SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, May 9, 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. Tourism Development Update - **(Tricia Johnson, Deputy County Manager)** 2023-497

2. Presentation- Traffic Calming Devices (**Charlie Wetzel, Public Works Traffic Engineer**) 2023-456

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 attacks, 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. 3 - 16)

County Manager's Office

3. Approve changes associated with the County Manager's organizational realignment **(Darren Gray, County Manager)** **2023-499**

4. Approve and authorize the Chairman to execute the mutual termination agreement between 17-92 Five Points, LLC and Seminole County relating to the U.S. 17-92 CRA Redevelopment Grant Agreement; and approve the Resolution implementing Budget Amendment Request (BAR) #23-045 through the 17-92 CRA Fund, General Fund, Transportation Trust, and Fire Fund in the net amount of $376,420.04 to provide Tax Increment refunds for the amount committed the corresponding project; and recognize associated interest and interfund transfer revenues. Countywide **(Tricia Johnson, Deputy County Manager)** **2022-7181**

   County Manager Office - Economic Development

Community Services

5. Approve and authorize the Chairman to execute the First Amendment to Seminole County Housing Authority Tenant Based Rental Assistance (TBRA) Agreement to utilize 2017-2018 HOME Partnership funds that are still available. Countywide (**Stacey Smithwick, Community Development Division Manager**) **2023-355**

   Community Services - Community Development

6. Approve an increase to the budget for a FY22/23 SHIP Reconstruction Project from $200,000 to $225,000 to complete the project located at 3039 McKinley Lane, Sanford, FL 32771. The Board approved FY2022-2025 Local Housing Assistance Plan (LHAP) on May 24, 2022, which sets the Homeowner Reconstruction Strategy's budget to a maximum of $200,000. This budget includes contractor costs, relocation, and storage costs. District5- Herr (**Stacey Smithwick, Community Development Division Manager**) **2023-461**

   Community Services - Community Development

Development Services

7. Issue a determination that the unoccupied structures located at 2059 Sipes Avenue, Sanford, are a Public Nuisance and authorize the Building Official to: (1) serve notice of this determination, pursuant to Sections 168.5 and 168.6, Seminole County Code; and (2) set a date of June 27, 2023 for a "Show-Cause" public hearing, as prescribed in Sections 168.5-168.7, Seminole County Code. District5 - Herr; **(Liz Parkhurst, Project Manager).** **2023-394**

   Development Services - Building

Public Works

8. Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 143 for property interests needed for the Orange Boulevard Improvement Project (427± SF) between Clarence R. Hammer and Seminole County for $20,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Jean Jreij, P. E., Public Works Director/County Engineer).** **2023-470**

   Public Works - Engineering

9. Approve and authorize the Chairman to execute a Contract for Sale and Purchase of Land in the amount of $24,101.00, and a County Deed for a Seminole County owned 0.10-acre vacant lot, Parcel No. 25-19-30-5AG-0713-0020, on West 5th Street, Sanford, Florida 32771. District5 - Herr **(Jean Jreij P.E., Public Works Director/County Engineer)** **2023-484**

   Public Works - Engineering

10. Approve and authorize the Chairman to execute a Resolution and a State-Funded Grant Agreement (SFGA) with the State of Florida Department of Transportation in an amount of $612,000.00 for the construction of the State Road 434 at Sand Lake Road Intersection Improvement Project. FPN No. 452189-1-54-01. District3 - Constantine **(Jean Jreij, P.E., Public Works Director/County Engineer).** **2023-492**

    Public Works - Engineering

Resource Management

11. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR 23-041) in the Public Works Grant Fund to appropriate funding in the amount of $1,083,829 from the Florida Department of Transportation for construction of 17-92 overpass ramps for the Cross Seminole Trail. District2,4; Zembower, Lockhart (**Timothy Jecks, Deputy CFO/Budget Division Manager**) Requesting Department - Public Works **2023-469**

    Resource Management - Budget

12. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-042 in the Emergency 911 Fund to transfer $125,000.00 from reserves to relocate Fiber Redundancy lines at the Public Safety Building. Countywide (**Timothy Jecks, Deputy CFO/ Budget Division Manager**) Requesting Dept: Office of Emergency Management E-911 Division **2023-467**

    Resource Management - Budget

13. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-044 to appropriate funds for two emergency procurements, replacement of trailers and a fire hydrant at the Landfill and ratify the emergency procurements. Countywide (**Timothy Jecks, Deputy CFO/Budget Division Manager**) Requesting Department - Environmental Services **2023-473**

    Resource Management - Budget

14. Request Board ratifies a grant application to the U.S. Consumer Product Safety Commission for the 2023 Pool Safely Grant Program requesting $200,000 of grant funding to support drowning prevention education and enforcement of pool safety regulations for Seminole County residents. Countywide **(Timothy Jecks, Deputy CFO/Budget Division Manager)** Requesting Department: Community Services **2023-466**

    Resource Management - Budget

15. Award RFP-604403-22/LNF - Term Contract for Consultant Services for Seminole County Website Redesign to Interpersonal Frequency, LLC, McLean, VA for the total amount of $129,880.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed - Purchasing and Contracts Division Manager**) Requesting Department/Division - County Manager's Office & Community Information. **2023-455**

Resource Management - Purchasing and Contracts

16. Award RFP-604485-22/LNF - Term Contract for Chiller Water Systems to Johnson Controls, Inc., Orlando, in the annual estimated amount of $415,000.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - Public Works/Facilities Management. **2023-454**

Resource Management - Purchasing and Contracts

Constitutional Officers – Consent Agenda

17. Consider additional funding of $93,739 to increase the Clerk of Circuit Court & Comptroller transfer from the General Fund for the Clerk's salary study **2023-468**

Clerk of Court

18. Expenditure Approval Lists dated April 11 and 18, 2023; Payroll Approval List dated April 13, 2023; and BCC Official Minutes dated March 28, 2023. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)** **2023-480**

Clerk of Court

REGULAR AGENDA

19. **FY 2022/23 Midyear Fund Balance Amendment Resolution** - Approve and authorize the Chairman to execute the FY 2022/23 Midyear Budget Amendment Resolution (BAR) 23-036 adjusting Countywide fund balances and associated revenues in the amount of $47,254,130.15. Countywide **(Timothy Jecks, Budget Division Manager/Deputy CFO)** **2023-485**

Resource Management - Budget

COUNTY MANAGER AND STAFF BRIEFINGS - Yarborough Property Update

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 - QUASI-JUDICIAL

20. **El Caserio Rezone** - Consider a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling), for a nine (9) lot single-family residential subdivision on approximately 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run; (Z2022-30) (Mikel Aizpurua, Applicant) District1 - Dallari (**Annie Sillaway, Project Manager**). **2023-386**

Development Services - Planning and Development

21. **Atlantic Drive Small Scale Future Land Use Map Amendment and PD Rezone** - Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self-storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92; (Z2022-27/08.22SS.05) (Gary Cardamone, Applicant) District4 - Lockhart (**Annie Sillaway, Project Manager**). **2023-388**

Development Services - Planning and Development

22. **East SR 436 (3340) Rezone** - Consider a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of E. SR 436, just east of Avery Lane; (Z2022-37) (Augusto Ubaldo, Applicant) District3 - Constantine (**Doug Robinson, Project Manager**). **2023-458**

Development Services - Planning and Development

COUNTY MANAGER'S REPORT

COUNTY ATTORNEY'S REPORT

DISTRICT COMMISSIONER REPORTS 5, 1, 2, 3 and 4

CHAIRMAN'S REPORT

FUTURE AGENDA ITEM REQUEST - Hanson Sustainability Report (Commissioner Zembower)

23. Items for Future Agenda Request - Hanson Sustainability Report **(Commissioner Zembower)** **2023-459**

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: 2023-497

Title:

Tourism Development Update - **(Tricia Johnson, Deputy County Manager)**

Division:

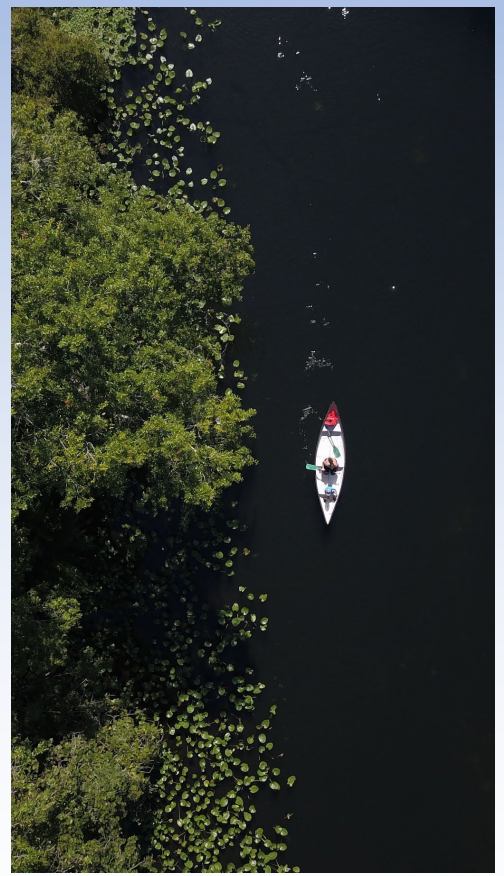
County Manager Office - Tourism

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

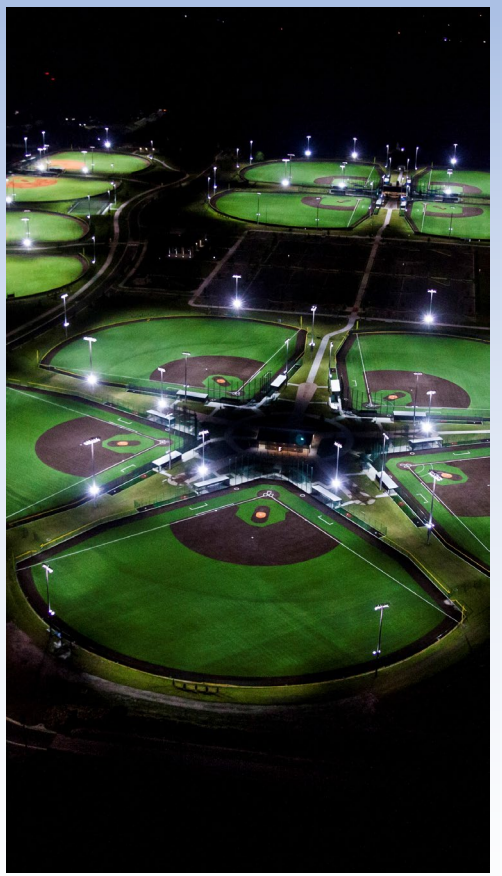
407-665-7224



Board of County Commissioners & Tourist Development Council Joint Work Session

May 9, 2023





Presentation Outline

Welcome	Tricia Johnson, Deputy County Manager Patrick Austin, Chair Seminole County Tourist Development Council
History & Purpose	Tricia Johnson
Tourism Forecast	Gui Cunha, Administrator Economic Development and Tourism
Tourism Improvement District	Tiffany Gallagher Civitas
Indoor Facility Feasibility Study	Lexi Cuff Hunden Strategic Partners
Sylvan Lake Expansion	Danny Trosset, Sports Tourism Manager Rick Durr, Leisure Services Director
Recommendations and Next Steps	Tricia Johnson & Team

History

- Tourism launched a series of studies between 2019 – 2021
  - Seminole County Visitor Study
  - Tourism Master Plan SWOT Analysis
  - Indoor Sports Facility Feasibility Study
  - Hotel Feasibility Studies – partnerships with the City of Sanford and Orlando Sanford International Airport

Purpose

- Provide hotel and Tourist Development Tax update based on study outcomes and current forecasts
- Introduce opportunities to expand sports tourism and consider a potential funding mechanism to implement a future capital project

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Key Performance Metrics for Hotels

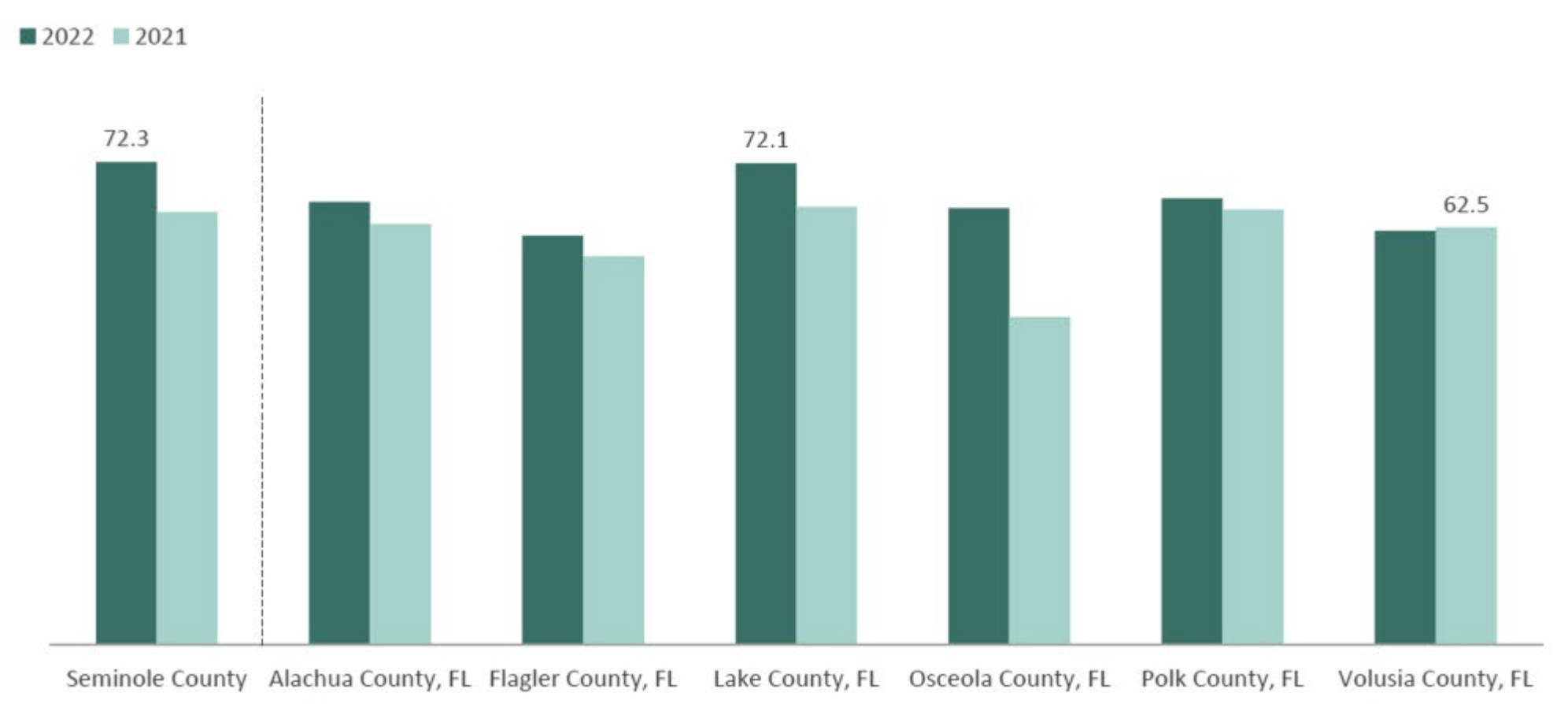
Occupancy Rate:	Measured by dividing the number of occupied rooms by the number of available rooms
ADR:	Average Daily Rage Average rate at which occupied rooms are booked
RevPAR:	Revenue Per Available Room Measures revenue generated over a period of time
STR:	Smith Travel Research Global standard for hotel market data

County Hotel Statistics
43 Hotels / 5,135 Rooms

Since 2019…

- 10.9% increase in hotel room supply
- 9.1% increase in hotel room demand
- 4.8% increase in Average Daily Rate (ADR)
- 3.1% increase in Revenue Per Available Room (RevPAR)
- 14.3% increase in Room Revenue

Hotel Occupancy - Seminole County Remains Competitive



Top Market Performers, FY22

MARKET	% OCCUPANCY	INFLUENCES
Tampa	71.6	Beach
Miami	72.1	Beach
Phoenix	68.7	Golf
San Diego	72.6	Beach/Drive-to
Orlando	72.8	Disney
Houston	57.6	Oil & Gas
Philadelphia	60	Business
Washington, DC	61.7	Government
Minneapolis	55.5	MICE & BT
San Francisco	64	Restrictions, MICE

Seminole County
72.3%

Seminole County Forecast

Metric	2022 Actual	2023 Forecast
Room Night Occupancy	72.3%	74.6%
Average Daily Rate (ADR)	$108	$115
Revenue Per Available Room (RevPAR)	$78	$85

National Forecast

Key Performance Indicator	2022 Actual	2023 Forecast	2024 Forecast	2025 Forecast
Room Night Occupancy	62.7%	63.8%	65.6%	66.1%
Average Rate (ADR)	$149	$151	$157	$163
Revenue Per Available Room (RevPAR)	$93	$96	$103	$108
Percent Change	+8%	+11%	+19.8%	+24.9%

The Typical County Visitor Is:

- 46 years old
- Female (56%)
- Single (53%)
- Household Income of $96,400 annually

The Typical County Visitor Travels From:

- Within Florida: 66%
- Southeast: 19%
- Northeast: 7%
- Midwest: 6%
- West: 1%

Advertising Exposure
...of the 29% of visitors who noticed County advertising:



36%
Personal
Social Media

24%
Orlando North
Social Media



22%
Travel/Visitor
Guide



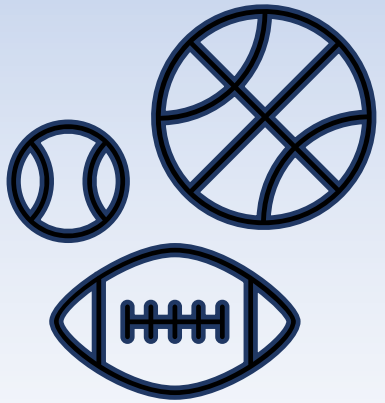
19%
Play Orlando North
Social Media

Travel parties spent $293 per day and $697 during their trip

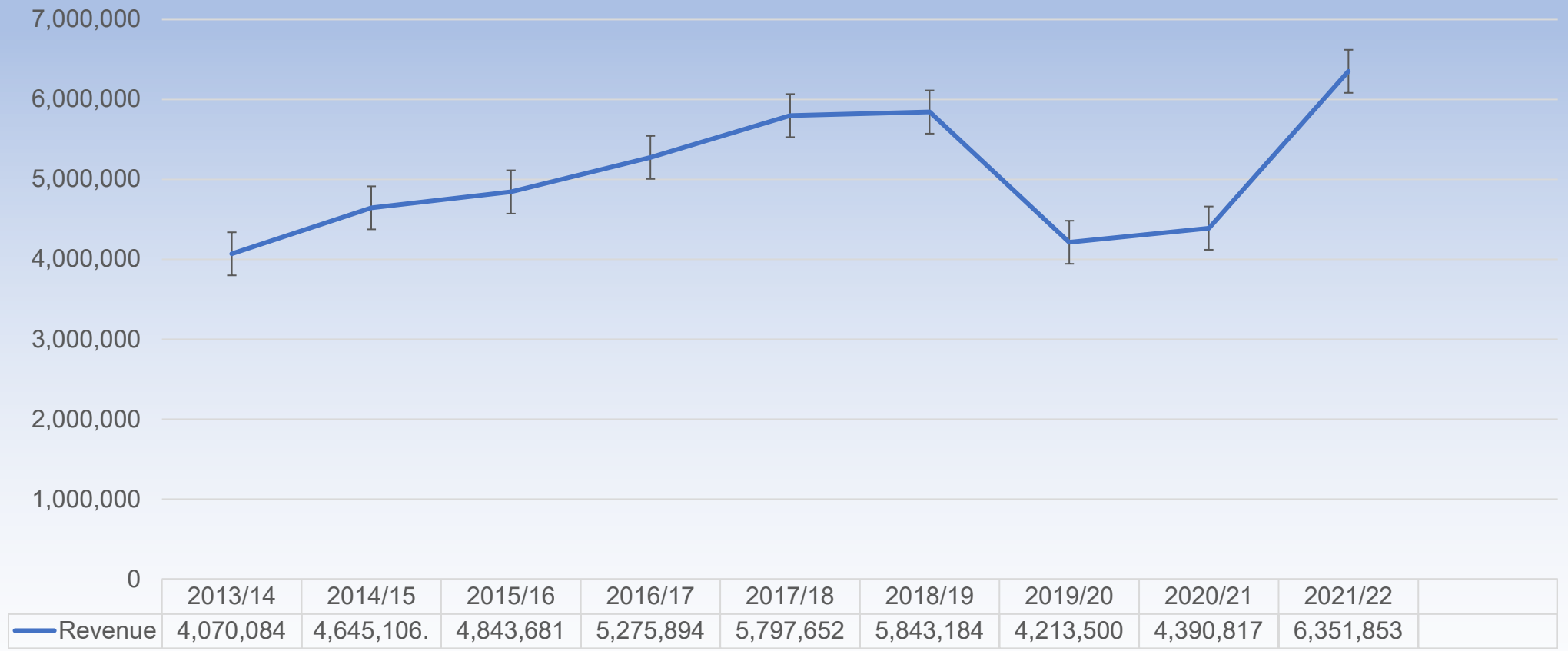
Sports Visitors

Compared to all visitors, Sports Visitors are more likely to:

- Use online sources to help plan their trip
- Notice County advertising
- Live outside of Florida
- Be a first-time visitor
- Have a longer length of stay
- Stay in a hotel/motel/resort
- Spend more in the area



Tourist Development Tax Revenue



	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Revenue	4,070,084	4,645,106.	4,843,681	5,275,894	5,797,652	5,843,184	4,213,500	4,390,817	6,351,853

Tourist Development Tax Forecast

TOURISM FUND FORECAST

4/26/2023	FY19 ACTUALS	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 FORECAST	FY24 FORECAST	FY25 FORECAST	FY26 FORECAST	FY27 FORECAST	FY28 FORECAST	FY29 FORECAST
OCCUPANCY RATES	73.0%	49.7%	64.8%	72.3%	74.6%	75.0%	75.3%	75.7%	76.1%	76.5%	76.9%
AVERAGE DAILY RATE	$103	$89	$91	$108	$115	$116	$117	$118	$120	$121	$122
RevPAR	$75	$44	$59	$78	$85	$86	$87	$88	$88	$89	$90
REVENUES											
TOURISM TAX	5,843,184	4,213,500	4,390,817	6,351,853	6,902,317	7,000,000	7,070,000	7,140,700	7,212,107	7,284,228	7,357,070
OTHER REVENUES	133,836	92,778	21,579	(19,611)	37,500	42,500	42,500	42,500	42,500	42,500	42,500
TOTAL REVENUES	5,977,020	4,306,279	4,412,396	6,332,242	6,939,817	7,042,500	7,112,500	7,183,200	7,254,607	7,326,728	7,399,570
EXPENDITURES											
BASE BUDGETS	2,692,848	2,841,121	2,529,577	3,054,972	3,469,603	3,602,954	3,693,922	3,788,347	3,886,362	3,988,109	4,093,731
DEBT SERVICE	1,641,450	1,637,200	1,637,800	1,637,400	2,081,833	2,009,233	2,009,233	2,009,233	2,009,233	2,009,233	2,009,233
CAPITAL BUDGETS	91,749	190,208	37,967	58,799	465,895	-	5,625,000	6,750,000			
TOTAL EXPENDITURES	4,426,039	4,668,521	4,205,336	4,751,162	6,017,322	5,612,178	11,328,146	12,547,571	5,895,587	5,997,333	6,102,955
RESERVE BALANCE	$ 5.0M	$ 3.9M	$ 3.7M	$ 5.1M	$ 7.5M	$ 8.9M	$ 4.7M	$ 0.0M	$ 1.4M	$ 2.7M	$ 4.0M

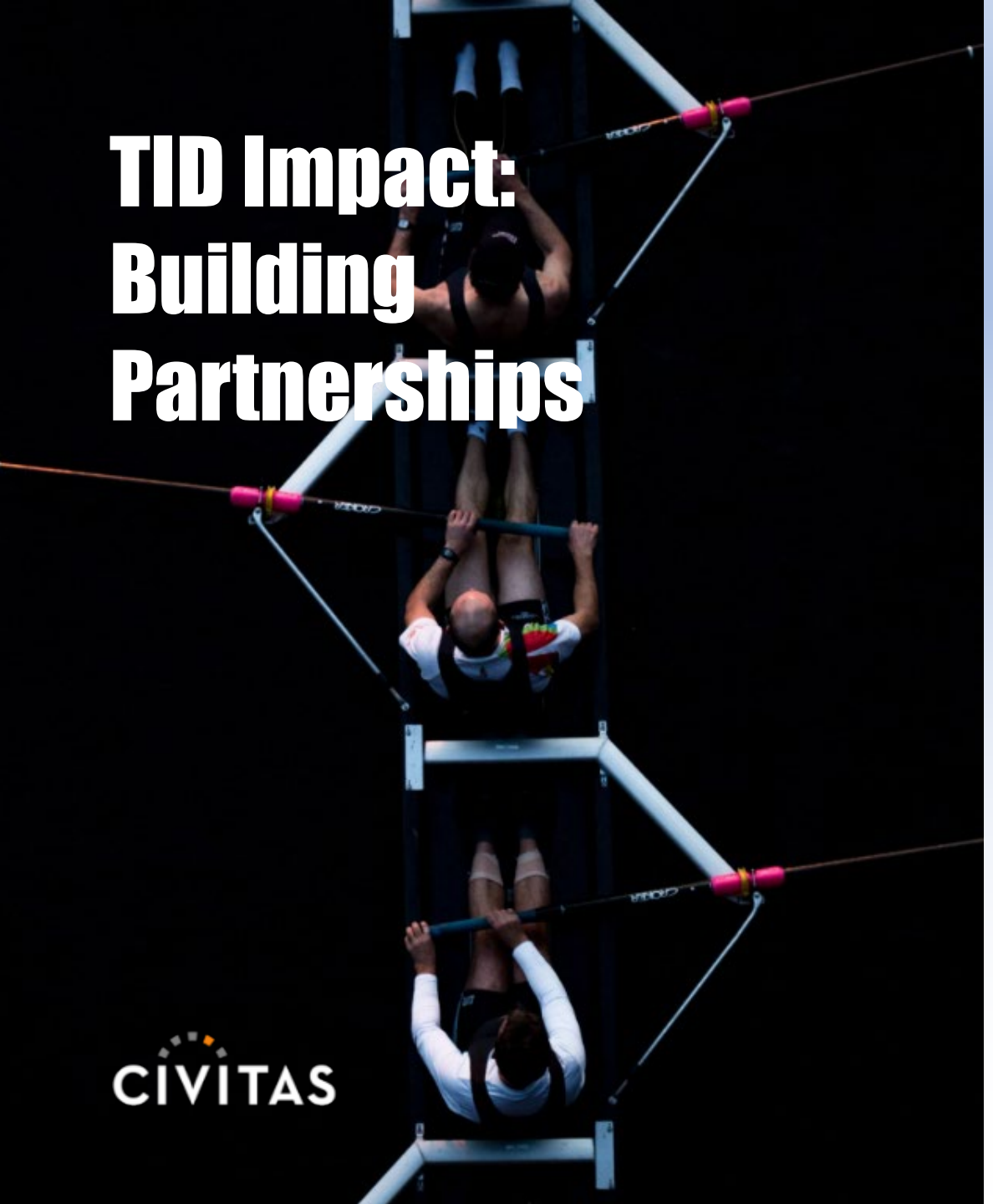
Sports Complex Replacement Turf

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Tourism Improvement District

- ✓ Opportunity for local government to support tourism through a no-expense policy decision
- ✓ Assessment does not affect residents of the jurisdiction
- ✓ Provides for community growth using visitor income to bolster existing tax revenues
- ✓ Public-private partnership for a long-term, stable supplemental revenue source



TID Impact: Building Partnerships

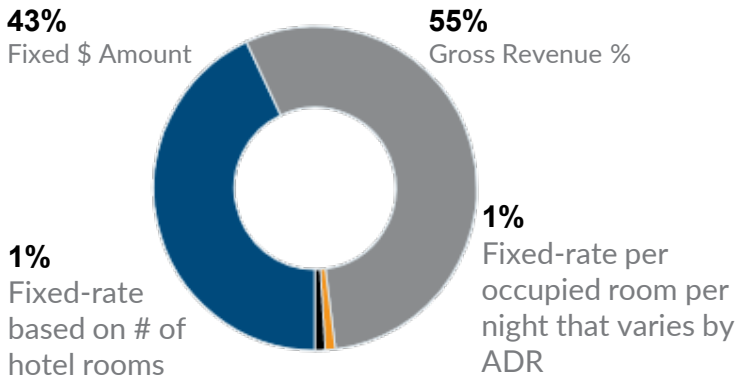
TID forms nonprofit corporation to oversee funds, with board consisting of assessed businesses

TIDs create a forum where those businesses (at a minimum) direct the expenditures

Businesses now have a significant voice while DMO/sports commission gains dedicated funding

201 TIDs

Most Recent:
Louisville, KY & Providence, **RI**
(December 2022)



ANNUAL AMOUNT RAISED	
Low	$10,000
High	$41,000,000
Total	$462,722,513

20 STATES

Funding Projections

5,131 total guest rooms in Seminole County as reported by STR

↓

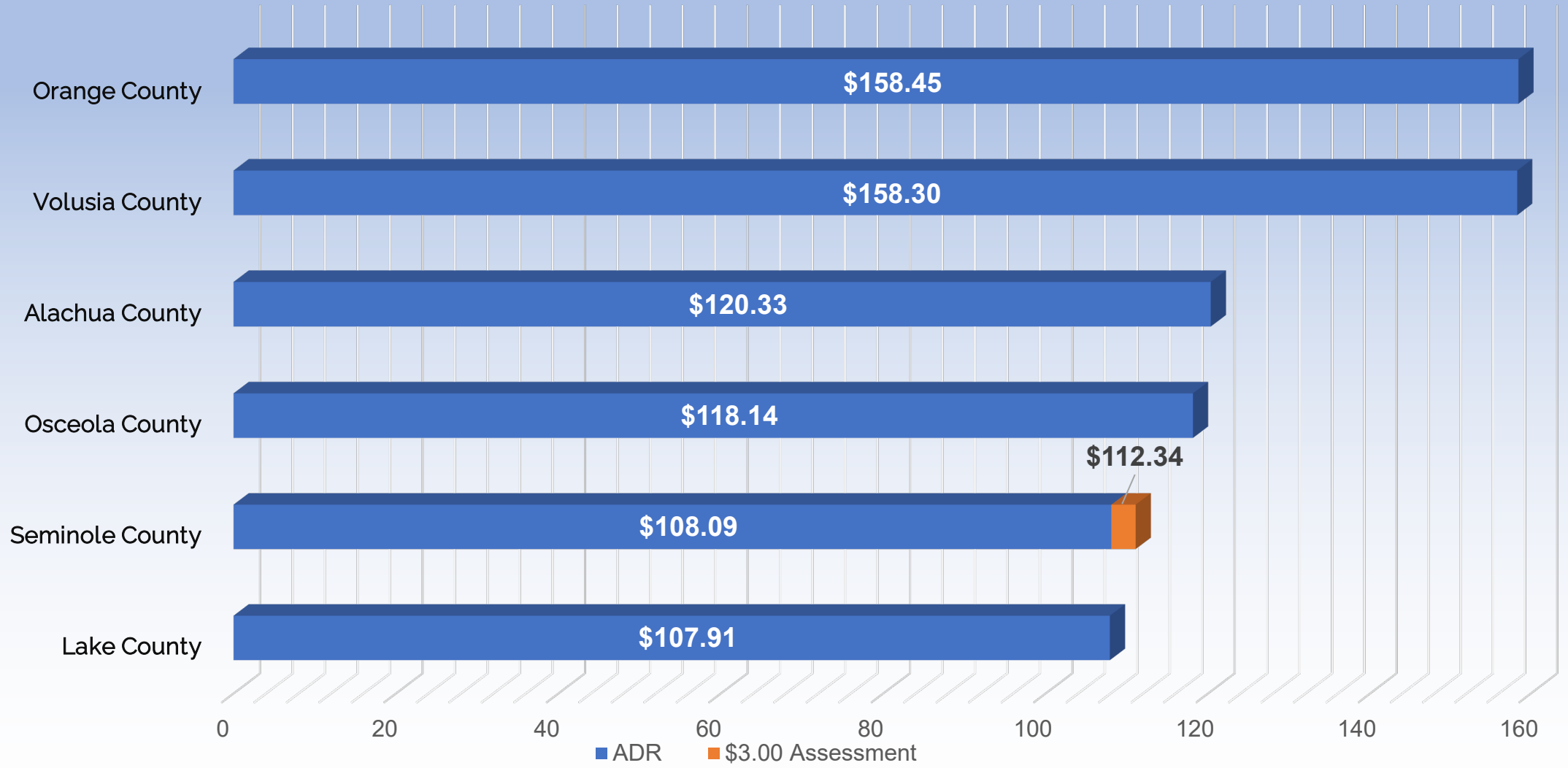
$3.00 assessment per available room

↓

Assessment Revenue Projection (5,131* Days in the Year) $3.00= $5,618,445

- **Assessment-** $3.00 per available room
- **Budget-** Projected assessment collection of $5.62 million
- **Boundaries-** Any lodging business located within Seminole County with 54 rooms or greater
- **Authorized Expenditures-** Capital improvements, sports tourism development, sports tourism incentives, and sports facilities maintenance
- **Term**- Potential debt service
- **Governance**- Establish nonprofit with Board of Directors comprised of stakeholders
- **Collection**- Lodging businesses remit to County; County remits revenues to nonprofit

Competitive Set Comparison



CIVITAS

TID Establishment Timeline

Action	Date
Seminole County Tourism Improvement District (SCTID) Steering Committee established	1st month
District plan development	2nd -4th months
Stakeholder outreach program developed	4th & 5th month
File final district plan with the County staff	6th month
County to approve final district plan	6th month
Petition Drive	7th month
Draft TID Ordinance	8th month
Final TID formation documents approval by County staff	8th month
Mail and Publish - Notice of Public Hearings	9th month
County Council – Public Hearings	10th month
County Council- Ordinance Forming the SCTID	11th month
SCTID begins collecting assessment	12th month

CIVITAS

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How to Capitalize on Strengths & Mitigate Weaknesses



The following key headlines outline ways Seminole County can both leverage their strengths and mitigate some of their weaknesses with the proposed youth sports complex.

Strong Local/Regional Demand

Youth sports continue to grow in the area as the residential population continues to increase. Indoor clubs and tournament operators have expressed that the lack available court supply has restricted growth of their programs and limits tournament sizes. Seminole County and the greater Orlando market have a strong demand base that can fill court space throughout the week within a large sports complex and draw tournaments on the weekends.

Weak Supply Within Florida

A high-quality indoor facility with ample court space for tournaments is in need for Central Florida. The majority of the large tournaments are held at the Convention Center with the remainder split between a handful of facilities. The local and regional supply is extremely limited for the demand and population of the state. A regional facility in Seminole County would recapture demand that currently leaves the market for tournaments and induce tournament visitation from all over the country.

Destination Appeal

Seminole County has the ability to leverage its geographical location between the biggest theme parks found in Orlando and beaches on the east coastline. A new indoor sports facility will add to the youth sports destination that Boombah has started and give Seminole County a competitive advantage when appealing to tournament operators. A youth sports destination that is also close to well-known family entertainment will enhance its attractiveness for larger regional and national tournaments.

SWOT Analysis

STRENGTHS



- Growing population and strong local/regional market
- Central location in Florida and 35 miles from downtown Orlando
- No major competitive indoor facilities within Seminole County
- Proven success with Boombah Sports Complex

OPPORTUNITIES



- Tournament-grade indoor sports facility
- Unobstructed function space that could serve as an emergency shelter or space for graduations for the County
- Private sector partnerships with tournament operators
- Additional commercial development surrounding the airport and sport complexes

WEAKNESSES



- Limited full-service hotels in the County and no hotels within 5 miles of the Project site
- Lack of development around the proposed Project
- Losing tourism dollars to Orange County and the Orlando market

THREATS



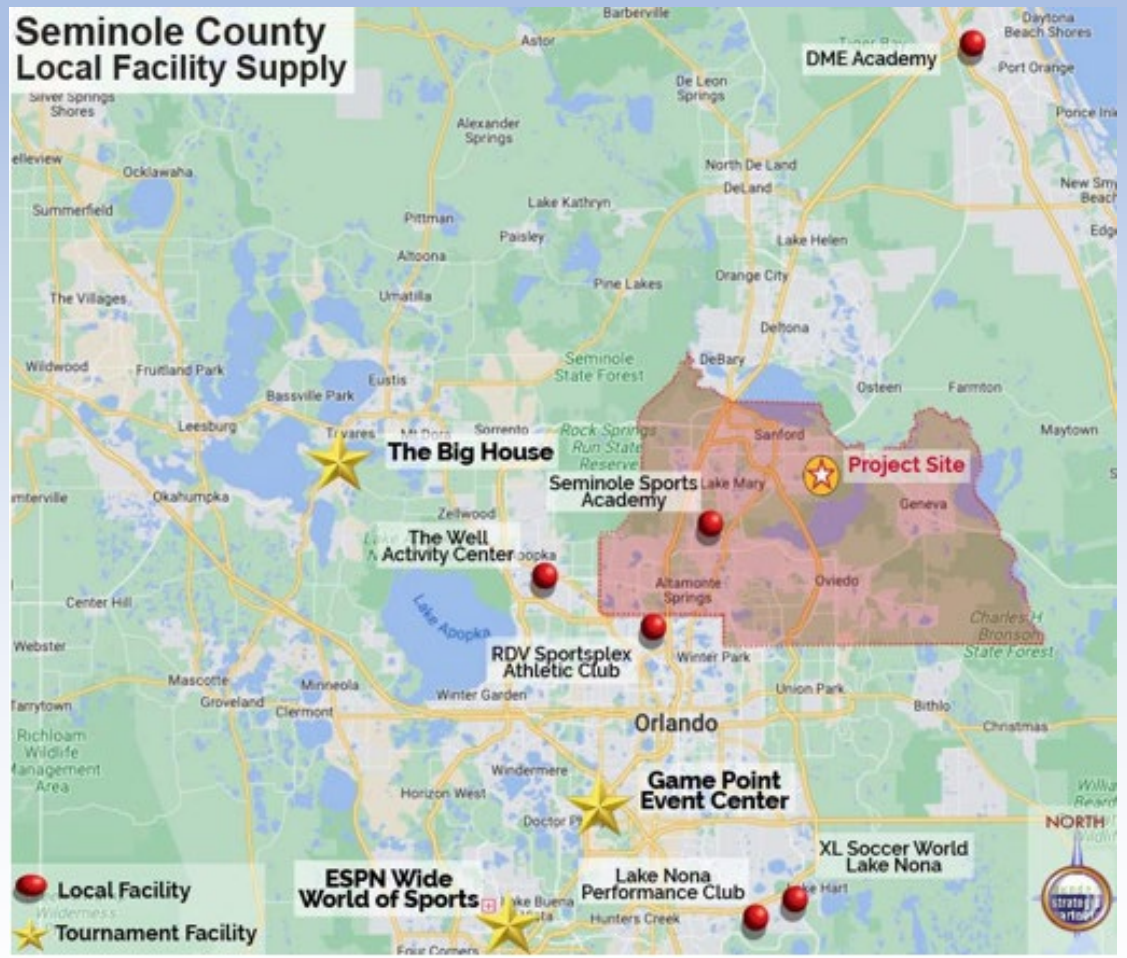
- Other proposed, competing facilities within the Florida market
- Private indoor facilities in neighboring counties and similar destination cities
- Competing interests between club and recreational usage given the rapid residential growth

Regional Sports Facilities



- Strong distribution of tournament facilities along I-75 between Gainesville and Tampa
- Two facilities under construction: Panama City and Alachua County

Local Sports Facilities



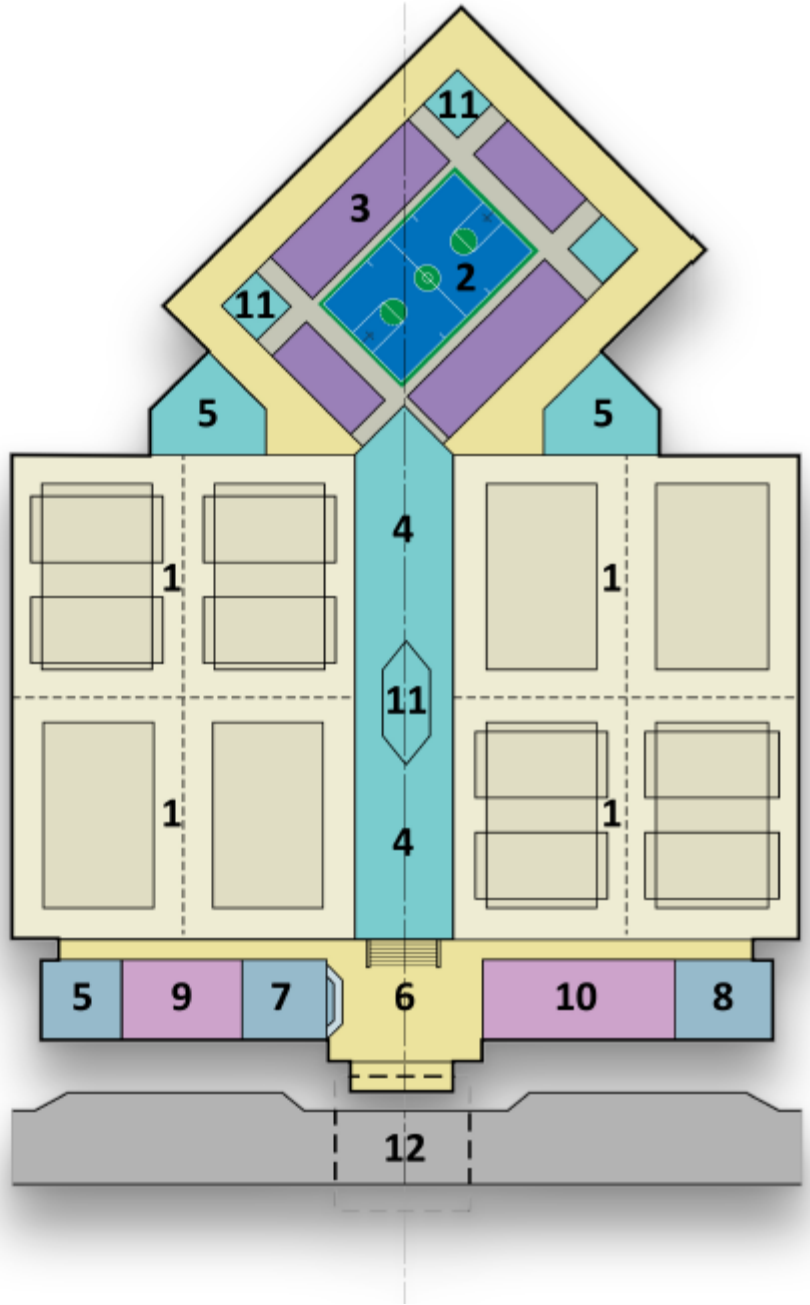
- Game Point Event Center and The Big House are primary facilities that host large regional tournaments
- Lack of sizeable indoor facilities in the area result in missed opportunities:
  - Basketball
  - Volleyball
  - Martial Arts
  - Gymnastics
  - Cheerleading
  - Dance competitions

Recommendations

- Minimum 139,000 Square Feet
- 9 Hardwood Basketball Courts
  - 1 Championship Style Court
  - Courts Convert to 18 Volleyball Courts
- 900 Seats with Retractable Seating
- Building Needs:
  - Team / Locker Rooms
  - Offices
  - Restrooms
  - Storage
  - First Aid
- Other Key Amenities:
  - Concession/Food Service Area
  - Restaurant/Café
  - Stage
  - Lough Space/Play Area
  - Physical Therapy/Performance Area
  - Meeting Rooms
  - Lobby Space



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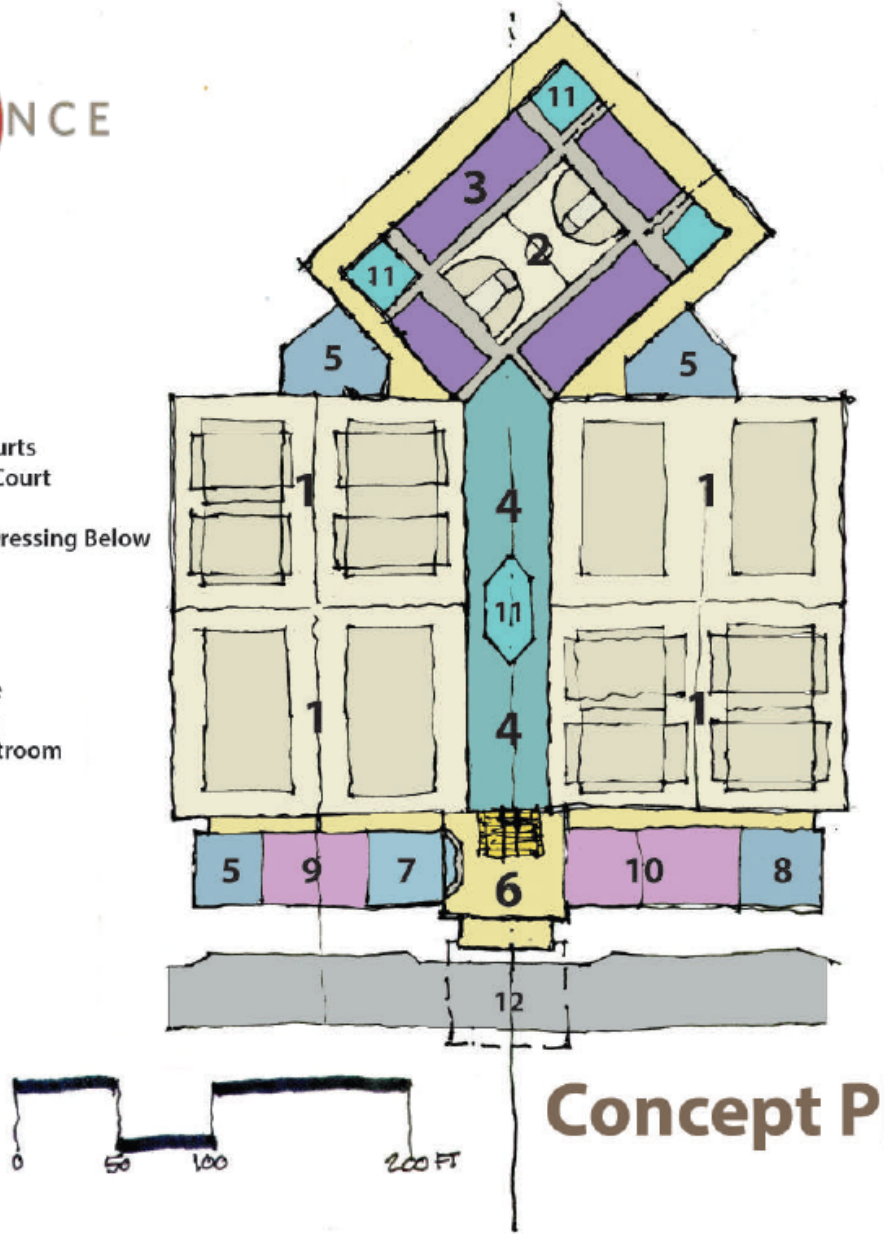


1 Tournament Courts
2 Championship Court
3 Seating
4 Dining Above/Dressing Below
5 Mech./Storage
6 Lobby
7 Admin/Retail
8 Childcare
9 Sports Medicine
10 Meeting Rooms
11 Concession/Restroom
12 Drop Off/Driveway

Concept Plan

0' 50' 100' 200'

CONVERGENCE DESIGN



Concept Plan

JAN 2023

hunden strategic partners

Cost Estimates - Seminole County Indoor Sports Facility

Building	Construction Cost	Soft Cost	Project Cost
Upper Level	$3,200,000	$800,000	$4,000,000
Main Level	$44,600,000	$11,200,000	$55,800,000
Total Building	$47,800,000	$12,000,000	**$59,700,000**

Sitework	Construction Cost	Soft Cost	Project Cost
Parking	$1,400,000	$400,000	$1,800,000
Landscaping	$900,000	$300,000	$1,100,000
Other Sitework	$300,000	$100,000	$400,000
Total Sitework	$2,500,000	$300,000	**$1,400,000**
Total Building & Site	**$50,300,000**	**$12,300,000**	**$61,100,000**

Source: Convergence Design

Soft Costs	
Fees, Testing	9%
Fixtures, Furnishings	6%
Contingency	10%
Total Soft Costs	25%

Note: The Project's estimated construction costs account for rising costs based on the market realities. Convergence Design consulted with Florida contractors to confirm the estimated construction costs given the magnitude.

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Projections

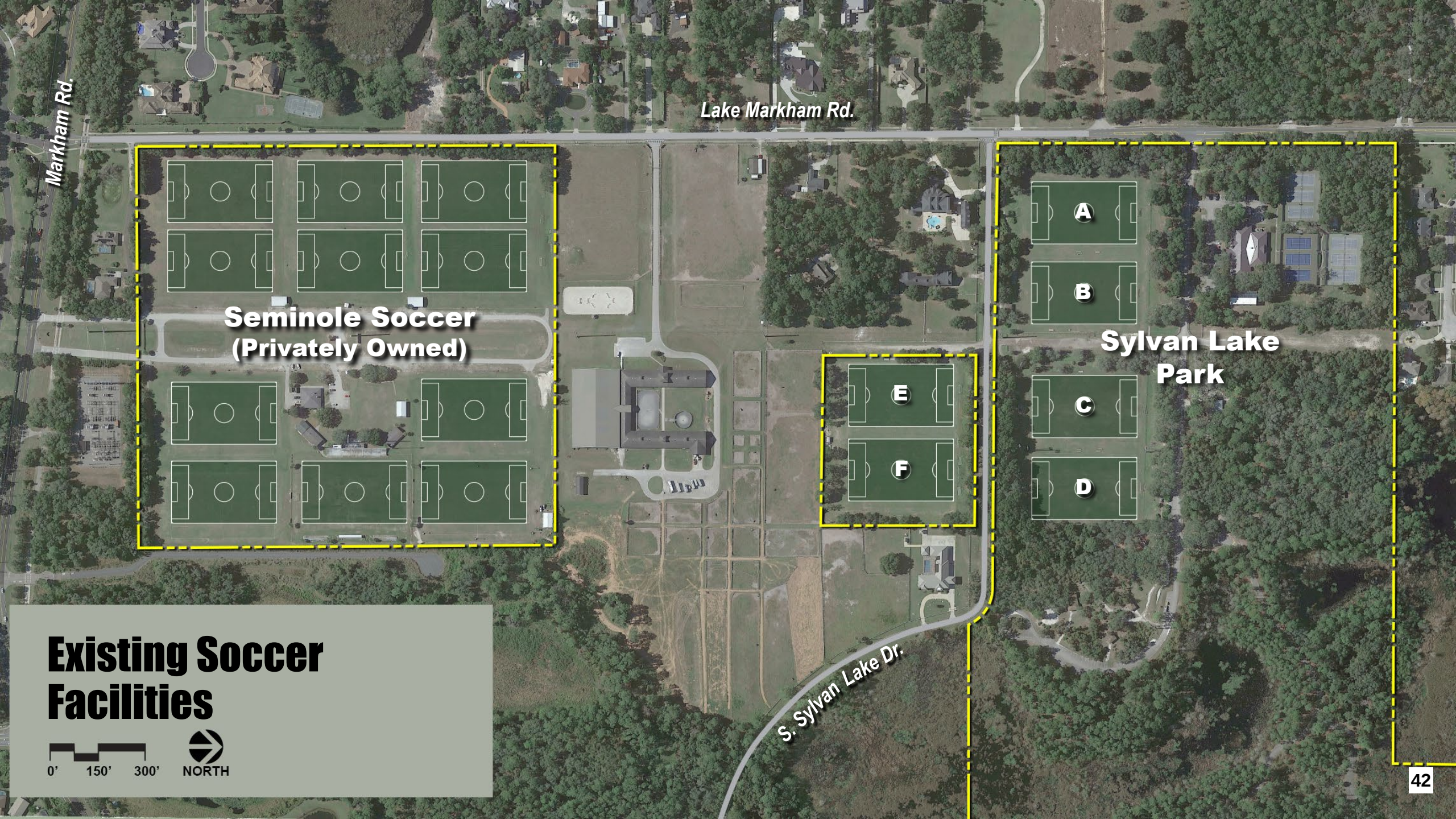
	Year 1	Year 5
Events **Basketball, Volleyball, Wrestling, Cheer/Dance, Pickle Ball, Graduations, Special Events**	32	60
Event Days	67	116
Hotel Room Nights	17,149	29,238
Attendance	236,288	318,395
Net New Spending Food/Beverage, Lodging, Retail, Transportation	$11,864	$22,569

Presentation Outline

Welcome	Tricia Johnson, Deputy County Manager Patrick Austin, Chair Seminole County Tourist Development Council
History & Purpose	Tricia Johnson
Tourism Forecast	Gui Cunha, Administrator Economic Development and Tourism
Tourism Improvement District	Tiffany Gallagher Civitas
Indoor Facility Feasibility Study	Lexi Cuff Hunden Strategic Partners
Sylvan Lake Expansion	Danny Trosset, Sports Tourism Manager Rick Durr, Leisure Services Director
Recommendations and Next Steps	Tricia Johnson & Team

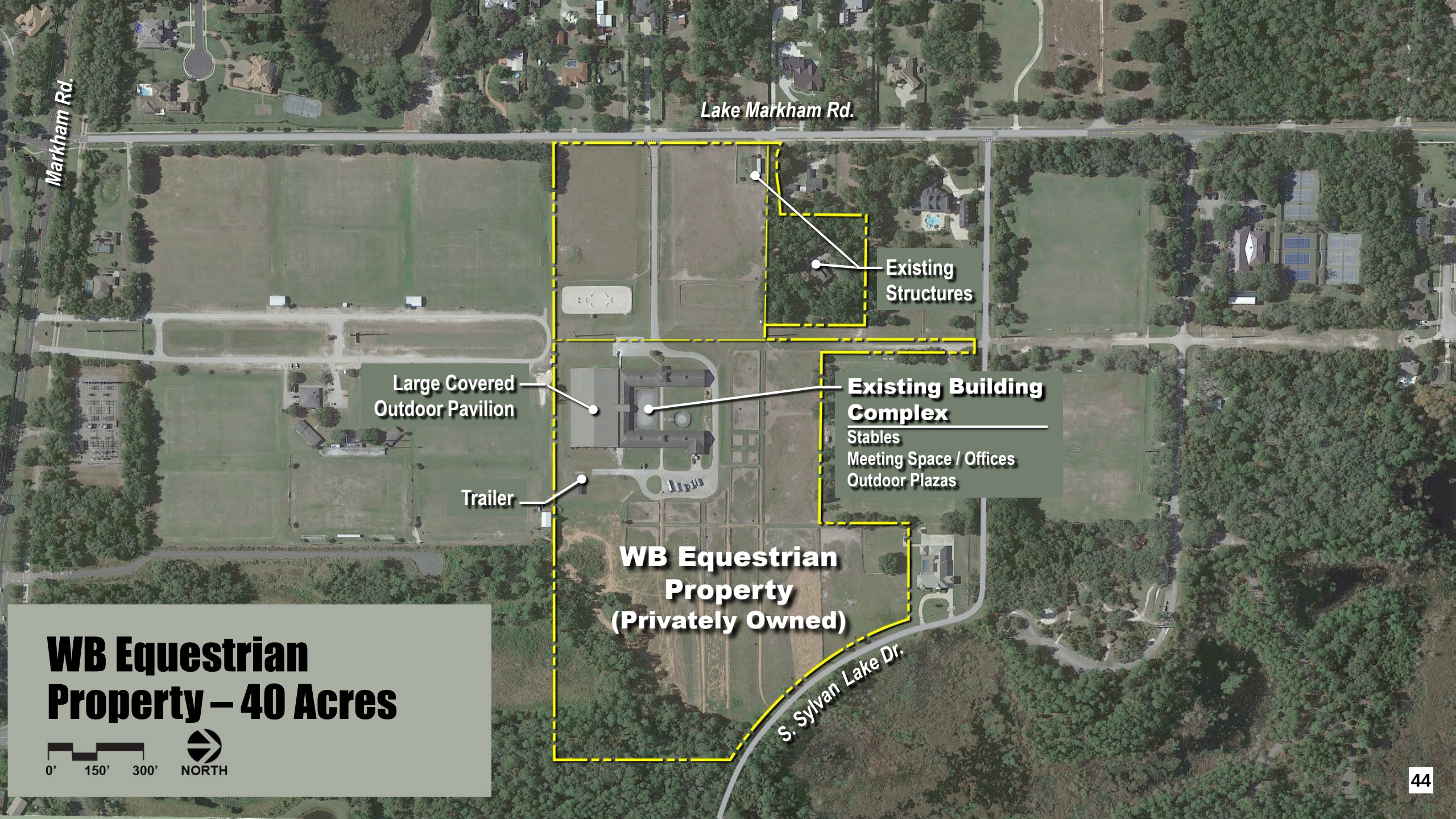
History & Current State

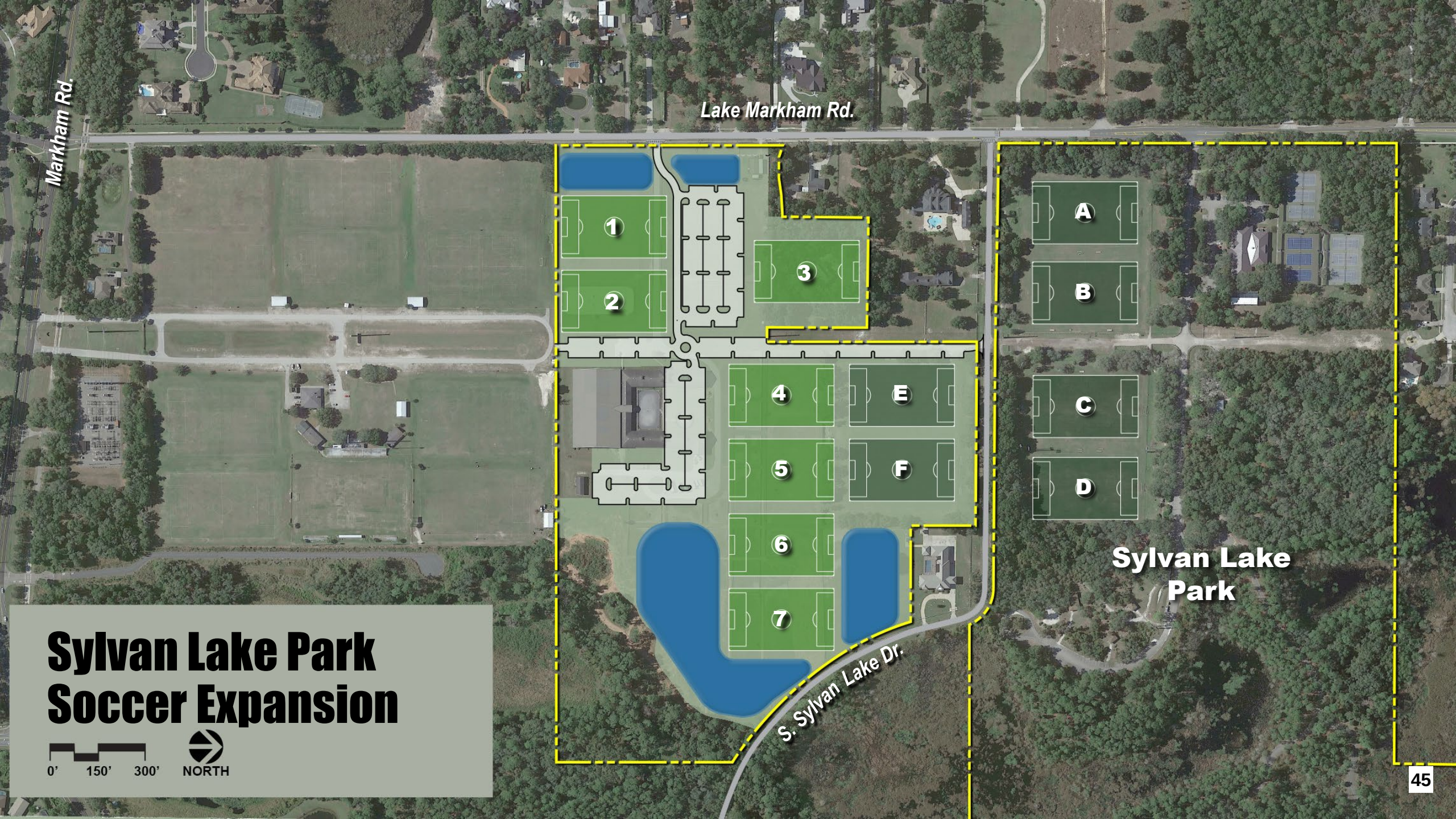
- For 30 years, Seminole County has owned and maintained 6 soccer fields at Sylvan Lake Park
- Two of the County fields, E and F, are currently and exclusively utilized by the Orlando Pride
- Seminole Soccer Club owns and maintains 11 soccer fields at the Seminole Soccer Complex
- The County's largest visiting soccer tournaments are ECNL Boys and ECNL Girls, which utilize all County and Seminole Soccer Club fields

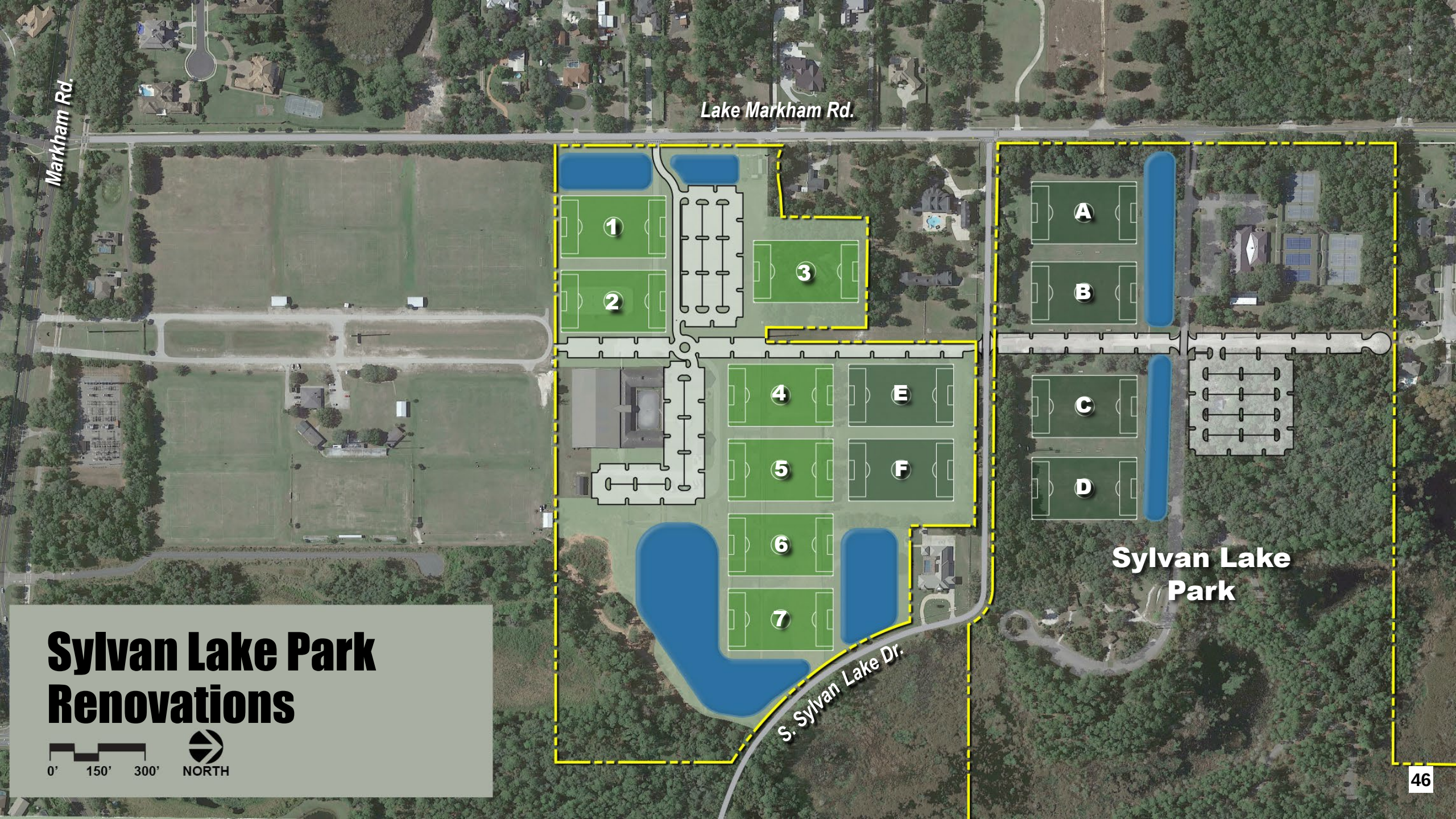

Markham Rd.
Lake Markham Rd.
Seminole Soccer
(Privately Owned)
A
B
C
D
E
F
Sylvan Lake
Park
S. Sylvan Lake Dr.
Existing Soccer
Facilities
0’
150’
300’
NORTH

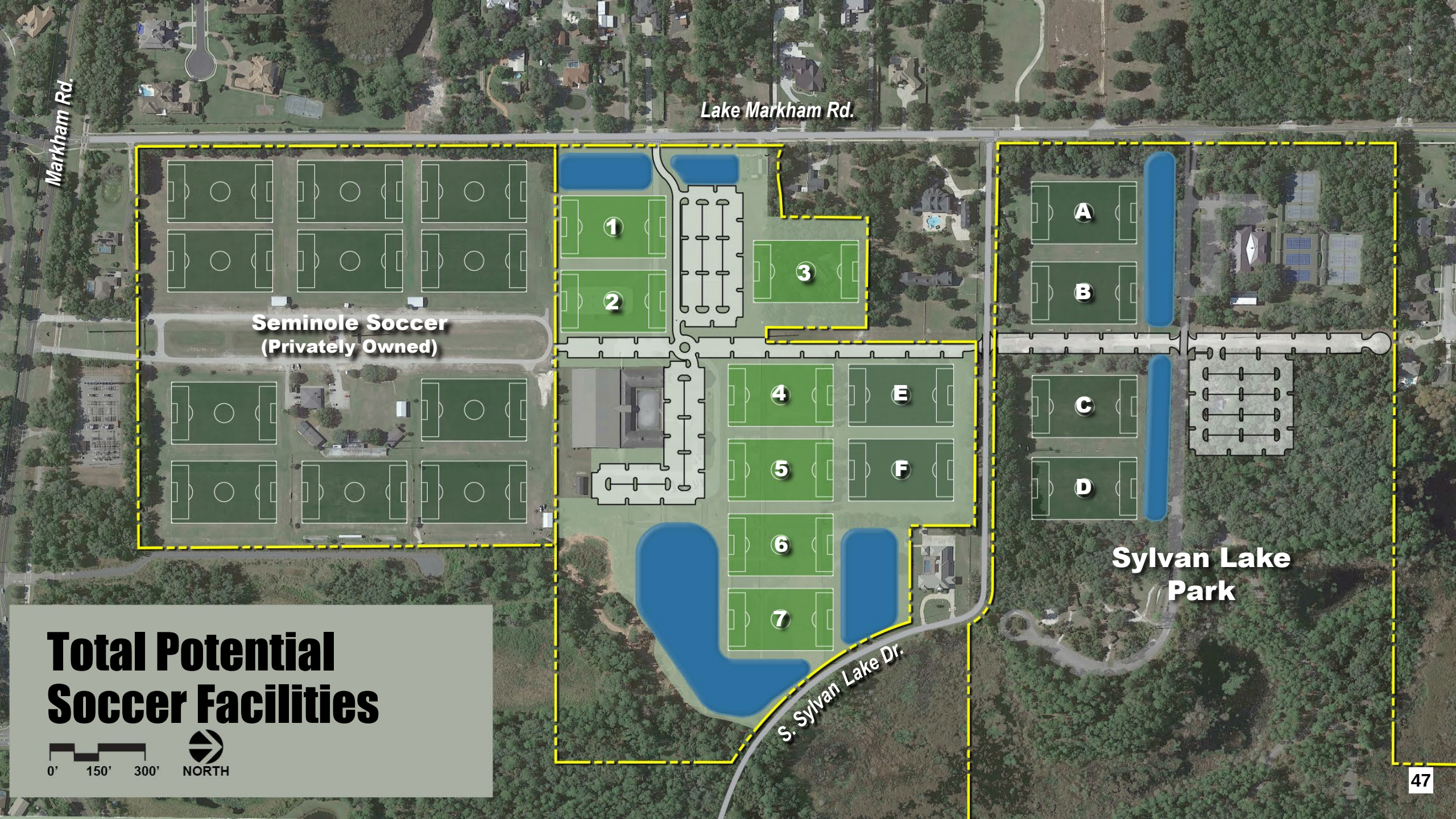
Current Challenges

- Losing market share to competing destinations
  - Lakewood Ranch, Brandenton
  - Reach 11, Phoenix
- Increased field demand due to local soccer club growth
- Few lit fields, limiting evening play
  - Sylvan Lake Park: 6 Fields, 2 with lights
  - Seminole Soccer Club: 11 Fields, 1 with lights


Markham Rd.
Lake Markham Rd.
Existing Structures
Large Covered Outdoor Pavilion
Existing Building Complex
Stables
Meeting Space / Offices
Outdoor Plazas
Trailer
WB Equestrian Property (Privately Owned)
S. Sylvan Lake Dr.
WB Equestrian Property – 40 Acres
0’ 150’ 300’
NORTH


Markham Rd.
Lake Markham Rd.
1
2
3
4
5
6
7
E
F
A
B
C
D
Sylvan Lake Park
S. Sylvan Lake Dr.
Sylvan Lake Park Soccer Expansion
0’
150’
300’
NORTH


Markham Rd.
Lake Markham Rd.
1
2
3
4
5
6
7
E
F
A
B
C
D
Sylvan Lake Park
S. Sylvan Lake Dr.
Sylvan Lake Park Renovations
0’
150’
300’
NORTH


Markham Rd.
Lake Markham Rd.
Seminole Soccer
(Privately Owned)
1
2
3
4
5
6
7
A
B
C
D
E
F
Sylvan Lake
Park
S. Sylvan Lake Dr.
Total Potential
Soccer Facilities
0’
150’
300’
NORTH

Presentation Outline

Welcome	Tricia Johnson, Deputy County Manager Patrick Austin, Chair Seminole County Tourist Development Council
History & Purpose	Tricia Johnson
Tourism Forecast	Gui Cunha, Administrator Economic Development and Tourism
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Sylvan Lake Expansion	Danny Trosset, Sports Tourism Manager Rick Durr, Leisure Services Director
Recommendations and Next Steps	Tricia Johnson & Team

Recommendations

- Tourism Improvement District:
  - Work with Civitas to Proceed with Phase Two of TID establishment
- Indoor Sports Complex:
  - Contract with an architect/contractor for further design
- Sylvan Lake Expansion:
  - An appraisal of the WB Horse Farm property is in progress
  - Develop the following for Board consideration:
    - Capital improvements, operations, and maintenance estimates
    - Event projections
    - Funding recommendations

Questions

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-456

Title:

Presentation- Traffic Calming Devices (**Charlie Wetzel, Public Works Traffic Engineer**)

Division:

Public Works

Authorized By:

Jean Jreji, Director PW

Contact/Phone Number:

Charlie Wetzel/ 407-665-5686

Seminole County
Traffic Calming Update

May 9, 2023

OUTLINE

- Background
- Current Status
  - Fire Department Input
  - Resource Management Input
- Staff Recommendation

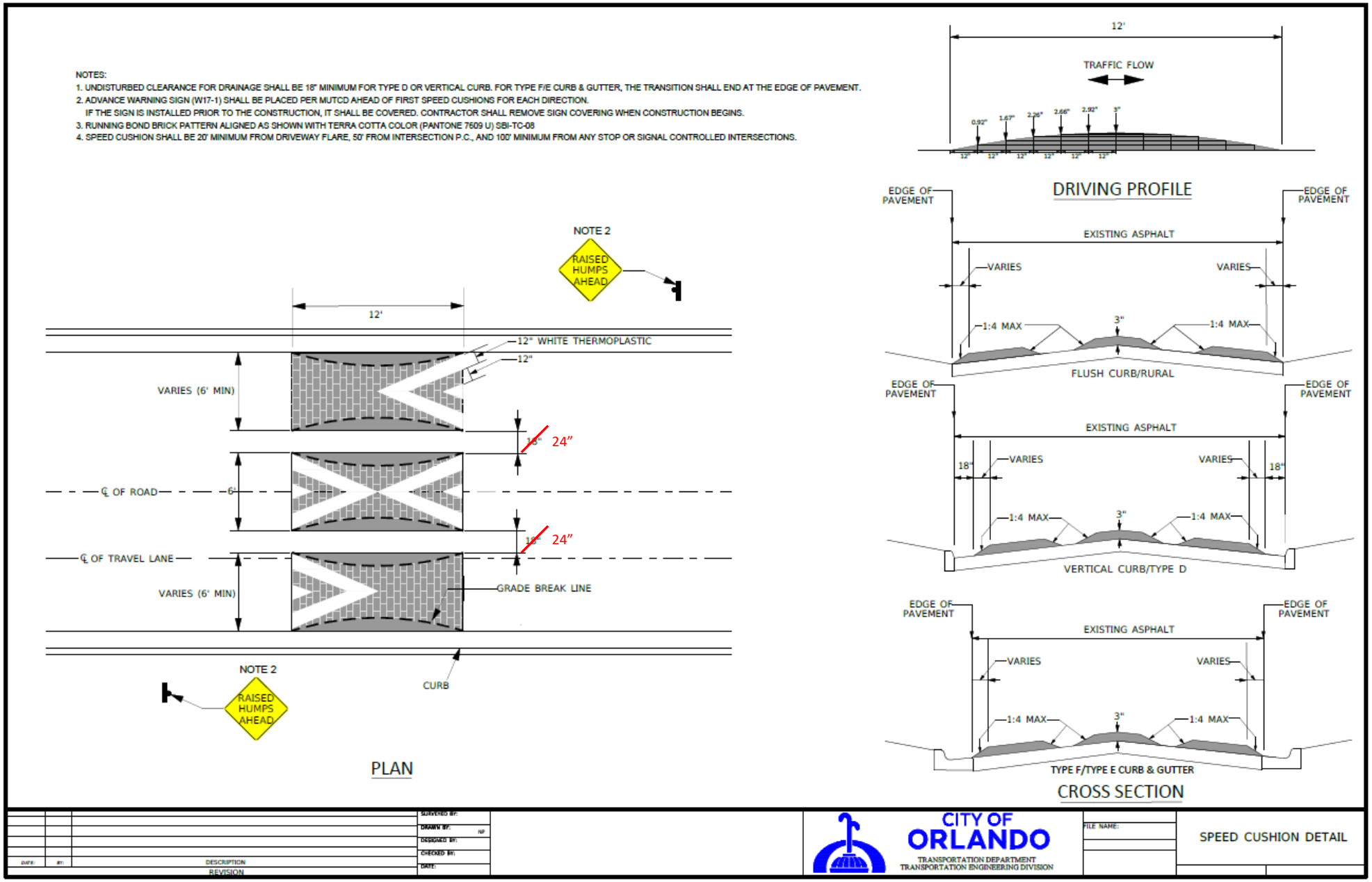
SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

BACKGROUND

- Presented various Traffic Calming (TC) treatments and our former TC program back in March 2018.
- In 2019 a Speed Cushion Pilot Project was initiated at 4 locations in Chuluota, Sanford and Altamonte. Pre-form speed cushions installed to allow easier passage of emergency vehicles.
- 8/11/2020 - Public Works presented Speed Cushion Update at Virtual BCC Work Session.
- 10/27/2020 - Agenda item #46, Resolution amending Administrative Code to include Section 34.35 "Traffic Calming Devices“. City of Orlando cushion design adopted.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

City of Orlando Cushion Design (3 Cushion)



BACKGROUND

- Traffic Calming Devices Approved in Admin Code:
  1. Speed Cushions / Speed Humps
  2. Speed Display Trailers / Post Mounted Electronic or Solar Radar Speed Signs
  3. Mid-Block Chokers
  4. Chicanes
  5. Traffic Circles
  6. Roundabouts
  7. Median/Center Islands
  8. Gateway/Entry Features

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

BACKGROUND

Approved Traffic Calming Criteria:

- Roadway must have a documented issue with speeding (observed 85th %-tile speed is greater than 10 mph over posted speed limit).
- Minimum/Maximum Roadway Volume: 750 vehicles per day / 5,000 vehicles per day.
- Maximum Speed: The posted speed on the roadway must not exceed 30 mph.
- Homeowner approval for installation (and removal): 65%
- Consider other owners impacted by devices (side streets) on a case by case basis.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

BACKGROUND

Approved Traffic Calming Criteria (cont.):

- Functional spacing of devices (primarily for speed cushions or humps):
  - 300’-400’ between devices
  - Not on curves/turns
  - Minimum of 100’ from intersections or curves/turns
  - Spacing subject to adjustment for driveways
- Roadway must have driveways that directly access the road.
- Roadway must be subject to through traffic - not in a “closed development.”
- Roadway must not be a principal arterial, minor arterial or major collector roadway – must be a local street or minor collector (evaluated on a case by case basis).
- Roadway character/location (rural vs. urban) – considered on a case by case basis.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

BACKGROUND

Approved Traffic Calming Criteria (cont.):

“Flexibility Statement” included -

Nothing above shall limit the County Traffic Engineer’s or County Engineer’s ability to install any devices upon the County roadway system that in their sole opinion is justified for the maximum safety of the motorists or residents and does not impede public safety operations.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CURRENT STATUS

Since 2020 learned that original criteria did not consider impact to Fire Department:

- Per the Florida Fire Prevention Code (Florida Statute 633), the design and use of traffic calming devices on all County roadways are subject to approval by the Seminole County Fire Department as these devices may impact emergency response times.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Seminole County Fire Department



Fire Department Impacts

- Response time delays of approximately 3.5 - 10 seconds per device
  - Seconds count when responding to life threatening events such as a cardiac arrest, choking, as well as fires in occupied structures.
  - Response time delays due to traffic-calming measures are experienced both enroute to emergency events as well as during transport of patients to hospitals.
- Patients being transported by ambulance may experience adverse effects that exacerbate their injuries/illnesses while the ambulance traverses speed humps.



Speed Cushions & Apparatus Travel Time Analysis

We have collected historical data for Engines and Rescues that drove through Miami Springs Dr while on a 911 emergency response before and after the installation.

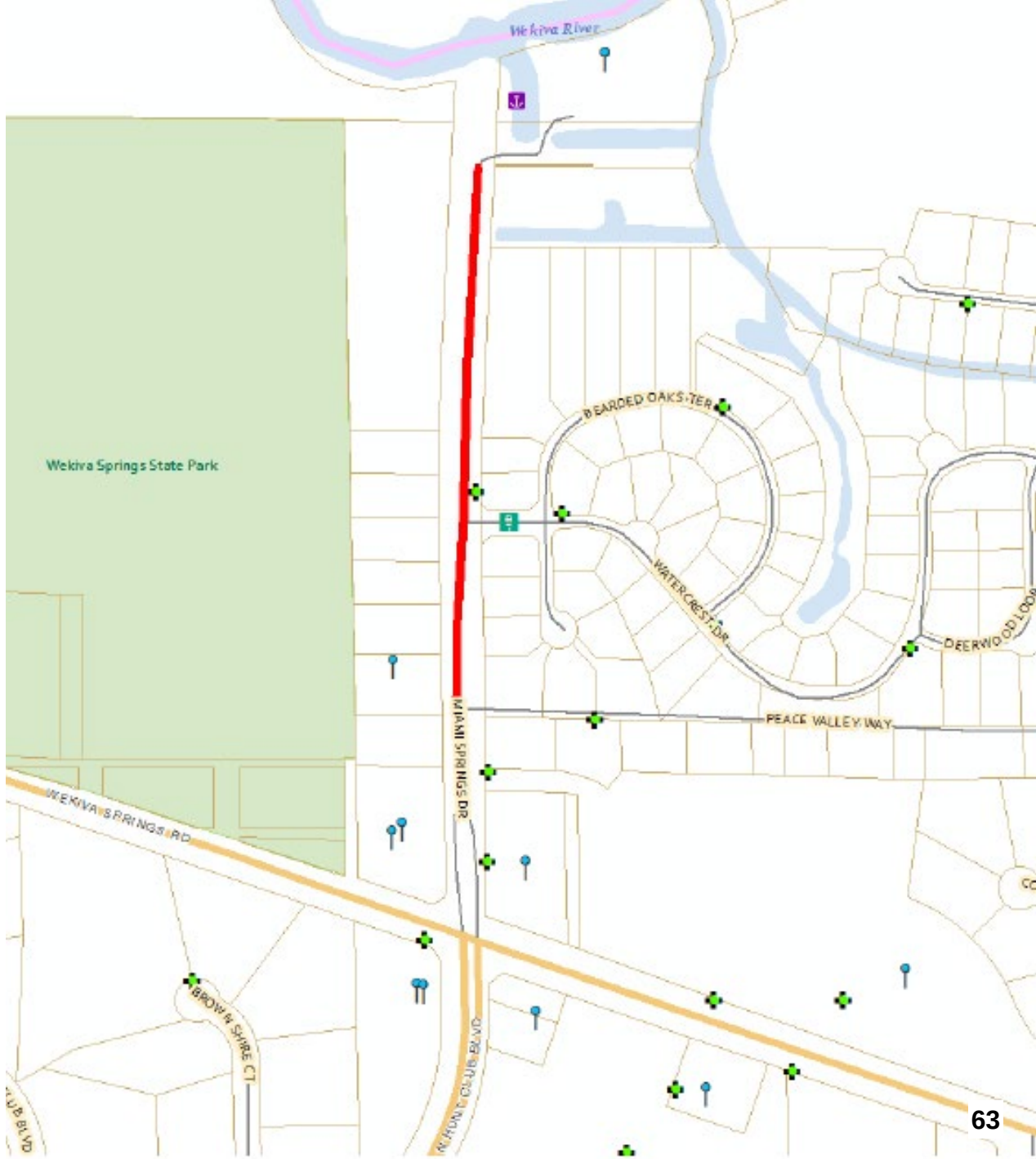
Location: Miami Springs Drive

# of Devices: (2) Speed Cushions

Installation Date: October 2022

	90th percentile MPH when dispatched through Miami Springs Dr		
	Pre-Install	Post-Install	Difference
Engine	45	33	-12
Rescue	43	33	-10

90 percent of the time, emergency vehicle speeds have been reduced by 12 MPH for a Fire Engine and 10 MPH for an Ambulance when compared to their pre speed bump percentiles.



Being part of the process

Language to be added to Seminole County Administrative Code, Section 34.35

- (11) The design and use of traffic calming devices on all County roadways are subject to approval by the Seminole County Fire Department per the Florida Fire Prevention Code (Florida Statute 633) as these devices may impact emergency response times.

- (12) Traffic calming devices discussed in this document should not be placed on any street that is a primary/routine response route for emergency vehicles, including departure routes from a fire station. Primary/routine response routes are defined by the Institute of Transportation Engineers (ITE) as any street that emergency vehicles commonly use to allow for faster speeds, cut through access to adjacent areas and lesser physical impediments to achieve the shortest response time to their destination.

Seminole County Fire Department
SPEED CUSHION EVALUATION

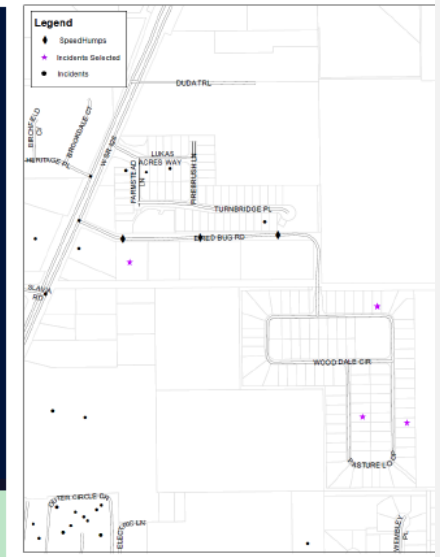
East Red Bug Road

Date: 5/19/2022

# of Speed Cushions Proposed: 03

Evaluated By: Fire Marshal Christina Diaz
Deputy Chief Ben Decuir

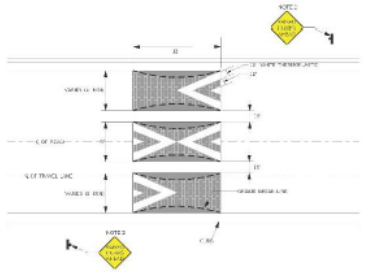
Traffic Calming Devices: Section 18.2.3.5.7 (NFPA 1, 2018 Edition)
The design and use of traffic calming devices shall be approved by the AHJ. The requirement for the AHJ to review and approve traffic calming devices applies to both private and public fire apparatus access roads



Posted Speed	Posted Travel Time	Study Based Travel Time	Number of Speed Humps
25	0:50	1:00.5	03

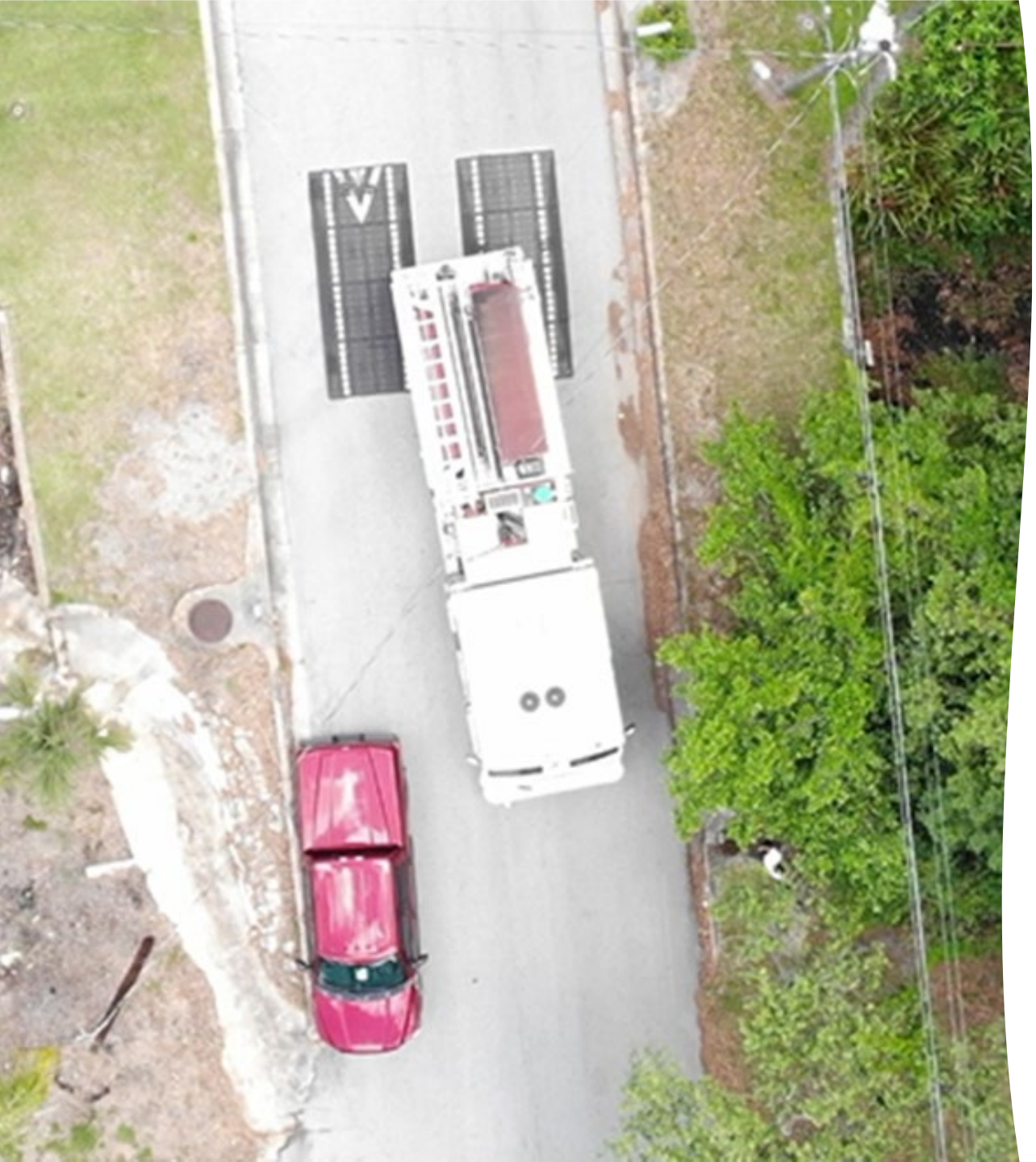
Total IRs*	Unique Incidents**	Incidents Responded To***
8	4	6

~ Source: CAD
~ 3.5 sec/ speed hump added to posted travel time
** 1 IR per unit responding*
*** # Unique IR*
**** Comes from CAD using a "bounding box" around the street of interest*



IMPACTS:

- **Fire department response can be reduced by a minimum of 10.5 seconds due to the (3) proposed speed cushions.**
  - **Please note, this apparatus access road was utilized 6 times in CY2021 while responding to emergency incidents within this area.**
- **Response time increased by a minimum of 21% due to the proposed speed cushions.**



Fire Department Requirements:

D. SPECIFIC FIRE DEPARTMENT DESIGN CONSIDERATIONS.

1) No Parking signage to be installed on both sides of roadways where such traffic calming devices installed and present within 100ft of either direction.
2) Mountable curbs or an Accessible Right-of-Way to be present to allow drivers to yield for passage of on-coming emergency vehicles.
3) Traffic calming device(s) shall not increase response times by more than one minute and the travel time to the furthest protected structure along the response route will not be increased to more than 5 minutes.
4) Fire Inspection required after installation of approved devices for final on-site evaluation and verification of compliancy.

- Considerations for approval will look at compounding factors to emergency vehicle response (i.e. other traffic calming devices on route)

(Section D. to be added to Seminole County Admin Code, Section 34.35)

TRAFFIC CALMING

Current Process To Evaluate A Request

- The requested roadway must meet the criteria noted below to qualify for traffic calming consideration:
  - Roadway must be subject to through traffic - not in a “closed development”.
  - Roadway must have driveways that directly access the road.
  - Maximum posted speed limit 30 MPH.
- If the roadway meets the noted criteria, Traffic Engineering will schedule a speed and volume study.
- If the speed studies indicate that there is an issue with excessive speeds (85th %-tile speed is at least 10 mph over posted speed limit) and traffic volumes are between 750 and 5,000 vehicles per day, we draft a solution and cost and forward to Fire Department (FD) for review and evaluation.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

TRAFFIC CALMING

Current Process To Evaluate A Request (cont.)

- If FD does not deny the request based on their initial criteria, we present FD findings to the area beyond the roadway in question that would be impacted by increased response times.
- If the impacted area approves the TC request by a simple majority (>50%) and the applicant still wishes to move forward with Staff's proposed solution, we would have them formally apply to Resource Management through the County's MSBU Program. As a reminder, an MSBU requires 65% approval of the owners on the roadway.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Pending Applications

- Three (3) roadways have met engineering criteria and would like to move forward with a MSBU.
  - The surrounding area should be supplied the Fire Department report of additional response time and surveyed for majority approval (>50%).
- Lockhaven has been working with Community Services through MSBU to use CDBG funds for traffic calming devices.
  - The surrounding area should be supplied the Fire Department report of additional response time and surveyed for majority approval (>50%).
- There are two (2) other roadways that meet criteria and appear to be potential for CDBG funding for traffic calming.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

STAFF RECOMMENDATION

- Update Traffic Engineering Admin Code to include Fire Department approval and MSBU Admin Code to include Traffic Calming MSBUs.
- After approval from the Fire Department, a survey of the surrounding area is performed with information provided about the proposed devices and additional response time to gain a majority approval (>50%) to move forward with the project.
- After majority approval by the surrounding area, the roadway could be considered for grant funding. Engineering works with Community Services to install the devices eligible for grant funding.
- If not eligible for grant funding, Engineering delivers information to MSBU to begin communication for creating a MSBU.
- Each traffic calming project shall be approved by the Board, regardless of funding.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

QUESTIONS?

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-499

Title:

Approve changes associated with the County Manager's organizational realignment **(Darren Gray, County Manager)**

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

407-665-7224

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MEMORANDUM

TO: Board of County Commissioners

FROM: Darren Gray, County Manager

DATE: April 27, 2023

RE: Organizational Realignment

I am pleased to announce an organizational realignment that marks the formation of a leadership team that will position Seminole County for continued success. This new structure consolidates our expertise, leveraging our leadership team's strengths to streamline our operations and enhance our ability to transform and continually improve.

As the attached organizational chart highlights, all leadership team members report to the County Manager. The Deputy County Manager and newly created Assistant County Manager will support designated departments to streamline day-to-day management.

The following changes are effective May 15, 2023, but will include a transition period through mid-June:

- Deputy County Manager Tricia Johnson will support Community Services, Development Services, the Office of Emergency Management, Seminole County Fire Department and will continue to oversee legislative affairs.

- Joining the County from Lake County Government and, most recently, Seminole County Public Schools, Kristian Swenson will assume the role of Assistant County Manager, effective May 31, 2023. Kristian will support the Environmental Services, Leisure Services, and Public Works Departments in this position.

- Assistant County Manager, Meloney Koontz, will manage constituent matters and special projects related to the County Manager's Office, as well as BCC meeting agenda production and oversight.

- Andrea Wesser-Brawner joins the County on June 12, 2023, as the Director of the newly created Office of Strategic Initiatives. This Office includes Economic Development, Tourism, and Strategic Initiatives, previously titled Organizational Excellence. Andrea comes to the County from UCF and previously served as the Chief Innovation Officer for Orange County Government.

- Budget Management will be elevated to a standalone Office with Tim Jecks as its Director. Lorie Bailey-Brown continues to Direct Resource Management, including additional County administrative functions.

- The Office of Communications, previously titled Community Relations, will encompass media relations, digital communications, graphics, and SGTV. The County Manager's Office will commence with a search for the Director of this Office in the next month.

Over the coming weeks and months, the leadership team will continue to assess the impact of this realignment. Much work remains to fully implement this new structure, and additional modifications are anticipated. For example, a position similar to a "Development Ombudsman" will be created over the next few months, reporting directly to the County Manager's Office.

This in-house resource will assist external partners with planning, engineering, permitting, and inspection activities to facilitate and expedite the process.

We will focus on innovating our processes, sharpening our strengths, expanding our performance, and continually improving our service to the citizens and business owners of Seminole County.

CITIZENS OF SEMINOLE COUNTY

CONSTITUTIONAL OFFICERS
Clerk of the Court
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

COUNTY MANAGER
DARREN GRAY

DEPUTY COUNTY MANAGER
TRICIA JOHNSON

ASSISTANT COUNTY MANAGER
KRISTIAN SWENSON

OFFICE OF COMMUNICATIONS
VACANT
Media Relations
Graphics
SGTV
Digital Communications

ASSISTANT COUNTY MANAGER
MELONEY KOONTZ
Agenda Management
Constituent Matters
Special Projects

OFFICE OF STRATEGIC INITIATIVES
ANDREA WESSER-BRAWNER, DIRECTOR
Economic Development
Tourism
Strategic Initiatives

SUPPORTS

SUPPORTS

ENVIRONMENTAL SERVICES
KIM ORNBERG, DIRECTOR
Business Office
Utility Operations
Solid Waste
Utilities Engineering

PUBLIC WORKS
JEAN JREIJ, DIRECTOR
Construction
Engineering
Fleet
Facilities Management
Roads/Stormwater
Traffic Engineering
Watershed Management

LEISURE SERVICES
RICK DURR, DIRECTOR
Extension Services
Greenways and Natural Lands
Library Services
Parks and Recreation

OFFICE OF MANAGEMENT AND BUDGET
TIM JECKS, DIRECTOR

INFORMATION SERVICES
JAMES GAROUTSOS, CIO
Enterprise Administration
Enterprise Software Development
GIS
Business Office
Workstation App
Network and Communication Services
Portfolio Management

RESOURCE MANAGEMENT
LORIE BAILEY-BROWN, CFO
Financial Management
Grants
MSBU
Purchasing and Contracts
Risk Management
Mail Center/ Print Shop

OFFICE OF HUMAN RESOURCES
CHRISTINA BRANDOLINI, DIRECTOR
Recruiting
Training and Wellness
Employee Relations
Employee Benefits

FIRE/EMS
MATT KINLEY, FIRE CHIEF
Emergency Communication
Fire/EMS Administration
Fire/EMS Operations
Fire Prevention

COMMUNITY SERVICES
ALLISON THALL, DIRECTOR
Community Assistance
Veterans Services
Community Development
Community Health

OFFICE OF EMERGENCY MANAGEMENT
ALAN HARRIS, DIRECTOR
Addressing
Animal Services
E-911
Emergency Management
Telecommunications

DEVELOPMENT SERVICES
REBECCA HAMMOCK, DIRECTOR
Building
Planning and Development
Impact Fees

File Number: 2022-7181

Title:

Approve and authorize the Chairman to execute the mutual termination agreement between 17-92 Five Points, LLC and Seminole County relating to the U.S. 17-92 CRA Redevelopment Grant Agreement; and approve the Resolution implementing Budget Amendment Request (BAR) #23-045 through the 17-92 CRA Fund, General Fund, Transportation Trust, and Fire Fund in the net amount of $376,420.04 to provide Tax Increment refunds for the amount committed the corresponding project; and recognize associated interest and interfund transfer revenues. Countywide **(Tricia Johnson, Deputy County Manager)**

Division:

County Manager Office - Economic Development

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

407-665-7224

Background:

The U.S. 17-92 Community Redevelopment Agency (CRA) entered into an agreement with 17-92 Five Points, LLC on October 10, 2017 to catalyze redevelopment of the former Flea World property (4311 South U.S. 17-92, Sanford, Florida 32771).

Pursuant to the terms of the agreement, a $740,000 CRA Redevelopment Grant was awarded to the “Reagan Center Project,” for demolition, construction, and redevelopment on the property. Following site demolition, no vertical construction occurred on the property. The development authorization and permitting for the Reagan Center project no longer exists and 17-92 Five Points, LLC was administratively dissolved as of September 25, 2020. The property has subsequently been transferred and is now owned by Foundation RE Holdings, LLC.

The duties and responsibilities of the U.S. 17-92 CRA sunset on December 31, 2017. Since that date, no additional revenues have been collected, notwithstanding interest

earned on the existing fund balances. The CRA took its final actions on December 12, 2017 to ensure funds allocated toward approved projects would be escrowed through project completion or termination date of outstanding agreements.

Consistent with Florida Statutes, following the dissolution of the CRA Board, all property owned by the preexisting special district government is transferred to the local general-purpose government, which also assumes all indebtedness and financial oversight of the 17-92 CRA Trust fund through its close-out.

The current fund balance for the 17-92 CRA Trust Fund, including recognition of $6,093.19 in interest earned to date, is $595,218.22. Upon execution of the Termination Agreement, there are no outstanding project commitments remaining within 17-92 CRA Fund.

Pursuant to interlocal agreement, the remaining balances are available for refund to the County and participating Cities. This $595,218.22 total refund will be made proportionately to each taxing authority that paid into the CRA. Refund amounts have been calculated on the attached cost table.

Board approval of BAR #23-045 will also recognize $373,201.82 in interfund transfers from the 17-92 CRA Fund to the General fund ($309,513.47); Transportation Trust ($2,380.87) and Fire Fund ($61,307.48).

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute the mutual termination agreement between Foundation RE Holdings, LLC and Seminole County relating to the U.S. 17-92 CRA Redevelopment Grant Agreement; and approve the Resolution implementing Budget Amendment Request (BAR) #23-045 through the 17-92 CRA Fund, General Fund, Transportation Trust, and Fire Fund in the net amount of $376,420.04 to provide Tax Increment refunds for the amount committed the corresponding project; and recognize associated interest and interfund transfer revenues.

MUTUAL TERMINATION OF U.S. 17-92 CRA REDEVELOPMENT GRANT AGREEMENT

THIS MUTUAL TERMINATION OF AGREEMENT is made and entered into this 21st day of December, 2022, by and between **17-92 FIVE POINTS, LLC**, a dissolved Florida limited liability company, whose address is ~~610 N. Orange Ave., Orlando,~~ 535 Versailles Dr Maitland 32751 ~~32801~~, in this Mutual Termination of Agreement referred to as "FIVE POINTS", 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 Mutual Termination of Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the U.S. 17-92 Community Redevelopment Agency (the "CRA") has expired and been terminated, with the successor agency being the COUNTY; and

WHEREAS, FIVE POINTS was the applicant for a U.S. 17-92 CRA Catalyst Project Grant Application and was authorized by the prior property owners to redevelop the property to be known as known as the Reagan Center (f/k/a Flea World); and

WHEREAS, FIVE POINTS, a Florida limited liability company, was administratively dissolved for not filing its annual report as of September 25, 2020; and

WHEREAS, the property has subsequently been transferred and is now owned by Foundation RE Holdings, LLC; and

WHEREAS, FIVE POINTS and the CRA entered into the US 17-92 CRA Redevelopment Grant Agreement with an effective date of October 10, 2017 (the "Agreement"); and

WHEREAS, under the Agreement, FIVE POINTS was to redevelop the property into a mixed use project to be known as the Reagan Center and receive an annual award payout from CRA funds in an amount which is the equivalent of ten (10) times the amount of the increase in

total real estate ad valorem taxes paid on the project property over that which was paid in the prior year that was attributable to the assessed value of new "vertical" construction associated with the project; and

WHEREAS, the development authorization and permitting for the Reagan Center mixed use project no longer exists and no vertical construction has occurred on the property; and

WHEREAS, COUNTY and FIVE POINTS have mutually determined it is in their mutual best interest to terminate the Agreement; and

WHEREAS, FIVE POINTS acknowledges and confirms that no vertical construction has occurred on the property and the Reagan Center Project is no longer authorized or permitted for construction, and COUNTY does not currently owe anything for services performed pursuant to the Agreement; and

WHEREAS, termination of the Agreement constitutes winding up of the existing business of 17-92 FIVE POINTS, LLC,

NOW, THEREFORE,

1. The foregoing recitals are true and correct and form a material part of this Mutual Termination of Agreement upon which the parties have relied.

2. FIVE POINTS and COUNTY hereby agree that the Agreement is hereby terminated.

3. FIVE POINTS acknowledges and confirms that COUNTY does not owe FIVE POINTS any payment under the Agreement and that COUNTY, as successor agency to the CRA, shall disburse all remaining CRA funds previously allocated under the Agreement in accordance and consistent with Section 163.387(7)(a) and Chapter 163, Part III, Florida Statutes.

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

17-92 FIVE POINTS, LLC

Rita Merhi
Witness
Rita Merhi
Print Name

By: [signature]

Print Name: TURGUT DERVISH

Witness
Sean Smith
Print Name

Title: Authorized Agent

Date: 12-21-22

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
PHC/lpk/DTE
11/21/2022
T:\Users\Legal Secretary CSB\Economic Development\2022\US 17-92 CRA Redevelopment Grant Agt Termination_LLC.docx

US 17-92 COMMUNITY REDEVELOPMENT TRUST FUND
MAY 2023 REFUNDS BY JURISDICTION

TAXING AUTHORITY	TOTAL PAID INTO 17-92 CRA (FEB 2018)	FY18 VAB TRUE-UP ADJUSTMENT	FINAL AMOUNTS PAID INTO 17-92 CRA	% OF TOTALS	REAGAN CENTER REFUND	BEGINNING FUND BALANCE ADJUSTMENT	UNASSIGNED FUND BALANCE (4/30/2023)	US 17-92 CRA TRUST FUND CASH BALANCE (04/30/2023)
TAX INCREMENTS - SANFORD	9,028,489.01	(2,943.57)	9,025,545.44	29.4%	174,048.00	(845.24)	1,791.40	174,994.16
TAX INCREMENTS - CASSELBERRY	108,952.78		108,952.78	0.4%	2,368.00	(11.50)	24.37	2,380.87
TAX INCREMENTS - LAKE MARY	854,604.58	(352.49)	854,252.09	2.8%	16,576.00	(80.50)	170.61	16,666.11
TAX INCREMENTS - WINTER SPRINGS	1,444,786.83	(116.58)	1,444,670.25	4.7%	27,824.00	(135.12)	286.38	27,975.26
SUBTOTAL CITIES	11,436,833.20	(3,412.64)	11,433,420.56	37.3%	220,816.00	(1,072.36)	2,272.76	222,016.40
TAX INCREMENTS - COUNTY	15,951,499.23	(13,473.40)	15,938,025.83	52.0%	307,840.00	(1,494.98)	3,168.46	309,513.47
TAX INCREMENTS - FIRE	3,159,900.34	(6,258.81)	3,153,641.53	10.3%	60,976.00	(296.12)	627.60	61,307.48
TAX INCREMENTS - ROADS	111,895.86	(245.28)	111,650.58	0.4%	2,368.00	(11.50)	24.37	2,380.87
SUBTOTAL COUNTY	19,223,295.43	(19,977.49)	19,203,317.94	62.7%	371,184.00	(1,802.60)	3,820.43	373,201.82
TOTAL TAX INCREMENT REVENUE	**30,660,128.63**	**(23,390.13)**	**30,636,738.50**	**100.0%**	**592,000.00**	**(2,874.97)**	**6,093.19**	**595,218.22**

UNAUDITED DATA AS OF APRIL 24, 2023. REFUNDS ARE BASED ON THE OCTOBER 21, 1998, MULTI-PARTY INTERLOCAL AGREEMENT ESTABLISHING THE U.S. HIGHWAY 17-92 CORRIDOR REDEVELOPMENT PLANNING AGENCY, SECTION 7 - DISTRIBUTION OF TRUST FUND AT TERMINATION OF REDEVELOPMENT PLAN.

THERE ARE NO OUTSTANDING PROJECT COMMITMENTS REMAINING WITHIN THE 17-92 CRA FUND AFTER THE CLOSEOUT OF THE REAGAN CENTER

AMOUNT PAID INTO 17-92 CRA INCLUDES ALL TIF FUNDS THROUGH SUNSET OF CRA.

REAGAN CENTER CONTRUCTION PROJECT REFUND	
BAR 17-009- AGREEMENT AMOUNT	740,000
PAYMENT TO FIVE POINTS LLC FOR DEMOLITION OF REAGAN CENTER	(148,000)
TOTAL REMAINING PROJECT BUDGET	592,000

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-045**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION DEPT / 17-92 CRA

Fund(s): 13300 17/92 REDEVELOPMENT TI FUND

RM Recommendation	
W. AVILES	4/21/2023
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:
Provide Tax Increment refunds for the amount committed for the Reagan Center Project; to recognize associated interest and interfund transfer revenues. Refunds for the Reagan Center Project will be proportionately returned to the County and the City based on contributions made during the term of the trust fund.

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	13300	13300	399999		BEGINNING FUND BALANCE		3999990001	(2,874.97)
Revenue	13300	13300	361100		INTEREST ON INVESTMENTS		3611000001	6,093.19
Revenue	00100	00100	381100	13300	TRANSFER IN		3811000001	309,513.47
Revenue	11200	11200	381100	13300	TRANSFER IN		3811000001	61,307.48
Revenue	10101	10101	381100	13300	TRANSFER IN		3811000001	2,380.87
						Total Sources		**376,420.04**
Expenditure	**13300**	**00015008**	580821	**00001**	AID TO PRIVATE ORGANIZATIONS			(592,000)
Expenditure	13300	011102	580811		AID TO GOVT AGENCIES (SANFORD)		8110103401	174,994.16
Expenditure	13300	011102	580811		AID TO GOVT AGENCIES (CASSELBERRY)		8110103401	2,380.87
Expenditure	13300	011102	580811		AID TO GOVT AGENCIES (LAKE MARY)		8110103401	16,666.11
Expenditure	13300	011102	580811		AID TO GOVT AGENCIES (WINTER SPRINGS)		8110103401	27,975.26
Expenditure	13300	011102	590910	00100	TRANSFER OUT		9109999901	309,513.47
Expenditure	13300	011102	590910	11200	TRANSFER OUT		9109999901	61,307.48
Expenditure	13300	011102	590910	10101	TRANSFER OUT		9109999901	2,380.87
							Expenditure Sub-Total	3,218.22
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	309,513.47
Reserve	11200	999912	599998		RESERVE FOR CONTINGENCIES		9989999901	61,307.48
Reserve	10101	999902	599998		RESERVE FOR CONTINGENCIES		9989999901	2,380.87
							Reserve Sub-Total	373,201.82
						Total Uses		**376,420.04**

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:_____

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

File Number: 2023-355

Title:

Approve and authorize the Chairman to execute the First Amendment to Seminole County Housing Authority Tenant Based Rental Assistance (TBRA) Agreement to utilize 2017-2018 HOME Partnership funds that are still available. Countywide (**Stacey Smithwick, Community Development Division Manager**)

Division:

Community Services - Community Development

Authorized By:

Allison Thall

Contact/Phone Number:

Stacey Smithwick/407-665-2362

Background:

The Tenant-Based Rental Assistance (TBRA) program provides subsidized rental housing for extremely low-income elderly and/or disabled households.

The County entered into an agreement on October 13, 2022 with the Seminole County Housing Authority for HOME Partnership and Community Development Block Grant (CDBG) funds for the provision of case coordination and eligibility services associated with the TBRA program in the amount of $507K.

> $420K was allocated from HOME funds spread across three fiscal years, 2018-2019 through 2020-2021.
>
> $87K was allocated from CDBG funds spread across two fiscal years, 2019-2020 through 2020-2021.

During staff's recent review in IDIS, HUD's financial reporting system, of the HOME funds budgeted for TBRA it was discovered that HOME funds, originally allocated in fiscal year 2017-2018, were unspent.

To comply with HUD's accounting policy, jurisdictions are expected to follow the FIFO method - First In/First Out. This First Amendment will incorporate the 2017-2018 HOME funds for the TBRA program which was a HUD-approved eligible activity in 2017-2018 as well. The 2017-2018 HOME funds must be spent by 9/23/2023 per HUD guidelines. There is approximately $181K 2017-2018

funds that will now be used first, before the use of other fiscal year funding as noted in the original agreement.

The Scope of Services have been updated to reflect the addition of 2017-2018 HOME funding with a schedule for completing the work, as well as a new Budget, new Payment Request, and new Monthly Performance report.

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.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to Seminole County Housing Authority Tenant Based Rental Assistance (TBRA) Agreement to utilize 2017-2018 HOME Partnership funds that are still available.

FIRST AMENDMENT TO SEMINOLE COUNTY AND SEMINOLE COUNTY HOUSING AUTHORITY TENANT BASED RENTAL ASSISTANCE (TBRA) 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 13th day of October, 2022, between **SEMINOLE COUNTY HOUSING AUTHORITY**, whose address is 662 Academy Place, Oviedo, Florida 32765, in this Amendment referred to as "SUBRECIPIENT", 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".

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT and COUNTY entered into the above referenced Agreement on October 13, 2022, for HOME Partnership and Community Development Block Grant ("CDBG") funds for the provision of case coordination and eligibility services associated with the Tenant Based Rental Assistance ("TBRA") Program; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 11 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 4 of the Agreement is amended to read as follows:

Section 4. Scope of Services and Use of Funds. SUBRECIPIENT, in a manner satisfactory to COUNTY, must perform or cause to be performed all services as implied, described, referred to, or governed by the Scope of Services/Budget. All work must be completed in compliance with all applicable Seminole County Codes and Ordinances and in a satisfactory and proper manner as determined by the Community Services Department. Such services must be performed, except as otherwise specifically stated in this Agreement, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

(a) The Grant. Under the terms and conditions of this Agreement, COUNTY has allocated FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($420,000.00) in HOME funds from Fiscal Year 2017-2018, 2018-2019, 2019-2020 and Fiscal Year 2020-2021, and EIGHTY-SEVEN THOUSAND AND NO/100 DOLLARS ($87,000.00) in CDBG funds from Fiscal Year 2019-2020 and Fiscal Year 2020-2021 to SUBRECIPIENT to administer the Program, as defined below. Any funds remaining unexpended or not disbursed to SUBRECIPIENT by COUNTY as of the termination date of this Agreement may be deobligated from this Agreement and made available for other COUNTY programs as determined by COUNTY.

(b) Program Description. SUBRECIPIENT will administer and operate a Tenant Based Rental Assistance (TBRA) Program that provides subsidized rental housing for Extremely Low Income elderly and/or disabled households. The standards for eligible households to receive services pursuant to this Agreement are listed in the Scope of Services/Budget. SUBRECIPIENT must have written leases with eligible households that are for a period of not less than (1) one year. The written lease must include the TBRA/HOME Program Lease Addendum attached to and incorporated to this Agreement as Exhibit I which enumerates prohibited lease terms for HOME subsidized rental assistance. The written lease must also

include a Violence Against Women Act (VAWA) addendum in the format attached to and incorporated to this Agreement as Exhibit J. The scope of work, and a schedule for completing the work and a budget is set forth in the Scope of Services/Budget.

(c) Goals and Performance Measures; Implementation Schedule. SUBRECIPIENT will perform the described tasks in conformance with the services being provided to a minimum of thirty (30) households in Seminole County with HOME/CDBG funds during the term of this Agreement.

(d) Staffing. SUBRECIPIENT will assign key personnel and staff to this Program in accordance with services listed in the Budget set forth in the Scope of Services/Budget.

(e) Performance Monitoring. COUNTY will monitor the performance of SUBRECIPIENT based on the goals and performance measures established in the Scope of Services/Budget.

(f) Budget. SUBRECIPIENT will use the grant proceeds for eligible expenses permitted under the HOME and CDBG regulations and in accordance with the Scope of Services/ Budget set forth in Exhibit B. Expenditures must be directly attributable to the provision of the services under the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the Community Services Department Director before related expenditures can be undertaken. SUBRECIPIENT is responsible for any cost overruns above the total grant amount of FIVE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS ($507,000.00).

SUBRECIPIENT will not use any HOME or CDBG funds for prohibited activities. SUBRECIPIENT acknowledges and agrees that any funds not used in accordance with permitted CDBG or HOME regulations and the Budget must be repaid to COUNTY.

2. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services attached to this First Amendment as Exhibit A.

3. Exhibit B of the Agreement is deleted and replaced by the new Budget attached to this First Amendment as Exhibit B.

4. Exhibit C of the Agreement is deleted and replaced by the new Payment Request attached to this First Amendment as Exhibit C.

5. Exhibit E of the Agreement is deleted and replaced by the new Monthly Performance Report attached to this First Amendment as Exhibit E.

6. 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.

ATTEST: SEMINOLE COUNTY HOUSING AUTHORITY

_____ By:_____

SHERRY SWIFT, Executive Assistant SHANNON YOUNG, Executive Director

Date:_____

[CORPORATE SEAL]

[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/lpk
3/16/23
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Attachments:
Exhibit A – Scope of Services
Exhibit B – Budget
Exhibit C – Payment Request
Exhibit E – Monthly Performance Report

EXHIBIT A

SCOPE OF SERVICES

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT.

SUBRECIPIENT will be reimbursed for eligible expenses associated with Tenant Based Rental Assistance (TBRA) Components. SUBRECIPIENT will be responsible to contribute and input data regarding all assisted households with HOME funds in a secure database of its choosing.

Tenant Based Rental Assistance Component:

This component is designed to assist extremely-low income persons who are elderly (62+) and/or disabled with monthly rental subsidies and security deposits:

- Security Deposits
- Rental Assistance

An eligible household for TBRA Component services must meet the following criteria:

- At or below 30% of median income (as evident from income certification);
  - Note: Ten Percent (10%) of program slots are available for households at or below 50% of the area median income (very-low income)
- Head of Household must be elderly (62+) or disabled;
- Reside in Seminole County.

All households that receive assistance under the TBRA Activity must identify a unit that meets the following criteria:

- Unit must pass HUD Housing Quality Standards (HQS) Inspection ;
- Rental assistance must be at or below the Fair Market Rent (FMR) for a unit less the unit utility allowance; and
- Units must comply with HUD's rent reasonableness standards.

The goals and objectives of SUBRECIPIENT under this agreement will be to provide the following services to eligible Seminole County residents:

SUBRECIPIENT will adhere to the following guidelines:

Service	Number Served
Tenant Based Rental Assistance: Rental Assistance – On-going monthly rental subsidy (that is not time limited and does not require a household to move by a specified date or within a specified timeframe.) Security Deposit – One-time payment of up to two (2) month's rent	30 Households

- Assist individuals/households regardless of their current housing status (homeless or housed) at the time of application.
- Conduct project activities consistent with the County 5 year Consolidated Plan and Annual Action Plan.
- Ensure the program is **readily accessible and broadly available community-wide (not limited to the agency clients/programs)**.
- Maintain a TBRA waitlist when openings become available. Program is considered at full capacity when 30 households are being simultaneously assisted with on-going rental subsidy.

SUBRECIPIENT will be responsible for the following:

- Determining client/household eligibility income annual income recertification
- Conducting the HQS no less than annually on each unit a TBRA recipient resides
- Calculate the Utility Allowance for the household on an annual basis
- Completing the lease renewal process and/or new move-in/leasing process
- Ensuring unit is both reasonable and the maximum rent does not exceed the Fair Market Rent (FMR) less the Utility Allowance (UA)
- Calculating the tenant's monthly co-payment using the Adjusted Gross Income calculation
- Accepting new applications and establishing a waitlist when program slots reach capacity
- Executing agreement between Housing Authority and Landlord and Housing Authority and

Tenant per HOME regulations

- Agreements should include at a minimum include the lease term, base rent amount, portion covered by SCHA and client monthly co-payment, responsibilities of the landlord, HOME Prohibited Lease language rental insurance requirements, landlord/tenant dispute resolution, reasons for termination, and the informal hearing/appeal process

- Ensuring the HOME Program Lease Addendum (Exhibit I) and the VAWA Lease Addendum (Exhibit J) are signed by both the tenant and landlord and renewed annually.

Section II. PAYMENT SCHEDULE/BUDGET.

For its performance under this Agreement, SUBRECIPIENT will receive reimbursement of:

- Federal FY 2017-2018 through 2020-2021 HOME funds from COUNTY in an amount not to exceed **FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($420,000.00)**;

- Federal FY 2018-2019 through 2019-2020 Community Development Block Grant (CDBG) funds from COUNTY in an amount not to exceed **EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($87,000)**

(Hereinafter referred to as "Grant Funds"), which may be requested on or after October 1, 2022.

Payment will only be provided on a reimbursable basis with the submission of the proper supporting documentation. COUNTY will provide funds to SUBRECIPIENT for all allowable expenses as described in Section I according to the schedule above.

All requests shall be on SUBRECIPIENT's official letterhead on a monthly basis. Requests for payment must be submitted to COUNTY's Community Services Department, in substantially the same format as Exhibit C. All requests for payment must comply with the requirements in Article I of this Agreement and the Scope of Service (Exhibit A). The last payment request of the project should indicate Closeout. Subrecipient will be required to submit a Set-Up Form (Exhibit D) for each tenant during the initial payment of that lease term and notify the County if the rent amount changes during the lease and the reason for the change.

If COUNTY, through its monitoring or review, determines that SUBRECIPIENT has performed, or is performing below the specified goals and objectives, the total consideration to be paid to SUBRECIPIENT shall be subject to a reduction, as determined by COUNTY.

PROJECT BUDGET

	Grant Funds
TBRA Rental Assistance and Security Deposits (HOME)	$420,000.00
Project Administration for Personnel (CDBG)	$87,000.00

Total	**$507,000.00**

Section III. PERFORMANCE MEASURES.

The Performance of SUBRECIPIENT will be determined by the following indicators over the period of the Agreement:

Service	Number Served
Tenant Based Rental Assistance Benchmarks: - Maintain 100% program capacity* - At least 95% of program participants will remain housed - Maintain active waitlist to utilize when slots become available	30 Households 28 Households

*After project has reached full capacity.

Section IV. PROGRAM REPORTS.

SUBRECIPIENT shall submit to COUNTY within fifteen (15) days from the end of each month, using a Program Performance Report in substantially the same format as set forth in Exhibit E, attached hereto and made a part hereof. The last Program Report should indicate that is the Closeout Report.

Section V. EMERGENCY DUTY/INCIDENT MANAGEMENT.

Pursuant to a Federal, State or local government Declared State of Emergency, COUNTY may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, SUBRECIPIENT may be required to assist COUNTY in response and recovery efforts to include sharing of information, partnering with COUNTY for use of SUBRECIPIENT's resources, and coordination of any actions deemed necessary to augment the COUNTY's response and/or recovery efforts. SUBRECIPIENT agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Emergency Operations Center or other designated location.

SUBRECIPIENT further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for COUNTY to reallocate federal funds designated to SUBRECIPIENT for the purposes of emergency situation management operations. Program funds will be reallocated to SUBRECIPIENT in the amount de-obligated under the suspension after the emergency management is declared completed.

EXHIBIT – B
PROJECT BUDGET

Activity	Budget	Funding Source
Monthly Rental Subsidy and Security Deposits	$420,000	HOME
Administering TBRA- Staff Support*	$87,000	CDBG
Total	**$507,000**	

**CDBG personnel funds are eligible for HOME related activities.*

EXHIBIT C

REQUEST FOR

PAYMENT

SUBRECIPIENT: **Seminole County Housing Authority**

PROGRAM NAME: HOME Tenant Based Rental Assistance (TBRA)

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

Budget Categories	Total Approved Budget	Expenditures			Remaining Balance
		Previous Payment	Amount of this Request	Payments Made to Date	
Security Deposits and Rental Subsidy	$420,000				
Administering TBRA- Staff Costs	$87,000				
TOTAL	$507,000				

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).

Date Received

_____ _____

Executive Director (Signature) Date

Please attach documentation substantiating expenditures.

EXHIBIT E

MONTHLY PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Seminole County Housing Authority

PROGRAM: HOME Tenant Based Rental Assistance (TBRA)

REPORT PERIOD_____

I. STATUS REPORT ON GOALS AND OBJECTIVES:

Units of Service Provided	Annual Program Goal	Report Period Assisted	Year to Date	Number of New Households	Number of Head of Households with Disability	Number of Households-Elderly	Number of Elderly **AND** Disabled Households
Monthly Rental Subsidies	30						

II. OTHER COMMENTS:

_____

_____

_____

File Number: 2023-461

Title:

Approve an increase to the budget for a FY22/23 SHIP Reconstruction Project from $200,000 to $225,000 to complete the project located at 3039 McKinley Lane, Sanford, FL 32771. The Board approved FY2022-2025 Local Housing Assistance Plan (LHAP) on May 24, 2022, which sets the Homeowner Reconstruction Strategy's budget to a maximum of $200,000. This budget includes contractor costs, relocation, and storage costs. 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:

Staff consulted with the Florida Housing Finance Corporation (FHFC) regarding the need to increase the SHIP FY22/23 budget to complete the reconstruction of a single-family dwelling unit at 339 McKinley Lane, Sanford, FL 32771. To ensure compliance with an audit by FHFC, the file must show that the budget increase was approved by the Board of County Commissioners prior to recommencement of the project.

The following timeline outlines the reason for this request of the project budget:

- **August 2021**- The homeowner met the SHIP eligibility guidelines and signed a 30-year SHIP mortgage/note to allow her home to be demolished and reconstructed.
- **September 2021** - Staff selected the contractor for the project and provided their name and business to the Procurement Department.
- **September 2021 - December 2021** - During this timeframe, two significant items required Procurement/Contactor involvement:
    - 1 - Procurement was in the process of renewing the Master Services Agreement with

participating contractors under the SHIP program; and

- 2 - Procurement submitted a recommendation that all contractors produce a Performance Bond prior to being awarded a SHIP construction project.

- **December 2021** - The contractor and the applicant signed the Notice of Commencement.
- **January 2022 - March 2022 -** The contractor began the process for applying for permits.
- **April 2022 - August 2022** - The home was demolished and plumbing, and foundation work commenced.
- **August 2022** - Staff was notified that the applicant had passed away in late July 2022. Prior to the applicant's passing, the property had been deeded over to her Living Trust, which listed 6 beneficiaries. The Trustee, following the applicant's death, deeded the home to her daughter (granddaughter of the applicant). Staff immediately issued a Stop Work Order to the contractor and began working with the beneficiaries to determine if each beneficiary agreed to relinquish their interest to the new deed holder. Until this legal matter was resolved, SHIP funds could not be expended on this project as the current SHIP mortgage/note - in the name of the deceased applicant - was in default.
- **September 2022 - October 2022** - Staff scheduled a TEAMS meeting with the beneficiaries to discuss the project and the options the family had as it related to the SHIP mortgage/note. This meeting was re-scheduled to early October due to the hurricanes that impacted the State.
- **October 2022** - The TEAMS meeting was held, and it was explained that each beneficiary needed to provide a notarized statement of their intent regarding their interest in the asset. It was agreed by all 6 heirs that the home should pass to the deceased applicant's granddaughter.
- **November 2022** - Staff received all beneficiary forms and then, multiple administrative activities began. The process of income qualifying the new deed holder (the granddaughter) was stalled several times due to the start of a new college semester. Additionally, a legal work request was submitted for the preparation of the Assumption of Mortgage, ultimately the new applicant was determined income eligible. The Assumption of Mortgage was finally executed and was recorded on March 2, 2023.
- **March 2023 - April 2023** - Staff contacted the contractor to determine his cost to re-mobilize and complete the project. Due to the increased cost of construction materials the contractor submitted a re-mobilizing estimate approximately $25,000 above the program's maximum threshold of $200K. A Resume Work Order was issued by the Procurement Department and the new Notice to Proceed will be signed after approval of the budget.

The $25,000 increase being requested for this project is based on the contractor costs, potential relocation, and storage costs for the new applicant as well as any unforeseen changes in scope of work.

Staff Recommendation:

Staff recommends the Board approve an increase to the budget for a FY22/23 SHIP Reconstruction Project from $200,000 to $225,000 to complete the project located at 3039 McKinley Lane, Sanford, FL 32771. The Board approved FY2022-2025 Local Housing Assistance Plan (LHAP) on May 24, 2022, which sets the Homeowner Reconstruction Strategy's budget to a maximum of $200,000. This budget includes contractor costs, relocation, and storage costs.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-394

Title:

Issue a determination that the unoccupied structures located at 2059 Sipes Avenue, Sanford, are a Public Nuisance and authorize the Building Official to: (1) serve notice of this determination, pursuant to Sections 168.5 and 168.6, Seminole County Code; and (2) set a date of June 27, 2023 for a "Show-Cause" public hearing, as prescribed in Sections 168.5-168.7, Seminole County Code. District5 - Herr; **(Liz Parkhurst, Project Manager).**

Division:

Development Services - Building

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Bob Pike - 407-665-7460

Background:

Pursuant to Chapter 168, Seminole County Code, the Building Official is requesting that the Board: (1) issue a determination that the structures located at 2059 Sipes Avenue, Sanford are a Public Nuisance; (2) authorize the Building Official to notice the owners of this determination and set a date of June 27, 2023 for a "Show-Cause" public hearing, in accordance with Sections 168.5-168.7, Seminole County Code.

The Building Official's certified findings are attached to this Agenda Memorandum, finding that the structures at 2059 Sipes Avenue, Sanford are: unoccupied and unsuitable for occupancy; dangerous and unsafe; a fire hazard; and a hazard to the safety or health of the general public, all by reason of inadequate maintenance, dilapidation, and abandonment. Based on the foregoing, the Building Official has hereby declared these structures are a Public Nuisance under the provisions of Chapter 168, Seminole County Code.

The Building Official was unable to contact the record owners of this property. A timeline of notification attempts are listed below:

SEBRON & VIRENA LANIER
2059 Sipes Avenue, Sanford
Parcel ID: 33-19-31-300-071A-0000
Legal Description: SEC 33 TWP 19S RGE 31E S 60 FT OF W 132 FT OF S 1/4 OF NW 1/4 OF NW 1/4 OF SW 1/4 (LESS RD)

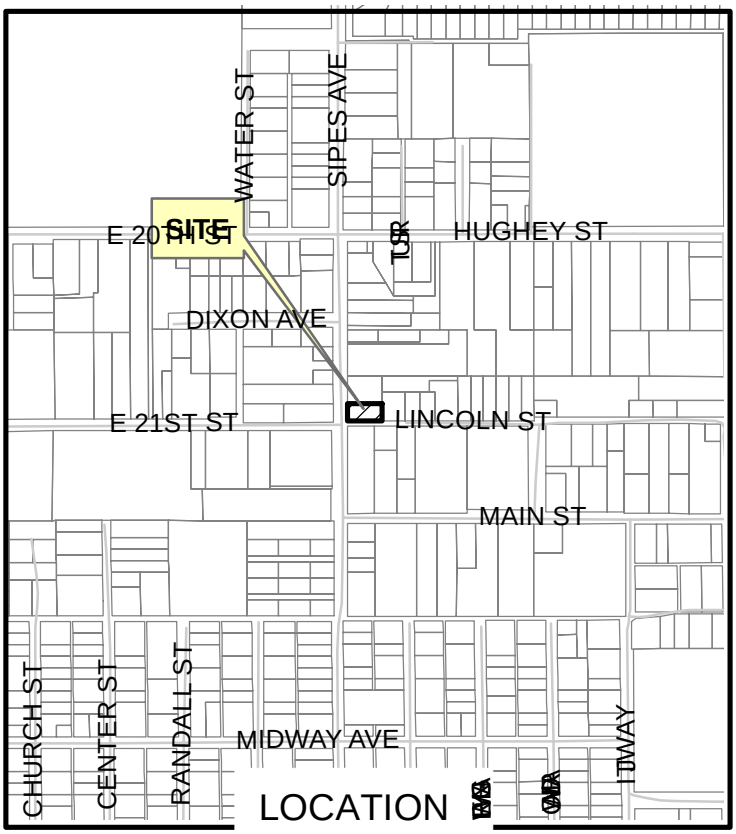
- Certified and First-Class Letters sent out: February 4, 2022
- Certified Mail returned undeliverable: February 14, 2022
- First Class Letter returned undeliverable: February 14, 2022
- Certified and First-Class Letters notifying of May 9, 2023 BCC meeting sent out: March 30, 2023
- Certified Mail returned undeliverable: April 12, 2023
- As of the preparation of this agenda memorandum, the First-Class Letter with Notice of Hearing have not been returned
- Property was posted with the notice of hearing on March 31, 2023

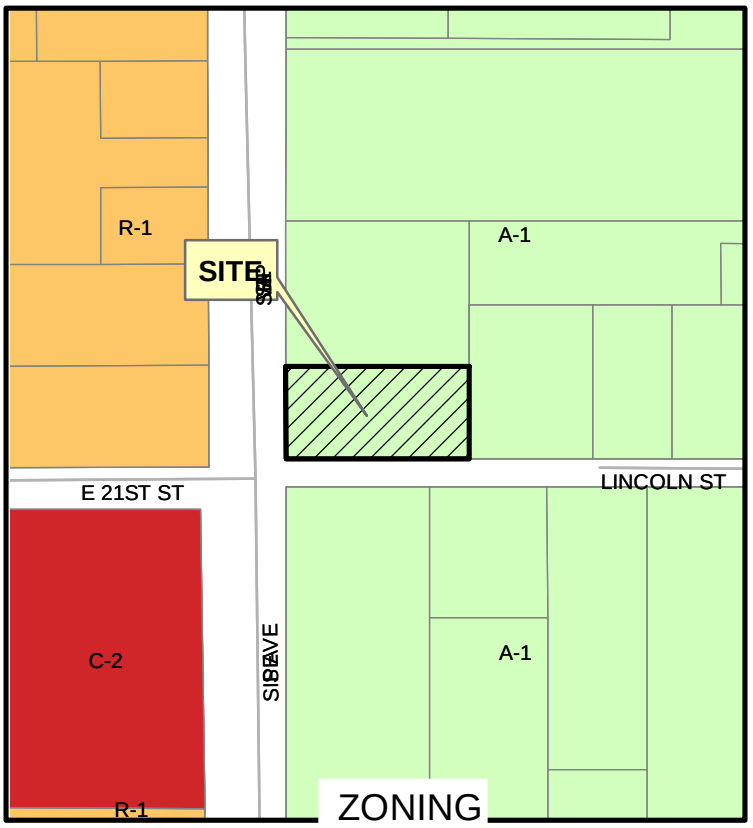
Currently there are no open code enforcement violations cited against this property.

If the Board determines that the structures at 2059 Sipes Avenue, Sanford, constitute a Public Nuisance, the Notice of Determination of a Public Nuisance and a summons for the "Show-Cause" public hearing will be served upon the record owners, or posted and published in a paper of general circulation in Seminole County, pursuant to Section 168.6, Seminole County Code.

Staff Recommendation:

The unoccupied structures located at 2059 Sipes Avenue, Sanford, are a Public Nuisance, and authorize the Building Official to: (1) serve notice of this determination, pursuant to Sections 168.5 and 168.6 Seminole County Code and (2) set a date of June 27, 2023 for a "Show-Cause" public hearing, as prescribed in Sections 168.5-168.7, Seminole County Code, based on the Building Official's certified findings.





SEBRON AND VIERNA LANIER
2059 SIPES AVENUE
SANFORD, FL 32771

SEMINOLE COUNTY
BOARD OF COUNTY
COMMISSIONERS

PARCEL: 33-19-31-300-071A-0000

LEGEND

- Site
- A-1
- C-2
- R-1



Date: 3/4/2022

Path: T:\Planning\pl\Projects\GIS Maps\Maps\LP\2359 Sipes Ave\2059 Sipes Ave map.mxd

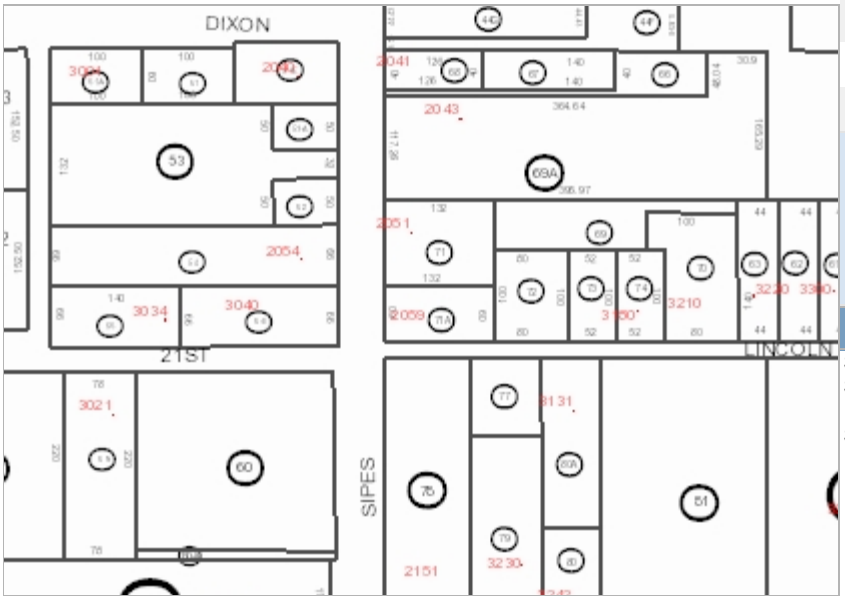
Property Record Card

David Johnson, CFA
PROPERTY APPRAISER
SEMINOLE COUNTY, FLORIDA

Parcel 33-19-31-300-071A-0000
Property Address 2059 SIPES AVE SANFORD, FL 32771

Parcel Information

Parcel	33-19-31-300-071A-0000
Owner(s)	LANIER, SEBRON - Tenancy by Entirety LANIER, VIRENA - Tenancy by Entirety
Property Adrress	2059 SIPES AVE SANFORD, FL 32771
Mailing	2059 SIPES AVE SANFORD, FL 32771-8423
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	None
Agricultural Classification	No



Value Summary

	2022 Working Values	2021 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$4,087	$3,754
Depreciated EXFT Value		
Land Value (Market)	$15,840	$15,840
Land Value Ag		
Just/Market Value	$19,927	$19,594
Portability Adj		
Save Our Homes Adj	$0	$0
Amendment 1 Adj	$1,845	$3,156
P&G Adj	$0	$0
Assessed Value	$18,082	$16,438

2021 Tax Amount without Exemptions:	$270.29
2021 Tax Bill Amount:	$245.14
2021 Tax Savings with Exemptions:	$25.15

** Does NOT INCLUDE Non Ad Valorem Assessments*

Legal Description

SEC 33 TWP 19S RGE 31E
S 60 FT OF W 132 FT OF S
1/4 OF NW 1/4 OF NW 1/4 OF
SW 1/4 (LESS RD)

Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	$18,082	$0	$18,082
SJWM(Saint Johns Water Management)	$18,082	$0	$18,082
FIRE	$18,082	$0	$18,082
COUNTY GENERAL FUND	$18,082	$0	$18,082
Schools	$19,927	$0	$19,927

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	01/01/1974	01039	0855	$100	No	Improved

Land

Method	Frontage	Depth	Units	Units Price	Land Value

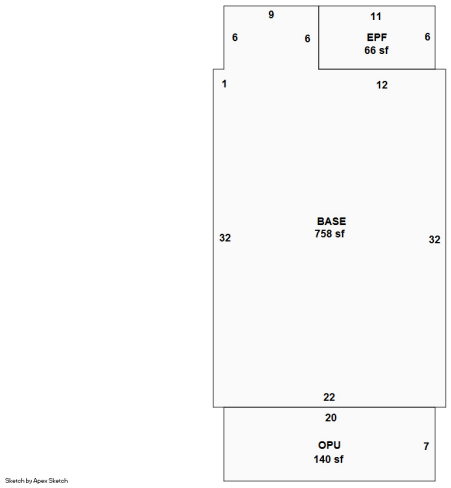
FRONT FOOT & DEPTH	60.00	132.00	1	$275.00	$15,840

Building Information

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value
1	SINGLE FAMILY	1942	2	1.0	3	758	964	824	SIDING GRADE 2	$4,087	$10,217

Appendages

Description	Area
ENCLOSED PORCH FINISHED	66.00
OPEN PORCH UNFINISHED	140.00



Building 1 - Page 1

*** Year Built (Actual / Effective)*

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date

Extra Features

Description	Year Built	Units	Value	New Cost

Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
		SE	Suburban Estates


Since
1985
2021. 12. 10





SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MEMORANDUM

Date: February 7, 2022

To: Commissioner Andria Herr, District 5 Commissioner

From: Bob Pike, Building Official

Through: Rebecca Hammock, Development Services Director
Frank Consoli, Development Services Deputy Director
Sandy Riley, Building Division Manager

RE: Public Nuisance

LEGAL: SEC 33 TWP 19S RGE 31E S 60 FT OF W 132 FT OF S 1/4 OF NW 1/4 OF NW 1/4 OF SW 1/4 (LESS RD)
2059 Sipes Avenue, Sanford FL 32771
CASE # 22-00300005

In accordance with Chapter 168, Seminole County Code, an investigation has been completed of the unoccupied buildings that are located on the above described property. The Owners of Record as shown on the current Tax records are SEBRON & VIRENA LANIER.

The unoccupied buildings constitute a Public Nuisance for the following reasons:

1. The buildings located on parcel: 33-19-31-300-071A-0000 have been severely damaged by the elements of nature due to abandonment.

2. The roof system, foundation piers, doors and windows including frames, and porch have been removed or are damaged beyond reasonable repair and are in violation of the currently adopted 1991 Standard Housing Code, Section 305.

3. Electrical service to the structures have been disconnected. The electrical, plumbing and mechanical systems have been removed or are damaged beyond reasonable repair. These conditions constitute a potential fire hazard and are in violation of the currently adopted 1991 Standard Housing Code, Sections 302 and 304.

4. The condition and location of the property as is promotes loitering and creates a sanctuary for nuisance wildlife, transients and drug users. The condition and location of the property as is promotes loitering and creates a sanctuary for nuisance wildlife, transients and drug users. These conditions of the property in an unsecured state render the structure unsafe, unsuitable for occupancy and detrimental to the health, safety, and welfare of the general public.

The Owners of Record will be notified as to the condition of said property by Certified Mail, Return Receipt. As further developments occur, your office will be notified.

Should you have any further questions or comments regarding this matter, please do not hesitate to contact me.

February 4, 2022 CERTIFIED MAIL RECEIPT # 70192970000125394474

SEBRON & VIRENA LANIER
2059 SIPES AVENUE
SANFORD, FL 32771

RE: SEC 33 TWP 19S RGE 31E S 60 FT OF W 132 FT OF S 1/4 OF NW 1/4 OF NW 1/4 OF SW 1/4 (LESS RD) / 2059 Sipes Avenue, Sanford, FL 32771 / CASE # 22-00300005

Dear Property Owners,

A recent inspection of the above described property revealed the following conditions: The buildings located on parcel: 33-19-31-300-071A-0000 has been severely damaged by the elements of nature due to abandonment. The roof system, foundation piers, doors and windows including frames, and porch have been removed or are damaged beyond reasonable repair and are in violation of the currently adopted 1991 Standard Housing Code, Section 305. Electrical service to the structure has been disconnected. The electrical, mechanical and plumbing systems have been removed or are damaged beyond reasonable repair. These conditions constitute a potential fire hazard and are in violation of the currently adopted 1991 Standard Housing Code, Sections 302 and 304. The condition and location of the property as is promotes loitering and creates a sanctuary for nuisance wildlife, transients and drug users. These conditions render the structures unsafe, unsuitable for occupancy and detrimental to the health, safety, and welfare of the general public. The structures are a health and fire hazard due to inadequate maintenance, dilapidation, and abandonment.

In accordance with Chapter 168, Seminole County Code, I find the above mentioned structure(s) to be a public nuisance. The following repairs are required in order to correct these conditions: the structure(s) must be repaired or rebuilt in compliance with the current Florida Building Code. In the alternative, the nuisance may be abated through demolition of the offending structures. The required repairs or demolition and removal of the structures must begin within thirty (30) days and be completed within ninety (90) days after the date of this notice. Note that a building permit is required prior to beginning any repairs or demolition. If you fail to begin the corrective repairs or demolition activities within thirty (30) days and fail to complete the repairs or demolition within ninety (90) days, I will proceed with certification of the structures as a public nuisance before the Board of County Commissioners. If the Board of County Commissioners determines that the structures constitute a public nuisance, you will be summoned to appear before the Board of County Commissioners to show cause as to why such structures should not be declared a public nuisance and why you, as the owners of the property, should not bear the cost of abatement of the nuisance.

If you have any questions or suggestions, please don't hesitate to contact me directly.

Sincerely,

Bob Pike
Building Official
407-665-7460

Enclosure: Seminole County Code, Chapter 168

Reference Copy: Tax Certificate # 2021-835, LUCA 2 LLC, PO Box 52890, Sarasota, FL 34232

BUILDING OFFICIAL'S CERTIFIED FINDINGS OF A PUBLIC NUISANCE SEMINOLE COUNTY, FLORIDA

On this date, March 23, 2023, the Seminole County Building Official certified the following findings:

A. Property Information:

1. Address: 2059 Sipes Avenue, Sanford, FL 32771
2. Legal Description: SEC 33 TWP 19S RGE 31E S 60 FT OF W 132 FT OF S 1/4 OF NW 1/4 OF NW 1/4 OF SW 1/4 (LESS RD)
3. Tax ID Number: 33-19-31-300-071A-0000
4. The Owners of Record as shown on the current Tax Records are: SEBRON & VIRENA LANIER.

B. Structures Determined to be Unsafe: The entire single-family residence and garage type structure.

C. Findings:

1. The above referenced structures are unoccupied and has been severely damaged by the elements of nature due to abandonment;
2. The roof system, foundation piers, doors and windows including frames and porch have been removed or are damaged beyond reasonable repair and are in violation of the currently adopted 1991 Standard Housing Code, Section 305;
3. Electrical service to the structures have been disconnected. The electrical, plumbing and mechanical systems have been removed or are damaged beyond reasonable repair. These conditions constitute a potential fire hazard and are in violation of the currently adopted 1991 Standard Housing Code, Sections 302 and 304;
4. The condition and location of the property is currently unsafe, promotes loitering, and creates a sanctuary for nuisance wildlife, transients and drug users.
5. Pursuant to Section 168.2, Seminole County Code, the District Commissioner was noticed of the above findings on February 4, 2022;
6. Pursuant to Section 168.2, Seminole County Code, notice of the above findings were transmitted to the owners of record of the above referenced structures, on February 4, 2022, via certified mail;
7. The owners of record: (a) did not commence corrective action within thirty (30) days of transmittal of the notice of such findings; (b) did not complete the necessary action within ninety (90) days of transmittal of such findings; and (c) did not undertake the appeal process pursuant to Sections 168.2 and 168.7, Seminole County Code.

NOTICE OF DETERMINATION OF PUBLIC NUISANCE
SEMINOLE COUNTY, FLORIDA

Re: PARCEL I.D. NO – 33-19-31-300-071A-0000
2059 SIPES AVENUE
SANFORD, FL 32771

SEBRON & VIRENA LANIER
2059 SIPES AVENUE
SANFORD, FL 32771-8423

THIS MATTER came before the Seminole County Board of County Commissioners for hearing on May 9, 2023. The Board having received evidence, thereupon issues the following Findings of Fact, Conclusion of Law, and Order:

I. FINDINGS OF FACT

1) **SEBRON LANIER and VIRENA LANIER** are the record owners of, and in custody and control of, the property and structures located at 2059 Sipes Avenue, Sanford, Seminole County, Florida and legally described as follows:

SEC 33 TWP 19S RGE 31E S 60 FT OF W 132 FT OF S 1/4 OF
NW 1/4 OF NW 1/4 OF SW 1/4 (LESS RD)
Tax Parcel I.D. # **33-19-31-300-071A-0000**

2) The above referenced structures are unoccupied and has been severely damaged by the elements of nature due to abandonment;

3) The roof system, foundation piers, doors and windows including frames, and porch have been removed or are damaged beyond reasonable repair, are in imminent danger of collapse, and are in violation of the currently adopted 1991 Standard Housing Code, Section 305;

4) Electrical service to the structures have been disconnected. The electrical, plumbing and mechanical systems have been removed or are damaged beyond reasonable repair. These conditions constitute a potential fire hazard and are in violation of the currently adopted 1991 Standard Housing Code, Sections 302 and 304;

5) The condition and location of the property is currently unsafe, promotes loitering, and creates a sanctuary for nuisance wildlife, transients and drug users;

6) Pursuant to Section 168.2, Seminole County Code, the District Commissioner was noticed of the above findings on February 4, 2022;

7) Pursuant to Section 168.2, Seminole County Code, notice of the above findings were transmitted to the owners of record of the above referenced structures, on February 4, 2022, via certified mail;

8) The owners of record: (a) did not commence corrective action within thirty (30) days of transmittal of the notice of such findings; (b) did not complete the necessary action within ninety (90) days of transmittal of such findings; and (c) did not undertake the appeal process pursuant to Sections 168.2 and 168.7, Seminole County Code; and

9) The Seminole County Building Official certified the above findings on March 23, 2023.

II. CONCLUSION OF LAW

The Seminole County Board of County Commissioners determines that the above-described unoccupied structures are unsuitable for occupancy, and are dangerous and unsafe. These structures create a fire hazard and a hazard to the safety and health of the general public, and is hereby declared to be a Public Nuisance as defined in Section 168.1, Seminole County Code.

III. ORDER

A) Corrective Action: Based on the above-stated Findings and Conclusion of Law, it is hereby Ordered that the structures must be repaired or rebuilt in compliance with the current Florida Building Code. In the alternative, the nuisance may be abated through demolition of the offending structures.

B) Filing: The Notice of Determination of Public Nuisance shall be filed with the Clerk of the Circuit Court of Seminole County upon execution by the Chairman of the Board of County Commissioners; and shall be recorded in the official land records of Seminole County.

C) Notice to Show Cause: A copy of this Notice of Determination of Public Nuisance shall be served upon the record owners of the property and structures described herein, together with a summons to appear at a Public Hearing on June 27, 2023, to show cause if any, why such land, buildings, structures or premises should not be declared a Public Nuisance and why the corrective action of abatement specified herein should not be taken.

DONE AND ORDERED this 9th day of May 2023, in Seminole County, Florida.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
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
May 9, 2023 regular meeting.

_____
County Attorney

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

File Number: 2023-470

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel No. 143 for property interests needed for the Orange Boulevard Improvement Project (427± SF) between Clarence R. Hammer and Seminole County for $20,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Jean Jreij, P. E., Public Works Director/County Engineer).**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Neil Newton 407-665-5711

Background:

This parcel (#143) has been identified as being needed for property interests necessary for our Orange Boulevard Improvement Project. The owner (Clarence R. Hammer / Tax ID#16-19-30-5AB-1300-001D) of the property located at 4920 Orange Boulevard on the northerly side of Orange Boulevard, approximately 175± feet (0.03 miles) westerly of Indiana Street, in Sanford, Florida, has agreed to sell and convey this property interest to Seminole County for the sum of $20,000.00 inclusive of all fees and costs.

The parent property is a flag-lot located on the northerly side of Orange Boulevard, is improved with a single-family residence and ancillary improvements, and consists of 1.38± acres of land. The County's valuation of this acquisition is $7,200.00. The County's incentivized offer amount was $12,300.00. After negotiations with the owner through his attorney a settlement was reached for $20,000.00, inclusive of all fees and costs.

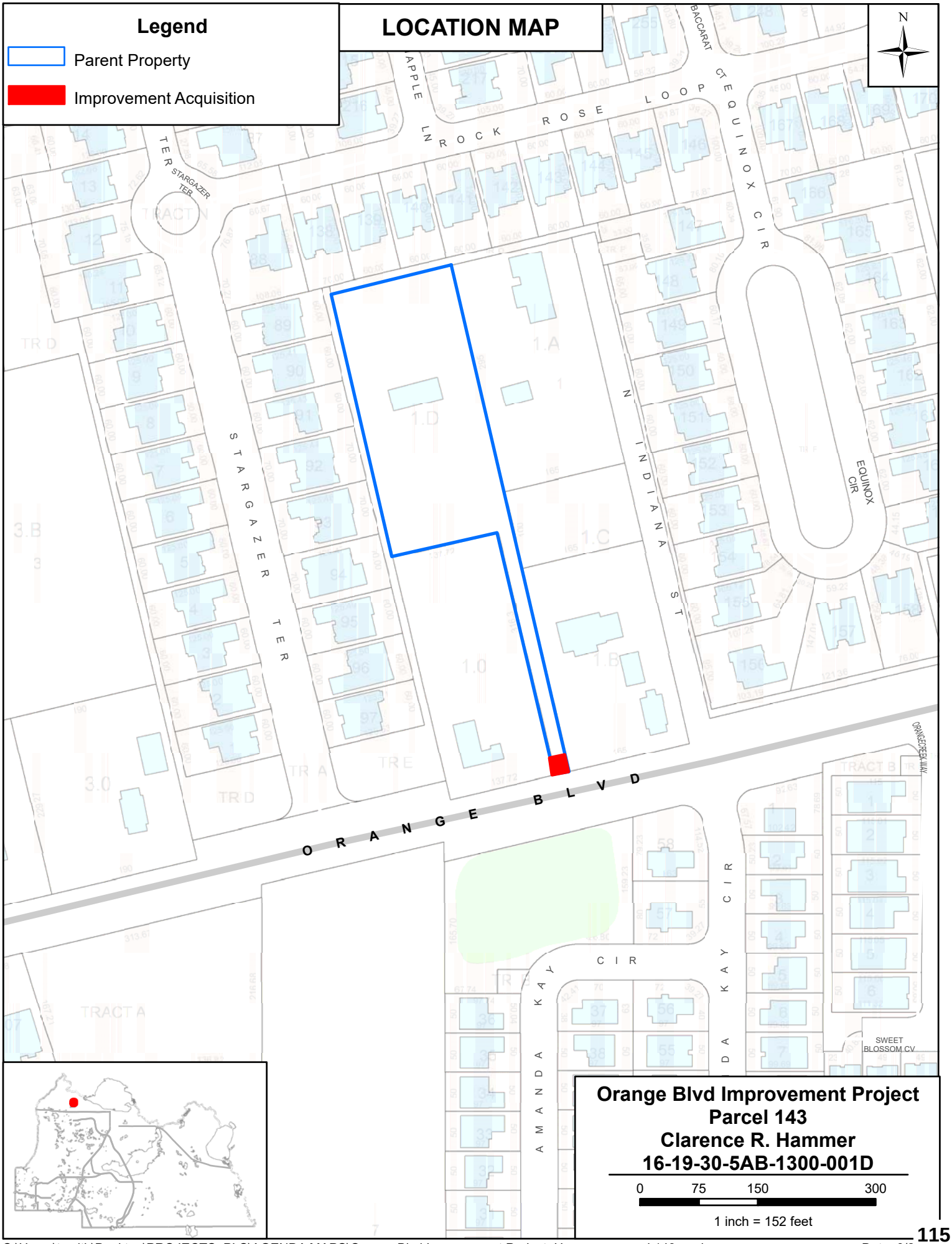
This agreement will replace the previous agreement dated July 26, 2022 and modifies the purchase price for the land being acquired. The main rationale for approval of this

renegotiated 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 other 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 No. 143 for acquisition of property interests needed for the Orange Boulevard Improvement Project (427± SF) between Clarence R. Hammer and Seminole County for $20,000.00, as full settlement of any claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

Author: Tricia Smith, Land Manager; Public Works/Engineering, Real Estate Management Division



C:\Users\tsmith\Desktop\PROJECTS_PLS\AGENDA MAPS\Orange Blvd Improvement Project_Hammer_ parcel 143.mxd

Date: 6/2[illegible]/2022

PURCHASE AGREEMENT
Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between CLARENCE R. HAMMER, a single man, whose address is 4920 Orange Blvd., Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a 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 attached Exhibit "A" for legal description and sketch (the "Property")

Parcel I. D. Number: 16-19-30-5AB-1300-001D

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS. 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, 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 described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (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.

(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 (2021), 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 (2021), 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, including the agreement between the parties dated July 26, 2022, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

ATTEST:

Signature

Deborah A Richardson
Print Name

Signature

Edwin R. Barfield
Print Name

CLARENCE R. HAMMER, Owner

By: Clarence R. Hammer

12 APR 2023
Date

[Balance of this page intentionally blank; signatory page continues on Page 5]

BOARD OF COUNTY COMMISSIONERS
ATTEST:

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.

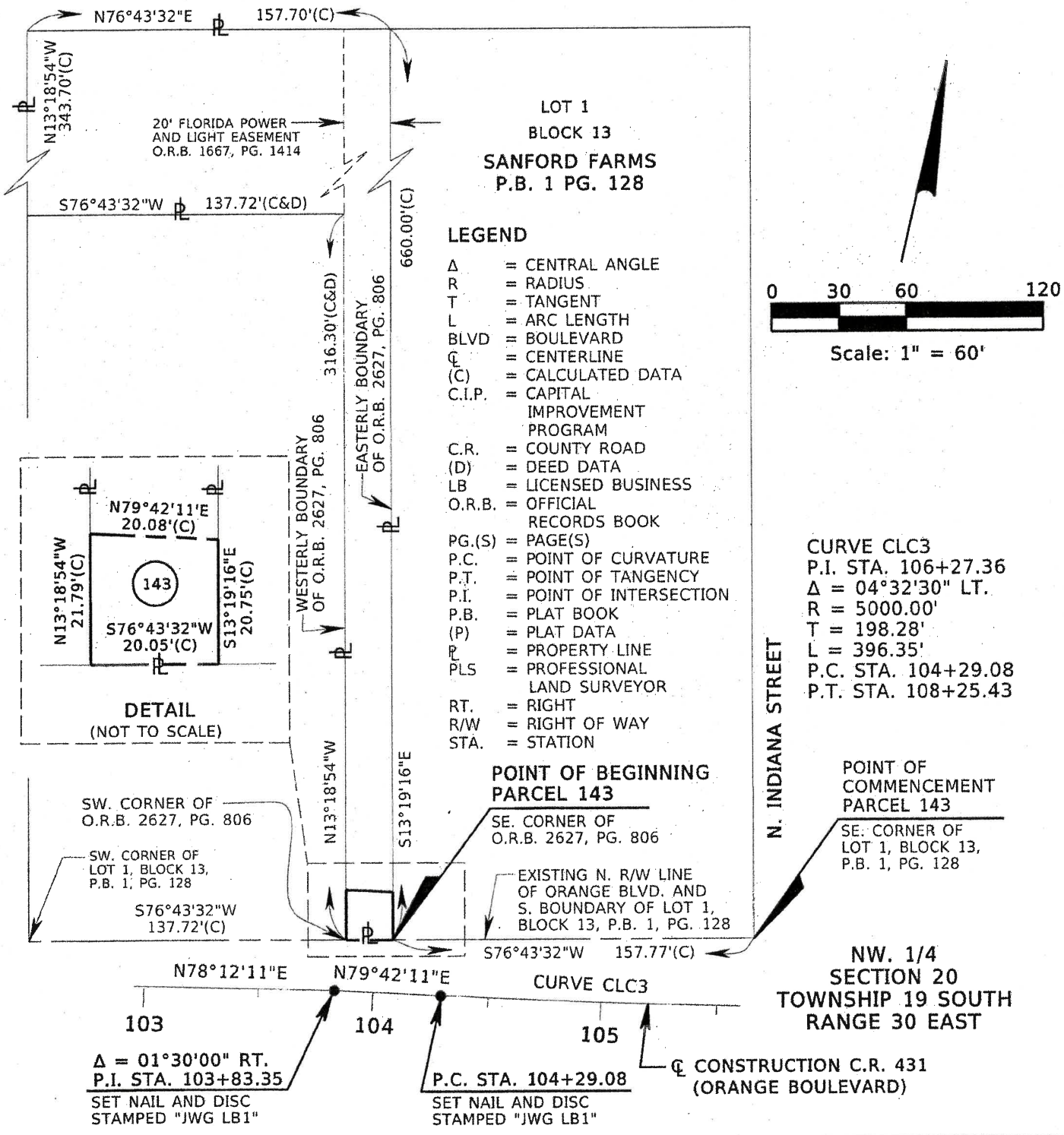
_____
County Attorney

Attachment:
Exhibit "A" – Legal Description and Sketch

DGS/dsk/sfa
Date 05/11/2022, 03/29/2023
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2023\Orange Boulevard\Parcel 143 (Hammer)\Purchase Agreement - Deed - No Holdover ver 2.docx

SKETCH OF DESCRIPTION
PARCEL 143
SEE SHEETS 2 AND 3 FOR DESCRIPTION

Exhibit "A"



REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) — SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	03-22-21
CHECKED	T.STEVENSON	05-25-21

PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS143.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 2 AND 3

C.I.P. NO. 01785303

SHEET 1 OF 3

LEGAL DESCRIPTION
PARCEL 143
SEE SHEET 1 FOR SKETCH

PARCEL No.143
RIGHT OF WAY

A parcel of land lying in Northwest 1/4 of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 13 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 2627, Page 806 of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southeast corner of Lot 1 of Block 13 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida, said corner being on the existing Northerly right of way line of Orange Boulevard; thence run South 76°43'32" West, 157.77 feet along said existing Northerly right of way line and the South boundary of said Lot 1 of Block 13 to the Southeast corner of the lands described and recorded in Official Records Book 2627, Page 806 of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence continue South 76°43'32" West, 20.05 feet along said existing right of way line and South boundary to the Southwest corner of said lands; thence North 13°18'54" West, 21.79 feet along the Westerly boundary of said lands to a point; thence North 79°42'11" East, 20.08 feet to a point on the Easterly boundary of said lands; thenceSouth 13°19'16" East, 20.75 feet along said Easterly boundary returning to said POINT OF BEGINNING.

Containing: 427 Square Feet, more or less.

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

LEGAL DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	03-22-21
CHECKED	T.STEVENSON	05-25-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS143.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1 AND 3

C.I.P. NO. 01785303

SHEET 2 OF 3

LEGAL DESCRIPTION
PARCEL 143
SEE SHEET 1 FOR SKETCH

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the Existing North Right of Way Line of Orange Boulevard, being South 76°43'32" West along the South boundary of Lot 1, Block 13 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 128 of the Public Records of Seminole County, Florida.

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: MAY 25, 2021

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

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS

LEGAL DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD) SEMINOLE COUNTY

	BY	DATE
DRAWN	C.SCHIELKE	03-22-21
CHECKED	T.STEVENSON	05-25-21

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS143.DGN JOB NO. 29183

NOT VALID WITHOUT SHEETS 1 AND 2

C.I.P. NO. 01785303

SHEET 3 OF 3

File Number: 2023-484

Title:

Approve and authorize the Chairman to execute a Contract for Sale and Purchase of Land in the amount of $24,101.00, and a County Deed for a Seminole County owned 0.10 -acre vacant lot, Parcel No. 25-19-30-5AG-0713-0020, on West 5th Street, Sanford, Florida 32771. District5 - Herr **(Jean Jreij P.E., Public Works Director/County Engineer)**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Tricia Smith 407-665-5609

Background:

Following Resolution No.: 2023-R-162 authorizing the sale of County surplus property, the Land Management Division, in a manner conforming to the requirements set forth in Section 125.35, Florida Statutes, sent certified letters notifying adjacent property owners of Seminole County's desire to surplus the property located on West 5th Street, Sanford. The property, PID No. 25-19-30-5AG-0713-0020, was acquired in March 2020, through an Escheatment Tax Deed as a result of nonpayment of taxes.

In accordance with Section 125.35, Florida Statutes, the County offered parcel 25-19-30-5AG-0713-0020 for a starting bid of $22,000 to the adjacent property owners. The County received one bid from Atlas Group, LLC., in the amount of $24,101.00

Staff Recommendation:

Staff recommends the Chairman of the Board of County Commissioners execute the Contract for Sale and Purchase in the amount of $24,101.00, as well as, execute the County Deed in favor of Atlas Group, LLC., for the 0.10 acre vacant lot, Parcel No. 25-19-

30-5AG-0713-0020, on West 5th Street, Sanford, Florida 32771.

Author: Tricia Smith, Land Manager; Public Works/Engineering, Real Estate Management Division

LOCATION MAP

Legend

Subject Surplus



W. 5th Street, Sanford
Seminole BCC
25-19-30-5AG-0713-0020

0 75 150 300

1 inch = 150 feet

C:\Users\tsmith\Desktop\PROJECTS_PLS\AGENDA MAPS\Surplus Declaration_W 5th St.mxd

Date: 2/3/2023

CONTRACT FOR SALE AND PURCHASE OF LAND

THIS CONTRACT is made and entered 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 Contract referred to as "SELLER," and ATLAS GROUP LLC, whose address 1809 E. Broadway Street, #331, Oviedo, FL 32765 in this Contract referred to "PURCHASER."

Section 1. Sale. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, located in the County of Seminole, State of Florida:

See attached Exhibit "A" for legal description and sketch (the "Property").

Parcel I. D. Number: 25-19-30-5AG-0713-0020

Section 2. Purchase Price and Method of Payment. The purchase price is TWENTY-FOUR THOUSAND ONE HUNDRED ONE and 00/100 DOLLARS ($24,101.00), payable to the Seminole County Board of County Commissioners ("BCC") in cash or by certified funds at closing.

Section 3. Title Insurance. PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the Property or by reason of prior liens not assumed by PURCHASER under this Contract.

Section 4. Deed. SELLER agrees, on full payment of the purchase price of TWENTY-FOUR THOUSAND ONE HUNDRED ONE and 00/100 DOLLARS ($24,101.00), as described above, to make, execute, and deliver to PURCHASER a County Deed to the Property.

for Atlas Group LLC
member

Section 5. Closing/Costs. PURCHASER agrees to close within thirty (30) days of notice by the SELLER or SELLER'S Closing Agent that a closing is ready to occur. At the closing, SELLER shall provide PURCHASER with the County Deed to the Property and PURCHASER shall provide the BCC with payment of the full purchase price. Following the closing, PURCHASER will have the right to exclusive possession of the Property. PURCHASER shall pay all closing costs.

Section 6. Assignment. This Contract is not assignable.

Section 7. Condition of Property. PURCHASER stipulates that PURCHASER has made a full inspection of the Property and that SELLER will not be held liable in any way respecting the condition of the Property and occurrences on the Property. PURCHASER accepts the Property "AS IS". PURCHASER further acknowledges and agrees that SELLER will have no maintenance responsibility for any drainage or other structure located on the Property.

Section 8. Release of Mineral Rights. PURCHASER petitions the SELLER for a release of mineral rights on the Property.

Section 9. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Contract. Seminole County is the sole venue for any legal action in connection with this Contract.

Section 10. Parties Bound. This Contract is binding upon and inures to the benefit of SELLER and PURCHASER, and their successors.

Section 11. Effective Date. The Effective Date of this Contract will be the date when the last party has properly executed this Contract as determined by the date set forth immediately below the respective signatures of the parties.

[Signature page begins on Page 3.]

Harbaugh Lam, member for Atlas Group LLC

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

ATTEST:

M French
Witness

Melissa French
Print Name

Susan Collier
Witness

Susan Collier
Print Name

ATLAS GROUP LLC

By: [signature]
manager, member
Atlas Group LLC

4/8/2023
Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
AMY LOCKHART, Chairman

Date:_____

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

For the use and reliance
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

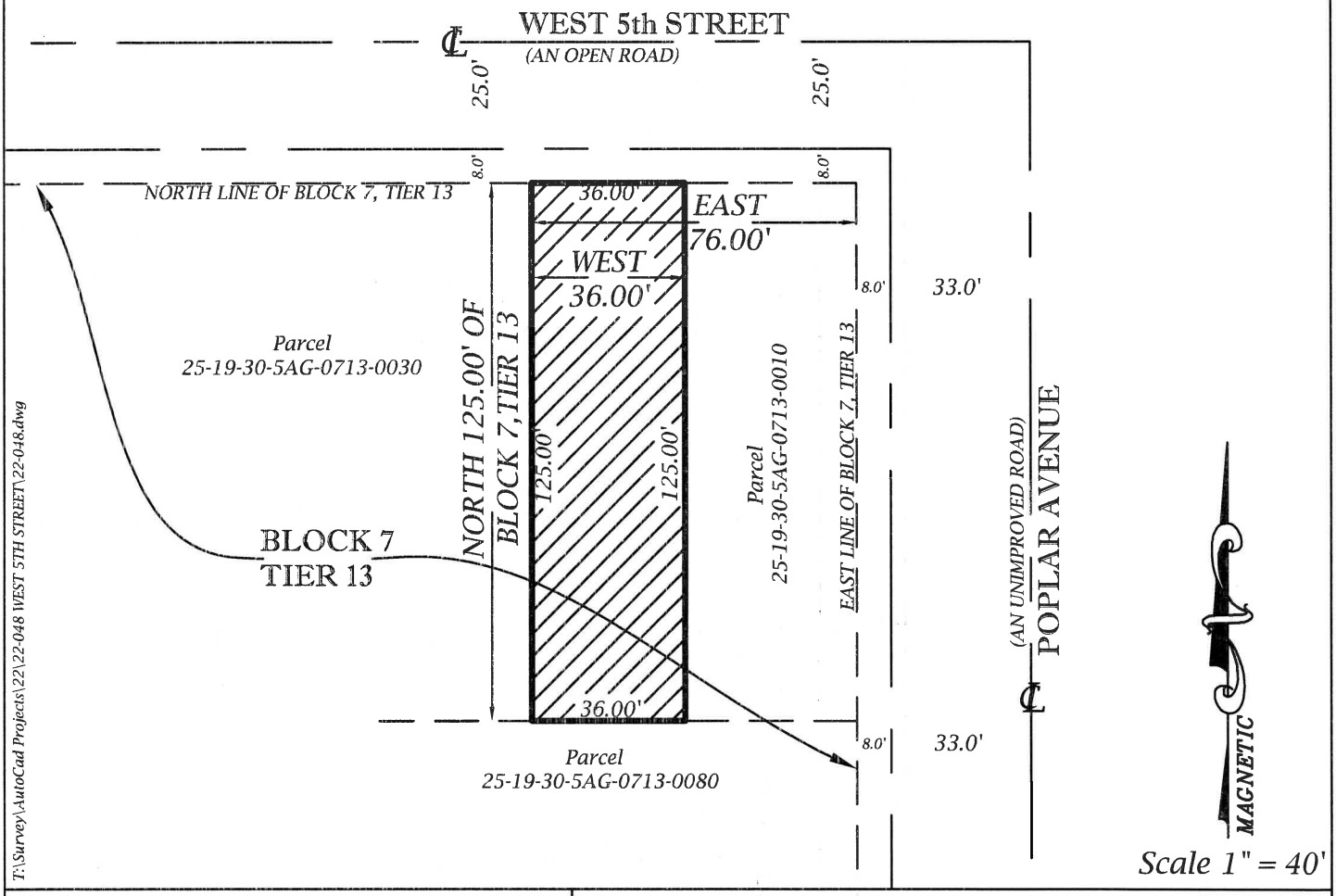
DGS/sfa
04/03/2023
Attachment:
Exhibit A – Legal description and sketch
T:\Users\Legal Secretary CSB\Public Works\Surplus Properties\2023\W 5th St Surplus-Atlas Group LLC\Contract for Sale and Purchase of Surplus Property.docx

EXHIBIT 1

SKETCH OF DESCRIPTION

DESCRIPTION:
THE WEST 36.00 FEET OF THE EAST 76.00 FEET OF THE NORTH 125.00 FEET OF BLOCK 7, TIER 13, FLORIDA LAND AND COLONIZATION COMPANY MAP OF THE ST. GERTRUDE ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 112, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 4,500 SQUARE FEET MORE OR LESS



Scale 1" = 40'

SEMINOLE COUNTY

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

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

BY: _____

RAYMOND F. PHILLIPS, P.S.M. LICENSE # 7015

SURVEYOR'S NOTES

BEARINGS BASED ON : NOT APPLICABLE

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: NOT APPLICABLE	SCALE: 1" = 40'
DATE: 05/10/2022	DRAWN BY: T.E.
JOB NAME: 22-048	CHECKED BY: R.F.P.

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this ____ day of _____, 2023, by SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as "GRANTOR," and ATLAS GROUP LLC, whose address is 1809 E. Broadway Street, #331, Oviedo, FL 32765, in this instrument referred to as "GRANTEE."

W I T N E S S E T H:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, to GRANTOR in hand paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, releases, conveys, and confirms unto GRANTEE and GRANTEE's heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

See attached Exhibit "A" for legal description and sketch (the "Property").

Property Tax I.D. No.: 25-19-30-5AG-0713-0020

GRANTOR, in accordance with Section 270.11, Florida Statutes (2022), releases GRANTOR's interest in, and title in and to all the phosphate, minerals, and metals that are or may be in, on or under the Property with the privilege to mine and develop the Property, GRANTEE having petitioned for this release. The reasons justifying such release is that the Property is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the Property, the Property is not in a location conducive to mining operations of any kind, and without full mineral rights, GRANTEE would have great difficulty obtaining financing for the Property.

[Signature page begins on Page 2.]

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in GRANTOR's name by its Board of County Commissioners acting by the Chairman or Vice Chairman of this Board, on the date stated above.

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

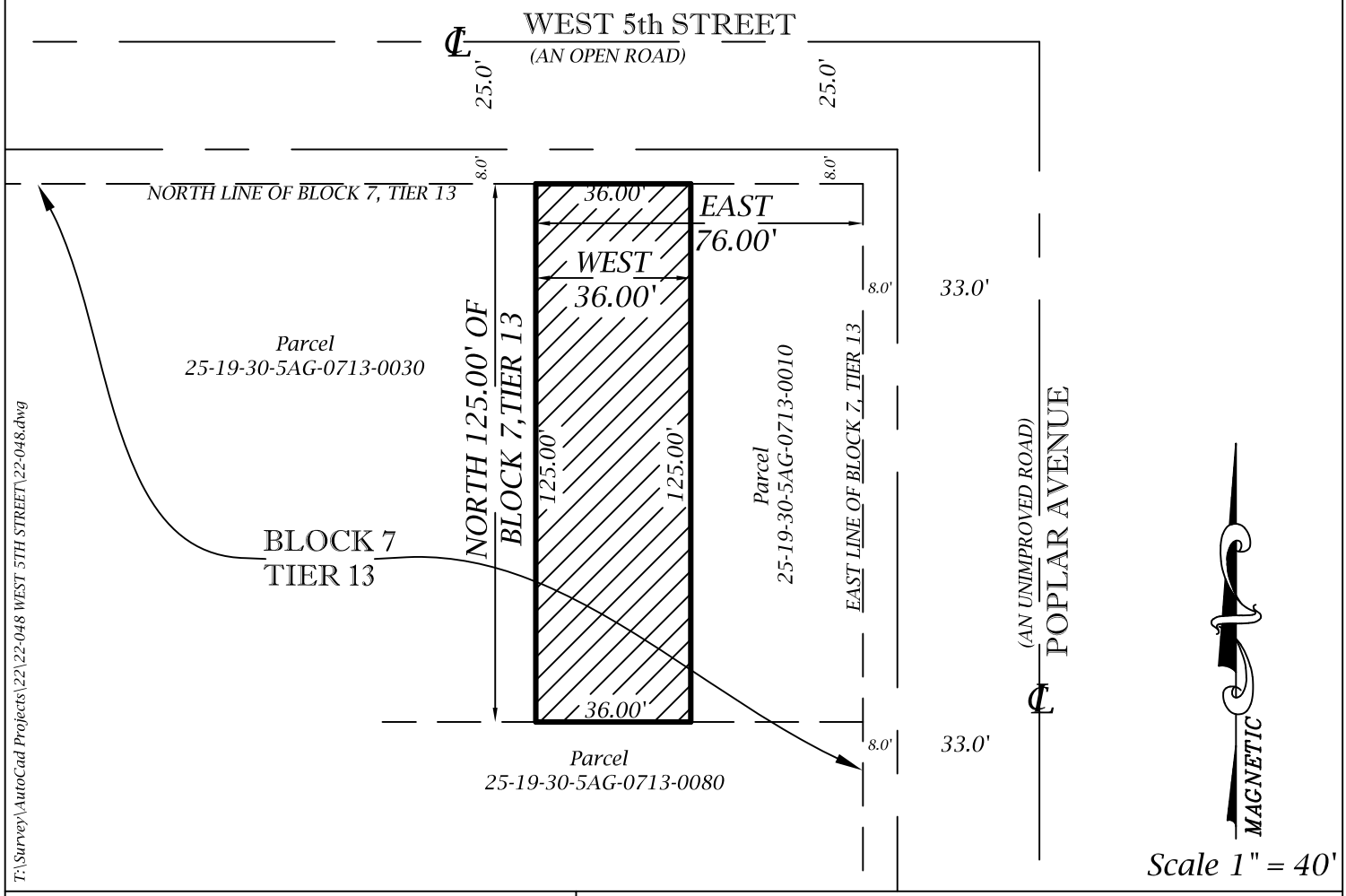
DGS/sfa
04/03/2023
T:\Users\Legal Secretary CSB\Public Works\Surplus Properties\2023\W 5th St Surplus\Atlas Group LLC\County Deed.docx

EXHIBIT 1

SKETCH OF DESCRIPTION

DESCRIPTION:
THE WEST 36.00 FEET OF THE EAST 76.00 FEET OF THE NORTH 125.00 FEET OF BLOCK 7, TIER 13, FLORIDA LAND AND COLONIZATION COMPANY MAP OF THE ST. GERTRUDE ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 112, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 4,500 SQUARE FEET MORE OR LESS



T:\Survey\AutoCad Projects\22\22-048 WEST 5TH STREET\22-048.dwg

SEMINOLE COUNTY

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

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

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

BY: _____

RAYMOND F. PHILLIPS, P.S.M. LICENSE # 7015

SURVEYOR'S NOTES

BEARINGS BASED ON : NOT APPLICABLE

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: NOT APPLICABLE	SCALE: 1" = 40'
DATE: 05/10/2022	DRAWN BY: T.E.
JOB NAME: 22-048	CHECKED BY: R.F.P.

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

File Number: 2023-492

Title:

Approve and authorize the Chairman to execute a Resolution and a State-Funded Grant Agreement (SFGA) with the State of Florida Department of Transportation in an amount of $612,000.00 for the construction of the State Road 434 at Sand Lake Road Intersection Improvement Project. FPN No. 452189-1-54-01. District3 - Constantine **(Jean Jreij, P.E., Public Works Director/County Engineer).**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Harold McKnight 407-665-5758

Background:

The purpose of this project is to extend the existing westbound right turn lane on Sand Lake Road to Lake Brantley High School, to include the milling and resurfacing of existing travel lanes on Sand Lake Road, the relocation of existing mast arm signal and construction of 6-ft sidewalk at Lake Brantley High School entrance. The project will include installing three new mast arm signals at the intersection of State Road 434 and Sand Lake Rd, the construction of a 6-ft wide sidewalk from Lake Brantley High School to State Road 434, adjustment of two drainage structures and new 8-ft wide sidewalk on the south side of Sand Lake Road. Lighting Improvements includes installing luminaires on mast arms. Intersection lighting will be provided by Duke Energy.

The Sand Lake Road at West Lake Brantley Road Turn Lane Project is a “goes-with” project that will be advertised with the State Road 434 Project and will be locally funded by Seminole County. This project includes the construction of a new eastbound right turn lane on Sand Lake Road to West Lake Brantley Road, to include the construction of 6-ft sidewalk and pedestrian signal. All proposed construction will be within the existing right-of-way.

The two projects are estimated to be $2,166,561.00. The State of Florida Department of Transportation will provide funding in an amount up to $612,000.00 for the Sand Lake Road at State Road 434 Project, Seminole County Public Works will cover the difference in project costs and FDOT funding with Penny Sales Tax funds in an estimated amount of $1,554,561.00

Staff Recommendation:

Staff recommends the board approve and authorize the Chairman to execute a Resolution and a State-Funded Grant Agreement (SFGA) with the State of Florida Department of Transportation in an amount not to exceed $612,000.00 for the construction of the State Road 434 at Sand Lake Road Intersection Improvement Project. FPN No. 452189-1-54-01.

RESOLUTION NO. 2023 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

ACCEPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE SAND LAKE ROAD AT STATE ROAD 434 TURN LANE IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation, and Seminole County desire to facilitate the Sand Lake Road at State Road 434 Turn Lane Improvements Project; and

WHEREAS, the State of Florida, Department of Transportation, has requested Seminole County to execute and deliver to the State of Florida, Department of Transportation, a State Funded Grant Agreement (Attachment 1) for the Sand Lake Road at State Road 434 Turn Lane Improvements Project. FDOT – FPN 452189-1-54-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation, a State Funded Grant Agreement (Attachment 1) for the project described above. FDOT – FPN 452189-1-54-01.

ADOPTED THIS 9th DAY OF MAY, 2023

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Amy Lockhart, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/22

FPN: 452189-1-54-01	Fund: CIGP	FLAIR Category: 088572
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 452189-1-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596000856070

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Seminole County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Sand Lake Road at State Road 434 Turn Lane Improvements project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before August 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $2,166,561.00 (Two Million One Hundred Sixty-Six Thousand Five Hundred Sixty-One Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $612,000.00 (Six Hundred Twelve Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its May 9, 2023 regular meeting.

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

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452189-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Seminole County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Sand Lake Road at State Road 434 Turn Lane Improvement project is with Seminole County (Recipient). This is a widening and resurfacing project along Sand Lake Road from Lake Brantley High School to State Road 434, for a total length of 1,310 feet.

Proposed improvements include milling and resurfacing of the existing travel lanes on Sand Lake Road from the signalized intersection at Lake Brantley High School to State Road 434 and extending the existing right turn lane 374 feet. The project will include installing new steel mast arms at the intersection of Sand Lake Road and State Road 434 and at the intersection of Sand Lake Road and Lake Brantley High School, six-foot-wide concrete sidewalk on the north side of Sand Lake Road from the Lake Brantley High School parking lot entrance to State Road 434, adjustment of two drainage structures and a new eight-foot-wide concrete sidewalk on the south side of Sand Lake Road. Lighting improvements include installing luminaires on the mast arms. Intersection lighting will be provided by others.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, curb and gutter, concrete traffic separator, detectable warning, sod, signing and pavement markings, traffic signals, pedestrian signals and detectors, and inductive loop assemblies.

The Sand Lake Road at West Lake Brantley Road Turn Lane Improvement project is a “goes with” that will be advertised with this project and will be locally funded by the County (Recipient).

Florida Department of Transportation (Department) will provide a maximum limiting amount of $106,386.00 for the mast arms at the Sand Lake Road at State Road 434 intersection. Any amount above the maximum limiting amount will be the County’s (Recipient) responsibility.

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. Intersection lighting is included as part of this project and will be provided by Duke Energy. The County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

In accordance with the SFGA terms and conditions the Department reserves the right perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by June 23, 2023.
b) Construction Duration of 205 days.
c) Construction to be completed (Final Acceptance) by April 19, 2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount.

The remainder of this page intentionally left blank.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Seminole County 100 East First Street Sanford, Florida 32771	452189-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation ( )	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2022-2023**	Maximum Department Participation (CIGP)	$2,166,561.00	$1,554,561.00	$612,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,166,561.00 %	$1,554,561.00 %	$612,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,166,561.00	$1,554,561.00	$612,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Sand Lake Road at State Road 434 Turn Lane Improvements

FPID#: 452189-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $612,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

STATE-FUNDED GRANT AGREEMENT

FPN: 452189-1-54-01	Fund: CIGP	FLAIR Category: 088572
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 452189-1-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596000856070

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Seminole County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Sand Lake Road at State Road 434 Turn Lane Improvements project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before August 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $2,166,561.00 (Two Million One Hundred Sixty-Six Thousand Five Hundred Sixty-One Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $612,000.00 (Six Hundred Twelve Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its May 9, 2023 regular meeting.

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

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452189-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Seminole County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Sand Lake Road at State Road 434 Turn Lane Improvement project is with Seminole County (Recipient). This is a widening and resurfacing project along Sand Lake Road from Lake Brantley High School to State Road 434, for a total length of 1,310 feet.

Proposed improvements include milling and resurfacing of the existing travel lanes on Sand Lake Road from the signalized intersection at Lake Brantley High School to State Road 434 and extending the existing right turn lane 374 feet. The project will include installing new steel mast arms at the intersection of Sand Lake Road and State Road 434 and at the intersection of Sand Lake Road and Lake Brantley High School, six-foot-wide concrete sidewalk on the north side of Sand Lake Road from the Lake Brantley High School parking lot entrance to State Road 434, adjustment of two drainage structures and a new eight-foot-wide concrete sidewalk on the south side of Sand Lake Road. Lighting improvements include installing luminaires on the mast arms. Intersection lighting will be provided by others.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, curb and gutter, concrete traffic separator, detectable warning, sod, signing and pavement markings, traffic signals, pedestrian signals and detectors, and inductive loop assemblies.

The Sand Lake Road at West Lake Brantley Road Turn Lane Improvement project is a “goes with” that will be advertised with this project and will be locally funded by the County (Recipient).

Florida Department of Transportation (Department) will provide a maximum limiting amount of $106,386.00 for the mast arms at the Sand Lake Road at State Road 434 intersection. Any amount above the maximum limiting amount will be the County’s (Recipient) responsibility.

All pedestrian facilities shall adhere to current American with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. Intersection lighting is included as part of this project and will be provided by Duke Energy. The County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

In accordance with the SFGA terms and conditions the Department reserves the right perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by June 23, 2023.
b) Construction Duration of 205 days.
c) Construction to be completed (Final Acceptance) by April 19, 2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount.

The remainder of this page intentionally left blank.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Seminole County 100 East First Street Sanford, Florida 32771	452189-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation ( )	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2022-2023**	Maximum Department Participation (CIGP)	$2,166,561.00	$1,554,561.00	$612,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,166,561.00 %	$1,554,561.00 %	$612,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,166,561.00	$1,554,561.00	$612,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Sand Lake Road at State Road 434 Turn Lane Improvements

FPID#: 452189-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $612,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-469

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR 23-041) in the Public Works Grant Fund to appropriate funding in the amount of $1,083,829 from the Florida Department of Transportation for construction of 17-92 overpass ramps for the Cross Seminole Trail. District2,4; Zembower, Lockhart (**Timothy Jecks, Deputy CFO/Budget Division Manager**) Requesting Department - Public Works

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Sara Carrick - Financial Administrator - 407-665-7180

Background:

On April 25, 2023, a Local Agency Participation (LAP) Agreement with the Florida Department of Transportation was presented to the Board to approve funding for the construction of ramps on each side of US17-92 near General Hutchinson Parkway to connect to the Cross Seminole Trail Overpass (CIP#02307102). The attached BAR will establish the grant revenue and expenditure budget associated with the construction portion of this project.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR 23-041) in the Public Works Grant Fund to appropriate funding in the amount of $1,083,829 from the Florida Department of Transportation for construction of 17-92 overpass ramps for the Cross Seminole Trail.

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-041**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/ CIP DELIVERY

Fund(s): PUBLIC WORKS GRANT

RM Recommendation	
S.CARRICK	4/19/2023
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:
TO ESTABLISH GRANT FUNDING RELATED TO A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FOR THE CROSS SEMINOLE TRAIL/US 17-92 OVERPASS RAMPS.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue	11916	02307102	331490		CST OVERPASS-LAP AGREEMENT		4901191602	1,083,829.00
						Total Sources		**1,083,829.00**
Expenditure	11916	02307102	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	1,083,829.00
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		1,083,829.00
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**1,083,829.00**

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:_____

COST TABLE - BAR 23-041 CST TRAIL/17-92 OVERPASS RAMPS

BUDGET DETAILS	CST OVERPASS/17-92 RAMPS CIP#02307102 GRANT FUNDED	US 17-92 Ped STAIRWELL CIP#00205750
PRIOR YEAR EXPENDITURES	-	180,484
FY23 CURRENT EXPENSES/ENCUMB	-	436,872
FY23 CURRENT BUDGET	-	852,284
AVAILABLE FUNDING	-	415,412
FUTURE COSTS - CEI SERVICES		22,192
PROPOSED BAR 23-041	1,083,829	-
AMENDED FY23 AVAILABLE	1,083,829	393,220
TOTAL LIFETIME PROJECT COST	**1,083,829**	**617,356**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-467

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-042 in the Emergency 911 Fund to transfer $125,000.00 from reserves to relocate Fiber Redundancy lines at the Public Safety Building. Countywide (**Timothy Jecks, Deputy CFO/ Budget Division Manager**) Requesting Dept: Office of Emergency Management E-911 Division

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO / Resource Management Director

Contact/Phone Number:

Timothy Jecks, Deputy CFO / Budget Division Manager / 407-665-7181

Background:

Relocate one (1) redundant AT&T fiber located at the entrance to the Public Safety Building to the rear (second entrance) of the building.

Planned road construction near the Public Safety Building puts existing AT&T fiber at risk of being cut, which would cause an outage and service disruption to the 9-1-1 system. The relocation of the fiber line will help to avoid any disruptions as a result of future road constructions and campus-wide Five Points construction.

Emergency 911 Fund Reserve balance after Mid-Year Adjustment is 3,007,934.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #23-042 in the Emergency 911 Fund to transfer $125,000.00 from reserves to relocate Fiber Redundancy lines at the Public Safety Building.

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-042**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION / E-911

Fund(s): 12500 EMERGENCY 911 FUND

RM Recommendation	
W. AVILES	4/20/2023
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:
To appropriate budget of $125,000 from E911 Fund Reserves to relocate Fiber Redundancy at the Public Safety Building.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	12500	02401011	530460		REPAIRS AND MAINTENANCE		4600557251	125,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	125,000.00
Reserve	**12500**	**999925**	599998		RESERVE FOR CONTINGENCIES		9989999901	(125,000.00)
Reserve								
							Reserve Sub-Total	(125,000.00)
							Total Uses	-

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:_____

File Number: 2023-473

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-044 to appropriate funds for two emergency procurements, replacement of trailers and a fire hydrant at the Landfill and ratify the emergency procurements. Countywide (**Timothy Jecks, Deputy CFO/Budget Division Manager**)
Requesting Department - Environmental Services
Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO / Resource Management Director

Contact/Phone Number:

Wendy Aviles, Financial Administrator 407-665-7182

Background:

McCulloch Road Reclaim Line Repair - Water & Sewer Capital Fund - Project 02308028 - $535,000

This emergency project repairs the 24-inch ductile iron reclaim water main. An estimated 30-foot section of 24-inch ductile iron pipe will be repaired, including multiple ductile couplings and all necessary parts. A leak test will be performed, and services restored to county reclaim accounts and bulk metering reclaim water to City of Oviedo.

This project will also restore the roadway site to include filling in large 75 feet wide x 20 feet deep embankment to original condition. The reclaim break caused soil in surrounding area to be pushed up and away from break site. The area will need stable fill under the reclaim water main and standard fill dirt to rebuild embankment along with total site.

Environmental Services isolated the uncontrolled leak by shutting down the reclaim water to most Oviedo customers. Due to the loss of use to a large service area, the Department received a quote for the repair from Kiewit Water Facilities Florida Co., in

the amount of $535,000.00. Kiewit is currently mobilized for sewer line repair on Lockwood Blvd.

The Emergency Agreement is attached. Water & Sewer Fund Reserve balance after Mid-Year Adjustment is $20.9M.

Five Points Lift Station - General Fund - Project 02308029 - $135,000

Wastewater pump station NE018 “Five Points” has immediate need for emergency corrective maintenance. In its current condition, the pump station is in immediate risk of failure due to age and wear.

The pump station is a Facilities Maintenance asset. Environmental Services has provided emergency maintenance in the past and is assisting Facilities Maintenance with project management of the proposed corrective action. Currently there are multiple points of failure at the station, any of which can cause immediate loss of wastewater service to a large portion of the Five Points Complex. Three quotes were obtained, and the emergency agreement based on the lowest quote is attached. Funds will be transferred to a project in the General Fund from General Fund Reserves. The balance of General Fund reserves is $57.8M after the Mid-Year Adjustment.

Replacement of three (3) Walking Floor Trailers - Solid Waste Fund - Project 0230902X $359,115

Three (3) Solid Waste trailers recently experienced fire damage and cannot be repaired. These trailers transport 10% of the waste from the Central Transfer Station (CTS) to the Osceola Landfill (OFL). Solid Waste is requesting funds from reserves for the replacement of these trailers. Solid Waste Fund Reserve balance after Mid-Year Adjustment is 13.2M.

Fire Hydrant at Landfill - Solid Waste Fund - Project 02309028 - $150,000

The County Fire Marshall is requiring the installation of a new firefighting water supply at the Landfill office to comply with current code. A drafting hydrant will be installed as the new water source in addition to an existing water tank which is the primary source of firefighting water. Transfer from the Landfill Refurbishment project will fund this project.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-044 to appropriate funds for two emergency procurements, replacement of trailers, and addition of a fire hydrant and ratify the emergency procurements.

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-044**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SVCS - UTILITIES ENGINEERING & SOLID WASTE

Fund(s): VARIOUS

RM Recommendation	
W. AVILES	4/20/2023
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:
To appropriate funds for the McCulloch Rd Reclaim Line Repair ($535,000), the Five Points Lift Station ($135,000), replacement of three damaged Walking Floor Trailers ($359,115) and to transfer funds from the General Landfill Refurbishment project to for a Fire Hydrant at the Landfill ($150,000).

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	40108	40108	381100	40100	TRANSFER IN		9109999923	535,000.00
Revenue								
Revenue								
						Total Sources		**535,000.00**
Expenditure	40108	02308028	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	535,000.00
Expenditure	40100	014188	590910	40108	TRANSFER OUT		9109999923	535,000.00
Expenditure	00100	02308029	560642	00001	EQUIPMENT >$4999		6429999901	135,000.00
Expenditure	40201	02309025	560642	00001	EQUIPMENT >$4999		6429999901	119,705.00
Expenditure	40201	02309026	560642	00001	EQUIPMENT >$4999		6429999901	119,705.00
Expenditure	40201	02309027	560642	00001	EQUIPMENT >$4999		6429999901	119,705.00
Expenditure	40201	00281204	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(150,000.00)
Expenditure	40201	02309028	560642	00001	EQUIPMENT >$4999		6429999901	150,000.00
							Expenditure Sub-Total	1,564,115.00
Reserve	40100	999903	599998		RESERVE FOR CONTINGENCIES		9989999901	(535,000.00)
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	(135,000.00)
Reserve	40201	999942	599998		RESERVE FOR CONTINGENCIES		9989999901	(359,115.00)
							Reserve Sub-Total	(1,029,115.00)
							Total Uses	**535,000.00**

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:_____

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

BASIC AGREEMENT
NUMBER M-5062-23/RTB

Agreement Title: **McCulloch Road 24 Inch Reclaim Line Repair**

Consultant/Contractor: Kiewit Water Facilities Florida Co.
Address: 5757 Blue Lagoon Drive, Suite 200
Miami, FL 33126

ATTACHMENTS TO THIS AGREEMENT:
- [X] supplemental conditions - Exhibit "A"
- [X] scope of services - Exhibit "B"
- [ ] rate/fee schedule – Exhibit "C"
- [X] drawings/plans/specifications
- [X] special conditions (EPO Form) – Exhibit "D"

METHOD OF COMPENSATION:
- [X] fixed fee basis
- [ ] time basis-not-to-exceed
- [ ] time basis-limitation of funds
- [ ] retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT/CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within **ninety (90) calendar days** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of this Agreement for Default.

Agreement Amount: FIVE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS ($535,000.00)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 21st day of April, 2023, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

David R. Urquhart, Asst. Secretary

(CORPORATE SEAL)

Kiewit Water Facilities Florida Co.

By: Terry J. Carlegaard, Director

Date: April 17, 2023

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

(Procurement Analyst)

By: Diane Reed
Diane Reed, Purchasing and Contracts Manager

Date: April 21st 2023

As authorized by the Board of County Commissioners at its _____ regular meeting.

OC #815062 **ON #_____**

AGREEMENT GENERAL TERMS AND CONDITIONS

SECTION 1. INTRODUCTION. These General Terms and Conditions are amended or supplemented by the Supplementary Conditions attached hereto and incorporated as Exhibit "A".

SECTION 2. SERVICES. The COUNTY does hereby retain the CONSULTANT/CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "B".

SECTION 3. METHOD OF COMPENSATION. Compensation for the services to be provided by the CONSULTANT/CONTRACTOR are attached hereto and incorporated as Exhibit "C". If the compensation is based on:

(a) FIXED FEE BASIS, then the Agreement Amount becomes the Fixed Fee Amount and the CONSULTANT/CONTRACTOR shall perform all work required by this Agreement for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT/CONTRACTOR to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT/CONTRACTOR shall be based on the Labor Hour Rates established in Exhibit "C" of this Agreement. In no event shall the CONSULTANT/CONTRACTOR be paid more than the Fixed Fee Amount.

(b) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Agreement Amount becomes the Not-to-Exceed Amount and the CONSULTANT/CONTRACTOR shall perform all the work required by this Agreement for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT/CONTRACTOR authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Agreement. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(c) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Agreement Amount becomes the Limitation of Funds amount and the CONSULTANT/CONTRACTOR is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT/CONTRACTOR shall advise the COUNTY whenever the CONSULTANT/CONTRACTOR has incurred expenses on this Agreement that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(d) The CONSULTANT/CONTRACTOR may utilize labor categories that are not included in the attached fee proposal. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Agreement Amount be modified as a result of any changes in labor categories. The CONSULTANT/CONTRACTOR 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, and the COUNTY PROJECT MANAGER'S approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be in effect on the date of the County's approval for any substitution.

SECTION 4. PAYMENT:
(a) Payments shall be made to the CONSULTANT/CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. The CONSULTANT/CONTRACTOR may invoice amount due based on the total required services actually performed and accepted. Upon review and approval of the CONSULTANT/CONTRACTOR'S invoice, the COUNTY shall, within thirty days of receipt of invoice, pay the CONSULTANT/CONTRACTOR.

(b) At the end of each month, the CONSULTANT/CONTRACTOR shall render to the COUNTY a properly dated, itemized invoice that includes, but not limited to, the following:
(1) The name and address of the CONSULTANT/CONTRATOR.
(2) The Agreement number.
(3) A complete and accurate time record of services performed by the CONSULTANT/CONTRACTOR during the month for which the COUNTY is billed.
(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:
Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

(c) A duplicate copy of the invoice shall be sent to the address specified in Section 4 of the SUPPLEMENTARY CONDITIONS (Exhibit "A")**.**

(d) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT/CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.
(a) The COUNTY may perform or have performed an audit of the records of the CONSULTANT/CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT/CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT/CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT/CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(d).

(b) The CONSULTANT/CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT/CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsection (a) of this Section.

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

SECTION 6. RESPONSIBILITY OF CONSULTANT/CONTRACTOR.
(a) The CONSULTANT/CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all deliverables, including but not limited to, plans, studies, reports and other services furnished by the CONSULTANT/CONTRACTOR under this Agreement. The CONSULTANT/CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT/CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT/CONTRACTOR'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverables, including but not limited to, reference data, survey data, plans and reports that result

from the CONSULTANT'S/CONTRACTOR'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to the CONSULTANT/CONTRACTOR. No changes or revisions to the documents furnished by the CONSULTANT/CONTRACTOR shall be made by the COUNTY or its agents without the written approval of the CONSULTANT/CONTRACTOR.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Agreement, unless terminated earlier in accordance with the termination provisions in Section 9.

SECTION 9. TERMINATION.
(a) The COUNTY may, by written notice to the CONSULTANT/CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT/CONTRACTOR to fulfill the CONSULTANT/CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONSULTANT/CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT/CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT/CONTRACTOR shall be paid compensation for acceptable services performed to the date of termination. The CONSULTANT/CONTRACTOR shall be paid no more than a percentage of any Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT/CONTRACTOR to fulfill their Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT/CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT/CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT/CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the 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 the CONSULTANT/CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT/CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT/CONTRACTOR/CONTRACTOR agrees that it will 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 and will 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 shall include, but not be 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 11. NO CONTINGENT FEES. The CONSULTANT/CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, to solicit or secure this Agreement and that CONSULTANT/CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, 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, the COUNTY shall have the right to terminate the Agreement at its 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 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUB-CONSULTANTS/CONTRACTORS. In the event CONSULTANT/CONTRACTOR, during the course of the work under this Agreement, requires the services of any sub-CONSULTANTS/CONTRACTORS or other professional associates in connection with service covered by this Agreement, the CONSULTANT/CONTRACTOR must secure the prior written approval of the COUNTY. If sub-CONSULTANTS/CONTRACTORS or other professional associates are required in connection with the services covered by this Agreement, the CONSULTANT/CONTRACTOR shall remain fully responsible for the services of sub-CONSULTANTS/CONTRACTORS or other professional associates.

SECTION 14. INDEMNIFICATION OF THE COUNTY. The CONSULTANT/CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT/CONTRACTOR, whether caused by the CONSULTANT/CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 15. INSURANCE.
(a) General. The CONSULTANT/CONTRACTOR shall at the CONSULTANT'S/CONTRACTOR'S own cost, procure insurance as required under this Section unless otherwise specified under the Supplementary Conditions (Exhibit "A"). In addition, the CONSULTANT/CONTRACTOR shall procure insurance in the amounts specified in the Supplementary Conditions (Exhibit "A")

(1) The CONSULTANT/CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance on a current ACORD Form, using 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 Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non renewal. Until such time as the insurance is no longer required to be maintained by the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than ten (10) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the Insurance requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT/CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the Agent/Broker.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by the CONSULTANT/CONTRACTOR shall relieve the CONSULTANT/CONTRACTOR of the CONSULTANT'S/CONTRACTOR'S full responsibility for performance of any obligation including the

CONSULTANT'S/CONTRACTOR'S indemnification of the 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 other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall 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 shall: A) lose its Certificate of Authority, or B) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT/CONTRACTOR shall, as soon as the CONSULTANT/CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY 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 the CONSULTANT/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT/CONTRACTOR shall be deemed to be in default of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).
(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the COUNTY'S ADR procedures prior to filing suit or otherwise pursuing legal remedies. Agreement claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) The CONSULTANT/CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY'S ADR procedures set forth in subsection (a) above of which the CONSULTANT/CONTRACTOR had knowledge and failed to present during the COUNTY'S ADR procedures.

(c) In the event that the COUNTY'S ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF THE COUNTY AND CONSULTANT/CONTRACTOR.
(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT/CONTRACTOR, shall designate in writing and shall advise the CONSULTANT/CONTRACTOR in writing of one (1) or more the COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative(s) shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT/CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT/CONTRACTOR who are authorized to act on behalf of the CONSULTANT/CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained herein and the parties agree that there are not 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 hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONSULTANT/CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT/CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT/CONTRACTOR is to be and shall remain an independent the CONSULTANT/CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONSULTANT/CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT/CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. The CONSULTANT/CONTRACTOR acknowledges the 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. The CONSULTANT/CONTRACTOR acknowledges that the 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 that said statute controls over the terms of this Agreement.

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT/CONTRACTOR 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. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT/CONTRACTOR.

SECTION 26. CONFLICT OF INTEREST.
(a) The CONSULTANT/CONTRACTOR 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 COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT/CONTRACTOR hereby certifies that no officer, agent or employee of the 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 the CONSULTANT/CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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

SUPPLEMENTARY CONDITIONS

SECTION 1. INTRODUCTION. These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Agreement Documents as indicated below.

SECTION 2. WORK PERFORMED BY CONSULTANT/CONTRACTOR. The CONSULTANT/CONTRACTOR must perform at least **51%** of the total Work as measured by cost (Equipment and labor) within his own organization and excluding Material costs. A failure of the CONSULTANT/CONTRACTOR to perform the required percentage of Work within his own organization constitutes a Material breach of this Agreement.

SECTION 3. EMERGENCY PHONE NUMBERS:
Seminole County Environmental Services Dept (407) 665-2733
Seminole County Purchasing and Contracts (407) 665-7116

SECTION 4. DUPLICATE INVOICE: A duplicate copy of the invoice shall be sent to:
Seminole County Environmental Services Department
Address: 500 W. Lake Mary Boulevard
Sanford, FL 32773

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have 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, to wit:

FOR COUNTY: **(refer to Section 4 – Duplicate Invoice)**
FOR CONSULTANT/CONTRACTOR: Kiewit Water Facilities FL Co
Address: 5757 Blue Lagoon Drive, St 200
Miami, FL 33126

SECTION 6. INSURANCE SPECIFICATIONS.

(a) Without limiting any of the other obligations or liability of the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall, at the CONSULTANT'S/CONTRACTOR'S sole 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 the Agreement, the insurance shall become effective upon execution of the Agreement by the CONSULTANT/CONTRACTOR and shall be maintained in force until the Agreement completion date. **The Insurance Certificate shall have this Agreement number clearly marked on its face.** Failure by the CONSULTANT to maintain insurance coverage within the stated period and in compliance with the Insurance requirements of the COUNTY shall constitute a material breach of the Agreement, for which this Agreement may be immediately terminated by the COUNTY. The amounts and types of insurance shall conform to the following minimum requirements. The Certificate of Insurance shall be on a signed current ACORD form.

(b) Certificate of Insurance shall be on a signed current ACORD form. The insurance provided by the CONSULTANT/CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT/CONTRACTOR.

(c) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, 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.

(d) Obligations. Compliance with the following insurance requirements shall not relieve the CONSULTANT/CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

(1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for liability which 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. The CONSULTANT/CONTRACTOR will also be responsible for procuring proper proof of coverage from its sub-CONSULTANTS/CONTRACTORS of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONSULTANT'S/CONTRACTOR'S employees. The minimum required limits to be provided by both the CONSULTANT/CONTRACTOR and its sub-CONSULTANTS/CONTRACTORS are outlined in subsection (C) below. 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 Policy, there shall 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 Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

	LIMITS
$500,000	(Each Accident)
$500,000	(Disease-Policy Limit)
$500,000	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, 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) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising	$1,000 000
Products/Completed Operations Aggregate	$1,000,000
Each Occurrence Limit	$1,000,000

(3) Professional Liability Insurance. The CONSULTANT/CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

(4) Business Auto Policy.

(A) The CONSULTANT'S/CONTRACTOR's insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by Part IV 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, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONSULTANT/CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the Work under the Agreement Documents. The separate aggregate limits to be maintained by the CONSULTANT/CONTRACTOR shall be a minimum of three times the per accident limit required and shall apply separately to each policy year or part thereof.

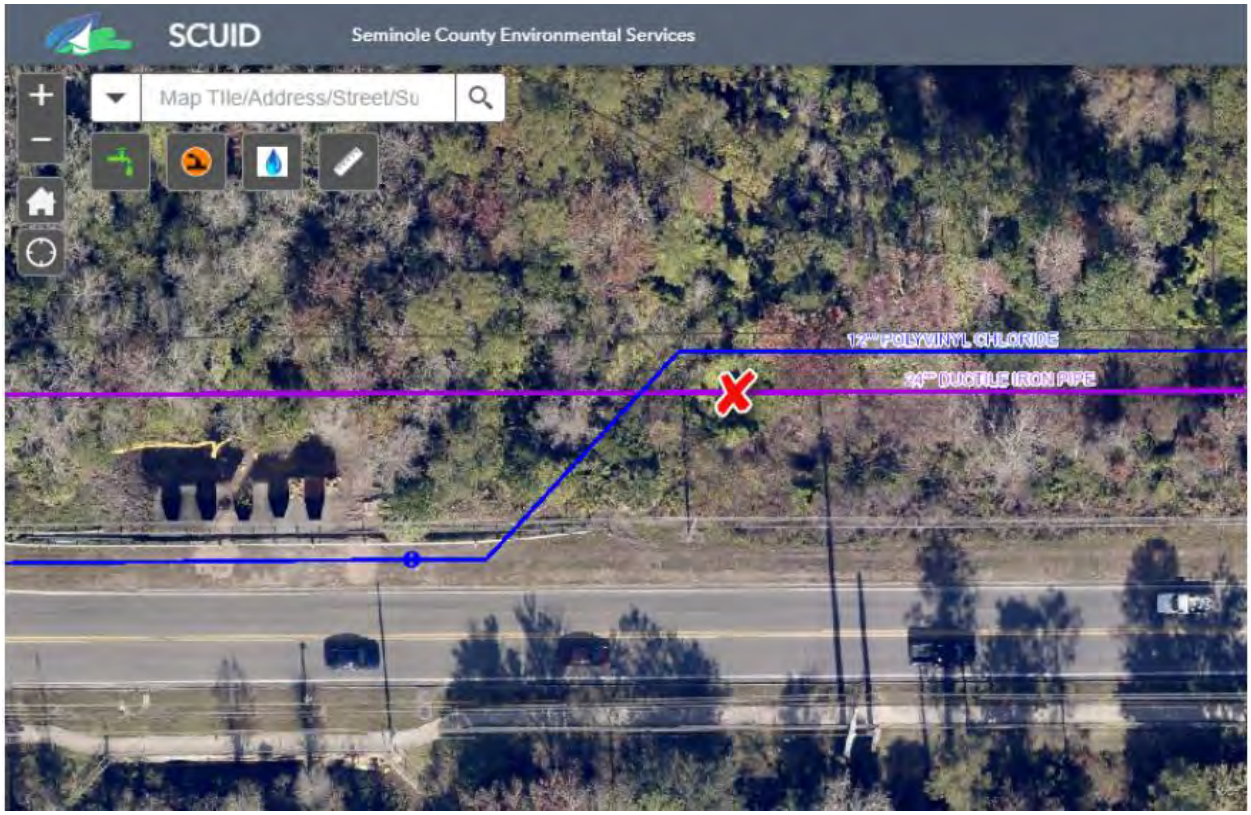
	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000 Occurrence Limit

McCulloch Road 24" Recycled Water Main Repair

PREPARED FOR:	Chris Graybosch
PREPARED BY:	Mike Rood
DATE:	04/10/2023
LOCATION:	Seminole County – 14002 McCulloch Road
WORK ORDER:	WO #23-05

1.0 Project Driver

The existing 24" recycled water main on the north side of McCulloch Road burst. Recycled water service to County accounts and the City of Oviedo has been interrupted and needs to be restored.



Approximate location of pipe burst on north side of McCulloch Road

2.0 Background

Kiewit has visited the site to understand the scope of work. Kiewit proposes to use a series of sleeves and restrained joints to repair the damaged pipeline. This proposal is based on the following assumptions and clarifications:

- Groundwater elevation at the damaged pipe is unknown. Kiewit plans on using a well-point dewatering system with pipe socks for filtering the discharge prior to an area that naturally drains away from the work zone. The system will be capable of pumping approximately 1000 gallons per minute.

- Any water remaining from the initial pipe burst that is not displaced with the fill materials will be pumped to the nearest area away from the work zone.

- The existing adjacent utilities exact locations are not known. Kiewit will investigate the location of the utilities and develop a pipe excavation plan that seeks to avoid them. This proposal is based on being able to use a trench box and steel plates to access the damaged pipe. If additional shoring is needed to accommodate the existing utilities, this will result in a change to the proposal.

- Any remaining spoils will be left at the site. Spoils will be knocked down and spread out as best as possible without creating a need for additional clear and grub activities.

- Compaction testing for backfill will be provided by Kiewit. Imported soil and backfill around the pipe will be compacted to 90%.

- The new ductile iron pipe and fittings will be Class 150.

- This proposal is based on performing this work in a way that does not extend the duration of the current project to repair the 8" PVC sewer line on Lockwood Blvd. If the work at the sewer line on Lockwood Blvd. is extended, then there will be cost impacts for the rental of items such as shoring systems, dewatering systems, fencing, site security, etc. that can either be added to this project or the Lockwood Blvd. project as a Change Order.

- Kiewit has not included any scope of work for cleaning debris from the existing 24" recycled water main beyond the 30' of pipe to be repaired. Kiewit will clean any debris as a result of Kiewit's work, but it is likely that some amount of debris and/or sediment has traveled east or west from the damaged pipe as a result of the initial pipe burst.

- Details about the sequence and scope of work can be found in Section 4 of this Proposal.

- A performance and payment bond is included in the pricing.

- Contract terms from the piggybacked Gwinnett County RP012-22 apply to this Work.

- Pricing is valid for 45 days from the date of this proposal.

3.0 Objectives

Approximately 30 LF of the 24" ductile iron pipe will be replaced with a series of pipe, sleeves, and restrained joints. Approximately 3,000 CY of fill material will be used to develop access to the pipeline and restore the washed out areas near the roadway.

4.0 Scope of Work

Task 1: Procurement

1. 30 LF of 24" Class 150 Ductile Iron Pipe
2. Contracts with subcontractors for traffic control, utility investigation, dewatering, and compaction testing
3. Engineered shoring design

Task 2: Detailed Work Steps

1. Develop a detailed work plan and safety plan before starting work.
2. Have a pre-activity meeting with Seminole County.
3. Install MOT to block westbound lane. Traffic will be flagged around work zone during working hours and restored to two-way traffic at the end of each shift.
4. Import fill material to establish access to the pipe and restore washed out areas.
5. Clear & grub to establish work area near broken pipe.
6. Pothole for existing utilities and develop excavation plan and shoring at broken pipe area.
7. Excavate and install shoring at pipe break location.
8. Install well-point dewatering system.
9. Remove damaged pipe and install new pipe, sleeves and couplings.
10. Backfill pipe and perform visual leak detection.
11. Complete backfill, remove shoring and dewatering systems, and demobilize.

Task 3: Summary Report

- KWFF will provide a report summarizing the work performed.
- Document (with photographs) all activities.
- Redlined as-built drawings with new invert elevations and pipe sizing.

5.0 Preliminary Schedule

The following is a summary of the preliminary schedule for this project (approximate durations to be refined in final proposal). Crews will work five (5) days per week, ten (10) hours per day. Saturday work will be evaluated and performed as allowed.

Task#	*Description*	*Duration (WD)*
1	Import fill material to restore roadway shoulder and create access	*5 Days*
2	Pothole for existing utilities	*2 Days*
3	Clear & grub	*1 Day*
4	Excavate & install dewatering system	*2 Days*
5	Repair 24" recycled water main	*2 Days*
6	Initial backfill & leak testing	*1 Day*
7	Complete backfill & demobilize	*2 Days*

6.0 Attachments

- Site Overview Map & Scope (prepared by Seminole County)

7.0 Pricing

- Total Lump Sum, Rough Order of Magnitude, $535,000.00.
  - Mobilization (included in above total) of 10% will be billable at the time of the Purchase Order.
  - Remaining billings will be on a monthly basis. Kiewit will develop a cost loaded schedule for the purpose of remaining billings.

EXHIBIT B

MCCULLOCH RD
24IN RECLAIM MAIN BREAK

Seminole County Environmental Services experienced a large diameter reclaim water main break. The break is located in the R.O.W. alongside McCulloch Road, roughly near the intersection of Lockwood Blvd.

Project Specifics

The County is looking to secure a contractor to repair the broken 24in reclaim water main, restore service, and conduct site restoration of the affected area the break occurred.

Objective:

1. Repair – 24in ductile iron reclaim water main. Estimated 30ft section of 24in ductile iron pipe will need to be repaired, including multiple ductile couplings and all necessary parts.

2. Leak test and restore services to county reclaim accounts and bulk metering reclaim water to City of Oviedo.

3. Restore roadway site to include filling in large 75ft wide x 20ft deep embankment to original condition. Reclaim break caused soil in surrounding area to be pushed up and away from break site. Area will need stable fill under the reclaim water main and standard fill dirt to rebuild embankment along with total site.

Challenges:

Site is located along McCulloch Rd with minimal site access. Jobsite will require MOT, lane closure, flagging operation. Roadway has the potential to see several thousand cars per day back and forth traffic.

Removal of brush, trees, and soil will be required to access site. Break in pipe is located approx. 70ft off the edge of pavement and roughly 10ft of elevation change from edge of pavement to break.

Reclaim pipe appears to have slight deflection from break, requiring potential thrust blocking to secure main once repair is complete.

Overhead power, underground gas, telecom, water, fiber, and other potential utilities directly in conflict with the project. Contractor will be responsible to identify and protect utilities per state statutes.

CITY OF OVIEDO/ SEMINOLE COUNTY RECLAIMED TRANSMISSION LINE AND WATER MAIN EXTENSION

CITY OF OVIEDO OFFICIALS:

MAYOR:	MARY LOU ANDREWS
CITY COUNCILMAN:	THOMAS O'HANLON
CITY COUNCILMAN:	PHIL CLONIGER
CITY COUNCILMAN:	BOB DALLARI
CITY COUNCILMAN:	DOMINIC PERSAMPIERE
CITY COUNCILMAN:	CHRIS JEPSON
CITY MANAGER:	V. EUGENE WILLIFORD III



VICINITY MAP

SEMINOLE COUNTY OFFICIALS:

DISTRICT 1:	GRANT E. MALOY
DISTRICT 2:	RANDALL C. MORRIS
DISTRICT 3:	DICK VAN DER WIEDE
DISTRICT 4:	CARLTON HENLEY
DISTRICT 5:	DARYL G. McLAIN
COUNTY MANAGER:	KEVIN GRACE

~~XXX~~ XXX REPRESENTS "RECORD DRAWING" INFORMATION

"RECORD DRAWING"

THE "RECORD DRAWING" INFORMATION ON THE PLAN HAS BEEN PROVIDED BY GEOMARKS LAND SURVEYORS, INC., ORLANDO FLORIDA. THE ENGINEER HAS NOT PERFORMED FIELD MEASUREMENTS FOR SURVEYS, BUT PERFORMED PERIODIC VISUAL INSPECTIONS DURING CONSTRUCTION AND AGREES THAT THE IMPROVEMENTS CONSTRUCTED ARE IN GENERAL CONFORMANCE TO THESE RECORD DRAWING PLANS.

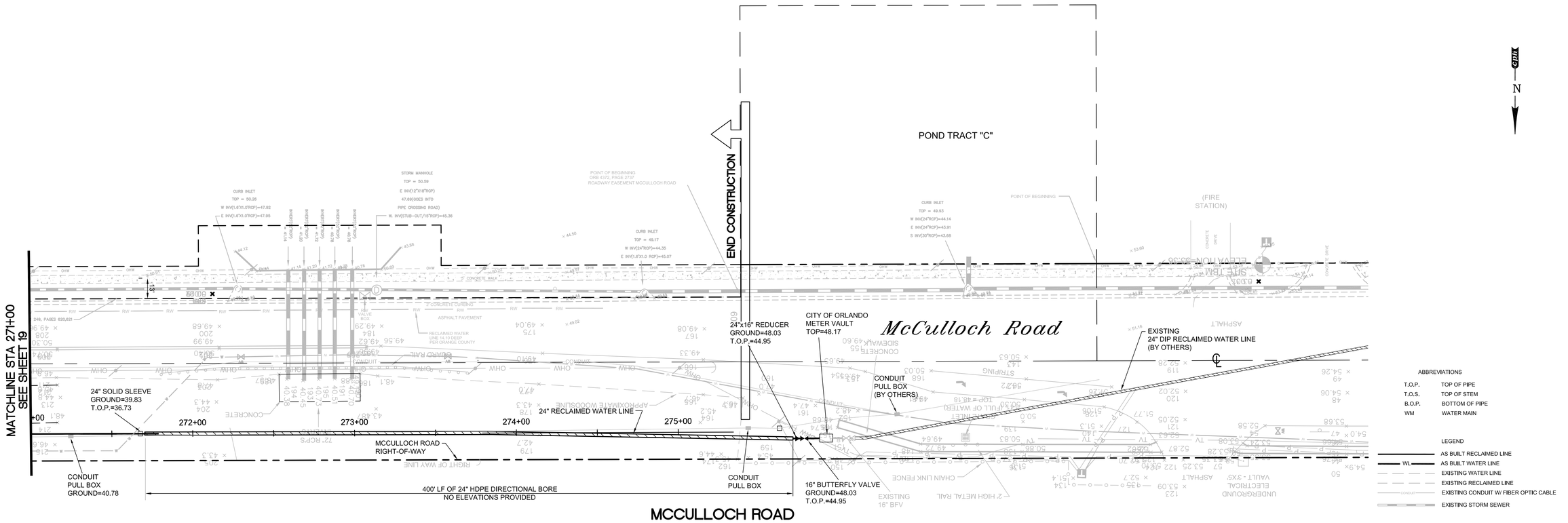
CPH ENGINEERS, INC.
ALLEN C. LANE JR., P.E., FL REG. #60144

cph
Engineers
Planners
Landscape Architects
Surveyors
Construction Management
www.cphengineers.com
1117 East Robinson Street, Suite C, Orlando, FL 32801
Phone: 407.425.0452 Fax: 407.648.1036

JOB NO. O2133.00

Sheet No. 1

J:\O2133\Drawings\RE BID 1-4-04\Record Drawings Corrected per review comments 2-19-09\O2133CDV_Record Review.dwg Mar 17, 2009



No.	Date	Revision	Approved
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THE "RECORD DRAWING" INFORMATION ON THE PLAN HAS BEEN PROVIDED BY GEOMARKS LAND SURVEYORS, INC., ORLANDO FLORIDA. THE ENGINEER HAS NOT PERFORMED FIELD MEASUREMENTS FOR SURVEYS, BUT PERFORMED PERIODIC VISUAL INSPECTIONS DURING CONSTRUCTION AND AGREES THAT THE IMPROVEMENTS CONSTRUCTED ARE IN GENERAL CONFORMANCE TO THESE RECORD DRAWING PLANS.

CPH ENGINEERS, INC.
ALLEN C. LANE JR., P.E., FL REG. #60144

Designed by:	DEM	11/99
Drawn by:	CKJ, DGH	11/99
Checked by:	SNR	11/99
Approved by:	DEM	11/99

Certificate of Authorization No. 3215

Scale: H.: 1" = 30'
V.: 1" = 2'
Date: APRIL, 2002
Job No. O2133
File: O2133PP20.dwg

CITY OF OVIEDO/ SEMINOLE COUNTY
RECLAIMED TRANSMISSION LINE
AND WATER MAIN EXTENSION

cph Engineers, Planners, Landscape Architects, Surveyors, Construction Management
www.cphengineers.com
1117 East Robinson Street, Suite C, Orlando, FL 32801
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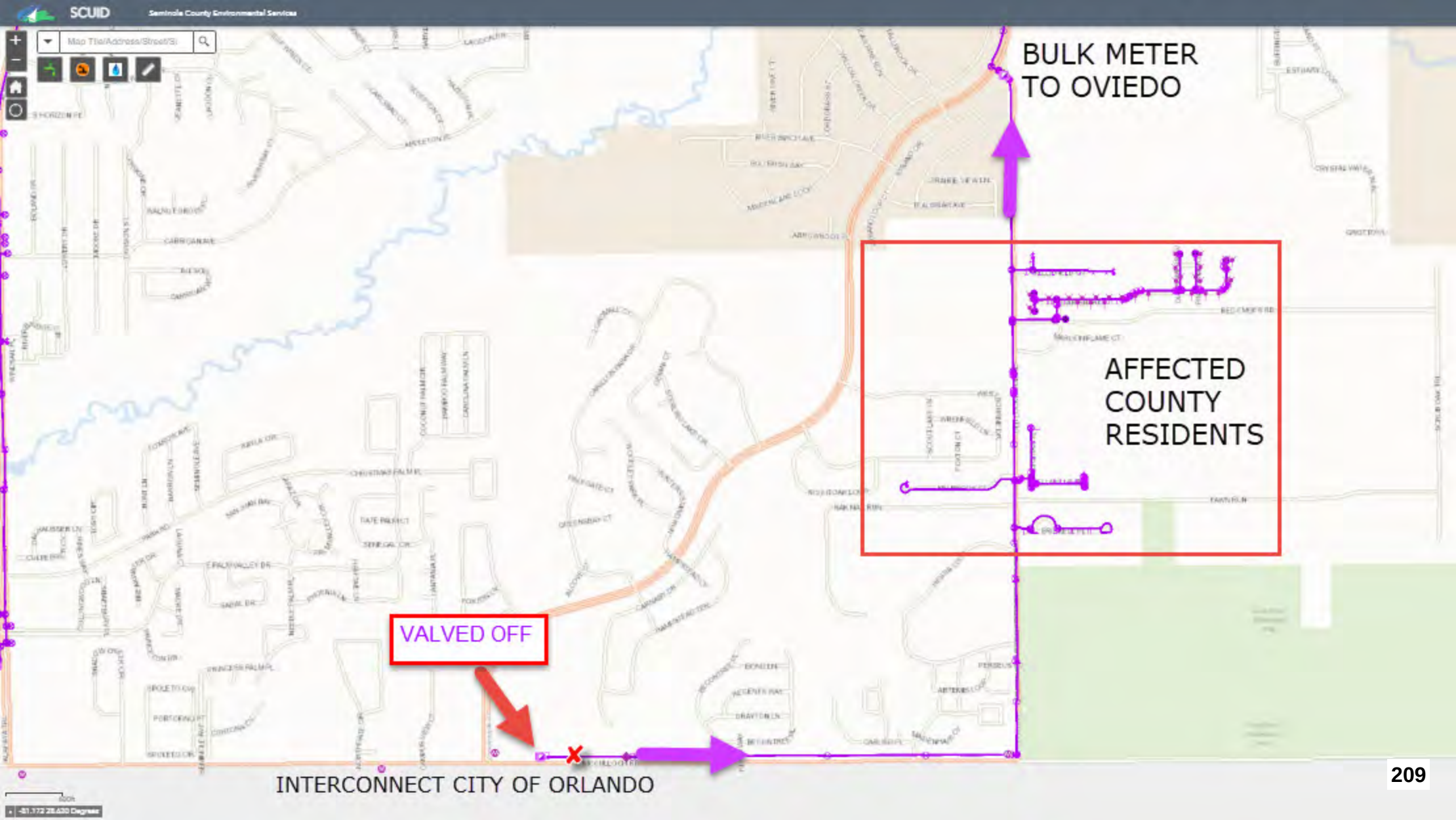
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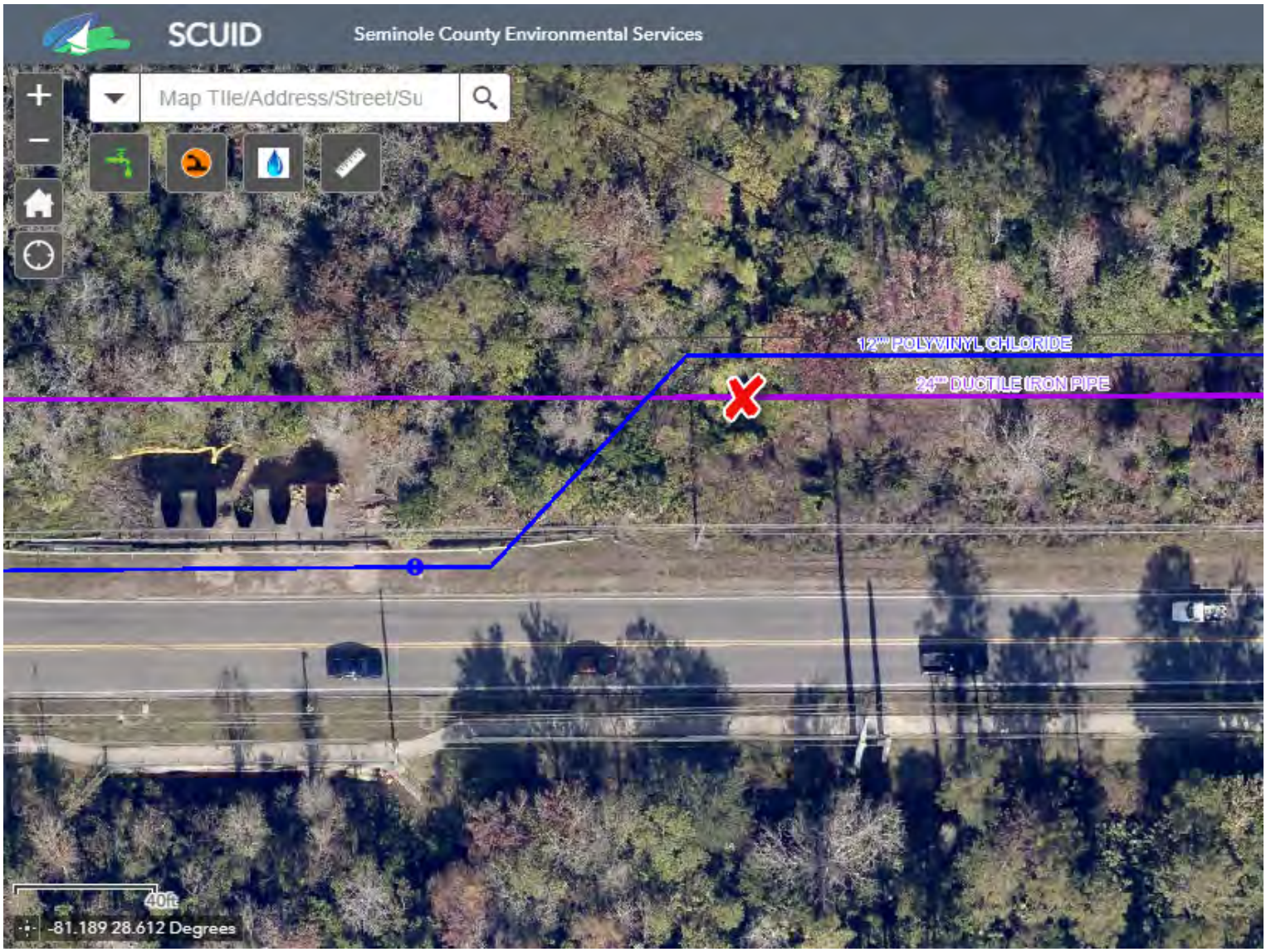
MCCULLOCH ROAD
PLAN AND PROFILE

Sheet No.
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Seminole County Environmental Services
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AFFECTED
COUNTY
RESIDENTS
VALVED OFF
INTERCONNECT CITY OF ORLANDO


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Seminole County Environmental Services
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From: Ornberg, Kim
To: Williams, Elisa
Cc: Roy, Nagunia (Renee); Mericle, Roy; Grein, Carrie; Wilson, Shawandolyn; Reed, Diane; White, Bill; Edwards, William (Johnny); Graybosch, Chris; Heacock, Daniel
Subject: RE: Reclaim Water Main break - McCulloch Rd.
Date: Wednesday, April 12, 2023 5:42:03 PM
Attachments: EPO McCulloch Rd 24 Inch Reclaim Repair Kiewit (003).pdf
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Here you go! Thanks everyone!

Kim Ornberg, PE
Director
Environmental Services Department
O: (407) 665-2012
500 W. Lake Mary Blvd. Sanford, FL 32773
kornberg@seminolecountyfl.gov
www.seminolecountyfl.gov

Seminole Education, Restoration & Volunteer (SERV) Program
Follow **SERV** on social media!

Visit our Watershed Atlas at:
www.seminole.wateratlas.org

For more information on the County's Fertilizer or Shoreline Ordinances, visit:
Fertilizeflorida.org
Seminolecountyfl.gov/shoreline

From: Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Sent: Wednesday, April 12, 2023 4:43 PM
To: Ornberg, Kim <kornberg@seminolecountyfl.gov>
Cc: Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>; Grein, Carrie <cgrein@seminolecountyfl.gov>; Wilson, Shawandolyn <swilson@seminolecountyfl.gov>; Reed, Diane <DReed@seminolecountyfl.gov>; White, Bill <wwhite@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

Kim,

Please find attached EPO for McCulloch reclaim water break, for your review/signature.

Let me know if you need additional information/questions/concerns.

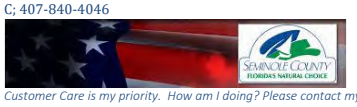
Thank you,

Elsa

From: Heacock, Daniel <dheacock@seminolecountyfl.gov>
Sent: Wednesday, April 12, 2023 1:16 PM
To: Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>; Grein, Carrie <cgrein@seminolecountyfl.gov>; Wilson, Shawandolyn <swilson@seminolecountyfl.gov>; Reed, Diane <DReed@seminolecountyfl.gov>; White, Bill <wwhite@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

Folks,
I have been in contact with Carrie hammering out funding lines for the McCulloch Rd. repair and it sounds like she has it covered with the budgeting office.
Attached is the EPO packet for signatures. I would as Jonny suggested and add a little extra to the BAR but I have been talking to Kiewit's project manager emphasizing that any change orders will be picked at.

Dan Heacock
Seminole County
Utilities Project Planner
dheacock@seminolecountyfl.gov
P; 407-665-2733
C; 407-840-4046



Customer Care is my priority. How am I doing? Please contact my manager, Renee Roy, at nroy@seminolecountyfl.gov with feedback.

From: Graybosch, Chris <cgraybosch@seminolecountyfl.gov>

Sent: Tuesday, April 11, 2023 11:58 AM
To: Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>; Grein, Carrie <cgrein@seminolecountyfl.gov>; Wilson, Shawandolyn <swilson@seminolecountyfl.gov>; Reed, Diane <DReed@seminolecountyfl.gov>; White, Bill <wwhite@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

Johnny,

Ops will flush when the repair is made. I was planning on having a crew work with the contractor to help test the line and flush, after they make the repair and continue assisting until the job is complete.

Thanks,

Christopher Graybosch
Field Operations Manager
Environmental Services | Water Operations
O: (407) 665-2742 | C: (407) 840-4058
3300 Dike Rd
Winter Park, FL 32792
cgraybosch@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>
Sent: Tuesday, April 11, 2023 8:14 AM
To: Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>; Grein, Carrie <cgrein@seminolecountyfl.gov>; Wilson, Shawandolyn <swilson@seminolecountyfl.gov>; Reed, Diane <DReed@seminolecountyfl.gov>; White, Bill <wwhite@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

Dan / Chris / Elisa,

Thank you for coordinating. Will Operations flush the pipe following the repair?

Unless there are comments on the proposal…

1 – Who starts the EPO Request – Dan? I would suggest adding 15-20% contingency on top of the $535K.
2 - Kim should be back (unless something unexpected at BCC today) early afternoon to sign. (Diane - can a Deputy sign EPO request?)
3 – Carrie / Wanda – Do we have available budget for the repair…how do we pay for this?

Thank you,

Johnny Edwards, PE
Deputy Director
Environmental Services Department
O: (407) 665-2005
500 W. Lake Mary Blvd. Sanford, FL 32773
wedwards@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Mike.Rood <Mike.Rood@kiewit.com>
Sent: Monday, April 10, 2023 5:16 PM
To: Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>; Scott.Woodrow <Scott.Woodrow@kiewit.com>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Services Security Team or contact 311Support at CSDSupport@seminole

All,

From our initial investigations and understanding of the scope of work we have developed a Rough Order of Magnitude (ROM) estimate and a preliminary scope of work document (attached).

There are still a handful of questions to be answered, and this could be piecemealed to advance the parts we are sure of now as some of the unknowns can't be quantified until access is developed/restored to the pipeline. For example, where exactly are the other utilities and how will they impact the pipe repair excavation, what kind of debris needs to be cleaned up/down stream of the break, how much fill will be needed to establish access and backfill the pipe, what is the elevation of groundwater, etc. We have attempted to make reasonable presumptions about these items to arrive at the ROM estimate and ensure that the final cost for the repair does not exceed the ROM estimate.

Please let us know what questions you have, and if we need to schedule a meeting either at the site or over Teams.

MICHAEL ROOD
Sponsor

KIEWIT WATER FACILITIES FLORIDA CO.
5757 Blue Lagoon Drive, Suite 200 Miami, FL 33126
(559) 326-8850 cell
kiewit.com

From: Graybosch, Chris <cgraybosch@seminolecountyfl.gov>
Sent: Thursday, April 6, 2023 11:51 PM
To: Heacock, Daniel <dheacock@seminolecountyfl.gov>; Scott.Woodrow <Scott.Woodrow@kiewit.com>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>; Mike.Rood <Mike.Rood@kiewit.com>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: [EXTERNAL] RE: Reclaim Water Main break - McCulloch Rd.

All,

Quick update regarding the reclaim main break on McCulloch:

- We were able to identify the leak, which appears to be a pretty substantial hole in the side of the ductile iron pipe.
- We are unable to access the pipe to make the repair due to the location of the main and what would be needed to repair.
- Kiewitt met Dan and myself on site today to discuss the break and repair, which ended in some follow up questions. I will follow up with Elisa tomorrow, but basically it was scope of work, if it needs to go to bid, timeframe etc.
- We backfilled the hole to secure the embankment along McCulloch to a certain extent, but more work needs to be done.

Please see attached for a brief overview, some photos, and a general outline.

Thanks,

Christopher Graybosch
Field Operations Manager
Environmental Services | Water Operations
O: (407) 665-2742 | C: (407) 840-4058
3300 Dike Rd
Winter Park, FL 32792
cgraybosch@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Graybosch, Chris
Sent: Thursday, April 6, 2023 9:51 AM
To: Heacock, Daniel <dheacock@seminolecountyfl.gov>; Scott.Woodrow <Scott.Woodrow@kiewit.com>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>; Mike.Rood <Mike.Rood@kiewit.com>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

All,

Im on site and will meet scott to discuss details.

Thanks,

Christopher Graybosch
Field Operations Manager
Environmental Services | Water Operations
O: (407) 665-2742 | C: (407) 840-4058
3300 Dike Rd
Winter Park, FL 32792
cgraybosch@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Heacock, Daniel <dheacock@seminolecountyfl.gov>
Sent: Thursday, April 6, 2023 9:47 AM
To: Scott.Woodrow <Scott.Woodrow@kiewit.com>; Williams, Elisa <EWilliams02@seminolecountyfl.gov>; Mike.Rood <Mike.Rood@kiewit.com>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

I can work with that Scott, I was planning to head out today anyway.

Dan

From: Scott.Woodrow <Scott.Woodrow@kiewit.com>
Sent: Thursday, April 6, 2023 9:20 AM
To: Williams, Elisa <EWilliams02@seminolecountyfl.gov>; Mike.Rood <Mike.Rood@kiewit.com>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: RE: Reclaim Water Main break - McCulloch Rd.

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We could be on site for a site walk after lunch today.

Thanks,
Scott
704/ 512-8699

From: Williams, Elisa <EWilliams02@seminolecountyfl.gov>
Sent: Thursday, April 6, 2023 9:16 AM
To: Mike.Rood <Mike.Rood@kiewit.com>; Scott.Woodrow <Scott.Woodrow@kiewit.com>
Cc: Ornberg, Kim <kornberg@seminolecountyfl.gov>; Edwards, William (Johnny) <WEdwards@seminolecountyfl.gov>; Graybosch, Chris <cgraybosch@seminolecountyfl.gov>; Heacock, Daniel <dheacock@seminolecountyfl.gov>; Roy, Nagunia (Renee) <nroy@seminolecountyfl.gov>; Mericle, Roy <rmericle@seminolecountyfl.gov>
Subject: [EXTERNAL] FW: Reclaim Water Main break - McCulloch Rd.

Mike,

Good morning. As I mentioned during our phone call, is it possible to get a scope and quote for this project? We can meet Scott onsite when he is available. If Scott needs to reach out to me, Chris Graybosch, or Dan Heacock (Dan, including you on this as this is the same area as Lockwood), our phone numbers are:

Elsa cell – 321 693 6602
Chris cell – 386 307 2560
Dan – 407 840 4046/386 216 7496

Let me know and thank you!

Elsa

From: Williams, Elisa
Sent: Wednesday, April 5, 2023 5:07 PM
Subject: Reclaim Water Main break - McCulloch Rd.

All,

Good afternoon. We have an un-authorized reclaim water discharge of 1.6 million gallons @ 14001 McCulloch Rd. We isolated the break, collected samples, and collecting information to start the repair. Affected the stormwater system directly to the west. Incident has been reported to State Watch Office and FDEP.

Let me know if you have any questions/concerns.

Thank you,

Elisa Williams
Utilities Operations Division Manager
Water Operations Manager

Environmental Services | Utilities Operations
O: (407) 665-2759 | F: (407) 655-2750
3304 Dike Road
Winter Park, FL 32792
ewilliams02@seminolecountyfl.gov
www.seminolecountyfl.gov



Elisa Williams
Utilities Operations Division Manager
Water Operations Manager
Environmental Services | Utilities Operations
O: (407) 665-2759 | F: (407) 655-2750
3304 Dike Road
Winter Park, FL 32792
ewilliams02@seminolecountyfl.gov
www.seminolecountyfl.gov

****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION
EMERGENCY PURCHASE DATA SHEET

Date Requested: 4/11/2023 Requisition No.: _____

Requestor: Dan Heacock Telephone/Ext.: 407-665-2733

Department/Division: Environmental Services Utility Operations

Describe the Emergency 24 Inch ductile iron reclaim pipe along McCulloch Rd. has blown out along the roadway. The blow out is beyond the scope or abiliy of the operations team to repair and requires the use of outside assistance.

Does the emergency fit the definition as described in Section 220.4? Yes X No _____

Describe the harm / impact of the emergency: We have managed to isolate the uncontrolled leak by completely shutting down the use of reclaim water to the majority of our Oviedo customers.

Companies contacted and their quotes:

Company: Kiewit Water Facitities FL. CO. Contact/Phone: Mike Rood 559-326-8850 Cost: $ 535,000.00

Company: _____ Contact/Phone: _____ Cost: $ _____

Company: _____ Contact/Phone: _____ Cost: $ _____

Approval from the Department Requesting Emergency:

Requesting Division Manager Signature: Elisa Williams

Requesting Department Director Signature: _____ 4/12/2023

Purchasing and Contracts Division Approval:

Purchasing Review and Approval: _____ Date: 4/14/2023

Purchase Order No.: _____ Amount of Purchase: $ _____

ORDER NUMBER: 52964

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	04/18/2023
REQUISITION	68600 - OR
REQUESTOR	Rivera, Yari
VENDOR #	401265
ANALYST	GREEN, MARIA

SHIP TO
ENVIRONMENTAL SERVICES/UTILITIES
500 W. LAKE MARY BLVD
SANFORD FL 32773

VENDOR
DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

EMERGENCY PURCHASE ORDER

MAILED

APR 21 2023

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	Yari Rivera 407 665-2150

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA	MISCELLANEOUS REPAIRS-CIP-EPO PUMP STATION NE018 Please reference proposal dated 3/29/2023. MAG 02308029.530460	0.00	115,000.00

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**115,000.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

Tammy Roberts

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

ORDER NUMBER: 52964

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	04/18/2023
REQUISITION	68600 - OR
REQUESTOR	Rivera, Yari
VENDOR #	401265
ANALYST	GREEN, MARIA

SHIP TO
ENVIRONMENTAL SERVICES/UTILITIES
500 W. LAKE MARY BLVD
SANFORD FL 32773

EMAILED
APR 18 2023

VENDOR
DANUS UTILITIES INC
3725 DELPHINI PARK LANE
SANFORD FL 32771

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	Yari Rivera 407 665-2150

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA	MISCELLANEOUS REPAIRS-CIP-EPO PUMP STATION NE018 Please reference proposal dated 3/29/2023. MAG 02308029.530460	0.00	115,000.00

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**115,000.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

Tammy Roberts

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

Purchase Requisition

PURCHASING AND CONTRACTS DIVISION

SEMINOLE COUNTY GOVERNMENT

1301 EAST SECOND STREET

SANFORD, FL 32771-1468

OFFICE (407) 665-7116

FAX (407) 665-7956

4/18/2023

Page - 1

Order Number 68600 000 OR

Shipped From DANUS UTILITIES INC
3725 DELPHINI PARK LANE
SANFORD FL 32771

Branch Plant 087802

Vendor No 401265

Ship To 211358

Delivery: 52964

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No
1.000	0	MISCELLANEOUS REPAIRS-CIP		EA	.0000	115,000.00	
EPO PUMP STATION NE018						02308029.530460	
4609999905							
						115,000.00	*** Total Or

Purchasing Agent: _____

DANUS UTILITIES

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 894-0068

State License # CUC 1224744

3/29/23

Danus utilities

Seminole County

LS NE018

Pay Item No	Description	Unit	Est. Qty	Unit Price	Extended Cost
	General				
1	Mobilization	Each	1	$2,000.00	$2,000.00
2	Bypass Pumping	Days	15	$500.00	$7,500.00
	Removal of Existing Components				
3	Removal and return of existing submersible pumps. Removal and disposal of existing base elbow, and guide rails. Removal and disposal of existing discharge pipe, from base elbow up to check valves. Removal and disposals of existing check valves.	Each	1	$15,000.00	$15,000.00
	Installation of New and Stored Existing Components				
4	Reconstruct filets and leveling course. Preparation and application of new high build epoxy wet well coating, Raven 405 or equivalent. Install new base elbows, base plates, guide rails. Install new 4"316SS SCH40 discharge piping, from base elbow up to in vault check valve, including SS bends. Install new 4" AWWA C508 swing check valves. Preparation and recoating of existing valve vault ductile iron pipes. Restorations to existing or better condition	Each	1	$32,000.00	$32,000.00
5	Install new submersible pumps	Each	1	$56,000.00	$56,000.00
6	Startup	Each	1	$2,500.00	$2,500.00
				Total	$115,000.00

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION
EMERGENCY PURCHASE DATA SHEET

Date Requested: 4/13/2023 Requisition No.: _____

Requestor: Matthew Clark, Senior Engineer Telephone/Ext.: x2118

Department/Division: Environmental Services/Utilities Engineering - On Behalf of Public Works/Facilities Management

Describe the Emergency: The County owned and maintained wastewater pump station NE018 "Five Points" is in immediate need or corrective maintenance. In its current condition, the pump station is in immediate risk of failure due to age and ware, and its failure will have immediate consequences to critical county facilities, as it serves a large portion of the Five Points Complex, including the John E. Polk Correctional Facility.

This pump station is a Facilities Maintenance asset, but Environmental Services has provided past assistance towards maintaining operations, and is assisting Facilities Management with project management of the proposed corrective maintenance.

Does the emergency fit the definition as described in Section 220.4? Yes X No _____

Describe the harm / impact of the emergency: Currently there are multiple points of failure at the station, any of which will cause the immediate loss of wastewater service to a large portion of the Five Points Complex. A loss of wastewater service could cause "sanitary sewer overflows" at the Complex, either out of manholes, the lift station, or within buildings. This could cause regulatory orders or fines, but more importantly health and environmental damages.

Companies contacted and their quotes:

Company: Danus Utilities Contact/Phone: Richard Cook / 352-989-0100 Cost: $ 115,000.00

Company: Central Florida Lift Stations (CFL) Contact/Phone: Scott Gingerich / 407-575-0893 Cost: $ 141,370.00

Company: L7 Construction, Inc Contact/Phone: Brian Bach / 321-972-9325 Cost: $ 345,227.00

Approval from the Department Requesting Emergency:

Requesting Division Manager Signature: _____ 4/17/2023

Requesting Department Director Signature: _____ 4/14/2023

Purchasing and Contracts Division Approval:

Purchasing Review and Approval: _____ Date: _____

Purchase Order No.: _____ Amount of Purchase: $ _____

March 30th, 2023

To: Kim Ornberg, PE
Director, Seminole County Environmental Services Department (SCESD)

From: Matthew Clark, PE, Engineer, SCESD

CC: William "Johnny" Edwards, PE, Deputy Director, SCESD
William K. White, PE, Utility Engineering Division Manager, SCESD
Elisa Williams, Utility Operations Division Manager, SCESD
Paul Zimmerman, PE, Chief Engineer, SCESD

RE: NE018 Five Points Lift Station – Summary of Quotes and Recommendations

BACKGROUND

The Utility Engineering Division (UE), was tasked by Department leadership to evaluate the "NE018 Five Points" lift station for immediate, short term, renewal and replacement work. NE018 is a County-owned lift station for which Facilities Maintenance (FM) required assistance from Environmental Services (ES) to help manage immediate repairs. Due to the unique responsibility of this lift station, the facilities it serves, the immediate need for services, and UE's experience in such projects, this transmittal has been drafted to summarize the quotes received, and recommended paths forward.

QUOTES

Prior to reaching out to vendors, UE approached Purchasing and Contracts Division (PC) with the proposed route of utilizing one of four preselected South Seminole North Orange County Wastewater Transmission Authority (SSNOCWTA) contractors (RFQ-2020-001, previously transmitted), in a "piggyback" contract fashion. SSNOCWTA holds a unique relationship with the County, as a member of its Board, and since it is tasked under agreement with the maintenance of selected portions of the Authorities system. Therefor the County has great insight in the performance of the Authority's vendors, including those in the proposed piggy-back contract. PC requested that UE attempt to collect at Quotes from all identified contractors.

All four RFQ-2020-001 vendors were contacted for Quotes with a standardized list of needs early March 2023. The standardized list's purpose was to ensure accurate Quotes from all vendors, since a schedule of values is lacking in the current SSNOCWTA RFQ-2020-001 contract. Of the four vendors, three responded with Quotes, the fourth declining to submit a Quote due to current workload. The table below summarizes received Quotes:

Vendor	Quote Total Amount
Central Florida Lift Stations (CFL)	$141,370.00
Danus Utilities	**$115,000.00**
L7 Construction, Inc	$345,227.00
Prime Construction Group	No Quote

RECOMMENDATIONS

It is recommended that FM immediately contact Danus Utilities and work with PC to issue an emergency PO. FM should reserve funds in excess, or could reallocate funds, in the event unforeseen complications require changes to the work. A recommended level of funding should be in excess of 15% of the selected Quote.

UE is available to further assist procurement if needed, and to provide oversight of the services. UE also recommends:

- Addressing medium term renewals and replacements at NE018 to ensure the station continues reliable and safe operation until the planned Five Points complex improvements. UE is able to provide assistance towards this.
- Entering a continuing services contract for lift station inspection, maintenance, and repair services. Searches found a sufficient contract available for piggy-back but UE can also prepare a scope of services for FM to solicit if desired.

ATTACHMENTS

- Quotes, “no-quote” Responses
- Vendor Contacts and Communications

Quote – Danus Utilities
Recommended Vendor

DANUS UTILITIES

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 894-0068
State License # CUC 1224744

3/29/23

Danus utilities

Seminole County

LS NE018

Pay Item No	Description	Unit	Est. Qty	Unit Price	Extended Cost
	General				
1	Mobilization	Each	1	$2,000.00	$2,000.00
2	Bypass Pumping	Days	15	$500.00	$7,500.00
	Removal of Existing Components				
3	Removal and return of existing submersible pumps. Removal and disposal of existing base elbow, and guide rails. Removal and disposal of existing discharge pipe, from base elbow up to check valves. Removal and disposals of existing check valves.	Each	1	$15,000.00	$15,000.00
	Installation of New and Stored Existing Components				
4	Reconstruct filets and leveling course. Preparation and application of new high build epoxy wet well coating, Raven 405 or equivalent. Install new base elbows, base plates, guide rails. Install new 4"316SS SCH40 discharge piping, from base elbow up to in vault check valve, including SS bends. Install new 4" AWWA C508 swing check valves. Preparation and recoating of existing valve vault ductile iron pipes. Restorations to existing or better condition	Each	1	$32,000.00	$32,000.00
5	Install new submersible pumps	Each	1	$56,000.00	$56,000.00
6	Startup	Each	1	$2,500.00	$2,500.00
				Total	$115,000.00

Quote – Central Florida Lift Stations (CFL)

CENTRAL FLORIDA LIFTSTATIONS

CUC1225283
P.O. Box 740179
Orange City, FL 32774-0179
Phone: 407-575-0893
Fax: 386-774-0010

March 28, 2023

Matthew Clark P.E.
Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

Re: NEO 18, Seminole County

Dear Matthew Clark, P.E.,

We are pleased to provide this PROPOSAL for the Central Florida Liftstations, Inc. SCOPE OF WORK, for the project stated above. We propose to furnish and install all necessary materials, labor and equipment for the completion of the installation of lift station for this project. All labor and materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications submitted, and completed in a substantial workman-like manner. Proposal is based on providing merit shop craftsmen working a 40-hour work week, Monday through Friday between the hours of 8:00 AM to 4:00 PM.

SCOPE OF WORK

Central Florida Liftstations, Inc. proposes to complete the following scope of work:

-Job bid per plans and specifications provided to us by your office and as they pertain to this scope of work.

- In the event of a conflict or ambiguity between the plans, specifications or other documents relating to Central Florida Liftstations' obligations under this proposal, this proposal shall take precedence and be controlling, as follows:

- Remove existing components:
  - Remove and return submersible pumps.
  - Remove and dispose of base elbows and guide rails.
  - Remove and dispose of discharge piping from base elbow to check valves.
  - Remove and dispose of check valves.
- To furnish and install:
  - Fillet and leveling course as needed.
  - Raven 405 coating on walls, floor and fillet.
  - (2) new Flygt base elbows, base plates and SS guide rails.
  - (2) new 316SS SCH40 risers from base elbow to check valve.

    - (2) new flanged check valves.
    - (2) new Flygt pumps.
    - Remove rust and paint remaining ductile iron piping in valve box.
- Provide top slab layout drawings for wet well.
- Core all holes for piping discharge and electrical conduit in field.

PRICE FOR THIS WORK PER SPECIFICATIONS ……

ITEM 1 (MOB): $ 5,920.00
ITEM 2 (BYPASS): $ 22,275.00
ITEM 3 (DEMO): $ 13,000.00
ITEM 4 (INSTALLATION): $ 47,175.00
ITEM 5 (PUMP PACKAGE): $56,500.00
ITEM 6 (STARTUP): $ 2,500.00
TOTAL: $ 141,370.00

Estimated time of material, based on date of order and approved submittals:
Mechanical: 12-16 weeks
Pumps: TBD

Any changes may affect pricing.
Additional work will be billed separately.
Full payment will be due upon completion.
One startup trip.

CLARIFICATIONS & EXCLUSIONS

Items that are not show on plans and are not included in this proposal
Generator, Emergency Bypass Pump, Odor Control unit

Items Excluded From This Proposal

1. Water, Water Meters, Water Fees, water service and connection to force main.
2. Pumps, panel, RTU, rock, fence & driveway.
3. Payment Bond & Material and Labor Performance Bond are not included.
4. No well pointing, sheet piling, dig boxes or dewatering.

We trust that you will find this proposal to be both attractive and responsive to your needs. If you should have any questions or comments please contact myself at (407) 575-0893 or email me at Scott@CFLiftstations.com.

Respectfully yours,

Scott Gingerich
Central Florida Liftstations, Inc.

ACCEPTANCE

This Proposal is in effect for 90 days from the date noted above. We reserve the right to resubmit, amend and or withdraw this proposal based upon our review of the final working construction drawings.

To authorize the work, please sign below and return the signed copy to us. When authorized, we will begin work as soon as weather and previous commitments permit, and/or when a mutually acceptable time is established.

Acceptance of this proposal indicates the costs stated in this proposal, specifications, and conditions are satisfactory and are hereby accepted. Payment will be per terms listed above.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

Authorized Signature: _____ Date: _____

Pay Item No	Description	Unit	Est. Qty	Unit Price	Extended Cost
	General				
1	Mobilization	Each	1	5,920.00	5,920.00
2	Bypass Pumping	Days	15	1,485.00	22,275.00
	Removal of Existing Components				
3	Removal and return of existing submersible pumps. Removal and disposal of existing base elbow, and guide rails. Removal and disposal of existing discharge pipe, from base elbow up to check valves. Removal and disposals of existing check valves.	Each	1	13,000.00	13,000.00
	Installation of New and Stored Existing Components				
4	Reconstruct filets and leveling course. Preparation and application of new high build epoxy wet well coating, Raven 405 or equivalent. Install new base elbows, base plates, guide rails. Install new 4"316SS SCH40 discharge piping, from base elbow up to in vault check valve, including SS bends. Install new 4" AWWA C508 swing check valves. Preparation and recoating of existing valve vault ductile iron pipes. Restorations to existing or better condition.	Each	1	41,175.00	41,175.00
5	Install new submersible pumps	Each	1	56,500.00	56,500.00
6	Startup	Each	1	2,500.00	2,500.00
				Total	141,370.00

Quote – L7 Construction, Inc

LT Construction, Inc

Pay Item No	Description	Unit	Est. Qty	Unit Price	Extended Cost
	General				
1	Mobilization	Each	1	34,227	34,227
2	Bypass Pumping	Days	15	3,200	48,000
	Removal of Existing Components				
3	Removal and return of existing submersible pumps. Removal and disposal of existing base elbow, and guide rails. Removal and disposal of existing discharge pipe, from base elbow up to check valves. Removal and disposals of existing check valves.	Each	1	18,000	18,000
	Installation of New and Stored Existing Components				
4	Reconstruct filets and leveling course. Preparation and application of new high build epoxy wet well coating, Raven 405 or equivalent. Install new base elbows, base plates, guide rails. Install new 4"316SS SCH40 discharge piping, from base elbow up to in vault check valve, including SS bends. Install new 4" AWWA C508 swing check valves. Preparation and recoating of existing valve vault ductile iron pipes. Restorations to existing or better condition.	Each	1	117,000	117,000
5	Install new submersible pumps	Each	1	127,000	127,000
6	Startup	Each	1	1,000	1,000
				Total	345,227

Lead Time to get Materials - TBD

No Quote – Prime Construction Group

Clark, Matthew

From: Mark A. Allen <mallen@primeconstructiongroup.com>
Sent: Tuesday, March 21, 2023 13:42
To: Clark, Matthew
Cc: Ramsudh, Rose
Subject: RE: Additional Photos: Repair needs - Piggyback of SSNOCWTA RFP-2020-001

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Services Security Team or contact 311Support at CSDSupport@seminole

Matt I spoke with Chase, I will not be able to get you a price for this work.

I've been assigned to other things right now.

Thank you

From: Clark, Matthew <mclark02@seminolecountyfl.gov>
Sent: Tuesday, March 14, 2023 3:00 PM
Cc: Ramsudh, Rose <RRamsudh@seminolecountyfl.gov>
Subject: Additional Photos: Repair needs - Piggyback of SSNOCWTA RFP-2020-001

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see additional photos attached to aid in your proposal.

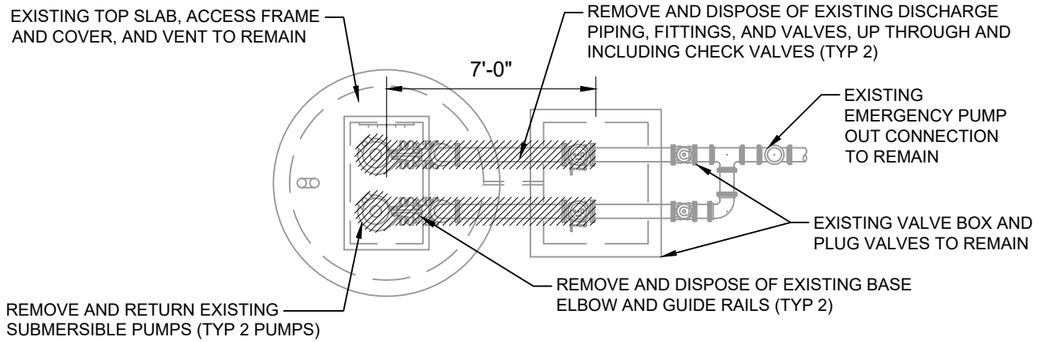
Matthew Clark, P.E.
Engineer
Environmental Services Department | Utility Engineering

O: (407) 665-2118 | C: (407) 618-3158
500 W Lake Mary Blvd
Sanford, FL 32773
mclark02@seminolecountyfl.gov
www.seminolecountyfl.gov

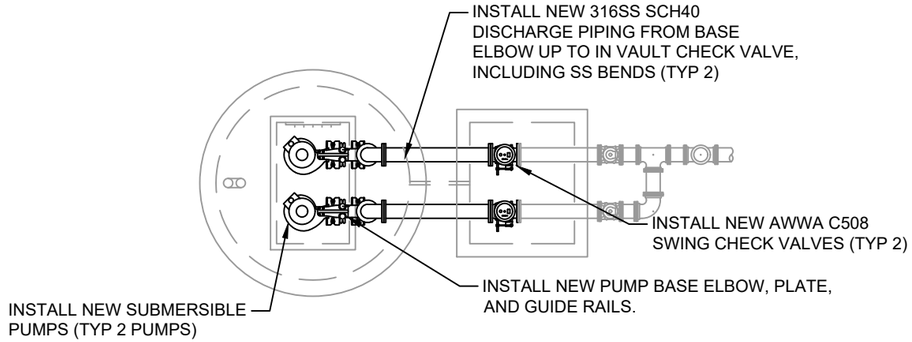
****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

Scope of Services

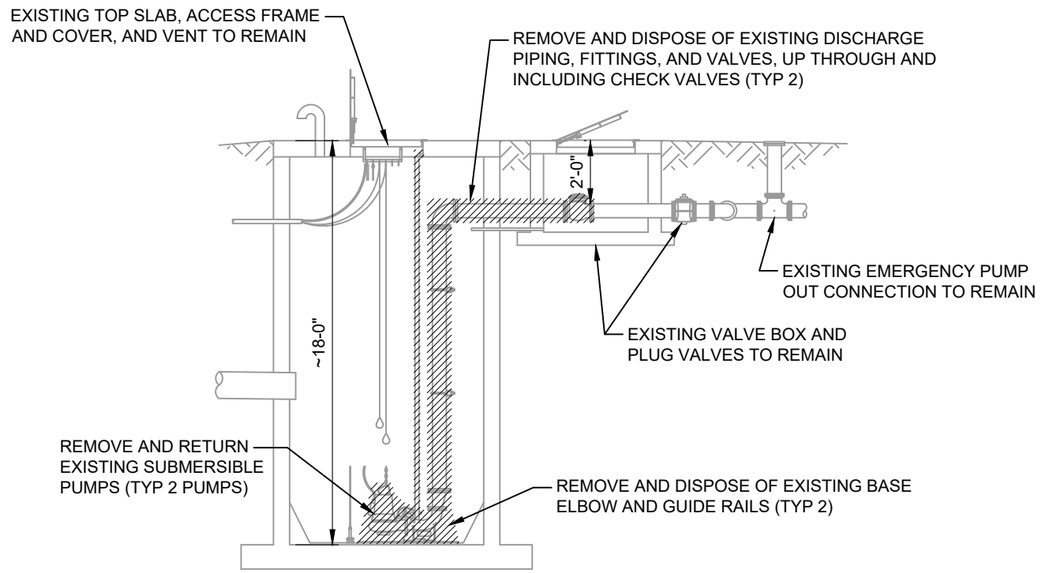
500 WEST LAKE MARY BOULEVARD • SANFORD FL 32773-7441 • TELEPHONE (407) 665-2000 • FAX (407) 665-2019
www.seminolecountyfl.gov



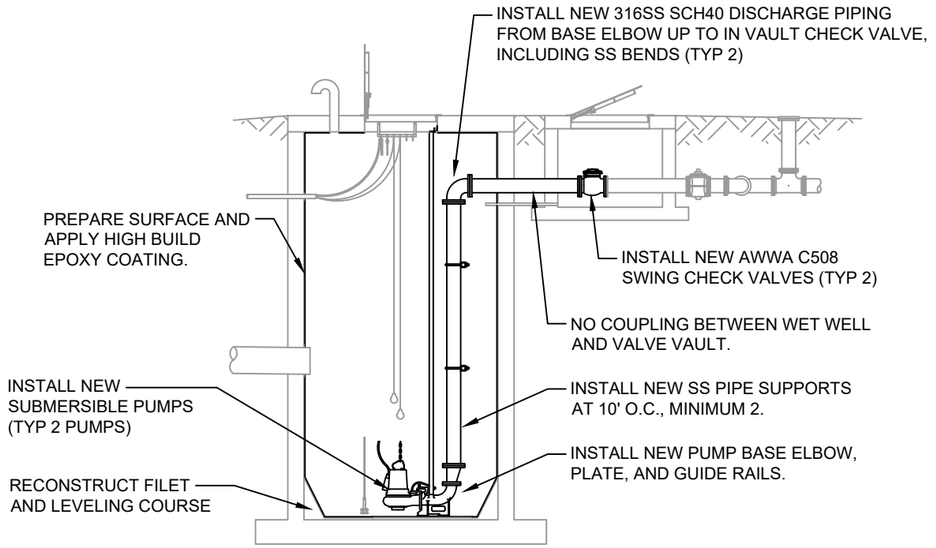
PLAN - REMOVAL



PLAN - INSTALLATION



SECTION - REMOVAL



SECTION - INSTALLATION

REMOVAL NOTES
1. PLAN VIEW AND SECTION CONFIGURATION MAY DIFFER AND ARE PROVIDED AS ILLUSTRATION OF WORK. CONTRACTOR TO VERIFY FIELD CONDITIONS.
2. VERIFY EXISTING ISOLATION VALVE OPERATION BEFORE STARTING WORK. PROVIDE TEMPORARY BYPASS PUMPING OF WASTEWATER FLOW. DUE TO THE NATURE OF THIS LIFT STATION, PROVIDE CONTINGENCY PLAN IN THE EVENT BYPASS PUMPING IS INTERRUPTED.
3. CAREFULLY REMOVED INDICATED ITEMS AND REPAIR/PATCH ANY DAMAGED CONCRETE.
4. RETURN ANY SALVAGED EQUIPMENT AT LOCATION DIRECTED BY COUNTY.

INSTALLATION NOTES
1. PLAN VIEW AND SECTION CONFIGURATION MAY DIFFER AND ARE PROVIDED AS ILLUSTRATION OF WORK. CONTRACTOR TO VERIFY FIELD CONDITIONS.
2. REINSTALL ALL INCIDENTALS NOT EXPLICITLY IDENTIFIED BUT WHICH WERE REQUIRED TO COMPLETE THE WORK.
3. REFERENCE ADDITIONAL SHEETS FOR DETAILS AND PHOTOS.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY ENVIRONMENTAL SERVICES UTILITIES ENGINEERING DIVISION

500 West Lake Mary Blvd, Sanford, FL 32773-7441
T: (407) 665-2000 F: (407) 665-2019
www.seminolecountyfl.gov

Designed By:	MRC
Drawn By:	MRC
Date:	3/10/23
Project ID:	TBD
Scale:	NTS

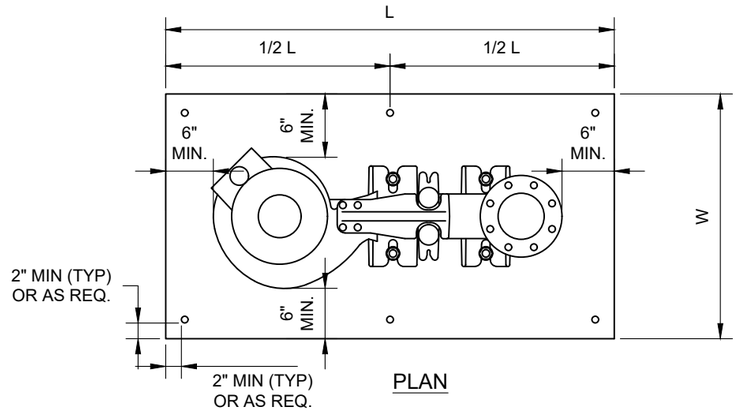
REMOVAL AND REPLACEMENT

NE018 FIVE POINTS LIFT STATION, SEMINOLE COUNTY

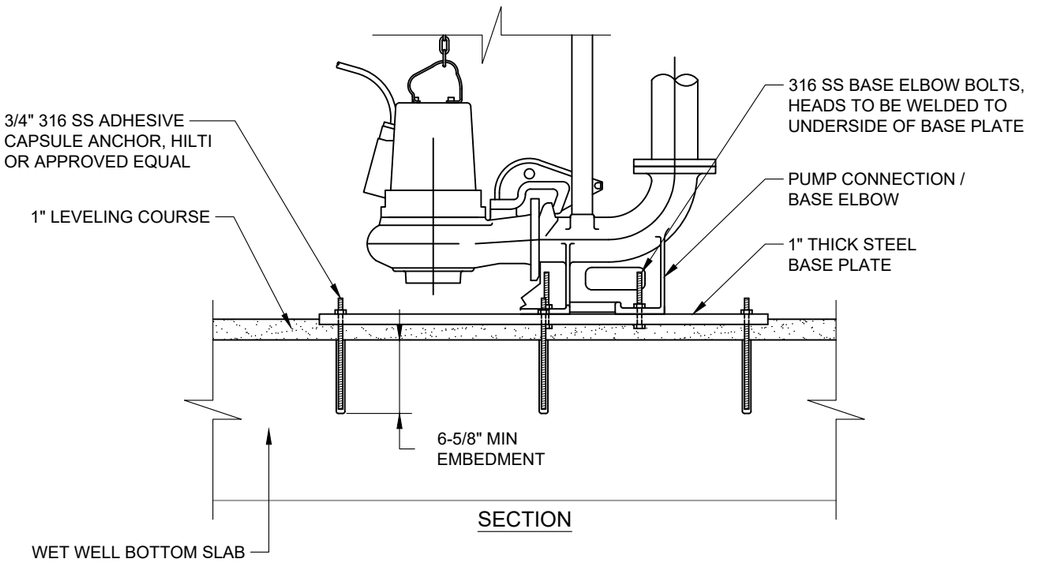
FIGURE NO.

01

FIG1 - REMOVE AND REPLACE.dwg 3/10/2023 5:24 PM Clark, Matthew_SCES.stb



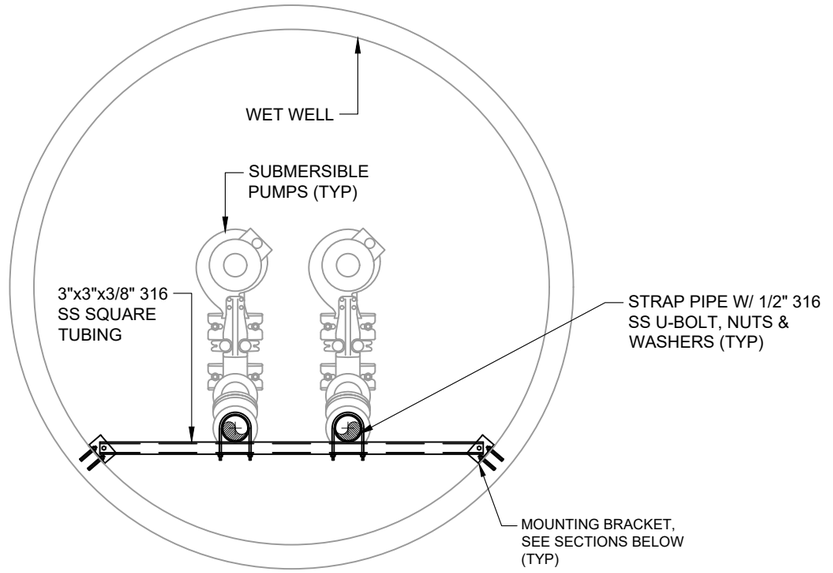
PLAN



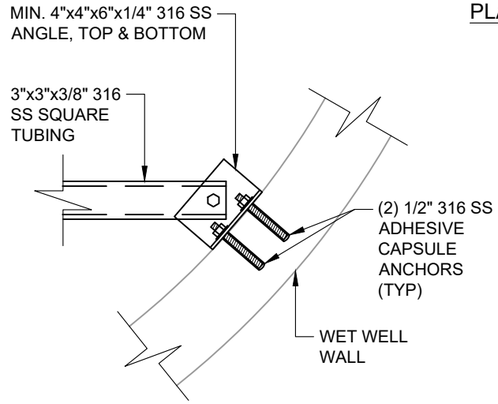
SECTION

NOTES:
1. PLATE ANCHORS TO BE 3/4" DIAMETER, CONSTRUCTED OF TYPE 316 SS (H.A.S. ROD) W/ "HVA" ADHESIVE CAPSULE PROVIDING AN EMBEDMENT DEPTH OF 6-5/8" MINIMUM, HILTI OR APPROVED EQUAL. NO EXPANSION ANCHORS ALLOWED
2. PLATE SIZE 6" LARGER THAN BASE ELBOW AND PUMP VOLUTE, TYPICAL ALL DIRECTIONS
3. BASE ELBOW BOLTS AND STUDS TO BE TYPE 316 SS
4. BASE ELBOW BOLT HEADS SHALL BE WELDED TO THE UNDERSIDE OF THE STEEL PLATE.

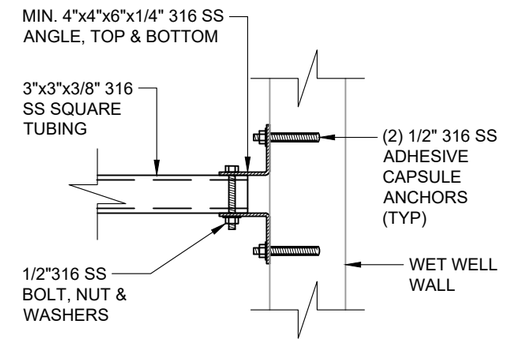
SUBMERSIBLE PUMP PLATE



PLAN



HORIZONTAL SECTION



VERTICAL SECTION

NOTES:
1. ALL PIPE WITHIN THE WET WELL SHALL BE SUPPORTED AT A MINIMUM OF 10' INTERVALS, AT LEAST ONE BRACE AT THE TOP OF THE WET WELL AND ONE DIRECTLY ABOVE THE HIGH WATER LEVEL, OR AS RECOMMENDED BY THE PIPE MANUFACTURER.

DISCHARGE PIPE MOUNTING

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
UTILITIES ENGINEERING DIVISION

500 West Lake Mary Blvd, Sanford, FL 32773-7441
T: (407) 665-2000 F: (407) 665-2019
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Designed By:	MRC
Drawn By:	MRC
Date:	3/10/23
Project ID:	TBD
Scale:	NTS

DETAILS

NE018 FIVE POINTS LIFT STATION, SEMINOLE COUNTY

FIGURE NO.

02

FIG1 - REMOVE AND REPLACE.dwg 3/10/2023 5:24 PM Clark, Matthew_SCES.stb



PUMP STATION SITE



WET WELL INTERIOR



VALVE VAULT INTERIOR



ADJACENT GRINDER PIT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
UTILITIES ENGINEERING DIVISION

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www.seminolecountyfl.gov

Designed By:	MRC
Drawn By:	MRC
Date:	3/10/23
Project ID:	TBD
Scale:	NTS

SITE PHOTOS

NE018 FIVE POINTS LIFT STATION, SEMINOLE COUNTY

FIGURE NO.

03

FIG1 - REMOVE AND REPLACE.dwg 3/10/2023 5:24 PM Clark, Matthew_SCES.stb

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Pipe	PVC Pipe	**Push on Joint C900 PVC Pipe - 4" to 24" Minimum DR18, Minimum DR14 for Fire Lines, Minimum DR21/DR25 for 30" and greater.**							
			Diamond Plastics Corp		Diamond C900	Blue	Diamond C900	Purple	Diamond C900	Green
			JM Eagle		Blue Brute C900	Blue	Blue Brute C900	Purple	Blue Brute C900	Green
			National Pipe & Plastics Inc		Dura-Blue C900	Blue	Dura-Blue C900	Purple	Dura-Blue C900	Green
			North American Pipe Corp (NAPCO)		AWWA C900/IB	Blue	AWWA C900/IB	Purple	AWWA C900/IB	Green
			Restrained Joint Coupled C900 PVC Pipe - 4" to 24" Minimum DR18, Minimum DR14 for Fire Lines, Minimum DR21/DR25 for 30" and greater.							
			Certainteed		Certa-Lok C900/RJ	Blue, 4" to 12"	Certa-Lok C900/RJ	Purple, 4" to 12"		
		HDPE Pipe	**Butt Fused C906 HDPE Pipe - DR11 IPS, PE 3408/3608/4710**							
			Endot		PE 4710 DIPS	Black w/ Blue Stripes	PE 4710 DIPS	Black w/ Purple Stripes	PE 4710 DIPS	Black w/ Green Stripes
			JM Eagle		HDPE C906 DIPS	Black w/ Blue Stripes	HDPE C906 DIPS	Black w/ Purple Stripes	HDPE C906 DIPS	Black w/ Green Stripes
			Performance Pipe (Chevron)		DriscoPlex 4000	Black w/ Blue Stripes	DriscoPlex 4000	Black w/ Purple Stripes	DriscoPlex 4000	Black w/ Green Stripes
		DIP	**Push on Joint Pipe DIP, Unrestrained - 4" to 12" Class 350, 14" to 24" Class 250, 30" to 64" Class 200**							
			American		Fastite Joint Pipe	Cement Lined	Fastite Joint Pipe	Cement Lined	Fastite Joint Pipe	Protecto 401 Lined
			McWane Ductile		Tyton Joint Pipe	Cement Lined	Tyton Joint Pipe	Cement Lined	Tyton Joint Pipe	Protecto 401 Lined
			US Pipe		Tyton Joint Pipe	Cement Lined	Tyton Joint Pipe	Cement Lined	Tyton Joint Pipe	Protecto 401 Lined
			Push on Joint Pipe DIP, Integrated Restraint - 4" to 12" Class 350, 14" to 24" Class 250, 30" to 64" Class 200							
			American		Fast-Grip Gasket	Cement Lined	Fast-Grip	Cement Lined	Fast-Grip	Protecto 401 Lined
					Flex-Ring	Cement Lined	Flex-Ring	Cement Lined	Flex-Ring	Protecto 401 Lined
					Lok-Rink	Cement Lined	Lok-Rink	Cement Lined	Lok-Rink	Protecto 401 Lined
			McWane Ductile		Sure Stop 350 Gasket	Cement Lined	Sure Stop 350 Gasket	Cement Lined	Sure Stop 350 Gasket	Protecto 401 Lined
					Thrust-Lock	Cement Lined	Thrust-Lock	Cement Lined	Thrust-Lock	Protecto 401 Lined
					TR-Flex	Cement Lined	TR-Flex	Cement Lined	TR-Flex	Protecto 401 Lined
					Super-Lock	Cement Lined	Super-Lock	Cement Lined	Super-Lock	Protecto 401 Lined
			US Pipe		Field Lok 350 Gasket	Cement Lined	Field Lok 350 Gasket	Cement Lined	Field Lok 350 Gasket	Protecto 401 Lined
					TR-Flex	Cement Lined	TR-Flex	Cement Lined	TR-Flex	Protecto 401 Lined
					HP Lok	Cement Lined	HP Lok	Cement Lined	HP Lok	Protecto 401 Lined
			Mechanical Joint DIP - 4" to 12" Class 350, 14" to 24" Class 250, 30" to 64" Class 200							
			American		Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Protecto 401 Lined
			McWane Ductile		Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Protecto 401 Lined
			US Pipe		Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Cement Lined	Mechanical Joint Pipe	Protecto 401 Lined
			Flanged Joint DIP - 4" to 12" Class 350, 14" to 24" Class 250, 30" to 64" Class 200, w/ Shop Exterior Primer (Asphaltic Shop Coatings Shall be Removed Prior to Field Coating)							
			American		Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Protecto 401 Lined
			McWane Ductile		Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Protecto 401 Lined
			US Pipe		Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Cement Lined	Flanged Joint Pipe	Protecto 401 Lined
	Fittings	Ductile Iron Fittings	**Mechanical Joint Ductile Iron Fittings**							
			S.I.P.		MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Protecto 401 Lined
			Sigma		MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Protecto 401 Lined
			Star		MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Protecto 401 Lined
			Tyler Union		MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Cement/Epoxy Lined	MJ Fitting	Protecto 401 Lined

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Fittings	Ductile Iron Fittings	**Flanged Joint Ductile Iron Fittings, w/ Shop Exterior Primer or Fusion Bonded Epoxy (Asphaltic Shop Coatings Shall be Removed Prior to Field Coating)**							
			S.I.P.		Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Protecto 401 Lined
			Sigma		Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Protecto 401 Lined
			Star		Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Protecto 401 Lined
			Tyler Union		Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Cement/Epoxy Lined	Flanged Fitting	Protecto 401 Lined
	Restraints	C900 PVC Pipe Push on Joint Restraint	**4" to 14" C900 PVC Pipe Push on Joint Restraints**							
			EBAA Iron Inc.		1500	New or Existing Joint	1500	New or Existing Joint	1500	New or Existing Joint
			JCM		Sur-Grip 610	New Joint	Sur-Grip 610	New Joint	Sur-Grip 610	New Joint
			S.I.P.		EZPVCTP	New Joint	EZPVCTP	New Joint	EZPVCTP	New Joint
					PTPVC	Existing Joint	PTPVC	Existing Joint	PTPVC	Existing Joint
			Sigma		PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint
			Smith Blair		Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint
			Star		1100C	New & Existing Joint	1100C	New & Existing Joint	1100C	New & Existing Joint
			Tyler Union		TUFGrip 3000PP	New & Existing Joint	TUFGrip 3000PP	New & Existing Joint	TUFGrip 3000PP	New & Existing Joint
			14" and Larger C900 PVC Pipe Push on Joint Restraints							
			EBAA Iron Inc.		2800	New Joint	2800	New Joint	2800	New Joint
					1100HV	Existing Joint	1100HV	Existing Joint	1100HV	Existing Joint
			JCM		Sur-Grip Series 621	New & Existing Joint	Sur-Grip Series 621	New & Existing Joint	Sur-Grip Series 621	New & Existing Joint
			S.I.P.		EZPVCTP	New Joint	EZPVCTP	New Joint	EZPVCTP	New Joint
					PTPVC	Existing Joint	PTPVC	Existing Joint	PTPVC	Existing Joint
			Sigma		PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint
			Smith Blair		Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint
			Star		1100C	New & Existing Joint	1100C	New & Existing Joint	1100C	New & Existing Joint
			Tyler Union		TUFGrip 3000PP	New & Existing Joint	TUFGrip 3000PP	New & Existing Joint	TUFGrip 3000PP	New & Existing Joint
		C900 PVC Pipe Mechanical Joint Restraint	**C900 PVC Pipe Mechanical Joint Restraining Gland**							
			EBAA Iron Inc.		2000PV MEGALUG		2000PV MEGALUG		2000PV MEGALUG	
			S.I.P.		EZPVCNG		EZPVCNG		EZPVCNG	
			Sigma		ONE-LOK SLCE		ONE-LOK SLCE		ONE-LOK SLCE	
			Smith Blair		Cam-Lock 120		Cam-Lock 120		Cam-Lock 120	
			Star		PVC Stargrip 4000		PVC Stargrip 4000		PVC Stargrip 4000	
			Tyler Union		TUFGrip 2000 TLP		TUFGrip 2000 TLP		TUFGrip 2000 TLP	
		DIP Push on Joint Restraint	**4" to 12" DIP Push on Joint Restraints, (New 4" to 12" DIP can use Integrated Push On Joint Restraint Systems, see Pipe Section Above)**							
			EBAA Iron Inc.		1700	New Joint	1700	New Joint	1700	New Joint
					1100HD	Existing Joint	1100HD	Existing Joint	1100HD	Existing Joint
			JCM		Sur-Grip 610	New Joint	Sur-Grip 610	New Joint	Sur-Grip 610	New Joint
			S.I.P.		PTPDI	New & Existing Joint	PTPDI	New & Existing Joint	PTPDI	New & Existing Joint
			Smith Blair		Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint	Bell-Lock 165	New & Existing Joint
			Sigma		PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint	PV-LOK PWP	New & Existing Joint
			Star		Stargrip 3100P	New Joint	Stargrip 3100P	New Joint	Stargrip 3100P	New Joint
					Stargrip 3100S	Existing Joint	Stargrip 3100S	Existing Joint	Stargrip 3100S	Existing Joint

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Restraints	DIP Push on Joint Restraint	**14" and Larger DIP Push on Joint Restraints, (new 14" and Larger DIP shall use Integrated Push On Joint Restraint Systems, see Pipe Section Above)**							
			EBAA Iron Inc.		1100HD	Existing Joint	1100HD	Existing Joint	1100HD	Existing Joint
			S.I.P.		PTPDI	Existing Joint	PTPDI	Existing Joint	PTPDI	Existing Joint
			Sigma		ONE-LOK SSLDH	Existing Joint	ONE-LOK SSLDH	Existing Joint	ONE-LOK SSLDH	Existing Joint
			Smith Blair		Bell-Lock 165	Existing Joint	Bell-Lock 165	Existing Joint	Bell-Lock 165	Existing Joint
			Star		Stargrip 3100S	Existing Joint	Stargrip 3100S	Existing Joint	Stargrip 3100S	Existing Joint
		DIP Mechanical Joint Restraint	**DIP Mechanical Joint Restraining Gland**							
			EBAA Iron Inc.		1100 MEGALUG		1100 MEGALUG		1100 MEGALUG	
			S.I.P.		EZDP		EZDP		EZDP	
			Sigma		ONE-LOK D-SLDE		ONE-LOK D-SLDE		ONE-LOK D-SLDE	
			Smith Blair		Cam-Lock 111		Cam-Lock 111		Cam-Lock 111	
			Star		Stargrip 3000		Stargrip 3000		Stargrip 3000	
			Tyler Union		TUFGrip 1000 TLD		TUFGrip 1000 TLD		TUFGrip 1000 TLD	
	Restraints (cont.)	DIP Flange Coupling Adaptor	**DIP Flange Coupling Adaptor**							
			EBAA Iron Inc.		2100 MEGAFLANGE		2100 MEGAFLANGE		2100 MEGAFLANGE	
			JCM		Model #301		Model #301		Model #301	
			Smith Blair		Flange-Lock 911		Flange-Lock 911		Flange-Lock 911	
			Sigma		SIGMAFLANGE		SIGMAFLANGE		SIGMAFLANGE	
			Star		StarFlange 3200		StarFlange 3200		StarFlange 3200	
	Material Location	Locate Ball	**Self Leveling, High Density Polyethylene Shell, Color and Frequency Coded to Service (145.7 kHz for Water, 66.4 kHz for Reclaim, 121.6 kHz for Sewer)**							
			3M		1403-XR	Blue	1408-XR	Purple	1404-XR	Green
			Temco		OmniMarker II OM-08	Blue	OmniMarker II OM-01	Purple	OmniMarker II OM-06	Green
		Locate Tape	**Detectable Marking Tape, Color Coded to Service, Width per Main Size (4" wide tape for 4" to 12" Main, 6" Wide Tape for 14" and Larger Main)**							
			Pro-Line Safety Products		103131253	4 to 12" Main	103135173	4 to 12" Main	103133083	4 to 12" Main
					103141253	14" and Larger Main	103145173	14" and Larger Main	103143083	14" and Larger Main
		Locate Wire	**Min. #10 AWG, Min 45 mil. HDPE Jacket Insulation, Color to Service**							
			Copperhead		SoloShot 1045B-EHS	Direct Bury & HDD	SoloShot 1045P-EHS	Direct Bury & HDD	SoloShot 1045G-EHS	Direct Bury & HDD
			Performance Wire & Cable		Tracer Wire	Direct Bury	Tracer Wire	Direct Bury	Tracer Wire	Direct Bury
			Pro-Line Safety Products		HF-CSS 74443.02XX	Direct Bury	HF-CSS 74443.08XX	Direct Bury	HF-CSS 74443.05XX	Direct Bury
					HDD-CSS 74643.02XX	Direct Bury & HDD	HDD-CSS 74643.08XX	Direct Bury & HDD	HDD-CSS 74643.05XX	Direct Bury & HDD
		Locate Wire Terminal	**Waterproof, Corrosion Resistant, Pre-Filled Dielectric Silicone Sealant**							
			Copperhead		3WB-01		3WB-01		3WB-01	
			King Innovation		DryConn DB Lug Aqua		DryConn DB Lug Aqua		DryConn DB Lug Aqua	
	Casing Seals / Spacers	Casing Spacer	**14-gauge Type 304 Stainless Band, 0.090" thick PVC Liner, Min. 4 High Molecular Weight Polymer Plastic w/ Min. 1/2" Top Clearance, Centered & Restrained**							
			Advance Products & Systems		SSI8, SSI12		SSI8, SSI12		SSI8, SSI12	
			BWM Company		SS-8, SS-12		SS-8, SS-12		SS-8, SS-12	
			Cascade Water Works		CCS, CCS-ER, CCS-JR		CCS, CCS-ER, CCS-JR		CCS, CCS-ER, CCS-JR	
			CCI Pipeline Systems		CSS8, CSS12		CSS8, CSS12		CSS8, CSS12	
			Power Seal		4810		4810		4810	

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Casing Seals / Spacers	Casing Seals	**Chemical Resistant Rubber, Stainless Steel Bands**							
			Advance Products & Systems		AC		AC		AC	
			BWM Company		CCES		CCES		CCES	
			Cascade Water Works		PO		PO		PO	
			CCI Pipeline Systems		ESC		ESC		ESC	
	Valves	Gate Valves	**Resilient Wedge AWWA C515 or C509 Ductile Iron Body (For Shallow Installations or Valves 24" and larger, Horizontally Gate Valve w/ Bevel Gear Actuator & NPT Port to Permit Track Flushing)**							
			American Flow Control		2500 Series	MJ x MJ NRS	2500 Series	MJ x MJ NRS		
					2500 Series	FL x FL NRS	2500 Series	FL x FL NRS		
					2500 Series	FL x FL OS&Y				
			Clow		F-6100 Series	MJ x MJ NRS	F-6100 Series	MJ x MJ NRS		
					F-6102 Series	FL x FL NRS	F-6102 Series	FL x FL NRS		
					F-6136 Series	FL x FL OS&Y				
			Kennedy		7571 / 8571 Series	MJ x MJ NRS	7571 / 8571 Series	MJ x MJ NRS		
					7561 / 8561 Series	FL x FL NRS	7561 / 8561 Series	FL x FL NRS		
					7068A / 8068A Series	FL x FL OS&Y				
			Mueller		A-2361 / 2362 Series	MJ x MJ NRS	A-2361 / 2362 Series	MJ x MJ NRS		
					A-2361 / 2362 Series	FL x FL NRS	A-2361 /2362 Series	FL x FL NRS		
					R-2361 Series	FL x FL OS&Y				
		Check Valves	**AWWA C508 Ductile Iron Body, Resilient-to-Coated Seat, Resilient Hinge Arm, Full Waterway**							
			American Flow Control		2100 Series	FL x FL	2100 Series	FL x FL		
			Clow / Kennedy / M&H		Kenflex 506	FL x FL	Kenflex 506	FL x FL		
			Crispin		RF Series	FL x FL	RF Series	FL x FL		
			DeZURICK / APCO		CFR100 Series	FL x FL	CFR100 Series	FL x FL		
			Pratt		RD Series	FL x FL	RD Series	FL x FL		
			Val-matic		Swing-Flex	FL x FL	Swing-Flex	FL x FL		
		Plug Valves	**Eccentric, Ballcentric or Full Port, Cast or Ductile Iron, 6" and Larger w/ Buried Service Rated Gear Actuators (Eccentric or Ballcentric Min. Port Area: 4" to 20" Min 80% , 24" and Greater Min 70%)**							
			Crispin						K-FLO 706/806 Series	MJ x MJ
									K-FLO 704/804 Series	FL x FL
			Clow						F-5413 Series	MJ x MJ
									F-5412 Series	FL x FL
			DeZURICK						PEC/PEF Series	MJ x MJ, FL x FL
			M&H						1820 Series	MJ x MJ, FL x FL
			Pratt / Milliken						Ballcentric 600/620 Ser.	MJ x MJ
									Ballcentric 601/611 Ser.	FL x FL
			Val-matic						Camcentric 5900 Series	MJ x MJ
									Camcentric 5800 Series	FL x FL
	BFP	DDCVA	**UL Classified \ FM Approved, w/ OS & Y Valves & Freeze Relief Valve**							
			Zurn		350DA / 350 ADA					
	Valve Boxes	Valve Box	**5-1/4" Two Piece Standard Heavy Duty Cast Iron w/ Service Cast Into Lid, Heavy Duty H20 Traffic Rated, Paved Areas to Utilize Locking Lids**							
			Bingham &Taylor Foundry		4905 Series	Box	4905 Series	Box	4905 Series	Box
					4905-X	Extension	4905-X	Extension	4905-X	Extension
					4904-L	Locking Lid	4904-L	Locking Lid	4904-L	Locking Lid

Cat.	Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
				Model	Note	Model	Note	Model	Note
Pressure System Materials	Valve Boxes								
	Valve Box	Sigma		VB-26 Series	Box	VB-26 Series	Box	VB-26 Series	Box
				VB-6302	Extension	VB-6302	Extension	VB-6302	Extension
				VB-4650W	Locking Lid		Locking Lid	VB-4650S	Locking Lid
		Star		VB-0002 Series	Box	VB-0002 Series	Box	VB-0002 Series	Box
				VBEX12~24S	Extension	VBEX12~24S	Extension	VBEX12~24S	Extension
				VBLIDLOCK	Locking Lid		Locking Lid	VBLIDLOCKS	Locking Lid
		Tyler Union		6850 Series	Box	6850 Series	Box	6850 Series	Box
				58, 59, 60	Extension	58, 59, 60	Extension	58, 59, 60	Extension
				Lock Lid	Locking Lid		Locking Lid		Locking Lid
	Centering Ring								
		EJ Prescott		45158		45158		45158	
		Trumbull Manufacturing		367-485X Series		367-485X Series		367-485X Series	
	Debris Shield	**Insertable Valve Box Debris Shield, w/ Locking Device Where Specified**							
		SW Services		DC 455	Debris Shield	DC 455	Debris Shield	DC 455	Debris Shield
				LD-4	Locking Device	LD-4	Locking Device	LD-4	Locking Device
		Trumbull Manufacturing		367-4915	Debris Shield	367-4915	Debris Shield	367-4915	Debris Shield
	Tapping Sleeves and Valves								
	Tapping Sleeve	**AWWA C223, MSS SP-60 & SP-124, Type 304 SS Full Body Wrap**							
		Ford		FTSS	4" to 12" Outlet	FTSS	4" to 12" Outlet	FTSS	4" to 12" Outlet
				FTSS	14" & Larger Outlet	FTSS	14" & Larger Outlet	FTSS	14" & Larger Outlet
		JCM		432	4" to 12" Outlet	432	4" to 12" Outlet	432	4" to 12" Outlet
				452	14" & Larger Outlet	452	14" & Larger Outlet	452	14" & Larger Outlet
		Romac		SST III	4" to 12" Outlet	SST III	4" to 12" Outlet	SST III	4" to 12" Outlet
				SSt 420	14" & Larger Outlet	SSt 420	14" & Larger Outlet	SSt 420	14" & Larger Outlet
		Smith Blair		663	4" to 12" Outlet	663	4" to 12" Outlet	663	4" to 12" Outlet
					14" & Larger Outlet		14" & Larger Outlet		14" & Larger Outlet
	Tapping Valve	**Resilient Wedge AWWA C515 or C509 Ductile Iron Body, MSS SP-60 (Bevel Gear Actuator shall be used in shallow installations or for valves 24" and larger)**							
		American Flow Control		2500 Series		2500 Series		2500 Series	
		Clow		F-6114 Series		F-6114 Series		F-6114 Series	
		Kennedy		7950 Series		7950 Series		7950 Series	
		Mueller		T-2361 / 2362 Series		T-2361 / 2362 Series		T-2361 / 2362 Series	
	Air Valves								
	Combo Air Valves	**Combination Air Valves, Body Shall be Full Type 316 Stainless Steel, Min. 2" Shall be NPT Connection, Larger Than 2" Valves Shall be Flanged Connection**							
		A.R.I.		D-040 ST ST		D-040 ST ST		D-020 SST, D-026	Type 316 SS
		Crispin		UL Series		UL Series		UX Series	Type 316 SS
		Vent-O-Mat		RBX Series		RBX Series		RGX Series	Type 316 SS
	Vault Frame & Cover	**Heavy Duty H20 Traffic Rated, For Wastewater Applications Frame and Cover Shall be Non-Corrosive Composite**							
		GMI Composites		3800 Series	Composite	3800 Series	Composite	3800 Series	Composite
		US Foundry		USF-766-HH-HJ	Iron	USF-766-HH-HJ	Iron		
	Above Grade Enclosur	**Polyethylene Enclosure, Vented, with Tamper Proof Locking Device, Colored to Service**							
		HydroGuard		SGE142435CHABL	Blue	SGE142435CHAPR	Purple	SGE142435CHALG	Green
		Water Plus		107-B		107-P		107-G	Green

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Fire Hydrants	Fire Hydrant	**AWWA C502, UL Listed, FM Approved Hydrant, Open Left, 5-1/4" Valve Opening, 1.5" Pentagon Op. Nut, NST Hose & Pumper Thread, Rotate 360 degrees, Drains Omitted or Plugged**							
			American Flow Control		B-84-B-5					
			Clow		Medallion F-2545					
			Kennedy		K81-D					
			M&H		129					
			Mueller		Super Centurion A423					
		Security Check Valve	**AWWA C508, 100% Unobstructed Flow Area**							
			American Flow Control		2100 Series					
			Clow / Kennedy / M&H		Patriot Series					
			Mueller		SA Series					
	Master Meters	Ultrasonic (Preferred)	**3"-10" Ultrasonic Meters, Direct Read Gallon Register, NSF 61 Marked & Certified, UL Listed & FM Approved, Encoder Adaptable**							
			Badger		E-Series G2	prewire w/ Nicor conn.	E-Series G2	prewire w/ Nicor conn.		
			Master Meter		Octave Series	prewire w/ Nicor conn.	Octave Series	prewire w/ Nicor conn.		
			Neptune		C&I Mach 10 Series	Fact. potted 3 wire cable	C&I Mach 10 Series	Fact. potted 3 wire cable		
		Turbine	**3" - 10" Turbine Meter, Direct Read Gallon Register, NSF 61 Marked & Certified, Exact Encoder Adaptable, Complete with Strainer - See Register / Encoder Below**							
			Badger		Recordall Turbo Series		Recordall Turbo Series			
			Neptune		HP Turbine Series		HP Turbine Series			
			Sensus		OMNI+ Turbo Series		OMNI Turbo Series			
		Compound	**3" - 8" Compound Meter, Direct Read Gallon Registers, NSF 61 Marked & Certified, Exact Encoder Adaptable, Complete with Strainer - See Register / Encoder Below**							
			Badger		Recordall Comp. Series		Recordall Comp. Series			
			Neptune		TRU/FLO Comp. Series		TRU/FLO Comp. Series			
			Sensus		OMNI + Comp. Series		OMNI + Comp. Series			
		Dual Fire Domestic	**4" - 10" Fire Service Meter Assembly for Dual Fire & Domestic Flow Usage, Direct Read Gallon Registers, NSF 61 Marked & Certified, UL Listed & FM Approved - See Register / Encoder Below**							
			Badger		Recordall Fire Series					
			Neptune		HP Protectus III Series					
			Sensus		OMNI + Fireline					
		Register / Encoder	**Register/Encoders for Non-Ultrasonic Meters Must be Pit Style, Orion AMR Compatible w/ Standard ASCII encoder output and prewired with Nicor connector where possible**							
			Badger		Recordall	prewire w/ Nicor conn.	Recordall	prewire w/ Nicor conn.		
			Master Meter		Octave Encoder Module	prewire w/ Nicor conn.	Octave Encoder Module	prewire w/ Nicor conn.		
			Neptune		E-CODER, ProCoder	Fact. potted 3 wire cable	E-CODER, ProCoder	Fact. potted 3 wire cable		
			Sensus		OMNI +	prewire w/ Nicor conn.	OMNI +	prewire w/ Nicor conn.		
		Mag	**Magnetic Flow Meter, Wastewater Force Main Applications Only, Complete with Transmitter**							
			Siemens						MAG 5100	Flow Meter
									MAG 5000	Transmitter
	Services	Service Saddles	**PVC/DI/AC pipe Service Saddles, Epoxy or nylon coated body, steel straps**							
			Ford		F202	1" CC, 1-1/2" & 2" IPT	F202	1" CC, 1-1/2" & 2" IPT		
			JCM		402	1" CC, 1-1/2" & 2" IPT	402	1" CC, 1-1/2" & 2" IPT		
			Mueller		DR 2 A	1" CC, 1-1/2" & 2" IPT	DR 2 A	1" CC, 1-1/2" & 2" IPT		
			Romac		202NU	1" CC, 1-1/2" & 2" IPT	202NU	1" CC, 1-1/2" & 2" IPT		
			Smith Blair		313	1" CC, 1-1/2" & 2" IPT	313	1" CC, 1-1/2" & 2" IPT		

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Services	Service Saddles	**HDPE pipe Service Saddles, Epoxy or nylon coated body, double Type-304 stainless steel bands**							
			Ford		FCP202	1" CC, 1-1/2" & 2" IPT	FCP202	1" CC, 1-1/2" & 2" IPT		
			Romac		202N-H	1" CC, 1-1/2" & 2" IPT	202N-H	1" CC, 1-1/2" & 2" IPT		
			Smith Blair		317 w/ Spring Washers	1" CC, 1-1/2" & 2" IPT	317 w/ Spring Washers	1" CC, 1-1/2" & 2" IPT		
		Corporation Stops	**1" AWWA taper CC threads x 1" Packed Joint CTS Ball Type Corporation Stops**							
			Ford		FB1000-4-NL	1" CC x 1" CTS	FBRW1000-4	1" CC x 1" CTS		
			AY McDonald		74701B-22	1" CC x 1" CTS	74701B-22-RW	1" CC x 1" CTS		
			Mueller		P-25008N	1" CC x 1" CTS	P-25008N-20	1" CC x 1" CTS		
			1-1/2" MIPT x 1-1/2" Packed Joint CTS Ball Type Corporation Stops							
			Ford		FB1100-6-NL	1-1/2"MIPT x 1-1/2" CTS	FBRW1100-6	1-1/2"MIPT x 1-1/2" CTS		
			AY McDonald		74704B-22	1-1/2"MIPT x 1-1/2" CTS	747041B-22-RW	1-1/2"MIPT x 1-1/2" CTS		
			Mueller		P-25028N	1-1/2"MIPT x 1-1/2" CTS	P-25028N-20	1-1/2"MIPT x 1-1/2" CTS		
			2" MIPT x 2" Packed Joint CTS Ball Type Corporation Stops							
			Ford		FB1100-7-NL	2" MIPT x 2" CTS	FBRW1100-7	2" MIPT x 2" CTS		
			AY McDonald		74704B-22	2" MIPT x 2" CTS	74704B-22-RW	2" MIPT x 2" CTS		
			Mueller		P-25028N	2" MIPT x 2" CTS	P-25028N-20	2" MIPT x 2" CTS		
		PE tubing	**Polyethylene tubing: 1", 1.5" & 2", 3", AWWA C901, UV protection, SDR-9, PE 3408 / PE 4710**							
			Endot		EndoPure Blue	Blue	Endot Lavender	Lavender	Endot Green	Green
			JM Eagle		Pure-Core	Blue	Pure-Core	Lavender	Pure-Core	Green
			Charter Plastics		Blue Ice	Blue	Lavender Ice	Lavender	Green Ice	Green
		Straight Curb Stops	**1" Packed Joint CTS x 5/8x3/4" Meter Swivel Nut Ball Type Straight Curb Stops**							
			Ford		B43-342W-NL	1" CST x 5/8X3/4" MSN	BRW43-342W	1" CST x 5/8X3/4" MSN		
			AY McDonald		76100MW-22-NL	1" CST x 5/8X3/4" MSN	76100MW-22-RWC	1" CST x 5/8X3/4" MSN		
			Mueller		P-24350N-1	1" CST x 5/8X3/4" MSN	P-24350N-1-20	1" CST x 5/8X3/4" MSN		
			1" Packed Joint CTS x 1" Meter Swivel Nut Ball Type Straight Curb Stops							
			Ford		B43-444W-NL	1" CST x 1" MSN	BRW43-444W	1" CST x 1" MSN		
			AY McDonald		76100MW-22-NL	1" CST x 1" MSN	76100MW-22-RWC	1" CST x 1" MSN		
			Mueller		P-24350N-1	1" CST x 1" MSN	P-24350N-1-20	1" CST x 1" MSN		
			1-1/2" Packed Joint CTS x 1-1/2" Meter Flange Ball Type Straight Curb Stops							
			Ford		BF43-666W-NL	1-1/2" CST x 1-1/2" MF	BFRW43-666W	1-1/2" CST x 1-1/2" MF		
			AY McDonald		76100MW-22-NL	1-1/2" CST x 1-1/2" MF	76100MW-22-RWC	1-1/2" CST x 1-1/2" MF		
			Mueller		P-24335N	1-1/2" CST x 1-1/2" MF	P-24335N-20	1-1/2" CST x 1-1/2" MF		
			2" Packed Joint CTS x 2" Meter Flange Ball Type Straight Curb Stops							
			Ford		BF43-777W-NL	2" CST x 2" MF	BFRW43-777W	2" CST x 2" MF		
			AY McDonald		76100MW-22-NL	2" CST x 2" MF	76100MW-22-RWC	2" CST x 2" MF		
			Mueller		P-24335N	2" CST x 2" MF	P-24335N-20	2" CST x 2" MF		
			3/4" FIPT x 5/8x3/4" Meter Swivel Nut Ball Type Straight Curb Stops							
			Ford		B13-332W-NL	3/4" FIPT x 5/8X3/4" MSN	BRW13-332W	3/4" FIPT x 5/8X3/4" MSN		
			AY McDonald		76101MW	3/4" FIPT x 5/8X3/4" MSN	76101MW-RWC	3/4" FIPT x 5/8X3/4" MSN		
			Mueller		B-24351N-1	3/4" FIPT x 5/8X3/4" MSN	B-24351N-1-20	3/4" FIPT x 5/8X3/4" MSN		

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Services	Straight Curb Stops	**1" FIPT x 1" Meter Swivel Nut Ball Type Straight Curb Stops**							
			Ford		B13-444W-NL	1" FIPT x 1" MSN	BRW13-444W	1" FIPT x 1" MSN		
			AY McDonald		76101MW	1" FIPT x 1" MSN	76101MW-RWC	1" FIPT x 1" MSN		
			Mueller		B-24351N-1	1" FIPT x 1" MSN	B-24351N-1-20	1" FIPT x 1" MSN		
		Angle Curb Stops	**1" Packed Joint CTS x 5/8x3/4" Meter Swivel Nut Ball Type Angle Curb Stops**							
			Ford		BA43-342W-NL	1" CTS x 5/8X3/4" MSN	BARW43-342W	1" CTS x 5/8X3/4" MSN		
			AY McDonald		74602B-22	1" CTS x 5/8X3/4" MSN	74602B-22-RWC	1" CTS x 5/8X3/4" MSN		
			Mueller		P-24258N-1	1" CTS x 5/8X3/4" MSN	P-24258N-1-20	1" CTS x 5/8X3/4" MSN		
			1" Packed Joint CTS x 1" Meter Swivel Nut Ball Type Angle Curb Stops							
			Ford		BA43-444W-NL	1" CTS x 1" MSN	BARW43-444W	1" CTS x 1" MSN		
			AY McDonald		74602B-22	1" CTS x 1" MSN	74602B-22-RWC	1" CTS x 1" MSN		
			Mueller		P-24258N-1	1" CTS x 1" MSN	P-24258N-1-20	1" CTS x 1" MSN		
			1-1/2" Packed Joint CTS x 1-1/2" Meter Flange Ball Type Angle Curb Stops							
			Ford		BFA43-666W-NL	1-1/2" CST x 1-1/2" MF	BFARW43-666W	1-1/2" CST x 1-1/2" MF		
			AY McDonald		74602B-22	1-1/2" CST x 1-1/2" MF	74602B-22-RWC	1-1/2" CST x 1-1/2" MF		
			Mueller		P-24276N	1-1/2" CST x 1-1/2" MF	P-24276N-20	1-1/2" CST x 1-1/2" MF		
			2" Packed Joint CTS x 2" Meter Flange Ball Type Angle Curb Stops							
			Ford		BFA43-777W-NL	2" CST x 2" MF	BFARW43-777W	2" CST x 2" MF		
			AY McDonald		74602B-22	2" CST x 2" MF	74602B-22-RWC	2" CST x 2" MF		
			Mueller		P-24276N	2" CST x 2" MF	P-24276N-20	2" CST x 2" MF		
			3/4" FIPT x 5/8x3/4" Meter Swivel Nut Ball Type Angle Curb Stops							
			Ford		BA13-332W-NL	3/4" FIPT x 5/8X3/4" MSN	BARW13-332W	3/4" FIPT x 5/8X3/4" MSN		
			AY McDonald		74604B	3/4" FIPT x 5/8X3/4" MSN	74604B-RWC	3/4" FIPT x 5/8X3/4" MSN		
			Mueller		B-24265N-1	3/4" FIPT x 5/8X3/4" MSN	B-24265N-1-20	3/4" FIPT x 5/8X3/4" MSN		
			1" FIPT x 1" Meter Swivel Nut Ball Type Angle Curb Stops							
			Ford		BA13-444W-NL	1" FIPT x 1" MSN	BARW13-444W	1" FIPT x 1" MSN		
			AY McDonald		74604B	1" FIPT x 1" MSN	74604B-RWC	1" FIPT x 1" MSN		
			Mueller		B-24265N-1	1" FIPT x 1" MSN	B-24265N-1-20	1" FIPT x 1" MSN		
		U-Branch	**1-1/2" Packed Joint CTS x 3/4" MIPT x 7-1/2" U-Branch**							
			Ford		U48-63-75-NL	1-1/2" CTS x 3/4" MIPT	U48-63-75-NL	1-1/2" CTS x 3/4" MIPT		
			AY McDonald		708U2M	1-1/2" CTS x 3/4" MIPT	708U2M	1-1/2" CTS x 3/4" MIPT		
			Mueller		P-15363N	1-1/2" CTS x 3/4" MIPT	P-15363N	1-1/2" CTS x 3/4" MIPT		
			1-1/2" Packed Joint CTS x 1" MIPT x 9" U-Branch							
			Ford		U48-64-9-NL	1-1/2" CTS x 1" MIPT	U48-64-9-NL	1-1/2" CTS x 1" MIPT		
			AY McDonald		708U2M	1-1/2" CTS x 1" MIPT	708U2M	1-1/2" CTS x 1" MIPT		
			Mueller		P-15363N	1-1/2" CTS x 1" MIPT	P-15363N	1-1/2" CTS x 1" MIPT		
		Y-Branch	**1-1/2" Packed Joint CTS x 1" Packed Joint CTS Y-Branch (Shall only be used when double service meter boxes must be offset)**							
			Ford		Y44-264-NL	1-1/2" CTS x 1" CTS	Y44-264-NL	1-1/2" CTS x 1" CTS		
			AY McDonald		708YS22	1-1/2" CTS x 1" CTS	708YS22	1-1/2" CTS x 1" CTS		
			Mueller		P-15343N	1-1/2" CTS x 1" CTS	P-15343N	1-1/2" CTS x 1" CTS		
	Sample Station	Sampling Station	**Polyethylene Enclosure, Smooth Nose Stainless Steel Sampling Tap.**							
			Water Plus		301 W					
			Kupferle Foundry		Eclipse 88WC					

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Pressure System Materials	Blow Off	Auto Flush Valve	**Automatic Flush Valve w/ Built-In Timer**							
			Hydro-Guard		HG-1 Standard		HG-1 Standard			
		Blow Off Valve	**Manual Blow Off Valve, Fits in Standard 5-1/4" Valve Box**							
			Kupferle Foundry		TF550		TF550			
			Water Plus		VB 2000B		VB 2000B			
	Exterior Coatings for Above Grade Metallic Assets	Over Shop Primer or Epoxy Coating	**Top Coat, High Performance, Modified Urethane Alkyd Enamel**							
			Sherwin Williams		PI Urethane Alkyd	SW 4081 Safety Red	PI Urethane Alkyd	SW 4080 Safety Purple	PI Urethane Alkyd	SW 4085 Safety Green
						SW 4083 Safety Orange				
						SW 4084 Safety Yellow				
						SW 4085 Safety Green				
						SW 4086 Safety Blue				
						SW 4071 Rain Forest				
		Over Shop Asphaltic Coating (Remove Before Coating)	**Primer, Rust Inhibitive, Corrosion Resistant, Single Component Acrylic (Shop Asphaltic Exterior Coating Shall Be Removed Prior to Priming)**							
			Sherwin Williams		Pro-Cryl	Red Oxide	Pro-Cryl	Red Oxide	Pro-Cryl	Red Oxide
			Top Coat, High Performance, Modified Urethane Alkyd Enamel							
			Sherwin Williams		PI Urethane Alkyd	SW 4081 Safety Red	PI Urethane Alkyd	SW 4080 Safety Purple	PI Urethane Alkyd	SW 4085 Safety Green
						SW 4083 Safety Orange				
						SW 4084 Safety Yellow				
						SW 4085 Safety Green				
						SW 4086 Safety Blue				
						SW 4071 Rain Forest				
Gravity System Materials	Pipe	PVC Pipe	**4" to 15" PVC Gravity Sewer, Integral Bell, ASTM D3034 Minimum SDR 26 (PS 115)**							
			Diamond Plastics Corp						Sani-21	SDR 26
			JM Eagle						Gravity Sewer	SDR 26
			National Pipe & Plastics Inc						Sewer	SDR 26
			North American Pipe Corp (NAPCO)						ASTM D3034/IB	SDR 26
			18" to 27" PVC Gravity Sewer, Integral Bell, ASTM F679 Minimum PS 115							
			Diamond Plastics Corp						Sani-21	PS 115
			JM Eagle						Gravity Sewer	PS 115
			National Pipe & Plastics Inc						Sewer	PS 115
			North American Pipe Corp (NAPCO)						ASTM F679/IB	PS 115
	Fittings	PVC Fittings	**PVC Fittings, Integral Gasket, ASTM F-1336 SDR 26**							
			GPK Products						PVC Gasketed Fitting	SDR 26
			Harrington / HARCO						PVC Gasketed Fitting	SDR 26
			Multi Fittings						Trench Tough Plus	SDR 26
			TIGRE USA						PVC Gasketed Fitting	SDR 26
		Flexible Pipe Connectors	**Flexible Pipe Connectors and Transitions, Stainless Steel Bands and Rings**							
			Fernco						1002, 1051, 1056	Strong Back
			Indiana Seal						102, 151, 156	Amazon Shear Ring
			Mission Rubber						MR02, MR51, MR56	Flex Seal ARC

Cat.		Desc	Manufacturer	Contractor's Material Identification	Potable		Reclaim		Wastewater	
					Model	Note	Model	Note	Model	Note
Gravity System Materials	Manholes	Precast Concrete Manholes	**Precast Manhole, ASTM C478. w/ red dyed crystalline hydrophilic admixture, Pro-Tech EW-1 Interior Coating. Manholes receiving force main flow, and next down stream, to be factory lined.**							
			Allied Precast						N/A	
			Atlantic Concrete Products						N/A	
			Delzotto Products, Inc.						N/A	
			Rinker Materials						N/A	
			Mack Concrete						N/A	
			Oldcastle Precast						N/A	
			Standard Precast Inc.						N/A	
		Concrete Admix	**Crystallined hydrophilic concrete admixture batched at plant / manufacture, w/ red dye, for all concrete structures (precast & cast-in-place)**							
			Kryton International						KIM K301R	2% w/ red dye
			Xypex Chemical Corp						Admix C-1000 Red	3.0-3.5% w/ red dye
		Interior Liners	**New Manholes receiving force main flow, and next down stream, intergrally cast by precast manufacture**							
			AGRU						HDPE Sure Grip Liner	
			GU Liner						PP Liner	
			A-LOK Products						Dura Plate 100	
			Existing Manholes receiving force main flow, and next down stream, prepared and installed per manufacture's instruction, Fiberglass liners only with prior approval.							
			Raven Lining Systems						Raven 405	w/ primer
			SprayRoq Inc						SprayWall	
			L & F Manufacturing						Fiberglass Insert	Only with Approval
			PREDL Systems						FRP Liner	Only with Approval
		Heat Shrink Seal	**Heat Shrink Seal - Precast structures shall be primed with manufacturer approved primer prior to application of heat shrink encapsulation.**							
			Canusa-CPS						Wrapid Seal	w/ Canusa G Primer
			Pipeline Seal & Insulator (PSI)						Riser Wrap	w/ Polyken 1027 / 1039
		Jointing Material	**Jointing Material, min. 2" width for all products to ensure squeeze out, w/ manufacturer approved primer.**							
			Henry Company						Ram-Nek	w/ primer
			Martin Asphalt Company						Evergrip 990	w/ primer
			Trelleborg Pipe Seals						C-56	w/ primer
		Gravity Pipe Seals	**Resilent pipe to manhole connector, w/ stainless steal bands - permissible for connections less than 15' below finish grade and pipes less than 12" in diameter**							
			Trelleborg Pipe Seals						Kor-N-Seal WS Series	
			Press-Seal						PSX Direct Drive	
			Cast-in-place pipe to manhole seals, required on all pipe 15' and deeper than finished grade and all pipes 12" and larger in diameter							
			A-LOK Products						A-Lok Premium or X-CEL	
			Hail Mary Rubber						Star Seal	
		Force Main Pipe Seals	**Modular pipe seals for all force main pentrations, w/ EDPE seals and Type 316 stainless steel hardware**							
			CCI Pipeline Systems						Wrap-It Link WL-SS	
			Pipeline Seal & Insulator (PSI)						Link-Seal S-316	
			Proco Products, Inc						PEN-SEAL ES	
		Frame & Cover	**Grey Iron Casting Manhole Frame and Cover, Heavy Duty H20 Traffic Rated, Marked "SANITARY"**							
			U.S. Foundry						USF 225-AS	"SANITARY" lettering
		Adj. Rings	**HDPE or pre-cast top adjusting rings, Heavy Duty H20 Traffic Rated, w/ rope sealant**							
			Ladtech						24R, 24S	
		MH Insert	**HDPE Manhole Insert, Vented, w/ lifting Handle**							
			Rainstopper						HDPE Rainstopper	

Vendor Contacts and Communications

Vendor	Contact	Communications
Central Florida Lift Stations (CFL)	Scott Gingerich 407-575-0893 scott@cfliftstations.com	3/10/23 - Sent out Scope of Services, attempted contact by phone. 3/14/23 – Provided additional information. 3/17/23 – Followed up. 3/27/23 – Received Quote.
Danus Utilities	Richard Cook 386-233-5588 richard@danusutilities.com	3/10/23 - Sent out Scope of Services, attempted contact by phone. 3/14/23 – Provided additional information. 3/15/23 – Met Richard onsite 3/29/23 – Received Quote.
L7 Construction, Inc	Brian Brach 407-221-1891 bbrach@l7constructs.com	3/10/23 - Sent out Scope of Services, attempted contact by phone. 3/14/23 – Provided additional information. 3/17/23 – Followed up. 3/24/23 – Received Quote.
Prime Construction Group	Mark Allen 407-856-8180 Mark A. Allen mallen@primeconstructiongroup.com	3/10/23 - Sent out Scope of Services, attempted contact by phone. 3/14/23 – Provided additional information. 3/17/23 – Followed up. 3/21/23 – Provided “no- quote” response.

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

File Number: 2023-466

Title:

Request Board ratifies a grant application to the U.S. Consumer Product Safety Commission for the 2023 Pool Safely Grant Program requesting $200,000 of grant funding to support drowning prevention education and enforcement of pool safety regulations for Seminole County residents. 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:

The U.S. Consumer Product Safety Commission has announced funding for the 2023 Pool Safely Grant Program to provide prevention education and enforcement of pool safety regulations. The due date for applications was April 30, 2023.

Drowning is the leading cause of death in children ages 1-4. Florida leads the nation in this age group. Twenty-three (23) Seminole County children were lost to drowning in the past four years; three children died due to drowning in 2023. The Seminole County Community Health Office is partnering with the Seminole County Fire Department and the Gunner Martin Foundation to seek grant funding to increase community awareness of water safety and provide survival swim lessons for children 6 months to 6 years of age. The grant funds will provide training for staff in code enforcement, paramedicine and Community Health as well as pool safety alarms, education materials and community outreach and education. A minimum of 25% will be expended on enforcement activities and up to 75% may be used for education activities. The grant does not require matching funds and will be appropriated upon award.

Staff Recommendation:

Staff recommends the Board ratify a grant application to the U.S. Consumer Product Safety Commission for the 2023 Pool Safely Grant Program requesting $200,000 of grant funding to support drowning prevention education and enforcement of pool safety regulations for Seminole County residents.

POOL SAFELY GRANT PROGRAM
FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
EXECUTIVE SUMMARY

Under the Virginia Graeme Baker Pool and Spa Safety Act (VGB Act), the U.S. Consumer Product Safety Commission (CPSC) is accepting applications for its fiscal year 2023 Pool Safely Grant Program (PSGP). This program aims to prevent drowning and drain entrapments of children in pools and spas, by providing funding to state and local governments. The funding supports drowning prevention education and enforcement of pool safety regulations. CPSC will determine, in its sole discretion, whether an applicant has met the eligibility requirements under the VGB Act for a PSGP funding grant.

Federal Awarding Agency: U.S. Consumer Product Safety Commission
Funding Opportunity Announcement (FOA) Title: Pool Safely Grant Program
Announcement Type: Initial Announcement
Funding Opportunity Number: CPSC-23-001
Catalog of Federal Domestic Assistance Number: 87.002
Type of Award Program: New Grant
Due Date for Applications: April 30, 2023, at 11:59 p.m.
Anticipated Award: June 15, 2023
Anticipated Total Annual Available Funding: $3.5 million
Budget/Project Period Length: Two (2) years
Individual Award Range: $50,000 to $400,000
Cost Share or Match: There are no cost-sharing or matching requirements.

CPSC Contacts

For information on the PSGP, including guidance on issues related to this FOA, contact:

POC: Harvey Kincaid, Grants
Management Officer
Telephone: 301.504.7525
E-mail: hkincaid@cpsc.gov

For additional information, visit the CPSC website at: http://www.cpsc.gov.
The *Pool Safely* website is at: https://www.poolsafely.gov.

Grants.gov Contacts

All applicants seeking a grant under this FOA must submit their application through Grants.gov. For help with submitting an application in Grants.gov, contact:

Grants.gov Contact Center
Phone: (800) 518-4726
E-mail: support@grants.gov
iPortal: http://grants.gov/iportal
Note: Applicants should always request a case number when contacting Grants.gov.

I. Program Description

NOTE: Due to passage of PL 117-328, the VGB Act now provides that a minimum 25% of funding must be expended on enforcement activities and up to 75% may be used for education activities. Additionally, Indian Tribes as defined in Sec. 401 are now eligible to apply to the PSGP.

A. Purpose

This FOA solicits applications for the FY 2023 PSGP, in accordance with section 1405 of the VGB Act. This announcement provides potential applicants with details of the requirements to apply for a grant under this program, and it also explains how CPSC will process and evaluate applications.

The purpose of the PSGP is to provide state and local governments with assistance to help implement enforcement and education programs, with the goal of preventing drowning and drain entrapments of children in pools and spas. Under the PSGP, award recipients must allocate their funding, as follows:

1. At least 25 percent of the funding must be used to hire and train enforcement personnel for implementation and enforcement of standards under the state or local swimming pool and spa safety law (i.e. "code enforcement"); and
2. The remainder may be used to:
    a) educate pool construction and installation companies and pool service companies about the standards;
    b) educate pool owners, pool operators, and other members of the public about the standards under the swimming pool and spa safety law and about the prevention of drowning or entrapment of children using swimming pools and spas; and/or
    c) defray administrative costs associated with such training and education programs.

Eligible applicants can contract with other entities, including civic organizations, to achieve some aspects of their proposal.

Pool construction and installation companies and pool service companies are not eligible under the educational component of the grant program

B. Authority

CPSC derives the authority for the PSGP from the VGB Act, Pub. L. No. 110-140, Title XIV, as amended, 15 U.S.C. §§ 8004-8005.

File Number: 2023-455

Title:

Award RFP-604403-22/LNF - Term Contract for Consultant Services for Seminole County Website Redesign to Interpersonal Frequency, LLC, McLean, VA for the total amount of $129,880.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed - Purchasing and Contracts Division Manager**) Requesting Department/Division - County Manager's Office & Community Information.

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown CFO/Resource Management Director

Contact/Phone Number:

Leticia Figueroa, Senior Procurement Analyst, 407-665-7119

Background:

RFP-604403-22/LNF will provide for a qualified contractor responsible for County Website Redesign. The redesign includes all public-facing websites and technologies that the departments and agencies under the Board of County Commissioners utilize. The solution shall provide an interactive project manager/consultant to develop a new government website. The Consultant will serve as both the project manager and advisor for this effort. They are expected to be a subject-matter-expert with respect to website strategy and implementation that is best suited for public sector agencies but are not required to develop a new website. They will provide a framework that will identify appropriate content and technologies that align with our communication goals and that can be maintained by Seminole County and its partners. They will develop an action plan concerning the process to redevelop the website and will manage the project to redesign the web presence from start to finish. The awarded consultant will assist in the scope development for Phase II and oversee implementation.

This project was publicly advertised, and the County received six (6) proposals in

response to the solicitation, two (2) proposals were determined to be Non-Responsive. The Evaluation Committee which consisted of Frank Camarata, Project Manager II; James Garoutsos, Chief Information Officer; Leigh Hicks, Digital Content Specialist; Tricia Johnson, Deputy County Manager, and Ashley Moore, Community Relations Officer, evaluated the proposals. Consideration was given to project understanding, work plan, experience, demonstrated success, and price reasonableness.

The Evaluation Committee saw presentations from all four (4) firms, consideration was given to team experience, qualifications, understanding, resources, and presentation. The Evaluation Committee recommends the award of the Agreement to the top-ranking firm, Interpersonal Frequency LLC, McLean, VA.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued and executed by the County. This Agreement will take effect on the date of its execution and will remain for a period of two (2) years. At the sole option of the County, may be renewed for one (1) successive period not to exceed one (1) year. The total amount of these services is $129,880.00. Funds are available in Technology Improvement Professional Services Fund 02118013.530310 Item#4900103023.

Staff Recommendation:

Staff recommends that the Board award RFP-604403-22/LNF - Term Contract for Consultant Services for Seminole County Website Redesign to Interpersonal Frequency LLC, McLean, VA, and authorize the Purchasing and Contracts Division to execute the Agreement. The total cost is $129,880.00.

RFP TABULATION SHEET

BID NUMBER: RFP-604403-22/LNF

BID TITLE: Term Contract for Website Redesign

OPENING DATE: August 24, 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.

Evok Advertising & Design, Inc. 152 N 4th Street, Suite 1410 Lake Mary, FL 32746 Ph. 407-302-4416 Larry Meador, CEO Larry.meador@evokad.com	Granicus, LLC 408 Saint Peter St., Suite 600 Saint Paul, MN 55102 Ph. 800-314-0147 Brendan Stierman, Manager Sarah.rexhepi@granicus.com	Interpersonal Frequency LLC PO Box 51 McLean, VA 22101 Ph. 703-400-6776 Harish R. Rao, CEO harish@ifsight.com
OrgCentral Labs, Inc. New, NY 10011 • Non-responsive	Planeteria Media LLC Santa Rosa, CA 95401 • Non-responsive	Trace Enterprise LLC dba REACH 113 N Stewart Avenue Kissimmee, FL 34741 Ph. 407-908-8238 Kelly Trace, CEO kelly@itsjustreach.com
Failed to comply with Part 2, Section 11	Failed to comply with Part 3, Section 3: Forms	

FACTORS FOR EVALUATION:

- Project Understanding/Proficiency for the Mix of Technologies & Cohesiveness – 30 points
- Work Plan & Timeline – 20 points
- Experience with Website Redesign Projects – 15 points
- Demonstrated Success with Public Sector Agencies – 15 points
- Overall Price – 20 points

Tabulated by: Leticia Figueroa, Sr. Procurement Analyst (Posted 09/08/2022 @ 10:30 AM)
Recommendation/Intent to award to: Interpersonal Frequency LLC – BCC Date 05/09/2023 (Posted 02/08/2023 @ 2:00 PM)

Phase I – Proposal Evaluations

Criteria	Conflict of Interest	Evaluation Factor 1 – Project Understanding	Evaluation Factor 2 – Work Plan	Evaluation Factor 3 – Experience	Evaluation Factor 4 – Demonstrated Success	Calculated Formula Pricing	Total	Rank
Weight	0	30	20	15	15	20	100	
Evok Advertising & Design, Inc.	0	19.86	13.24	9.93	8.97	20	72	3
Granicus, LLC	0	15.84	14.56	12.96	12.96	13.00	69.32	4
Interpersonal Frequency LLC	0	25.92	15.92	15.00	11.94	16.00	84.78	1
Trace Enterprise LLC dba REACH	0	25.92	15.96	9.93	11.94	15.00	78.75	2

Phase I Top Ranked Firm: Interpersonal Frequency LLC

Phase II – Presentation Evaluations

Evaluator: Ashley Moore

Criteria	Evaluation Factor 1 – Team Experience	Evaluation Factor 2 - Qualifications	Evaluation Factor 3 - Understanding	Evaluation Factor 4 – Resources	Evaluation Factor 5 – Overall Presentation	Total	Rank
Weight	30	25	25	10	10	100	
Evok Advertising & Design, Inc.	20	15	15	10	8	68	4
Granicus, LLC	28	22	20	8	8	86	2
Interpersonal Frequency LLC	30	25	25	10	10	100	1
Trace Enterprise LLC dba REACH	25	20	20	10	8	83	3

Evaluator: Frank Camarata

Criteria	Evaluation Factor 1 – Team Experience	Evaluation Factor 2 - Qualifications	Evaluation Factor 3 - Understanding	Evaluation Factor 4 – Resources	Evaluation Factor 5 – Overall Presentation	Total	Rank
Weight	30	25	25	10	10	100	
Evok Advertising & Design, Inc.	25	20	20	5	10	80	2
Granicus, LLC	15	10	10	10	5	50	4
Interpersonal Frequency LLC	30	20	25	10	10	95	1
Trace Enterprise LLC dba REACH	20	20	20	10	5	75	3

Evaluator: James Garoutsos

Criteria	Evaluation Factor 1 – Team Experience	Evaluation Factor 2 - Qualifications	Evaluation Factor 3 - Understanding	Evaluation Factor 4 – Resources	Evaluation Factor 5 – Overall Presentation	Total	Rank
Weight	30	25	25	10	10	100	
Evok Advertising & Design, Inc.	15	13	13	5	8	54	4
Granicus, LLC	24	13	5	8	5	55	3
Interpersonal Frequency LLC	20	25	25	8	8	86	1
Trace Enterprise LLC dba REACH	25	20	20	10	8	83	2

Evaluator: Tricia Johnson

Criteria	Evaluation Factor 1 – Team Experience	Evaluation Factor 2 - Qualifications	Evaluation Factor 3 - Understanding	Evaluation Factor 4 – Resources	Evaluation Factor 5 – Overall Presentation	Total	Rank
Weight	30	25	25	10	10	100	
Evok Advertising & Design, Inc.	20	20	18	7	8	73	2
Granicus, LLC	10	10	5	5	8	38	4
Interpersonal Frequency LLC	25	23	23	9	10	90	1
Trace Enterprise LLC dba REACH	15	18	15	7	5	60	3

Recommendation to award to the top ranked firm: Interpersonal Frequency LLC

Tricia Johnson Tricia Johnson James Garoutsos _____

Ashley Moore _____ Frank Camarata _____

Leigh Hicks _____ (Phase I only)

Evaluator: Tricia Johnson

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Weight	30	25	25	10	10	100	
Evok Advertising & Design, Inc.	20	20	18	7	8	73	2
Granicus, LLC	10	10	5	5	8	38	4
Interpersonal Frequency LLC	25	23	23	9	10	90	1
Trace Enterprise LLC dba REACH	15	18	15	7	5	60	3

Recommendation to award to the top ranked firm: Interpersonal Frequency LLC

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Ashley Moore _____ Frank Camarata _____

Leigh Hicks _____ (Phase I only)

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Recommendation to award to the top ranked firm: Interpersonal Frequency LLC

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Ashley Moore _____ Frank Camarata _____

Leigh Hicks Leigh Hicks (Phase I only)

TERM CONTRACT FOR CONSULTANT SERVICES
FOR SEMINOLE COUNTY WEBSITE REDESIGN
(RFP-604403-22/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **INTERPERSONAL FREQUENCY LLC**, duly authorized to conduct business in the State of Florida, whose principal address is 6830 Elm Street, Suite 101, McLean, Virginia 22101, 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 "Interactive Project Manager/Consultant" to develop an actionable, dynamic plan that, when implemented, results in a new and improved government website.; 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 Purchase 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 Purchase 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) Purchase Order amount, and in no event may the Purchase 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) year and, at the sole option of COUNTY, may be renewed for one (1) successive period 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 of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Purchase Orders

issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase 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 Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase 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 Purchase 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 Purchase 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 Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase 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 Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase 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 Purchase 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:

County Manager's Office
1101 E. 1st 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 thirty days written notice to CONSULTANT, COUNTY may terminate this Agreement, or any Purchase Order issued under this Agreement, in whole or in part, at any time, for COUNTY's convenience. If termination is determined by COUNTY to be due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY will provide written notice to terminate effective immediately. 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, Business Auto, and Cyber Liability and Technology Errors and Omissions Insurance). **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:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$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).

(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:

Combined Single Limit $1,000,000.00

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

(A) CONSULTANT's Cyber Liability and Technology Errors and Omissions Insurance must cover its employees, subcontractors and agents for expenses, claims, and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy. CONSULTANT's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds.

(B) If the Cyber Liability and Technology Errors policies are written on a claims-made basis, the retroactive date must be prior to the commencement of this agreement. If the Cyber Liability and Technology Errors policies are written on a claims-made basis and are cancelled or non-renewed at any time during and up until the project completion, CONSULTANT shall purchase an Extended Reporting Period for at least a two-year period.

(C) CONSULTANT shall maintain Cyber Liability insurance providing coverage for the following:

(i) Liability for network security failures, privacy breaches, and system failures, including but not limited to loss or unauthorized access, use, or disclosure of Insert COUNTY Data, whether by CONSULTANT or any subcontractor or cloud service provider used by CONSULTANT.

(ii) Breach Response Costs associated with a network security failure, privacy breach, or system failure, including but not limited to the following: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring, and identity fraud resolution services.

(iii) Expenses related to a regulatory proceeding, including but not limited to regulatory investigatory costs, fines, fees and penalties.

(iv) Payment Card Industry fines, fees, penalties, and assessments.

(v) Cyber extortion payments, investigatory, and response costs (i.e., Ransomware Coverage).

(vi) Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network, a third parties' computer network, or both.

(vii) Costs of restoring or replacing data.

(viii) Multimedia liability.

(D) If this contract involves the provision of Cyber Technology Services, Products, or both, in addition to the above required coverages, CONSULTANT must maintain Technology Products & Services Liability insurance providing coverage for the following:

(i) Liability related to the rendering of or failure to render technology product and services.

(E) Certificates of Insurance and Additional Insured Endorsements must reflect applicable limits, sub-limits, self-insured retentions, and deductibles.

(F) CONSULTANT will be responsible for any and all deductibles, self-insured retentions, or waiting period requirements.

(G) The minimum limit to be maintained by CONSULTANT is Three Million and No/100 Dollars ($3,000,000.00) per occurrence claim.

(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:

County Manager's Office
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Interpersonal Frequency LLC
6830 Elm Street, Suite 101
McLean, VA 22101

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: INTERPERSONAL FREQUENCY LLC

_____ By: _____
Witness HARISH R. RAO, CEO

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

(CORPORATE SEAL)

[Rest of page left intentionally blank]

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

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
GLK
6/29/22 3/2/23
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604403 (IF).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Rate Schedule
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - SaaS Agreement

Exhibit A

Part 1
Scope of Services

Introduction:

The Seminole County Board of County Commissioners has determined that the County's website (www.seminolecountyfl.gov) is a critical priority as the key gateway to the County's many services and critical information. To objectively assess the current and future state of the website, the County seeks an "Interactive Project Manager/Consultant" to develop an actionable, dynamic plan that, when implemented, results in a new and improved government website.

The Consultant will serve as both the project manager and advisor for this effort. They are expected to be a subject-matter-expert with respect to website strategy and implementation that is best suited for public sector agencies but are not required to develop a new website. They will provide a framework that will identify appropriate content and technologies that align with our communication goals and that can be maintained by Seminole County and its partners. They will develop an action plan concerning the process to redevelop the website and will manage the project to redesign the web presence from start to finish.

Flexibility, ingenuity, innovation and a cohesiveness in design, will be necessary to reach the goal of a best-in-class website that effectively communicates to the stakeholders of Seminole County.

General Community and Project Information:

Seminole County is located in Central Florida and has a population of 470,856, with the county seat located in the City of Sanford. The average population density is 1,368.7 persons per square mile; the average rural population density is 89 persons per square mile; and there are 2609 miles of roads located within Seminole County.

Scope of Services:

The scope of this redesign includes all the public-facing websites and technologies that the departments and agencies under the Board of County Commissioners utilize. This scope does not include Orlando North Seminole County Tourism websites, dororlandonorth.com and playorlandonorth.com, managed through a separate contract and marketing agency. A list of all relevant sites associated with www.seminolecountyfl.gov and the major third-party sites this page links to are provided as Attachment A. The Website Presence Redesign Committee will be administering the project and serve as the local point of contact. Proposer attendance will be necessary at select Committee and Board of County Commissioners' meetings milestone presentations and additional engagement, as necessary. The proposed scope of services to be provided by Proposer shall include, but not be limited to, the elements defined in this RFP. This is a guide to prospective Proposers, and Proposer creativity concerning approaches for strengthening the planning process is encouraged. The County expects a website review and redesign tailored to meet the specific needs and unique characteristics of Seminole County.

Anticipated Project Tasks:

1) Research, evaluate, and baseline the current usage of the website and related technologies.
    a. Perform research to determine user personas/user-segmentation to assess reasons for visiting/leaving the website
    b. Assess Seminole County's current branding, budget, and internal resources.
2) Identify and develop design and communication goals that Seminole County requests in its redesigned web presence.
3) Evaluate the current and future state of public sector websites and technologies and determine the best approach for Seminole County to implement.
4) Lead focus group and stakeholder meetings with County staff and external stakeholders.
5) Develop an action plan for redesigning our web presence.
    a. Develop options the County can pursue. These options should detail the estimated cost, potential funding sources, timeline, benefits, stakeholders served, risk, and incremental steps for implementation.

b. Multiple options must be developed and ranked by the Proposer to allow the County to determine the best path forward.

6) Provide sufficient project management and subject matter expertise to support Seminole County in implementing the selected action plan.
7) Provide reports in easy-to-understand terms to facilitate clarity with decision-makers and constituents.

Web Presence Review and Redesign Deliverables:

This section outlines the requirements and deliverables Seminole County believes necessary to successfully redesign the County's web presence. Respondents to this solicitation should review and provide changes as they see fit in their response based on their expertise.

Section A – Current assessment

1. Review of the current environment and its use
2. Review of current budget and staff
3. Review of policies and procedures to publish content
4. Meet with stakeholders to determine current use

Section B – Determine goals and objectives of the web redesign

1. Identify strategic goals.
2. Assess current and future trends in public sector internet technologies
3. Assess supporting technologies such as social media and mobile access and their impact on Seminole County's web presence
4. Best practices for integrating third-party applications

Section C – Determine strategy and plan to progress

1. Review options for accomplishing goals
2. Determine the best technology path for Seminole County:
    a. Evaluate and recommend if current technology platform is sufficient
    b. Consider best practices related to cyber security
    c. Support for non-English speaking visitors to the website
    d. Evaluate any regulatory requirements to which Seminole County needs to adhere, such as the Americans with Disabilities Act (ADA)
3. Determine the best approach for a public sector web presence
    a. Prepare scope for website design firm Request for Proposals for staff review and approval
    b. Selection of web design firm(s) to implement recommendations
    c. Determine how web presence interacts with social media
    d. Recommendations for consolidation of the County's URL's
4. Determine the internal structure and processes necessary for maintaining and growing the web presence
    a. Staffing needs
        i. Technical staff
        ii. Staff needed in the departments
    b. Training needs
    c. Publishing policies and procedures
    d. Web presence review
        i. Campaign effectiveness
        ii. Key performance indicators

Section D – Implementation plan and services

1. Develop project plan and deliverables for implementation
    a) Develop RFP or Scope of work that will be used to implement a new website presence.
        i) Web platform vendor
        ii) Web development consulting team
        iii) Third-party integrators
        iv) Seminole County internal staff

2. Identify resources needed
   a) Resources provided as part of this response
   b) Resources required by Seminole County
   c) Resources required by third-party providers
3. Project manage the transition to the new web presence
   a) Monitor execution of the project
   b) Identify and manage the risks that affect cost and or schedule
   c) Resolve and escalate issues
   d) Provide status reports to the appropriate stakeholders
   e) Adhere to standard Project Management Processes (PMBOK)

Statement of Work

This Statement of Work ("SOW") is entered into effective as of May 9, 2023 (the "SOW Effective Date") between Interpersonal Frequency, LLC, a Virginia limited liability company ("Interpersonal Frequency" or "I.F."), with its mailing address at P.O. Box 51 McLean Virginia 22101 and Seminole County, Florida, having its principal office at 1301 E Second Street Sanford, FL 32771-1468 ("Client"). This SOW is entered pursuant to the Master Service Agreement dated April 1, 2023 (the "MSA") which is hereby incorporated by reference into this SOW. Any capitalized terms set forth in this SOW that are not defined herein shall have the meaning set forth in the MSA.

This Statement of Work is effective as of the SOW Effective Date and shall remain in effect until December 31, 2023 unless terminated sooner, or extended, in accordance with the terms set forth in the MSA.

This SOW is organized into includes the following sections:

A. Services. I.F.'s Services (as defined below) are described in Section A below. The Services determine the scope of this SOW. The Services have two key parts. First, is I.F.'s detailed process for the creative collaboration among Client stakeholders and the I.F. team for the success of the project. I.F. refers to this as its CitizenForward™ process. This process has been customized for Client as further set forth in Section A. Second, are the specific features that I.F. and Client have determined to implement for the project. These are referred to as the Included Features and are set forth in the Features Table in Section A. The Features Table also sets forth the Features that will not be included in the project.

B. Milestones, Hours, Fees and Milestones and Payment. Based on the scope of the Services in Section A, I.F. has determined the estimated total hours of work, the key milestones and the anticipated total fees for the Services. These are set forth in Section B. To help protect Client, Client is entitled to the CitizenForward™ Cushion which means an additional ten percent of such hours at no additional charge. The hours, fees and milestones are further described in Section B.

C. Client Responsibilities. The success of this project, and the hours, fees and milestones, depend on the Client's timely performance and its responsibilities. These are set forth in Section D.

D. Assumptions. Our proposed pricing and inclusions are based on the assumptions listed in Section D.

E. Exclusions. As noted, the scope of the Services is set forth in Section A. For clarity, and to help ensure alignment, a number of matters not included in the Services are expressly set forth in Section D.

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F. Changes. Finally, the changes to this SOW are addressed in Section E.

A. SERVICES.

This SOW (together with the MSA) sets forth and governs the terms and conditions of the services that will be provided by Pursuant to this SOW, Interpersonal Frequency will to Client (the "Services"): conduct discovery tasks, assess content, and assist with the preparation of a gap analysis and Scope of Work. The scope and terms and conditions of the Services shall be governed by the SOW and the MSA. As noted above, the Services include the Included Features set forth in the Features Table below. The Features Table also sets forth features that are not included in the project. In addition, the Services also include I.F.'s CitizenForward™ process. The CitizenForward™ process entails the following five steps as described in greater detail, and customized for Client, further below:

- Discover
- Define
- Needs Assessment and RFP Preparation

Discover

Task	Description	Included ✓ Not Included ⃠
Discover		
Project Kickoff	Our first meeting with your project team, led by your dedicated Project Manager.	✓
External Research	**Voice of Citizen® Analysis** Our first step to collect data on your current website. This proprietary platform helps us quantitatively understand how your website design and content is working for your users via artificial intelligence technology.	✓
	Google Analytics Integration with Google Analytics (or equivalent) for third-party website analytics tracking, to be provided by the client.	⃠

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	Heatmaps: Heatmaps are a visualization tool used to track user engagement and behavior on a website. Voice of Citizen® offers a heatmaps feature as an option, permitting an in-depth analysis of user interactions and identifying areas of improvement on the website.	⊘
	Behavior Videos: The behavioral videos feature, an option to Voice of Citizen® allows us to view recordings of real-user interactions on the website, providing insights into user behavior and areas for improvement. This feature is an optional add-on.	⊘
	Custom UX Research Customized research activities to dig deeper into the needs, wants, pain points, emotions, and motivations of current users interacting with your existing website. Examples include usability testing, card sorting, or tree testing. Includes 1 activity.	⊘
	Community Survey Create an additional digital community survey that could be shared, for example, by a printed and distributed QR code or email.	⊘
	Community Listening Sessions Guided virtual/remote focus groups with community members that could be used, as an example, to target community members who do not currently use your website. This would require your facilitation and recruitment of participants. Up to 3 I.F. team members will listen and document feedback during the session, and analyze the results. Includes 2 sessions.	⊘
Internal Research	**In-Depth Interviews** In-Depth Interviews (IDIs) are structured, recorded interviews with key project stakeholders. Includes up to 7 interviews.	✓
	Internal Stakeholder Questionnaire This questionnaire is aimed to spur conversations with additional project stakeholders who don't complete an in-depth interview (above). This questionnaire helps us gather more clues about the communication goals and impacts that your	⊘

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	high-level team members want to achieve with the new site. Limited to 10 responses.	
	Content Editor/Web User Survey Designed to gather feedback from your content editors and web users across your organization. Helps us understand your current workflow and governance strategy. Limited to 10 responses.	⊘
Content Services	**Existing Content Assessment** An investigation of the top user pathways (up to 4) through your existing content, as determined by Voice of Citizen® Patron®. It includes a high-level analysis and strategy on how to improve those paths.	✓
	Content Manifest A chart of your existing content to help facilitate determining which content will move to the new site.	✓
	Content Intro Workshop Here we help you designate and align client team members who will participate and collaborate throughout the website redesign process on website content. They will be given roles like Content Focal, Migration Focal, Editing Focal and Trainer.	✓
Discovery Summit	A culmination of the Discover phase. At this virtual summit, we dive into our research findings, what the results reveal about your current website, and how it aligns with our recommended goals for the redesign. The summit consists of: 1. Research Presentation 2. Content Session 3. User Experience Session 4. Capstone: this is the presentation designated for the Experience Outline review and delivery	✓

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Define

Task	Description	Included ✓ Not Included ⃠
Experience Outline	A high-level picture of what we've uncovered through the Discover steps, including success metrics and KPIs. It becomes a touchstone for project alignment.	✓
Information Architecture Development	An information architecture (IA) is the structural design of shared information environments, which includes the organization, labeling, and navigation of content. Based on the data collected during the first phase of our engagement, we will create a new user-centric IA for your website, designed to improve the user experience and make it easier for visitors to find the information they need. Core-level includes one (1) round of revisions.	⃠
Wireframes	We build out the blueprint of your architecture as toneless visual representations of the structure, hierarchy, and messaging of key page templates and content types of your new website. Core-level implementations include five (5) wireframes with one (1) round of revisions.	⃠
Content Services	**Content Toolbox** Our library of content strategy videos and resources. This includes access to the library.	⃠
	Content Coaching Hour-long sessions designed to solidify your team's content knowledge and establish processes to support high-quality online content over time. (Connect level includes 5 sessions.)	⃠
	I.F. Content Writing/Editing Services While we develop your information architecture and wireframes, our content producers can also perform an extensive content cleanup of your website, including drafting, writing, and editing services. Our content	⃠

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	producers would work to optimize your key pages for accessibility, usability, and search engines. This work also helps us test the new site's architecture and design with actual content to maximize fit and functionality. (Connect level includes 50 hours)	

Needs Assessment and RFP Preparation

Task	Description	Included ✓ Not Included ⊘
Design Services	**Technology Platform Needs Assessment/Analysis** After the Discovery Summit (above), we will create a needs assessment and analysis of CMS needs for your redesigned and re-engineered website and its content. We will provide you with recommended option(s) for CMS, with a preference toward open-source systems given the need for technology integrations.	✓
	Gap Analysis Usability and governance gap analysis including an assessment of accessibility, user experience, content management, internal business needs/staffing, and budget.	✓
	Digital Strategy Meetings Dedicated recurring meetings to discuss various assessments and solutions. Limited to 2 hours per week x 12 weeks x 2 team members.	✓
	RFP Preparation Creation of a website implementation RFP based on determined County needs.	✓

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B. HOURS, MILESTONES AND FEES

The Milestone Table and Fees

Based on the scope of Services described in this SOW, the project will require an estimated 764 hours of work by I.F.. This work is organized into the milestones set forth in the Milestone Table below. The Milestone Table also includes I.F.'s anticipated fees for each Milestone based on the hours allocated to each milestone at I.F.'s blended billing rate. The estimated overall schedule for performing the Services is five months. The forgoing total hours, fees, and schedule are estimates. Client's diligent and timely performance of the Client Responsibilities is very important to achieving these. In addition, significant Client requests or change in requirements may impact these estimates.

The CitizenForward™ Cushion

I.F. understands the importance of achieving the estimated fees. I.F. also understands that the CitizenForward process is by definition highly creative and collaborative and may result in changes to the Services. Based on the forgoing, as part of the CitizenForward overall process, I.F. provides Client a CitizenForward Cushion. This means that I.F. will provide an additional ten percent of the estimated total hours, or 76 hours, at no charge (the "CitizenForward Cushion").

Invoices and Payment

I.F. will invoice Client at the completion of each milestone. Each invoice will set forth (a) the fees for the current milestone, (b) the total hours through the end of such milestone provided by the Milestone Table, (c)) the number of CitizenForward Cushion hours set forth above, (d) the sum of total hours to date in the Milestone Table plus the CitizenForward Cushion hours, (e) I.F.'s *actual* total hours to date, and (f) the amount, if any, that the actual hours to date exceed the sum of hours set forth in (d) above (the "Excess Hours") and (g) any additional amount due based on the Excess Hours times the Client's blended billing rate ($170/hr).

Milestones	Est. Fees	Est. Date
Discover (550 hours)		
Milestone 1: - Project kickoff meeting - Initiate Voice of Citizen® data collection - Initiate In-Depth Interviews	$46,750	Late May

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Milestone 2: - Discovery Summit complete	$46,750	July
Define (50 hours)		
Milestone 3: - Experience outline delivered	$8,500	August
Needs Assessment and RFP Preparation (164 hours)		
Milestone 4: - Digital strategy meetings commence - Gap Analysis is presented	$13,940	August
Milestone 5: - Implementation RFP is presented	$13,940	September

C. Client Responsibilities

SCFL is responsible for the following tasks to be outlined with specific deadlines in the project communication plan & schedule.

- Discover Phase
  - Install Voice of Citizen® Patron® on current site
  - Identify up to six (6) members from stakeholder departments and organizations to act as the core team. Activities for the core team include:
    - Participate in the discovery workshop(s).
    - Participate in digital strategy meetings, discussions, and reviews (usually in a single feedback document or session).
  - Identify up to seven (7) In-Depth Interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews
- Define Phase
  - Review Experience Outline
- Needs Assessment and SOW/RFP Preparation Phase
  - Review Scope of Work
  - Participate in digital strategy meetings
- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the project communication plan & schedule. If client approval is withheld, I.F. will provide additional revisions

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by utilizing, in order as applicable (1) the CitizenForward™ Cushion, (2) a reallocation of hours from other Services, or (3) the prevailing hourly rate of this Statement of Work. Should any of these be unsatisfactory, the contract will terminate per the MSA.

- Overall: Provide a single point of contact that manages day to day client responsibilities as noted above. A successful project will require a client side project manager who is available ten to twenty (10-20) hours per week.

D. Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. Client provides approval as needed by established deadlines.
2. Client team is available for meetings as scheduled.

E. Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Content writing, editing, and manual content migration work performed directly by I.F., unless selected as an option.
3. User manuals.
4. Changes to deliverables after approval.
5. Extra revisions for deliverables beyond those explicitly noted herein.

F. Changes

This Statement of Work, may be changed or modified upon mutual agreement in writing..

Acceptance

AGREED and ACCEPTED:

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work ("SOW").

	Interpersonal Frequency LLC ("I.F.")	Client Name ("Seminole County, Florida")
Name	Harish R. Rao	

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Position	CEO	
Date		
Signature		

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole 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: (www.seminolecountyfl.gov/purchasing) Upload to the County Website	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Leticia Figueroa Senior Procurement Analyst 407-665-7119 - Phone 407-665-7956 - Fax lfigueroa@seminolecountyfl.gov	**RFP-604403-22/LNF** **Consultant Services for Seminole County Website Redesign**

Bid Due Date and Time: August 24, 2022 at 2:00 PM (Easter Time)

Public Opening: Zoom at www.zoom.us , Meeting ID: 865 8422 2565, Pass Code: 520343

Proposer Name: Interpersonal Frequency LLC	Federal Employer ID Number: 90-1035451
Mailing Address: P.O. Box 51	If returning as a "No Submittal", state reason (**if so, return only this page**): n/a
City, State, Zip: McLean, VA 22101	
Type of Entity **(Circle one)**: Corporation (LLC) Partnership Proprietorship Joint Venture Incorporated in the State of: Virginia List of Principals: Harish R. Rao	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** 1 **through** 4 **:** Authorized Signature (Manual) 8/23/22 Date
Email Address: harish@ifsight.com	Typed Name: Harish R. Rao
Telephone Number: 703-400-6776	Title: Founder & CEO
Fax Number: 877-565-6501	Date: August 23, 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-604403-22/LNF – Consultant Services for Web Presence Review & Redesign

Name of Proposer: Interpersonal Frequency LLC

Mailing Address: P.O. Box 51

City/State/Zip: PMcLean, VA 22101

Phone Number: (703) 400-6776 FAX Number: (877) 565-6501

E-Mail Address: harish@ifsight.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. ____ through____, 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.

Blended Rate:	**Category:**
$ 170 / hour	Client Services Team
$ 170 / hour	User Experience Team
$	
$	
$ 170 / hour	**Total Cost of Consulting Services including all deliverables**

Harish R. Rao
(Printed name of person signing FORM)

(Signature of person signing FORM)

Interpersonal Frequency LLC
(Name of Proposer)

SECTION 7. DETAILED WORK PLAN

7.a Tasks & Budget Hours

Based on your request and our responses, we are happy to present the below options for your consideration. Bundle A meets the requirements of the County's provided tasks and deliverables, aligned with Section 1.a of this proposal. Bundles B and C include additional services that could enhance this initiative before going to development and implementation. Please reach out to us to discuss a potential fixed-price 20% discount for bundled services.

Line item descriptions budget hours are provided on the following pages.

Bundle A	Bundle B	Bundle C
• Kickoff meeting / dedicated project manager • Single-Use Voice of Citizen® Analysis (Req. #2.a.1) • 7 In-Depth Interviews (Req. #2.A.4) • Content & Governance Assessment (Req. #2.A.3) • Audience Analysis and Personas • Discovery Workshops (Req. #2.B.1, #2.B.2) • Experience Outline (Req. #2.B.1, #2.B.2) • Technology Platform Needs Assessment/Analysis (#2.B.4) • Gap Analysis (Req. #2.A.2, #2.B.3) • Digital Strategy Meetings (Req. #2.C) • SOW/RFP Preparation (Req. #2.D)	• *Everything from Bundle A* • Content Strategy & Toolkit (Req. #2.A.3) • Information Architecture • Wireframes • Art Direction and Visual Design • Writing for the Web Training (Req. #2.C.d.b) • 3 Community Validation Sessions (Req. #1.4) • 3 Community Listening Sessions	• *Everything from Bundle A, Bundle B* • 5 Additional In-Depth Interviews • Clickable Design Prototype • Components/Pattern Library • 100 Hours for Content Coaching and UX Writing/ Editing • 2 additional Community Validation Sessions • 2 additional Community Listening Sessions
Budget Hours 764	**Budget Hours** 1,678	**Budget Hours** 2,510

$170/hr. x 764/hrs.= $129,880.00

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Bundle A Line Item Costs	Budget Hours
Kickoff Meeting / Dedicated Project Manager An overview of how we work, including big-picture processes and logistics like communication procedures and an in-depth exploration of upcoming discovery tasks. It's also a chance to meet each other and answer initial questions, establish roles, and begin to create a working relationship between our teams.	191
Single-Use Voice of Citizen® Analysis This proprietary platform helps us quantitatively understand how your website design and content is working for your users via artificial intelligence technology. A unique algorithm, called the "Efficiency Index" (EI), gives mathematical insight into content with specific recommendations that are hard to beat: does the content on a specific page need improvement, or is a design or wayfinding issue preventing users from finding it? Voice of Citizen® scientifically assesses how your site can be improved.	Included
Seven (7) In-Depth Interviews Structured, recorded interviews with your staff and other stakeholders. These are conducted at the start of the project to understand your specific needs. They give us a big picture view of your goals for the new site, and how best to achieve them.	72
Content & Governance Assessment Collaborative process to inventory existing content, determine what should move to the new site, and identify the content that will be most essential to user success, such as service-based and navigational pages. This line item includes sessions to introduce the process and deliver the Initial Content Manifest to facilitate determining which content will move to the new site.	132
Audience Analysis and Personas A reliable and data-driven representation of your website's users that enables us to focus on a manageable and memorable cast of characters, instead of focusing on thousands of individuals. Personas are refined with Seminole as part of our Discovery Summit (below).	160
Discovery Workshops Remote series of discovery workshops. Begins by presenting our research data to reveal who your users are, what they are looking for, what difficulties they encounter, and what is important to your key stakeholders. The UX and Content workshops follow, exploring your specific user experience and design needs and reviewing the results of our high-level content analysis. Throughout, we work with you to set functional priorities that build on our data and your knowledge of your community.	109
Experience Outline A high-level picture of what we've discovered, including success metrics and KPIs, and becomes a touchstone for project alignment.	60
Technology Platform Needs Assessment/Analysis After the Discovery Summit (above), we will create a needs assessment and analysis of CMS needs for your redesigned and re-engineered website and its content. We will provide you with recommended option(s) for CMS, with a preference toward open-source systems given the need for technology integrations.	80
Gap Analysis Usability and governance gap analysis including an assessment of accessibility, user experience, content management, internal business needs/staffing, and budget.	103
Digital Strategy Meetings Dedicated recurring meetings to discuss various assessments and solutions. 2 hours per week x 12 weeks x 2 team members	48
SOW / RFP Preparation Creation of a website implementation Scope of Work based on determined County needs.	80
Total Hours:	1035
Discount for Bundle A	*271 Hours*
Discounted Total	764

Agreement Name: Consultant Services for Seminole County Website Redesign

Agreement Number: RFP-604403-22/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_____are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of_____, 20____.

_____
Consultant Name

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

STATE OF_____

COUNTY OF _____

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

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

E-Verify Affidavit
Revised 5/19/2021

interpersonal frequency

Voice of Citizen®

I.F. SaaS Services Agreement: Winter 2022 Version

Interpersonal Frequency Privacy Policy Effective: 9/1/2018 1
- Information We Collect 2
  - Non-Personally-Identifying Information 2
  - Personally-Identifying Information 2
  - Information Collected for Others 2
  - Cookies 3
- How We Share the Information We Collect With Others 3
  - How to Access Your Information 3
  - Security Measures We Take to Protect Your Information 4
- Privacy Policy Is Subject to change 4

Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS 5
- Voice of Citizen® / Voice of Patron® Service 5
- Acceptable Use Policies 5
  - Use of the Services 5
  - Enforcement 6
  - Unauthorized Activities 6
- Your Representations 6
- Termination of Services 6
- Refund Policy 7
- Information and Intellectual Property Rights 7

Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT

REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that

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our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to

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contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).

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Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to Client ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations.
Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU

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WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any of these Terms or out Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to



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you in any form and you will have no further right to access any of the foregoing.

Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-454

Title:

Award RFP-604485-22/LNF - Term Contract for Chiller Water Systems to Johnson Controls, Inc., Orlando, in the annual estimated amount of $415,000.00 and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - Public Works/Facilities Management.

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-604485-22/LNF will provide for the preventive maintenance, repairs, and emergency services and replacement of worn or defective parts and devices for chilled water systems. Billing is per location except for Force Majeure emergencies which will be billed utilizing labor rates.

This project was publicly advertised, and the County received one (1) submittal in response to the solicitation. The Evaluation Committee consisted of Sandra Aganovic, Public Works, Facilities Contracts and Leasing Coordinator; Barry Allen, Public Works, Facilities/Fleet Division Manager and Bradley Stewart Public Works, Facilities Manager, evaluated the submittal. Consideration was given to experience, project understanding/approach and price. The Evaluation Committee recommends award of the project to the top ranked firm, Johnson Controls Inc., Orlando.

Authorization for services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect the date of the execution by the County and shall run for a period of two (2)

years. At the sole option of the County, may be renewed for three (3) successive periods not to exceed one (1) year each. The annual estimated usage amount is $415,000.00. Funds are available in Facilities Management General Fund 010560.530460 Item #4600105617.

Staff Recommendation:

Staff recommends that the Board award RFP-604485-22/LNF - Term Contract for Chiller Water Systems to Johnson Controls, Inc., Orlando 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

TABULATION

RFP No. 604485-22/LNF

Term Contract for Chilled Water Systems

RESPONSE DEADLINE: March 22, 2023 at 2:00 pm
Report Generated: Wednesday, March 22, 2023

Vendors

Vendor
Johnson Controls Inc. 6830 Shadow Ridge Dr. Suite 211 Orlando, FL 32812 407-739-9326 Michael Bryant Mike.bryant@jci.com

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

Recommendation

RFP No. 604485-22/LNF

Term Contract for Chilled Water Systems

RESPONSE DEADLINE: March 22, 2023 at 2:00 pm
Report Generated: Friday, April 7, 2023

Vendors

Vendor
Johnson Controls Inc. 6830 Shadow Ridge Dr. Suite 211 Orlando, FL 32812 407-739-9326 Michael Bryant Mike.bryant@jci.com

Johnson Controls					
Line Item	**Year 1**	**Quantity**	**Monthly**	**Unit Cost**	**Total**
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	$4,439.00	$53,268.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	$8,750.00	$105,000.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	$4,033.00	$48,396.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	$7,874.00	$94,488.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	$897.00	$10,764.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	$1,987.00	$23,844.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	$3,874.50	$46,494.00
	Total				**$382,254.00**

Line Item	Year 2	Quantity	Monthly	Unit Cost	Total
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	$4,773.00	$57,276.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	$9,442.00	$113,304.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	$4,371.00	$52,452.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	$8,467.00	$101,604.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	$964.50	$11,574.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	$2,137.00	$25,644.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	$4,166.00	$49,992.00
	Total				**$411,846.00**

Line Item	These labor rates utilized in cases of force majeure	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Hours Labor Rate for Journeyman Mechanic	1	Price per hour	$225.00	$225.00
2	Standard Hours Labor Rate for Apprentice Mechanic	1	Price per hour	$190.00	$190.00
3	Non-Standard/Emergency Hours Labor Rate for Journeyman Mechanic	1	Price per hour	$360.00	$360.00
4	Non-Standard/Emergency Hours Labor Rate for Apprentice Mechanic	1	Price per hour	$304.00	$304.00
	Total				**$1,079.00**

Tabulated by: Leticia Figueroa, Sr. Procurement Analyst (Posted 03/22/2023 @ 3:45 PM)
Recommendation/Intent to award to: Johnson Controls, Inc. – BCC award date: 05/09/2023 (Posted 04/07/2023 @ 11:00 AM)

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION

RFP No. 604485-22/LNF

Term Contract for Chilled Water Systems

RESPONSE DEADLINE: March 22, 2023 at 2:00 pm

Report Generated: Friday, April 7, 2023

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Sandra Aganovic	Contracts and Leasing Coordinator	Mar 24, 2023 7:02 AM
Barry Allen	Division Manager	Mar 23, 2023 9:03 AM
Bradley Stewart	Facilities Manager	Mar 28, 2023 9:23 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	35 *(35% of Total)*

Criteria	Scoring Method	Weight (Points)
Project Understanding/Project Approach	Points Based	35 *(35% of Total)*

Criteria	Scoring Method	Weight (Points)
Price Proposal	Points Based	30 *(30% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Sandra Aganovic	Barry Allen	Bradley Stewart	Total Score (Max Score 100)
Johnson Controls	100	95	95	**96.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Experience Points Based 35 Points (35%)	Project Understanding/Project Approach Points Based 35 Points (35%)	Price Proposal Points Based 30 Points (30%)	Total Score (Max Score 100)
Johnson Controls	35	31.7	30	**96.67**

INDIVIDUAL PROPOSAL SCORES

Johnson Controls

Experience | Points Based | 35 Points (35%)

Sandra Aganovic: 35

Experience in government and private sector

Barry Allen: 35

Large organization

Bradley Stewart: 35

Similar experience notated

Project Understanding/Project Approach | Points Based | 35 Points (35%)
Sandra Aganovic: 35
Proposal includes confirmation that the scope was clear and understood and that the vendor has sufficient staff to support the ongoing service needs and emergency calls.
Barry Allen: 30
Knowledgeable
Bradley Stewart: 30
Although not heavily detailed, Johnson controls stated they understand the scope and will be responsive and responsible.

Price Proposal | Points Based | 30 Points (30%)
Sandra Aganovic: 30
1
Barry Allen: 30
1
Bradley Stewart: 30
1

TERM CONTRACT FOR CHILLED WATER SYSTEMS
(RFP-604485-22/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **JOHNSON CONTROLS, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209, 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 complete preventative maintenance, repairs, and emergency services, and the replacement of worn or defective parts and devices for chilled water systems for Seminole County; and

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

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

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

Section 1. Materials and 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 Release 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 two (2) years. At the sole option of COUNTY, this Agreement 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 entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release 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 Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release 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 Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release 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 Release Orders as may be issued under this Agreement, within the time specified in the Release 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 Release Order is issued on a Fixed Fee basis, then the applicable Release 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 Release Orders.

Section 6. Payment and Billing.

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

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release 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 Release 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, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

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

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 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 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 Release 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 (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:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease Aggregate)
$1,000,000.00 (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:

Per Occurrence	$2,000,000.00
Personal & Advertising Injury Limit	$2,000,000.00
General Aggregate	$4,000,000.00
Products and Completed Operations Aggregate	$4,000,000.00
Pollution Liability	
Per Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

(3) 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.

(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 Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Johnson Controls, Inc.
P.O. Box 5981, X-81
Milwaukee, WI 53201

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.

ATTEST:

JOHNSON CONTROLS, INC.

_____
Witness

By:_____
CHRISTOPHER E. OSBORNE, 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

By:_____
TAMMY ROBERTS,
Procurement Administrator

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
GLK/lpk
12/13/22 4/13/23
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604485 (Johnson).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Scope of Services

Chilled Water Systems Services

1. **SCOPE OF WORK**:

1.1. To provide prompt and professional service to achieve optimum performance of chilled water systems throughout Seminole County for the Seminole County Facility Management (FM). This contract will have a continuing system of preventative maintenance to provide necessary, systematic, periodic service, maintenance and repairs to chilled water equipment listed in this contract for locations within the identified sites as portrayed within Attachment 1.

1.2. Contractor shall provide **COMPLETE** preventative maintenance, repairs, and emergency services and replacement of worn or defective parts and devices for chilled water systems covered by this contract and billed as portrayed in Part 4, Price Proposal, Part 1 of this contract. This contract is **INCLUSIVE** of all PM's, repairs, replacements, and emergency service excluding other acts of God which will then be billed utilizing labor rates in Part 4, Price Proposal, Part 2 of this contract. Refer to Attachments 1 to 3 for the locations, covered equipment, and services, respectively. Contractor shall provide all new parts and materials; necessary tools, equipment, supervision, and labor to complete the maintenance, repairs and upgrades of all covered items as per the manufacturers' recommendation to ensure full operations of the equipment. All parts or materials used must be of equal or better quality than original. It is the Contractors' responsibility to remove all replaced parts and **materials from site**.

2. **REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY's intent is to order from the CONTRACTOR all of the goods or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source. The COUNTY's requirements in this contract are estimated and there is no commitment by the COUNTY to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

3. **DEFINITIONS AND IDENTIFICATION**:

3.1. Call Back - Refers to a request which requires a check of covered equipment other than the regularly scheduled maintenance usually, during regular working hours.

3.2. Covered Equipment - The equipment for which services are to be provided under this contract. Covered Equipment is defined in Attachment 2 of this contract

3.3. Emergency Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Emergency call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and two (2) hours on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.

3.4. Nuisance Calls – Calls that are not due to a malfunction of one of the items listed as Covered Equipment or can be easily identified by the County's maintenance personnel.

3.5. Obsolete - No longer available (either used, new old stock, updated, upgraded or refurbished), etc.

3.6. Predictive Maintenance - An on-site diagnostic system that measures the actual usage of covered equipment with the aim of predicting failures before such failures occur, taking corrective action prior to any equipment malfunction and to be more cost effective. Such predictive maintenance, combined with scheduled preventive maintenance tasks will be done to ensure that components are adjusted, lubricated or replaced based on actual use and before performance deteriorates, to reduce downtime and inconvenience to the public and employees.

3.7. Preventive Maintenance (PM) - Scheduled maintenance inspections, tests, adjustments, cleaning and similar activities carried out with the intention of preventing malfunctions from occurring during operation.

3.8. Repair Labor - Includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure.

3.9. Repair Materials - Includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence. All Repair Materials are covered by the warranty as described herein.

3.10. Response Time - The time interval between when a dispatch operator receives a phone call from County to the time a service technician arrives on-site. Also, the time interval between the receipt of a call by the dispatch operator and the return call to County by Contractor's representative.

3.11. Routine Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Routine call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and next scheduled visit on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.

3.12. Upgrades/Updates - To improve the function/ability or to increase the value of the equipment or service.

3.13. Urgent Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Urgent call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and twenty-four (24) hours on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.

4. **GENERAL**:

The Contractor shall provide a monthly all-inclusive price for comprehensive maintenance and repair services to all equipment associated with the County's Chilled Water Plant Systems identified in Attachment 2. Equipment includes but is not limited to chillers, cooling towers, refrigerant monitors and pump sets (motors/pumps). The Chilled Water Plant Systems provide cooling for essential County facilities.

4.1. Equipment listed in this contract includes but is not limited to Attachment 2 and is for equipment of similar size, type, manufacturer and make that may require maintenance and repair. Original Equipment Manufacturers (OEM) include:

4.1.1. Carrier

4.1.2. Daikin (McQuay)

4.1.3. Trane

4.1.4. York

4.2. The following list of tasks, but not limited to, are required throughout the term of the contract. The Contractor shall provide the following services to the County:

4.2.1. Emergency repair services for the Chillers and related equipment on a twenty-four (24) hours/day, seven (7) days a week, 365 days/year basis

4.2.2. Routine monthly, quarterly, and annual Preventive and Predictive Scheduled Services

4.2.3. Preventive and Predictive Maintenance and Repair service

4.2.4. Optional chiller related equipment repair and services upon request

4.2.5. All labor, parts and material, equipment, software (including, but not limited to, all mechanical, electrical, and electronic parts that are part of the Chilled Water Plant system) and supplies incident to such services.

4.3. The chiller maintenance and repair services (collectively, the "Services") shall be provided in such a manner to:

4.3.1. Maintain all equipment in continuous, energy efficient, operating condition in accordance with each manufacturer's specifications or installed as-built deigned conditions, and industry standards. This is to include Cooling Tower water treatment to minimize make-up water usage.

4.3.1.1. Operate on not less than five (5) cycles of concentration is required for air- conditioning cooling tower makeup water having a total hardness of less than eleven (11) grams per gallon (gr/gal) (188 milligrams per liter [mg/L]), expressed as calcium carbonate

4.3.1.2. Operate on not less than three and a half (3.5) cycles of concentration is required for air- conditioning cooling tower makeup water having a total hardness equal to or exceeding eleven (11) gr/gal (188 mg/L), expressed as calcium carbonate

4.3.2. Ensure optimum temperature control and maximum conservation of energy.

5. **EQUIPMENT INSPECTION**:

5.1. Initial Equipment Inspection:

5.1.1. Upon award, the Contractor will be given thirty (30) days to review, assess and present a Condition Assessment Report (CAP) for all equipment listed in Attachment 2. Along with the CAP the contractor will also present proposals to the County for repairs to all deficient equipment that does not meet manufacturer specifications identified in the assessment report. All other equipment not identified as needing repairs will immediately become the responsibility of the contractor after which all repairs and maintenance cost will be completed by the contractor at no additional cost to the monthly all-inclusive price for the equipment. After repairs are completed to equipment identified in the CAP, likewise the responsibility for all future maintenance and repairs, will be once again the responsibility of the Contractor at no additional cost to the monthly all-inclusive price for the equipment. Subject to County's approval, the Contractor shall perform the work necessary to put the Covered Equipment in proper working condition as per the manufacturer's specifications. This work shall be done at the hourly rates offered in the Bid Item Response Form.

5.1.2. In the event, the County decides not to allow the Contractor or a third party to

repair the equipment identified in the CAP, the deficiency shall not be the responsibility of the Contract and the price of this contract shall be adjusted accordingly.

5.1.3. Insulation for Chilled Water System equipment and piping:

Visible insulation on the equipment and piping in the chilled water plants will be inspected during the initial equipment inspection. All insulation deficiencies will be included in the CAP with a proposal for repairs or re-insulation, as applicable.

5.1.4. Vibration suppression for the equipment and piping in the chilled water plants will be inspected during the initial inspection. All deficiencies will be included in the CAP with a proposal for repairs, as applicable.

5.1.5. All Applicable Locations - Cooling Tower Water Treatment

The water treatment is included in Contractor pricing. During the initial inspection the Contractor will determine if the chemical treatment equipment is still functional. Comparable replacement of water treatment controllers and devices will be provided by Contractor.

5.1.6. The County will provide the service records for the last year, if available. Equipment that has not had an eddy current test within the last three (3) years on the condensers side and five (5) years on the evaporator side, the Contractor is to include a proposal with the CAP.

5.2. Final Equipment Inspection:

5.2.1. Prior to contract expiration and/or termination, the Contractor shall within a minimum of forty-five (45) days assess and present a final CAP for all equipment listed in Attachment 2. The final CAP will document the condition of the equipment and components. In the event the County or the Contractor elect not to renew the contract, a final inspection of sixty (60) days prior to contract expiration shall apply.

5.2.2. In the event the County, decides not to allow the Contractor or a third party to repair any deficiency identified in the final CAP, the deficiency shall not be the responsibility of the Contractor.

5.2.3. Upon termination of the contract, the final CAP and the information therein shall be used by the County as a statement of fact to the condition of the equipment.

5.2.4. The final CAP shall serve as the established condition of the equipment in Attachment 2 for comparison to the initial CAP of the new replacement contract.

5.2.5. In the event the initial CAP of the new replacement contract contradicts the final CAP of this contract; the County shall determine if the findings are accurate and immediately notify the Contractor of this contract.

5.2.6. The Contractor of this contract shall be responsible for cost incurred by the County for non- disclosed deficient equipment in the final CAP that results with necessary repairs to the equipment identified in the initial CAP of the new replacement contract.

6. **QUALITY CONTROL**:

6.1. The Contractor’s performance and timely response to emergency service/repair calls shall be carefully monitored. Failure to adhere to the two (2) hours on site response time may give the cause to terminate or cancel the contract.

6.2. Complaints processed through the Purchasing Division are to be corrected within fourteen (14) days of formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints within fourteen (14) calendar days may result in the cancellation of this contract.

7. **CONTRACT ENFORCEMENT**:

7.1. In order to assure that Seminole County receives the quality of service and response necessary to ensure the comfort of the building tenants and achieve the maximum desired life cycle of the covered equipment, the Contract Administrator or their designated representative may impose adjustments to monthly maintenance charge to reflect the failure to perform in accordance with the contract.

7.2. Contractor agrees that the adjustment may be deducted from the monthly contract amount due, up to and including the full monthly contract price of the affected equipment.

7.3. After three (3) recorded like incidents within a twelve (12) month period, at any location receiving service under this contract, the Contractor shall be placed on written notice that each occurrence after that date will result in an adjustment per the schedule stated below. Where there is more than one piece of equipment at the location, the appropriate percentage will be deducted from the unit with the highest monthly amount.

7.4. Adjustments shall be based on the following schedule:

7.4.1. Late Response to emergency call backs (less than twenty-four (24) hours) will be adjusted ten percent (10%) of monthly charge per occurrence.

7.4.2. No Response to emergency call backs (greater than twenty-four (24) hours) will be adjusted twenty percent (20%) of the monthly charge per occurrence.

7.4.3. Non-performance will be adjusted ten percent (10%) of the monthly charge per occurrence.

Deduction for non-performance shall include but not limited to, similar failure of equipment more than three (3) times for a total down time of five (5) days per air cooled chillers and fourteen (14) days for water cooled chillers, excluding response time, occurring within a twelve (12) month period.

7.4.4. Late invoice exceeding forty-five (45) days after completion of work or incorrectly prepared invoices returned to the vendor for correction will be adjusted ten percent (10%) of invoice per occurrence

7.5. In as much as it is the desire of the County to avoid such deductions, and to encourage the Contractor's compliance with the contract, there will be a limit to the number of times non-compliances with the contract will be tolerated. The Contract Administrator or their designated representative may, upon written notice to the Contractor, double the amount of the adjustment after the third (3rd) repeat offense incurring an adjustment within the same twelve (12) month period.

8. **CONTRACTOR SERVICES AND RESPONSIBILITIES**:

The Contractor shall provide repair parts, equipment, and labor and regular or routinely scheduled periodic service and maintenance tasks, at a fixed price, as specified in this contract and attachments for the covered equipment. The scope of services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and pre-requisites, and all labor, parts and materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

8.1. Contractor shall monitor overall performance of the County's equipment, taking into consideration enhancement engineering, Contractor current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When Contractor identifies alterations, upgrades, retrofits, etc., which will benefit County, Contractor will suggest appropriate action.

8.2. Contractor shall provide competent supervision. Supervisor is required to be a State Licensed Mechanical Journeymen (unlimited tonnage) with a minimum of three (3) years of supervisory experience in the capacity of a State Licensed Mechanical Journeyman; and a minimum of three (3) years of chiller maintenance supervision of a large chiller service agreement (greater than five (5) chiller plants).

8.2.1. Supervisor must be factory trained to perform all types of repairs both minor and major on the chillers and associated equipment (pumps, motors, cooling towers and chillers).

8.2.2. Supervisor(s) assigned to this contract should be trained by the respective manufacturer of each chiller type listed in this contract at the time of award. If not, the supervisor(s) must have a minimum of five (5) years of experience supervising chiller service contracts of similar nature with various locations and equipment (greater than five (5)). Proof of training and/or experience should be submitted with the bid response but within three (3) days of the County's request e.g. certificates, resumes, etc.

8.3. Contractor shall utilize only experienced responsible people in the performance of work. Field mechanics/technicians are required to be a State Licensed Mechanical Journeymen (unlimited tonnage) with a minimum of three (3) years of field experience working on chillers and associated equipment in the capacity as a State Licensed Mechanical Journeyman.

8.4. Contractor shall maintain and have available, at all times, a minimum of one (1) supervisor and three (3) qualified service personnel (as detailed in Paragraph 8.3 above) to provide the services required under this contract. During the term of this contract, the Contractor will provide the names of the supervisor and five (5) service personnel to provide the services under this contract with their respective resumes, all relevant training certifications, and a copy of their licenses.

8.5. Contractor shall be responsible for notifying the Contract Administrator or their designated representative of any warranties or guarantees, and the terms contained therein covering replacement components.

8.6. Contractor shall be responsible for training on procedures to be taken when a chiller shuts down. Training will include what to look for and what steps should be taken before calling for service in order to reduce unnecessary call backs or nuisance calls.

The training should be done at least once a year or when requested by the Contract Administrator or their designated representative to train new personnel. The procedures shall be put in writing and provided to each security location for reference. However, this in no way relieves the Contractor of responding to call backs when requested.

8.7. Contractor shall ensure all personnel and subcontractors performing services for this contract have read and are familiar with the requirements of this contract. The Contractor shall document this requirement and provide to Contract Administrator or their designated representative.

8.8. Prior to the start of work on any assigned day, the service person must first report to the

Contract Administrator or their designated representative or sign in the building Security log book.

8.9. In the event a service person cannot be provided on the requested day, notification must be given to the Contract Administrator or their designated representative. If the normally assigned service person is not available, a backup service person must be obtained.

8.10. The work site shall always be left in a clean and orderly condition.

8.11. All employees of the Contractor shall always be considered the employees of the Contractor, under the Contractor's sole direction and not an employee or agent of Seminole County. Seminole County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of County. Removal of the Contractor's employee by the Contractor must be coordinated with Contract Administrator or their designated representative. Only the Contract Administrator or their designated representative, may direct the Contractor to remove one of its employees.

8.12. The services shall be provided only by qualified technicians utilizing only parts, materials, test equipment, tools, and techniques in conformity with the Chiller plants' published specifications and recommendations (or those substitutes approved in writing by the Contract Administrator or their designated representative).

9. **COUNTY'S RESPONSIBILITY**:

County warrants that, to the best of County's knowledge, all Covered Equipment is in good working condition and that County has given Contractor all information of which the County is aware concerning the condition of the Covered Equipment.

9.1. County shall comply with the following during the term of this contract:

9.1.1. Operate the Covered Equipment according to the manufacturer's recommendations.

9.1.2. Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by Contractor, including adequate space, electrical power, air conditioning, and humidity control.

9.1.3. Notify Contractor immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment.

9.1.4. Allow Contractor, upon notification to the Contract Administrator or their designated representative, to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Contractor can perform the services required under this contract.

9.2. County acknowledges that its failure to meet these obligations will relieve Contractor of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

10. **REFRIGERANT MANAGEMENT**:

10.1. Contractor will provide up to a maximum of $1,000.00 worth of refrigerant per machine per year and up to a maximum of $1,000.00 per occurrence towards refrigerant disposal costs.

10.2. The Contractor shall maintain records for all applicable equipment in compliance with EPA 40CFR Part 82, subpart F; Recycling and Emissions Reduction, and notify the Contract Administrator or their designated representative should any of the listed equipment pose a potential non-compliance event. This documentation will be

maintained for the duration of this contract plus additional three (3) years after the contract's termination. The Contractor shall provide said documentation at the County's request for the purposes of demonstrating compliance or application for certification

11. **ACCESS**:

11.1. County shall give Contractor full access to all equipment that is either Covered Equipment or associated with it when Contractor requests such access. If access cannot be given, Contractor's obligations to the affected Covered Equipment under this contract shall be suspended until such access to the equipment is provided. Matters affecting Contractor's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by County with respect to equipment or to County's facility.

11.2. All Contractor employees shall wear a County furnished identification badge which shall be visible on the outside of their clothing. The identification badge shall include, as a minimum, the employee's name, recent photograph, and name of the Contractor. Upon execution of the contract the Contractor shall provide up to date background checks for all employees, including Project Manager and Alternate, except for those employees who will be working at the Juvenile Justice Center, Criminal Justice Center, Civil Courthouse, John E. Polk Correctional Facility and Public Safety Building. The SHERIFF'S OFFICE will provide badges for employees assigned to these facilities following background checks done by the Sheriff's Office. The SHERIFF'S OFFICE will obtain fingerprints and all individuals will complete Level 2, unescorted access, Security Awareness Training. Training is done remotely on either personal phone or a computer device. The exclusion of an employee for security reasons shall not relieve the Contractor of his responsibility to perform the services required under this contract.

12. **SERVICE HOURS**:

Except for emergency services, all services shall only be performed between 7:00 am to 5:00 pm, Monday through Friday, excluding County observed holidays (refer to Attachment 4). Only if required by the County, will preventative maintenance or scheduled services be performed outside of these hours at no additional cost. No Chiller Plant shall be taken offline or shut down without prior written or verbal consent of the Contract Administrator or their designated representative unless an emergency has been declared. Where applicable, each of Contractor's personnel shall sign in and out of the facility.

13. **EXCLUSIONS**:

Contractor's services under this contract do not include:

13.1. Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper.

13.2. Nuisance calls. As part of this contract, the Contractor will waive all fees for up to three (3) nuisance calls per site within a contract year. Afterwards, calls will be billed at Straight-time Hourly Rates – Field Mechanics/Technicians offered on Part 4, Price Proposal, Part 2 of this contract.

13.3. Service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Contractor.

13.4. The furnishing of materials and supplies for painting or refinishing equipment; service calls resulting from attachments made to Covered Equipment or other equipment not covered by this contract

13.5. The repair or replacement of obsolete parts, ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydraulic and pneumatic piping, and vessels, and removal

of oil from pneumatic piping.

13.6. Service calls resulting from the effects of natural decay, acid cleaning, or damage from unexpected or especially severe freezing weather, which is beyond what is prevented or preventable by Contractor's normal maintenance.

13.7. Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Contractor.

13.8. Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control, and service calls required because Contractor had previously been denied access to the equipment.

13.9. Disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the County even when removed from equipment or replaced by Contractor as provided by the terms of this contract. The County shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

13.10. The equipment list identifies starters and control panels. Contractor will cover unit mounted starters and factory OEM control panels on pump motors and chillers. All other controls are not included in this contract. All other starters are considered to be electrical equipment and not a part of this chilled water maintenance agreement because no amount of mechanical checks and services can prevent their electrical failure.

13.11. Service calls requested by the County for repairs not covered by this agreement, must receive written authorization from the County before any repairs are to begin. No Exceptions.

14. **COVERED REPAIR SERVICES RESPONSE TIME**:
The Contractor shall maintain, at all times, a twenty-four (24) hour/day, 365 days/year answering service to dispatch the Field mechanics/technicians to repair all reported Chiller plant failures. County will determine response time priorities, not contractor. Response Time protocol shall be as follows:

14.1. Emergency:
Initial response shall be within two (2) hours. Repair services shall begin immediately upon arrival and continuously, expeditiously, and aggressively pursue a solution until the failure is corrected and the equipment is operating properly to the satisfaction of the Contract Administrator or their designated representative. This is to include ordering, shipping and installing of parts and/or material.

14.2. Urgent:
Initial response shall be within twenty-four (24) hours. Repair services shall begin immediately upon arrival and continuously, expeditiously, and aggressively pursue a solution until the failure is corrected and the equipment is operating properly to the satisfaction of the Contract Administrator or their designated representative.

14.3. Routine:
Action shall be required at next scheduled visit. Repair services shall begin immediately upon arrival and continuously and aggressively pursue a solution until the failure is corrected and the equipment is operating properly within thirty (30) days to the satisfaction of the Contract Administrator or their designated representative.

14.4. All service repairs are to have a County issued work order number and a unique Contractor’s work order or reference number. No Exceptions.

14.5. Under no circumstances shall a mechanic/technician leave an on-site response when the chiller plant system is not working without contacting the Contract Administrator or their designated representative or to report the status of the work and/or to see if overtime is authorized to get the equipment in working order.

14.6. No travel time will be paid for any service call – emergency, urgent or routine services. Contractor should factor any cost of travel into base bid prices; no additional or separate charges will be accepted.

15. **REPORTING AND SCHEDULING**:
Contractor is to have Contract supervisor with contract decision making authority attend bi-weekly meeting with Contract Administrator or their designated representative and present the following reports:

15.1. Bi-weekly report:

15.1.1. Weekly Maintenance Schedule

15.1.2. Ongoing Project or repair status

15.1.3. Identified projects not yet proposed

15.1.4. Open and Completed repair ticket list. To include all service tickets. Any other facility- specific information as required by the County or the Contractor to facilitate the Services for the Chiller plants.

15.1.5. Meeting agenda

15.2. Monthly Service Delivery Report (SDR):

15.2.1. The Service Delivery Report (SDR) will be comprised of the Covered Equipment list, manufacturer and part numbers, in-service date, location and Preventive and Preventative Service Schedule for a twelve (12) month period with the additions of the following columns:

- Contractor and County Work Order number
- Scheduled services and completed services

15.2.2. This is to be tracked on an Excel spreadsheet and submitted to Contract Administrator or their designated representative monthly. The work orders for Preventive and Predictive Services from the County will be auto generated and incorporated into the Service Delivery Report. If scheduled work is not completed, and previous arrangements have not been made with Contract Administrator or their designated representative, payment could be withheld. Examples of a SDR can be provided upon request.

15.3. The Contractor must provide written proof that every “Service” in Section 17., Preventive and Predictive Service Schedule, was performed and was performed as per the schedule in Attachment 3. Proof must contain all readings documented, signed and a “check list” with any handwritten notes in an electronic file attached to each preventative maintenance service ticket.

15.4. All reports that are identified in the Reporting and Scheduling will be presented no later than thirty (30) days from the time the inspection or work is completed. Payment could be withheld if reports are not submitted.

16. **SERVICE DESCRIPTION**:
Work outlined in this section includes but is not limited to the equipment listed in Attachment 2 and is for equipment of similar size, type, manufacturer and make that may require maintenance

and repair. The following list of tasks is a general outline and shall not be construed as a complete listing of every task that may be required throughout the term of the resulting contract.

16.1. Service shall be all inclusive. The Contractor shall be able to support all editions of the Chiller Plant programming and troubleshooting software, including BACNET communication interface system, Modbus, Tane Tracer/SC and JCI N2. These systems are all industry standard systems.

16.2. All replacement parts must be 100% compatible with the Chiller plant being serviced or repaired.

16.3. Service and operate the Covered Equipment according to the manufacturer's recommendations.

16.4. The Contractor will provide upgrades and updates to hardware and software to include custom programming if needed. The standard shall be new technology for the cooperative legacy system.

16.5. Equipment Service:

16.5.1. Preventive Maintenance:
Preventive maintenance shall be performed in accordance with a computer-generated month-by-month program of standardized maintenance routines applied to the Seminole County supported Chiller Plant systems. This program is utilized by the Seminole County Facilities Management Division.

Contractor shall provide preventive maintenance in accordance with a program of routines as determined by manufacturer, equipment, application and location. The list of Chiller Plant related systems and/or devices under this contract are identified in the Attachment 2.

16.5.2. Component Replacement:
The Contractor will repair or replace failed or worn components with new or reconditioned components of compatible design to maintain the system in good operating condition. Reconditioned parts may be used when new parts are not available or when this is the only option. Components that no longer meet or exceed the manufactures specifications may be repaired or replaced in advance at the County’s discretion to prevent system failure. Exchanged parts become the property of the Contractor.

16.5.3. Call Documentation:
After each service call, a detailed, completed copy of the work order will be electronically sent via Adobe pdf to the County explaining findings and work performed and emailed to Seminole County. Following emailed service calls, Seminole County shall be furnished a documented report showing time, date, and a detailed description of activity. This report must be sent to Seminole County within forty-eight (48) hours.

17. **PREVENTIVE AND PREDICTIVE SERVICE SCHEDULE**:
Contractor shall provide the Contract Administrator or their designated representative or : condition and repair requirements (if any); records and reports of abnormal conditions, measurements taken, etc.; and review logs with the Contract Administrator or their designated representative for operational problems and trends.

17.1. Comprehensive Annual Inspection of Open and Hermetic Chillers (WCC-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

17.1.1. Lube System:
- 17.1.1.1. Megger oil pump motor and record readings.
- 17.1.1.2. Measure and record oil pump voltage and amperage.
- 17.1.1.3. Inspect the starter for signs of overheating, arcing, burns, etc.
- 17.1.1.4. Verify operation of oil cooling system, if applicable.
- 17.1.1.5. Tighten terminal connections on the oil pump motor.
- 17.1.1.6. Verify operation of the oil heater.
- 17.1.1.7. Change the compressor oil as needed when indicated by the oil analysis results.
- 17.1.1.8. Change the compressor oil filter.

17.1.2. Motor and Starter (Less than 600 Volts):
- 17.1.2.1. Clean starter cabinet.
- 17.1.2.2. Inspect starter and starter components for signs of discoloration, burns, moisture, etc.
- 17.1.2.3. Inspect wires for discoloration and burns.
- 17.1.2.4. Test accuracy of motor current (amp meter).
- 17.1.2.5. Test tightness of terminal connections.
- 17.1.2.6. Check dash pot oil and add as necessary.
- 17.1.2.7. Megger motor at the starter terminals; record readings.
- 17.1.2.8. Measure operating voltage and record.

17.1.3. Controls and Safety:
- 17.1.3.1. Inspect the control panel for cleanliness, control air leaks, etc.
- 17.1.3.2. Inspect wiring and connections for signs of overheating, burns.
- 17.1.3.3. Verify operation of the van control system:
- 17.1.3.4. Check for free and smooth operation.
- 17.1.3.5. Check mechanical linkages for wear and secureness.
- 17.1.3.6. Report accuracy of all gauges and thermometers (use masters).

17.1.4. Additional Tasks and/or Special Instructions:
- 17.1.4.1. Verify working condition of all indicator and alarm lights.
- 17.1.4.2. Verify operation of start, stop, and anti-recycle timers.
- 17.1.4.3. Test all flow switch cutouts (cw, chw), if applicable.
- 17.1.4.4. Verify operation of oil temperature and pressure controller(s).
- 17.1.4.5. Test high oil temperature switch.
- 17.1.4.6. Test high compressor discharge switch.
- 17.1.4.7. Test high suction temperature switch.
- 17.1.4.8. Test high discharge temperature switch.
- 17.1.4.9. Test low suction pressure switch.
- 17.1.4.10. Verify operation of automatic and manual capacity control.
- 17.1.4.11. Test the operation of all pump auxiliary contacts (chw, cw, oil, etc.), if applicable.

17.1.5. Coupling (Open Compressor Only):
- 17.1.5.1. Inspect area around coupling/gear for oil leaks, if applicable.
- 17.1.5.2. Lubricate coupling, if applicable.
- 17.1.5.3. Visually inspect coupling for abnormal conditions, if applicable.
- 17.1.5.4. Align shafts if required.

17.1.6. Shaft Sealing System (Open Compressor Only):
- 17.1.6.1. Verify operation of shaft sealing system.
- 17.1.6.2. Inspect shaft sealing system.

17.1.7. Compressor and Vessels:
- 17.1.7.1. Test for refrigerant leaks and report results.
- 17.1.7.2. Check refrigerant charge. Remove all refrigerant and verify unit is properly charged.
- 17.1.7.3. Replace filter/dryer in motor cooling line, if applicable.
- 17.1.7.4. Test the secureness of mounting points; tighten all major points.
- 17.1.7.5. Record refrigerant level.
- 17.1.7.6. Review machine operation with operator.
- 17.1.7.7. Log machine at departure.
- 17.1.7.8. Run complete interlocking circuit where possible.
- 17.1.7.9. Report machine condition and repair requirements (if any).

17.2. Quarterly Operational Inspection of Open and Hermetic Centrifugal

Chillers (WCC-Q3): The schedule service shall include:

17.2.1. System:
- 17.2.1.1. Run and record a complete test log on machine.
- 17.2.1.2. Verify capacity control reaction.
- 17.2.1.3. Verify operation of vane linkage.
- 17.2.1.4. Verify operation of flow switch.
- 17.2.1.5. Record refrigerant level as seen in sight glass.
- 17.2.1.6. Verify unit is meets or exceeds design refrigerant approach.
- 17.2.1.7. Verify unit is at designed chilled water flow.
- 17.2.1.8. Test complete interlocking circuit where possible.
- 17.2.1.9. Record oil level as seen in sight glass.
- 17.2.1.10. Run full load test if operating conditions permit.
- 17.2.1.11. Verify operation of purge pump.

17.2.2. Compressor and Vessels:
Test for refrigerant leaks and report results.

17.2.3. Starter (Less than 600 Volts):
Open starter cabinet; check starter contacts for signs of overheating, arcing, burns, discoloration, etc.

17.2.4. Coupling:
Inspect and report condition of motor coupling for wear and oil leaks.

17.2.5. Shaft Sealing System:
- 17.2.5.1. Inspect shaft sealing system for signs of wear or failure.
- 17.2.5.2. Verify operation of system.

17.2.6. Open Compressor Motor:
- 17.2.6.1. Clean and inspect motor ventilation ports.
- 17.2.6.2. Lubricate bearings when needed.
- 17.2.6.3. Inspect for abnormal vibration and noise.

17.2.7. Lube System:
- 17.2.7.1. Inspect oil pump starter enclosure for cleanliness, moisture, and signs of oil.
- 17.2.7.2. Inspect the starter for overheating, arcing, burns, etc.
- 17.2.7.3. Measure and record motor amperage.
- 17.2.7.4. Verify operation of the oil heater and oil cooler.
- 17.2.7.5. Confirm and record all operating temperatures, pressures, amperage, control panel readings, etc.

17.2.7.6. Upon completion, review machine operation with operator.
17.2.7.7. Report machine condition and repair requirements (if any).

17.3. Comprehensive Annual Inspection of Reciprocating Chillers and Standalone Compressors (ACC-A1): The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

17.3.1. Compressor(s):

17.3.1.1. Inspect vibration eliminators for secureness and damage.
17.3.1.2. Clean and flush cooling system, if applicable.
17.3.1.3. Verify setting of oil cooler water (valve) regulator, if applicable.
17.3.1.4. Test oil for acid, if applicable.
17.3.1.5. Change oil and filter element, if applicable.
17.3.1.6. Take oil sample for analysis, if applicable.
17.3.1.7. Tighten terminal connections at heater elements.
17.3.1.8. Test secureness of mounting points and tighten all major points.

17.3.2. Open Compressor (Only):

17.3.2.1. Lubricate motor bearings.
17.3.2.2. Clean motor air intake screens.
17.3.2.3. Lubricate coupling, if applicable.
17.3.2.4. Inspect motor windings and report condition.
17.3.2.5. Visually inspect coupling.
17.3.2.6. Align shafts as required.

17.3.3. Controls:

17.3.3.1. Inspect control center; clean and tighten connection; inspect components.
17.3.3.2. Verify operation of bypass valve.
17.3.3.3. Verify capacity control reaction.
17.3.3.4. Test low pressure cutout and record; calibrate if needed.
17.3.3.5. Test high pressure safety and record; calibrate if needed, if applicable.
17.3.3.6. Verify operation of cooling water (valve) regulator, if applicable.
17.3.3.7. Test freeze control cutout and record temperature, if applicable.
17.3.3.8. Verify operation of oil temperature control.
17.3.3.9. Test oil high temp cutout and record; calibrate if needed, if applicable.

17.3.4. Starter:

17.3.4.1. Inspect wire insulation for signs of overheating, burns, etc.
17.3.4.2. Megger motor at starter and record reading.
17.3.4.3. Measure operating amperage and record readings.
17.3.4.4. Clean enclosure.
17.3.4.5. Tighten terminal connections at starter.
17.3.4.6. Measure operating voltage and record readings.
17.3.4.7. Inspect starter for signs of wear, arcing, overheating, burns, etc.

17.3.5. Operational Test:

17.3.5.1. Run and record a complete test log on machine.
17.3.5.2. Verify refrigerant charge. Remove all refrigerant and verify unit is properly charged.
17.3.5.3. Verify oil level.
17.3.5.4. Verify superheat adjustment.
17.3.5.5. Inspect for vibrations and unusual noises in bearings, motors, etc.
17.3.5.6. Inspect moisture indicator for evidence of moisture.

17.3.5.7. Test accuracy of all pressure gauges.
17.3.5.8. Record compressor oil pressure.
17.3.5.9. Record compressor suction pressure.
17.3.5.10. Record compressor discharge pressure.

17.3.6. Coil Cleaning:
17.3.6.1. Clean listed coils using manufacturer recommended technique.
17.3.6.2. Clean listed coils using a spray washer
17.3.6.3. Clean area around unit for debris.
17.3.6.4. Perform system measurements before and after cleaning.

17.3.7. Compressor and Vessels:
17.3.7.1. Test for refrigerant leaks and report results.
17.3.7.2. Report machine condition and repair requirements.

17.4. Quarterly Inspection of Reciprocating Chillers and Standalone

Compressors (ACC-Q3): The schedule service shall include:
17.4.1. Compressor(s):
Verify setting of oil cooler water (valve) regulator, if applicable.

17.4.2. Open Compressor (Only):
17.4.2.1. Lubricate motor bearings.
17.4.2.2. Clean motor air intake screens.
17.4.2.3. Lubricate coupling, if applicable.
17.4.2.4. Inspect motor windings and report condition.
17.4.2.5. Visually inspect coupling.

17.4.3. Controls:
17.4.3.1. Verify operation of bypass valve.
17.4.3.2. Verify capacity control reaction.
17.4.3.3. Verify operation of oil temperature control, if applicable.
17.4.3.4. Verify operation of cooling water (valve) regulator, if applicable.

17.4.4. Starter:
17.4.4.1. Measure operating amperage and record readings.
17.4.4.2. Inspect starter for signs of wear, arcing, overheating, burns, etc.

17.4.5. Operational Test
17.4.5.1. Draw oil sample for analysis (2 times per year).
17.4.5.2. Run and record a complete test log on machine.
17.4.5.3. Verify refrigerant charge.
17.4.5.4. Verify oil level.
17.4.5.5. Verify superheat adjustment.
17.4.5.6. Inspect for vibrations and unusual noises in bearings. motors, etc.
17.4.5.7. Inspect moisture indicator for evidence of moisture.
17.4.5.8. Record compressor oil pressure.
17.4.5.9. Record compressor suction pressure.
17.4.5.10. Record compressor discharge pressure.
17.4.5.11. Check and record superheat, if applicable.
17.4.5.12. Check and record subcooling, if applicable.

17.4.6. Coil Cleaning:
17.4.6.1. Clean listed coils using manufacturer recommended technique.
17.4.6.2. Clean listed coils using a spray washer
17.4.6.3. Clean area around unit for debris.

17.4.6.4. Perform system measurements before and after cleaning.

17.4.7. Compressor and Vessels
17.4.7.1. Test for refrigerant leaks and report results.
17.4.7.2. Report condition and repair requirements (if any).

NOTE: The preceding inspection tasks will be completed when operating conditions permit.

17.5. Condenser Tube Cleaning (CDC-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

Contractor shall document chiller readings before and after cleaning.

NOTE: Should mechanically cleaning the tubes not remove all scale, Contract Administrator or their designated representative will be advised of the condition. Acid cleaning is not included in this schedule unless otherwise noted.

The schedule service shall include:
17.5.1. Valve off machine drain equipment.
17.5.2. Remove condenser heads
17.5.3. Remove division plate gasket, if applicable.
17.5.4. Check corrosion inhibitor anodes, if applicable.
17.5.5. Inspect condenser heads, tubes, and crown sheets for corrosion, scale and debris.
17.5.6. Report condition of condenser heads.
17.5.7. Report condition of crown sheets.
17.5.8. Mechanically clean tubes.
17.5.9. Replace division plate gaskets, if applicable.
17.5.10. Replace condenser head gaskets.
17.5.11. Check division plate gasket fit-up.
17.5.12. Reinstall condenser heads.

17.6. Condenser/Evaporator Water Treatment Services (CEWT-M12)
17.6.1. Provide all chemicals and deliver them to the point of use.
17.6.2. Provide written monthly treated water analysis reports.
17.6.3. Provide written raw treated water analysis reports.
17.6.4. Adjust chemical treatment as a result of the provided monthly reports.
17.6.5. Maintain the chemical feed and bleed equipment.
17.6.6. Additional Tasks and/or Special Instructions include the following:

17.6.6.1. Guarantee the condenser will remain free and clean of scale if kept running under normal operating conditions.
17.6.6.2. Install and inspect coupons semi-annually to test system corrosiveness.
17.6.6.3. Instruct the Customer of treatment application, analytical testing, and test results interpretation, and treatment program adjustments.

17.7. Comprehensive Annual Inspection of Cooling Tower (CT-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:
17.7.1. System:
17.7.1.1. Test mounting points for secureness and tighten if necessary.
17.7.1.2. Inspect all structural elements for corrosion and damage.
17.7.1.3. Inspect for scale buildup on eliminators.

17.7.1.4. Adjust float assembly, if necessary.
17.7.1.5. Clean sump and condenser strainers.
17.7.1.6. Test for secureness of guards, doors and panels.
17.7.1.7. Inspect spray orifice/nozzles.
17.7.1.8. Inspect system for leaks in piping, flange connections, etc.
17.7.1.9. Inspect heater elements for scale buildup.
17.7.1.10. Inspect wetted surfaces for algae or organic buildup, if applicable.
17.7.1.11. Tighten terminal connections on heater elements.
17.7.1.12. Verify operation of heaters.
17.7.1.13. Verify operation of dump valve and drain system, if applicable.

17.7.2. Controls:
17.7.2.1. Verify operation of the fan/damper load control systems.
17.7.2.2. Verify that overflow drain is clear.
17.7.2.3. Verify operation of water level probes, if applicable.
17.7.2.4. Verify operation of water feed and controls.
17.7.2.5. Verify operation of bleed system.
17.7.2.6. Verify operation of low ambient temperature control.
17.7.2.7. Verify operation of water treatment controls, if applicable.
17.7.2.8. Test low water level heater shutdown and record results.

17.7.3. Starter or Contactor:
17.7.3.1. Tighten terminal connections at starter.
17.7.3.2. Inspect wiring for secureness and damage, and record condition.
17.7.3.3. Measure operating amperage and record.
17.7.3.4. Inspect contacts for signs of wear, arcing, and overheating, etc. and record condition.
17.7.3.5. Measure operating voltage and record.

17.7.4. Cooling Tower Fan Motor(s):
17.7.4.1. Inspect wiring for secureness and damage.
17.7.4.2. Inspect for unusual noises in bearings, motors, etc.
17.7.4.3. Lubricate motor adjustment screws.
17.7.4.4. Inspect contacts for signs of wear, arcing, overheating, etc.
17.7.4.5. Megger motor (at starter) and record reading.

17.7.5. Fan(s) (Centrifugal Only):
17.7.5.1. Lubricate fan bearings.
17.7.5.2. Inspect pulley grooves and belts for alignment, wear, and tension.
17.7.5.3. Inspect fan wheel for free rotation, cracks, and alignment.
17.7.5.4. Replace belts, if applicable.

17.7.6. Fan(s) (Axial/Propeller Only):
17.7.6.1. Inspect pulley grooves and belts for alignment, wear, and tension, if applicable.
17.7.6.2. Inspect drive shaft, couplings, and bearings for wear, alignment, and secureness, if applicable.
17.7.6.3. Replace belts, if applicable.
17.7.6.4. Drain, flush and refill gear box, if applicable.
17.7.6.5. Inspect fan blade locking device for secureness.
17.7.6.6. Lubricate couplings and bearings.
17.7.6.7. Report condition of cooling tower and any repair requirements.

17.8. Quarterly Inspection of Cooling Tower (CT-Q3): The schedule

service shall include:

17.8.1. System:
- 17.8.1.1. Inspect all structural elements for corrosion and damage.
- 17.8.1.2. Inspect for scale buildup on eliminators.
- 17.8.1.3. Adjust float assembly, if necessary.
- 17.8.1.4. Clean sump and condenser strainers.
- 17.8.1.5. Inspect spray orifice/nozzles.
- 17.8.1.6. Inspect system for leaks in piping, flange connections, etc.
- 17.8.1.7. Verify operation of dump valve and drain system, if applicable.
- 17.8.1.8. Verify operation of heaters, if applicable.

17.8.2. Controls:
- 17.8.2.1. Verify that overflow drain is clear.
- 17.8.2.2. Verify operation of bleed system.
- 17.8.2.3. Verify operation of water feed and controls.
- 17.8.2.4. Verify operation of low ambient temperature control.

17.8.3. Cooling Tower Fan Motor(s):
- 17.8.3.1. Inspect for unusual noises in bearings, motors, etc.
- 17.8.3.2. Fan(s) (Centrifugal Only)
- 17.8.3.3. Lubricate fan bearings.
- 17.8.3.4. Inspect pulley grooves and belts for alignment, wear, and tension.
- 17.8.3.5. Inspect fan wheel for free rotation, cracks, and alignment.

17.8.4. Fan(s) (Axial/Propeller Only):
- 17.8.4.1. Inspect pulley grooves and belts for alignment, wear, and tension, if applicable.
- 17.8.4.2. Lubricate couplings and bearings.
- 17.8.4.3. Inspect fan blade locking device for secureness.
- 17.8.4.4. Measure gear box oil level as

needed. Report condition of cooling tower and

any repair requirements.

17.9. Cooling Tower Cleaning Services (CTC-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:
- 17.9.1. Valve off tower and drain.
- 17.9.2. Inspect all structural elements for corrosion and damage.
- 17.9.3. Inspect for scale buildup on eliminators.
- 17.9.4. Inspect system for leaks in piping, flange connections, etc.
- 17.9.5. Inspect condition of duct work for inside tower designs.
- 17.9.6. Test drain system.
- 17.9.7. Remove all debris.
- 17.9.8. Flush and clean hot water basin.
- 17.9.9. Flush fill.
- 17.9.10. Flush and clean cold water sump.
- 17.9.11. Clean float assembly.
- 17.9.12. Adjust float assembly, if necessary.
- 17.9.13. Clean strainer.
- 17.9.14. Fill system.
- 17.9.15. Run system to inspect spray nozzles.

17.9.16. Shut down system, clean nozzles as needed.
17.9.17. Pressure spray media as per manufacturer recommendations.

Report condition of cooling tower and any repair requirements.

17.10. Semi-Annual Spectrochemical Oil / Refrigerant Analysis (ORA-A1):
17.10.1. Sampling Procedure:
17.10.1.1. Run machine to circulate oil in sump.
17.10.1.2. Oil should be warm, not hot, form operation so as to obtain a representative sample.
17.10.1.3. Sample will be taken at a petcock installed on the oil line before the filter.
17.10.1.4. Provide an appropriate and clean container for the sample.
17.10.1.5. Provide a label indicating: machine manufacturer, model, oil type, run hours, and time elapsed since last sampling.

17.10.2. Analysis and Report:
17.10.2.1. Provide laboratory analysis to identify twenty metallic elements which are measured by
17.10.2.2. a direct reading spectrometer.
17.10.2.3. Identify water content which will be reported in ppm, detectable to less than 1 ppm.
17.10.2.4. Measure the viscosity of the sample at 40 degrees Celsius and report in centistokes.
17.10.2.5. Measure total acid number and report.
17.10.2.6. Provide a written report of all conditions and contents, to include:
17.10.2.7. Unicoi condition (normal, abnormal, critical).
17.10.2.8. Suitability of oil for continued use.
17.10.2.9. Recommendations for corrective action (if required). 18.10.2.10. Answers to specific questions submitted with the sample.

17.10.3. Refrigerant Analysis:
17.10.3.1. Provide Laboratory report to identify:
17.10.3.2. Acid Numbers
17.10.3.3. Moisture Content
17.10.3.4. High boiling Residue
17.10.3.5. Solids
17.10.3.6. Suitability for Continued Use

17.11. Comprehensive Annual Inspection Pump Set; pump and electric motor (PS-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:
17.11.1. System:
17.11.1.1. Inspect for vibrations, unusual noises, odors, etc.
17.11.1.2. Inspect mounting points for secureness and tighten.
17.11.1.3. Inspect packing; adjust to a slow drip if necessary, if applicable.
17.11.1.4. Inspect mechanical seal, if applicable.
17.11.1.5. Verify flow in sealing/flushing line, if applicable.
17.11.1.6. Lubricate coupling, if applicable.
17.11.1.7. Lubricate motor bearings.
17.11.1.8. Inspect system for leaks in piping, flange connections, etc.,

and record condition.
17.11.1.9. Lubricate pump bearings.
17.11.1.10. Inspect motor windings for dirt buildup. 18.11.1.11. Clean ventilation openings (grills and/or screens).

17.11.2. Visually inspect coupling, if applicable.
17.11.2.1. Starter or Contactor
17.11.2.2. Inspect wiring for secureness and damage, and record condition.
17.11.2.3. Megger motor at starter and record reading.
17.11.2.4. Clean enclosure.
17.11.2.5. Tighten terminal connections at starter.
17.11.2.6. Inspect contacts for signs of wear, arcing, overheating, etc., and record condition.
17.11.2.7. Measure operating amperage and record readings.

17.11.3. Operational Test
17.11.3.1. Inspect level in system expansion tank and record reading.
17.11.3.2. Record discharge pressure.
17.11.3.3. Measure operating voltage and record reading.
17.11.3.4. Test accuracy of all pressure gages.
17.11.3.5. Record suction pressure.
17.11.3.6. Report pump condition and repair requirements (if any).

17.12. Quarterly Inspection Pump Set; pump and electric motor (PS-Q3): The schedule service shall include:
17.12.1. System:
17.12.1.1. Inspect for vibrations, unusual noises, odors, etc.
17.12.1.2. Inspect packing; adjust to a slow drip if necessary, if applicable.
17.12.1.3. Inspect mechanical seal, if applicable.
17.12.1.4. Verify flow in sealing/flushing line, if applicable.
17.12.1.5. Lubricate coupling, if applicable.
17.12.1.6. Lubricate motor bearings.
17.12.1.7. Inspect system for leaks in piping, flange connections, etc., and record condition.
17.12.1.8. Lubricate pump bearings.
17.12.1.9. Inspect motor windings for dirt buildup. 18.12.1.10. Clean ventilation openings (grills and/or screens). 18.12.1.11. Visually inspect coupling, if applicable.

17.12.2. Starter or Contactor:
17.12.2.1. Inspect contacts for signs of wear, arcing, overheating, burns, etc., and record condition.
17.12.2.2. Measure operating amperage and record readings

17.12.3. Operational Test:
17.12.3.1. Inspect level in system expansion tank and record readings.
17.12.3.2. Record suction and discharge pressures.

Report pump condition and repair requirements (if any).

NOTE: The preceding inspection tasks will be completed when operating conditions permit.

17.13. Annual Inspection of Refrigeration Monitor (RM-A1):

17.13.1. Inspect end-of-sample-line filter(s) for dirt/dust build-up and replaced when necessary.
17.13.2. Test and calibrate sensor(s)

17.14. Vibration Diagnostics (VA-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:
17.14.1. Preparation Phase
17.14.1.1. The equipment will be running under load at the time of the analysis.
17.14.1.2. Contractor will provide a PC compatible microprocessor-based collector and field analyzer.
17.14.1.3. The data collector will be capable of instantaneous graphic/numerical readout of vibration signature.
17.14.1.4. Contractor will provide a qualified technician for data collection.
17.14.1.5. The technician will install non-invasive monitoring reference points prior to starting the analysis.
17.14.1.6. Set up data collector parameters based on machine specific frequency/amplitudes ranges, and alarm levels.

17.14.2. Data Collection Responsibilities:
17.14.2.1. Monitor and record operating current and full load amperage.
17.14.2.2. Determine running load as a percent of design load.
17.14.2.3. Collect vibration signatures at horizontal, vertical, axial machine locations to capture appropriate spectral components for specific chiller configuration.

17.14.3. Data Analysis of Results:
Compare machine vibration signature to model-specific failure norms to detect motor/electrical, mechanical, and hydraulic conditions and defect. Compare current data to prior diagnostic vibration samples to determine wear/failure trends, if samples are available.

17.14.4. The Report Phase:
17.14.4.1. Report imminent failure condition to the Contract Administrator or their designated representative verbally at time located.
17.14.4.2. A written failure of results and recommendations will be provided to the Contract Administrator or their designated representative.
17.14.4.3. The written report will be available within ten days and will include:
17.14.4.4. Written description of analysis procedures used to take readings.

17.14.5. Additional Tasks and/or Special Instructions:
17.14.5.1. Classifications of severity based on scale for centrifugal chiller.
17.14.5.2. Chiller identification data.
17.14.5.3. Vibration data for type of system, amplitude, orientation, and severity.
17.14.5.4. Analysis/results of specific findings based on chiller vibrations analysis.
17.14.5.5. Recommendations to include any specific actions warranted by the analysis.
17.14.5.6. Chiller measurement diagram showing diagnostic frequencies and measurement points.
17.14.5.7. Spectral plots indicating frequency, magnitude, and identification

of spectral peaks above threshold.

18. **WARRANTY**:

18.1. All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed to include a minimum one (1) year warranty from beneficial use against defects in materials and workmanship for work done under this contract and any Work Authorization issued thereunder from the date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates if repairs are required during that time.

18.2. The Contractor is required to expressly warrant all replacement parts are free from defects, warranted for their merchantability and meet performance specifications of the original equipment.

19. **INVOICES/PAYMENT**:

19.1. The Contractor must submit invoices to the County within thirty (30) calendar days of goods and/or services being provided. The invoices shall reflect standard service specified in the contract provided to the County in the prior month.

19.2. In addition, Contractor shall submit a separate invoice with purchase order number to the County department that has requested emergency or additional services not included in the routine preventative maintenance. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency or additional service. The invoice for emergency or additional services shall itemize labor (hours worked and labor rate) and parts, in addition to a full description of the work performed.

19.3. Failure to comply with the above requirements will result in return of invoices and delay of payment. The County may deduct ten percent (10%) of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice.

19.4. When and as applicable, monthly charges shall be pro-rated on a daily basis, using thirty (30) days per month as basis.

20. **LONG RANGE PLANNING**:

20.1. Contractor will leverage their knowledge and understanding of the customer's facilities and systems in order to provide long range budget planning and design support. This will be provided through the following tasks:

20.2. Analyze existing facilities and the condition of systems within each facility. Systems that will be analyzed include Facility Management Systems (85/40), Facility Management Systems (Metasys), Automatic Temperature Controls, Fire Detection/Management Systems, Security Management Systems, Intercom Systems, and Mechanical Systems and associated subsystems.

20.3. Based upon positive impact to the customer, propose budgetary scope and costing for system upgrades, retrofit, and replacement projects. These upgrades will address emerging environmental health and safety standards, energy conservation/alternate energy means, as well as evolving user change needs of the facilities.

20.4. Assist in the development of a long-range Facilities Master Plan consisting of budget planning, capital expenditures, and maintenance programs looking at facility requirements over an evergreen five (5) year time frame.

20.5. Assure the best use of the latest in systems technologies that will continue to contribute to the network approach to facilities management employed by the customer.

21. **OPTIONAL SERVICES**:

On occasion, the County may desire upgrades, updates, repair, replacement, enhancements, system expansions and/or assistance to do the following:

21.1. Upgrade, replace, enhance and/or expand systems covered in Attachment 1. In the event the Contractor discovers a unit requiring major repair not covered under this contract during the regularly scheduled maintenance, the Contractor will promptly notify the Contract Administrator or their designated representative. Contractor will only perform major repair work, modernization or upgrades as authorized by the Contract Administrator or their designated representative.

21.2. Certification Services:
The County may have the need of assistance for professional certifications. In these cases, the Contractor may be able to assist with applications, documentation, monitoring and verification, or other requirements. These certifications may include associations such as Energy Star, LEED, Green Buildings, AEE, ASHRAE or others.

21.3. Investigation Services:
The County may have need of services to determine and document improvements or modifications needed to correct a specific problem or issue that exists. These problems may be uncovered during Contractor's routine activities or may be discovered by the County during their normal activities. Some examples of these services may be air quality analysis, equipment load calculations, generator/switch gear testing, test and balance of air and/or water systems.

21.4. Written Estimates:

21.4.1. The Contractor agrees to provide the County with a written estimate for major repairs/modernization/upgrades within five (5) business days when requested. The estimate shall be based on the requirements of labor hours, parts, and materials, etc., for a specific repair job. Estimates shall be broken down by hours per repair person and a separate price for parts and materials. Estimated time for completion of repairs shall be included. Lump sum estimates shall not be accepted.

21.4.2. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Quotations shall remain firm for thirty (30) days. All estimate and quotation preparation shall be provided at no cost or obligation to the County.

21.4.3. The County reserves the right to competitively bid all work not specifically identified or authorized in these specifications.

22. **ADDITION/DELETION**:
Additional equipment and/or new locations may be added to this contract by **written notice** to the Contractor. The cost of the additional service (maintenance of additional equipment) will be derived from the cost of existing locations having the same or similar type of usage and equipment. Price will be mutually agreed upon by County and Contractor. Equipment may be deleted (in a similar manner) if service(s) is no longer required.

Attachment 1
Locations

	Site Name	Address
1	Seminole County Civil Courthouse	301 Park Ave North Sanford, FL 32772
2	John E. Polk Correctional Facility	211 Eslinger Way, Sanford, FL 32773
3	Seminole County Services Building	1101 E 1st St., Sanford FL 32772
4	Seminole County Criminal Justice Center	101 Eslinger Way, Sanford, FL 32773
5	Health Department in Sanford (HHS)	400 Airport Blvd, Sanford FL 32773
6	Central Branch Library	215 N Oxford Rd., Casselberry FL 32707
7	Public Safety Building	100 Eslinger Way, Sanford FL 32773

Attachment 2
Covered Equipment

Exhibit A

Site Name	MFG	Qty	Equipment Description
Seminole County Civil Courthouse 301 North Park Ave Sanford, FL 32772	Trane	2	Marley Cooling Tower to include fan and motor and gear box
		2	Chilled Water Motor/Pump to include related pressure switches and chilled water valve actuator
		2	Condenser Water Motor/Pump to include related pressure switch
		2	Trane RTHA Chiller to include compressor, motor, starter and control panel and tubes
		1	Condenser Water treatment equipment. Includes pumps, sensors and all related equipment.
		2	TACO Hot water pumps
John E. Polk Correctional Facility 211 Eslinger Way Sanford, FL 32773	York	2	Cooling Tower to include fan and motor
		3	Condenser Water Motor/Pump
		8	Chilled Water Motor/Pump to include related pressure switches
		3	Trane/York Chiller to include compressor, motor, starter and control panel
		4	TACO Hot water pumps
Seminole County Services Building 1101 East 1st Street Sanford, FL 32772	Trane	6	Trane CGA Chiller, to include compressors, fans, controls and motor
		6	Associated Pumps for CHW system to include related pressure switch
Criminal Justice Center 101 Eslinger Way Sanford, FL 32773	York	3	Baltimore Air Model #3612 Cooling Tower to include fan and motor and gear box isolation valves and actuators
		7	Chilled water Motor/Pumps to include related pressure switches
		4	Condenser Water Motor/Pump to include related pressure switches
		3	York Model #YTH3-CGE Chiller to include compressor, motor, starter and control panel and tubes
		1	Condenser Water treatment. Includes pumps, sensors and all related equipment.
Health Department in Sanford 400 West Airport Blvd. Sanford, FL 32773	Trane	1	Trane Air Cooled Chiller Model CGA to include pumps, compressors, fans, controls and motor
		1	Chilled water Motor/Pumps to include related pressure switches
Central Branch Library 215 North Oxford Street Casselberry, FL 32707	Trane	3	Trane WCPU SCWFP to include pumps, compressors, fans, controls and motor
		3	Water Motor/Pumps to include related pressure switches
		1	BAC cooling tower
Public Safety Building 100 Eslinger Way Sanford, FL 32773	Carrier	6	Chilled water Motor/Pumps to include related pressure switches
		3	Hot Water Motor/Pump to include related pressure switches
		3	Carrier Trane 30AX chiller to include compressor, motor, starter and control panel and tubes

Attachment 3
Scheduled Services

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
Seminole County Civil Courthouse	Trane	2	Marley Cooling Tower to include fan and motor and gear box	CT-A/CT-Q	1 and 3
		2	Chilled Water Motor/Pump to include related pressure switches and chilled water valve actuator	PS-A/PS-Q	1 and 3
		2	Condenser Water Motor/Pump to include related pressure switch	PS-A/PS-Q	1 and 3
		2	Trane RTHA Chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		1	Condenser Water treatment equipment. Includes pumps, sensors and all related equipment.	CEWT-M	12
		2	TACO Hot water pumps	PS-A/PS-Q	1 and 3
		4	Cooling tower cleaning	CTC-A	1
		1	Condenser water treatment	CEWT-M	12
		2	Condenser Tube Brushing	CDC-A	1
John E. Polk Correctional	York	2	Cooling Tower to include fan and motor	CT-A/CT-Q	1 and 3
		3	Condenser Water Motor/Pump	PS-A/PS-Q	1 and 3
		8	Chilled Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Trane/York Chiller to include compressor, motor, starter and control panel	WCC-A/WCC-Q	1 and 3
		4	TACO Hot water pumps	PS-A/PS-Q	1 and 3
		4	Cooling tower cleaning	CTC-A	1
		1	Condenser water treatment	CEWT-M	12
		2	Condenser Tube Brushing	CDC-A	1
		2	Chiller Vibration Analysis	VA-A	1
		2	Refrigerant Analysis	ORA-A	1
		2	Oil Analysis	ORA-A	1

EXHIBIT C
Scheduled Services

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
Seminole County Services Building	Trane	6	Trane CGA Chiller, to include compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		6	Associated Pumps for CHW system to include related pressure switch	PS-A/PS-Q	1 and 3
		1	Refrigerant Analysis	ORA-A	1
		1	Oil Analysis	ORA-A	1
Criminal Justice Center	York	3	Baltimore Air Model #3612 Cooling Tower to include fan and motor and gear box isolation valves and actuators	CT-A/CT-Q	1 and 3
		7	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		4	Condenser Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	York Model #YTH3-CGE Chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		1	Condenser Water treatment. Includes pumps, sensors and all related equipment.	CEWT-M	12
		3	Cooling tower cleaning	CTC-A	1
		3	Condenser Tube Brushing	CDC-A	1
		3	Chiller Vibration Analysis	VA-A	1
		3	Refrigerant Analysis	ORA-A	1
		3	Oil Analysis	ORA-A	1

EXHIBIT C
Scheduled Services

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
HHS Airport	Trane	1	Trane Air Cooled Chiller Model CGA to include pumps, compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		1	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		1	Oil Analysis	ORA-A	1
Central Branch Library	Trane	3	Trane WCPU SCWFP to include pumps, compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		3	Water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		1	BAC cooling tower	CT-A/CT-Q	1 and 3
		2	Oil Analysis	ORA-A	1
Public Safety Building	Carrier	6	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Hot Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Carrier Trane 30AX chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		3	Oil Analysis	ORA-A	1

Attachment 4
Seminole County Holidays

Legal holidays when most County buildings will be closed to the public, are as follows:

1 New Year's Day
2 Martin Luther's King Day
3 Memorial Day
4 Fourth of July
5 Labor Day
6 Thanskgiving Day and the Friday after Thanksgiving Day
7 Christimas Day

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	

SHIP TO	

VENDOR	

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

Johnson Controls					
Line Item	**Year 1**	**Quantity**	**Monthly**	**Unit Cost**	**Total**
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	$4,439.00	$53,268.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	$8,750.00	$105,000.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	$4,033.00	$48,396.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	$7,874.00	$94,488.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	$897.00	$10,764.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	$1,987.00	$23,844.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	$3,874.50	$46,494.00
	Total				**$382,254.00**

Line Item	**Year 2**	**Quantity**	**Monthly**	**Unit Cost**	**Total**
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	$4,773.00	$57,276.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	$9,442.00	$113,304.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	$4,371.00	$52,452.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	$8,467.00	$101,604.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	$964.50	$11,574.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	$2,137.00	$25,644.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	$4,166.00	$49,992.00
	Total				**$411,846.00**

Line Item	**These labor rates utilized in cases of force majeure**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	Standard Hours Labor Rate for Journeyman Mechanic	1	Price per hour	$225.00	$225.00
2	Standard Hours Labor Rate for Apprentice Mechanic	1	Price per hour	$190.00	$190.00
3	Non-Standard/Emergency Hours Labor Rate for Journeyman Mechanic	1	Price per hour	$360.00	$360.00
4	Non-Standard/Emergency Hours Labor Rate for Apprentice Mechanic	1	Price per hour	$304.00	$304.00

Agreement Name: Term Contract for Chilled Water Systems

Agreement Number: RFP-604485-22/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_____are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of_____, 20____.

_____
Consultant Name

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

STATE OF_____

COUNTY OF _____

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

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

E-Verify Affidavit
Revised 5/19/2021

File Number: 2023-468

Title:

Consider additional funding of $93,739 to increase the Clerk of Circuit Court & Comptroller transfer from the General Fund for the Clerk's salary study

Division:

Clerk of Court

Authorized By:

Grant Maloy, Clerk of the Circuit Court and Comptroller

Contact/Phone Number:

Jenny Spencer, Director, Comptroller and Clerk Finance / 407-665-7665

Background:

Following is the introduction from the attached Justification FY23 Budget Amendment Request:

In April 29, 2022, the Clerk of the Circuit Court and Comptroller (the "Clerk") presented the County Funded budget to the Board of County Commissioners (the "Board"). At the time of the budget submission, the Board was made aware that it is becoming increasingly difficult to hire and retain staff in the current market environment, given the Clerk's Office pay grades. When the budget was submitted the Clerk's Office was undergoing a Salary Study, performed by Evergreen Solutions, LLC, to adjust wages closer to market for certain positions.

Similar to the County, the Clerk's Salary Study revealed certain required wage adjustments for some of the positions in the Clerk's Office. The recommendations made by Evergreen Solutions, LLC were taken into consideration and modest adjustments were made during the adoption of the Clerk's annual budget on October 1, 2022. The adjustments made revealed the budget submitted to the Board on April 29, 2022, was understated by $93,739. The detail budget is attached that reflects the budget as originally submitted and as adopted on October 1, 2022.

The complete Justification from the Clerk is attached. If approved, a Budget Amendment Resolution (BAR) will be presented at a future meeting to transfer

$93,739 from General Fund Reserves into the Clerk's budgeted transfer.

Staff Recommendation:

Staff recommends the Board consider the request from the Clerk of the Circuit Court & Comptroller for additional funding of $93,739 for the Clerk's salary study.

Clerk of the Circuit Court and Comptroller
Seminole County

Justification for Fiscal Year 2023
Budget Amendment Request

On April 29, 2022, the Clerk of the Circuit Court and Comptroller (the "Clerk") presented the County Funded budget to the Board of County Commissioners (the "Board"). At the time of the budget submission, the Board was made aware that it is becoming increasingly difficult to hire and retain staff in the current market environment, given the Clerk's Office pay grades. When the budget was submitted the Clerk's Office was undergoing a Salary Study, performed by Evergreen Solutions, LLC, to adjust wages closer to market for certain positions.

Similar to the County, the Clerk's Salary Study revealed certain required wage adjustments for some of the positions in the Clerk's Office. The recommendations made by Evergreen Solutions, LLC were taken into consideration and modest adjustments were made during the adoption of the Clerk's annual budget on October 1, 2022. The adjustments made revealed the budget submitted to the Board on April 29, 2022, was understated by **$93,739**. The detail budget is attached that reflects the budget as originally submitted and as adopted on October 1, 2022.

County Recorder - Records Center

The duties of the Clerk as County Recorder are established by State law. As County Recorder, the Clerk's Office records the County's Official Records, which are comprised of deeds, mortgage documents, notice of commencements, liens, final judgments, military discharges, death certificates, probate documents, satisfaction of mortgages, court documents, land records, plats, maps, etc.

The County Recorder services are provided by the Records Center. Funding for the Records Center is substantially supported by fees collected, as required by State law, for performing those services. *Approximately 75% of the revenues for the Records Center are based on Real Estate activities.*

The fiscal year 2023 budget, approved by the Board, included funding of **$30,875** for the Records Center personnel services and operating expenditures, with the exception of the Records Center lease payment and related expenditures paid for by the County. The funding request was estimated with the presumption that the fees collected, for services provided by the Records Center, would be sufficient to cover personnel and operating costs for the Records Center, as they have in previous fiscal years.

Clerk of the Circuit Court and Comptroller
Seminole County

Justification for Fiscal Year 2023
Budget Amendment Request

County Recorder - Records Center, Continued

As the Federal Reserve Bank has increased interest rates seven (7) times during 2022, with additional increases expected in 2023, the Records Center has experienced approximately 35% reduction in revenues, primarily recording fees, due to significant reduction of real estate activities.

We are aware some other Clerk Offices may seek funding from their Board of County Commissioners for loss revenues in connection with their County Recorder functions. As part of cost containment measures, there are currently two vacancies in the Records Center, that have not been filled, due to decreased revenue, and will remain vacant until the volume warrants filling those positions.

The reduction in Recording Activities could potentially result in significant decrease of Excess Fees the Clerk's Office returns to the Board of County Commissioners at the end of fiscal year 2023.

CLERK OF THE CIRCUIT COURT & COMPTROLLER
SEMINOLE COUNTY
FY 22-23 BUDGET AMENDMENT REQUEST

	BCC Approved Budget Fiscal Year 22-23	Actual Budget Adopted On October 1st Fiscal Year 22-23	Budget Amendment Request Fiscal Year 22-23
Comptroller's Office and County Commission Records			
Personnel Services:			
Comptroller's Office	$ 1,684,857	$ 1,677,859	$ (6,998)
County Commission Records	296,546	306,270	9,724
Total Personnel Services and Related Benefits	1,981,403	1,984,129	2,726
Operating Expenditures			
Comptroller's Office	52,500	52,500	-
County Commission Records	14,600	14,600	-
	67,100	67,100	-
Other Operating Expenses:			
Valuation of OPEB (Other Post Employment Benefits)	35,000	35,000	-
Investment Custodian Fees	60,000	60,000	-
DebtBook - GASB 87 Leases & Disclosure Counsel	11,500	11,500	-
Professional Services for Financial Reporting	60,000	60,000	-
AP Automation Solution Maintenance	25,000	25,000	-
Total Other Operating Expenditures	191,500	191,500	-
Total Comptroller's Office & County Commission Records	2,240,003	2,242,729	2,726
Records Management:			
Personnel Services	28,352	29,373	1,021
Operating Expenditures	2,523	2,523	-
Total Records Management	30,875	31,896	1,021
Information Services Support:			
Personnel Services	703,201	729,679	26,478
Operating Expenditures	74,171	74,171	-
Communications	113,420	113,420	-
Maintenance Contracts	117,057	117,057	-
Professional Services	137,027	137,027	-
Capital Outlay	3,523	3,523	-
Total Information Services	1,148,399	1,174,877	26,478
Inspector General:			
Personnel Services	424,477	435,219	10,742
Operating Expenditures	11,635	11,635	-
Total Inspector General	436,112	446,854	10,742
Records Center Lease, Taxes & Maintenance:			
Records Center Building Lease	387,321	387,321	-
Records Center Property Taxes, Repairs & Maintenance	70,050	70,050	-
Capital Equipment	12,725	12,725	-
Total Records Center Lease and Related Expenditures	470,096	470,096	-
Administrative Support:			
Purchasing and Mail - Personnel and Operating	28,090	22,210	(5,880)
Administration and Clerk Finance - Personnel and Operating	415,840	470,549	54,709
Human Resources - Personnel and Operating	66,490	70,433	3,943
Total Administrative Support	510,420	563,192	52,772
Total	**$ 4,835,905**	**$ 4,929,644**	**$ 93,739**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-480

Title:

Expenditure Approval Lists dated April 11 and 18, 2023; Payroll Approval List dated April 13, 2023; and BCC Official Minutes dated March 28, 2023. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, Director

Contact/Phone Number:

Terri Porter/407-665-7663

Background:

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

Staff Recommendation:

Approve Expenditure Approval Lists dated April 11 and 18, 2023; Payroll Approval List dated April 13, 2023; and BCC Official Minutes dated March 28, 2023.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
May 9, 2023

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated April 11 and 18, 2023; and Payroll Approval List dated April 13, 2023.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated March 28, 2023.

B. RECEIVED AND FILED LISTING (For Information Only)

1	Amdmt #1 to W.O. #2 to RFP-3864-21/Connect Consulting
2	Amdmt #1 to W.O. #4 to PS-2101-18/HDR Engineering
3	Amdmt #1 to W.O. #57 to PS-1320-17/WSP USA Environment & Infrastructure
4	Amdmt #2 to W.O. #10 to PS-9742-14/Jacobs Engineering Group
5	Amdmt #2 to W.O. #5 to PS-0801-16/Geosyntec Consultants
6	Amdmt #2 to W.O. #9 to RFP-1932-18/Kimley-Horn and Associates
7	Amdmt #3 to W.O. #1 to PS-3679-21/DLR Group
8	Amdmt #3 to W.O. #16 to PS-2468-19/GAI Consultants
9	Amdmt #4 to W.O. #14 to PS-2468-19/GAI Consultants
10	Amdmt #4 to W.O. #20 to PS-1998-18/Environmental Consulting & Technology
11	Amdmt #4 to W.O. #8 to PS-2826-20/Atkins North America
12	Amdmt #4 to W.O. #9 to PS-2826-20/Moffatt & Nichol
13	Amdmt #5 to W.O. #6 to PS-1802-18/Kittleson & Associates
14	Amdmt #6 to W.O. #2 to RFP-1932-18/Kimley-Horn & Associates
15	Approval D.O. #23-30000013/1820 Viburnum Lane/Eddleston
16	Approval D.O. #23-30000015/Gritter/101 Caspian Cove
17	Approval D.O. #23-30000024/Valerie Herrel/1654 Chilean Lane
18	Approval D.O.s #22-30000060, Danziger, 402 South St./#23-30000003, Jimenez, 2805 Oranole Way/#23-30000004, Hariharasubramanian, 2082 Apalachicola Ln
19	Approval D.O.s #23-30000006, Hogan, 104 Crestwood/#23-30000008, Swift, 2838 Red Bug Lake/#23-30000009, Staines, 3484 Scout Lake
20	April 28, 2020 Closed Attorney-Client Session Transcript regarding River Cross Litigation
21	Bill of Sale Accepting Water & Wastewater/Cadence Park Ph 2 (Hidden Oaks Preserve)/M/I Homes of Orlando
22	Bill of Sale Accepting Water & Wastewater/Towns at Tuskawilla Commons/M/I Homes of Orlando
23	Bond Release/Cash Maintenance Bond/$551.14/Legacy at Sunbranch
24	Bond Release/Cash Maintenance Bond/$6,380/The Glen Academy
25	Bond Release/Maint Bond #0792507/$140,099.64/Chapman Pines
26	Bond Release/Maint Bond #2312670/$20,709.10/Integra Crossings
27	Bond Release/Maint Bond #3480387/$14,755/Enclave at Alafaya
28	Bond Release/Maint Bond #CMS342351/$47,131.27/Crestwood Estates
29	Bond Release/Maint Bond #SU1165937 (W&S)/$33,724.53/Landings at Hawk's Crest

30	Bond Release/Maint Bond #SU1168625 (Road)/$65,194.04/Landings at Hawk's Crest
31	Bond Release/Maint Bond #SUR0060735 (W&S)/$19,962.40/Hideaway Cove Ph3
32	Bond Release/Maint Bond #SUR0060736 (Road)/$128,941.56/Hideaway Cove Ph3
33	Bond Release/Performance Bond #1091053/$302,751.01/Bartram's Landing
34	Bond Release/Performance Bond #2297027/$711,739.60/Legacy Pointe
35	Bond Release/Performance Bond #CMS0343492/$110,429.78/Red Ember
36	Bond Release/Performance Bond #SEHNSU 0725849/$288,453/Balmy Beach
37	Bond Release/Performance Bond #SEHNSU 0725850/$344,765/Balmy Beach
38	Bond Release/Performance Bond #SUR0070735/$14,663.72/Lake Monroe Shores Townhomes
39	C.O. #1 to CC-4324-22/Central Florida Environmental Corp (CFE)
40	C.O. #1 to W.O. #6 to CC-3563-21/CFE Corp
41	C.O. #12 to DB-2551-19/Wharton-Smith
42	C.O. #6 to CC-3501-22/LaFleur Nurseries and Garden Center
43	DCA #22-20500013 Langford Villas PD/Kim Hall Fischer
44	ESG Subrecipient Agrmt PY 2022-2023/The Christian Sharing Center for Outreach/The Oasis (As approved by the BCC 7/27/21)
45	Executive Order #2023-014 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
46	Executive Order #2023-015 Extending Local Burn Ban Due to Drought-Like Weather Conditions
47	Executive Order #2023-016 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
48	Executive Order #2023-017 Extending Local Burn Ban Due to Drought-Like Weather Conditions
49	Executive Order #2023-018 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
50	Executive Order #2023-019 Extending a Local Burn Ban due to Drought-Like Weather Conditions
51	First Amdmt to CDBG Subrecipient Agrmt PY 22-23/Kathleen Anderson Comprehensive Work Center dba Inspire of Central Florida (As approved by the BCC 07/26/22)
52	First Amdmt to CDBG Subrecipient Agrmt PY 22-23/The Christian Sharing Center (As approved by the BCC 07/26/22)
53	First Amdmt to Conditional Utility Agrmt for Water and Wastewater/Paddock Way/DLC Paddock Way LLC
54	First Amdmt to IFB-603745-20/Medigreen Waste Services
55	First Amdmt to RFP-604314-22/Epic Engineering & Consulting
56	FPSC Order #PSC-2023-0103A-FOF-GU Issued 04/06/23
57	Litigation Expert Witness Services Agrmt/Seminole Co. vs Brandon Blake Case #2022-CC-4794/Dr. Amanda Grant, DVM
58	Maint Bond #1098658/$80,191.09/Towns at Tuskawilla Commons/M/I Homes of Orlando
59	Maint Bond #CMS0351902/$80,514.45/Cadence Park Ph 2/M/I Homes of Orlando
60	Maintenance Bond #1098659/$251,366.98/Towns at Tuskawilla Commons
61	Parks Contract (Tennis)/Caothang Nguyen
62	Parks Contract (Tennis)/Grace Sophia Hurt
63	Parks Contract/Erin Russell/Teresa Thomson/John Wiley

64	Parks Contract/Robert Massey
65	Performance Bond #CIC1904849/$242,283.38/Towns at Riverwalk (Townes of Lake Monroe)
66	Pet Rescue Agrmt/Bichon Frise (BFCA Charitable Trust)
67	PS-4626-22/Civil/Site Engineering (Ranking List approved by the BCC 02-28-2023)
68	Public Officer's Oath/Robert VonHerbulis/Contractor Examiner Board
69	Recording of Plats/Performance Bond #1098646/$1,404,796.72/Conestoga Park fka Cove at Sanford
70	Recording of Plats/Performance Bond #CMS0351899/$1,575,941.73/Red Ember South
71	Recording of Plats/Pine Hollow Point
72	RFP-604378-22/Petrotech Southeast
73	Second Amdmt to IFB-603865-20/Traffic Control Devices
74	Tourist Tax Funding Agrmt/Central Florida State Championship/Florida Diamond Sports Management
75	Tourist Tax Funding Agrmt/Easton Hype Series Select Super Nit/Florida Diamond Sports Management
76	Tourist Tax Funding Agrmt/Sunshine State Athletic Conference State Championship/Florida Collegiate Summer League
77	W.O. #22 to CC-3563-21/Carr & Collier
78	W.O. #23 to CC-3563-21/Central Florida Environmental Corp
79	W.O. #3 to RFP-3864-21/Connect Consulting
80	W.O. #4 to PS-4244-22/Southeastern Surveying & Mapping
81	W.O. #5 to PS-4244-22/WSP USA Environmental & Infrastructure
82	W.O. #77 to PS-1832-18/CDM Smith

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 4/5/23 Through 4/11/23

FUND	FUND TITLE		AMOUNT
00100	GENERAL FUND	$	725,146.17
00103	NATURAL LAND ENDOWMENT FUND		407.00
00104	BOATING IMPROVEMENT FUND		45,356.00
00108	FACILITIES MAINTENANCE FUND		66,167.40
00109	FLEET REPLACEMENT FUND		15,000.00
00110	ADULT DRUG COURT GRANT FUND		1,812.00
00112	MAJOR PROJECTS FUND		158,511.77
00127	COUNTY OF SEMINOLE SUPV ELECTN		15,638.86
10101	TRANSPORTATION TRUST FUND		45,572.24
10400	BUILDING PROGRAM		5,877.48
11000	TOURISM PARKS 1,2,3 CENT FUND		106,643.70
11001	TOURISM SPORTS 4 & 6 CENT FUND		378.00
11200	FIRE PROTECTION FUND		70,764.00
11400	COURT SUPP TECH FEE (ARTV)		31,315.37
11541	2001 INFRASTRUCTURE SALES TAX		15,658.27
11560	2014 INFRASTRUCTURE SALES TAX		125,576.22
11901	COMMUNITY DEVELOPMEN BLK GRANT		32,382.89
11908	DISASTER PREPAREDNESS		1,667.19
11917	LEISURE SERVICES GRANTS		100,566.46
11919	COMMUNITY SVC GRANTS		49,620.07
11930	RESOURCE MANAGEMENT GRANTS		1,134.00
11936	FEDERAL EMER RENTAL ASSISTANCE		1,500.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA		18,558.18
12023	SHIP AFFORDABLE HOUSING 22/23		1,113.00
12804	LIBRARY-IMPACT FEE		6,266.01
13100	ECONOMIC DEVELOPMENT		6,130.00
15000	MSBU STREET LIGHTING		2,899.42
16005	MSBU MILLS (LM/AWC)		170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)		85.00
16007	MSBU AMORY (LM/AWC)		85.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)		670.00
16020	MSBU HORSESHOE (LM/AWC)		275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)		75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)		200.00
16026	MSBU SPRING (LM/AWC)		200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)		75.00
16031	MSBU LAKE ASHER AWC		60.00
16036	MSBU HOWELL LAKE (LM/AWC)		500.00
16073	MSBU SYLVAN LAKE (AWC)		75.00
16077	MSBU LITTLE LK HOWELL/TUSK		75.00
16080	MSBU E CRYSTAL CHAIN OF LAKES		195.86
32100	NATURAL LANDS/TRAILS		3,138.53
32300	FIVE POINTS DEVELOPMENT FUND		9,742.67
40100	WATER AND SEWER FUND		554,230.64
40108	WATER & SEWER CAPITAL IMPROVEM		272,763.68
40201	SOLID WASTE FUND		139,961.26
50100	PROPERTY/CASUALTY INSURANCE FU		25,817.83
50200	WORKERS COMPENSATION FUND		11,351.54
50300	HEALTH INSURANCE FUND		5,404.01
60304	ANIMAL CONTROL		6,586.33
TOTAL REPORT		$	2,683,399.05

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
APRIL 11, 2023

CHECK SEQUENCE: CK #945210 - 945517

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 9TH DAY OF MAY, 2023.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 4/12/23 Through 4/18/23

FUND	FUND TITLE		AMOUNT
00100	GENERAL FUND	$	6,072,407.85
00103	NATURAL LAND ENDOWMENT FUND		1,071.00
00108	FACILITIES MAINTENANCE FUND		1,777.20
00110	ADULT DRUG COURT GRANT FUND		1,961.98
00111	TECHNOLOGY REPLACEMENT FUND		55,505.95
00112	MAJOR PROJECTS FUND		10,241.60
00127	COUNTY OF SEMINOLE SUPV ELECTN		21,340.36
10101	TRANSPORTATION TRUST FUND		119,559.40
10400	BUILDING PROGRAM		169,052.25
11000	TOURISM PARKS 1,2,3 CENT FUND		4,780.68
11001	TOURISM SPORTS 4 & 6 CENT FUND		2,461.11
11200	FIRE PROTECTION FUND		124,546.16
11400	COURT SUPP TECH FEE (ARTV)		27,208.84
11560	2014 INFRASTRUCTURE SALES TAX		533,935.62
11901	COMMUNITY DEVELOPMEN BLK GRANT		21,234.10
11916	PUBLIC WORKS GRANTS		12,399.96
11931	HOMELESSNESS GRANTS		65.30
11936	FEDERAL EMER RENTAL ASSISTANCE		971.10
11937	AMERICAN RESCUE PLN-SLFRF ARPA		75,437.65
12021	SHIP AFFORDABLE HOUSING 20/21		17,331.46
12022	SHIP AFFORDABLE HOUSING 21/22		1,800.00
12500	EMERGENCY 911 FUND		25,705.37
13100	ECONOMIC DEVELOPMENT		1,990.32
15000	MSBU STREET LIGHTING		90,396.74
16005	MSBU MILLS (LM/AWC)		600.66
16007	MSBU AMORY (LM/AWC)		253.66
16010	MSBU CEDAR RIDGE (GRNDS MAINT)		1,639.94
16013	MSBU HOWELL CREEK (LM/AWC)		248.16
16020	MSBU HORSESHOE (LM/AWC)		532.71
16021	MSBU MYRTLE (LM/AWC)		708.68
16023	MSBU SPRING WOOD LAKE (LM/AWC)		127.90
16024	MSBU LAKE OF THE WOODS(LM/AWC)		835.46
16025	MSBU MIRROR (LM/AWC)		252.28
16026	MSBU SPRING (LM/AWC)		274.67
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)		406.91
16028	MSBU BURKETT (LM/AWC)		216.23
16030	MSBU SWEETWATER COVE (LM/AWC)		3,007.33
16031	MSBU LAKE ASHER AWC		245.19
16032	MSBU ENGLISH ESTATES (LM/AWC)		314.88
16033	MSBU GRACE LAKE (LM/AWC)		294.99
16035	MSBU BUTTONWOOD POND (LM/AWC)		168.75
16036	MSBU HOWELL LAKE (LM/AWC)		656.50
16037	MSBU LK LINDEN (LM/AWC)		291.73
16073	MSBU SYLVAN LAKE (AWC)		444.92
16077	MSBU LITTLE LK HOWELL/TUSK		368.94
16080	MSBU E CRYSTAL CHAIN OF LAKES		1,577.94
32300	FIVE POINTS DEVELOPMENT FUND		123,184.75
40100	WATER AND SEWER FUND		161,305.40
40108	WATER & SEWER CAPITAL IMPROVEM		482,802.86
40201	SOLID WASTE FUND		356,770.13
40301	WEKIVA GOLF COURSE FUND		200.62
50100	PROPERTY/CASUALTY INSURANCE FU		32,711.69
50200	WORKERS COMPENSATION FUND		2,337.50
50300	HEALTH INSURANCE FUND		1,616,063.00
60303	LIBRARIES-DESIGNATED		36,667.50
60308	ADULT DRUG COURT		96.82
TOTAL REPORT		$	10,218,790.70

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
APRIL 18, 2023

CHECK SEQUENCE: CK #945518 - 945882

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 9th DAY OF MAY 2023.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 04/13/2023
Biweekly Payroll Ending: 04/08/2023

Check Numbers: **162125-162136**
Voided Check Number:

Net Expenditure Total: **$2,759,724.84**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 9th day of May 2023.

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Chairman

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-485

Title:

FY 2022/23 Midyear Fund Balance Amendment Resolution - Approve and authorize the Chairman to execute the FY 2022/23 Midyear Budget Amendment Resolution (BAR) 23-036 adjusting Countywide fund balances and associated revenues in the amount of $47,254,130.15. Countywide **(Timothy Jecks, Budget Division Manager/Deputy CFO)**

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown - CFO/Resource Management Director

Contact/Phone Number:

Sara Carrick, Financial Administrator 407-665-7180

Background:

As part of the County's annual financial management process, a Midyear budget amendment is submitted to reconcile Countywide beginning fund balance budgets to match the actual final ending fund balances from the prior year, as reported in the audited Annual Comprehensive Financial Report.

FUND BALANCE ADJUSTMENTS: The Primary purpose of this amendment will increase Countywide Fund Balances and associated revenues by $40.9M to reflect the actual available ending fund balance by fund for the fiscal year ending September 30, 2022. This amount represents 2.5% of the total County Budget.

RESERVE ADJUSTMENTS: This amendment will increase Countywide reserves by $58.7M, including $6.6M in the General Fund. A detailed report of current and amended reserves is attached.

MIDYEAR EXPENDITURE ADJUSTMENTS:

New Positions -

- **Veterinary Technician** - request a new (1 FTE) in Animal Services. Position is needed to keep up with the high volume of surgeries and medical treatments at the shelter.
- **Deputy Director of Leisure Services** - request a new (1 FTE) in Leisure Services.

Operating/Capital Adjustments -

- Fire Department personnel budget adjustment - $1M due to unanticipated disaster staffing costs, projected overtime expenses, and increases related to the timing of the collective bargaining agreement with Battalion Chiefs.
- Building Technology Upgrades (10400 Building Fund) in the amount of $1.3M needed to consolidate existing software programs utilized by customers and staff.
- Close-out of existing projects- closing out 42 projects to reserves with a total budget of $22M. Most of these projects were in Environmental Services.
- Establish a $7M budget in the General Fund for Hurricane Ian debris costs, which will be moved from the Solid Waste fund and anticipated to be reimbursed substantially by FEMA

EXPLANATION OF MAJOR FUND BALANCE ADJUSTMENTS:

General Fund - a total fund balance adjustment of $6.7M due to Half Cent Sales Tax/State Revenue Sharing revenue coming in more than anticipated; additional Constitutional Officer Excess Fees received from Tax Collector; and personnel lapse.

Transportation Trust - a total fund balance adjustment of $2.3M due personnel and operating lapse.

Fire Protection Fund - a total fund balance adjustment of $4.7M due to operating savings and additional revenues, including ambulatory transports fees.

Infrastructure Sales Tax Fund - a total fund balance adjustment of $8.4M due to increased revenues and closeout of project budgets as part of the FY23 Carryforward process.

Water & Sewer Operating Fund - a total fund balance adjustment of $2.8M due to personnel and operating savings.

Solid Waste Operating Fund - a total fund balance adjustment of $1.2M due to operational savings.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the FY 2022/23 Midyear Budget Amendment Resolution (BAR) 23-036 adjusting Countywide fund balances and associated revenues in the amount of $47,254,130.15.



FY 2022/23 Midyear Fund Balance Adjustments

May 9, 2023

Agenda Item #19

BAR 23-036





OUTLINE

- Beginning Fund Balance Budgeting Process
- Midyear Budget Adjustments (BAR 23-036)
- General Fund Balance Reconciliation

Advertised in the Orlando Sentinel on May 4th 2023

BEGINNING FUND BALANCES

- Fund Balances are revenues collected in a prior period, which were not expended.
- FY23 Beginning Fund Balances are budgeted based on estimates before FY22 Ending Fund Balances were finalized.
- Fund Balances are reconciled to the figures reported in the Annual Comprehensive Financial Reports

See ACFR Reconciliation Report in Agenda Backup

MIDYEAR BUDGET ADJUSTMENTS

- BAR Total $47.3M
- Fund Balance Adjustments $41M (2.5%)
  - Enterprise Funds $7.6M (2.4%)
  - Fire Fund $4.7M (3.3%)
  - Sales Tax Fund $8.4M (3.9%)
  - General Fund $6.7M (1.8%)

See Summary of Adjustments in Agenda Backup

MIDYEAR BUDGET ADJUSTMENTS

- **Revenue Adjustments $6.3M**
  - FEMA $7M
  - Article V ($300K)
  - Other ($400K)
- **Expenditure Adjustments ($11.5M)**
  - Environmental Services Project Closeout ($21M)
  - Hurricane Ian Debris Expenditures $7M
  - Building Technology Upgrade Project $1.2M
  - 2 new FTEs (Veterinary Technician and Deputy Director Leisure Services)
  - Operating Contingency $423K
- **Reserve Adjustments $58.8M**

See Detail of Adjustments in Agenda Backup

GENERAL FUND RECONCILIATION

Reconciled to pg 24 of the 2022 ACFR

$90.2M	FY22 Ending Fund Balance
$83.5M	FY23 Beginning Fund Balance (Current Budget)
$6.7M	Midyear Adjustment
($25M)	FY23 Approved Project Carryfoward BAR 23-010
($7M)	FY23 Approved BARs from Reserves
$58M	FY23 Amended Reserve Budget
20%	Of General Fund Revenue Budget

PUBLIC COMMENT

Staff recommends the Board approve and authorize the Chairman to execute the FY 2022/23 Midyear Budget Amendment Resolution (BAR) 23-036 adjusting Countywide fund balances and associated revenues in the amount of $47,254,130.

FY23 MIDYEAR - SUMMARY OF ADJUSTMENTS

	AMOUNT
SOURCES-REVENUES	
FUND BALANCE ADJUSTMENTS	
GENERAL FUNDS	7,098,159
TRANSPORTATION FUNDS	2,491,839
FIRE FUNDS	4,663,206
INFRASTRUCTURE SURTAX	8,381,411
TRANSPORTATION IMPACT FEE	2,444,273
CAPITAL FUNDS	39,780
ENTERPRISE FUNDS	7,619,644
NON MAJOR FUNDS	8,233,987
FUND BALANCE ADJUSTMENTS Total	**40,972,298**
REVENUE ADJUSTMENTS	
HURRICANE IAN DEBRIS REIMBURSMENT	7,000,000
COURT TECHNOLOGY REVENUE REDUCTION	(314,344)
OTHER ADJUSTMENTS	(403,824)
REVENUE ADJUSTMENTS Total	**6,281,832**
SOURCES-REVENUES Total	**47,254,130**
EXPENDITURES	
EXPENDITURE ADJUSTMENTS	
NEW FTE ANIMAL SVC VET TECH	56,399
NEW FTE LEISURE DEPUTY DIRECTOR	127,818
HURRICANE IAN DEBRIS EXPENDITURES	7,000,000
BUILDING FUND TECHNOLOGY UPGRADES	1,215,553
ENVIRONMENTAL SVC PROJECT CLOSEOUT	(21,412,834)
FD PERSONNEL (1.5%) OT, FRS, AND CONTRACT	1,000,000
PROPERTY-LIABILITY CLAIMS BUDGET	696,021
GRANTS	(432,568)
OTHER ADJUSTMENTS	(182,205)
CONTINGENCY ADJUSTMENTS	**423,836**
EXPENDITURES Total	**(11,507,980)**
RESERVES	**58,762,110**
TOTAL USES	**47,254,130**

FY23 MIDYEAR - DETAIL OF ADJUSTMENTS

	AMOUNT
SOURCES-REVENUES	
FUND BALANCE ADJUSTMENTS	
GENERAL FUNDS	
00100 GENERAL FUND	6,714,324
00103 NATURAL LANDS ENDOWMENT FUND	(2,228)
00104 BOATING IMPROVEMENT FUND	(400,237)
00108 FACILITIES MAINTENANCE FUND	(5,374)
00109 FLEET REPLACEMENT FUND	34,076
00112 MAJOR PROJECTS FUND	142,227
12200 ARBOR VIOLATION TRUST FUND	(24,359)
12300 ALCOHOL/DRUG ABUSE FUND	131,082
13000 STORMWATER FUND	28,273
13100 ECONOMIC DEVELOPMENT	345,972
60301 BOCC AGENCY FUND	8,813
60303 LIBRARIES-DESIGNATED	76,807
60304 ANIMAL CONTROL	45,295
60305 HISTORICAL COMMISSION	3,490
TRANSPORTATION FUNDS	
10101 TRANSPORTATION TRUST FUND	2,300,737
10102 NINTH-CENT FUEL TAX FUND	132,214
10103 SUNRAIL OPERATIONS	(936)
10104 SIDEWALK FUND	59,824
FIRE FUNDS	
11200 FIRE PROTECTION FUND	4,680,641
11200 WINTER SPRINGS IMPACT FEES	(17,907)
11201 FIRE PROTECT FUND- REPLACE & RENEW	471
INFRASTRUCTURE SURTAX	
11500 1991 INFRASTRUCTURE SALES TAX FUND	(92,585)
11560 2014 INFRASTRUCTURE SALES TAX FUND	8,473,996
TRANSPORTATION IMPACT FEE	
12601 ARTERIAL IMPACT FEE FUND(12-31-21)	831,274
12602 NORTH COLLECTOR IMPACT FEE (EXP)	(2,722)
12603 WEST COLLECTOR IMPACT FEE (EXP)	363
12604 WAST COLLECTOR IMPACT FEE (EXP)	(1,139)
12606 MOBILITY FEE CORE DISTRICT	501,886
12607 MOBILITY FEE RURAL DISTRICT	55,500
12608 MOBILITY FEE SUBURBAN EAST	1,187,259
12609 MOBILITY FEE SUBURBAN WEST	(128,148)
CAPITAL FUNDS	
30600 INFRASTRUCTURE IMPRO FUND	840
32100 NATURAL LANDS/TRAILS	39,735
32200 COURTHOUSE PROJECTS FUND	(795)
ENTERPRISE FUNDS	
40100 WATER AND SEWER FUND	2,831,919
40102 CONNECTION FEES - WATER	128,563
40103 CONNECTION FEES - SEWER	1,268,907

FY23 MIDYEAR - DETAIL OF ADJUSTMENTS

	AMOUNT
40108 WATER & SEWER CAPITAL IMPROVE	2,232,177
40201 SOLID WASTE FUND	1,188,116
40204 LANDFILL MANAGEMENT ESCROW	(105,559)
40301 WEKIVA GOLF COURSE FUND	75,520
NON MAJOR FUNDS	
10400 BUILDING PROGRAM	1,090,553
11000 TOURISM PARKS 1,2,3 CENT FUND	1,625,000
11001 TOURISM SPORTS 4 & 6 CENT FUND	950,871
11400 COURT SUPP TECH FEE (ART V)	314,344
12302 TEEN COURT	(19,466)
12500 EMERGENCY 911 FUND	673,713
12801 FIRE/RESCUE - IMPACT FEE	(167,111)
12802 LAW ENFORCEMENT - IMPACT FEE	2,462
12804 LIBRARY - IMPACT FEE	197,524
12805 DRAINAGE-IMPACT FEE	323
15000 MSBU LIGHTING	38,315
15100 MSBU RESIDENTIAL SOLID WASTE	393,277
16000 MSBU PROGRAM	202,995
16005 MSBU MILLS (LM/AWC)	31,955
16006 MSBU PICKETT AQUATIC (LM/AWC)	17,850
16007 MSBU ARMORY (LM/AWC)	10,562
16010 MSBU CEDAR RIDGE (GRNDS MAINT)	5,649
16013 MSBU HOWELL CREEK (LM/AWC)	(948)
16020 MSBU HORSESHOE (LM/AWC)	780
16021 MSBU MYRTLE (LM/AWC)	2,818
16023 MSBU SPRING WOOD LAKE (LM/AWC)	7,033
16024 MSBU LAKE OF THE WOODS (LM.AWC)	677
16025 MSBU MIRROR (LW/AWC)	7,214
16026 MSBU SPRING (LW/AWC)	4,149
16027 MSBU SPRINGWOOD WTRWY (LW/AWC)	7,155
16028 MSBU BURKETT (LM/AWC)	789
16030 MSBU SWEETWATER COVE (LM/AWC)	(6,677)
16031 MSBU LAKE ASHER AWC	1,947
16032 MSBU ENGLISH ESTATES (LM/AWC)	1,046
16033 MSBU GRACE LAKE (LM/AWC)	(1,342)
16035 MSBU BUTTONWOOD POND (LM/AWC)	1,768
16036 MSBU HOWELL LAKE (LM/AWC)	(8,266)
16073 MSBU SYLVAN LAKE (AWC)	1,986
16077 MSBU LITTLE LK HOWELL/TUSK	3,518
16080 MSBU E CRYSTAL CHAIN OF LAKES	(10,857)
50100 PROPERTY/CASUALTY INSURANCE FU	696,021
50200 WORKERS COMPENSATION FUND	433,759
50300 HEALTH INSURANCE FUND	1,722,601
FUND BALANCE ADJUSTMENTS Total	**40,972,298**

FY23 MIDYEAR - DETAIL OF ADJUSTMENTS

	AMOUNT
REVENUE ADJUSTMENTS	
HURRICANE IAN DEBRIS REIMBURSMENT	7,000,000
COURT TECHNOLOGY REVENUE REDUCTION	(314,344)
OTHER ADJUSTMENTS	(403,824)
REVENUE ADJUSTMENTS Total	**6,281,832**
SOURCES-REVENUES Total	**47,254,130**
EXPENDITURES	
EXPENDITURE ADJUSTMENTS	
NEW FTE ANIMAL SVC VET TECH	56,399
NEW FTE LEISURE DEPUTY DIRECTOR	127,818
HURRICANE IAN DEBRIS EXPENDITURES	7,000,000
BUILDING FUND TECHNOLOGY UPGRADES	1,215,553
ENVIRONMENTAL SVC PROJECT CLOSEOUT	
00021726 OREGON ST/FM WM RELOCATES	(1,146,687)
00024814 SYSTEM WIDE DATA COLLECTION/MG	(300,000)
00065285 COUNTRY CLUB HEIGHT GRAV MAIN	(2,500,000)
00181605 YANKEE LAKE SURFACE WTP R&R	(2,437,405)
00195209 YANKEE LAKE WRF R&R	(3,190,793)
00195785 SER WTP R&R	(1,529,468)
00203203 APPLE VALLEY WELL REPLACEMENT	(150,000)
00203206 APPLE VALLEY TRANSMISSION MAIN	(371,823)
00227405 GWL RECLAIM PUMP STA R&R	(700,000)
00227420 PS GENERATOR IMP PROGRAM	(2,267,010)
00243505 INDIAN HILLS WTP R&R	(150,000)
00244604 LANDFILL GAS SYSTEM EXPANSION	(900,000)
00281204 GENERAL LANDFILL REFURBISHMENT	(500,000)
00283005 NE-NW RW SYSTEM OPTIMIZATION	(1,400,000)
01909102 OSCEOLA ROAD BORROW PIT	(82,000)
02008036 ONBASE - AUTOMATED PROCESS	(20,000)
02108043 ASR CONVERSION (POTABLE TO REC	(1)
02109026 LANDFILL FUEL ISLAND CANOPY	(350)
02109034 TRANSFER STATION SCALEHOUSE	(700,000)
02208024 WELL DEEPEN FEASILBILITY SER 3	(1,974,120)
02208028 FORCE MAIN CONNECT PS291/SER	(698,000)
02208031 MARKHAM WTP - LOX TANK	(300,000)
02208040 AMS TREX DEVICE COMM BCC	(1,453)
02208043 HACH SAMPLER	34
02209027 SOLID WASTE LADDER	(1,767)
02309019 FLARES AT LANDFILL	(91,990)
FD PERSONNEL (1.5%) OT, FRS, AND CONTRACT	1,000,000
PROPERTY-LIABILITY CLAIMS BUDGET	696,021

FY23 MIDYEAR - DETAIL OF ADJUSTMENTS

	AMOUNT
GRANTS	
EMPA GRANT TRUE UP	(5,000)
HOUSING STABILITY GRANT	(51,136)
NEIGHBORHOOD STABALIZATION GRANT	55,350
SANFORD HEALTH DEPT RENOVATION	(106,771)
SPRING HAMMOCK GRANT	(325,011)
OTHER ADJUSTMENTS	(182,205)
EXPENDITURE ADJUSTMENTS Total	**(11,931,816)**

CONTINGENCY ADJUSTMENTS

00103 NATURAL LAND ENDOWMENT FD	(2,228)
10103 SUNRAIL OPERATIONS	(936)
10104 SIDEWALK DEVELOPER FUND	59,824
11200 MAJOR PROJECTS FUND	142,227
11500 1991 INFRASTRUCTURE SALES TAX	(92,585)
12200 ARBOR VIOLATION TRUST FUND	(24,359)
12300 ALCOHOL/DRUG ABUSE FUND	131,082
12602 NORTH COLLECT IMPACT FEE (EXP)	(2,722)
12805 DRAINAGE - IMPACT FEE	323
60301 BOCC AGENCY FUND	8,813
60303 LIBRARY DONATIONS	76,807
60304 ANIMAL SVC DONATIONS	45,295
60305 HISTORICAL COMMISSION	3,490
MSBU FUNDS	78,805
CONTINGENCY ADJUSTMENTS Total	**423,836**

EXPENDITURES Total	**(11,507,980)**

RESERVES

RESERVE ADJUSTMENTS

GENERAL FUNDS	
00100 GENERAL FUND	6,603,993
00104 BOATING IMPROVEMENT FUND	(400,237)
00108 FACILITIES MAINTENANCE FUND	(5,374)
00109 FLEET REPLACEMENT FUND	34,076
13100 ECONOMIC DEVELOPMENT	315,972
TRANSPORTATION FUNDS	
10101 TRANSPORTATION TRUST FUND	2,316,227
10102 NINTH-CENT FUEL TAX FUND	132,214
FIRE FUNDS	
11200 FIRE PROTECTION FUND	3,544,001
11200 WINTER SPRINGS IMPACT FEES	(17,907)
INFRASTRUCTURE SURTAX	
11560 2014 INFRASTRUCTURE SALES TAX FUND	8,473,996

FY23 MIDYEAR - DETAIL OF ADJUSTMENTS

	AMOUNT
TRANSPORTATION IMPACT FEE	
12601 ARTERIAL IMPACT FEE (12-31-21)	831,274
12603 WEST COLLECT IMPACT FEE (EXP)	363
12604 EAST COLLECT IMPACT FEE (EXP)	(1,139)
12606 MOBILITY FEE CORE DISTRICT	501,886
12607 MOBILITY FEE RURAL DISTRICT	55,500
12608 MOBILITY FEE SUBURBAN EAST DIS	1,187,259
12609 MOBILITY FEE SUBURBAN WEST	(128,148)
CAPITAL FUNDS	
30600 INFRASTRUCTURE IMP OP FUND	840
32100 NATURAL LANDS/TRAILS	39,735
32200 COURTHOUSE PROJECTS FUND	(795)
ENTERPRISE FUNDS	
40100 WATER AND SEWER FUND	2,853,338
40102 CONNECTION FEES-WATER	128,563
40103 CONNECTION FEES-SEWER	1,268,907
40108 WATER & SEWER CAPITAL IMPROVEM	21,347,484
40201 SOLID WASTE FUND	3,464,224
40204 LANDFILL MANAGEMENT ESCROW	(105,559)
40301 WEKIVA GOLF COURSE FUND	75,520
NON MAJOR FUNDS	
11000 TOURISM PARKS 1,2,3 CENT FUND	1,625,000
11001 TOURISM SPORTS 4 & 6 CENT FUND	950,871
12302 TEEN COURT	(19,466)
12500 EMERGENCY 911 FUND	673,713
12802 LAW ENFORCEMENT-IMPACT FEE	2,462
12804 LIBRARY-IMPACT FEE	197,524
15000 MSBU STREET LIGHTING	38,315
15100 MSBU RESIDENTIAL SOLID WASTE	393,277
16000 MSBU PROGRAM	227,841
50200 WORKERS COMPENSATION FUND	433,759
50300 HEALTH INSURANCE FUND	1,722,601
RESERVE ADJUSTMENTS Total	**58,762,110**
RESERVES Total	**58,762,110**

FY23 MIDYEAR FUND ADJUSTMENTS

FUND	FUND BALANCE			BUDGET ADJUSTMENTS							
	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	FUND BALANCE ADJUSTMENT	FY23 CURRENT BUDGETED RESERVES	REVENUE ADJUSTMENT	TRANSFER IN ADJUSTMENT	TRANSFER OUT ADJUSTMENT	EXPENDITURE ADJUSTMENT	OPERATING RESERVE ADJUSTMENT	MID-YEAR RESERVE ADJUSTMENT	AMENDED RESERVES
GENERAL FUNDS											
00100 GENERAL FUND	90,184,615	83,470,291	6,714,324	51,222,740	6,893,229	28,273		7,031,832		6,603,993	57,826,733
00103 NATURAL LAND ENDOWMENT FUND	165,867	168,095	(2,228)					(2,228)		0	0
00104 BOATING IMPROVEMENT FUND	675,111	1,075,349	(400,237)	452,956						(400,237)	52,719
12200 ARBOR VIOLATION TRUST FUND	213,019	237,378	(24,359)					(24,359)		(0)	(0)
12300 ALCOHOL/DRUG ABUSE FUND	196,082	65,000	131,082					131,082		-	-
13000 STORMWATER FUND	28,273	-	28,273				28,273			0	0
13100 ECONOMIC DEVELOPMENT	870,429	524,457	345,972					30,000		315,972	315,972
REPLACEMENT FUNDS											
00108 FACILITIES MAINTENANCE FUND	1,396,342	1,401,716	(5,374)	529,938						(5,374)	524,564
00109 FLEET REPLACEMENT FUND	2,019,164	1,985,088	34,076	261,102						34,076	295,178
00112 BCC PROJECTS	6,812,659	6,670,432	142,227	-				142,227		0	0
AGENCY FUNDS											
60301 BOCC AGENCY FUND	46,813	38,000	8,813						8,813	-	8,813
60303 LIBRARIES-DESIGNATED	96,065	19,258	76,807						76,807	-	76,807
60304 ANIMAL CONTROL	188,988	143,693	45,295						45,295	-	45,295
60305 HISTORICAL COMMISSION	27,490	24,000	3,490						3,490	-	3,490
TOTAL GENERAL FUNDS	**102,920,916**	**95,822,756**	**7,098,159**	**52,466,736**	**6,893,229**	**28,273**	**28,273**	**7,308,554**	**134,405**	**6,548,429**	**59,149,571**
TRANSPORTATION FUNDS											
10101 TRANSPORTATION TRUST FUND	7,551,558	5,250,821	2,300,737	-			-	(15,490)		2,316,227	2,316,227
10102 NINTH-CENT FUEL TAX FUND	301,223	169,009	132,214	-						132,214	132,214
10103 SUNRAIL OPERATIONS	3,985	4,921	(936)	-				(936)		0	0
10104 SIDEWALK FUND	89,849	30,025	59,824	-				59,824		-	-
TOTAL TRANSPORTATION FUNDS	**7,946,615**	**5,454,776**	**2,491,839**	**-**	**-**	**-**	**-**	**43,397**	**-**	**2,448,441**	**2,448,441**
SALES TAX FUNDS											
11500 1991 INFRASTRUCTURE TAX FUND	25,365,920	25,458,505	(92,585)	-				(92,585)		0	0
11541 2001 INFRASTRUCTURE-COUNTY COMMI	15,087,480	15,087,480	-	2,170,092						-	2,170,092
11560 2014 INFRASTRUCTURE SALES TAX	134,310,831	125,836,835	8,473,996	8,254,280				-		8,473,996	16,728,276
11641 PUBLIC WORKS-INTERLOCAL AGREEMENT	5,000	5,000	-	-						-	-
TOTAL INFRASTRUCTURE SURTAX	**174,769,231**	**166,387,820**	**8,381,411**	**10,424,372**	**-**	**-**	**-**	**(92,585)**	**-**	**8,473,996**	**18,898,368**
TRANSPORTATION IMPACT/MOBILITY FEE FUNDS											
12601 ARTERIAL-IMPACT FEE	2,200,202	1,368,928	831,274							831,274	831,274
12602 NORTH COLLECTOR-IMPACT FEE	922,142	924,864	(2,722)					(2,722)		(0)	(0)
12603 WEST COLLECTOR-IMPACT FEE	74,346	73,983	363	5,100						363	5,463
12604 EAST COLLECTOR-IMPACT FEE	108,776	109,915	(1,139)	2,500						(1,139)	1,361
12606 MOBILITY FEE CORE DISTRICT	801,886	300,000	501,886	300,000						501,886	801,886
12607 MOBILITY FEE SUBURBAN EST DISTRICT	155,500	100,000	55,500	400,000						55,500	455,500
12608 MOBILITY FEE RURAL DISTRICT	2,187,259	1,000,000	1,187,259	3,000,000						1,187,259	4,187,259
12609 MOBILITY FEE SUBURBAN WEST DISTRICT	171,852	300,000	(128,148)	600,000						(128,148)	471,852
TOTAL TRANSPORTATION IMPACT FEES	**6,621,963**	**4,177,690**	**2,444,273**	**4,307,600**	**-**	**-**	**-**	**(2,722)**	**-**	**2,446,995**	**6,754,595**

FY23 MIDYEAR FUND ADJUSTMENTS

FUND	FUND BALANCE			BUDGET ADJUSTMENTS							
	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	FUND BALANCE ADJUSTMENT	FY23 CURRENT BUDGETED RESERVES	REVENUE ADJUSTMENT	TRANSFER IN ADJUSTMENT	TRANSFER OUT ADJUSTMENT	EXPENDITURE ADJUSTMENT	OPERATING RESERVE ADJUSTMENT	MID-YEAR RESERVE ADJUSTMENT	AMENDED RESERVES
FIRE FUNDS											
11200 FIRE PROTECTION FUND	46,802,890	42,122,249	4,680,641	21,164,323		471		1,137,111		3,544,001	24,708,325
11200 WINTER SPRINGS IMPACT FEES	2,688,743	2,706,650	(17,907)	2,706,650						(17,907)	2,688,743
TOTAL 11200 FIRE PROTECTION FUND	***49,491,634***	***44,828,899***	***4,662,735***	***23,870,973***	***-***	***471***	***-***	***1,137,111***	***-***	***3,526,094***	***27,397,068***
11201 FIRE PROT FUND-REPLACE & RENEW	471	-	471	-			471			-	-
TOTAL FIRE FUNDS	**49,492,104**	**44,828,899**	**4,663,206**	**23,870,973**	**-**	**471**	**471**	**1,137,111**	**-**	**3,526,094**	**27,397,068**
TOURISM FUNDS											
11000 TOURIST DEVELOPMENT FUND	4,701,757	3,076,757	1,625,000	2,780,167						1,625,000	4,405,167
11001 PROFESS SPORTS FRANCHISE TAX	1,825,871	875,000	950,871	714,085						950,871	1,664,955
TOTAL TOURISM FUNDS	**6,527,628**	**3,951,757**	**2,575,871**	**3,494,252**	**-**	**-**	**-**	**-**	**-**	**2,575,871**	**6,070,123**
DEVELOPMENT IMPACT FEE											
12801 FIRE/RESCUE-IMPACT FEE	1,132,889	1,300,000	(167,111)					(167,111)		0	0
12802 LAW ENFORCEMENT-IMPACT FEE	2,462	-	2,462	-						2,462	2,462
12804 LIBRARY-IMPACT FEE	355,181	157,658	197,524	-						197,524	197,524
12805 DRAINAGE-IMPACT FEE	7,323	7,000	323	-					323	-	323
TOTAL DEVELOPMENT IMPACT FEES	**1,497,856**	**1,464,658**	**33,198**	**-**	**-**	**-**	**-**	**(167,111)**	**323**	**199,986**	**200,309**
OTHER SPECIAL REVENUE FUNDS			**-**								
11400 COURT SUPP TECH FEE (ARTV)	413,127	98,783	314,344	-	(314,344)					-	-
12302 TEEN COURT	50,534	70,000	(19,466)	44,359						(19,466)	24,893
12500 EMERGENCY 911 FUND	4,673,585	3,999,872	673,713	2,979,662						673,713	3,653,375
10400 BUILDING PROGRAM	10,821,459	9,730,906	1,090,553	5,778,385				1,090,553		(0)	5,778,385

FY23 MIDYEAR FUND ADJUSTMENTS

FUND	FUND BALANCE			BUDGET ADJUSTMENTS							
	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	FUND BALANCE ADJUSTMENT	FY23 CURRENT BUDGETED RESERVES	REVENUE ADJUSTMENT	TRANSFER IN ADJUSTMENT	TRANSFER OUT ADJUSTMENT	EXPENDITURE ADJUSTMENT	OPERATING RESERVE ADJUSTMENT	MID-YEAR RESERVE ADJUSTMENT	AMENDED RESERVES
MUNICIPAL SVC BENEFIT UNIT (MSBU) FUNDS											
15000 MSBU STREET LIGHTING	738,315	700,000	38,315	325,000						38,315	363,315
15100 MSBU RESIDENTIAL SOLID WASTE	3,693,277	3,300,000	393,277	254,000						393,277	647,277
LAKE MANAGEMENT MSBU'S			-								
16000 MSBU PROGRAM	951,494	748,499	202,995	762,047				(24,845)		227,841	989,888
16005 MSBU MILLS (LM/AWC)	549,523	517,568	31,955						31,955	(0)	31,955
16006 MSBU PICKETT (LM/AWC)	442,850	425,000	17,850						17,850	-	17,850
16007 MSBU AMORY (LM/AWC)	19,431	8,869	10,562						10,562	-	10,562
16010 MSBU CEDAR RIDGE (GRNDS MAINT)	50,649	45,000	5,649						5,649	-	5,649
16013 MSBU HOWELL CREEK (LM/AWC)	10,821	11,769	(948)						(948)	(0)	(948)
16020 MSBU HORSESHOE (LM/AWC)	26,780	26,000	780						780	0	780
16021 MSBU MYRTLE (LM/AWC)	22,733	19,915	2,818						2,818	-	2,818
16023 MSBU SPRING WOOD LAKE (LM/AWC)	39,533	32,500	7,033						7,033	-	7,033
16024 MSBU LAKE OF THE WOODS(LM/AWC)	109,548	108,871	677						677	0	677
16025 MSBU MIRROR (LM/AWC)	79,907	72,693	7,214						7,214	-	7,214
16026 MSBU SPRING (LM/AWC)	176,078	171,929	4,149						4,149	(0)	4,149
16027 MSBU SPRINGWOOD WTRWY (LM/AWC)	53,940	46,785	7,155						7,155	-	7,155
16028 MSBU BURKETT (LM/AWC)	70,329	69,540	789						789	-	789
16030 MSBU SWEETWATER COVE (LM/AWC)	22,801	29,478	(6,677)						(6,677)	-	(6,677)
16031 MSBU LAKE ASHER AWC	11,955	10,008	1,947						1,947	-	1,947
16032 MSBU ENGLISH ESTATES (LM/AWC)	10,161	9,115	1,046						1,046	-	1,046
16033 MSBU GRACE LAKE (LM/AWC)	21,658	23,000	(1,342)						(1,342)	0	(1,342)
16035 MSBU BUTTONWOOD POND (LM/AWC)	18,768	17,000	1,768						1,768	-	1,768
16036 MSBU HOWELL LAKE (LM/AWC)	411,734	420,000	(8,266)						(8,266)	-	(8,266)
16073 MSBU LAKE SYLVAN (AWC)	114,862	112,876	1,986						1,986	0	1,986
16077 MSBU LITTLE LK HOWELL/TUSK	15,204	11,686	3,518						3,518	-	3,518
16080 MSBU E CRYSTAL CHAIN OF LAKES	2,093	12,950	(10,857)						(10,857)	-	(10,857)
TOTAL LAKE MGT MSBU's	**3,232,852**	**2,951,051**	**281,801**	**762,047**	**-**	**-**	**-**	**(24,845)**	**78,805**	**227,841**	**1,068,693**
CAPITAL FUNDS											
30600 INFRASTRUCTURE IMP OP FUND	625,840	625,000	840	625,000						840	625,840
30700 SPORTS COMPLEX/SOLDIERS CREEK	-	-	-				-			-	-
32000 JAIL PROJECT/2005	-	-	-							-	-
32100 NATURAL LANDS/TRAILS	1,364,364	1,324,628	39,735	517,342						39,735	557,078
32200 COURTHOUSE PROJECTS FUND	270,107	270,902	(795)	11,000						(795)	10,205
TOTAL CAPTAL FUNDS	**2,260,310**	**2,220,530**	**39,780**	**1,153,342**	**-**	**-**	**-**	**-**	**-**	**39,780**	**1,193,123**
TOTAL GOVERNMENTAL ACTIVITIES	**375,659,772**	**345,159,498**	**30,500,274**	**105,860,729**	**6,578,885**	**28,744**	**28,744**	**9,292,352**	**213,534**	**27,573,273**	**133,647,536**

FY23 MIDYEAR FUND ADJUSTMENTS

FUND	FUND BALANCE			BUDGET ADJUSTMENTS							
	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	FUND BALANCE ADJUSTMENT	FY23 CURRENT BUDGETED RESERVES	REVENUE ADJUSTMENT	TRANSFER IN ADJUSTMENT	TRANSFER OUT ADJUSTMENT	EXPENDITURE ADJUSTMENT	OPERATING RESERVE ADJUSTMENT	MID-YEAR RESERVE ADJUSTMENT	AMENDED RESERVES
ENTERPRISE FUNDS											
WATER AND SEWER											
40100 WATER AND SEWER FUND	50,690,113	47,858,194	2,831,919	18,106,298				(21,420)		2,853,338	20,959,636
40102 CONNECTION FEES-WATER	2,978,563	2,850,000	128,563	3,200,000						128,563	3,328,563
40103 CONNECTION FEES-SEWER	12,768,907	11,500,000	1,268,907	13,831,000						1,268,907	15,099,907
40108 WATER & SEWER CAPITAL IMPROVEM	59,636,974	57,404,797	2,232,177	-				(19,115,307)		21,347,484	21,347,484
TOTAL UTILITIES - WATER AND SEWER	**126,074,557**	**119,612,991**	**6,461,566**	**35,137,298**	**-**	**-**	**-**	**(19,136,727)**	**-**	**25,598,293**	**60,735,591**
SOLID WASTE											
40201 SOLID WASTE FUND	29,539,790	28,351,674	1,188,116	9,739,848				(2,276,107)		3,464,224	13,204,072
40204 LANDFILL MANAGEMENT ESCROW	22,524,441	22,630,000	(105,559)	23,390,460						(105,559)	23,284,901
TOTAL SOLID WASTE	**52,064,231**	**50,981,674**	**1,082,558**	**33,130,308**	**-**	**-**	**-**	**(2,276,107)**	**-**	**3,358,665**	**36,488,973**
40301 WEKIVA GOLF COURSE FUND	842,644	767,124	75,520	68,894						75,520	144,414
TOTAL ENTERPRISE FUNDS	**178,981,433**	**171,361,789**	**7,619,644**	**68,267,606**	**-**	**-**	**-**	**(21,412,834)**	**-**	**29,032,478**	**97,368,977**
INTERNAL SERVICE FUNDS											
50100 PROPERTY/CASUALTY INSURANCE FU	4,546,021	3,850,000	696,021	3,317,354				696,021		-	3,317,354
50200 WORKERS COMPENSATION FUND	5,813,759	5,380,000	433,759	5,106,419						433,759	5,540,177
50300 HEALTH INSURANCE FUND	16,262,186	14,539,585	1,722,601	13,333,718						1,722,601	15,056,318
TOTAL INTERNAL SVC FUNDS	**26,621,966**	**23,769,585**	**2,852,381**	**21,757,490**	**-**	**-**	**-**	**696,021**	**-**	**2,156,359**	**23,913,850**
MISCELLANEOUS FUNDS											
11908 DISASTER PREPAREDNESS	-	-	-		(5,000)			(5,000)		-	-
11917 LEISURE SERVICES GRANTS	-	-	-		(325,011)			(325,011)		-	-
11920 NEIGHBOR STABIL PROGRAM GRANT	-	-	-		55,350			55,350		-	-
11931 HOMELESSNESS GRANTS					(51,136)			(51,136)		-	-
TOTAL MISCELLANEOUS FUNDS	**-**	**-**	**-**	**-**	**(325,797)**	**-**	**-**	**(325,797)**	**-**	**-**	**-**
GRAND TOTALS	**581,263,171**	**540,290,872**	**40,972,298**	**195,954,718**	**6,253,088**	**28,744**	**28,744**	**(11,750,258)**	**213,534**	**58,762,110**	**254,930,363**

ACFR FUND BALANCE RECONCILIATION

RECONCILED TO PAGES 24 & 25 OF THE FY22 ACFR	ACFR FUND EQUITY	ADJUST FOR NON-SPENDABLE ASSETS	ADJUST FOR INTERFUND LOANS	OTHER ADJUST	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	MID-YEAR ADJUSTMENT
GENERAL FUND							
00100 GENERAL FUND	100,583,634	(292,778)	(7,977,269)	(2,128,973)	90,184,615	83,470,291	6,714,324
00103 NATURAL LANDS ENDOWMENT FUND	165,867	-	-	-	165,867	168,095	(2,228)
00104 BOATING IMPROVEMENT FUND	675,111	-	-	-	675,111	1,075,349	(400,237)
00108 FACILITIES MAINTENANCE FUND	1,396,342	-	-	-	1,396,342	1,401,716	(5,374)
00109 FLEET REPLACEMENT FUND	2,019,164	-	-	-	2,019,164	1,985,088	34,076
00111 TECHNOLOGY REPLACEMENT FUND	1,574,832	-	-	-	1,574,832	1,574,832	-
00112 MAJOR PROJECTS FUND	6,812,659	-	-	-	6,812,659	6,670,432	142,227
12200 ARBOR VIOLATION TRUST FUND	213,019	-	-	-	213,019	237,378	(24,359)
12300 ALCOHOL/DRUG ABUSE FUND	196,082	-	-	-	196,082	65,000	131,082
13000 STORMWATER FUND	28,273	-	-	-	28,273	-	28,273
13100 ECONOMIC DEVELOPMENT	870,429	-	-	-	870,429	524,457	345,972
60301 BOCC AGENCY FUND	46,813	-	-	-	46,813	38,000	8,813
60302 PUBLIC SAFETY	-	-	-	-	-	-	-
60303 LIBRARIES-DESIGNATED	96,065	-	-	-	96,065	19,258	76,807
60304 ANIMAL CONTROL	188,988	-	-	-	188,988	143,693	45,295
60305 HISTORICAL COMMISSION	27,490	-	-	-	27,490	24,000	3,490
60307 4-H COUNSEL COOP EXTENSION	9	-	-	-	9	-	9
60308 ADULT DRUG COURT	384,184	-	-	-	384,184	-	384,184
60310 EXTENSION SERVICES PROGRAM	15,389	-	-	-	15,389	-	15,389
GENERAL FUND Total	**115,294,349**	**(292,778)**	**(7,977,269)**	**(2,128,973)**	**104,895,330**	**97,397,588**	**7,497,741**
TRANSPORTATION FUNDS							
10101 TRANSPORTATION TRUST FUND	8,337,449	(785,891)	-	-	7,551,558	5,250,821	2,300,737
10102 NINTH-CENT FUEL TAX FUND	301,223	-	-	-	301,223	169,009	132,214
10103 SUNRAIL OPERATIONS	3,985	-	-	-	3,985	4,921	(936)
10104 SIDEWALK FUND	89,849	-	-	-	89,849	30,025	59,824
TRANSPORTATION FUNDS Total	**8,732,506**	**(785,891)**	**-**	**-**	**7,946,615**	**5,454,776**	**2,491,839**
TRANSPORTATION IMPACT FEES							
12601 ARTERIAL IMPACT FEE FUND	2,200,202	-	-	-	2,200,202	1,368,928	831,274
12602 NORTH COLLECTOR IMPACT FEE (EXP)	922,142	-	-	-	922,142	924,864	(2,722)
12603 WEST COLLECTOR IMPACT FEE (EXP)	74,346	-	-	-	74,346	73,983	363
12604 WAST COLLECTOR IMPACT FEE (EXP)	108,776	-	-	-	108,776	109,915	(1,139)
12605 SOUTH CN IMPACT FEE	56	-	-	-	56	-	56
12606 MOBILITY FEE CORE DISTRICT	801,886	-	-	-	801,886	300,000	501,886
12607 MOBILITY FEE RURAL DISTRICT	155,500	-	-	-	155,500	100,000	55,500
12608 MOBILITY FEE SUBURBAN EAST	2,187,259	-	-	-	2,187,259	1,000,000	1,187,259
12609 MOBILITY FEE SUBURBAN WEST	171,852	-	-	-	171,852	300,000	(128,148)
TRANSPORTATION IMPACT FEES Total	**6,622,019**	**-**	**-**	**-**	**6,622,019**	**4,177,690**	**2,444,329**
INFRASTRUCTURE SURTAX							
11500 1991 INFRASTRUCT SALES TAX FUND	25,365,920	-	-	-	25,365,920	25,458,505	(92,585)
11541 2001 INFRASTRUCT SALES TAX FUND	15,087,480	-	-	-	15,087,480	15,087,480	-
11560 2014 INFRASTRUCT SALES TAX FUND	134,310,831	-	-	-	134,310,831	125,836,835	8,473,996
INFRASTRUCTURE SURTAX Total	**174,764,231**	**-**	**-**	**-**	**174,764,231**	**166,382,820**	**8,381,411**
FIRE FUNDS							
11200 FIRE PROTECTION FUND	47,282,744	(479,853)	-	-	46,802,890	42,122,249	4,680,641
11200 WINTER SPRINGS IMPACT FEES	2,688,743	-	-	-	2,688,743	2,706,650	(17,907)
11201 FIRE PROTECT FUND- REPLACE & RENEW	471	-	-	-	471	-	471
FIRE FUNDS Total	**49,971,958**	**(479,853)**	**-**	**-**	**49,492,104**	**44,828,899**	**4,663,206**

ACFR FUND BALANCE RECONCILIATION

RECONCILED TO PAGES 24 & 25 OF THE FY22 ACFR	ACFR FUND EQUITY	ADJUST FOR NON-SPENDABLE ASSETS	ADJUST FOR INTERFUND LOANS	OTHER ADJUST	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	MID-YEAR ADJUSTMENT
ENTERPRISE FUNDS							
40100 WATER AND SEWER FUND	423,544,629	(379,551,301)	-	6,696,785	50,690,113	47,858,194	2,831,919
40102 CONNECTION FEES - WATER	3,223,512	(244,948)	-	-	2,978,563	2,850,000	128,563
40103 CONNECTION FEES - SEWER	62,126,309	(49,357,401)	-	-	12,768,907	11,500,000	1,268,907
40105 WATER & SEWER BONS,SERIES	-	-	-	-	-	-	-
40106 2010 BOND SERIES	-	-	-	-	-	-	-
40107 WATER & SEWER DEBT SERVICE	14,008,275	-	-	-	14,008,275	14,008,275	0
40108 WATER & SEWER CAPITAL IMPROVE	84,452,044	(24,815,070)	-	-	59,636,974	57,404,797	2,232,177
40115 WATER & SEWER BOND SER 2015 A & B	-	-	-	-	-	-	-
40119 WATER & SEWER NOND SER 2019	-	-	-	-	-	-	-
40201 SOLID WASTE FUND	42,368,845	(37,532,872)	(1,625,000)	26,328,816	29,539,790	28,351,674	1,188,116
40204 LANDFILL MANAGEMENT ESCROW	22,524,441	-	-	-	22,524,441	22,630,000	(105,559)
40301 WEKIVA GOLF COURSE FUND	500,928	(7,635,552)	7,977,269	-	842,644	767,124	75,520
ENTERPRISE FUNDS Total	**652,748,983**	**(499,137,145)**	**6,352,269**	**33,025,601**	**192,989,708**	**185,370,064**	**7,619,644**
NON MAJOR FUNDS							
00101 POLICE EDUCATION FUND	240,119	-	-	-	240,119	25,500	214,619
00110 ADULT DRUG COURT GRANT FUND	-	-	-	-	-	-	-
10400 BUILDING PROGRAM	10,821,459	-	-	-	10,821,459	9,730,906	1,090,553
11000 TOURISM PARKS 1,2,3 CENT FUND	3,076,757	-	1,625,000	-	4,701,757	3,076,757	1,625,000
11001 TOURISM SPORTS 4 & 6 CENT FUND	1,825,871	-	-	-	1,825,871	875,000	950,871
11400 COURT SUPP TECH FEE (ART V)	413,127	-	-	-	413,127	98,783	314,344
11641 PUBLIC WORKS - INTERLOCAL AGREEMENT	5,000	-	-	-	5,000	5,000	-
11800 EMS TRUST FUND	15,093	-	-	-	15,093	-	15,093
12101 LAW ENFORCEMENT TST-LOCAL	874,597	-	-	-	874,597	-	874,597
12102 LAW ENFORCEMENT TST - JUSTICE	267,929	-	-	-	267,929	-	267,929
12103 LAW ENFORCEMENT TST - FEDERAL	193,256	-	-	-	193,256	-	193,256
12302 TEEN COURT	50,534	-	-	-	50,534	70,000	(19,466)
12500 EMERGENCY 911 FUND	4,673,585	-	-	-	4,673,585	3,999,872	673,713
12801 FIRE/RESCUE - IMPACT FEE	1,132,889	-	-	-	1,132,889	1,300,000	(167,111)
12802 LAW ENFORCEMENT - IMPACT FEE	2,462	-	-	-	2,462	-	2,462
12804 LIBRARY - IMPACT FEE	355,181	-	-	-	355,181	157,658	197,524
12805 DRAINAGE-IMPACT FEE	7,323	-	-	-	7,323	7,000	323
13300 17/92 REDEVELOPMENT TI FUND	589,125	-	-	-	589,125	592,000	(2,875)
15000 MSBU LIGHTING	738,315	-	-	-	738,315	700,000	38,315
15100 MSBU RESIDENTIAL SOLID WASTE	3,693,277	-	-	-	3,693,277	3,300,000	393,277
16000 MSBU PROGRAM	951,494	-	-	-	951,494	748,499	202,995
16005 MSBU MILLS (LM/AWC)	549,523	-	-	-	549,523	517,568	31,955
16006 MSBU PICKETT AQUATIC (LM/AWC)	442,850	-	-	-	442,850	425,000	17,850
16007 MSBU ARMORY (LM/AWC)	19,431	-	-	-	19,431	8,869	10,562
16010 MSBU CEDAR RIDGE (GRNDS MAINT)	50,649	-	-	-	50,649	45,000	5,649
16013 MSBU HOWELL CREEK (LM/AWC)	10,821	-	-	-	10,821	11,769	(948)
16020 MSBU HORSESHOE (LM/AWC)	26,780	-	-	-	26,780	26,000	780
16021 MSBU MYRTLE (LM/AWC)	22,733	-	-	-	22,733	19,915	2,818
16023 MSBU SPRING WOOD LAKE (LM/AWC)	39,533	-	-	-	39,533	32,500	7,033
16024 MSBU LAKE OF THE WOODS (LM.AWC)	109,548	-	-	-	109,548	108,871	677
16025 MSBU MIRROR (LW/AWC)	79,907	-	-	-	79,907	72,693	7,214
16026 MSBU SPRING (LW/AWC)	176,078	-	-	-	176,078	171,929	4,149
16027 MSBU SPRINGWOOD WTRWY (LW/AWC)	53,940	-	-	-	53,940	46,785	7,155
16028 MSBU BURKETT (LM/AWC)	70,329	-	-	-	70,329	69,540	789
16030 MSBU SWEETWATER COVE (LM/AWC)	22,801	-	-	-	22,801	29,478	(6,677)
16031 MSBU LAKE ASHER AWC	11,955	-	-	-	11,955	10,008	1,947
16032 MSBU ENGLISH ESTATES (LM/AWC)	10,161	-	-	-	10,161	9,115	1,046
16033 MSBU GRACE LAKE (LM/AWC)	21,658	-	-	-	21,658	23,000	(1,342)
16035 MSBU BUTTONWOOD POND (LM/AWC)	18,768	-	-	-	18,768	17,000	1,768

ACFR FUND BALANCE RECONCILIATION

RECONCILED TO PAGES 24 & 25 OF THE FY22 ACFR	ACFR FUND EQUITY	ADJUST FOR NON-SPENDABLE ASSETS	ADJUST FOR INTERFUND LOANS	OTHER ADJUST	FY22 ENDING FUND BALANCE	FY23 CURRENT BUDGETED FUND BALANCE	MID-YEAR ADJUSTMENT
16036 MSBU HOWELL LAKE (LM/AWC)	411,734	-	-	-	411,734	420,000	(8,266)
16073 MSBU SYLVAN LAKE (AWC)	114,862	-	-	-	114,862	112,876	1,986
16077 MSBU LITTLE LK HOWELL/TUSK	15,204	-	-	-	15,204	11,686	3,518
16080 MSBU E CRYSTAL CHAIN OF LAKES	2,093	-	-	-	2,093	12,950	(10,857)
21210 FIVE POINTS LINE OF CREDIT	1,409,777	-	-	-	1,409,777	-	1,409,777
22500 SALES TAX BONDS	1,001	-	-	-	1,001	-	1,001
30600 INFRASTRUCTURE IMPRO FUND	625,840	-	-	-	625,840	625,000	840
30700 SPORTS COMPLEX/SOLDIERS CREEK	94	-	-	-	94	-	94
32000 JAIL PROJECTS/2005	4,330	-	-	-	4,330	-	4,330
32100 NATURAL LANDS/TRAILS	1,364,364	-	-	-	1,364,364	1,324,628	39,735
32200 COURTHOUSE PROJECTS FUND	270,107	-	-	-	270,107	270,902	(795)
32300 FIVE POINTS DEVELOPMENT FUND	441,055	-	-	-	441,055	441,055	-
50100 PROPERTY/CASUALTY INSURANCE FU	1,664,835	-	-	2,881,186	4,546,021	3,850,000	696,021
50200 WORKERS COMPENSATION FUND	(896,228)	-	-	6,709,987	5,813,759	5,380,000	433,759
50300 HEALTH INSURANCE FUND	14,658,979	-	-	1,603,207	16,262,186	14,539,585	1,722,601
NON MAJOR FUNDS Total	**51,752,906**	**-**	**1,625,000**	**11,194,380**	**64,572,286**	**53,320,698**	**11,251,589**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
00100 GENERAL FUND			
REVENUES			
310 TAXES	(225,230,300)	(300,000)	(225,530,300)
320 PERMITS FEES & SPECIAL ASM	(110,300)		(110,300)
330 INTERGOVERNMENTAL REVENUE	(42,111,500)	(6,250,000)	(48,361,500)
340 CHARGES FOR SERVICES	(10,275,747)	(450,000)	(10,725,747)
350 JUDGEMENTS FINES & FORFEIT	(623,000)		(623,000)
360 MISCELLANEOUS REVENUES	(2,286,321)	106,771	(2,179,550)
380 OTHER SOURCES	(3,135,509)	(28,273)	(3,163,782)
399 FUND BALANCE	(83,470,291)	(6,714,324)	(90,184,615)
REVENUES Total	**(367,242,968)**	**(13,635,825)**	**(380,878,793)**
EXPENDITURES			
510 PERSONNEL SERVICES	52,632,620	184,217	52,816,837
530 OPERATING EXPENDITURES	45,184,739	6,846,777	52,031,516
540 INTERNAL SERVICE CHARGES	21,862,864		21,862,864
550 COST ALLOCATION (CONTRA)	(45,957,884)		(45,957,884)
560 CAPITAL OUTLAY	20,876,988	838	20,877,826
580 GRANTS & AIDS	11,133,049		11,133,049
590 INTERFUND TRANSFERS OUT	24,955,008	-	24,955,008
596 CONSTITUTIONAL TRANSFERS	185,332,844		185,332,844
599 RESERVES	51,222,740	6,603,993	57,826,733
EXPENDITURES Total	**367,242,968**	**13,635,825**	**380,878,793**
00101 POLICE EDUCATION FUND			
REVENUES			
340 CHARGES FOR SERVICES	(124,500)		(124,500)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(25,500)		(25,500)
REVENUES Total	**(150,000)**		**(150,000)**
EXPENDITURES			
596 CONSTITUTIONAL TRANSFERS	150,000		150,000
EXPENDITURES Total	**150,000**		**150,000**
00103 NATURAL LAND ENDOWMENT FUND			
REVENUES			
340 CHARGES FOR SERVICES	(50,000)		(50,000)
360 MISCELLANEOUS REVENUES	(12,500)		(12,500)
399 FUND BALANCE	(168,095)	2,228	(165,867)
REVENUES Total	**(230,595)**	**2,228**	**(228,367)**
EXPENDITURES			
530 OPERATING EXPENDITURES	212,165	(2,228)	209,937

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
560 CAPITAL OUTLAY	18,430		18,430
EXPENDITURES Total	**230,595**	**(2,228)**	**228,367**

00104 BOATING IMPROVEMENT FUND

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(55,000)		(55,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(1,075,349)	400,237	(675,111)
REVENUES Total	**(1,130,349)**	**400,237**	**(730,111)**
EXPENDITURES			
530 OPERATING EXPENDITURES	-		-
560 CAPITAL OUTLAY	650,349		650,349
580 GRANTS & AIDS	27,044		27,044
599 RESERVES	452,956	(400,237)	52,719
EXPENDITURES Total	**1,130,349**	**(400,237)**	**730,111**

00108 FACILITIES MAINTENANCE FUND

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(3,470,774)		(3,470,774)
399 FUND BALANCE	(1,401,716)	5,374	(1,396,342)
REVENUES Total	**(4,872,490)**	**5,374**	**(4,867,116)**
EXPENDITURES			
530 OPERATING EXPENDITURES	2,674,434		2,674,434
560 CAPITAL OUTLAY	1,668,118		1,668,118
599 RESERVES	529,938	(5,374)	524,564
EXPENDITURES Total	**4,872,490**	**(5,374)**	**4,867,116**

00109 FLEET REPLACEMENT FUND

REVENUES			
360 MISCELLANEOUS REVENUES	(100,000)		(100,000)
380 OTHER SOURCES	(1,537,363)		(1,537,363)
399 FUND BALANCE	(1,985,088)	(34,076)	(2,019,164)
REVENUES Total	**(3,622,451)**	**(34,076)**	**(3,656,527)**
EXPENDITURES			
530 OPERATING EXPENDITURES	-		-
560 CAPITAL OUTLAY	3,361,349		3,361,349
599 RESERVES	261,102	34,076	295,178
EXPENDITURES Total	**3,622,451**	**34,076**	**3,656,527**

00110 ADULT DRUG COURT GRANT FUND

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(1,383,781)		(1,383,781)
REVENUES Total	**(1,383,781)**		**(1,383,781)**
EXPENDITURES			
530 OPERATING EXPENDITURES	1,288,946		1,288,946
540 INTERNAL SERVICE CHARGES	94,835		94,835
EXPENDITURES Total	**1,383,781**		**1,383,781**

00111 TECHNOLOGY REPLACEMENT FUND

REVENUES			
340 CHARGES FOR SERVICES	(148,554)		(148,554)
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(422,244)		(422,244)
399 FUND BALANCE	(1,574,832)		(1,574,832)
REVENUES Total	**(2,145,630)**		**(2,145,630)**
EXPENDITURES			
530 OPERATING EXPENDITURES	1,772,146		1,772,146
550 COST ALLOCATION (CONTRA)	(1,745,785)		(1,745,785)
560 CAPITAL OUTLAY	838,383		838,383
599 RESERVES	1,280,886		1,280,886
EXPENDITURES Total	**2,145,630**		**2,145,630**

00112 MAJOR PROJECTS FUND

REVENUES			
360 MISCELLANEOUS REVENUES	(122,900)		(122,900)
380 OTHER SOURCES	(13,833,333)		(13,833,333)
399 FUND BALANCE	(6,670,432)	(142,227)	(6,812,659)
REVENUES Total	**(20,626,665)**	**(142,227)**	**(20,768,892)**
EXPENDITURES			
530 OPERATING EXPENDITURES	3,695,417	142,227	3,837,643
560 CAPITAL OUTLAY	3,097,915		3,097,915
590 INTERFUND TRANSFERS OUT	13,833,333		13,833,333
EXPENDITURES Total	**20,626,665**	**142,227**	**20,768,892**

10101 TRANSPORTATION TRUST FUND

REVENUES			
310 TAXES	(9,376,000)		(9,376,000)
330 INTERGOVERNMENTAL REVENUE	(5,425,000)		(5,425,000)
340 CHARGES FOR SERVICES	(1,777,902)		(1,777,902)
360 MISCELLANEOUS REVENUES	(95,000)		(95,000)
380 OTHER SOURCES	(5,325,557)		(5,325,557)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
399 FUND BALANCE	(5,250,821)	(2,300,737)	(7,551,558)
REVENUES Total	**(27,250,280)**	**(2,300,737)**	**(29,551,017)**
EXPENDITURES			
510 PERSONNEL SERVICES	14,374,525		14,374,525
530 OPERATING EXPENDITURES	6,310,814		6,310,814
540 INTERNAL SERVICE CHARGES	4,876,518		4,876,518
550 COST ALLOCATION (CONTRA)	(5,083,305)		(5,083,305)
560 CAPITAL OUTLAY	6,491,147	(15,490)	6,475,657
580 GRANTS & AIDS	244,338		244,338
596 CONSTITUTIONAL TRANSFERS	36,244		36,244
599 RESERVES		2,316,227	2,316,227
EXPENDITURES Total	**27,250,280**	**2,300,737**	**29,551,017**

10102 NINTH-CENT FUEL TAX FUND

REVENUES			
310 TAXES	(1,800,000)		(1,800,000)
380 OTHER SOURCES	(8,825,196)		(8,825,196)
399 FUND BALANCE	(169,009)	(132,214)	(301,223)
REVENUES Total	**(10,794,205)**	**(132,214)**	**(10,926,419)**
EXPENDITURES			
530 OPERATING EXPENDITURES	169,009		169,009
580 GRANTS & AIDS	10,625,196		10,625,196
599 RESERVES		132,214	132,214
EXPENDITURES Total	**10,794,205**	**132,214**	**10,926,419**

10103 SUNRAIL OPERATIONS

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(71,491)		(71,491)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(4,921)	936	(3,985)
REVENUES Total	**(76,412)**	**936**	**(75,476)**
EXPENDITURES			
530 OPERATING EXPENDITURES	76,412	(936)	75,476
EXPENDITURES Total	**76,412**	**(936)**	**75,476**

10104 SIDEWALK DEVELOPER FUND

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(30,025)	(59,824)	(89,849)
REVENUES Total	**(30,025)**	**(59,824)**	**(89,849)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
560 CAPITAL OUTLAY	30,025	59,824	89,849
EXPENDITURES Total	**30,025**	**59,824**	**89,849**

10400 BUILDING PROGRAM

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(5,545,000)		(5,545,000)
340 CHARGES FOR SERVICES	(1,210,500)		(1,210,500)
360 MISCELLANEOUS REVENUES	(291,500)		(291,500)
399 FUND BALANCE	(9,730,906)	(1,090,553)	(10,821,459)
REVENUES Total	**(16,777,906)**	**(1,090,553)**	**(17,868,459)**
EXPENDITURES			
510 PERSONNEL SERVICES	5,754,348		5,754,348
530 OPERATING EXPENDITURES	1,517,650	(125,000)	1,392,650
540 INTERNAL SERVICE CHARGES	1,004,893		1,004,893
560 CAPITAL OUTLAY	2,722,630	1,215,553	3,938,183
599 RESERVES	5,778,385		5,778,385
EXPENDITURES Total	**16,777,906**	**1,090,553**	**17,868,459**

11000 TOURISM PARKS 1,2,3 CENT FUND

REVENUES			
310 TAXES	(3,301,390)		(3,301,390)
360 MISCELLANEOUS REVENUES	(25,000)		(25,000)
399 FUND BALANCE	(3,076,757)	(1,625,000)	(4,701,757)
REVENUES Total	**(6,403,147)**	**(1,625,000)**	**(8,028,147)**
EXPENDITURES			
510 PERSONNEL SERVICES	62,727		62,727
530 OPERATING EXPENDITURES	877,525		877,525
540 INTERNAL SERVICE CHARGES	10,000		10,000
560 CAPITAL OUTLAY	285,895		285,895
570 DEBT SERVICE	150,000		150,000
580 GRANTS & AIDS	325,000		325,000
590 INTERFUND TRANSFERS OUT	1,911,833		1,911,833
599 RESERVES	2,780,167	1,625,000	4,405,167
EXPENDITURES Total	**6,403,147**	**1,625,000**	**8,028,147**

11001 TOURISM SPORTS 4 & 6 CENT FUND

REVENUES			
310 TAXES	(2,200,927)		(2,200,927)
360 MISCELLANEOUS REVENUES	(12,500)		(12,500)
399 FUND BALANCE	(875,000)	(950,871)	(1,825,871)
REVENUES Total	**(3,088,427)**	**(950,871)**	**(4,039,298)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
510 PERSONNEL SERVICES	927,574		927,574
530 OPERATING EXPENDITURES	1,280,363		1,280,363
540 INTERNAL SERVICE CHARGES	116,406		116,406
580 GRANTS & AIDS	50,000		50,000
599 RESERVES	714,085	950,871	1,664,955
EXPENDITURES Total	**3,088,427**	**950,871**	**4,039,298**

11200 FIRE PROTECTION FUND

REVENUES			
310 TAXES	(84,780,000)		(84,780,000)
320 PERMITS FEES & SPECIAL ASM	(50,000)		(50,000)
330 INTERGOVERNMENTAL REVENUE	(135,000)		(135,000)
340 CHARGES FOR SERVICES	(10,390,711)		(10,390,711)
350 JUDGEMENTS FINES & FORFEIT	-		-
360 MISCELLANEOUS REVENUES	(2,245,000)		(2,245,000)
380 OTHER SOURCES	(19,784)	(471)	(20,255)
399 FUND BALANCE	(44,828,899)	(4,662,735)	(49,491,634)
REVENUES Total	**(142,449,394)**	**(4,663,206)**	**(147,112,600)**
EXPENDITURES			
510 PERSONNEL SERVICES	62,747,214	1,000,000	63,747,214
530 OPERATING EXPENDITURES	7,544,562	167,111	7,711,673
540 INTERNAL SERVICE CHARGES	8,444,886		8,444,886
560 CAPITAL OUTLAY	37,392,187		37,392,187
580 GRANTS & AIDS	731,636		731,636
590 INTERFUND TRANSFERS OUT	422,244		422,244
596 CONSTITUTIONAL TRANSFERS	1,295,692		1,295,692
599 RESERVES	23,870,973	3,496,094	27,367,068
EXPENDITURES Total	**142,449,394**	**4,663,206**	**147,112,600**

11201 FIRE PROT FUND-REPLACE & RENEW

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE		(471)	(471)
REVENUES Total	**-**	**(471)**	**(471)**
EXPENDITURES			
560 CAPITAL OUTLAY	-		-
590 INTERFUND TRANSFERS OUT		471	471
EXPENDITURES Total	**-**	**471**	**471**

11400 COURT SUPP TECH FEE (ARTV)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES			
340 CHARGES FOR SERVICES	(1,050,000)	314,344	(735,656)
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(219,365)		(219,365)
399 FUND BALANCE	(98,783)	(314,344)	(413,127)
REVENUES Total	**(1,368,148)**	**-**	**(1,368,148)**
EXPENDITURES			
510 PERSONNEL SERVICES	418,970		418,970
530 OPERATING EXPENDITURES	739,149		739,149
560 CAPITAL OUTLAY	144,335		144,335
580 GRANTS & AIDS	65,694		65,694
EXPENDITURES Total	**1,368,148**		**1,368,148**

11500 1991 INFRASTRUCTURE SALES TAX

REVENUES			
360 MISCELLANEOUS REVENUES	(100,000)		(100,000)
399 FUND BALANCE	(25,458,505)	92,585	(25,365,920)
REVENUES Total	**(25,558,505)**	**92,585**	**(25,465,920)**
EXPENDITURES			
530 OPERATING EXPENDITURES	118,629		118,629
560 CAPITAL OUTLAY	25,433,367	(92,585)	25,340,782
580 GRANTS & AIDS	6,510		6,510
599 RESERVES	-		-
EXPENDITURES Total	**25,558,505**	**(92,585)**	**25,465,920**

11541 2001 INFRASTRUCTURE SALES TAX

REVENUES			
360 MISCELLANEOUS REVENUES	(100,000)		(100,000)
399 FUND BALANCE	(15,087,480)		(15,087,480)
REVENUES Total	**(15,187,480)**		**(15,187,480)**
EXPENDITURES			
530 OPERATING EXPENDITURES	506,773		506,773
560 CAPITAL OUTLAY	12,427,937		12,427,937
580 GRANTS & AIDS	82,678		82,678
599 RESERVES	2,170,092		2,170,092
EXPENDITURES Total	**15,187,480**		**15,187,480**

11560 2014 INFRASTRUCTURE SALES TAX

REVENUES			
310 TAXES	(50,000,000)		(50,000,000)
360 MISCELLANEOUS REVENUES	(1,000,000)		(1,000,000)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
399 FUND BALANCE	(125,836,835)	(8,473,996)	(134,310,831)
REVENUES Total	**(176,836,835)**	**(8,473,996)**	**(185,310,831)**
EXPENDITURES			
530 OPERATING EXPENDITURES	9,989,652		9,989,652
540 INTERNAL SERVICE CHARGES	5,083,305		5,083,305
560 CAPITAL OUTLAY	148,595,972		148,595,972
580 GRANTS & AIDS	4,913,625		4,913,625
599 RESERVES	8,254,280	8,473,996	16,728,276
EXPENDITURES Total	**176,836,835**	**8,473,996**	**185,310,831**

11641 PUBLIC WORKS-INTERLOCAL AGREEM

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(2,245,299)		(2,245,299)
360 MISCELLANEOUS REVENUES	(29,400)		(29,400)
399 FUND BALANCE	(5,000)		(5,000)
REVENUES Total	**(2,279,699)**		**(2,279,699)**
EXPENDITURES			
530 OPERATING EXPENDITURES	5,000		5,000
560 CAPITAL OUTLAY	2,274,699		2,274,699
EXPENDITURES Total	**2,279,699**		**2,279,699**

11800 EMS TRUST FUND

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(116,853)		(116,853)
360 MISCELLANEOUS REVENUES	(1)		(1)
REVENUES Total	**(116,854)**		**(116,854)**
EXPENDITURES			
530 OPERATING EXPENDITURES	95,977		95,977
560 CAPITAL OUTLAY	20,877		20,877
EXPENDITURES Total	**116,854**		**116,854**

11901 COMMUNITY DEVELOPMEN BLK GRANT

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(7,056,959)		(7,056,959)
REVENUES Total	**(7,056,959)**		**(7,056,959)**
EXPENDITURES			
530 OPERATING EXPENDITURES	492,987		492,987
540 INTERNAL SERVICE CHARGES	425,000		425,000
560 CAPITAL OUTLAY	30,450		30,450
580 GRANTS & AIDS	6,108,522		6,108,522

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES Total	**7,056,959**		**7,056,959**
11902 HOME PROGRAM GRANT			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(6,098,413)		(6,098,413)
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**(6,098,413)**		**(6,098,413)**
EXPENDITURES			
530 OPERATING EXPENDITURES	472,010		472,010
540 INTERNAL SERVICE CHARGES	155,270		155,270
580 GRANTS & AIDS	5,471,134		5,471,134
EXPENDITURES Total	**6,098,413**		**6,098,413**
11904 EMERGENCY SHELTER GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(772,737)		(772,737)
REVENUES Total	**(772,737)**		**(772,737)**
EXPENDITURES			
530 OPERATING EXPENDITURES	101,046		101,046
580 GRANTS & AIDS	671,691		671,691
EXPENDITURES Total	**772,737**		**772,737**
11905 COMMUNITY SVC BLOCK GRANT			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(478,878)		(478,878)
REVENUES Total	**(478,878)**		**(478,878)**
EXPENDITURES			
530 OPERATING EXPENDITURES	51,081		51,081
540 INTERNAL SERVICE CHARGES	362,297		362,297
560 CAPITAL OUTLAY	65,500		65,500
580 GRANTS & AIDS	-		-
EXPENDITURES Total	**478,878**		**478,878**
11908 DISASTER PREPAREDNESS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(190,928)	5,000	(185,928)
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**(190,928)**	**5,000**	**(185,928)**
EXPENDITURES			
530 OPERATING EXPENDITURES	82,929	(5,000)	77,929

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
540 INTERNAL SERVICE CHARGES	53,000		53,000
560 CAPITAL OUTLAY	54,999		54,999
EXPENDITURES Total	**190,928**	**(5,000)**	**185,928**

11909 MOSQUITO CONTROL GRANT

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(78,579)		(78,579)
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**(78,579)**		**(78,579)**
EXPENDITURES			
530 OPERATING EXPENDITURES	9,580		9,580
540 INTERNAL SERVICE CHARGES	68,999		68,999
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**78,579**		**78,579**

11912 PUBLIC SAFETY GRANTS (STATE)

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(791,303)		(791,303)
REVENUES Total	**(791,303)**		**(791,303)**
EXPENDITURES			
530 OPERATING EXPENDITURES	63,614		63,614
560 CAPITAL OUTLAY	-		-
580 GRANTS & AIDS	727,689		727,689
EXPENDITURES Total	**791,303**		**791,303**

11913 PUBLIC SAFETY GRANTS (OTHER)

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**

11915 PUBLIC SAFETY GRANTS (FEDERAL)

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(6,059,285)		(6,059,285)
REVENUES Total	**(6,059,285)**		**(6,059,285)**
EXPENDITURES			
510 PERSONNEL SERVICES	5,282,761		5,282,761
530 OPERATING EXPENDITURES	733,724		733,724
560 CAPITAL OUTLAY	42,800		42,800
EXPENDITURES Total	**6,059,285**		**6,059,285**

11916 PUBLIC WORKS GRANTS

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(12,059,624)		(12,059,624)
REVENUES Total	**(12,059,624)**		**(12,059,624)**
EXPENDITURES			
530 OPERATING EXPENDITURES	493,921		493,921
560 CAPITAL OUTLAY	11,565,703		11,565,703
EXPENDITURES Total	**12,059,624**		**12,059,624**
11917 LEISURE SERVICES GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(1,605,786)	325,011	(1,280,775)
REVENUES Total	**(1,605,786)**	**325,011**	**(1,280,775)**
EXPENDITURES			
530 OPERATING EXPENDITURES	-		-
560 CAPITAL OUTLAY	1,605,786	(325,011)	1,280,775
EXPENDITURES Total	**1,605,786**	**(325,011)**	**1,280,775**
11919 COMMUNITY SVC GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(671,759)		(671,759)
REVENUES Total	**(671,759)**		**(671,759)**
EXPENDITURES			
530 OPERATING EXPENDITURES	19,855		19,855
580 GRANTS & AIDS	651,904		651,904
EXPENDITURES Total	**671,759**		**671,759**
11920 NEIGHBOR STABIL PROGRAM GRANT			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(837,940)		(837,940)
360 MISCELLANEOUS REVENUES	-	(55,350)	(55,350)
REVENUES Total	**(837,940)**	**(55,350)**	**(893,290)**
EXPENDITURES			
530 OPERATING EXPENDITURES	17,518	4,525	22,043
580 GRANTS & AIDS	820,422	50,826	871,248
EXPENDITURES Total	**837,940**	**55,350**	**893,290**
11925 DCF REINVESTMENT GRANT FUND			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(903,000)		(903,000)
360 MISCELLANEOUS REVENUES	-		-

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**(903,000)**		**(903,000)**
EXPENDITURES			
530 OPERATING EXPENDITURES	843,000		843,000
540 INTERNAL SERVICE CHARGES	60,000		60,000
EXPENDITURES Total	**903,000**		**903,000**
11926 CITY OF SANFORD CDBG			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
11930 RESOURCE MANAGEMENT GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(2,048,475)		(2,048,475)
REVENUES Total	**(2,048,475)**		**(2,048,475)**
EXPENDITURES			
530 OPERATING EXPENDITURES	2,048,475		2,048,475
EXPENDITURES Total	**2,048,475**		**2,048,475**
11931 HOMELESSNESS GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(51,136)	51,136	-
360 MISCELLANEOUS REVENUES	(12,459)		(12,459)
REVENUES Total	**(63,595)**	**51,136**	**(12,459)**
EXPENDITURES			
580 GRANTS & AIDS	63,595	(51,136)	12,459
EXPENDITURES Total	**63,595**	**(51,136)**	**12,459**
11932 MISCELLANEOUS GRANTS			
REVENUES			
360 MISCELLANEOUS REVENUES	(43,690)		(43,690)
REVENUES Total	**(43,690)**		**(43,690)**
EXPENDITURES			
530 OPERATING EXPENDITURES	43,690		43,690
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**43,690**		**43,690**
11933 FEDERAL MITIGATION GRANTS			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(4,616,554)		(4,616,554)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**(4,616,554)**		**(4,616,554)**
EXPENDITURES			
530 OPERATING EXPENDITURES	198,500		198,500
560 CAPITAL OUTLAY	4,418,054		4,418,054
EXPENDITURES Total	**4,616,554**		**4,616,554**

11935 FEDERAL CARES ACT GRANTS

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
EXPENDITURES			
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**-**		**-**

11936 FEDERAL EMER RENTAL ASSISTANCE

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(1,548,735)		(1,548,735)
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**(1,548,735)**		**(1,548,735)**
EXPENDITURES			
530 OPERATING EXPENDITURES	1,330,429		1,330,429
540 INTERNAL SERVICE CHARGES	19,980		19,980
580 GRANTS & AIDS	198,326		198,326
EXPENDITURES Total	**1,548,735**		**1,548,735**

11937 AMERICAN RESCUE PLN-SLFRF ARPA

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(69,028,346)		(69,028,346)
360 MISCELLANEOUS REVENUES	(526,662)		(526,662)
REVENUES Total	**(69,555,008)**		**(69,555,008)**
EXPENDITURES			
530 OPERATING EXPENDITURES	23,580,764		23,580,764
560 CAPITAL OUTLAY	17,205,914		17,205,914
580 GRANTS & AIDS	14,934,997		14,934,997
590 INTERFUND TRANSFERS OUT	13,833,333		13,833,333
EXPENDITURES Total	**69,555,008**		**69,555,008**

11940 ENVIRONMENTAL SERVICES GRANTS

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(10,432)		(10,432)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**(10,432)**		**(10,432)**
EXPENDITURES			
530 OPERATING EXPENDITURES	10,432		10,432
EXPENDITURES Total	**10,432**		**10,432**
11942 FIRE GRANTS FEDERAL			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(40,900)		(40,900)
REVENUES Total	**(40,900)**		**(40,900)**
EXPENDITURES			
560 CAPITAL OUTLAY	40,900		40,900
EXPENDITURES Total	**40,900**		**40,900**
12021 SHIP AFFORDABLE HOUSING 20/21			
REVENUES			
360 MISCELLANEOUS REVENUES	(722,548)		(722,548)
REVENUES Total	**(722,548)**		**(722,548)**
EXPENDITURES			
530 OPERATING EXPENDITURES	15,000		15,000
580 GRANTS & AIDS	707,548		707,548
EXPENDITURES Total	**722,548**		**722,548**
12022 SHIP AFFORDABLE HOUSING 21/22			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(2,376,548)		(2,376,548)
360 MISCELLANEOUS REVENUES	(588,926)		(588,926)
REVENUES Total	**(2,965,474)**		**(2,965,474)**
EXPENDITURES			
530 OPERATING EXPENDITURES	110,000		110,000
580 GRANTS & AIDS	2,855,474		2,855,474
EXPENDITURES Total	**2,965,474**		**2,965,474**
12023 SHIP AFFORDABLE HOUSING 22/23			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(4,520,490)		(4,520,490)
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**(4,520,490)**		**(4,520,490)**
EXPENDITURES			
530 OPERATING EXPENDITURES	342,067		342,067

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
540 INTERNAL SERVICE CHARGES	56,213		56,213
580 GRANTS & AIDS	4,122,210		4,122,210
EXPENDITURES Total	**4,520,490**		**4,520,490**
12101 LAW ENFORCEMENT TST-LOCAL			
REVENUES			
350 JUDGEMENTS FINES & FORFEIT	-		-
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
EXPENDITURES			
530 OPERATING EXPENDITURES	-		-
EXPENDITURES Total	**-**		**-**
12102 LAW ENFORCEMENT TST-JUSTICE			
REVENUES			
350 JUDGEMENTS FINES & FORFEIT	-		-
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
EXPENDITURES			
530 OPERATING EXPENDITURES	-		-
EXPENDITURES Total	**-**		**-**
12103 LAW ENFORCEMENT TST-FEDERAL			
REVENUES			
350 JUDGEMENTS FINES & FORFEIT	-		-
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
12200 ARBOR VIOLATION TRUST FUND			
REVENUES			
350 JUDGEMENTS FINES & FORFEIT	-		-
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(237,378)	24,359	(213,019)
REVENUES Total	**(237,378)**	**24,359**	**(213,019)**
EXPENDITURES			
530 OPERATING EXPENDITURES	237,378	(24,359)	213,019
EXPENDITURES Total	**237,378**	**(24,359)**	**213,019**
12300 ALCOHOL/DRUG ABUSE FUND			
REVENUES			
340 CHARGES FOR SERVICES	(30,000)		(30,000)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(65,000)	(131,082)	(196,082)
REVENUES Total	**(95,000)**	**(131,082)**	**(226,082)**
EXPENDITURES			
530 OPERATING EXPENDITURES	55,000	131,082	186,082
580 GRANTS & AIDS	-		-
596 CONSTITUTIONAL TRANSFERS	40,000		40,000
EXPENDITURES Total	**95,000**	**131,082**	**226,082**

12302 TEEN COURT

REVENUES			
340 CHARGES FOR SERVICES	(143,429)		(143,429)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(70,000)	19,466	(50,534)
REVENUES Total	**(213,429)**	**19,466**	**(193,963)**
EXPENDITURES			
580 GRANTS & AIDS	-		-
596 CONSTITUTIONAL TRANSFERS	169,070		169,070
599 RESERVES	44,359	(19,466)	24,893
EXPENDITURES Total	**213,429**	**(19,466)**	**193,963**

12500 EMERGENCY 911 FUND

REVENUES			
330 INTERGOVERNMENTAL REVENUE	(2,100,000)		(2,100,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(3,999,872)	(673,713)	(4,673,585)
REVENUES Total	**(6,099,872)**	**(673,713)**	**(6,773,585)**
EXPENDITURES			
510 PERSONNEL SERVICES	395,804		395,804
530 OPERATING EXPENDITURES	1,525,394		1,525,394
540 INTERNAL SERVICE CHARGES	92,833		92,833
560 CAPITAL OUTLAY	551,180	(30,000)	521,180
580 GRANTS & AIDS	130,000		130,000
596 CONSTITUTIONAL TRANSFERS	425,000		425,000
599 RESERVES	2,979,662	703,713	3,683,375
EXPENDITURES Total	**6,099,872**	**673,713**	**6,773,585**

12601 ARTERIAL IMPACT FEE (12-31-21)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	-		-
360 MISCELLANEOUS REVENUES	-		-

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
399 FUND BALANCE	(1,368,928)	(831,274)	(2,200,202)
REVENUES Total	**(1,368,928)**	**(831,274)**	**(2,200,202)**
EXPENDITURES			
560 CAPITAL OUTLAY	1,368,928		1,368,928
599 RESERVES		831,274	831,274
EXPENDITURES Total	**1,368,928**	**831,274**	**2,200,202**

12602 NORTH COLLECT IMPACT FEE (EXP)

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(924,864)	2,722	(922,142)
REVENUES Total	**(924,864)**	**2,722**	**(922,142)**
EXPENDITURES			
560 CAPITAL OUTLAY	924,864	(2,722)	922,142
EXPENDITURES Total	**924,864**	**(2,722)**	**922,142**

12603 WEST COLLECT IMPACT FEE (EXP)

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(73,983)	(363)	(74,346)
REVENUES Total	**(73,983)**	**(363)**	**(74,346)**
EXPENDITURES			
560 CAPITAL OUTLAY	68,883		68,883
599 RESERVES	5,100	363	5,463
EXPENDITURES Total	**73,983**	**363**	**74,346**

12604 EAST COLLECT IMPACT FEE (EXP)

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(109,915)	1,139	(108,776)
REVENUES Total	**(109,915)**	**1,139**	**(108,776)**
EXPENDITURES			
560 CAPITAL OUTLAY	107,415		107,415
599 RESERVES	2,500	(1,139)	1,361
EXPENDITURES Total	**109,915**	**(1,139)**	**108,776**

12605 SOUTH CN IMPACT FEE (12-31-21)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	-		-
360 MISCELLANEOUS REVENUES	-		-

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**-**		**-**
12606 MOBILITY FEE CORE DISTRICT			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(500,000)		(500,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(300,000)	(501,886)	(801,886)
REVENUES Total	**(800,000)**	**(501,886)**	**(1,301,886)**
EXPENDITURES			
560 CAPITAL OUTLAY	500,000		500,000
599 RESERVES	300,000	501,886	801,886
EXPENDITURES Total	**800,000**	**501,886**	**1,301,886**
12607 MOBILITY FEE RURAL DISTRICT			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(300,000)		(300,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(100,000)	(55,500)	(155,500)
REVENUES Total	**(400,000)**	**(55,500)**	**(455,500)**
EXPENDITURES			
599 RESERVES	400,000	55,500	455,500
EXPENDITURES Total	**400,000**	**55,500**	**455,500**
12608 MOBILITY FEE SUBURBAN EAST DIS			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(2,000,000)		(2,000,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(1,000,000)	(1,187,259)	(2,187,259)
REVENUES Total	**(3,000,000)**	**(1,187,259)**	**(4,187,259)**
EXPENDITURES			
599 RESERVES	3,000,000	1,187,259	4,187,259
EXPENDITURES Total	**3,000,000**	**1,187,259**	**4,187,259**
12609 MOBILITY FEE SUBURBAN WEST			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(300,000)		(300,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(300,000)	128,148	(171,852)
REVENUES Total	**(600,000)**	**128,148**	**(471,852)**
EXPENDITURES			

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
599 RESERVES	600,000	(128,148)	471,852
EXPENDITURES Total	**600,000**	**(128,148)**	**471,852**

12801 FIRE/RESCUE-IMPACT FEE

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(400,000)		(400,000)
360 MISCELLANEOUS REVENUES	(2,000)		(2,000)
399 FUND BALANCE	(1,300,000)	167,111	(1,132,889)
REVENUES Total	**(1,702,000)**	**167,111**	**(1,534,889)**
EXPENDITURES			
560 CAPITAL OUTLAY	1,702,000	(167,111)	1,534,889
599 RESERVES	-		-
EXPENDITURES Total	**1,702,000**	**(167,111)**	**1,534,889**

12802 LAW ENFORCEMENT-IMPACT FEE

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE		(2,462)	(2,462)
REVENUES Total	**-**	**(2,462)**	**(2,462)**
EXPENDITURES			
599 RESERVES		2,462	2,462
EXPENDITURES Total		**2,462**	**2,462**

12804 LIBRARY-IMPACT FEE

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(201,000)		(201,000)
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(157,658)	(197,524)	(355,181)
REVENUES Total	**(358,658)**	**(197,524)**	**(556,181)**
EXPENDITURES			
560 CAPITAL OUTLAY	358,658		358,658
599 RESERVES		197,524	197,524
EXPENDITURES Total	**358,658**	**197,524**	**556,181**

12805 DRAINAGE-IMPACT FEE

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(7,000)	(323)	(7,323)
REVENUES Total	**(7,000)**	**(323)**	**(7,323)**
EXPENDITURES			

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
530 OPERATING EXPENDITURES	7,000	323	7,323
EXPENDITURES Total	**7,000**	**323**	**7,323**
13000 STORMWATER FUND			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE		(28,273)	(28,273)
REVENUES Total	**-**	**(28,273)**	**(28,273)**
EXPENDITURES			
560 CAPITAL OUTLAY	-		-
590 INTERFUND TRANSFERS OUT		28,273	28,273
EXPENDITURES Total	**-**	**28,273**	**28,273**
13100 ECONOMIC DEVELOPMENT			
REVENUES			
330 INTERGOVERNMENTAL REVENUE	(611,794)		(611,794)
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(1,692,378)		(1,692,378)
399 FUND BALANCE	(524,457)	(345,972)	(870,429)
REVENUES Total	**(2,828,629)**	**(345,972)**	**(3,174,601)**
EXPENDITURES			
510 PERSONNEL SERVICES	313,253	30,000	343,253
530 OPERATING EXPENDITURES	663,135		663,135
580 GRANTS & AIDS	1,852,241		1,852,241
599 RESERVES		315,972	315,972
EXPENDITURES Total	**2,828,629**	**345,972**	**3,174,601**
13300 17/92 REDEVELOPMENT TI FUND			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(592,000)		(592,000)
REVENUES Total	**(592,000)**		**(592,000)**
EXPENDITURES			
580 GRANTS & AIDS	592,000		592,000
EXPENDITURES Total	**592,000**		**592,000**
15000 MSBU STREET LIGHTING			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(2,300,000)		(2,300,000)
360 MISCELLANEOUS REVENUES	(5,500)		(5,500)
399 FUND BALANCE	(700,000)	(38,315)	(738,315)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**(3,005,500)**	**(38,315)**	**(3,043,815)**
EXPENDITURES			
530 OPERATING EXPENDITURES	2,680,500		2,680,500
599 RESERVES	325,000	38,315	363,315
EXPENDITURES Total	**3,005,500**	**38,315**	**3,043,815**

15100 MSBU RESIDENTIAL SOLID WASTE

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(18,830,000)		(18,830,000)
360 MISCELLANEOUS REVENUES	(100,000)		(100,000)
399 FUND BALANCE	(3,300,000)	(393,277)	(3,693,277)
REVENUES Total	**(22,230,000)**	**(393,277)**	**(22,623,277)**
EXPENDITURES			
530 OPERATING EXPENDITURES	21,976,000		21,976,000
599 RESERVES	254,000	393,277	647,277
EXPENDITURES Total	**22,230,000**	**393,277**	**22,623,277**

16000 MSBU PROGRAM

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(217,700)		(217,700)
340 CHARGES FOR SERVICES	(586,854)		(586,854)
360 MISCELLANEOUS REVENUES	(525)		(525)
380 OTHER SOURCES	(5,354)		(5,354)
399 FUND BALANCE	(748,499)	(202,995)	(951,494)
REVENUES Total	**(1,558,932)**	**(202,995)**	**(1,761,927)**
EXPENDITURES			
510 PERSONNEL SERVICES	361,635		361,635
530 OPERATING EXPENDITURES	295,901	(24,845)	271,055
540 INTERNAL SERVICE CHARGES	69,751		69,751
560 CAPITAL OUTLAY	69,598		69,598
599 RESERVES	762,047	227,841	989,888
EXPENDITURES Total	**1,558,932**	**202,995**	**1,761,927**

16005 MSBU MILLS (LM/AWC)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(63,840)		(63,840)
360 MISCELLANEOUS REVENUES	(1,500)		(1,500)
380 OTHER SOURCES	(2,800)		(2,800)
399 FUND BALANCE	(517,568)	(31,955)	(549,523)
REVENUES Total	**(585,708)**	**(31,955)**	**(617,663)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	585,708	31,955	617,663
EXPENDITURES Total	**585,708**	**31,955**	**617,663**

16006 MSBU PICKETT AQUATIC (LM/AWC)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(41,213)		(41,213)
360 MISCELLANEOUS REVENUES	(1,375)		(1,375)
399 FUND BALANCE	(425,000)	(17,850)	(442,850)
REVENUES Total	**(467,588)**	**(17,850)**	**(485,438)**
EXPENDITURES			
530 OPERATING EXPENDITURES	467,588	17,850	485,438
EXPENDITURES Total	**467,588**	**17,850**	**485,438**

16007 MSBU AMORY (LM/AWC)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(20,500)		(20,500)
360 MISCELLANEOUS REVENUES	(100)		(100)
399 FUND BALANCE	(8,869)	(10,562)	(19,431)
REVENUES Total	**(29,469)**	**(10,562)**	**(40,031)**
EXPENDITURES			
530 OPERATING EXPENDITURES	29,469	10,562	40,031
EXPENDITURES Total	**29,469**	**10,562**	**40,031**

16010 MSBU CEDAR RIDGE (GRNDS MAINT)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(34,000)		(34,000)
360 MISCELLANEOUS REVENUES	(100)		(100)
399 FUND BALANCE	(45,000)	(5,649)	(50,649)
REVENUES Total	**(79,100)**	**(5,649)**	**(84,749)**
EXPENDITURES			
530 OPERATING EXPENDITURES	76,450	5,649	82,099
590 INTERFUND TRANSFERS OUT	2,650		2,650
EXPENDITURES Total	**79,100**	**5,649**	**84,749**

16013 MSBU HOWELL CREEK (LM/AWC)

REVENUES			
320 PERMITS FEES & SPECIAL ASM	(1,295)		(1,295)
360 MISCELLANEOUS REVENUES	(850)		(850)
399 FUND BALANCE	(11,769)	948	(10,821)
REVENUES Total	**(13,914)**	**948**	**(12,966)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	13,914	(948)	12,966
EXPENDITURES Total	**13,914**	**(948)**	**12,966**
16020 MSBU HORSESHOE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(10,560)		(10,560)
360 MISCELLANEOUS REVENUES	(55)		(55)
399 FUND BALANCE	(26,000)	(780)	(26,780)
REVENUES Total	**(36,615)**	**(780)**	**(37,395)**
EXPENDITURES			
530 OPERATING EXPENDITURES	36,615	780	37,395
EXPENDITURES Total	**36,615**	**780**	**37,395**
16021 MSBU MYRTLE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(7,240)		(7,240)
360 MISCELLANEOUS REVENUES	(65)		(65)
399 FUND BALANCE	(19,915)	(2,818)	(22,733)
REVENUES Total	**(27,220)**	**(2,818)**	**(30,038)**
EXPENDITURES			
530 OPERATING EXPENDITURES	27,220	2,818	30,038
EXPENDITURES Total	**27,220**	**2,818**	**30,038**
16023 MSBU SPRING WOOD LAKE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(5,185)		(5,185)
360 MISCELLANEOUS REVENUES	(250)		(250)
399 FUND BALANCE	(32,500)	(7,033)	(39,533)
REVENUES Total	**(37,935)**	**(7,033)**	**(44,968)**
EXPENDITURES			
530 OPERATING EXPENDITURES	37,935	7,033	44,968
EXPENDITURES Total	**37,935**	**7,033**	**44,968**
16024 MSBU LAKE OF THE WOODS(LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(19,080)		(19,080)
360 MISCELLANEOUS REVENUES	(400)		(400)
399 FUND BALANCE	(108,871)	(677)	(109,548)
REVENUES Total	**(128,351)**	**(677)**	**(129,028)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	128,351	677	129,028
EXPENDITURES Total	**128,351**	**677**	**129,028**
16025 MSBU MIRROR (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(9,100)		(9,100)
360 MISCELLANEOUS REVENUES	(285)		(285)
399 FUND BALANCE	(72,693)	(7,214)	(79,907)
REVENUES Total	**(82,078)**	**(7,214)**	**(89,292)**
EXPENDITURES			
530 OPERATING EXPENDITURES	82,078	7,214	89,292
EXPENDITURES Total	**82,078**	**7,214**	**89,292**
16026 MSBU SPRING (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(27,000)		(27,000)
360 MISCELLANEOUS REVENUES	(700)		(700)
399 FUND BALANCE	(171,929)	(4,149)	(176,078)
REVENUES Total	**(199,629)**	**(4,149)**	**(203,778)**
EXPENDITURES			
530 OPERATING EXPENDITURES	199,629	4,149	203,778
EXPENDITURES Total	**199,629**	**4,149**	**203,778**
16027 MSBU SPRINGWOOD WTRWY (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(3,745)		(3,745)
360 MISCELLANEOUS REVENUES	(225)		(225)
399 FUND BALANCE	(46,785)	(7,155)	(53,940)
REVENUES Total	**(50,755)**	**(7,155)**	**(57,910)**
EXPENDITURES			
530 OPERATING EXPENDITURES	50,755	7,155	57,910
EXPENDITURES Total	**50,755**	**7,155**	**57,910**
16028 MSBU BURKETT (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(4,600)		(4,600)
360 MISCELLANEOUS REVENUES	(250)		(250)
399 FUND BALANCE	(69,540)	(789)	(70,329)
REVENUES Total	**(74,390)**	**(789)**	**(75,179)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	74,390	789	75,179
EXPENDITURES Total	**74,390**	**789**	**75,179**
16030 MSBU SWEETWATER COVE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(33,440)		(33,440)
360 MISCELLANEOUS REVENUES	(250)		(250)
399 FUND BALANCE	(29,478)	6,677	(22,801)
REVENUES Total	**(63,168)**	**6,677**	**(56,491)**
EXPENDITURES			
530 OPERATING EXPENDITURES	63,168	(6,677)	56,491
EXPENDITURES Total	**63,168**	**(6,677)**	**56,491**
16031 MSBU LAKE ASHER AWC			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(5,380)		(5,380)
360 MISCELLANEOUS REVENUES	(60)		(60)
399 FUND BALANCE	(10,008)	(1,947)	(11,955)
REVENUES Total	**(15,448)**	**(1,947)**	**(17,395)**
EXPENDITURES			
530 OPERATING EXPENDITURES	15,448	1,947	17,395
EXPENDITURES Total	**15,448**	**1,947**	**17,395**
16032 MSBU ENGLISH ESTATES (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(3,455)		(3,455)
360 MISCELLANEOUS REVENUES	(20)		(20)
399 FUND BALANCE	(9,115)	(1,046)	(10,161)
REVENUES Total	**(12,590)**	**(1,046)**	**(13,636)**
EXPENDITURES			
530 OPERATING EXPENDITURES	12,590	1,046	13,636
EXPENDITURES Total	**12,590**	**1,046**	**13,636**
16033 MSBU GRACE LAKE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(13,670)		(13,670)
360 MISCELLANEOUS REVENUES	(100)		(100)
399 FUND BALANCE	(23,000)	1,342	(21,658)
REVENUES Total	**(36,770)**	**1,342**	**(35,428)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	36,770	(1,342)	35,428
EXPENDITURES Total	**36,770**	**(1,342)**	**35,428**
16035 MSBU BUTTONWOOD POND (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(3,430)		(3,430)
360 MISCELLANEOUS REVENUES	(100)		(100)
399 FUND BALANCE	(17,000)	(1,768)	(18,768)
REVENUES Total	**(20,530)**	**(1,768)**	**(22,298)**
EXPENDITURES			
530 OPERATING EXPENDITURES	20,530	1,768	22,298
EXPENDITURES Total	**20,530**	**1,768**	**22,298**
16036 MSBU HOWELL LAKE (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(130,450)		(130,450)
360 MISCELLANEOUS REVENUES	(1,000)		(1,000)
399 FUND BALANCE	(420,000)	8,266	(411,734)
REVENUES Total	**(551,450)**	**8,266**	**(543,184)**
EXPENDITURES			
530 OPERATING EXPENDITURES	551,450	(8,266)	543,184
EXPENDITURES Total	**551,450**	**(8,266)**	**543,184**
16037 MSBU LK LINDEN (LM/AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(4,540)		(4,540)
360 MISCELLANEOUS REVENUES	(10)		(10)
REVENUES Total	**(4,550)**		**(4,550)**
EXPENDITURES			
530 OPERATING EXPENDITURES	4,550		4,550
EXPENDITURES Total	**4,550**		**4,550**
16073 MSBU SYLVAN LAKE (AWC)			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(41,325)		(41,325)
360 MISCELLANEOUS REVENUES	(50)		(50)
380 OTHER SOURCES	(1,327)		(1,327)
399 FUND BALANCE	(112,876)	(1,986)	(114,862)
REVENUES Total	**(155,578)**	**(1,986)**	**(157,564)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	155,578	1,986	157,564
EXPENDITURES Total	**155,578**	**1,986**	**157,564**
16077 MSBU LITTLE LK HOWELL/TUSK			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(20,506)		(20,506)
360 MISCELLANEOUS REVENUES	(620)		(620)
399 FUND BALANCE	(11,686)	(3,518)	(15,204)
REVENUES Total	**(32,812)**	**(3,518)**	**(36,330)**
EXPENDITURES			
530 OPERATING EXPENDITURES	32,812	3,518	36,330
EXPENDITURES Total	**32,812**	**3,518**	**36,330**
16080 MSBU E CRYSTAL CHAIN OF LAKES			
REVENUES			
320 PERMITS FEES & SPECIAL ASM	(23,280)		(23,280)
360 MISCELLANEOUS REVENUES	(700)		(700)
399 FUND BALANCE	(12,950)	10,857	(2,093)
REVENUES Total	**(36,930)**	**10,857**	**(26,073)**
EXPENDITURES			
530 OPERATING EXPENDITURES	36,930	(10,857)	26,073
EXPENDITURES Total	**36,930**	**(10,857)**	**26,073**
21200 GENERAL REVENUE DEBT			
REVENUES			
380 OTHER SOURCES	(3,166,199)	3,166,199	-
REVENUES Total	**(3,166,199)**	**3,166,199**	**-**
EXPENDITURES			
570 DEBT SERVICE	3,166,199	(3,166,199)	-
EXPENDITURES Total	**3,166,199**	**(3,166,199)**	**-**
21210 FIVE POINTS LINE OF CREDIT			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(48,200,000)		(48,200,000)
REVENUES Total	**(48,200,000)**		**(48,200,000)**
EXPENDITURES			
570 DEBT SERVICE	48,200,000		48,200,000

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES Total	**48,200,000**		**48,200,000**
21235 GENERAL REVENUE DEBT - 2014			
REVENUES			
380 OTHER SOURCES	(1,641,000)		(1,641,000)
REVENUES Total	**(1,641,000)**		**(1,641,000)**
EXPENDITURES			
570 DEBT SERVICE	1,641,000		1,641,000
EXPENDITURES Total	**1,641,000**		**1,641,000**
21250 SPEC OBL REV & REF BOND - 2022			
REVENUES			
380 OTHER SOURCES	(9,041,279)		(9,041,279)
REVENUES Total	**(9,041,279)**		**(9,041,279)**
EXPENDITURES			
570 DEBT SERVICE	9,041,279		9,041,279
EXPENDITURES Total	**9,041,279**		**9,041,279**
22500 SALES TAX BONDS			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(4,981,963)		(4,981,963)
REVENUES Total	**(4,981,963)**		**(4,981,963)**
EXPENDITURES			
570 DEBT SERVICE	4,981,963		4,981,963
EXPENDITURES Total	**4,981,963**		**4,981,963**
22600 CAPITAL IMP REV BOND SER 2021			
REVENUES			
380 OTHER SOURCES		(3,166,199)	(3,166,199)
REVENUES Total		**(3,166,199)**	**(3,166,199)**
EXPENDITURES			
570 DEBT SERVICE	-	3,166,199	3,166,199
EXPENDITURES Total	**-**	**3,166,199**	**3,166,199**
30600 INFRASTRUCTURE IMP OP FUND			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(625,000)	(840)	(625,840)
REVENUES Total	**(625,000)**	**(840)**	**(625,840)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
599 RESERVES	625,000	840	625,840
EXPENDITURES Total	**625,000**	**840**	**625,840**
30700 SPORTS COMPLEX/SOLDIERS CREEK			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
32000 JAIL PROJECT/2005			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
32100 NATURAL LANDS/TRAILS			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(1,324,628)	(39,735)	(1,364,364)
REVENUES Total	**(1,324,628)**	**(39,735)**	**(1,364,364)**
EXPENDITURES			
510 PERSONNEL SERVICES	52,658		52,658
530 OPERATING EXPENDITURES	-		-
560 CAPITAL OUTLAY	754,628		754,628
599 RESERVES	517,342	39,735	557,078
EXPENDITURES Total	**1,324,628**	**39,735**	**1,364,364**
32200 COURTHOUSE PROJECTS FUND			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(270,902)	795	(270,107)
REVENUES Total	**(270,902)**	**795**	**(270,107)**
EXPENDITURES			
560 CAPITAL OUTLAY	259,902		259,902
599 RESERVES	11,000	(795)	10,205
EXPENDITURES Total	**270,902**	**(795)**	**270,107**
32300 FIVE POINTS DEVELOPMENT FUND			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(167,333,728)		(167,333,728)
399 FUND BALANCE	(441,055)		(441,055)

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES Total	**(167,774,783)**		**(167,774,783)**
EXPENDITURES			
560 CAPITAL OUTLAY	118,170,621		118,170,621
590 INTERFUND TRANSFERS OUT	49,604,162		49,604,162
EXPENDITURES Total	**167,774,783**		**167,774,783**

40100 WATER AND SEWER FUND

REVENUES			
340 CHARGES FOR SERVICES	(69,183,745)		(69,183,745)
360 MISCELLANEOUS REVENUES	(910,000)		(910,000)
380 OTHER SOURCES	(1,400,000)		(1,400,000)
399 FUND BALANCE	(47,858,194)	(2,831,919)	(50,690,113)
REVENUES Total	**(119,351,939)**	**(2,831,919)**	**(122,183,858)**
EXPENDITURES			
510 PERSONNEL SERVICES	12,731,051		12,731,051
530 OPERATING EXPENDITURES	24,814,921	(20,000)	24,794,921
540 INTERNAL SERVICE CHARGES	4,178,690		4,178,690
560 CAPITAL OUTLAY	2,824,489	(1,420)	2,823,069
570 DEBT SERVICE	16,501,865		16,501,865
580 GRANTS & AIDS	15,000		15,000
590 INTERFUND TRANSFERS OUT	40,179,626		40,179,626
599 RESERVES	18,106,298	2,853,338	20,959,636
EXPENDITURES Total	**119,351,939**	**2,831,919**	**122,183,858**

40102 CONNECTION FEES-WATER

REVENUES			
360 MISCELLANEOUS REVENUES	(855,000)		(855,000)
399 FUND BALANCE	(2,850,000)	(128,563)	(2,978,563)
REVENUES Total	**(3,705,000)**	**(128,563)**	**(3,833,563)**
EXPENDITURES			
530 OPERATING EXPENDITURES	5,000		5,000
590 INTERFUND TRANSFERS OUT	500,000		500,000
599 RESERVES	3,200,000	128,563	3,328,563
EXPENDITURES Total	**3,705,000**	**128,563**	**3,833,563**

40103 CONNECTION FEES-SEWER

REVENUES			
360 MISCELLANEOUS REVENUES	(3,241,000)		(3,241,000)
399 FUND BALANCE	(11,500,000)	(1,268,907)	(12,768,907)
REVENUES Total	**(14,741,000)**	**(1,268,907)**	**(16,009,907)**

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES			
530 OPERATING EXPENDITURES	10,000		10,000
590 INTERFUND TRANSFERS OUT	900,000		900,000
599 RESERVES	13,831,000	1,268,907	15,099,907
EXPENDITURES Total	**14,741,000**	**1,268,907**	**16,009,907**

40105 WATER & SEWER BONDS, SERIES 20

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
EXPENDITURES			
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**-**		**-**

40106 2010 BOND SERIES

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**
EXPENDITURES			
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**-**		**-**

40107 WATER & SEWER DEBT SERVICE RES

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(14,008,275)		(14,008,275)
REVENUES Total	**(14,008,275)**		**(14,008,275)**
EXPENDITURES			
599 RESERVES	14,008,275		14,008,275
EXPENDITURES Total	**14,008,275**		**14,008,275**

40108 WATER & SEWER CAPITAL IMPROVEM

REVENUES			
360 MISCELLANEOUS REVENUES	(190,000)		(190,000)
380 OTHER SOURCES	(40,179,626)		(40,179,626)
399 FUND BALANCE	(57,404,797)	(2,232,177)	(59,636,974)
REVENUES Total	**(97,774,423)**	**(2,232,177)**	**(100,006,600)**
EXPENDITURES			
530 OPERATING EXPENDITURES	12,819,034	(2,107,474)	10,711,560

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
560 CAPITAL OUTLAY	84,955,388	(17,007,832)	67,947,556
599 RESERVES		21,347,484	21,347,484
EXPENDITURES Total	**97,774,423**	**2,232,177**	**100,006,600**

40115 WATER & SEWER BOND SER 2015A&B

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**

40119 WATER & SEWER BOND SER 2019

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
REVENUES Total	**-**		**-**

40201 SOLID WASTE FUND

REVENUES			
340 CHARGES FOR SERVICES	(14,293,000)		(14,293,000)
360 MISCELLANEOUS REVENUES	(330,000)		(330,000)
380 OTHER SOURCES	(270,833)		(270,833)
399 FUND BALANCE	(28,351,674)	(1,188,116)	(29,539,790)
REVENUES Total	**(43,245,507)**	**(1,188,116)**	**(44,433,623)**
EXPENDITURES			
510 PERSONNEL SERVICES	6,221,153		6,221,153
530 OPERATING EXPENDITURES	6,298,931	(74,725)	6,224,205
540 INTERNAL SERVICE CHARGES	4,570,257		4,570,257
560 CAPITAL OUTLAY	15,804,858	(2,201,382)	13,603,476
590 INTERFUND TRANSFERS OUT	610,460		610,460
599 RESERVES	9,739,848	3,464,224	13,204,072
EXPENDITURES Total	**43,245,507**	**1,188,116**	**44,433,623**

40204 LANDFILL MANAGEMENT ESCROW

REVENUES			
360 MISCELLANEOUS REVENUES	(150,000)		(150,000)
380 OTHER SOURCES	(610,460)		(610,460)
399 FUND BALANCE	(22,630,000)	105,559	(22,524,441)
REVENUES Total	**(23,390,460)**	**105,559**	**(23,284,901)**
EXPENDITURES			
599 RESERVES	23,390,460	(105,559)	23,284,901
EXPENDITURES Total	**23,390,460**	**(105,559)**	**23,284,901**

40301 WEKIVA GOLF COURSE FUND

REVENUES			

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
340 CHARGES FOR SERVICES	(1,951,222)		(1,951,222)
360 MISCELLANEOUS REVENUES	-		-
380 OTHER SOURCES	(1,300,000)		(1,300,000)
399 FUND BALANCE	(767,124)	(75,520)	(842,644)
REVENUES Total	**(4,018,346)**	**(75,520)**	**(4,093,866)**
EXPENDITURES			
530 OPERATING EXPENDITURES	2,245,454		2,245,454
560 CAPITAL OUTLAY	1,651,499		1,651,499
570 DEBT SERVICE	52,500		52,500
599 RESERVES	68,894	75,520	144,414
EXPENDITURES Total	**4,018,346**	**75,520**	**4,093,866**
50100 PROPERTY/CASUALTY INSURANCE FU			
REVENUES			
340 CHARGES FOR SERVICES	(3,095,000)		(3,095,000)
360 MISCELLANEOUS REVENUES	(70,000)		(70,000)
399 FUND BALANCE	(3,850,000)	(696,021)	(4,546,021)
REVENUES Total	**(7,015,000)**	**(696,021)**	**(7,711,021)**
EXPENDITURES			
510 PERSONNEL SERVICES	259,866		259,866
530 OPERATING EXPENDITURES	3,344,075	696,021	4,040,096
540 INTERNAL SERVICE CHARGES	31,205		31,205
560 CAPITAL OUTLAY	62,500		62,500
599 RESERVES	3,317,354		3,317,354
EXPENDITURES Total	**7,015,000**	**696,021**	**7,711,021**
50200 WORKERS COMPENSATION FUND			
REVENUES			
340 CHARGES FOR SERVICES	(2,875,000)		(2,875,000)
360 MISCELLANEOUS REVENUES	(150,000)		(150,000)
399 FUND BALANCE	(5,380,000)	(433,759)	(5,813,759)
REVENUES Total	**(8,405,000)**	**(433,759)**	**(8,838,759)**
EXPENDITURES			
510 PERSONNEL SERVICES	259,866		259,866
530 OPERATING EXPENDITURES	2,945,250		2,945,250
540 INTERNAL SERVICE CHARGES	30,966		30,966
560 CAPITAL OUTLAY	62,500		62,500
599 RESERVES	5,106,419	433,759	5,540,177
EXPENDITURES Total	**8,405,000**	**433,759**	**8,838,759**
50300 HEALTH INSURANCE FUND			

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
REVENUES			
340 CHARGES FOR SERVICES	(28,070,000)		(28,070,000)
360 MISCELLANEOUS REVENUES	(775,000)		(775,000)
399 FUND BALANCE	(14,539,585)	(1,722,601)	(16,262,186)
REVENUES Total	**(43,384,585)**	**(1,722,601)**	**(45,107,186)**
EXPENDITURES			
510 PERSONNEL SERVICES	446,192		446,192
530 OPERATING EXPENDITURES	29,525,919		29,525,919
540 INTERNAL SERVICE CHARGES	28,757		28,757
560 CAPITAL OUTLAY	50,000		50,000
599 RESERVES	13,333,718	1,722,601	15,056,318
EXPENDITURES Total	**43,384,585**	**1,722,601**	**45,107,186**

60301 BOCC AGENCY FUND

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(38,000)	(8,813)	(46,813)
REVENUES Total	**(38,000)**	**(8,813)**	**(46,813)**
EXPENDITURES			
530 OPERATING EXPENDITURES	38,000	8,813	46,813
EXPENDITURES Total	**38,000**	**8,813**	**46,813**

60303 LIBRARIES-DESIGNATED

REVENUES			
360 MISCELLANEOUS REVENUES	(50,000)		(50,000)
399 FUND BALANCE	(19,258)	(76,807)	(96,065)
REVENUES Total	**(69,258)**	**(76,807)**	**(146,065)**
EXPENDITURES			
530 OPERATING EXPENDITURES	69,258	76,807	146,065
560 CAPITAL OUTLAY	-		-
EXPENDITURES Total	**69,258**	**76,807**	**146,065**

60304 ANIMAL CONTROL

REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(143,693)	(45,295)	(188,988)
REVENUES Total	**(143,693)**	**(45,295)**	**(188,988)**
EXPENDITURES			
530 OPERATING EXPENDITURES	9,193	45,295	54,488
560 CAPITAL OUTLAY	134,500		134,500

SEMINOLE COUNTY REVENUES AND EXPENDITURES BY FUND

FUND - ACCOUNT MAJOR	FY23 CURRENT BUDGET	ADJUSTMENT	FY23 REVISED BUDGET
EXPENDITURES Total	**143,693**	**45,295**	**188,988**
60305 HISTORICAL COMMISSION			
REVENUES			
360 MISCELLANEOUS REVENUES	-		-
399 FUND BALANCE	(24,000)	(3,490)	(27,490)
REVENUES Total	**(24,000)**	**(3,490)**	**(27,490)**
EXPENDITURES			
530 OPERATING EXPENDITURES	24,000	3,490	27,490
EXPENDITURES Total	**24,000**	**3,490**	**27,490**
TOTAL REVENUES	(1,618,652,245)	(47,254,130)	(1,665,906,375)
TOTAL EXPENDITURES	1,618,652,245	47,254,130	1,665,906,375

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-036**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: VARIOUS

Fund(s): VARIOUS

RM Recommendation	
S.CARRICK	4/17/2023
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:
FY 2022/23 MID YEAR FUND BALANCE ADJUSTMENTS

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			SEE DETAILS ON FOLLOWING PAGES					
Revenue								
Revenue								
							Total Sources	**47,254,130.15**
Expenditure								
Expenditure								
Expenditure								
Expenditure			SEE DETAILS ON FOLLOWING PAGES					
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	(5,044,276.44)
Reserve								
Reserve								
							Reserve Sub-Total	52,298,406.59
							Total Uses	**47,254,130.15**

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:_____

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11200	11200	381100	11201	TRANSFER IN		9109999919	470.96
Revenue	00100	00100	399999		BEGINNING FUND BALANCE		3999990001	6,714,323.71
Revenue	00103	00103	399999		BEGINNING FUND BALANCE		3999990001	(2,228.12)
Revenue	00104	00104	399999		BEGINNING FUND BALANCE		3999990001	(400,237.48)
Revenue	00100	00100	381100	13000	TRANSFER IN		9109999921	28,272.67
Revenue	00100	00243114	369400		REIMBURSEMENTS		3694000001	(106,771.00)
Revenue	00108	00108	399999		BEGINNING FUND BALANCE		3999990001	(5,374.32)
Revenue	00109	00109	399999		BEGINNING FUND BALANCE		3999990001	34,076.36
Revenue	00112	00112	399999		BEGINNING FUND BALANCE		3999990001	142,226.61
Revenue	10101	10101	399999		BEGINNING FUND BALANCE		3999990001	2,300,737.32
Revenue	10102	10102	399999		BEGINNING FUND BALANCE		3999990001	132,213.95
Revenue	10103	10103	399999		BEGINNING FUND BALANCE		3109999901	(936.27)
Revenue	10104	10104	399999		BEGINNING FUND BALANCE		3999990001	59,823.75
Revenue	10400	10400	399999		BEGINNING FUND BALANCE		3999990001	1,090,552.97
Revenue	11000	11000	399999		BEGINNING FUND BALANCE		3999990001	1,625,000.00
Revenue	11001	11001	399999		BEGINNING FUND BALANCE		3999990001	950,870.68
Revenue	11200	11200	399999		BEGINNING FUND BALANCE		3999990001	4,680,641.41
Revenue	11200	01785404	399999		BEGINNING FUND BALANCE		3999990001	(17,906.85)
Revenue	11201	11201	399999		BEGINNING FUND BALANCE		3999990001	470.96
Revenue	11400	11400	399999		BEGINNING FUND BALANCE		3999990001	314,344.05
Revenue	11500	11500	399999		BEGINNING FUND BALANCE		3999990001	(92,585.27)
Revenue	11560	11560	399999		BEGINNING FUND BALANCE		3999990001	8,473,996.15
Revenue	11400	11400	341160		COURT TECH FEE $2		3411600001	(314,344.05)
Revenue	12200	12200	399999		BEGINNING FUND BALANCE		3999990001	(24,358.94)
Revenue	11908	02301020	331230		EMERGENCY MANAGEMENT		3312300001	(5,000.00)
Revenue	11917	02004044	331720		FEDERAL RECREATION GRANT			(200,000.00)
Revenue	11917	02004044	334490		TRANSPORTATION REV GRANT			(125,011.00)
Revenue	11920	00276971	361100		Interest on Investments			825.99
Revenue	11920	00276971	369900		Miscellaneous-Other			50,000.00
Revenue	11920	00276973	361100		Interest on Investments			3,273.25
Revenue	11920	00276973	369950		NSP Resales/Program Income		9501192001	1,251.25
Revenue	11931	00277017	334699		EMERGENCY HOMELESS			(21,922.32)
Revenue	11931	00277016	331690		FEDERAL GRANT HUMAN SERVICES			(29,213.90)
Revenue	12300	12300	399999		BEGINNING FUND BALANCE		3999990001	131,081.65
Revenue	12302	12302	399999		BEGINNING FUND BALANCE		3999990001	(19,466.10)
Revenue	12500	12500	399999		BEGINNING FUND BALANCE		3999990001	673,712.92
Revenue	12601	12601	399999		BEGINNING FUND BALANCE		3999990001	831,273.70
Revenue	12602	12602	399999		BEGINNING FUND BALANCE		3999990001	(2,721.91)
Revenue	12603	12603	399999		BEGINNING FUND BALANCE		3999990001	363.27
Revenue	12604	12604	399999		BEGINNING FUND BALANCE		3999990001	(1,138.95)
Revenue	12606	12606	399999		BEGINNING FUND BALANCE		3999990001	501,885.96

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	12607	12607	399999		BEGINNING FUND BALANCE		3999990001	55,499.94
Revenue	12608	12608	399999		BEGINNING FUND BALANCE		3999990001	1,187,258.72
Revenue	12609	12609	399999		BEGINNING FUND BALANCE		3999990001	(128,147.80)
Revenue	12801	12801	399999		BEGINNING FUND BALANCE		3999990001	(167,111.18)
Revenue	12802	12802	399999		BEGINNING FUND BALANCE		3999990001	2,461.96
Revenue	12804	12804	399999		BEGINNING FUND BALANCE		3999990001	197,523.70
Revenue	12805	12805	399999		BEGINNING FUND BALANCE		3999990001	323.39
Revenue	13000	13000	399999		BEGINNING FUND BALANCE		3999990001	28,272.67
Revenue	13100	13100	399999		BEGINNING FUND BALANCE		3999990001	345,971.84
Revenue	15000	15000	399999		BEGINNING FUND BALANCE		3999990001	38,315.19
Revenue	15100	15100	399999		BEGINNING FUND BALANCE		3999990001	393,277.47
Revenue	16000	16000	399999		BEGINNING FUND BALANCE		3999990001	202,995.34
Revenue	16005	16005	399999		BEGINNING FUND BALANCE		3999990001	31,955.22
Revenue	16006	16006	399999		BEGINNING FUND BALANCE		3999990001	17,850.05
Revenue	16007	16007	399999		BEGINNING FUND BALANCE		3999990001	10,562.39
Revenue	16010	16010	399999		BEGINNING FUND BALANCE		3999990001	5,648.81
Revenue	16013	16013	399999		BEGINNING FUND BALANCE		3999990001	(947.65)
Revenue	16020	16020	399999		BEGINNING FUND BALANCE		3999990001	779.53
Revenue	16021	16021	399999		BEGINNING FUND BALANCE		3999990001	2,817.99
Revenue	16023	16023	399999		BEGINNING FUND BALANCE		3999990001	7,033.06
Revenue	16024	16024	399999		BEGINNING FUND BALANCE		3999990001	677.38
Revenue	16025	16025	399999		BEGINNING FUND BALANCE		3999990001	7,213.60
Revenue	16026	16026	399999		BEGINNING FUND BALANCE		3999990001	4,149.10
Revenue	16027	16027	399999		BEGINNING FUND BALANCE		3999990001	7,154.74
Revenue	16028	16028	399999		BEGINNING FUND BALANCE		3999990001	788.86
Revenue	16030	16030	399999		BEGINNING FUND BALANCE		3999990001	(6,677.21)
Revenue	16031	16031	399999		BEGINNING FUND BALANCE		3999990001	1,946.95
Revenue	16032	16032	399999		BEGINNING FUND BALANCE		3999990001	1,046.37
Revenue	16033	16033	399999		BEGINNING FUND BALANCE		3999990001	(1,342.42)
Revenue	16035	16035	399999		BEGINNING FUND BALANCE		3999990001	1,767.66
Revenue	16036	16036	399999		BEGINNING FUND BALANCE		3999990001	(8,265.87)
Revenue	16073	16073	399999		BEGINNING FUND BALANCE		3999990001	1,985.77
Revenue	16077	16077	399999		BEGINNING FUND BALANCE		3999990001	3,518.22
Revenue	21200	21200	381100	00100	TRANSFER IN		7100903414	(3,166,199.00)
Revenue	22600	22600	381100	00100	TRANSFER IN		7100903414	3,166,199.00
Revenue	16080	16080	399999		BEGINNING FUND BALANCE		3999990001	(10,857.16)
Revenue	30600	30600	399999		BEGINNING FUND BALANCE		3999990001	839.82
Revenue	32100	32100	399999		BEGINNING FUND BALANCE		3999990001	39,735.30
Revenue	32200	32200	399999		BEGINNING FUND BALANCE		3999990001	(794.76)
Revenue	40100	40100	399999		BEGINNING FUND BALANCE		3999990001	2,831,918.58
Revenue	40102	40102	399999		BEGINNING FUND BALANCE		3999990001	128,563.38

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	40103	40103	399999		BEGINNING FUND BALANCE		3999990001	1,268,907.12
Revenue	40108	40108	399999		BEGINNING FUND BALANCE		3999990001	2,232,177.18
Revenue	40201	40201	399999		BEGINNING FUND BALANCE		3999990001	1,188,116.40
Revenue	40204	40204	399999		BEGINNING FUND BALANCE		3999990001	(105,558.87)
Revenue	40301	40301	399999		BEGINNING FUND BALANCE		3999990001	75,520.09
Revenue	50100	50100	399999		BEGINNING FUND BALANCE		3999990001	696,021.46
Revenue	50200	50200	399999		BEGINNING FUND BALANCE		3999990001	433,758.73
Revenue	50300	50300	399999		BEGINNING FUND BALANCE		3999990001	1,722,600.65
Revenue	60301	60301	399999		BEGINNING FUND BALANCE		3999990001	8,812.82
Revenue	60303	60303	399999		BEGINNING FUND BALANCE		3999990001	76,807.32
Revenue	60304	60304	399999		BEGINNING FUND BALANCE		3999990001	45,295.24
Revenue	00100	00100	335120		INTERGOVERNMENTAL REVENUE		3351200001	750,000.00
Revenue	00100	00100	348880		CHARGES FOR SERVICES		3488800001	(450,000.00)
Revenue	00100	00100	314100		TAXES		3141000001	(300,000.00)
Revenue	60305	60305	399999		BEGINNING FUND BALANCE		3999990001	3,490.00
Revenue	00100	02309024	331510		DISASTER RELIEF		5109999904	7,000,000.00

Total Sources **47,254,130.15**

Expenditure	00100	00007121	530460	00001	REPAIRS AND MAINTENANCE		6420109013	1,963.02
Expenditure	00100	00007121	560642	00001	EQUIPMENT >$4999		6420109013	5,673.84
Expenditure	00100	014001	590910	22600	TRANSFER OUT		7100903414	3,166,199.00
Expenditure	60304	00006655	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	45,295.24
Expenditure	11500	00015002	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(92,585.27)
Expenditure	40108	00021726	560650	00001	CONSTRUCTION IN PROGRESS			(1,146,687.15)
Expenditure	40108	00024814	530310		PROFESSIONAL SERVICES			(200,000.00)
Expenditure	40108	00024814	560646	00001	CAPITAL SOFTWARE>$4,999		6469999901	(100,000.00)
Expenditure	60303	00044210	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	76,807.32
Expenditure	40108	00065285	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(2,500,000.00)
Expenditure	40108	00181605	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(1,743,307.19)
Expenditure	40108	00181605	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(694,097.48)
Expenditure	40108	00195209	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(3,190,793.14)
Expenditure	40108	00195785	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(1,529,468.00)
Expenditure	40108	00203203	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(150,000.00)
Expenditure	40108	00203206	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(371,823.38)
Expenditure	40108	00227405	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(700,000.00)
Expenditure	40108	00227420	560642	00001	EQUIPMENT >$4999		6429999901	(1,638,043.16)
Expenditure	40108	00227420	560642	00001	EQUIPMENT >$4999		6429999901	(628,966.59)
Expenditure	00100	00243114	530460		REPAIRS AND MAINTENANCE			(106,771.00)
Expenditure	40108	00243505	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(150,000.00)
Expenditure	40201	00244604	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(477,969.81)
Expenditure	40201	00244604	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(422,030.19)
Expenditure	11920	00276971	580833		Other Grants & Aids Ind.		8339999901	50,825.99
Expenditure	11920	00276973	530440		Rental and Leases		4409999901	4,524.50
Expenditure	00100	00276982	530310		PROFESSIONAL SERVICES			(19,862.00)

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11931	00277016	580833		OTHER GRANTS & AIDS/INDIVIDUAL			(29,213.90)
Expenditure	11931	00277017	580833		OTHER GRANTS & AIDS/INDIVIDUAL			(21,922.32)
Expenditure	40201	00281204	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(357,018.29)
Expenditure	40201	00281204	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(144,023.88)
Expenditure	40201	00281204	530310		PROFESSIONAL SERVICES			1,042.17
Expenditure	40108	00283005	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(854,316.37)
Expenditure	40108	00283005	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(608,000.00)
Expenditure	40108	00283005	530310		PROFESSIONAL SERVICES		3100380001	62,316.37
Expenditure	00100	00284203	530310		PROFESSIONAL SERVICES			(61,390.00)
Expenditure	50100	010504	530451		BOCC INSURANCE CLAIMS		4519999901	696,021.46
Expenditure	13100	011101	510120		REGULAR SALARIES & WAGES			30,000.00
Expenditure	00100	014001	590910	21200	TRANSFER OUT		7100903414	(3,166,199.00)
Expenditure	13000	014070	590910	00100	TRANSFER TO 00100		9109999921	28,272.67
Expenditure	11560	01785240	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01785248	560610	00001	LAND		6109999901	-
Expenditure	11560	01785248	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01785248	560652	00001	CEI SERVICES		6529999901	-
Expenditure	11560	01785248	560680	00001	CONSTRUCTION & DESIGN		6809999901	-
Expenditure	11560	01785272	560610	00001	LAND		6109999901	-
Expenditure	11560	01785272	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01785272	560652	00001	CEI SERVICES		6529999901	-
Expenditure	11560	01785272	560680	00001	CONSTRUCTION & DESIGN		6809999901	-
Expenditure	11560	01785443	560680	00001	CONSTRUCTION & DESIGN		6809999901	-
Expenditure	11560	01785447	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01785479	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	00100	01901018	560642	00001	EQUIPMENT >$4999			(4,835.50)
Expenditure	11560	01907066	560610	00001	LAND		6109999901	-
Expenditure	11560	01907066	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01907066	560652	00001	CEI SERVICES		6529999901	-
Expenditure	11560	01907066	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	40201	01909102	530460	00001	REPAIRS AND MAINTENANCE		4609999905	(60,000.00)
Expenditure	40201	01909102	530460		REPAIRS AND MAINTENANCE			(22,000.00)
Expenditure	16000	01918005	530460		REPAIRS AND MAINTENANCE			(24,845.34)
Expenditure	11917	02004044	560650	00001	CONSTRUCTION IN PROGRESS			(325,011.00)
Expenditure	11200	02005012	530310		PROFESSIONAL SERVICES			167,111.18
EXPENDITURE	12801	02005021	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(167,111.18)
EXPENDITURE	10101	02007001	560642	00001	CAPITAL EQUIPMENT		6429999901	(15,490.00)
Expenditure	11560	02007111	530310		PROFESSIONAL SERVICES		3109999901	-
Expenditure	40100	02008036	530310		PROFESSIONAL SERVICES			(20,000.00)
Expenditure	11200	02105001	560646	00001	CAPITAL SOFTWARE			(30,000.00)
Expenditure	11560	02107079	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	02107079	560652	00001	CEI SERVICES		6529999901	-
Expenditure	11560	02107079	560680	00001	CONSTRUCTION & DESIGN		6809999901	-
Expenditure	40108	02108043	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(4,329.95)
Expenditure	40108	02108043	530310		PROFESSIONAL SERVICES		3109999901	4,329.22
Expenditure	40201	02109026	560642	00001	EQUIPMENT >$4999		6429999901	(7,500.00)
Expenditure	40201	02109026	560642	00001	EQUIPMENT >$4999		6429999901	(2,500.00)
Expenditure	40201	02109026	560630	00001	IMPROVEMENTS OTH THAN BLD		6309999901	9,650.00

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	40201	02109034	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(700,000.00)
Expenditure	10400	02111004	530521		EQUIPMENT $1000-$4999			(125,000.00)
EXPENDITURE	10400	02111005	560646		CAPITAL SOFTWARE		6469999901	1,215,552.97
Expenditure	00112	02118017	530499		CHARGES/OBLIGATIONS-CONTINGENC		4900103002	142,226.61
Expenditure	10104	02207105	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	59,823.75
Expenditure	40108	02208024	530310		PROFESSIONAL SERVICES		3100380001	(1,403,503.97)
Expenditure	40108	02208024	530310		PROFESSIONAL SERVICES			(570,615.98)
Expenditure	40108	02208028	560650	00001	CONSTRUCTION IN PROGRESS			(698,000.00)
Expenditure	40108	02208031	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(300,000.00)
Expenditure	40100	02208040	560642	00001	EQUIPMENT >$4999		6429999901	(1,453.26)
Expenditure	40100	02208043	560642	00001	EQUIPMENT >$4999	00226195W	6429999901	33.51
Expenditure	40201	02209027	560642	00001	EQUIPMENT >$4999		6429999901	(8,000.00)
Expenditure	40201	02209027	530460		REPAIRS AND MAINTENANCE		4600879202	6,232.57
Expenditure	00100	02214002	530310		PROFESSIONAL SERVICES		3109999901	23,674.00
Expenditure	00100	02218010	530310		PROFESSIONAL SERVICES		3109999901	9,163.00
Expenditure	11908	02301020	530520		OPERATING SUPPLIES		5209999901	(5,000.00)
Expenditure	12602	02307080	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(2,721.91)
Expenditure	11560	02307083	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	02307083	560652	00001	CEI SERVICES		6529999901	-
Expenditure	11560	01785350	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	01785350	560680	00001	CONSTRUCTION & DESIGN		6809999901	-
Expenditure	11560	02307099	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	02307100	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	11560	02307101	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	-
Expenditure	40201	02309019	560642	00001	EQUIPMENT >$4999		6429999901	(91,990.00)
Expenditure	00100	02309024	530340		OTHER SERVICES	90000922	3400380002	7,000,000.00
Expenditure	00100	044000	510120		REGULAR SALARIES & WAGES			127,817.83
Expenditure	60305	044510	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	3,490.00
Expenditure	11200	056100	510120		REGULAR SALARIES & WAGES			1,000,000.00
Expenditure	11201	056111	590910	11200	TRANSFER TO FUND 11200		9109999919	470.96
Expenditure	00100	056200	510120		REGULAR SALARIES & WAGES			56,399.20
Expenditure	12300	066204	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	131,081.65
Expenditure	16006	075106	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	17,850.05
Expenditure	16007	075107	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	10,562.39
Expenditure	16010	075110	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	5,648.81
Expenditure	16013	075113	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	(947.65)
Expenditure	16005	075118	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	31,955.22
Expenditure	16020	075120	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	779.53
Expenditure	16021	075121	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	2,817.99
Expenditure	16023	075123	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	7,033.06
Expenditure	16024	075124	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	677.38
Expenditure	16025	075125	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	7,213.60
Expenditure	16026	075126	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	4,149.10
Expenditure	16027	075127	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	7,154.74
Expenditure	16028	075128	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	788.86
Expenditure	16030	075130	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	(6,677.21)
Expenditure	16031	075131	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	1,946.95
Expenditure	16032	075132	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	1,046.37

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	16033	075133	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	(1,342.42)
Expenditure	16035	075135	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	1,767.66
Expenditure	16036	075136	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	(8,265.87)
Expenditure	16073	075173	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	1,985.77
Expenditure	16077	075177	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	3,518.22
Expenditure	21200	090336	570710		PRINCIPAL		7100903414	(3,000,000.00)
Expenditure	21200	090336	570720		INTEREST		7100903414	(162,699.00)
Expenditure	21200	090336	570730		OTHER DEBT SERVICE		7309999901	(3,500.00)
Expenditure	22600	090337	570710		PRINCIPAL		7100903414	3,000,000.00
Expenditure	22600	090337	570720		INTEREST		7100903414	162,699.00
Expenditure	22600	090337	570730		OTHER DEBT SERVICE		7309999901	3,500.00
Expenditure	12200	110109	530340		OTHER SERVICES			(24,358.94)
Expenditure	00103	113010	530340		OTHER SERVICES		3401130105	(2,228.12)
Expenditure	12805	127000	530490		OTHER CHARGES/OBLIGATIONS			323.39
Expenditure	10103	02107095	530310		PROFESSIONAL SERVICES		3109999901	(936.27)
Expenditure	60301	043809	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	8,812.82
Expenditure	16080	075180	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	(10,857.16)
							Expenditure Sub-Total	(11,507,979.91)
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	6,603,992.99
Reserve	00104	999974	599998		RESERVE FOR CONTINGENCIES		9989999901	(400,237.48)
Reserve	00108	999916	599994		RESERVE FOR CAPITAL		9949999901	(5,374.32)
Reserve	00109	999983	599998		RESERVE FOR CONTINGENCIES		9989999901	34,076.36
Reserve	10101	999902	599998		RESERVE FOR CONTINGENCIES		9989999901	2,316,227.32
Reserve	10102	999927	599998		RESERVE FOR CONTINGENCIES		9989999901	132,213.95
Reserve	11000	999910	599998		RESERVE FOR CONTINGENCIES		9989999901	1,625,000.00
Reserve	11001	999954	599998		RESERVE FOR CONTINGENCIES		9989999901	950,870.68
Reserve	11200	999912	599994		RESERVE FOR CAPITAL		9949999901	3,544,001.19
Reserve	11200	01785404	599994		RESERVE FOR CAPITAL		9949999901	(17,906.85)
Reserve	11560	999964	599994		RESERVE FOR CAPITAL		9949999901	8,473,996.15
Reserve	12302	999963	599998		RESERVE FOR CONTINGENCIES		9989999901	(19,466.10)
Reserve	12500	999925	599998		RESERVE FOR CONTINGENCIES		9989999901	673,712.92
Reserve	12601	999906	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	831,273.70
Reserve	12603	999908	599994		RESERVE FOR CAPITAL		9949999901	363.27
Reserve	12604	999909	599994		RESERVE FOR CAPITAL		9949999901	(1,138.95)
Reserve	12606	999936	599994		RESERVE FOR CAPITAL		9949999901	501,885.96
Reserve	12607	999937	599994		RESERVE FOR CAPITAL		9949999901	55,499.94
Reserve	12608	999938	599994		RESERVE FOR CAPITAL		9949999901	1,187,258.72
Reserve	12609	999939	599994		RESERVE FOR CAPITAL		9949999901	(128,147.80)
Reserve	12802	126000	599998		RESERVE FOR CONTINGENCIES		9989999901	2,461.96
Reserve	12804	999914	599998		RESERVE FOR CONTINGENCIES		9989999901	197,523.70
Reserve	13100	999982	599998		RESERVE FOR CONTINGENCIES		9989999901	315,971.84
Reserve	15000	999981	599998		RESERVE FOR CONTINGENCIES		9989999901	38,315.19
Reserve	15100	999951	599998		RESERVE FOR CONTINGENCIES		9989999902	393,277.47
Reserve	16000	999960	599998		RESERVE FOR CONTINGENCIES		9989999901	227,840.68
Reserve	30600	999989	599998		RESERVE FOR CONTINGENCIES		9989999901	839.82
Reserve	32100	999990	599998		RESERVE FOR CONTINGENCIES		9989999901	39,735.30

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-036

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Reserve	32200	999998	599998		RESERVE FOR CONTINGENCIES		9989999901	(794.76)
Reserve	40100	999903	599998		RESERVE FOR CONTINGENCIES		9989999901	2,853,338.33
Reserve	40102	999918	599994		RESERVE FOR CAPITAL		9949999901	128,563.38
Reserve	40103	999919	599994		RESERVE FOR CAPITAL		9949999901	1,268,907.12
Reserve	40108	999928	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	21,347,483.95
Reserve	40201	999942	599998		RESERVE FOR CONTINGENCIES		9989999901	3,464,223.83
Reserve	40204	999943	599998		RESERVE FOR CONTINGENCIES		9989999901	(105,558.87)
Reserve	40301	999986	599998		RESERVE FOR CONTINGENCIES		9989999901	75,520.09
Reserve	50200	999922	599998		RESERVE FOR CONTINGENCIES		9989999901	433,758.73
Reserve	50300	999926	599998		RESERVE FOR CONTINGENCIES		9989999901	1,722,600.65
							Reserve Sub-Total	58,762,110.06

Total Uses **47,254,130.15**

File Number: 2023-386

Title:

El Caserio Rezone - Consider a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling), for a nine (9) lot single-family residential subdivision on approximately 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run; (Z2022-30) (Mikel Aizpurua, Applicant) District1 - Dallari (**Annie Sillaway, Project Manager**).

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Annie Sillaway 407-665-7936

Motion/Recommendation:

1. Adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) for 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run; or

2. Deny adoption of the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) for 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run; or

3. Continue the request to a time and date certain.

Background:

The Applicant is requesting a rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) to develop the subject property as a single-family residential subdivision. Due to resident concerns and discussion at the Planning and Zoning Commission, the Applicant amended their original request to Rezone to R-1A (Single Family Dwelling) and is now requesting a rezone to R-1AA (Single Family Dwelling).

The subject property has a Low Density Residential Future Land Use designation, which allows up to four (4) dwelling units per net buildable acre. The requested R-1AA zoning is permitted within the LDR future land use designation.

The Applicant is proposing nine (9) lots, and there are approximately 1.06 acres of wetland on site. There is an existing house on the subject site that will remain as part of the nine (9) lot subdivision. If the applicant decides not to mitigate the wetland area it will be deducted from the net buildable acreage calculation. The total acreage of 6.47 acres minus the 1.06 acres of wetlands would provide the applicant approximately 5.41 acres of upland area. The proposed nine (9) lots would be developed at approximately 1.66 dwelling units per net buildable acre.

Seminole County will be the service provider for water and sewer. There is an existing six (6) inch sanitary sewer pipe running along the east side of Old Lockwood Road. However, Environmental Services has determined there is insufficient sanitary sewer capacity in the County's downstream systems for the subject property to develop and the County is unable to provide capacity to sanitary sewer at this time. Until the County can increase the downstream capacity, no new development construction can be approved in this service area. However, the Applicant may proceed with the Rezone and develop with the intent to connect to the sanitary sewer, but the Applicant will not be issued Certificates of Occupancy (CO's) until downstream capacity becomes available. The Applicant has been put on notice of these sewer capacity issues and stipulations.

The Future Land Use designations and Zoning classifications of the surrounding area are as follows:

East: Vacant Parcel

Future Land Use: Preserved Managed Lands

Zoning: Public Lands and Institutions

West: Old Lockwood Road

Future Land Use: Planned Development, Low Density Residential

Zoning: Planned Development (Legacy Point) - Assisted Living Facility, R-1A (Single Family Dwelling) - (Ellingsworth Residential) - 70' width single-family lots; Planned Development (Carillon) - seventy (70) foot wide single-family lots.

North: Future Land Use: Commercial

Zoning: R-1AA (Single Family Dwelling) - (Hampton Estates) - 90' width single family lots, Planned Development (Fawn Run)

South: Future Land Use: Preserved Managed Lands

Zoning: Public Lands and Institutions

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 approximately 1.06 acres of wetlands on the subject property. A topographic survey showing wetland and floodplain delineations will be required at Final engineering.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to Final Engineering approval.

Utilities:

This subject property is in the Seminole County utility service area and will require the Applicant to connect to public water and reclaimed water utilities. There is a sixteen (16) inch water main and a twenty-four (24) inch reclaimed water main available on the west side of Old Lockwood Road. There is a six (6) inch sanitary sewer force main crossing Old Lockwood Road just north of the northern property boundary.

A connection to the sanitary sewer force main is not required by rule, but it could be made available if needed. However, the County currently has no sanitary sewer capacity available downstream until a new line is installed between Old Lockwood Road and Lockwood Boulevard. Environmental Services currently has a project underway to add downstream capacity. The County should have sufficient capacity once the project is complete.

The subject property is in the ten-year master plan for reclaimed water. Potable and reclaimed water is available and sewer capacity will soon be available to serve the proposed development.

Transportation/Traffic:

The property proposes access onto Old Lockwood Road, which is classified as a Minor Collector roadway. Old Lockwood Road is currently operating at a LOS (Level of Service) “A-C” depending on direction of the traffic flow and/or the time of day and does not have

improvements programmed in the County Five (5) Year Capital Improvement Program.

Sidewalks:

There are no existing sidewalks along Old Lockwood Road. The developer will be required to build a five (5) foot sidewalk along Old Lockwood Road.

Drainage:

The proposed project is located within the Big Econlockhatchee River Drainage Basin and has a limited downstream capacity. Therefore, the site will have to be designed to hold the twenty-five (25) year, twenty-four (24) hour storm event onsite unless a viable legal outfall is determined.

Buffers:

Buffers will be determined at Final Engineering approval and will comply with the Seminole County Land Development Code (SCLDC).

Open Space:

Based on Sec. 30.1344 (a)(2), this rezone to R-1AA (Single Family Dwelling) will not require the Applicant to provide open space for the proposed subdivision.

Public School Capacity Determination:

Seminole County Public Schools provided a School Impact Analysis School Capacity Determination for the proposed project based on Concurrency Service Area (CSA) and Zoned Schools for the property. The zoned Elementary Schools (Carillon and Evans) and Middle School (Jackson Heights) are currently over capacity. However, per the adopted Interlocal Agreement between the School District and Seminole County, available school capacity is based on Concurrency Service Areas. At this time capacity for this development is not available in the middle school CSA (M-4) where the development is being proposed. Adjacent CSA capacity is permitted to maintain LOS (Levels of Service) as per School Planning and Concurrency ILA section 12.3 (c). Available capacity has been found in the adjacent CSA (M-3) Indian Trails Middle, South Seminole Middle, and Tuskawilla Middle, for the proposed project. As a result, the student assignment may not be to the schools in the closest proximity to the proposed residential development. The analysis notes this is a nonbinding review and the numbers are for informational purposes and as indicated in this analysis may not represent future conditions when final approval requires a School Capacity Availability Letter of Determination (SCALD) reservation letter from the Seminole County School board.

Consistency with the Land Development Code

The proposed R-1AA (Single-Family Dwelling) zoning classification has been evaluated

for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 12.

The request is consistent with the Seminole County Land Development Code and the surrounding area. There is an existing development directly north of the subject site “Hampton Estates” that has ninety (90) foot wide lots; The proposed development supports the objectives of the R-1AA zoning which is consistent with the surrounding residential zoning classifications.

Staff finds the requested R-1AA (Single-Family Dwelling) zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The purpose and intent of the Low Density Residential Future Land Use designation is to identify 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.

The proposed R-1AA (Single Family Dwelling) 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 Low Density Residential Future Land Use designation.

Staff finds the proposed R-1AA (Single Family Dwelling) Zoning classification to be consistent with the Comprehensive Plan.

Planning & Zoning Commission Recommendation

The Planning & Zoning Commission met on April 5, 2023 and voted 5 to 1 to deny the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to R-1A (Single Family Dwelling) for 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run. During discussion, the Planning and Zoning Commission noted that Rezone to R-1AA (Single Family Dwelling) would be more compatible with the surrounding area. The Applicant modified their request from R-1A to R -1AA following the Planning and Zoning Commission meeting.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) for 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run.

Sillaway, Annie

From: Jeremy Anderson <janderson@commonoakengineering.com>
Sent: Monday, April 10, 2023 1:58 PM
To: Sillaway, Annie
Cc: Morgan Hampton
Subject: Re: El Caserio Rezone
Attachments: image001.png

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Services Security Team or contact 311Support at CSDSupport@seminole

Hi Annie,
Good afternoon. Thank you for your call earlier today. Based on the Planning Commission's concerns with our request to change the zoning of the subject property to R-1A during the Planning Commission hearing, we would like to change our request to rezone the property to R-1AA.

The owner's vision is to create a community in harmony with the county's vision and the community, and we hope this change will be well received.

Please let me know if you have any questions, and please let me know once this request is received and accepted, and I will notify the owner.

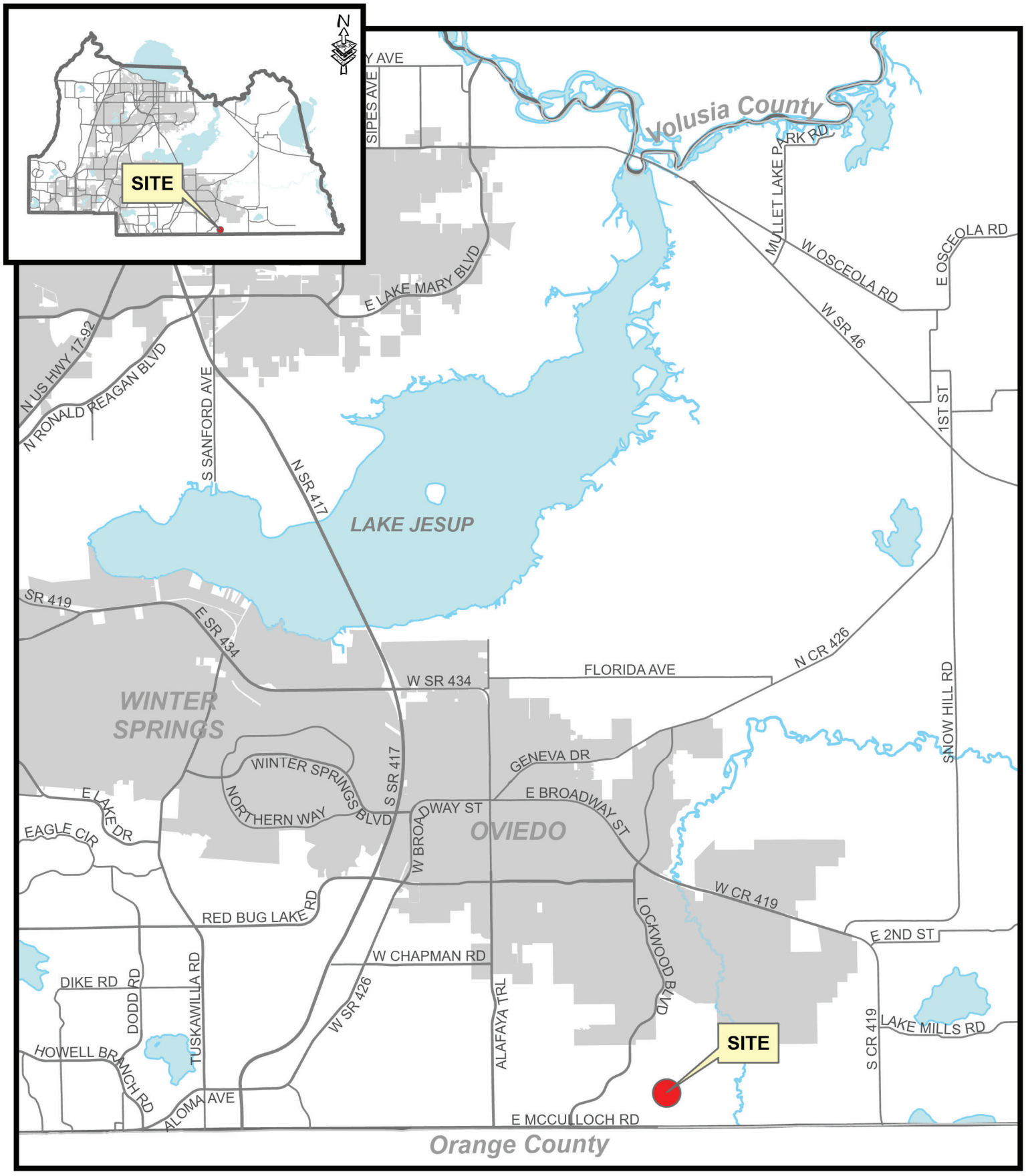
Thank you,
Jeremy

On Mon, Apr 10, 2023, 1:10 PM Sillaway, Annie <asillaway@seminolecountyfl.gov> wrote:

> Hi Jeremy,
>
> When you have a few minutes, please send me a write up on wanting to rezone to R-1AA. Thank you.

Annie Sillaway
Senior Planner
Development Services | Planning & Development

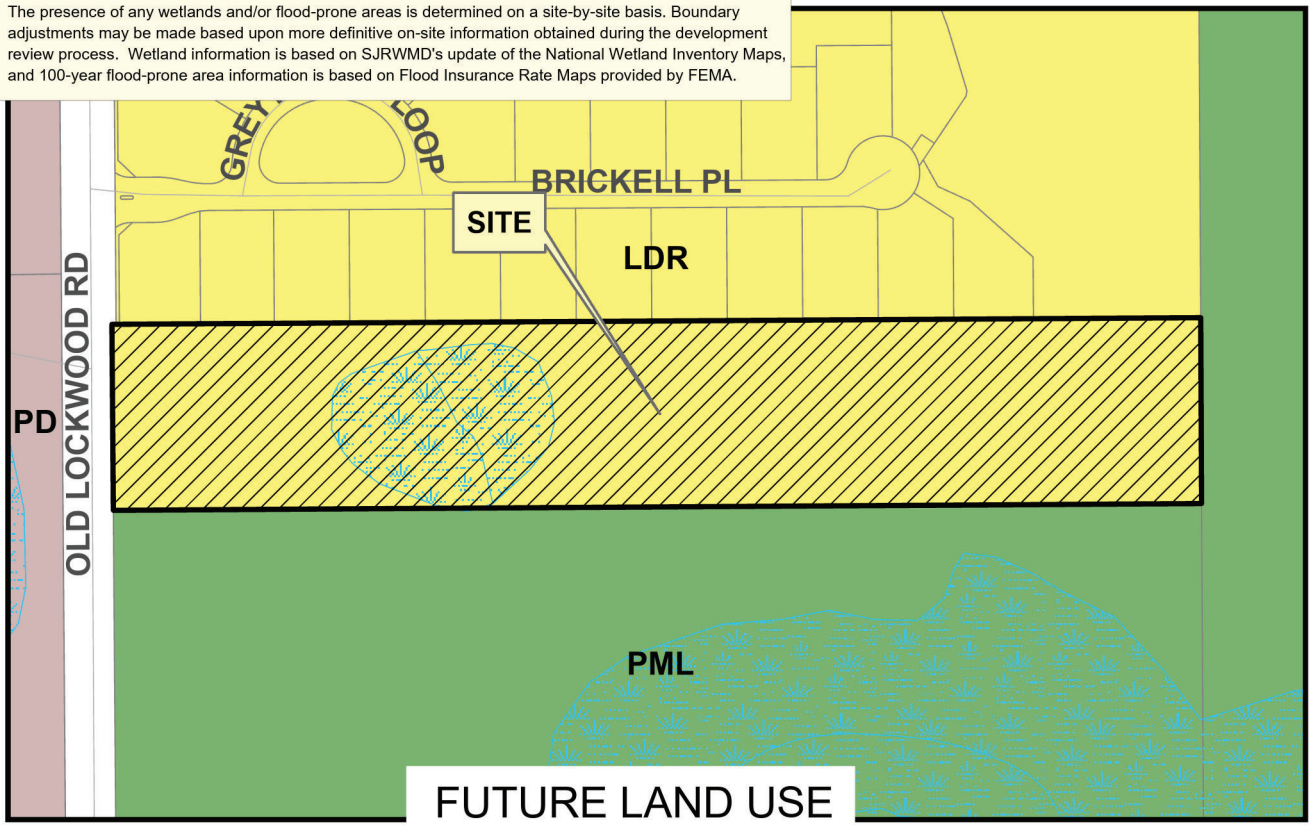
O: (407) 665-7936
1101 E. 1st Street, Sanford, FL 32771
asillaway@seminolecountyfl.gov
www.seminolecountyfl.gov



Date: 2/6/2023

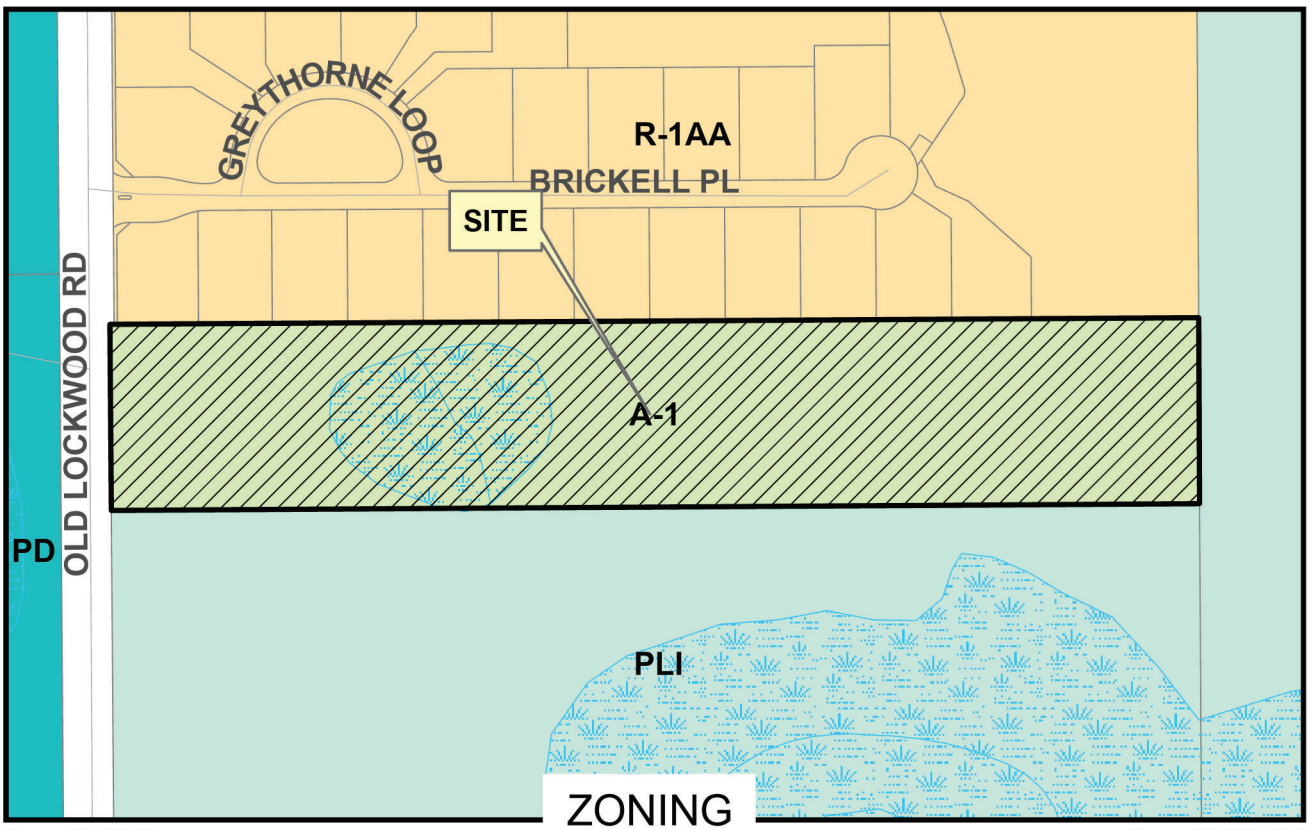
Name Z2022-030SiteMap

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



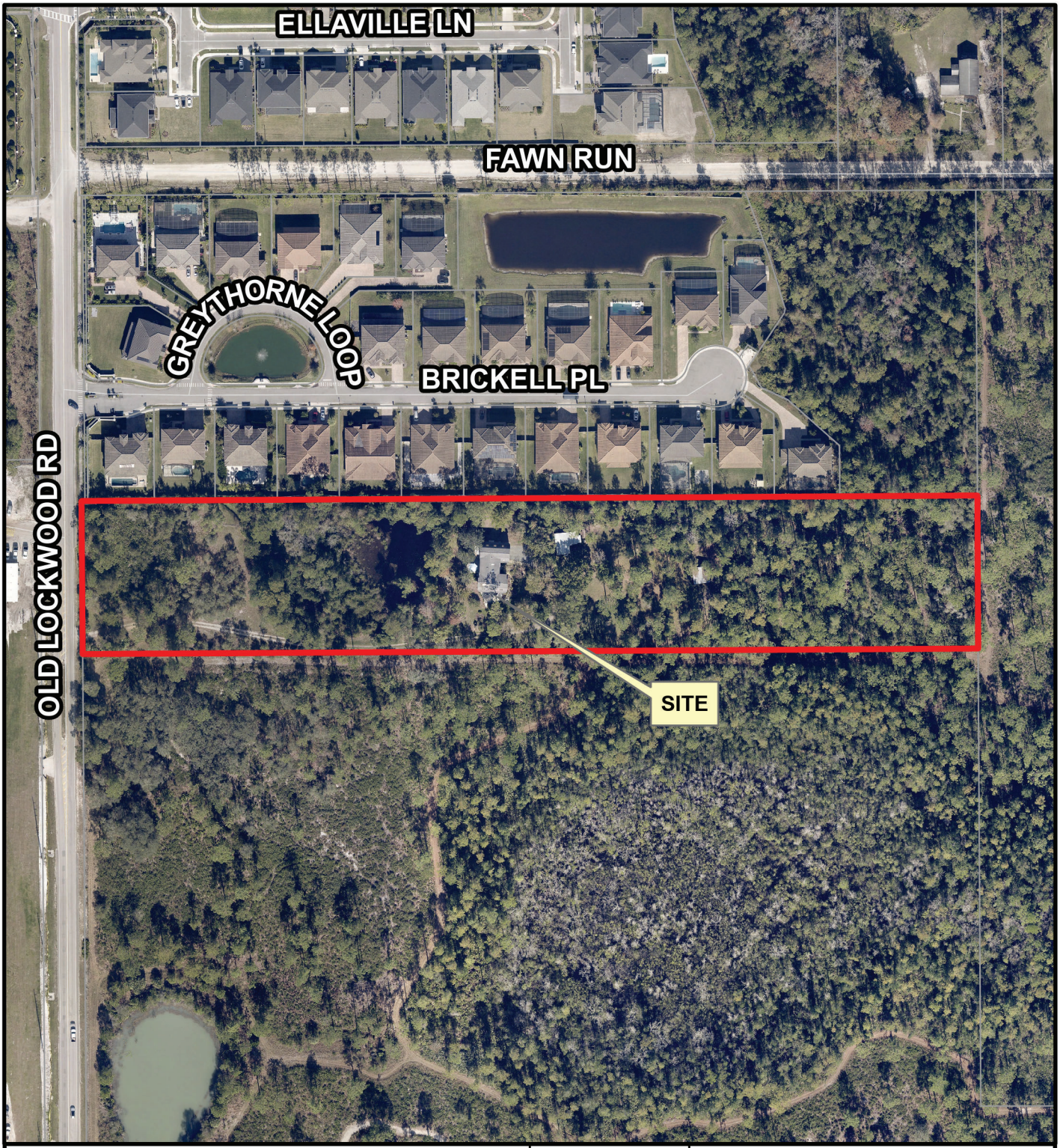
Applicant: Mikel Aizpurua
Physical STR: 36-21-31
Gross Acres: 6.6 +/- BCC District: 1
Existing Use: agriculture
Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2022-030	A-1	R-1A



Date: 2/6/2023

Name Z2022-030



Rezone No: Z2022-030
From: A-1 To: R-1A

Parcels
Site

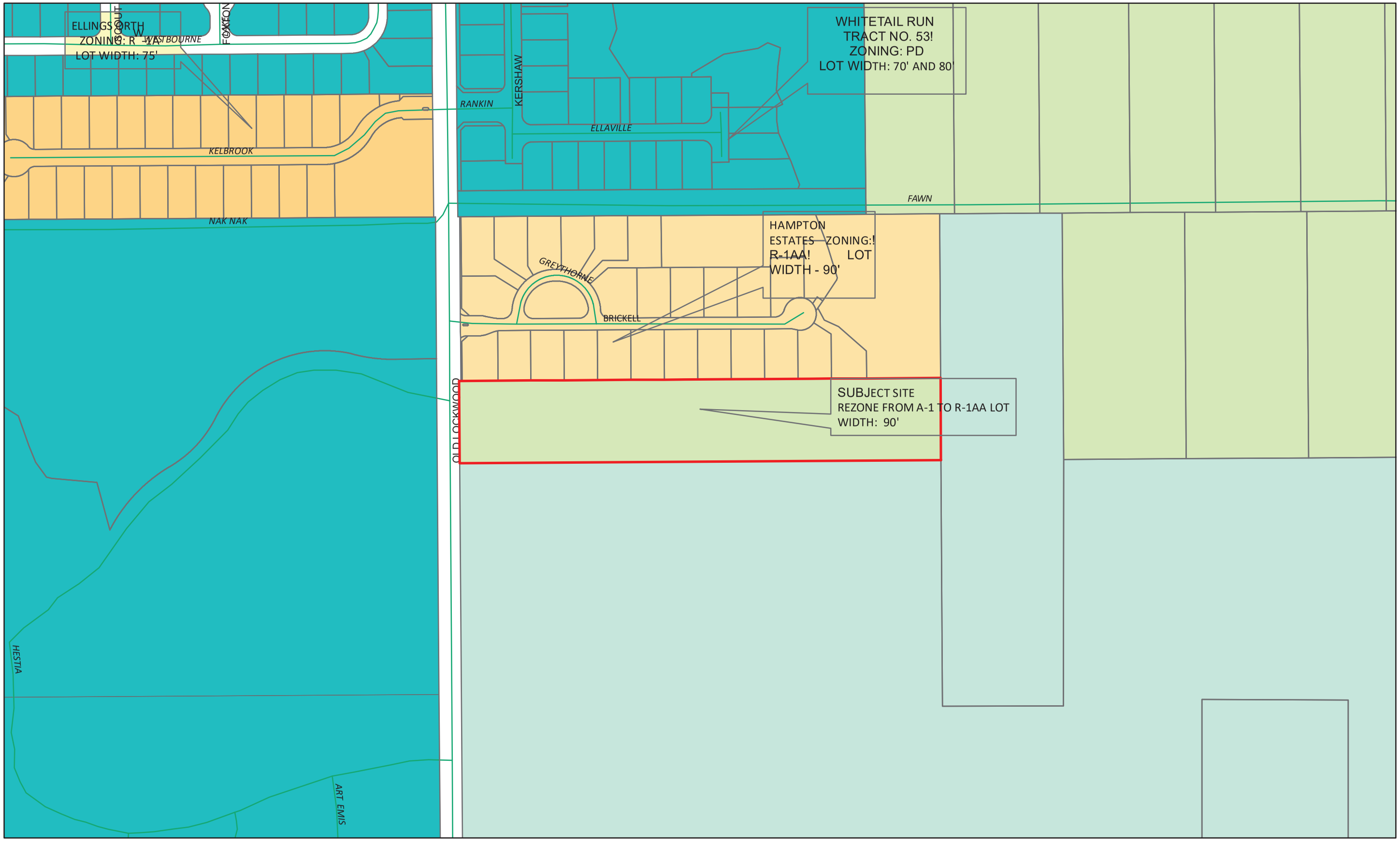
N

Winter 2021 Color Aerials

Date: 2/6/2023

Name Z2022-030Aerial

SURROUNDING ZONING DISTRICTS
EL CASERIO REZONE



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled El Caserio, dated May 9th, 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 A-1 (Agriculture) to R-1AA (Single-Family Dwelling).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 9th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

EXHIBIT A

LEGAL DESCRIPTION

SEC 36 TWP 21S RGE 31E S 1/3 OF N ¼ OF E ½ OF SW ¼ (LESS RD)

January 12, 2023

Community Meeting Minutes for Old Lockwood Road Development

Parcel ID: 36-21-31-300-001H-0000
Address: 3535 Old Lockwood Rd., Oviedo, FL 32765

There were five residents representing four households present at the community meeting and the presenter was Jeremy Anderson with Common Oak Engineering.

Three of the four households were from Hampton Estates (the subdivision directly north of our project) and one was from the subdivision directly north of Fawn Run (the road) called Whitetail Run (the subdivision).

The concerns raised by the local residents were primarily related to their property values. They expressed concern that the proposed rezoning to R-1A permits as small as an 1,100 sf home and the requested that the minimum size home be 2,300 sf.

They also commented on the proposed 75' lot widths and asked if we could make them wider; however, they acknowledged that the depth of our lots is greater than theirs and the proposed lot area is also larger than theirs.

I agreed to go back to my client (the owner) and ask if he would be okay with increasing the minimum home size to 2,300 sf and also see if we could increase the width of the lot.

Thank you,

Jeremy Anderson, P.E
Manager
Common Oak Engineering, LLC
janderson@commonoakengineering.com
(407) 951-5915

Attendance for Community Meeting Regarding Residential Development at 3535 Old Lockwood Blvd.
Carillon Elementary School-Multi-Purpose Room-103 3200 Lockwood Blvd., Oviedo, FL 32765
Presented by: Jeremy Anderson, P.E., Common Oak Engineering, LLC
1/12/2023 6:00 pm- 8:00pm

Property Owner Name	Signature	Address	
TARIQ RASHID		3665 KERSHAW PL	bangashtusb@gmail.com
Fei Qian		2349 Brickell Pl fei.qian@gmail.com	
Rene Kersten		2345 Brickell Pl Reke78@gmail.com	
TINA VERSTRATE		2342 BRICKELL PL	TINA@SELLINGFLORIDADREAMS.COM
ANDREW VERSTRATE		2342 BRICKELL PL	AJVERSTRATE@GMAIL.COM

Seminole County Public Schools
School Impact Analysis
School Capacity Determination
(Non-Binding)

12/8/22

To: Morgan Hampton, Common Oak Engineering, * 407-951-9515 *
mhampton@commonoakjengineering.com
Rebecca Hammock, Seminole County * 407-665-7396 * Rhammock@seminolecountyfl.com

From: Jordan Smith, AICP, PP, Facilities Planner, Seminole County Public Schools

Date: December 6, 2022

RE: **Oak Lockwood Road (Seminole County)**

Seminole County Public Schools (SCPS), in reviewing the above request, has determined that if approved, the FLUM designation and/or zoning will generate school age children.

Description: Proposed Rezone from A-1, Agriculture to R-1A, Single Family Residential of +/-6.47 acres generally located **ADJACENT TO** 3535 Old Lochwood Road (*for Find My School reference*) **within the jurisdiction of unincorporated Seminole County.** The applicant is requesting a change to the zoning **to allow a maximum of 9 single family detached residential dwelling units**, to be developed within the proposed land use and zoning designations.

Parcel ID (s) #: **36-21-31-300-001H-0000**

This review and evaluation is performed on proposed future land use changes, rezones and conditional uses, unplatted parcels, or projects that have not received final entitlement approval. This evaluation does not guarantee that the developments subject to this declaration are exempt from, or determined to meet the school concurrency requirements effective as of January 1, 2008. Changes in enrollment, capacity, any newly platted developments, and any subsequent final development approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Based on information received from the jurisdiction and the application for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

CSA Capacity

DEVELOPMENT IMPACT ON STUDENT GENERATION BY CSA			
AFFECTED CSAs	CSA E-2	CSA M-4	CSA H-4
CAPACITY	-	2,788	5,490
3-YEAR PROGRAM CAPACITY	308	-	-
ENROLLMENT	-	2,748	4,791
AVAILABLE CAPACITY	308	40	699
SCALD RESERVATIONS TO DATE	-	83	134
SIA - Old Lockwood Road	2	1	1
REMAINING CAPACITY	306	(44)	564

***NOTE: At this time capacity for this development is not available in the middle school CSA (M-4) where the development is being proposed. Adjacent CSA capacity is permitted to maintain LOS as per School Planning and Concurrency ILA section 12.3(c). Available capacity has been found in the adjacent CSA (M-3 Indian Trails Middle, South Seminole Middle, Tuskawilla Middle) to the proposed project. As a result, the student assignment may not be to the school in closest proximity to the proposed residential development.**

Comments CSA Evaluation:

At this point, the students generated at the three CSA levels would be able to be accommodated without exceeding the adopted levels of service (LOS) for each CSA by school type, or there is adjacent capacity to meet LOS as allowed by interlocal agreement. Any planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools is reflected in this review.

Zoned School Enrollment: For informational purposes, the below table indicates the analysis based on the individual school zones within the CSA under current conditions. At this point, the potential students generated **MAY NOT be able to be accommodated without exceeding the adopted Levels of Service (LOS) for the currently zoned elementary and middle schools.** Any planned expansions/additions that would provide additional student capacity contained in the current five-year capital plan and scheduled to be completed within the next three years are included in this review.

	ZONED SCHOOL				
ELEMENTARY SCHOOLS	Carillon	Evans	Partin	Stenstrom	CSA E-2
CAPACITY	992	891	681	955	3,519
3-YEAR PROGRAM CAPACITY				-	-
ENROLLMENT	980	909	637	676	3,202
AVAILABLE CAPACITY	12	(18)	44	279	317
SCALD RESERVATIONS TO DATE	22	38	7	6	73
SIA - Old Lockwood Road	2	-	-	-	2
					-
REMAINING CAPACITY	(12)	(56)	37	273	242

	ZONED SCHOOL				
MIDDLE SCHOOLS	Jackson Heights	Chiles			CSA M-4
CAPACITY	1,388	1,400			2,788
3-YEAR PROGRAM CAPACITY					-
ENROLLMENT	1,471	1,277			2,748
AVAILABLE CAPACITY	(83)	123	-	-	40
SCALD RESERVATIONS TO DATE	50	33			83
SIA - Old Lockwood Road	1	-			1
					-
REMAINING CAPACITY	(134)	90	-		(44)

	ZONED SCHOOL				
HIGH SCHOOLS	Hagerty	Oviedo			CSA H-4
CAPACITY	2,661	2,829			5,490
3-YEAR PROGRAM CAPACITY					-
ENROLLMENT	2,500	2,291			4,791
AVAILABLE CAPACITY	161	538	-	-	699
SCALD RESERVATIONS TO DATE	34	100			134
SIA - Old Lockwood Road	1	-			1
					-
REMAINING CAPACITY	126	438			564

Terms and Definitions:

Capacity: The amount of satisfactory permanent student stations as calculated on the date of the second FDOE count in October of the current school year. The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. NOTE: Capacity is **ONLY** a measure of student stations, not of enrollment.

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes. **The CSA listed represents the area that the capacity is considered and student assignment may be in a CSA adjacent to the project.**

Enrollment: For the purposes of concurrency review, the enrollment level is established each year as per Public School Interlocal Agreement Section 12.4 A, which sets the level on the date of the second full time equivalent (FTE) survey for FDOE, generally taken in mid-October.

Programmed 3 Year Additions: New permanent school capacity within the CSA, which will be in place or under actual construction within the first three years of the current SCPS Capital Improvement Plan.

Remaining Capacity: The capacity available for future development after the addition of any programmed capacity and less the reserved capacity.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

NO
☐ Individual ☐ Corporation ☐ Land Trust
☒ Limited Liability Company ☐ Partnership ☐ Other (describe): _____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
Mikel Aizpurua	10975 NW 72 Terrace Doral FL 33178	305-778-0191

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST
Mikel Aizpurua			

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: Aizpurua Family Trust #2

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
Mikel Antonio Aizpurua	Beneficiary	3301 NE 1st Av. 2502 Miami	1/3
Maite Aizpurua	"	1404 Haskell St #2 Austin TX 78702	1/3
Aitor "	"	10975 NW 72 Terr. Doral FL 33178	1/3

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST
Mikel Aizpurua		

(Use additional sheets for more space)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: AIRPAIR REAL ESTATE HOLDINGS LLC

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Date of Contract: _____

Specify any contingency clause related to the outcome for consideration of the application: _____

_____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein:

2/23/22
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of February, 2022, by Mikel Aizpurua, who is ☑ personally known to me, or ☐ has produced _____ as identification.

Signature of Notary Public

Notary Public, State of Florida
Morgan Hampton
My Commission HH 033843
Expires 08/18/2024

Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Mikel Aizpurua, the owner of record for the following described property *(Tax/Parcel ID Number)* 36-21-31-300-001H-0000 hereby designates Common Oak Engineering to act as my authorized agent for the filing of the attached application(s) for:

☒ Arbor Permit	☐ Construction Revision	☒ Final Engineering	☒ Final Plat
☐ Future Land Use	☐ Lot Split/Reconfiguration	☐ Minor Plat	☐ Special Event
☒ Preliminary Sub. Plan	☒ Site Plan	☐ Special Exception	☒ Rezone
☐ Vacate	☐ Variance	☐ Temporary Use	☐ Other (please list):

OTHER: _____

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Feb 23, 2022
Date

Property Owner's Signature

Mikel Aizpurua
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Mikel Aizpurua *(property owner)*, ☑ by means of physical presence or ☐ online notarization; and ☑ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 23rd day of February, 2022.

Notary Public State of Florida
Morgan Hampton
My Commission HH 033843
Expires 08/18/2024

Morgan Hampton
Notary Public

Rev. 1/2020

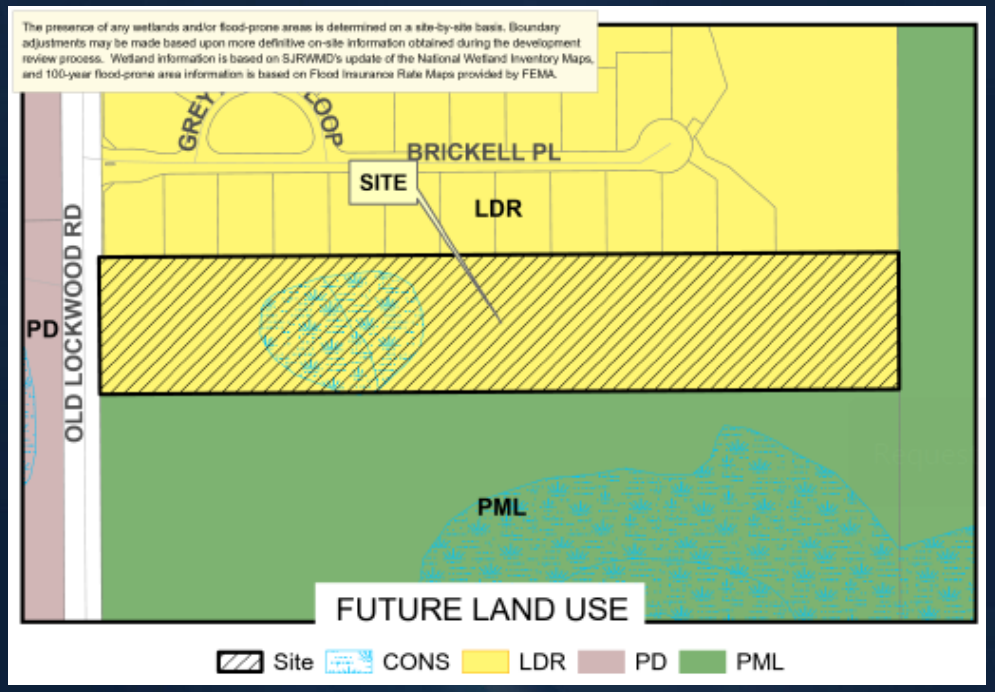
El Caserio Rezone

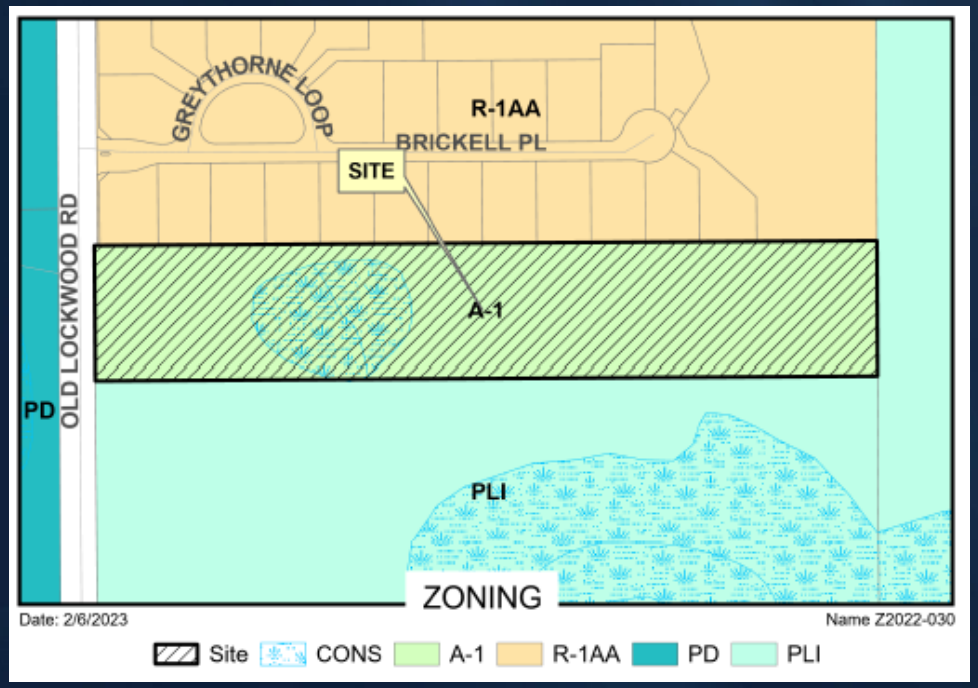
Project: El Caserio Rezone

Applicant: Mikel Aizupurua

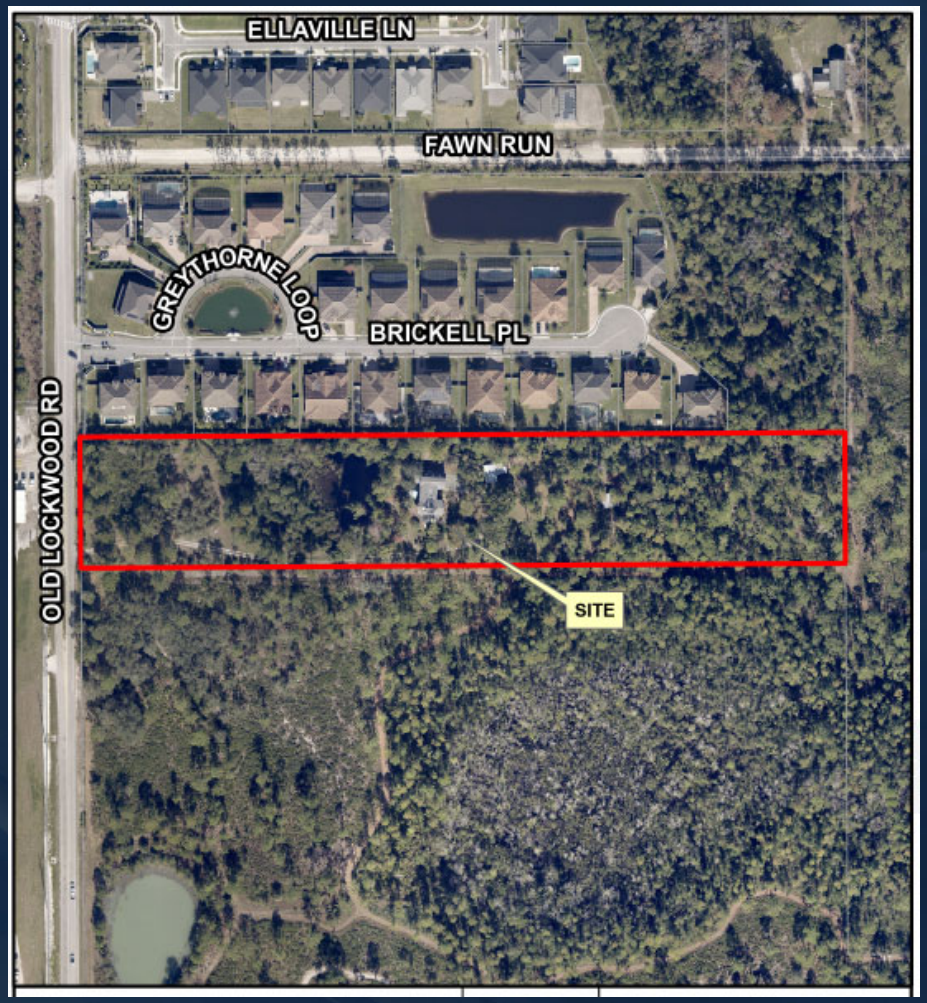
Request: Consider a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) for a nine (9) lot single-family residential subdivision on approximately 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run.

El Caserio Rezone





El Caserio Rezone



From:	PlanDesk
To:	Sillaway, Annie
Subject:	FW: 3535 Old Lockwood Rezoning
Date:	Friday, January 27, 2023 3:53:33 PM
Attachments:	image002.png

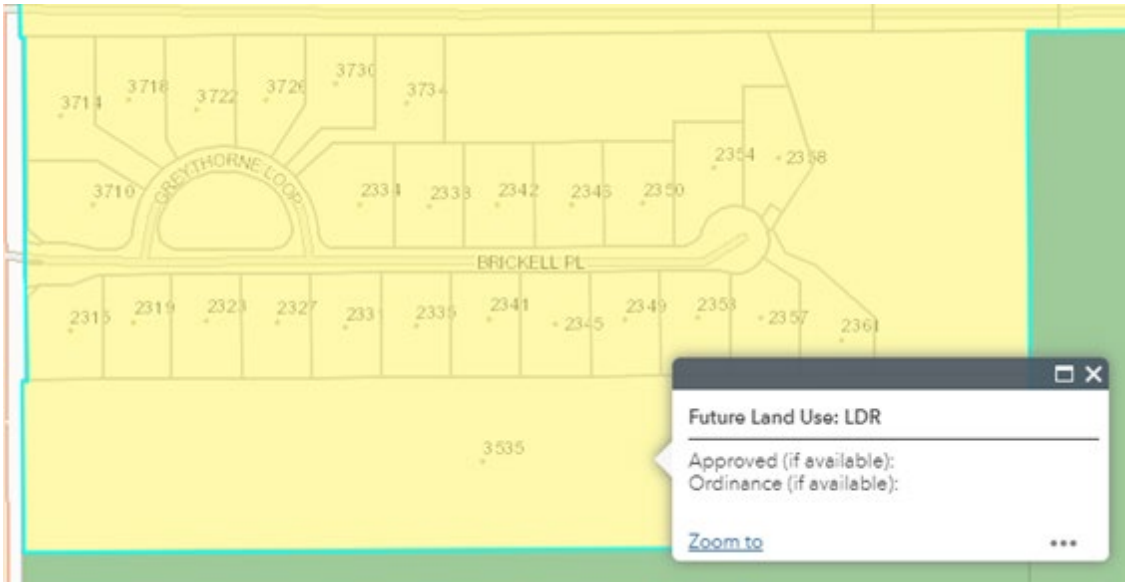
From: AJ Verstrate <ajverstrate@gmail.com>
Sent: Friday, January 27, 2023 3:41 PM
To: PlanDesk <PlanDesk@seminolecountyfl.gov>
Subject: Fwd: 3535 Old Lockwood Rezoning

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Services Security Team or contact 311Support at CSDSupport@seminole

Please pass this to Annie Sillaway.

Living in Hampton Estates on Brickell Place (community immediately adjacent to the property in question 36-21-31-300-001H-0000), I am trying to understand why there is the need to change from A-1 to R-1A or R-1AA (as we requested during the public comment meeting) rather than submitting the PD now. It appears they are trying to circumnavigate something. Can you advise what P&Z is requiring with changing from A-1 to R-1A/R-1AA?

The future land use map indicates LDR



Our request is the subject property maintain similar zoning to the immediately adjacent property which is driving our request for R-1AA zoning especially since

the subject property is directly adjacent to the Econ River Wilderness area as well and we (as residents and concerned citizens) do not need to end up with high density housing next to an ecologically sensitive area.

--
Sincerely,
AJ Verstrate
2342 Brickell Pl
Oviedo, FL 32765

---------- Forwarded message ---------
From: **Jeremy Anderson** <janderson@commonoakengineering.com>
Date: Thu, Jan 26, 2023 at 4:02 PM
Subject: 3535 Old Lockwood Rezoning
To: <bangashtusk@gmail.com>, <fei.qian@gmail.com>, reke78@gmail.com <reke78@gmail.com>, <tina@sellingfloridadreams.com>, ajverstrate@gmail.com <ajverstrate@gmail.com>

Hi all,
Thank you again for attending our neighborhood meeting. I wanted to follow up with you since speaking with the owner and the county about your questions and the next step forward.

In summary, the owner has stated that he does not intend to build any principal home structures less than 2,300 sf which I understand from our discussion was the minimum that seemed reasonable to you. He and his family do plan to construct an accessory dwelling unit on one or more lots, because he is visualizing guest homes on one or more lots.

We checked the proposed minimum property areas, and they are large lots over 0.28 acres (minimum) so we do not plan to increase the lot width.

Following the rezoning, we will enter into the subdivision portion of the project and that is when the actual engineering will take place. For now, we are simply applying for the rezoning to R-1A.

I hope that this addresses your questions. You can reach out to me with any follow up questions, or to our planner Annie Stillway.

Annie Sillaway
Senior Planner
Development Services | Planning & Development
O: (407) 665-7936
1101 E. 1st Street, Sanford, FL 32771

Sincerely,
Jeremy

Jeremy R. Anderson, P.E.
Common Oak Engineering, LLC
4016 Edgewater Drive
Orlando, FL 32804
C: (407) 505-8374
O: (407) 951-5915
www.commonoakengineering.com

From:	AJ Verstrate
To:	Sillaway, Annie
Cc:	PlanDesk
Subject:	Re: 3535 Old Lockwood Rezoning
Date:	Friday, January 27, 2023 5:35:28 PM
Attachments:	image002.png image001.png

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Hi Annie,

The preliminary subdivide that was shown to us had 9 total lots plus 2 conservation areas. 8 lots were 75' to 80' wide. 70' min for R-1A could end up detracting from our home values. 1 large lot for the existing home on the property so I do not see the harm in requiring R-1AA to be similar to us. There is no road separating our parcels.

On Fri, Jan 27, 2023 at 16:26 Sillaway, Annie <asillaway@seminolecountyfl.gov> wrote:

> Good afternoon AJ,
>
> Thank you for sending in your concerns about the rezone. The existing Future Land Use for the proposed site to be rezoned is LDR (Low Density Residential) with A-1 zoning.
>
> 
>
> The reason for the rezone from A-1 to R-1A is that the applicant would like to subdivide the proposed site into a few single family residential lots. At this time we don't know how many lots they are proposing, that information is not needed until the Preliminary Subdivision Plan. This property is not being developed into high density residential. In order to develop high

density residential like apartments, it would require a Future Land Use Amendment to HDR (High Density Residential), and staff would not support that request.

Thank you again for reaching out, I hope I have answered all of your questions.

If you have any further questions, please let me know and I will be happy to help.

Kindest Regards,

Annie Sillaway
Senior Planner
Development Services | Planning & Development

O: (407) 665-7936
1101 E. 1st Street, Sanford, FL 32771
asillaway@seminolecountyfl.gov
www.seminolecountyfl.gov

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Customer Service Survey: **www.seminolecountyfl.gov/devcustomersurvey**

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From: PlanDesk <PlanDesk@seminolecountyfl.gov>
Sent: Friday, January 27, 2023 3:53 PM
To: Sillaway, Annie <asillaway@seminolecountyfl.gov>
Subject: FW: 3535 Old Lockwood Rezoning

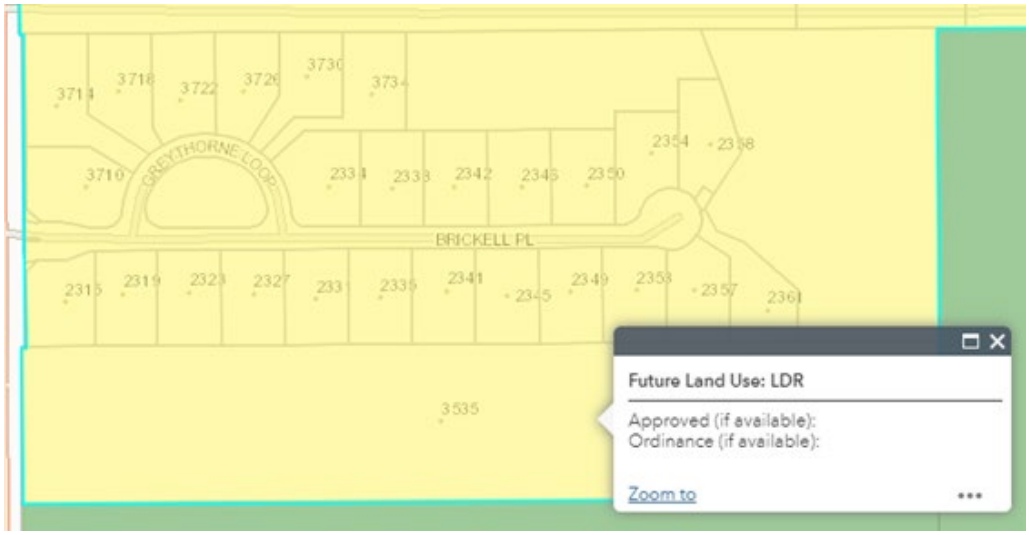
From: AJ Verstrate <ajverstrate@gmail.com>
Sent: Friday, January 27, 2023 3:41 PM
To: PlanDesk <PlanDesk@seminolecountyfl.gov>
Subject: Fwd: 3535 Old Lockwood Rezoning

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Please pass this to Annie Sillaway.

Living in Hampton Estates on Brickell Place (community immediately adjacent to the property in question 36-21-31-300-001H-0000), I am trying to understand why there is the need to change from A-1 to R-1A or R-1AA (as we requested during the public comment meeting) rather than submitting the PD now. It appears they are trying to circumnavigate something. Can you advise what P&Z is requiring with changing from A-1 to R-1A/R-1AA?

The future land use map indicates LDR



Our request is the subject property maintain similar zoning to the immediately adjacent property which is driving our request for R-1AA zoning especially since the subject property is directly adjacent to the Econ River Wilderness area as well and we (as residents and concerned citizens) do not need to end up with high density housing next

to an ecologically sensitive area.

--

Sincerely,

AJ Verstrate

2342 Brickell Pl

Oviedo, FL 32765

---------- Forwarded message ---------
From: **Jeremy Anderson** <janderson@commonoakengineering.com>
Date: Thu, Jan 26, 2023 at 4:02 PM
Subject: 3535 Old Lockwood Rezoning
To: <bangashtusk@gmail.com>, <fei.qian@gmail.com>, reke78@gmail.com <reke78@gmail.com>, <tina@sellingfloridadreams.com>, ajverstrate@gmail.com <ajverstrate@gmail.com>

Hi all,

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Annie Sillaway
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Sincerely,
Jeremy

Jeremy R. Anderson, P.E.

Common Oak Engineering, LLC

4016 Edgewater Drive

Orlando, FL 32804

C: (407) 505-8374

O: (407) 951-5915

www.commonoakengineering.com

--
Thanks,
AJ
Sent from Gmail Mobile

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING
COMMISSION COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM
1028
MINUTES

WEDNESDAY, APRIL 5, 2023
6:00 PM

El Caserio Rezone – Consider a Rezone from A-1 (Agriculture) to R-1A (Single Family Dwelling) for a nine (9) lot single-family residential subdivision on approximately 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run; (Z2022-30) (Mikel Aizpurua, Applicant) District1 - Dallari **(Annie Sillaway, Project Manager).**

Annie Sillaway, Senior Planner, presented this item as stated in the Staff Report. She further stated that the Applicant is proposing approximately nine (9) single-family lots, and there are approximately 1.06 acres of wetland on site. Seminole County will be the service provider for water and sewer. There is an existing six (6) inch sanitary sewer pipe running along the east side of Old Lockwood Road. However, Environmental Services has determined there is not sufficient sanitary sewer capacity in the County's downstream systems for the subject property to develop and the County is unable to provide capacity to sanitary sewer at this time. Until the County can increase the downstream capacity, no proposed development can be approved in this service area. However, the Applicant can proceed with the Rezone and develop with the intent to connect to the sanitary sewer, but the Applicant will not be issued Certificates of Occupancy until downstream capacity becomes available. The Applicant has been put on notice of the sewer capacity issues. Environmental Services currently has a project underway to add downstream capacity. The County should have sufficient capacity once the project is complete. The proposed project is located within the Big Econlockhatchee River Drainage Basin and has a limited downstream capacity. Therefore, the site will have to be designed to hold the twenty-five (25) year, twenty-four (24) hour storm event onsite unless a viable legal outfall is determined. Staff finds the request to be consistent with the Seminole County Land Development Code and the surrounding area. There are several developments in close proximity to the subject site with seventy (70) foot width lots; Ellingsworth was developed with seventy (70) foot wide single-family lots and Carillon was developed as a Planned Development with seventy (70) foot wide single-family lots. Staff recommends the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from A-1

(Agriculture) to R-1A (Single Family Dwelling) for 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run.

Jeremy Anderson from Common Oak Engineering spoke on behalf of the owners of the property and agreed with Staff as presented. He stated the owners' intentions were to create a homestead for the family however, anything can happen in the future. Additionally, the owners wanted to create what is in line with the Future Land Use Map, which is a low-density type of a residential subdivision. Mr. Anderson stated that Whitetail Run, an adjacent subdivision, had lots that were approved at a seventy-five (75) feet wide and Hampton Estates, another subdivision, had ninety (90) foot wide minimum lots. Mr. Anderson stated they are proposing nine (9) lots on the property.

The following members from the audience spoke in opposition of the rezone:

Tariq Rashid, Oviedo, spoke that he believed if a Rezone was approved, a precedence would be set for future land development if nine (9) lots are squeezed into 6.5 acres.

Andrew Verstrate, Oviedo, stated he couldn't understand why the Applicant is requesting a Rezone from A-1 to an R-1A. He feels the owners are trying to subvert the system. He further stated that an R-1A property designation had no restrictions according to the Land Development Code and would allow for as little as an 1,100 square foot home. He stated his property value would decrease if the Rezone was approved.

Anthony Mennella, Oviedo, spoke regarding the Econ Wilderness area and how he wasn't sure if it would be impacted. He asked if an impact study would be completed before any development.

Chairman Lawhun stated that an impact study would be required at Final Engineering.

Christina Verstrate, Oviedo, provided a written comment in opposition of the Rezone.

Jeremy Anderson rebutted stating the owner had no intention of developing houses less than 2,300 square feet. All other issues brought up would be addressed during the permitting process.

Commissioner Jerman stated that immediately to the north of the subject property, the zoning is R-1AA and to the south is preservation and asked why the Applicant would apply for an R-1A instead of R-1AA.

Mr. Anderson stated that the intention of the owner is to preserve a large lot for the existing home near the water. Currently, the subject lot being proposed is approximately 230 feet wide and in order to obtain nine (9) lots, they need to be less than ninety (90) feet. He stated the lots in the Hampton Estates are 130 feet deep and the lots being proposed are approximately 166 feet deep.

Chairman Lawhun asked if there was a subdivision plan being proposed and if so, why

wasn't that being presented to the P&Z Commission.

Mr. Anderson stated he believed that was a step following the Rezone. However, he had the plan available for the record. Mr. Anderson presented a Conceptual Plan for the record.

Commissioner Jerman stated he was opposed to the Rezone and he believed an R-1AA Rezone would be more consistent with the surrounding area.

Board discussion ensued.

A motion was made by Commissioner Jerman, seconded by Commissioner S. Smith to deny and refer the El Caserio Rezone to the Board of County Commissioners.

Ayes: (5) Chairman Lawhun, Commissioner Jerman, Vice Chairman Lopez, Commissioner Lorenz and Commissioner S. Smith

Nay (1): Commissioner T. Smith

Absent: (1) Commissioner Grundorf

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 9, 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): AIZPAR REAL ESTATE HOLDINGS LLC

Project Name: EL CASERIO

Requested Development Approval: Consider a Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling), for a nine (9) lot single-family residential subdivision on approximately 6.47 acres, located on Old Lockwood Road approximately 558 feet south of Fawn Run.

Findings: After fully considering staff analysis titled “El Caserio” and all evidence submitted at the public hearing on Map 9, 2023, regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) 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

Legal Description
EXHIBIT "A"

SEC 36 TWP 21S RGE 31E S 1/3 OF N ¼ OF E ½ OF SW ¼ (LESS RD)

File Number: 2023-388

Title:

Atlantic Drive Small Scale Future Land Use Map Amendment and PD Rezone - Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self-storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92; (Z2022-27/08.22SS.05) (Gary Cardamone, Applicant) District4 - Lockhart (**Annie Sillaway, Project Manager**).

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Annie Sillaway 407-665-7936

Motion/Recommendation:

1. Adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and adopt the Ordinance enacting a Rezone from M-1(Industrial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for approximately 1.42 acres, located on the located on the southwest corner of Atlantic Drive and South U.S. Hwy 17-92; or

2. Deny adoption of the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and deny the Ordinance enacting a Rezone from M-1 (Industrial) to PD (Planned Development), and deny the associated Development Order and Master Development Plan for approximately 1.42 acres, located on the located on the southwest corner of Atlantic Drive and South U.S. Hwy 17-92; or

3. Continue the request to a time and date certain.

Background:

The Applicant is requesting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to Planned Development (PD) in order to develop the subject property as a self-storage facility with a maximum Floor Area Ratio (F.A.R.) of 1.45, a gross floor area of 89,481 square feet, and three (3) stories with a building height of forty (40) feet for the main building, and forty-five (45) feet to the highest point of the parapet wall.

The subject property consists of one (1) parcel on 1.42 acres where the “Little 500 Go Cart Track” previously operated. There is an existing billboard on the southeast corner of the site, which will remain, and the proposed building will be built to maintain clear visibility of the existing billboard based on the Master Development Plan.

The subject property’s current Industrial Future Land Use designation reflects the trend of development at the time the Future Land Use Map was originally adopted in 1977. The intent of the Industrial Future Land Use designation is to provide appropriate locations for a variety of heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses.

In more recent years, other policy concepts have been added to the Comprehensive Plan that may have implications on the subject property. The Mixed-Use Development Future Land Use designation, that was adopted in 2008, and the Oxford Place Overlay, that was adopted in 2018, have been applied to nearby properties along U.S. Hwy 17-92. Both classifications, were intended to encourage mixed use, pedestrian-oriented development along the U.S. Hwy 17-92 Corridor. In addition, the subject property lies within the Urban Centers and Corridors Overlay, adopted in 2016 to support the Central Florida Regional Growth Vision (How Shall We Grow?), with the intended purposes of encouraging walkable development patterns and providing for affordable housing (See Policy FLU 5.17). However, alternate uses based on a wider view of the U.S. Hwy 17-92 Corridor, may also be considered where such uses are in keeping with recently adopted policies addressing mixed use and pedestrian-oriented development.

Although the subject property is located with the Centers and Corridors Overlay, staff finds that the proposed amendment is in keeping with the trend of development in the area and compatible with surrounding land uses. In addition, due to the size limitations of the subject property, the proposed use may be more appropriate than a mixed-use development.

A mixed-use development on the subject site is likely not feasible due to the size of the

site. In addition, a mixed-use development with retail and multi-family would require more off-street parking than the proposed self-storage use.

The property's small acreage presents a few challenges regarding Land Development Code requirements related to landscape buffers, setbacks, and floor area ratio. Due to limitations on the site, the Applicant has agreed to the following site condition designs to mitigate any impacts to the surrounding uses and properties:

- Outdoor Storage will be prohibited.
- The building will include architectural trim design on portions of the parapet as shown on the architectural renderings submitted by the applicant and will be placed in the Development Order as Exhibit "C".
- Landscape hedges will shield the air conditioning units from the public right-of-way.
- Eight (8) out of the ten (10) parking spaces on site will utilize permeable paving surfaces.
- Extra landscaping will be provided in the pond area outside of the twenty-five (25) foot landscape buffer, along the eastern portion of the site.
- Entrance Bay doors to access the storage units will not be visible from State Road 17-92 and will only be facing Atlantic Drive.
- Electric Vehicle Car Charging Stations will be provided for two (2) parking spaces for the site on pervious pavement.

The Applicant is varying from the off-street parking requirements under Sec. 30.1221(4) of the Land Development Code for Manufacturing Concerns and Warehouses which requires one (1) space for each one thousand (1,000) square feet of building plus one (1) space for each two (2) employees on the largest shift. The Applicant has provided a parking justification study showing that the parking calculation of one (1) space for each ten thousand (10,000) square feet of building plus one (1) space for each two (2) employees on the largest shift is adequate parking for the self-storage use.

The Applicant has providing justification demonstrating that the use is a low traffic generator based on the Institute of Transportation Engineers (ITE) Code 151 for "mini-warehouses". Per the ITE Code 151 for "mini-warehouse", the use during Peak Hour in the A.M. and P.M. is estimated at a maximum of eight (8) vehicles entering the site and eight (8) vehicles exiting the site.

The Applicant proposes ten (10) parking spaces for the 89,481 square foot building. The Applicant provided two (2) examples of similar self-storage projects in neighboring jurisdictions. The first is at 1600 Sun Life Path, in Orange County, with 90,625 square feet facility of self-storage. The parking requirements in Orange County require six (6) parking spaces, and seven (7) spaces were provided. Another location is in the City of Orlando at 3820 South Orange Avenue with a 99,123 square feet facility. The required parking is

three (3) spaces and six (6) spaces were provided for the site.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: U.S. Hwy 17-92
Future Land Use: Mixed Development and Commercial
Zoning: C-2 (Commercial)

West: Future Land Use: Industrial
Zoning: M-1 (Industrial)

North: Atlantic Drive
Future Land Use: Industrial
Zoning: M-1 (Industrial)

South: Future Land Use: Industrial
Zoning: M-1 (Industrial)

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. If applicable, a topographic survey showing wetland and floodplain delineations will be required at Final Development Plan.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to site plan or Final Engineering approval.

Community Meeting:

A community meeting was held October 10, 2022, and there were no attendees for the meeting.

Utilities:

The site is in the City of Altamonte Spring's water service area, but it is located outside of the City of Altamonte Spring's sanitary sewer service area, and by default is within the County's sanitary sewer service area. The County owns an eight (8) inch diameter water

main and a four (4) inch diameter sanitary sewer force main on the west side of U.S. Hwy 17-92, that can serve the proposed site with both water and sewer. Therefore, County utilities are the best option to provide both services. Water and sewer capacity are available from the County to serve the proposed development. The City of Altamonte Springs has no objection to the County providing unified service to the site and has provided a letter to the Applicant to that effect.

There is an existing City owned six (6) inch water main located in a public utility easement that runs through the property. The utility easement and water main will be relocated to the west side of the subject property at the time of Final Engineering. The City of Altamonte Springs has agreed to the relocation of the water main.

The subject property is not within the County's ten-year (10) Master Plan for reclaimed water.

Transportation/Traffic:

The property proposes access onto Atlantic Drive, which is classified as a local roadway. Atlantic Drive does not have improvements programmed in the County five (5) year Capital Improvement Program.

Sidewalks:

There is no existing sidewalk along Atlantic Drive. The developer will be required to build a five (5) foot sidewalk along Atlantic Drive.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin and may have limited downstream capacity; therefore, the site will have to be designed to hold water quality and show positive legal outfall to a viable outfall at Final Engineering. The proposed site appears to outfall to the FDOT (Florida Department of Transportation), which would require a drainage connection permit at the time of Final Engineering. The site will most likely have to hold the entire twenty-five (25) year, twenty-four (24) hour storm event onsite without discharge.

Buffers:

The Applicant proposes a reduction in the buffer width from twenty-five (25) feet to twelve (12) feet with a five (5) foot high metal fence. Along the north property line, the opacity will increase from 0.5 to a 0.7 opacity consisting of 3.65 plant units with a five (5) foot tall metal fence. The eastern buffer, adjacent to U.S. Hwy 17-92, will be twenty-five (25) feet

wide, include a five (5) foot tall metal fence, and have a 0.5 opacity and 2.70 plant units (per 100 linear feet). A buffer along the southern and western portions of the site is not required. Buffer components will be established at the time of Final Development Plan.

There will be mechanical units along the southern portion of the building, the Applicant will be providing landscape hedges to screen the view of the A/C units from public right-of-way, in compliance with Land Development Code of Seminole County (LDCSC) Sec. 30.1294 (a)(1) that requires shielding.

Open Space:

Twenty-five (25) percent common usable open space will be provided on the subject property. Landscape buffers can be counted toward the open space requirement. The Applicant will be providing amenities around the sodded dry pond, which will consist of a picnic table, a gazebo, or other features acceptable to Seminole County.

Consistency with the Land Development Code

The proposed Planned Development (PD) Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 25.

The proposed project supports the objectives of the Planned Development (PD) Zoning designation in that it provides the required minimum of twenty-five (25) percent open space and provides adequate buffering to maintain compatibility between the nearest rights-of-way to the north and east of the site.

Staff finds the requested Planned Development Zoning classification to be compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

Under Policy FLU 2.9 “Determination of Compatibility in the Planned Development Zoning Classification”, the County shall consider uses or structures proposed within the Planned Development Zoning classification on a case by case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of performance standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights.

The proposed Planned Development Zoning classification is compatible with the general trend toward higher development intensities and upgraded visual appearances in the U.S. Hwy 17-92 Corridor. The proposed building is in keeping with the high-intensity commercial activities. Just south of the subject site, the Morning Star Self Storage project was approved by the Board of County Commissioners on January 8, 2019. The site and

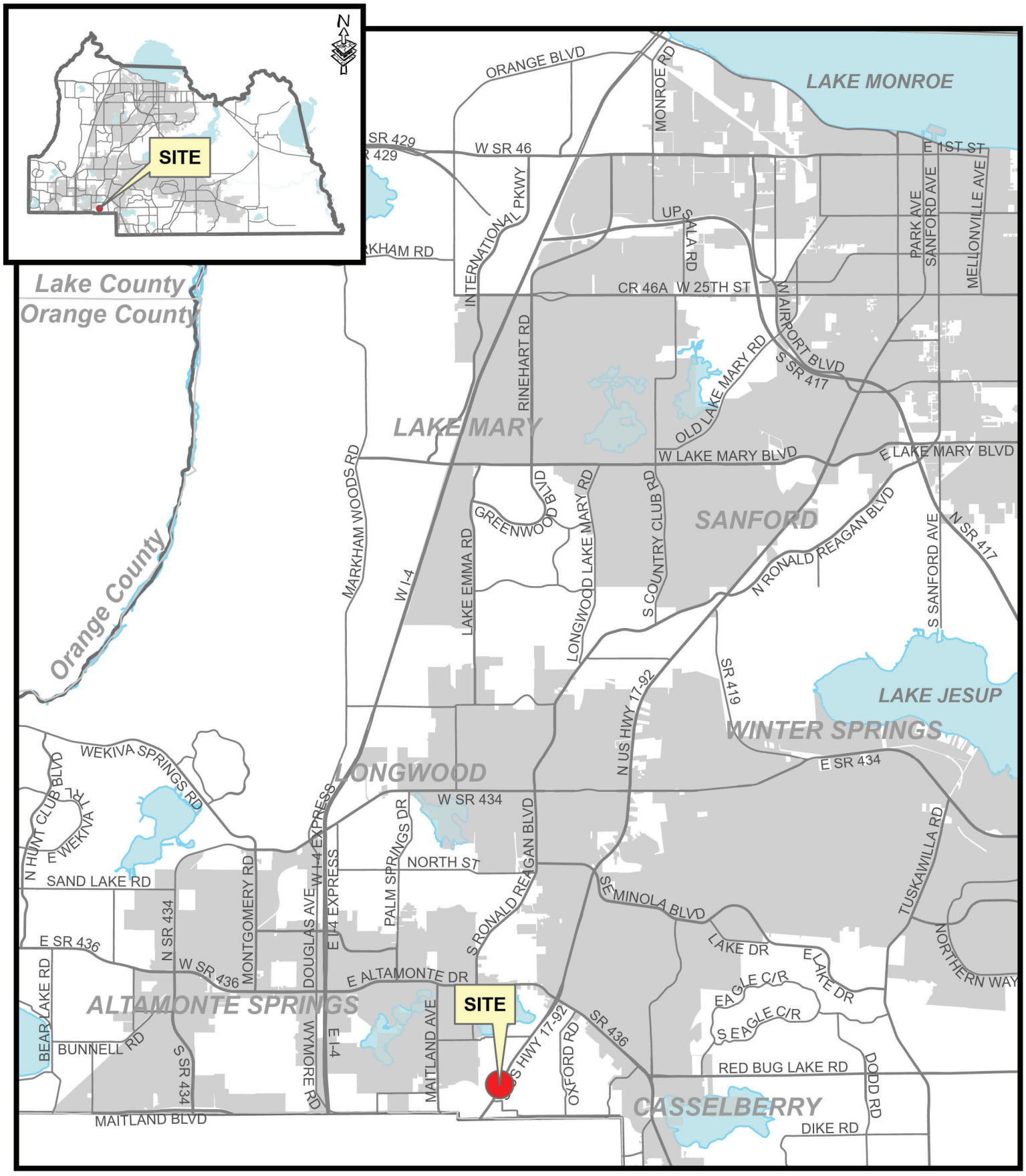
the proposed Planned Development will generate minimal demand for roadway and utility capacity. The proposed Master Development Plan provides adequate buffering along the adjacent street frontages to the north and east, and foundation landscaping along the south portion to shield from adjacent properties.

Planning and Zoning Commission

The Planning and Zoning Commission met on April 5, 2023, and voted unanimously to recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and adopt the Ordinance enacting a Rezone from M-1(Industrial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.

Staff Recommendation:

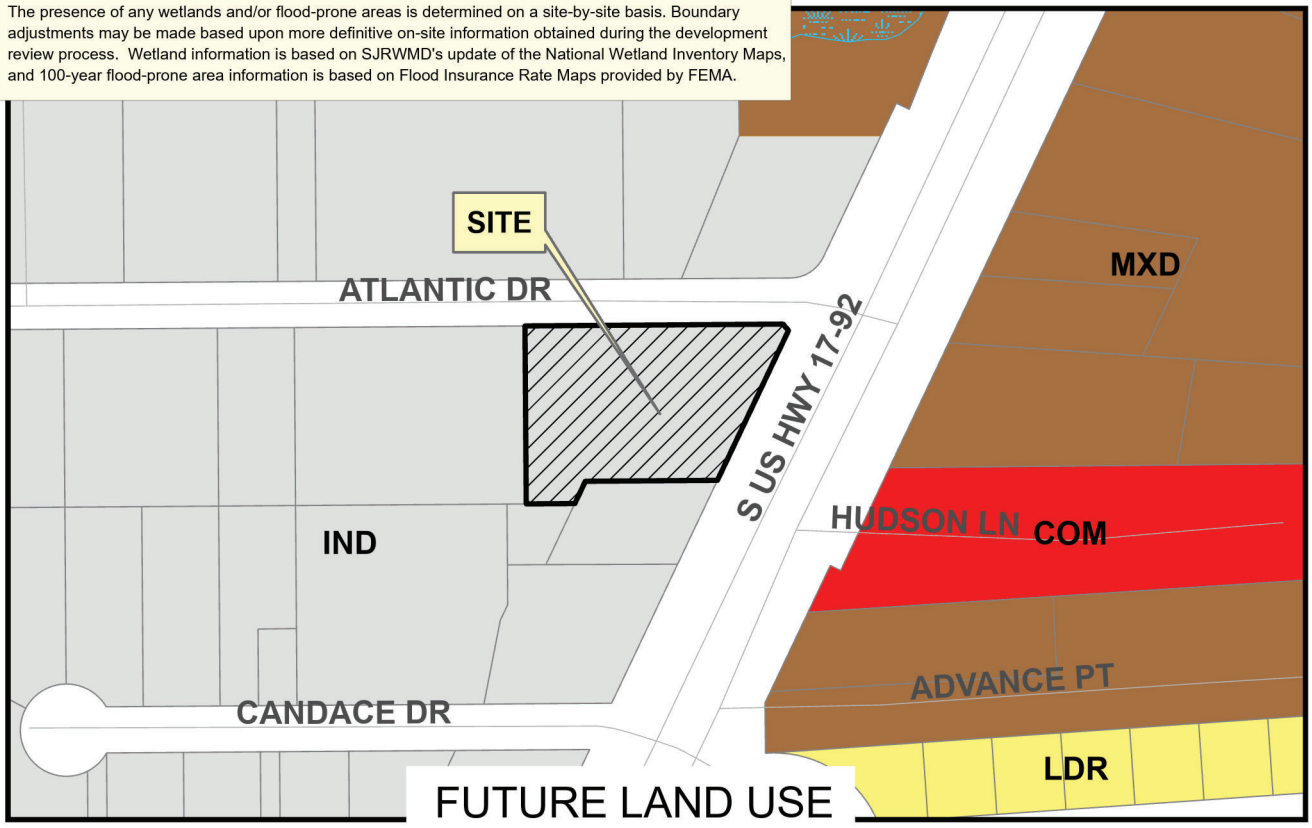
Recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and adopt the Ordinance enacting a Rezone from M-1(Industrial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.



Date: 12/22/2022

Name Z2022-027SiteMap

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.

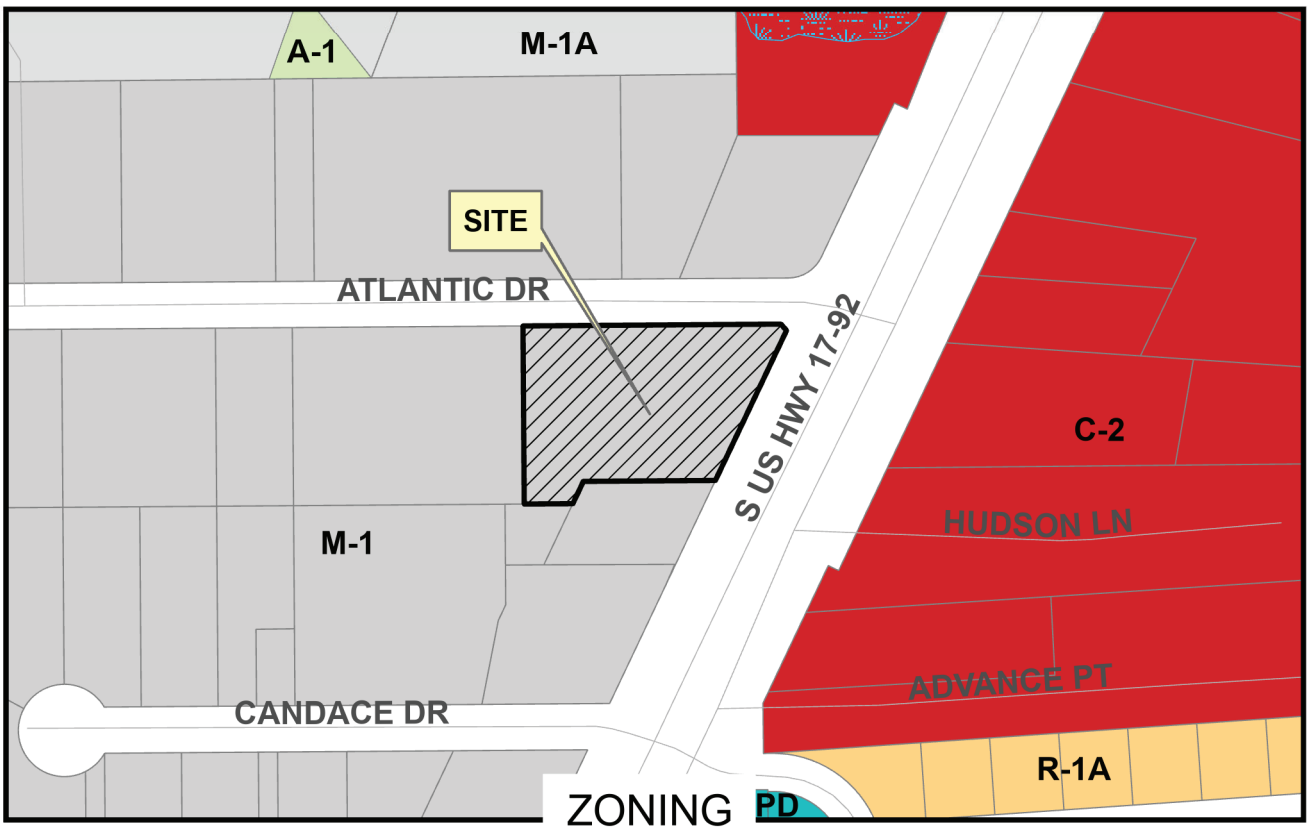


Site CONS COM IND LDR MXD

Applicant: Gary Cardamone
Physical STR: 19-21-30
Gross Acres: 1.4 +/- BCC District: 4
Existing Use: go kart track
Special Notes: Max. Net Density - 1.50 F.A.R.

	Amend/Rezone #	From	To
FLU	08.22SS.05	IND	PD
Zoning	Z2022-027	M-1	PD

N



Date: 12/22/2022 Name Z2022-027

Site CONS A-1 R-1A C-2 M-1A M-1 PD



FLU No: 08.22SS.05
From: IND To: PD

Rezone No: Z2022-027
From: M-1 To: PD

Parcels
Site

N

Winter 2021 Color Aerials

Date: 12/22/2022

Name Z2022-027Aerial

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 9, 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: Ronald E. Kline Trust

Project Name: Atlantic Drive Self Storage

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.

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: Annie Sillaway, Senior Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

A. Development must comply with the Master Development Plan attached as Exhibit (B).
B. Permitted Uses: Mini-Warehouse/Self Storage
C. Maximum Floor Area Ratio: 1.45
D. Maximum Building Height: Three (3) story, Forty-five (45) feet
E. Minimum Open Space: Twenty-Five (25) percent
F. Hours of Operation: Monday – Friday 9:00 a.m. – 6:00 p.m.
Saturday 9:00 a.m. to 5:00 p.m.
G. Building Setbacks:
Front (North): Fifty-seven (57) feet
Side (East): Thirty-one (31) feet
Side (West): Fifteen (15) feet
Rear (South): Thirteen (13) feet
H. Landscape Buffers:
North (facing Atlantic Avenue): Twelve (12) foot landscape buffer; 0.7 opacity and 3.65 plant units per 100 linear feet; and a five (5) foot tall decorative metal fence.
South: No buffer required
East (adjacent to US Hwy 17-92): Twenty-five (25) foot landscape buffer; 0.5 opacity and 2.70 plant units per 100 linear feet; and a five (5) foot tall decorative metal fence.
West: No buffer required

Buffer components will be established at Final Development Plan.

I. Outdoor storage of equipment and/or materials shall be prohibited.

J. The Developer is required to build the proposed building to the architectural renderings shown in Exhibit (C).

K. Exterior walls of the building shall be finished with manufactured products such as brick, CMU (Concrete Modular Unit) walls, architecturally decorative concrete block, and metal paneling, metal roll up doors.

L. Parking shall be provided at the minimum rate of one (1) parking space per 10,000 square feet of self-storage area plus 1 space per two (2) employees.

M. The windows shown on the design renderings shall be either faux or mirrored windows above the first floor.

N. Entrance Bay doors to access the storage units will not be visible from U.S. Hwy 17-92 and will only be facing Atlantic Drive.

O. Foundation landscaping is to be provided along the front of the building outside the areas provided for loading and unloading.

P. The existing billboards will remain on site and the proposed self storage building will not block the view of the existing billboards.

Q. Parking lot landscaping shall comply with Sec. 30.1292 of the Seminole County Land Development Code.

R. Site lighting shall be fully shielded.

S. The property owner is required to maintain the landscape buffers around the north and east. If buffers are disturbed or destroyed supplemental landscaping will be planted to maintain consistency with the required buffers per the Development Order.

T. A minimum of eight (8) parking spaces shall be constructed using a permeable paver system.

U. The Property Owner will be required to clear natural vegetation and maintain the retention pond on site.

V. Tree planting in the pond shall be provided in addition to other landscape requirements as part of the Seminole County Buffer requirements.

W. One (1) electric vehicle charging station shall be placed on site to allow for two (2) parking spaces to charge.

X. The Applicant will be required to obtain a permit from the Florida Department of Health for the removal of the existing onsite sewage treatment system per ORB:10021 PG:1285 and will be required to obtained at the time of Final Engineering.

Y. The fourteen (14) foot utility easement that is existing will be vacated and relocated to the western portion of the subject site. The applicant is required to have the utility easement vacated through Seminole County before approval at Final Engineering.

Z. The Applicant will be providing amenities around the sodded dry pond, which will consist of a picnic table, gazebo, or other features acceptable to Seminole County.

AA. The Applicant will be required to provide landscape hedges to meet the screening requirement around the air conditioning units in accordance with Sec. 30.1294 of the Seminole County Land Development Code (SCLDC).

BB. The hedge material shall be a minimum of twenty-four (24) inches tall and spaced a maximum of thirty (30) inches on center. A minimum of 100 hedges planted shall be provided to shield the equipment.

CC. The off-street parking space shall be ten (10) by twenty (20) feet in size.

DD. The existing building and impervious coverage will require a building permit to demolish before construction.

EE. All project signage must comply with the Seminole County Land Development Code.

FF. The Developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

In the case of a conflict between the written conditions A through FF in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through FF will apply.

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court. However, in no case will this Order be effective prior to the effective date of the associated comprehensive plan amendment enacted in association with Atlantic Drive Self-Storage (as referenced in Exhibit A), on May 9, 2023.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Amy Lockhart, Chairman

Exhibit A
Legal Description

LOTS 8, 9, AND 10, BLOCK B, SEMINOLE INDUSTRIAL PARK, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT B

Master Development Plan

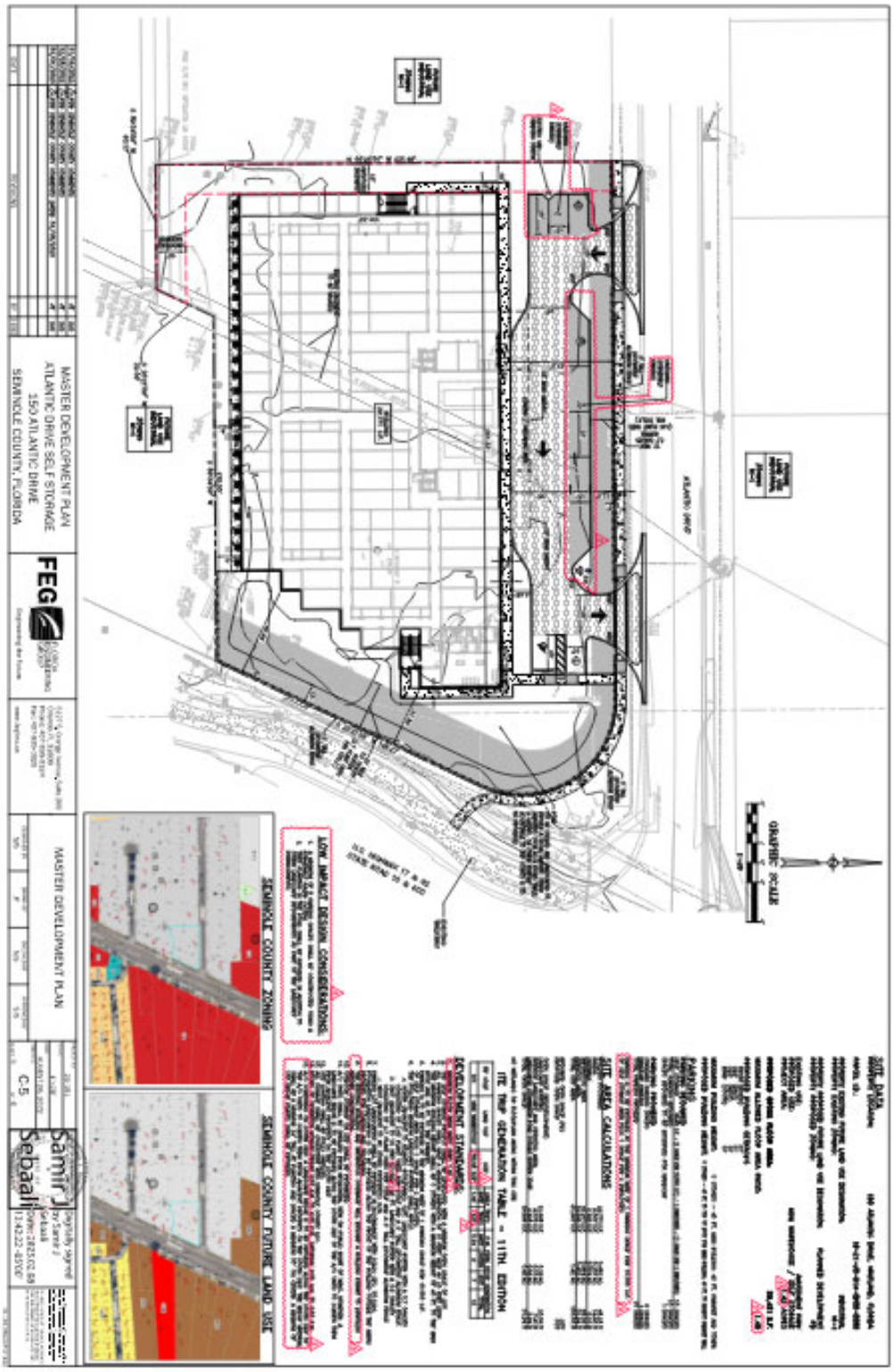
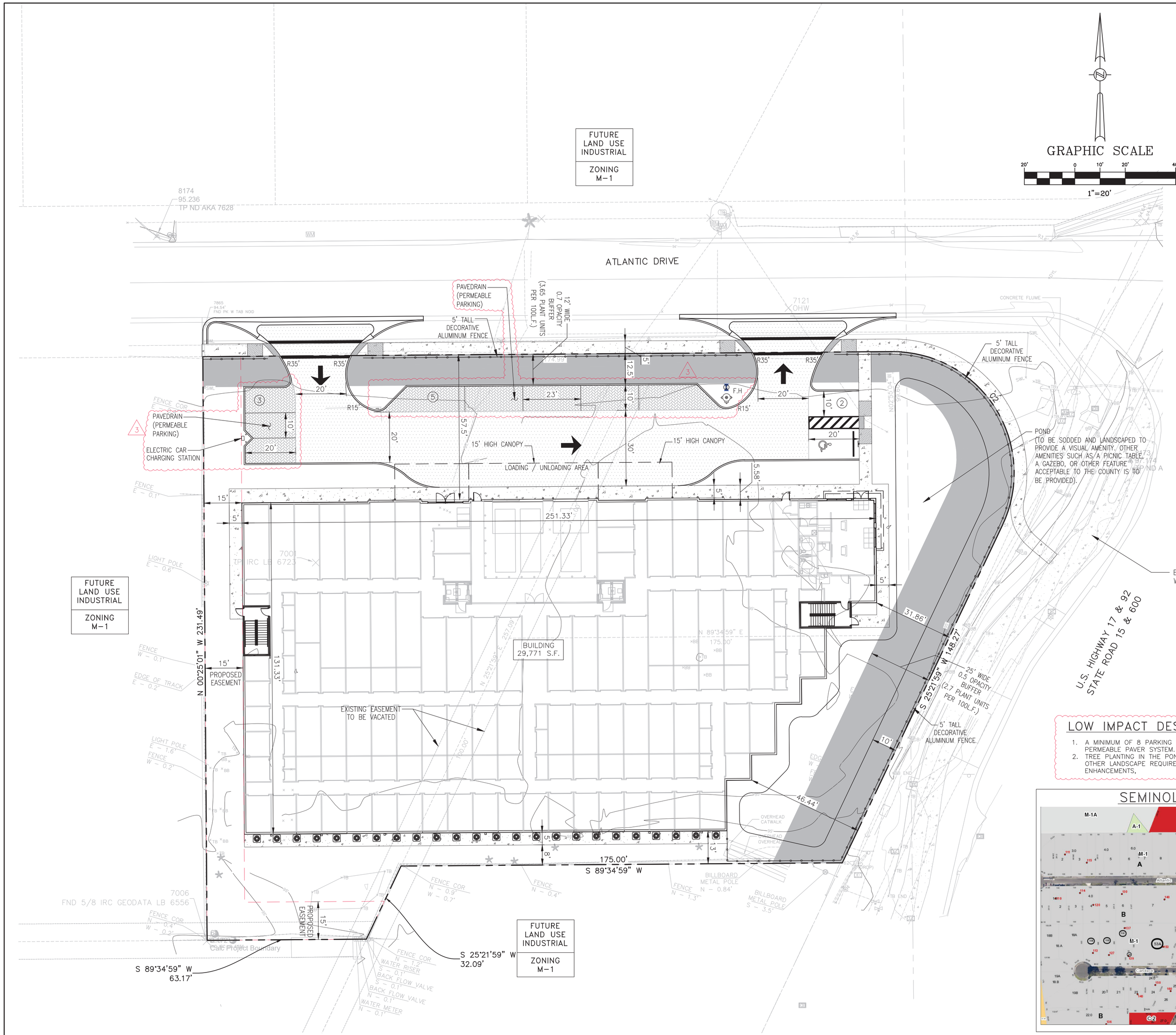


EXHIBIT C
Building Renderings









SITE DATA

PROPERTY LOCATION: 150 ATLANTIC DRIVE, MAITLAND, FLORIDA

PARCEL I.D.: 19-21-30-514-0B00-0080

PROPERTY EXISTING FUTURE LAND USE DESIGNATION: INDUSTRIAL
PROPERTY EXISTING ZONING: M-1

PROPERTY PROPOSED FUTURE LAND USE DESIGNATION: PLANNED DEVELOPMENT
PROPERTY PROPOSED ZONING: PD

EXISTING USE: AMUSEMENT PARK
PROPOSED USE: MINI WAREHOUSE / SELF STORAGE
PROJECT AREA: 1.42 ACRES

PROPOSED GROSS FLOOR AREA: 89,481 S.F.

MAXIMUM ALLOWED FLOOR AREA RATIO: 1.45

PROPOSED BUILDING SETBACKS

FRONT (NORTH)	57'
SIDE (EAST)	31'
SIDE (WEST)	15'
REAR (SOUTH)	13'

MAXIMUM BUILDING HEIGHT: 3 STORIES – 40 FT. MAIN BUILDING; 45 FT. PARAPET AND TOWER.

PROPOSED BUILDING HEIGHT: 3 STORIES – 40 FT. TO TOP OF ROOF FOR MAIN BUILDING; 45 FT. TO HIGHEST PARAPET WALL.

PARKING

PARKING REQUIRED

SELF STORAGE	89,481 S.F. x (1 SPACE PER 10,000 S.F.) + 2 EMPLOYEES x (1 SPACE PER 2 EMPLOYEES)	10 SPACES
TOTAL PARKING REQUIRED		10 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		1 SPACES

PARKING PROVIDED

STANDARD PARKING SPACES	9 SPACES
HANDICAP PARKING	1 SPACES
TOTAL PARKING PROVIDED	10 SPACES

PARKING IS TO BE PROVIDED AT THE MINIMUM RATE OF 1 PARKING SPACE PER 10,000 S.F. OF SELF STORAGE AREA PLUS 1 SPACE PER 2 EMPLOYEES. (3)

SITE AREA CALCULATIONS

BUILDING FOOTPRINT	29,771 S.F.	0.683 AC.	48.28 %
PAVING	9,037 S.F.	0.207 AC.	14.65 %
SIDEWALK	3,163 S.F.	0.074 AC.	5.13 %
IMPERVIOUS AREA	41,971 S.F.	0.964 AC.	68.06 %
PERVIOUS AREA	19,696 S.F.	0.452 AC.	31.94 %
TOTAL SITE AREA	61,667 S.F.	1.42 AC.	100.00 %

REQUIRED OPEN SPACE (PD)	25%
PROPOSED OPEN SPACE	31%

OPEN SPACE (REDEVELOPMENT)

LANDSCAPE BUFFERS:	12,698 S.F.	0.29 AC.	20.59 %
INTERIOR LANDSCAPE AND PERVIOUS AREA:	4,570 S.F.	0.10 AC.	7.41 %
LANDSCAPED STORMWATER POND OUTSIDE BUFFER ZONE:	2,428 S.F.	0.06 AC.	3.94 %
TOTAL OPEN SPACE:	19,696 S.F.	0.45 AC.	31.94 %

NO WETLANDS OR FLOODPLAIN AREAS WITHIN THIS SITE

ITE TRIP GENERATION TABLE – 11TH. EDITION

ITE CODE	LAND USE	SIZE (3)	DAILY TRIPS		P.M. PEAK HOUR GENERATION			
			RATE	TRIPS	RATE	ENTER	EXIT	TOTAL
151	MINI WAREHOUSE	89.48 KSF	1.45	130 (3)	0.14	6	7	13

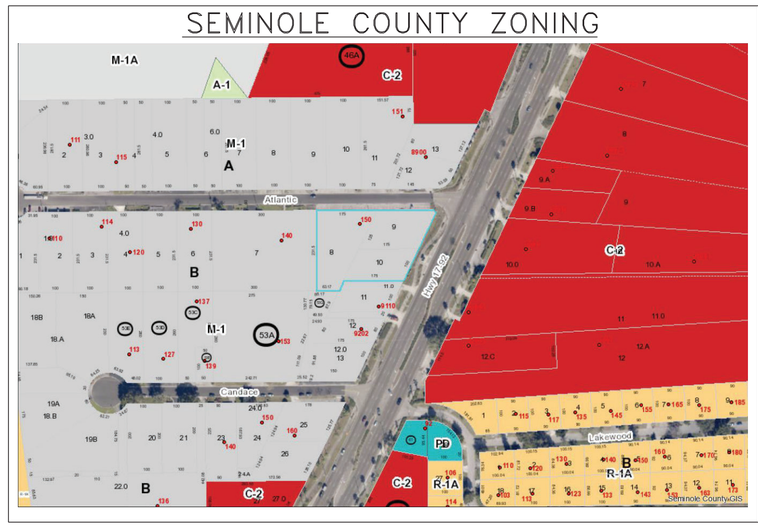
DEVELOPMENT STANDARDS:

1. MAXIMUM FLOOR AREA RATIO (FAR) 1.45. (3)
2. THE SELF STORAGE PROJECT SHALL BE DEVELOPED WITH A MINIMUM OPEN SPACE OF 25%.
3. ALL PARKING SPACES SHALL HAVE A MINIMUM DIMENSION OF 10 FEET WIDE BY 20 FEET DEEP.
4. THE MAXIMUM BUILDING HEIGHT SHALL BE 3 STORIES WITH A MAXIMUM HEIGHT OF 40 FT. TO THE MAIN ROOF AND 45 FT. TO THE PARAPET.
5. PARKING IS TO BE PROVIDED AT THE MINIMUM RATE OF 1 PARKING SPACE PER 10,000 S.F. OF SELF STORAGE AREA PLUS 1 SPACE PER 2 EMPLOYEES.
6. THE FOLLOWING MINIMUM LANDSCAPE BUFFERS SHALL APPLY:
   a. NORTH (ADJACENT TO ATLANTIC BOULEVARD): 12FT. LANDSCAPE BUFFER WITH A 0.7 OPACITY CONSISTING OF 3.65 PLANT UNITS PER 100LF AND A 5' TALL DECORATIVE ALUMINUM FENCE.
   b. EAST (ADJACENT TO US HWY (17–92): 25 FT. LANDSCAPE BUFFER WITH A 0.5 OPACITY CONSISTING OF 2.7 PLANT UNITS PER 100LF AND A 5' TALL DECORATIVE ALUMINUM FENCE.
   c. WEST (ADJACENT TO M1 ZONED PROPERTY): N/A.
7. PARKING LOT LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SCLDC SEC. 30.1292.
8. FOUNDATION LANDSCAPING IS TO BE PROVIDED ALONG THE FRONT OF THE BUILDING OUTSIDE THE AREAS PROVIDED FOR LOADING AND UNLOADING.
9. THE EXISTING BUILDING AND IMPERVIOUS COVERAGE WILL REQUIRE A BUILDING PERMIT TO DEMOLISH BEFORE CONSTRUCTION. (3)
10. OUTDOOR STORAGE ON SITE SHALL BE PROHIBITED.
11. A/C UNITS SHALL BE SHIELDED FROM RESIDENTIAL VIEW OR PUBLIC RIGHT OF WAYS. HOWEVER, A LANDSCAPE HEDGE IS TO BE PROVIDED ALONG THE SOUTH SIDE OF THE A/C UNITS TO SCREEN THEM FROM ADJACENT PROPERTY ON THE SOUTH SIDE.
12. SITE LIGHTING SHALL BE FULLY SHIELDED.
13. ALL SIGNAGE SHALL BE CONSISTENT WITH SEMINOLE COUNTY LDC.
14. HOURS OF OPERATION MONDAY–FRIDAY 9:00 A.M. TO 6:00 P.M., SATURDAY 9:00 A.M. TO 5:00 P.M. (3)
15. A/C SCREENING ON SOUTH SIDE: A LANDSCAPE HEDGE IS TO BE PROVIDED ALONG THE SOUTH SIDE OF THE A/C UNITS TO SCREEN THEM FROM ADJACENT PROPERTY ON THE SOUTH SIDE. THE HEDGE MATERIAL SHALL BE A MINIMUM 24" TALL AT PLANTING AND SPACED A MAXIMUM 30" ON CENTER. A MINIMUM OF 100 HEDGE PLANTS SHALL BE PROVIDED.

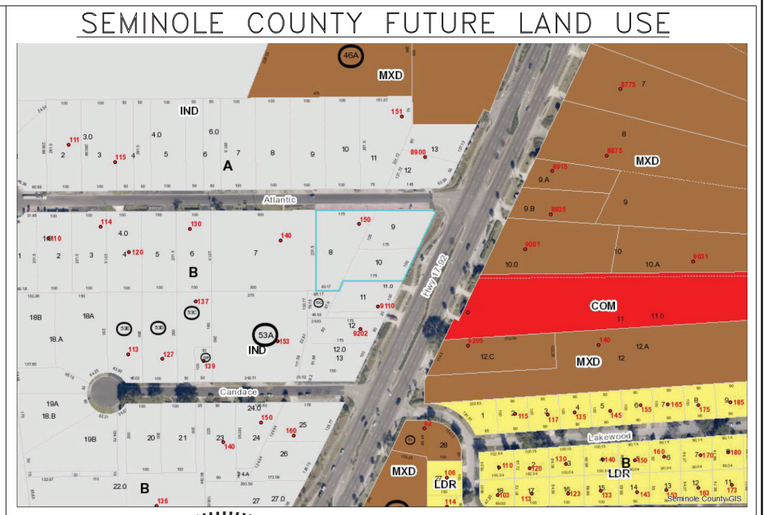
LOW IMPACT DESIGN CONSIDERATIONS: (3)

1. A MINIMUM OF 8 PARKING SPACES SHALL BE CONSTRUCTED USING A PERMEABLE PAVER SYSTEM.
2. TREE PLANTING IN THE POND SHALL BE PROVIDED IN ADDITION TO OTHER LANDSCAPE REQUIREMENTS AS PART OF THE LANDSCAPE ENHANCEMENTS,

SEMINOLE COUNTY ZONING



SEMINOLE COUNTY FUTURE LAND USE



DATE	REVISIONS	BY	CHECKED
11/16/2022	(1) PER SEMINOLE COUNTY COMMENTS	JT	SJS
12/28/2022	(2) PER SEMINOLE COUNTY COMMENTS	JT	SJS
01/31/2023	(3) PER SEMINOLE COUNTY COMMENTS DATED 01/18/2023	JT	SJS

MASTER DEVELOPMENT PLAN
ATLANTIC DRIVE SELF STORAGE
150 ATLANTIC DRIVE
SEMINOLE COUNTY, FLORIDA

FEG FLORIDA ENGINEERING GROUP
Engineering the Future
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

MASTER DEVELOPMENT PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO. 21-181
SCALE 1"=20'
DATE AUGUST 26, 2022
SHEET NO. C-5
SHEET 5 OF 6

FLORIDA ENGINEERING GROUP, INC.
CERTIFICATE No. EB 0000595

SAMIR J. SEBAALI
PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 75715

Digitally signed by Samir J Sebaali
Date: 2023.02.08 13:42:22 -05'00'

THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBAALI P.E. ON AUGUST 26, 2022 USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

21-181_MasterPlan.dwg

FLORIDA ENGINEERING GROUP
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

2302 Parklake Drive, Suite 134
Atlanta, GA 30345
Phone: 1-877-857-1581
Fax: 1-877-857-1582

Engineering the Future

Atlantic Drive Self Storage
Future Land Use/Rezoning Application
Case # PZ22-20500019:

Community Meeting

October 10, 2022 @ 6:00 PM at Springhill Suits Wintery Park by Marriott

Purpose: Community meeting to discuss the proposed development of the property and associated application for Future Land Use Amendment and Rezone to Planned Development (PD) for a self-Storage project consisting of an approximately 93,129 S.F. three-story building. The proposed building will be 40 Ft. in height for the main building and 45 Ft. in height for the parapet and tower.

Minutes: Meeting started at approximately 6.03 P.M.

Participants:

Nuvo Development Partners, LLC:
Jason Canin
Rich Cardamone

FEG Staff:
Sam J. Sebali, P.E. – Project Manager
Jared M. Huhn – Staff Engineer

Presenters:

- **Sam Sebaali presented the proposed development and discussed the preliminary concept plans, development schedule, and specifications of the proposed development.**

Discussion:

- **There were no attendees at this meeting to discuss the proposed project.**

Summary Information

Atlantic Drive Self Storage Small Scale Land Use Amendment		
APPLICANT	Gary Cardamone	
PROPERTY OWNER(S)	Ronald E. Kline Trust	
REQUEST	Small Scale Land Use Amendment from IND (Industrial) to PD (Planned Development)	
PROPERTY SIZE	1.41 acres	
PROPERTY LOCATION	Southwest Corner of Atlantic Drive and US 17-92	
PROPERTY TAX ID	19-21-30-514-0B00-0080	
AMENDMENT NUMBER	08.22SS.05	
COMMISSION DISTRICT	4-Lockhart	
HEARING DATE(S)	LPA: April 5, 2023	BCC: May 9, 2023
EXISTING USE OF SUBJECT PROPERTY	Go-Kart Track (closed)	
EXISTING ZONING OF SUBJECT PROPERTY	M-1	
	EXISTING USE	FUTURE LAND USE DESIGNATION
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE NORTH	Light industrial and Auto Sales	IND (Industrial)
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE EAST	Commercial	MXD (Mixed Development)
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE SOUTH	Auto repair	IND (Industrial)
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE WEST	Warehouse	IND (Industrial)

FUTURE LAND USE ELEMENT AMENDMENT REVIEW CRITERIA

The Future Land Use Element of the Comprehensive Plan establishes criteria to be

used in the evaluation of proposed Future Land Use Amendments, consistent with requirements of State Law, and including individual site compatibility analysis. These criteria include:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Findings

The subject property, located on south U.S. 17-92 in the Fern Park area, is surrounded by light industrial and other non-retail commercial uses, including warehousing and auto repair. Future Land Use currently designated on the property is Industrial (IND), which permits self-storage and general industrial uses up to a maximum floor area ratio (F.A.R.) of 0.65. Subject to this limitation, the proposed use is consistent with existing entitlements. However, the applicant's proposal for a self-storage facility of approximately 93,000 square feet on 1.42 acres represents an F.A.R. of 1.52, resulting in the need for a FLU amendment to accommodate a more intensive use.

Considered as a separate issue, an increase in density/intensity invites consideration of appropriate alternative use(s) of the site. The current IND designation reflects trends of development that existed at the time the Future Land Use Map was originally adopted. In more recent years, other policy concepts have been added to the Comprehensive Plan that may have implications for the subject property. The MXD Future Land Use designation and the Oxford Place Overlay, adopted in 2008 and 2018 respectively, have been applied to nearby properties along U.S. 17-92. Both of these classifications were intended to encourage mixed use, pedestrian-oriented development along the 17-92 Corridor.

In addition, the subject property lies within the Urban Centers and Corridors Overlay, adopted in 2016 to support the Central Florida Regional Growth Vision (How Shall We Grow?), with the purposes of encouraging walkable development patterns and the provision of affordable housing (See Policy FLU 5.17). The Overlay also was intended to facilitate compact land use patterns that enable the County to implement its multimodal mobility strategy for the urban area.

Staff finds that the proposed amendment is in keeping with existing land uses on surrounding properties. Alternate uses, based on a wider view of the U.S. 17-92 Corridor, may also be considered where such uses are in keeping with recently adopted policies addressing mixed use and pedestrian-oriented development.

B. Whether public facilities and services can be available concurrent with the impacts of development at adopted levels of service, or whether approval of the proposal would create internal inconsistency within the Seminole County Comprehensive Plan by impacting adopted levels of service or other related Goals, Objectives and Policies, particularly those addressing capital improvement programs and fiscal feasibility.

Maximum development potential for the proposed PD is 93,129 square feet of

nonresidential floor area. The following table provides adopted levels of service standards for public services and facilities, and potential impacts of the proposed amendment.

Facility or Service Level of Service (LOS) And Provider	Potential Impact
Potable Water Facilities LOS: Non-Residential 0.1 gal / s.f. / day Provider: City of Altamonte Springs	9,313 gal/day
Sanitary Sewer Facilities LOS: Non-Residential 0.1 gal / s.f. / day Provider: Seminole County	9,313 gal/day
Transportation Impacts	The area roadways currently operate at a satisfactory level of service and the proposed FLU amendment is expected to have a nominal effect on traffic in the vicinity.

Staff Findings

The site lies within the water service area of the City of Altamonte Springs, which has provided documentation of available capacity to serve the project. Regarding traffic volumes, the proposed self-storage use would have a minimal impact on area roadways.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations (if subject property is located within the Environmentally Sensitive Lands Overlay), and all other adopted development policies and regulations.

Staff Findings

At a general mapping scale, the site does not appear to lie within areas subject to flooding, as identified by the Federal Emergency Management Agency (FEMA), or wetlands as designated by the St. Johns River Water Management District. Any environmental issues that may arise from more detailed surveys will be addressed through existing regulations and review processes, and do not represent conflicts with the submitted master development plan for the PD.

D. Whether the proposal adheres to other special provisions of law and the Seminole County Comprehensive Plan (e.g., the Wekiva River Protection Act, Seminole County Urban/Rural boundary, etc.).

Staff Findings

The subject property is located within the Urban Centers and Corridors Overlay, encouraging infill development and redevelopment within major transportation corridors. The purpose of the Overlay (Policy FLU 5.17) is to encourage a compact, walkable development pattern that provides for a balance of jobs and housing in locations that can benefit from multiple modes of transportation such as bus and commuter rail service.

Development in the Overlay may include commercial, office, residential, and/or

institutional uses, preferably in an interconnected pattern that places needs and opportunities (i.e. jobs and housing) in close proximity to one another, taking maximum advantage of mass transit, and providing pedestrian or bike trails for personal transportation.

If approved, the proposed project would be developed under the PD future land use designation, and would not address development criteria established for the Overlay.

E. Whether the proposed Future Land Use is compatible with existing surrounding development and future land uses in accordance with *FLU Exhibit: Compatible Transitional Land Uses*.

Staff Findings

The requested land use amendment does not directly relate to the referenced FLU Exhibit, but instead proposes a PD Master Development Plan specifically permitting a self-storage facility in place of a previous commercial use on the site. While the plan shows a three (3) story building and relatively small setbacks from property lines, the proposed intensity of this project is potentially consistent with County policies that support compact development and high levels of economic activity along U.S. 17-92.

Development on adjoining properties to the north, south, and west is heavy commercial and light industrial in nature, with no residential use in the vicinity. Compatibility with surrounding development will be adequately addressed through the PD rezone.

Approval documents specific to the PD, as well as general provisions of the Land Development Code, will include site design criteria, such as buffering and landscaping, and architectural design standards, to ensure compatibility. These standards will be implemented through the Master Development Plan and subsequent Final Development Plan.

F. Whether the proposed Future Land Use designation furthers the public interest by providing or enabling the provision of:

1. A range of obtainable housing opportunities and choices, including affordable or workforce housing;
2. Economic development (enabling higher paying jobs);
3. Reduction in transportation impacts on areawide roads;
4. Mass transit and a variety of transportation choices; and
5. Whether the proposed Future Land Use designation is consistent with other applicable Seminole County Comprehensive Plan Goals, Objectives and Policies, and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan and the State Comprehensive Plan.

Staff Findings

The proposal would be limited to self-storage use, which would not provide housing opportunities. However, it would facilitate economic development in the area by providing a needed commercial service in a high-activity location.

AN ORDINANCE FURTHER AMENDING THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF A CERTAIN PROPERTY BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM INDUSTRIAL TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 2008-44 which adopted the Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Section 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth in this Ordinance relating to a Small Scale Future Land Use Map Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a public hearing, with all required public notice on April 5, 2023, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan Amendment set forth in this Ordinance; and

WHEREAS, the Board of County Commissioners held a public hearing on May 9, 2023, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth in this Ordinance; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and in compliance with the provisions of State law, including, but not limited to, Sections 163.3177 and 163.3187, Florida Statutes, and with the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council

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

Section 1. Recitals/Legislative findings:
The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 2008-44, as previously amended, is hereby further amended by amending the Future Land Use Map designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Exhibit "A" to this Ordinance:

Ord Exhibit	Name	Amendment Number	Future Land Use Change From-To	LPA Hearing Date	Board Hearing Date
A	Atlantic Drive Self-Storage	08.22SS.05 (Z2022-27)	Industrial to Planned Development Maximum Floor Area Ratio 1.45	4/5/2023	5/9/2023

(b) The associated rezoning request was completed by means of Ordinance Number 23-_____.

Section 3. Severability:

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

Section 4. Exclusion from County Code/Codification:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance will not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to this Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan to reflect adopted amendments to the Plan.

Section 5. Effective Date:

(a) The County will provide a certified copy of this Ordinance to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes.

(b) This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth in this Ordinance, if the amendment is not challenged in a timely manner, will be no earlier than thirty-one (31) days after the adoption date of the amendment. If challenged within the appropriate time period, this amendment will become effective on the date the State Land Planning Agency or the State Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits or land uses dependent upon this amendment may be issued or commence before it has become effective.

ENACTED this 9th day of May, 2023

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

EXHIBIT A

Amendment 08.22SS.05

LEGAL DESCRIPTION

LOTS 8, 9, AND 10, BLOCK B, SEMINOLE INDUSTRIAL PARK, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ATTACHMENT A - Text Section

Application For Future Land Use Map Amendment To The Seminole County Comprehensive Plan

SEMINOLE COUNTY PLANNING AND DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FL 32771-1468
PHONE (407) 665-7445 - FAX (407) 665-7385

SEMINOLE COUNTY LOCAL PLANNING AGENCY/PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS

Proposed amendments to the County's Future Land Use Map are reviewed against the goals, objectives and policies of the Seminole County Comprehensive Plan. The future land use map itself is a graphic representation of the policies contained within the Plan.

Proposed amendments are also reviewed for compatibility with adjacent land uses, sufficient public facility resources to serve any change in the demand for services, appropriate timing and location of the amendment, potential environmental impacts, and for internal Plan consistency. The impact on state and regional resources, facilities and policies as well as upon specially designated areas within the County is included in this review.

The County also evaluates proposed amendments for consistency with the Central Florida Regional Growth Vision and the East Central Florida Regional Planning Council's Strategic Regional Policy Plan.

ATTACHMENT A SECTIONS :

1. A ***text section*** requiring the applicant to perform a preliminary evaluation of whether the amendment proposal meets certain standards set by the Comprehensive Plan. This section is a Microsoft Word document that can be downloaded, opened and directly filled-in. The document can then be either printed directly as a PDF or printed out and scanned to PDF for submission. The submitted PDF is included in the Board's meeting agenda package. Applicant responses are used by the Project Manager in reviewing the proposed amendment.
2. A ***worksheet section*** requiring the applicant to perform a preliminary evaluation of whether current facility capacities can meet the demand of the proposed land use change. This section is an Adobe Acrobat PDF document which can be opened from the County web-site and filled-in on screen or can be downloaded, opened on a personal computer and filled-in. Once both documents are filled-in, they can then be either printed directly as a PDF or printed out and scanned to PDF for submission. The submitted PDF is included in the Board's meeting agenda package.

NOTE: A MINIMUM OF THREE STEPS ARE INCLUDED IN THE AMENDMENT PROCESS:

1. *Development Review Committee (DRC) Meeting* – Review conducted by county staff to identify any potential internal plan conflict issues and provide recommendations. NOTE: This meeting may be waived under certain circumstances.
2. *First Public Hearing* – Review by the Planning and Zoning Commission, serving as the Local Planning Agency, to provide recommendations to the Board of County Commissioners.
3. *Second Public Hearing* –
    a. For Small Scale Amendments (amendments affecting properties with fewer than 10 net buildable acres), the second public hearing is an adoption or denial hearing. The decision to amend the plan must be through adoption of an ordinance of amendment by affirmative vote of not less than a majority of the members of the governing board present at the hearing. Within 31 days of adoption of the ordinance, if no affected party has filed a request for a hearing at the Division of Administrative Hearings, the amendment is effective.
    b. For Large Scale Amendments (amendments affecting properties with 10 or more net buildable acres), the second public hearing is a transmittal hearing by the Board of County Commissioners. The decision must be by an affirmative vote of not less than the majority of the members of the governing board present at the hearing to transmit the proposed amendment to State and Regional Reviewing Agencies.
4. *Third Public Hearing for Large Scale Amendments* –
    a. Within 180 days of receiving comments from State and Regional Reviewing Agencies, a third public hearing is held before the Board of County Commissioners to consider adoption, which must be through an ordinance of amendment by affirmative vote of not less than a majority of the members of the governing board present at the hearing.
    b. The amendment must then be resubmitted to the State Land Planning Agency, which will notify the County as to whether the amendment package is complete.
    c. Within 31 days of notification by the State Land Planning Agency of receipt of a complete amendment package, if no affected party has filed a request for a hearing at the Division of Administrative Hearings, the amendment is effective.

Table Of Contents

STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS

1. Identification of Proposed Future Land Use Map Designation And Zoning Classification
2. Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies
    a. Demonstrate the Compatibility with Adjacent Land Uses
    b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)
    c. Demonstrate the Support and Furthering of County Comprehensive Plan Goals, Objectives and Policies
3. Assessment of Consistency with the Central Florida Regional Growth Vision
4. Assessment of Consistency with the East Central Florida Regional Planning Council's Strategic Regional Policy Plan
5. Completion of Data And Analysis Requirements:
    a. Facility Capacity Impact Assessments
        i. Utility Assessments
        ii. School Board Assessment
        iii. Transportation Assessment
    b. Assessment of Need for Special Area Data and Analysis Evaluations

SPECIAL AREAS STANDARDS OF REVIEW – *These Special Area evaluations apply only to the following*:

1. An amendment to Planned Development (PD) FLU
2. An amendment seeking to
    a. Change a future land use designation within the East Rural Area
    b. Change the Urban/Rural Boundary
3. An amendment from Higher Intensity Planned Development (HIP) and/or Industrial (IND) FLU that reduces employment opportunities.
4. An amendment within the Wekiva River Protection Area
5. An amendment within the East Lake Sylvan Transitional Area
6. An amendment within the Econlockhatchee River Protection Area
7. An amendment within the Environmentally Sensitive Lands Overlay (ESLO)

Sources Of Information For Completing Attachment A

- "*Attachment A - References*" – This document includes objectives, policies and map exhibits that can be referenced when completing the Attachment A - Text Section. It can be downloaded at: http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx
- The County's Information Kiosk provides parcel information useful in completing Attachment A, including whether a parcel is within one or more Special Areas: http://gis2.seminolecountyfl.gov/InformationKiosk/
- A fully searchable single copy of the Seminole County Comprehensive Plan, noted as "*Entire Comprehensive Plan (17MB)",* as well as individual Elements and Element Exhibits, can be opened and/or downloaded at: http://www.seminolecountyfl.gov/gm/planning/compplan.aspx

STANDARDS OF REVIEW
FOR ALL FUTURE LAND USE MAP AMENDMENTS[1]

The County shall use the standards described below in evaluating all applications for amendments to the Future Land Use Map of the Seminole County Comprehensive Plan.

All submissions are included in the official file for the project and will become a part of staff memoranda for public, Board and State Agency review. Staff review will verify if the applicant is correct in determining whether a question is applicable.

This application is divided into two documents – a text section and a worksheet section. Both are to be submitted with the application.

ALL APPLICABLE INFORMATION MUST BE PROVIDED
INCOMPLETE SUBMITTALS SHALL BE RETURNED TO THE APPLICANT

1. OWNER/APPLICANT NAME: NUVO DEVELOPMENT PARTNERS, LLC

2. PROJECT NAME: ATLANTIC DRIVE SELF STORAGE

3. IDENTIFICATION OF PARCELS PROPOSED FOR AMENDMENT AND FLU OF ADJACENT PARCELS

List the parcel number of each parcel proposed for amendment, use no hyphens, separate by semicolons.

Insert Parcel Identification Number(s) Here:
1921305140B000080

Note 1: If proposing an amendment to Planned Development (PD) land use, a concurrent rezoning application must also be submitted with this map amendment application and the Standards of Review for PD portion of this document must be completed.

Note 2: If proposing an amendment from Higher Intensity Planned Development (HIP) or Industrial (IND) to any land use allowing residential, a test of the change in the jobs to housing ratio must be calculated. *(See item #3 in the Standards of Review section of this document.)*

Complete the following identification of the future land use designation(s) of parcels adjacent to the proposed parcel or grouping of proposed parcels. Use either of the following sites:

- http://gis2.seminolecountyfl.gov/InformationKiosk/
- http://www.scpafl.org/

FLU Designation to the north of subject property(ies) IND

FLU Designation to the south of subject property(ies) IND

FLU Designation to the east of subject property(ies) MXD/COM

FLU Designation to the west of subject property(ies) IND

[1] Small Scale Amendment involves areas of 10 acres or fewer [Section 163.3187(1)(a), Florida Statutes 2012]. Large Scale Amendment involves areas of more than 10 acres [see Section163.3184 , FS for provisions regarding amendments].

4. ASSESSMENT OF CONSISTENCY WITH COMPREHENSIVE PLAN GOALS, OBJECTIVES AND POLICIES

a. Demonstrate the Compatibility with Adjacent Land Uses

Section 163.3177, Florida Statutes, requires local comprehensive plans to "provide for compatibility of adjacent land uses". The Seminole County Comprehensive Plan contains many policies that focus on compatibility with surrounding future land uses, such as Policies FLU 2.4 through 2.6, Policy FLU 4.4 and Policy FLU 5.16, as well as an Exhibit (*Exhibit FLU Compatible Transitional Land Uses*).

Section 163.3164, Florida Statutes, and the Seminole County Comprehensive Plan define "compatibility" as:

"A condition in which land uses can coexist in relative proximity to each other in a stable fashion over time such that no use is unduly negatively impacted directly or indirectly by another use."

Applicant shall briefly explain how the amendment will be compatible with each of the adjacent land uses identified in the preceding Section 1, and may use the above cited policies and Exhibit, or other policies of the Seminole County Comprehensive Plan, in the explanation. *(See:* http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx).

Begin narrative below and/or note attachments to reference:

We believe that the self-storage facility use will be compatible and in harmony with the adjacent industrial development to the north, west, and south and would be a good transitional use between the US 17-92 frontage and the existing surrounding industrial uses. Furthermore, the proposed self-storage use generates less traffic and noise than the current or other potential uses. The proposed re-development will also provide larger landscape buffers on the north, west and east sides than the existing development.

b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)

Applicant shall describe how the character of the area surrounding the proposed amendment site has changed sufficiently to support the need for a different land use designation. Possible points may include, but not be limited to:

- Approved but uncompleted projects (private and public) within the surrounding area that will change the character of the area within the next five years, and
- Appropriateness of the timing of the proposed change in land use designation for the subject property (i.e., consistency with planned public facility improvements, support for major public facilities such as SunRail commuter rail or support for other Seminole County Comprehensive Plan goals, objectives and policies).

Begin narrative below and/or note attachments to reference:

The site is within the Centers and Corridors Overlay (Overlay), which encourages infill development and provides for density and intensity enhancement when specific performance criteria are met. The proposed development will allow for redevelopment of an existing use which is not compatible with the changes in character of the surrounding area where mixed use development is being

c. Demonstrate the Support and Furthering of County Plan Goals, Objectives and Policies

In the following table, the Applicant shall check which of the following Seminole County Comprehensive Plan goals, objectives and policies will be supported and/or furthered by the proposed amendment.

The following objectives and policies can be use to demonstrate that the proposed amendment supports and furthers the Seminole County Comprehensive Plan. The full text of each objective and policy can be found in the downloadable document entitled: "Attachment A – Reference" located at: http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx

Objectives Or Policies Of The County Plan Supported Or Furthered By Proposed Application	CHECK IF 'YES'
Policy FLU 2.4 - Neighborhood Commercial Uses	X
Policy FLU 2.5 - Transitional Land Uses in Urban Areas Not Approved for Mixed Development	X
Policy FLU 2.7 - Location of Employment Uses, including Industrial Uses	
Objective FLU 4 - Redevelopment and Renewal of Blighted or Declining Areas	X
Policy FLU 4.5 - Encourage Infill and Redevelopment of Existing Development Corridors and Centers	X
Policy FLU 5.2 - Mixed Commercial/Residential Use Development	
Policy FLU 5.8 - North I-4 Corridor Higher Intensity Planned Development-Target Industry (HIP-TI) Permitted Uses and Locational Standards	
Policy FLU 5.15 - Mixed Use Developments *(Paragraph A, sections 1-6)*	
Policy FLU 11.1 - Recognition of East Rural Area	
Policy FLU 11.17 - Chuluota Nonresidential Design Standards	
Objective FLU 12 – Preservation of the Rural Character and Natural Resources of the Wekiva Protection Area	
Policy FLU 19.2 - Promote Economic Development in Target Areas through Urban Infill and Redevelopment (*Paragraph A*)	
Policy CON 3.12 - Central Florida Regional Growth Vision (How Shall We Grow?)	
Policy CON 7.3 - Future Land Use Designations	
Policy HSG 4.3 - Workforce Housing in Economic Development Target Areas	
Policy TRA 2.4.3 - Promote Infill Development	X
Policy TRA 2.5.6 - Discourage Direct Access	X
Policy TRA 3.2.2 - Prohibit Use of Roadway Improvements as Sole Justification for Land Use Amendments	
List here other Plan goals, objectives or policies felt to be applicable: *(See:* http://www.seminolecountyfl.gov/gm/planning/compplan.aspx*):*	

5. ASSESSMENT OF CONSISTENCY WITH THE CENTRAL FLORIDA REGIONAL GROWTH VISION

Applicants shall identify one or more of the following six regional growth principles from the Central Florida Regional Growth Vision that are supported and/or furthered by this application.

(See: http://www.myregion.org/clientuploads/pdfs/HSWG_final.pdf)

Regional Growth Principles From The Central Florida Regional Growth Vision	CHECK IF 'YES'
PRESERVE open space, recreational areas, farmland, water resources, and regionally significant natural areas.	
PROVIDE a variety of transportation choices.	
FOSTER distinct, attractive, and safe places to live.	
ENCOURAGE a diverse, globally competitive economy.	X
CREATE a range of obtainable housing opportunities and choices.	
BUILD communities with educational, health care, and cultural amenities.	

6. ASSESSMENT OF CONSISTENCY WITH THE EAST CENTRAL FLORIDA STRATEGIC REGIONAL POLICY PLAN

Applicants shall identify one or more of the following policies of East Central Florida Strategic Regional Policy Plan. Applicant may also identify other policies of the East Central Florida Strategic Regional Policy Plan and explain how the application supports and furthers those policies. *(See: http://www.ecfrpc.org/Document-Library/SRPP.aspx)*

Policies Of The East Central Florida Strategic Regional Policy Plan Furthered Or Supported By The Application	CHECK IF 'YES'
Policy 3.9 **-** Development should avoid or properly mitigate adverse impacts to listed species.	
Policy 3.10 **-** Wildlife management and conservation areas should be protected from encroachment.	
Policy 3.18 **-** Development in the 100 year floodplain should be discouraged.	
Policy 4.1 **-** Promote integrated land use and multi-modal transportation strategies that support diverse economic centers.	
Policy 4.3 **-** Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.	X
Policy 4.6 **-** Promote and preserve agriculture as a viable land use and integral economic industry.	
Policy 4.9 **-** Support efforts to retain and maximize traditional industrial sectors.	X
Policy 4.10 **-** Promote the development and attraction of high-wage, value-added, and export-oriented technology and manufacturing industries.	
Policy 4.18 **-** Support efforts that integrate mixed income housing into existing, expanding and emerging job centers.	
Policy 5.3 **-** Promote a multi-modal transportation system that provides for the safe, efficient and cost effective movement of people and goods.	
Policy 5.9 **-** Promote compact, mixed-use development that reduces vehicle miles traveled.	
Policy 5.11 **-** Encourage transit-oriented and transit-ready developments proximate to transit stations.	
Policy 9.2 **-** Protect groundwater recharge areas.	
Policy 9.4 **-** Promote the incorporation of nonstructural methods of stormwater management.	
List here other Policies of the East Central Florida Strategic Regional Policy Plan furthered or supported by the application:	

7. COMPLETION OF DATA AND ANALYSIS REQUIREMENTS

This section of the application requires the applicant to assess a) whether there is sufficient facility capacity to serve the potential development under the changed land use, and b) whether the proposed land use amendment will impact a designated Special Area.

a. Facility Capacity Impact Assessments

i. Utility Worksheets

The purpose of this facility analysis is to establish whether sufficient capacities are available or are planned to be available to support the proposed amendment. This facility analysis is required by the Future Land Use Element section entitled "Plan Amendment Standards of Review".

Submitted worksheet calculations shall demonstrate that the service provider has sufficient surplus capacity to meet the proposed demand at the adopted Level of Service of the serving jurisdiction or at the unit demand standard provided by a private facility.

The worksheets are provided in a separate Adobe PDF document that can be opened with Adobe Reader. Entries made will automatically calculate certain fields. Once all fields are filled in, the worksheets can be printed directly to PDF or printed out and scanned to PDF and submitted with the application. Complete all worksheets, entering zero units or zero square footage if not applicable.

- Basic Information Worksheet 1 – Calculate the maximum number of units and square feet allowable under the proposed FLU and used in the following worksheets. **If the amendment is to PD FLU, enter the total number of units and/or square feet at bottom of sheet.**
- Potable Water Worksheet 2 - Test of facility capacity availability. Requires the applicant to contact the appropriate water utility if applicable.
    a. If using well water, check box at top and make no entries
    b. If utility does not provide the Available Capacity, check the box and submit with the application a letter from the utility confirming ability to serve.
    c. If using Seminole County utility, levels of service are built in. Check the box in the title.
    d. If using City/Private utility, enter the residential and non-residential Levels of Service and check the box in the title.
- Sanitary Sewer Worksheet 3 - Test of facility capacity availability. Auto-calculation.
    a. If using septic, check box at top and make no entries
    b. If utility does not provide the Available Capacity, check the box and submit with the application a letter from the utility confirming ability to serve.
    c. If using Seminole County utility, levels of service are built in. Check the box in the title.
    d. If using City/Private utility, enter the residential and non-residential Levels of Service and check the box in the title.
- Solid Waste Disposal Worksheet 4 – Calculation of capacity demand. Auto-calculation. This worksheet is completed only if residential units are proposed, the LOS incorporating associated non-residential demand. If only non-residential development is proposed, the worksheet is not calculated.
- Recreation/Open Space Worksheet 5 - Calculation of capacity demand. Requires an estimate of developed and total recreation/open space acres need to accommodate the land use. This worksheet is completed only if residential units are proposed. If no residential development is proposed, the worksheet is not calculated.

Separate from this Attachment A are two additional facility capacity impact assessments that must be completed and submitted. :

ii. *School Board Assessment*

Applicants must contact the Seminole County School Board, Facilities Planning Office, for a review and analysis of the impact of the proposed amendment. Contact the Facilities Planning Office at 407-320-0071 for direction in completing this analysis. A copy of the School Board's findings is to be included in the Board's agenda package.

iii. *Transportation Assessment*

Applicants must contact the Seminole County Planning and Development Division for guidance on the level of transportation assessment required. Contact Bill Wharton at 407-665-7398.

PLEASE NOTE: This worksheet analysis is NOT a concurrency review and DOES NOT reserve facility capacity for any specific development.

b. Assessment of Need for Special Area Data and Analysis Evaluations

Please check-off below those Special Areas identified at the Pre-Application Conference in which the parcel fall or would be affected by. Proceed to the Special Areas – Standards of Review on the next page and complete those topics which were checked off.

If you did not attend a Pre-Application Conference, call your Project Manager to confirm which Special Area(s) apply to your parcel(s).

Is the amendment proposal for or involve one or more of the following?:	Check if applicable:
1. An amendment from any FLU to Planned Development (PD) FLU	X
2. An amendment seeking to:	
• Change a future land use designation within the East Rural Area	
• Change the Rural Charter Boundary	
• Change the Urban/Rural Boundary	
3. An amendment from Higher Intensity Planned Development and/or Industrial FLU that reduces previously projected employment opportunities	
4. An amendment within Wekiva River Protection Area	
5. An amendment within the East Lake Sylvan Transitional Area	
6. An amendment within the Econlockhatchee River Protection Area	
7. An amendment within or containing land affected by the Environmentally Sensitive Lands Overlay (ESLO)	

SPECIAL AREAS
STANDARDS OF REVIEW

NOTE:
Complete only the following Special Area topics
which were checked off on the previous page in Section 5.b.

1. Evaluation of Plan Amendments Proposing Planned Development (PD) Future Land Use Designation

In order to be considered for a Future Land Use amendment to a Planned Development (PD) future land use designation, an applicant must provide the following information in compliance with the Purpose and Intent Statement and Definition of the Planned Development Future Land Use designation, contained in the portion of the Seminole County Future Land Use Element entitled "Definitions of Future Land Use Designations and Overlays".

Demonstrate Consistency with the Following Standards
All Applications for future land use designation to PD must be accompanied by a complete rezoning application, including an associated master development plan identifying maximum density and/or intensity of proposed uses. (See *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications* for applicable zoning districts). Master Development Plan demonstrating maximum density and/or intensity and rezoning application are attached? **Yes** X **No**____
Note here any attachments to reference:
MASTER DEVELOPMENT PLAN CONCEPTUAL FLOOR PLANS CONCEPTUAL ELEVATIONS CONCEPTUAL COLORED RENDERINGS

2. Evaluation of Amendments within the East Rural Area, Including Amendments to the Urban/Rural Boundary

The County shall not consider amendments to parcels within the East Rural Area or to either the Rural Charter Boundary or the Urban/Rural Boundary, as depicted on *Exhibit FLU - Special Area Boundaries*, unless all of the following relevant information is provided .

***NOTE**: The Board of County Commissioners shall transmit any required documentation and related support material to the State and Regional Reviewing agencies for review and comment prior to adoption.*

East Rural Area Future Land Use Map Amendment
Demonstrate the need to amend the land use in the East Rural Area– *Respond to topics as applicable:* (1) Provide data and analysis to document that additional urban land is needed to accommodate population projections; housing demand (in particular, for affordable, workforce or obtainable housing in proximity to employment opportunities); or to achieve economic development goals/employment projections of the Seminole County Comprehensive Plan because of the lack of suitable vacant or redevelopable land within the urban area; or (2) Provide data and analysis to document that additional urban land is 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. ***Begin narrative below and/or note attachments to reference:***
N/A
Demonstrate the availability of sufficient urban facilities and services to meet the service demands of the proposed development, and the orderly, efficient and cost effective provision of such services. ***Begin narrative below and/or note attachments to reference:***
N/A

Document the protection of environmental and natural resources, including regionally significant natural areas. This documentation shall include an analysis showing that the amendment would not adversely affect the interconnected system of wetlands/uplands that exist in the East Rural Area. The analysis must describe how the amendment protects the wetlands/uplands systems, including:

- retaining the connectivity of wetlands
- retaining/improving the ecological quality of wetlands
- retaining the functional and structural values of wetlands in the Rural Area

Begin narrative below and/or note attachments to reference:

N/A

Demonstrate how the proposed amendment would be compatible with adjacent rural uses .

Begin narrative below and/or note attachments to reference:

N/A

Home Rule Charter Rural Boundary Map Amendment
If proposing to amend the Seminole County Home Rule Charter Rural Boundary, provide a detailed parcel map and a legal description of the subject property in digital format. Provided? **Yes ____ No____**

Urban/Rural Boundary Map Amendment
If proposing to amend the Seminole County Urban/Rural Boundary, provide a detailed parcel map. Provided? **Yes ____ No____**

3. Evaluation of Amendments from Higher Intensity Planned Development or Industrial FLU to a Residential FLU or to Planned Development FLU

This standard applies to a proposal for a future land use map amendment from an employment generating land use (Higher Intensity Planned Development or Industrial Future Land Use) to an exclusively residential land use designation. *(Note: a proposal for Planned Development (PD) future land use shall be considered "exclusively residential" if more than 90% of the proposed floor area within the development would be designated for residential use.)*

The designation of land areas for nonresidential use is intended to allow for future development of employment opportunities in Seminole County. Calculation of the number of nonresidential acres needed to accommodate employment is a part of the requirements of Chapter 163, Florida Statutes. In order to understand the impacts of the proposed change, the applicant must calculate the potential impact of the amendment on the County's jobs-to-housing balance.

Demonstrate Consistency with the Following Standards

Using statistics obtained from the Florida Bureau of Economic and Business Research (BEBR) and the formula shown below, calculate whether the proposed land use amendment would reduce the County's jobs to housing ratio below the minimum standard of 1.0 jobs per housing unit. *(Reference: Seminole County Comprehensive Plan, Future Land Use Element, Standards Of Review - Category II, Data and Analysis, Section F.)*

A/(B + C) = D

A.	Current total County employment*		Divided by
B.	Total Housing Units*		
C.	Number of new units under the proposed future land use change		
D.	Total with amendment		B + C
E.	Jobs-to-housing ratio		

NOT APPLICABLE SINCE NO NEW RESIDENTIAL UNITS PROPOSED

**Source: Florida Bureau of Economic and Business Research,-most recent year available*

4. Plan Amendments Within The Wekiva River Protection Area NOT APPLICABLE

In order to be eligible for a Future Land Use Designation amendment within the Wekiva River Protection Area, as depicted in *Exhibit FLU - Special Area Boundaries*, an applicant for a Plan amendment shall comply with the requirements of Objective FLU 12 and its attendant policies; in particular, Policy FLU 12.2 (if within the East Lake Sylvan Transition Area), Policy FLU 12.3 (if outside of the East Lake Sylvan Transition Area), and Policy FLU 12.8.

***NOTE**: Development activity (including the placing or depositing of fill within wetlands and the 100-year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest.*

Demonstrate Consistency with the Following Standards
For purposes of allowing clustering of dwelling units to preserve environmentally significant features, but not for increasing allowable maximum densities, an application may propose the Planned Development future land use designation with an associated PD (Planned Development) zoning district. Such an application shall comply with the requirements for a PD Future Land Use amendment as shown above. Application includes rezoning application and Master Development Plan: **Yes ____ No____**
Subject property has a nonresidential Future Land Use designation and applicant is proposing an amendment to Suburban Estates or Recreation, consistent with Policy FLU 12.3. Applicant is proposing an amendment to Suburban Estates or Recreation. If "Yes", begin narrative below and/or note attachments to reference: **Yes ____ No____**

The proposal must conform to the Seminole County Comprehensive Plan and to these requirements of Part II, Chapter 369, Florida Statutes:

369.305 Review of local comprehensive plans, land development regulations, Wekiva River development permits, and amendments.—

(1) It is the intent of the Legislature that Orange, Lake, and Seminole Counties emphasize the Wekiva River Protection Area in their planning and regulation efforts. Therefore, each county's local comprehensive plan and land development regulations applicable to the Wekiva River Protection Area must meet the following criteria:

(a) Each county's local comprehensive plan must contain goals, policies, and objectives that result in the protection of the:

1. Water quantity, water quality, and hydrology of the Wekiva River System;
2. Wetlands associated with the Wekiva River System;
3. Aquatic and wetland-dependent wildlife species associated with the Wekiva River System;
4. Habitat within the Wekiva River Protection Area of species designated pursuant to rules 39-27.003, 39-27.004, and 39-27.005, Florida Administrative Code; and
5. Native vegetation within the Wekiva River Protection Area.

(b) The various land uses and densities and intensities of development permitted by the local comprehensive plan shall protect the resources enumerated in paragraph (a) and the rural character of the Wekiva River Protection Area. The plan must also include:

1. Provisions that ensure the preservation of sufficient habitat for feeding, nesting, roosting, and resting so as to maintain viable populations of species designated pursuant to rules 39-27.003, 39-27.004, and 39-27.005, Florida Administrative Code, within the Wekiva River Protection Area.
2. Restrictions on the clearing of native vegetation within the 100-year flood plain.
3. Prohibition of development that is not low-density residential in nature, unless the development has less effect on natural resources than low-density residential development.
4. Provisions for setbacks along the Wekiva River for areas that do not fall within the protection zones established pursuant to s. 373.415.
5. Restrictions on intensity of development adjacent to publicly owned lands to prevent adverse impacts to such lands.
6. Restrictions on filling and alteration of wetlands in the Wekiva River Protection Area.
7. Provisions encouraging clustering of residential development if it promotes protection of environmentally sensitive areas and ensures that residential development in the aggregate is rural in density and character.

(c) The local comprehensive plan must require that the density or intensity of development permitted on parcels of property adjacent to the Wekiva River System be concentrated on those portions of the parcels which are the farthest from the surface waters and wetlands of the Wekiva River System.

(d) The local comprehensive plan must require that parcels of land adjacent to the surface waters and watercourses of the Wekiva River System not be subdivided so as to interfere with the implementation of protection zones as established pursuant to s. 373.415, any applicable setbacks from the surface waters in the Wekiva River System which are established by local governments, or the policy established in paragraph (c) of concentrating development in the Wekiva River Protection Area as far from the surface waters and wetlands of the Wekiva River System as practicable.

Begin narrative below and/or note attachments to reference:

NOT APPLICABLE

5. Plan Amendments within The East Lake Sylvan Transition Area

The East Lake Sylvan Transitional Area (see FLU Exhibit-4 East Lake Sylvan Transitional Area/School Site), established by Policy FLU 2.12 Recognition of the East Lake Sylvan Transitional Area, has been designated as appropriate for densities in excess of those allowed elsewhere in the Wekiva River Protection Area wherein the one dwelling unit per net buildable acre is the final development form. The Standards for Plan Amendments within the East Lake Sylvan Transitional Area allows for a maximum allowable residential density not to exceed 2.5 dwelling units per net buildable acre within the Planned Development (PD) Future Land Use designation and PD (Planned Development) zoning classification.

***NOTE**: Development activity (including the placing or depositing of fill within wetlands and the 100-year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest.*

Demonstrate Consistency with the Following Standards
For purposes of allowing clustering of dwelling units to preserve environmentally significant features, but not for increasing allowable maximum densities, an application may propose the Planned Development future land use designation with an associated PD (Planned Development) zoning district. Such an application shall comply with the requirements for a PD Future Land Use amendment as shown above. ***(Begin narrative below and/or note attachments to reference)**:*
Subject property has a nonresidential Future Land Use designation and applicant is proposing an amendment to Suburban Estates or Recreation, consistent with Policy FLU 12.3. ***(Begin narrative below and/or note attachments to reference):***
The proposal must conform to the requirements of Part II, Chapter 369, Part II, Florida Statutes as noted above. ***(Begin narrative below and/or note attachments to reference)**:*

6. Evaluation of Amendments Within The Econlockhatchee River Protection Area

The State Department of Environmental Protection has identified the Econlockhatchee River Protection Area as an "Outstanding Water", based on authority given by Section 40C-41.063 (5), Florida Administrative Code. In order to be considered for a Future Land Use Amendment within the Econlockhatchee River Protection Area as depicted in *Exhibit FLU-Special Area Boundaries*, an applicant must demonstrate that the Performance Standards contained in Policy FLU 1.10 are met

Demonstrate Consistency with the Following Standards
1. Projects within this Protection Area must comply with restrictions that limit uses within a 550-foot development restriction zone (from stream's edge of the channels of the Big Econlockhatchee River and the Little Econlockhatchee River) to the creation of wetlands and passive recreational uses. If the subject property contains lands located within the 550 development restriction zone, provide data to demonstrate that the subject property is large enough to meet this development restriction while complying with the requirements of the desired future land use and the requirements of the zoning district desired. ***(Begin narrative below and/or note attachments to reference):***
NOT APPLICABLE
2. For property located within 1,100 feet landward as measured from the stream's edge of the main channels of the Big Econlockhatchee River and the Little Econlockhatchee River, only residential uses are permitted except as stated otherwise in Part 57, Econlockhatchee River Protection Overlay Standards Classification, of the Land Development Code of Seminole County. Does the amendment propose a residential land use designation? **Yes ____ No____**
3. All lands within 2,000 feet of stream's edge, and lands identified on *Exhibit FLU: Areas of Archaeological Potential*, have the potential to contain significant archaeological resources. If the subject property contains lands within 2,000 feet of stream's edge and/or contains lands identified on the aforementioned exhibit, provide data to demonstrate that the subject property is large enough to meet the requirements of the proposed land use and zoning district, and preserve potentially significant archaeological features, or provide an archaeological survey (conducted by a state certified archaeologist) verifying that no significant resources are present. ***(Begin narrative below and/or note attachments to reference):***
NOT APPLICABLE

Demonstrate Consistency with the Following Standards
4. Minimal removal of native habitats is permitted within the Econlockhatchee River Protection Area, including limits on fragmentation of forested habitats, and limitations on any additional crossings of the river system. Provide data to demonstrate that the subject property is large enough to meet the requirements of the proposed land use and zoning district while limiting fragmentation of forest habitats and/or additional river crossings in order to prevent disturbance of native habitats through . ***Begin narrative below and/or note attachments to reference:*** NOT APPLICABLE
NOTE: *If any portion of the subject property is within the Environmentally Sensitive Lands Overlay, complete also the Evaluation of Amendments within the ESLO. Critical upland habitat and environmentally sensitive lands (see Exhibit FLU: FLU Series – Exhibit Environmentally Sensitive Lands Overlay) are required to be protected within the Econlockhatchee River Protection Area.*

7. Evaluation of Amendments Within The Environmentally Sensitive Lands Overlay (ESLO)

Demonstrate Consistency with the Following Standards

Provide data to verify that the subject property is large enough to meet the standards required by the proposed future land use and zoning district and also comply with the requirements of *Policy FLU 1.3 Wetlands Protection* and *Policy CON 7.4 Wetland Regulation – Buffers, Performance Standards and Compatibility,* part D - Wetland Compatibility Criteria. These policies prohibit encroachment on locally significant wetlands except for construction of, or improvement of, public facilities that benefit the general public.

The ESLO is comprised of floodprone and wetlands that may exist in any combination on a parcel. These areas are graphically depicted on either of the following websites:

- http://www.seminolecountyfl.gov/is/pdf/Information_Kiosk_Help.pdf
- http://www.scpafl.org/

***NOTE**: If applicant is proposing Planned Development (PD) land use, the Master Development Plan must show location of protected environmentally sensitive areas.*

***NOTE**: Development activity (including the placing or depositing of fill within wetlands and the 100-year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest.*

***Begin narrative below and/or note attachments to reference**:*

NOT APPLICABLE

FEG FLORIDA ENGINEERING GROUP
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

2302 Parklake Drive, Suite 134
Atlanta, GA 30345
Phone: 1-877-857-1581
Fax: 1-877-857-1582

Engineering the Future

August 30, 2022

Seminole County Planning & Development Division
1101 East First Street, Room 2028
Sanford, Florida 32771

Reference: Atlantic Drive Self Storage Facility
PD Future Land Use Amendment and PD Rezone Request Narrative
Parcel ID: 19-21-30-514-0B00-0080
FEG Project No. 21-181

The applicant is proposing to re-develop the existing 1.4-acre Lil 500 Go Kart Rides site and construct a "high end" self-storage facility on the subject site. The subject site is zoned M-1 and has a Future Land Use designation of Industrial.

The M-1 Zoning and Industrial Future Land Use allow self-storage use. However, the Industrial Future Land Use designation limits the FAR to 0.65, which is not feasible for a modern multi-level self-storage development as most modern self-storage developments necessitate a FAR of 1.5 to 2.0, since they consist of multi-story buildings with minimal parking needs.

The site is within the Centers and Corridors Overlay (Overlay), which encourages infill development and provides for density and intensity enhancement when specific performance criteria are met. However, the maximum FAR allowed under the Overlay is 1.0. The performance criteria for the Overlay consist of a total of 12 items as outlined under Policy FLU 5.17 C of the Seminole County Comprehensive Plan.

To achieve a 1.0 FAR, a project among other requirements, would need to include mixed use development and provide affordable and workforce housing. Given the small size of the site and the various code requirements, development of the site as a mixed-use project is not feasible, since a high intensity commercial and residential development on this site would require a significant amount of parking, which cannot be supported by the size of the site. Even for the lowest density and intensity requirements of the Overlay (min. density of 7.0 and FAR of 0.36), the building size would need to be around 22,000 S.F. for the commercial component and would require about 110 parking spaces for the commercial component only, which would not be feasible on a 1.4-acre site. Specifically, 110 surface parking spaces would alone require about 1.1 acres of land area. When adding the building area, open space requirements, buffers, and stormwater management system requirements, the site would need to be larger than 1.4 acres.

Given the restrictive nature of the Overlay for this small site, the applicant is seeking to redevelop the site for the currently allowable self-storage use with a request for a Future Land Use Amendment to Planned Development and Rezone to PD (Planned Development) to increase the FAR to 1.52 with a maximum limitation of 1.6 FAR.

The proposed self-storage facility consists of a single three (3) story building totaling approximately 93,129 S.F. The proposed height will be a maximum of 40 Ft. for the main building and 45 Ft. for the parapet and tower element. All storage will be internal to the building.

The self-storage re-development would be superior to having an industrial building on the site, which is also currently allowed on the site. Furthermore, the proposed self-storage use would generate less impacts on roads, schools, utilities, and other public facilities than most other uses, which are allowed under the current M-1 zoning or uses contemplated by the Overlay.

Specifically, the proposed use will only generate a total of 135 average daily trips and a total of 13 PM peak trips, which are de-minimus. Water demand and sewer flows from the self-storage project will also be very minimal and in the range of 2 to 3 ERU's.

We believe that the self-storage facility use will be compatible and in harmony with the adjacent industrial development to the north, west, and south and would be a good transitional use between the US 17-92 frontage and the existing surrounding industrial uses. Furthermore, the proposed self-storage use generates less traffic and noise than the current or other potential uses. The proposed re-development will also provide larger landscape buffers on the north, west and east sides than the existing development.

Should you have any questions or concerns, please do not hesitate to contact me at 407-895-0324 or by email at SSebaali@feg-inc.us.

Sincerely,
Florida Engineering Group, Inc.

Sam J. Sebaali, P.E., LEED®AP
President

cc: Richard E. Cardamone, Nuvo Development

Seminole County

Facility Capacity Impact Assessment

Basic Information - Worksheet 1 of 5

Applicant Name:	GARY CARDAMONE, MANAGER, NUVO DEVELOPMENT PARTNERS, LLC
Project Name:	ATLANTIC DRIVE SELF STORAGE
Contact Phone/Email:	SAM J. SEBAALI, PRESIDENT, FLORIDA ENGINEERING GROUP, INC. 407-895-0324; SSebaali@feg-inc.us
Date Completed:	08/31/2022

SECTION 1 - Proposed FUTURE LAND USE Evaluation *(Other than PD)*		
Items	**Entries**	**Units**
A. Enter proposed Future Land Use - Insert initials to right. *If proposed FLU is PD, skip this section and complete SECTION 2 at bottom of page.*		*Any FLU except PD*
B. Enter Max. Allowable Residential Dwelling Units/Acre under the proposed FLU		*Whole # Units/Acre*
C. Enter Max. Allowable Non-Residential FAR (floor area ratio) under proposed FLU	0%	*Percent*
D. Enter Gross Acres - NOTE: The gross acres are used to project the maximum potential development and may exceed final allowable net buildable acres.		*Acres*
E. RESIDENTIAL TEST FIGURE - Potential residential unit maximum*	0	*Units Lines (B x D)*
F. NON-RESIDENTIAL TEST FIGURE - Potential non-residential sq/ft max.*	0	*Sq Ft (C x D x 43560)*

** Test figures are used only to provide a preliminary calculation of projected facility demands.*

SECTION 2 - Proposed PLANNED DEVELOPMENT (PD) Evaluation Only		
Items	**Entries**	**Units**
PD Proposed Future Land Use - (*If <u>other</u> than PD, complete SECTION 1 above.)*	PD	*FLU*
RESIDENTIAL TEST FIGURE - Enter proposed unit count*	0	*Units*
NON-RESIDENTIAL TEST FIGURE - Enter proposed square feet*	93,129	*Square Feet*

** Test figures are used only to provide a preliminary calculation of projected facility demands.*

Facility Capacity Impact Assessment - Worksheet 2 of 5

Potable Water Facilities

Applicant Name	Project Name	Well? Check box, make no entries
NUVO DEVELOPMENT PARTNERS, LLC	ATLANTIC DRIVE SELF STORAGE	N/A

Enter Utility Name:	CITY OF ALTAMONTE SPRINGS
Enter Utility Contacted Name:	MICHELLE WRIGHT
Enter Contact's Phone Number:	(407) 571-8339

- To identify the utility serving a parcel, go to:
http://www.seminolecountyfl.gov/cms_application_Placeholder.aspx?page=MyResidentPage ***or go to*** *http://gis2.seminolecountyfl.gov/InformationKiosk/*
- For Seminole County water/sewer information, contact Environmental Services, Business Office: 407-665-2110
- For well permitting, contact the Seminole County Building Division, 407-665-7050, and the Health Department, 407-665-3604

Line	Facility Capacity Status	Entries	*Notes/Units*
1	**Enter Available Capacity provided by Utility Contact:**		*Available permitted capacity in millions of gallons/day (mgd)*
	NOTE: *In place of an Available Capacity figure, check here that a letter from the utility confirming ability to serve is attached.*	X	*Letter attached in place of demand calculations*

POTABLE WATER DEMAND CALCULATIONS

Residential Demand Calculation - For Seminole County utility service, enter 350 gals per day per unit as the residential level of service. For City/Private utility service, enter the level of service if provided by the utility.
(Residential Test Figure is from Worksheet 1 of 5)*

Line	Residential Test Figure *	Level Of Service (LOS) gpd	Demand	*Notes/Units*
2	0		0.000	*(Test Figure x LOS per unit) / 1.0 mgd)*

Non-Residential Demand Calculation - For Seminole County utility service, enter 0.1 gals per day per square foot as the non - residential level of service. For City/Private utility service, enter the level of service if provided by the utility.
(Non-Residential Test Figure is from Worksheet 1 of 5)*

Line	Non-Res Test Figure*	Level Of Service (LOS) gpd	Demand	*Notes/Units*
3	93,129	*see calculation below	519 GPD	*(Test Figure x LOS per unit) / 1.0 mgd)*
4	**Total Proposed Water Demand**		0.000	*Total Demand mgd (Lines 2 + 3)*
5	**Remaining Capacity**		0.000	*Remaining permitted capacity mgd (Lines 1 - 4)*

CALCULATIONS PER FAC 62-6.008 FOR 567 TOTAL STORAGE UNITS AND 900 SF OFFICE.
1 GPD/UNIT *200 UNITS + 0.5 GPD/UNIT * 367 UNITS = 384 GPD
15 GPD/100 SF OFFICE * 900 SF OFFICE = 135 GPD
TOTAL = 519 GPD WATER DEMAND

Facility Capacity Impact Assessment - Worksheet 3 of 5

Sanitary Sewer Facilities

Applicant Name	Project Name	Septic? Check box, make no entries
NUVO DEVELOPMENT PARTNERS, LLC	ATLANTIC DRIVE SELF STORAGE	T.B.D.

Enter Utility Name:	SEMINOLE COUNTY
Enter Utility Contacted Name:	PAUL ZIMMERMAN
Enter Contact's Phone Number:	407-665-2040

- To identify the utility serving a parcel, go to:
http://www.seminolecountyfl.gov/cms_application_Placeholder.aspx?page=MyResidentPage ***or go to*** *http://gis2.seminolecountyfl.gov/InformationKiosk/*
- For Seminole County water/sewer information, contact Environmental Services, Business Office: 407-665-2110
- For onsite sewage and disposal, contact the Seminole County Department of Health, Environmental Health: 407-665-3604

Line	Facility Capacity Status	Entries	*Notes/Units*
1	**Enter Available Capacity provided by Utility Contact:**		*Available permitted capacity in millions of gallons/day (mgd)*
	NOTE: *In place of an Available Capacity figure, check here that a letter from the utility confirming ability to serve is attached.*		*Letter attached in place of demand calculations*

SANITARY SEWER DEMAND CALCULATIONS

Residential Demand Calculation - For Seminole County utility service, enter 300 gals per day per unit as the residential level of service. For City/Private utility service, enter the level of service if provided by the utility.
(Residential Test Figure is from Worksheet 1 of 5)*

Line	Residential Test Figure *	Level Of Service (LOS) gpd	Demand	*Notes/Units*
2	0		0.000	*(Test Figure x LOS per unit) / 1.0 mgd)*

Non-Residential Demand Calculation - For Seminole County utility service, enter 0.1 gals per day per square foot as the non - residential level of service. For City/Private utility service, enter the level of service if provided by the utility.
(Non-Residential Test Figure is from Worksheet 1 of 5)*

Line	Non-Res Test Figure*	Level Of Service (LOS) gpd	Demand	*Notes/Units*
3	93,129	*see calculation below	519 GPD	*(Test Figure x LOS per unit) / 1.0 mgd)*
4	**Total Proposed Sewer Demand**		0.000	*Total Demand mgd (Lines 2 + 3)*
5	**Remaining Capacity**		0.000	*Remaining permitted capacity mgd (Lines 1 - 4)*

CALCULATIONS PER FAC 62-6.008 FOR 567 TOTAL STORAGE UNITS AND 900 SF OFFICE.
1 GPD/UNIT *200 UNITS + 0.5 GPD/UNIT * 367 UNITS = 384 GPD
15 GPD/100 SF OFFICE * 900 SF OFFICE = 135 GPD
TOTAL = 519 GPD WATER DEMAND

Facility Capacity Impact Assessment - Worksheet 4 of 5
County-wide Solid Waste Facilities

NOTE: *Residential unit count serves as an estimate for both residential and non-residential solid waste disposal demand. A calculation based on non-residential square feet alone is not required to complete the application.*

Applicant Name	Project Name
NUVO DEVELOPMENT PARTNERS, LLC	ATLANTIC DRIVE SELF STORAGE

Residential Test Figure (WorkSheet 1)	Multiply	Persons per Household	Equals	Calculated Residential Population
0	x	2.6	=	0

FACILITY	*Items*	*Entries*	*Notes/Units*
Landfill	***NOTE:*** *A Level of Service (LOS) of 4.3 lb/capita/day, when applied to new residential units, captures both the residential waste component and the non-residential component associated with increased growth that is disposed of daily at the landfill. The remaining landfill capacity as of 2013 is: 20,202,000 tons.**		
1	Calculated Residential Population *(from above)*	0	*Persons*
2	Adopted LOS pounds per person per day	4.3	*Lb/cap/day*
3	Proposed Annual Landfill Demand	0.0	*Tons (Lines 1 x 2 x 365)/2000*

Transfer Station	***NOTE:*** *A Level of Service (LOS) of 4.0 lb/capita/day, when applied to new residential units, captures both the residential waste component and the non-residential component associated with increased growth that is processed daily through the transfer station. The transfer station capacity as of 2013 is: 2500 tons/day.**		
1	Calculated Residential Population *(from above)*	0	*Persons*
2	Adopted LOS pounds per person per day	4.0	*Lb/cap/day*
3	Proposed Daily Transfer Station Demand	0.000	*Tons (Lines 1 x 2)/2000*

** Based on information provided by the Seminole County Solid Waste Management Division in 2013. The County's remaining Landfill capacity and Transfer Station processing capacity is projected to be sufficient throught 2060 and 2050 respectively at current growth rates and therefore the calculation of a deduction from the remaining capacity of either is unnecessary. The projection is redone with each Evaluation and Appraisal Report.*

Facility Capacity Impact Assessment - Worksheet 5 of 5

County-wide Recreation and Open Space Facilities

NOTE: *A calculation based on non-residential square feet alone is not required to complete the application.*

Applicant Name	Project Name
NUVO DEVELOPMENT PARTNERS, LLC	ATLANTIC DRIVE SELF STORAGE

Residential Test Figure	Multiply	Persons per Household	Equals	Calculated Residential Population
0	x	2.6	=	0

RECREATION	*Items*	*Entries*	*Notes/Units*
Total Acres	***NOTE:*** *Level of Service (LOS) for total developed and passive recreation lands is 3.6 acres per 1000 population equating to .0036 acres per person. Remaining acreage: 1,394**		
1	Calculated Residential Population *(from above)* :	0	*Persons*
2	Adopted LOS acres per person	3.6	*Acres/1000 Pop*
3	Proposed Total Acres Demand	0.000	*Acres (Lines 1 x 2)/1000*

Developed Acres			
	NOTE: *Level of Service (LOS) for developed recreation land is 1.8 acres per 1000 population equating to .0018 acres per person. Remaining Acreage: 178**		
1	Calculated Residential Population *(from above)* :	0	*Persons*
2	Adopted LOS acres per person	1.8	*Acres/1000 Pop*
3	Proposed Developed Acres Demand	0.000	*Acres (Lines 1 x 2)/1000*

** Based on 2010 adopted CIE Update. The County's remaining Total and Developed acreage is projected to be sufficient throught 2030 at current growth rates and therefore the calculation of a deduction from remaining capacity of either is unnecessary. The projection is redone with each Evaluation and Appraisal Report.*

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO A CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE M-1 (INDUSTRIAL) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled, Atlantic Drive Self Storage, dated May 9, 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 M-1(Industrial) to PD (Planned Development) pursuant to the provisions contained in Development Order #22- 20500019, attached to this Ordinance as Exhibit “A” and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT “B” FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of

County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon the latter of: (i) the recording date of the Development Order #22-20500019 in the Official Land Records of Seminole County; (ii) filing this Ordinance with the Department of State; or (iii) the companion Future Land Use Amendment Ordinance No. 2023-__ being deemed final in accordance with Florida Statutes Chapter 163, Part II.

ENACTED this 9th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

EXHIBIT "A"

DEVELOPMENT ORDER

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 9, 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: Ronald E. Kline Trust

Project Name: Atlantic Drive Self Storage

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.

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: Annie Sillaway, Senior Planner
1101 East First Street
Sanford, Florida 32771

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

A. Development must comply with the Master Development Plan attached as Exhibit (B).

B. Permitted Uses: Mini-Warehouse/Self Storage

C. Maximum Floor Area Ratio: 1.45

D. Maximum Building Height: Three (3) story, Forty-five (45) feet

E. Minimum Open Space: Twenty-Five (25) percent

F. Hours of Operation: Monday – Friday 9:00 a.m. – 6:00 p.m.
Saturday 9:00 a.m. to 5:00 p.m.

G. Building Setbacks:
Front (North): Fifty-seven (57) feet
Side (East): Thirty-one (31) feet
Side (West): Fifteen (15) feet
Rear (South): Thirteen (13) feet

H. Landscape Buffers:
North (facing Atlantic Avenue): Twelve (12) foot landscape buffer; 0.7 opacity and 3.65 plant units per 100 linear feet; and a five (5) foot tall decorative metal fence.
South: No buffer required
East (adjacent to US Hwy 17-92): Twenty-five (25) foot landscape buffer; 0.5 opacity and 2.70 plant units per 100 linear feet; and a five (5) foot tall decorative metal fence.
West: No buffer required

Buffer components will be established at Final Development Plan.

2

I. Outdoor storage of equipment and/or materials shall be prohibited.
J. The Developer is required to build the proposed building to the architectural renderings shown in Exhibit (C).
K. Exterior walls of the building shall be finished with natural materials such as wood, stone, and/or manufactured products such as brick, stucco, and architecturally decorative concrete block.
L. Parking shall be provided at the minimum rate of one (1) parking space per 10,000 square feet of self-storage area plus 1 space per two (2) employees.
M. The windows shown on the design renderings shall be either faux or mirrored windows above the first floor.
N. No structure shall have bays, canopies, or doors large enough for vehicles on any side facing a public road outside the development.
O. Foundation landscaping is to be provided along the front of the building outside the areas provided for loading and unloading.
P. The existing billboards will remain on site and the proposed ~~self storage~~ building will not block the view of the existing billboards.
Q. Parking lot landscaping shall comply with Sec. 30.1292 of the Seminole County Land Development Code.
R. Site lighting shall be fully shielded.
S. The property owner is required to maintain the landscape buffers around the north and east. If buffers are disturbed or destroyed supplemental landscaping will be planted to maintain consistency with the required buffers per the Development Order.
T. A minimum of eight (8) parking spaces shall be constructed using a permeable paver system.
U. The Property Owner will be required to clear natural vegetation and maintain the retention pond on site.
V. Tree planting in the pond shall be provided in addition to other landscape requirements as part of the Seminole County Buffer requirements.
W. One (1) electric vehicle charging station shall be placed on site to allow for two (2) parking spaces to charge.
X. The Applicant will be required to obtain a permit from the Florida Department of Health for the removal of the existing onsite sewage treatment system per ORB:10021 PG:1285 and will be required to obtained at the time of Final Engineering.
Y. The fourteen (14) foot utility easement that is existing will be vacated and relocated to the western portion of the subject site. The applicant is required to have the utility easement vacated through Seminole County before approval at Final Engineering.
Z. The Applicant will be providing amenities around the sodded dry pond, which will consist of a picnic table, gazebo, or other features acceptable to Seminole County.

AA. The Applicant will be required to provide landscape hedges to meet the screening requirement around the air conditioning units in accordance with Sec. 30.1294 of the Seminole County Land Development Code (SCLDC).

BB. The hedge material shall be a minimum of twenty-four (24) inches tall and spaced a maximum of thirty (30) inches on center. A minimum of 100 hedges planted shall be provided to shield the equipment.

CC. The off-street parking space shall be ten (10) by twenty (20) feet in size.

DD. The existing building and impervious coverage will require a building permit to demolish before construction.

EE. All project signage must comply with the Seminole County Land Development Code.

FF. The Developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

In the case of a conflict between the written conditions A through FF in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through FF will apply.

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court. However, in no case will this Order be effective prior to the effective date of the associated comprehensive plan amendment enacted in association with Atlantic Drive Self-Storage (as referenced in Exhibit A), on May 9, 2023.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Amy Lockhart, Chairman

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019

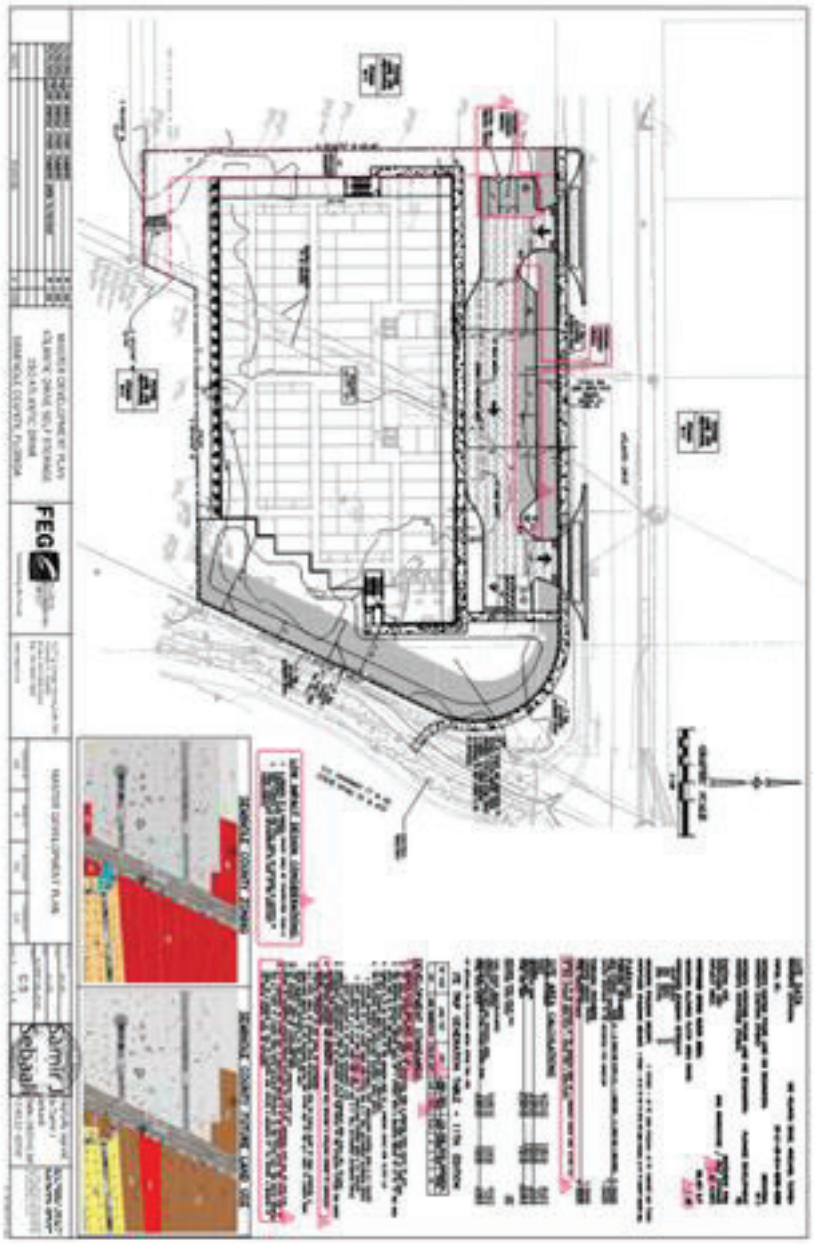
Exhibit A
Legal Description

LOTS 8, 9, AND 10, BLOCK B, SEMINOLE INDUSTRIAL PARK, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019

EXHIBIT B

Master Development Plan



7

FILE NO.: PZ2022-27 DEVELOPMENT ORDER #: 22-20500019

EXHIBIT C
Building Renderings



B

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019



9

FILE NO.: PZ2022-27 DEVELOPMENT ORDER # 22-20500019



10

Exhibit B
Legal Description

LOTS 8, 9, AND 10, BLOCK B, SEMINOLE INDUSTRIAL PARK, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Distributed via Email and City of Altamonte Springs Citizen Self Service (CSS) Portal

January 26, 2023

Sam Sebaali, PE
Florida Engineering Group, Inc.
5127 S Orange Ave Unit:200
Orlando, FL 32809

RE: Municipal Potable Water Service and Easement Abandonment

Proposed Development:	Self Storage Warehouse
Development Location:	150 Atlantic Drive, Maitland, FL 32751
Seminole County Parcel No:	19-21-30-514-0B00-0080
Application No.:	ULTR-0264-2022

Dear Mr. Sebaali:

This letter is written to address the request made by your firm at the City of Altamonte Springs Development Review Committee ("DRC") Pre-Application meeting on January 18, 2023 regarding the provision of municipal potable water service to the above referenced property.

Although the proposed project is located outside the municipal boundaries of the City of Altamonte Springs, water service is currently provided to the property by the City. With the proposed redevelopment, it has been requested that Seminole County serve both water and sewer to the site.

While the City has no-objection to the County providing unified service (potable water, fire protection, and sanitary sewer), an existing City owned 6-inch water main is located in a public utility easement on the project site, which is proposed for abandonment with the site redevelopment. The City's approval of the abandonment will be conditioned on the following items:

1) **Supplemental Utility Plan Submittal and Review**: Engineering plans for the relocation of the existing water main shall be submitted to the City for review and approval as a condition of the easement abandonment. The proposed main relocation will be reviewed to ensure consistency with the City Land Development Code and City Ordinances pertaining to City utility design requirements.

2) **Easement Abandonment**: The developer will follow the County's easement abandonment process as required, however prior to the City's concurrence of the abandonment, all project milestones for the water main relocation must be met (including but not limited to; the installation of the relocated water main, passing site inspections and FDEP clearance of the relocated main, and proper removal of the abandoned utility lines).

3) **Agency Permits**: The developer is responsible for obtaining, through the services of a Florida Registered Professional Engineer, the necessary permits or letters of exemption from the Florida Department of Environmental Protection, and any other applicable regulatory agencies, for the construction of the water main relocation.

4) **Site Improvement Permit and Pre-construction Conference**: The owner/developer will be responsible for obtaining the required City Site Improvement Permit for the proposed water main relocation. In addition, a pre-construction conference with the City, limited to City utility issues, is required.

   Note: The cost of the City's permit fees will be based on the engineer's estimate of all work associated with utility construction activities.

5) **Project Closeout:** The developer must fully comply with the City's project closeout procedures as defined in Section 16.6 and 16.7 of the City's Land Development Code prior to receiving final approval and clearance of the relocated water main. Additionally, and more specifically, a utility easement, bill of sale, and maintenance bond will be required from the developer prior to the City's approval the final FDEP clearance and easement abandonment concurrence.

Should you have any questions or need additional information, please do not hesitate to contact Janelle (Kusiolek) Mack, Utilities Coordinator, directly at (407) 571-8344 or via email at jkusiolek@altamonte.org.

Sincerely,



Bruce Doig, PE
Division Director of Engineering/City Engineer

cc: Jason Burton, Director of Growth Management
Cathleen Craft, Deputy Director of Growth Management
Dean S. Fathelbab, Development Services Manager, Growth Management
Janelle (Kusiolek) Mack, Utilities Coordinator, Public Works & Utilities
Daniel Buckland, Public Works & Utilities Development Manager

FLORIDA ENGINEERING GROUP
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

2302 Parklake Drive, Suite 134
Atlanta, GA 30345
Phone: 1-877-857-1581
Fax: 1-877-857-1582

NORTH BUFFER JUSTIFICATION STATEMENT

ATLANTIC DRIVE SELF STORAGE - SSFLUA AND PD REZONE AND MDP
PROJECT NO. 22-20500019
FEG PROJECT NO. 21-181

A reduction in buffer width from 25 Ft. to 12 Ft. is being requested for the north buffer adjacent to Atlantic Drive. The reduction in buffer width is necessitated to allow the infill re-development of the site given various site design restrictions and is justified as follows:

1. The proposed 12 Ft. buffer provides significantly more buffering than the existing conditions. In the existing conditions, there is no buffering provided adjacent to Atlantic Drive, and the parking for the existing development is located partially within the R.O.W. of Atlantic Drive.

2. An additional 10 Ft. wide landscape area is provided adjacent to the building outside the loading zone area.

3. To mitigate the reduction in the required buffer width, an increase in opacity from the required 0.5 to 0.7 and an increase in the planting units from the required 2.7 plant units per 100 L.F. to 3.65 plan units per 100 L.F. are proposed.

Sincerely,
Florida Engineering Group, Inc.

Sam J. Sebaali, P.E., LEED®AP
President





FLORIDA ENGINEERING GROUP
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

Engineering the Future

Parking Justification Study

ATLANTIC DRIVE SELF STORAGE

150 ATLANTIC DRIVE, MAITLAND

SEMINOLE COUNTY, FLORIDA

Samir J Sebaali

Digitally signed by Samir J Sebaali
Date: 2023.02.08 15:03:10 -05'00'

Prepared for Nuvo Development Partners, LLC
February 8, 2023

Sam J. Sebaali, P.E. 42075
Florida Engineering Group, Inc.
Certificate No. EB-0006595

Contents

Contents 2

A. Project Site Location 3

B. Project Description 3

C. Purpose of the Study 3

D. Methodology 3

E. Traffic Generation and Parking Needs Assessment 3

F. Review of Similar Developments 5

E. Conclusion and Recommendations 5

Appendix A – Site Location Map 7

Appendix B – Site Plan 8

Appendix C – ITE Land Use Description and Time of Day Distribution 9

Appendix D – ITE Data Plot and Equation for Trip Generation 10

Appendix E - Weekday and Saturday Peak Period Parking Demand 11

Appendix F - Site Plans for Similar Developments 12

A. Project Site Location

The project site is located at 150 Atlantic Drive, which is at the southwest corner of the intersection of Atlantic Drive and U.S. Highway 17-92 in Seminole County, Florida.

The site is in Section 19, Township 21S, and Range 30E and has a parcel ID No. 19-21-30-514-0B00-0080. A Site Location Map is provided in **Appendix A** of this report.

B. Development Description

The project site is approximately 1.42 acres. The site is proposed to be developed for an 89,481 S.F. of Mini- Warehouse/Self-Storage building with related parking and other related site infrastructure. Ten (10) parking spaces are proposed to serve the proposed project. A Site Plan is presented in **Appendix B** of this report.

C. Purpose of the Study

This study is intended to evaluate the anticipated parking demand for the proposed development and provide justification for the number of off-street parking, which is being proposed to serve the proposed development. Specifically, Seminole County Code requires one (1) parking space for each one thousand (1,000) square feet of building plus one (1) space for each two (2) employees on the largest shift for Warehouse. The code does not distinguish between "Mini-Warehouse/Self-Storage" use (ITE Code 151) and "Warehousing" use (ITE Code 150).

As such, the total number of parking spaces required by the code for this project would be 91 parking spaces based on the proposed building size of 89,481 S.F. and a maximum of two (2) employees on the largest shift. This required number of parking spaces is not, however, supported by actual parking needs for self-storage facilities based on 1.) review of similar facilities including facilities, which we have designed, facilities completed by the applicant, and facilities completed by other users in various jurisdictions; and 2.) review of published technical data.

D. Methodology

To evaluate the parking needs for the proposed self-storage development, FEG has reviewed trip generation and parking generation using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th. Edition and ITE *Parking Generation*, 5th. Edition, respectively. In addition, FEG has reviewed parking requirements for three (3) similar developments in other neighboring local jurisdictions including City of Orlando, Orange County, and City of Ocoee. All these projects have been completed by FEG. One (1) of them is currently under construction and two (2) of them have been operational for numerous years without any parking concerns or problems.

E. Traffic Generation and Parking Needs Assessment

Trip generation and parking generation using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th. Edition* and ITE *Parking Generation, 5th. Edition* are being presented below for the proposed self-storage development. The self-storage use falls under ITE under Land Use Code 151 (Mini-Warehouse). Per the ITE *Parking Generation, 5th. Edition*, "a mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities.

Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point." This Land Use description along with the Time-of-Day Distribution for Parking Demand is included **in Appendix C.**

1. TRIP GENERATION

The trip generation for the proposed project has been calculated using the *ITE Trip Generation Manual*, *11th. Edition*. **Table 1** below provides a summary of the average daily and P.M. Peak Hour trips anticipated from the project.

Table 1 – ITE Trip Generation Summary – 11th. Edition

ITE Code	Land Use	Size	Daily Trips		P.M. Peak Hour of Generator			
			Rate	Trips	Rate	Enter	Exit	Total
151	Mini-Warehouse	89.48 KSF	1.45	130	0.18	8	8	16

As can be seen from the table above, the average daily trips total 130 with 65 entering and 65 exiting for the entire day. During the P.M. Peak Hour of Generator, it is estimated that a maximum of 8 vehicles would enter the site and 8 vehicles would exit the site. Based on the *ITE Trip Generation Manual*, *11th. Edition*, the same number of vehicles would enter and exit the site during the A.M. Peak Hour of Generator as the P.M. Peak Hour of Generator.

Although the trip generation does not necessarily provide the parking requirements, the number of vehicles entering the site during the Peak Hour of Generator gives an order of magnitude of the parking needs for the project. **Appendix D** provides Data Plot and Equation charts for the average daily, P.M. Peak Hour of Generator, and A.M. peak Hour of Generator.

2. PARKING GENERATION

The parking generation for the proposed development has been calculated using the *ITE Parking Generation Manual, 5th. Edition*. For each land use defined in this publication, empirical parking data that has been collected on sites throughout the country is compiled to develop rates and/or equations to estimate parking demand at similar sites. **Table 2** below provides the Peak Parking Demand anticipated for the project. We have evaluated both the Weekday and Saturday demands, since this use can generate peak demands during weekdays and on Saturday.

Table 2 – ITE Parking Generation Summary – 5th. Edition

ITE Code	Land Use	Size (KSF)	Peak Parking Demand (Weekday)	Peak Period of Parking Demand (Weekday)	Peak Parking Demand (Saturday)	Peak Period of Parking Demand (Saturday)
151	Mini-Warehouse	89.48	9	4:00 – 6:00 P.M.	9	1:00 – 5:00 P.M.

As can be seen from the table above, the peak parking demand for the proposed development would be 9 parking spaces during weekdays and 9 parking spaces on Saturday. **Appendix E** provides charts for the Weekday and Saturday Peak Period Parking Demand based on the *ITE Parking Generation Manual, 5th. Edition*.

F. Review of Similar Developments

FEG has reviewed parking requirements for three (3) similar developments in other neighboring local jurisdictions including City of Orlando, Orange County, and City of Ocoee. All these projects have been completed by FEG. One (1) of them is currently under construction and two (2) of them have been operational for numerous years without any parking concerns or problems. **Table 3** below provides a summary of these requirements.

Table 3 – Summary of Parking Requirements for Similar Self-Storage Projects in Neighboring Jurisdictions

Project Location	Building GFA (S.F.)	Required Parking	Provided Parking	Jurisdiction	Status
1600 Sun Life Path	90,625	6	7	Orange County	In operation since 2017
3820 S. Orange Avenue	99,123	3	6	City of Orlando	In operation since 2018
Tomyn Boulevard	103,788	10	13	City of Ocoee	Under Construction

Avg. Required Parking for above listed Similar Projects: 19 Spaces/293,536 S.F. = 0.0647 spaces per 1000 S.F. or approximately 1 space per approximately 15,000 S.F. Based on the average required parking for the above listed similar projects, the proposed development would require 6 parking spaces.

Avg. Provided Parking for above Listed Similar Projects: 26 spaces/293,536 S.F. = 0.0886 spaces per 1000 S.F. or approximately 1 space per 11,300 S.F. Based on the average parking provided for the above listed similar projects, the proposed development would require 8 parking spaces.

Appendix F provides copies of the approved site plan for each of the above listed developments.

E. Conclusion and Recommendations

The proposed development consists of a self-storage facility with a total gross floor area of 89,481 square feet. Based on our review of *ITE Trip Generation Manual*, *11th. Edition* and *ITE Parking Generation, 5th. Edition; and* review of parking requirements for similar developments in other neighboring local jurisdictions, we offer the following conclusions and recommendations:

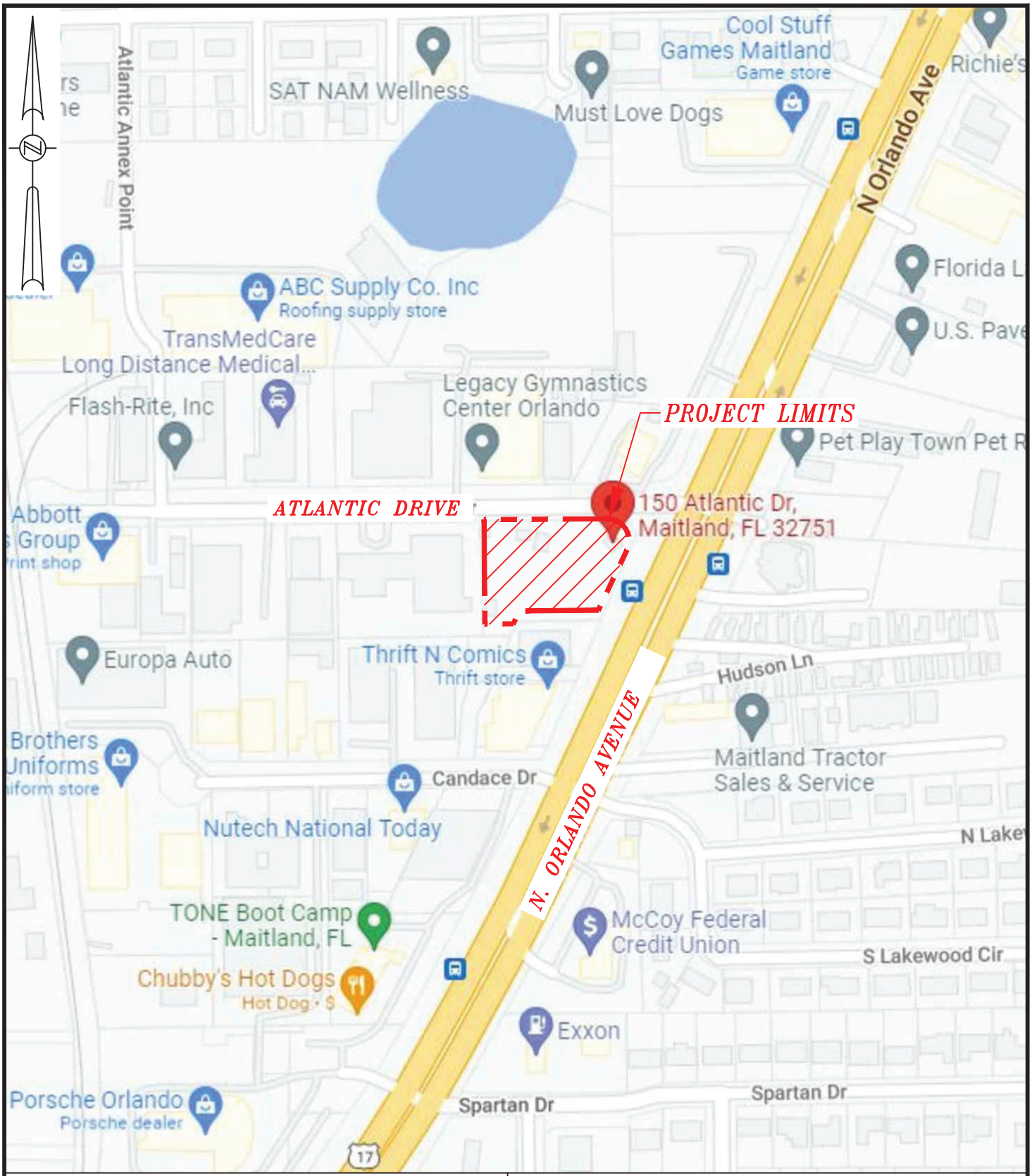
1. The proposed project will generate a total of eight trips in the weekday morning peak hour and eight trips in the weekday evening peak hour per the *ITE Trip Generation Manual, 11th. Edition*.
2. The peak period parking demand occurs on weekdays in the afternoon between the hours of 4:00 and 6:00 PM and on Saturday between the hours of 1:00 and 5:00 PM, and a maximum of 9 parking spaces would be required for the proposed development per the *ITE Parking Generation, 5th. Edition.*

3. Based on review of similar developments in neighboring jurisdictions, 6 parking spaces would be required for the proposed development.
4. Based on review of similar projects in neighboring jurisdictions, an average of 8 parking spaces were provided for similar developments.

As part of the permitting for the proposed development, the following computation was used to determine the parking needs for the project: *1 parking space per 10,000 S.F. plus 1 parking space for each 2 employees*. Based on this computation, a total of 10 parking spaces would be required, and a total of 10 parking spaces are proposed for the development.

The proposed 10 parking spaces exceeds the number of parking spaces (i.e.; 9 parking spaces), which would be required per the *ITE Parking Generation, 5th. Edition.* This number also significantly exceeds the average parking (i.e.; 6 parking spaces), which would be required based on review of parking requirements for three (3) neighboring jurisdictions. As such, it is our opinion and conclusion that 10 parking spaces for the proposed development would be more than adequate to meet the parking needs for the proposed development.

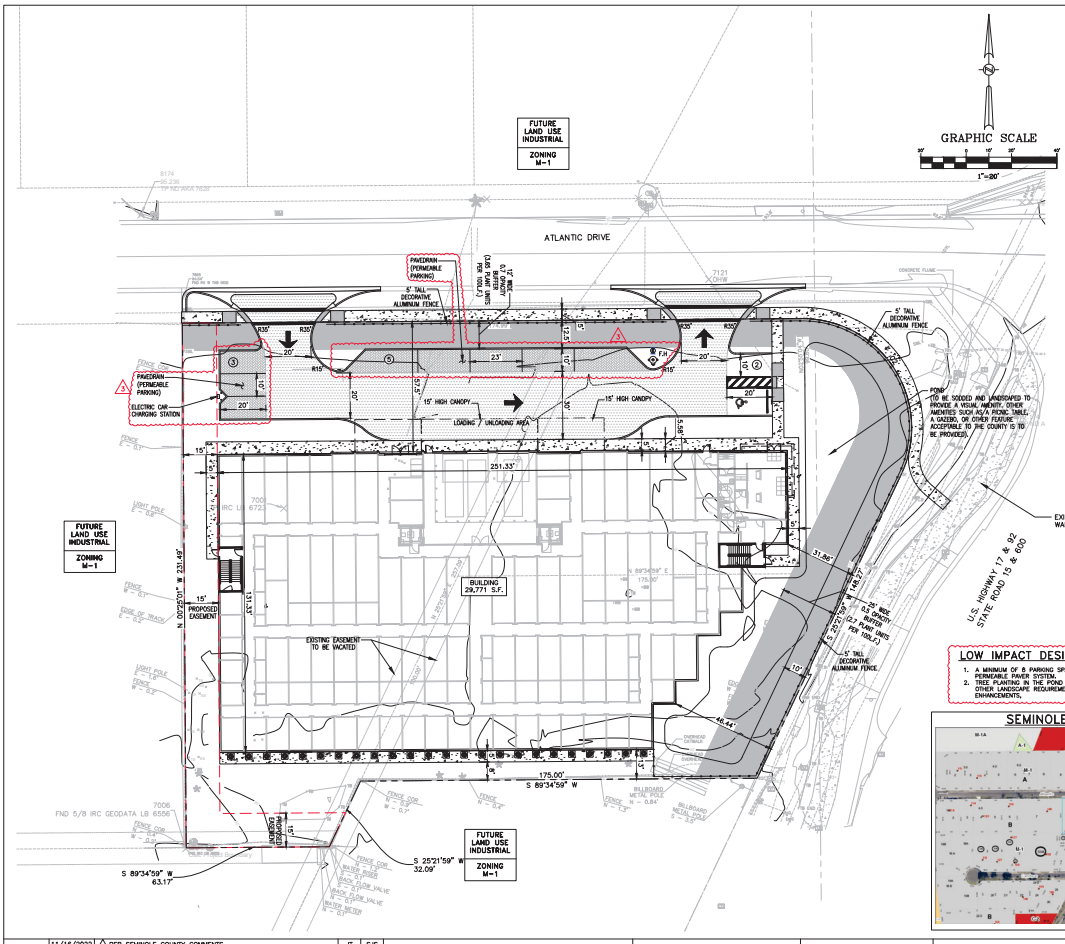
Appendix A – Site Location Map



PROJECT NAME: ATLANTIC DRIVE SELF STORAGE 150 ATLANTIC DRIVE, MAITLAND, FL	**SITE LOCATION MAP (GOOGLE MAPS)**
CLIENT: NUVO DEVELOPMENT PARTNERS, LLC	
S. T. R. S19, T21E, R30S / **F.E.G. PROJECT NO.:** 21-181	
DATE: JANUARY 16, 2023 / **SCALE:** 1" = 300'	

FEG FLORIDA ENGINEERING GROUP
Engineering the Future
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
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Appendix B – Site Plan



GRAPHIC SCALE
30' 0 15' 30' 45'
1"=20'

SITE DATA

PROPERTY LOCATION: 150 ATLANTIC DRIVE, MAITLAND, FLORIDA

PARCEL I.D.: 19-21-30-514-0B00-0080

PROPERTY EXISTING FUTURE LAND USE DESIGNATION: INDUSTRIAL
PROPERTY EXISTING ZONING: M-1

PROPERTY PROPOSED FUTURE LAND USE DESIGNATION: PLANNED DEVELOPMENT
PROPERTY PROPOSED ZONING: PD

EXISTING USE: AMUSEMENT PARK
PROPOSED USE: MINI WAREHOUSE / SELF STORAGE
PROJECT AREA: 1.42 ACRES

PROPOSED GROSS FLOOR AREA: 29,481 S.F.

MAXIMUM ALLOWED FLOOR AREA RATIO: 1.45

PROPOSED BUILDING SETBACKS
FRONT (NORTH) 25'
SIDE (EAST) 31'
SIDE (WEST) 15'
REAR (SOUTH) 15'

MAXIMUM BUILDING HEIGHT: 3 STORIES – 40 FT. MAIN BUILDING; 45 FT. PARAPET AND TOWER.
PROPOSED BUILDING HEIGHT: 3 STORIES – 40 FT. TO TOP OF ROOF FOR MAIN BUILDING; 45 FT. TO HIGHEST PARAPET WALL.

PARKING

PARKING REQUIRED
SELF STORAGE 29,481 S.F. x (1 SPACE PER 10,000 S.F.) + 2 EMPLOYEES x (1 SPACE PER 2 EMPLOYEES) 10 SPACES
TOTAL PARKING REQUIRED 10 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP 1 SPACES

PARKING PROVIDED
STANDARD PARKING SPACES 9 SPACES
HANDICAP PARKING 1 SPACES
TOTAL PARKING PROVIDED 10 SPACES

PARKING IS TO BE PROVIDED AT THE MINIMUM RATE OF 1 PARKING SPACE PER 10,000 S.F. OF SELF STORAGE AREA PLUS 1 SPACE PER 2 EMPLOYEES.

SITE AREA CALCULATIONS

BUILDING FOOTPRINT	29,771 S.F.	0.683 AC.	48.28 %
PAVING	9,037 S.F.	0.207 AC.	14.65 %
SIDEWALK	3,163 S.F.	0.074 AC.	5.13 %
IMPERVIOUS AREA	41,971 S.F.	0.964 AC.	68.06 %
PERVIOUS AREA	19,696 S.F.	0.452 AC.	31.94 %
TOTAL SITE AREA	61,667 S.F.	1.42 AC.	100.00 %
REQUIRED OPEN SPACE (PD)			25%
PROPOSED OPEN SPACE			31%
OPEN SPACE (REDEVELOPMENT)			
LANDSCAPE BUFFERS:	12,696 S.F.	0.29 AC.	20.59 %
INTERIOR LANDSCAPE AND PERVIOUS AREA:	4,570 S.F.	0.10 AC.	7.41 %
LANDSCAPED STORMWATER POND OUTSIDE BUFFER ZONE:	2,428 S.F.	0.06 AC.	3.94 %
TOTAL OPEN SPACES	19,694 S.F.	0.45 AC.	31.94 %

NO WETLANDS OR FLOODPLAIN AREAS WITHIN THIS SITE

ITE TRIP GENERATION TABLE – 11TH. EDITION

ITE CODE	LAND USE	SIZE	DAILY TRIPS RATE	DAILY TRIPS	P.M. PEAK HOUR GENERATION RATE	ENTER	EXIT	TOTAL
151	MINI WAREHOUSE	29.48 KSF	1.45	(30)	0.14	6	7	13

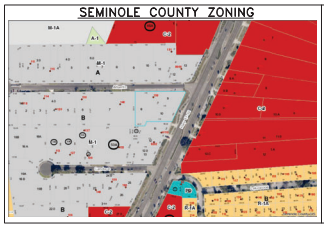
DEVELOPMENT STANDARDS:

1. MAXIMUM FLOOR AREA RATIO (FAR) 1.45.
2. THE SELF STORAGE PROJECT SHALL BE DEVELOPED WITH A MINIMUM OPEN SPACE OF 25%.
3. ALL PARKING SPACES SHALL HAVE A MINIMUM DIMENSION OF 10 FEET WIDE BY 20 FEET DEEP.
4. THE MAXIMUM BUILDING HEIGHT SHALL BE 3 STORIES WITH A MAXIMUM HEIGHT OF 40 FT. TO THE MAIN ROOF AND 45 FT. TO THE PARAPET.
5. PARKING IS TO BE PROVIDED AT THE MINIMUM RATE OF 1 PARKING SPACE PER 10,000 S.F. OF SELF STORAGE AREA PLUS 1 SPACE PER 2 EMPLOYEES.
6. THE FOLLOWING MINIMUM LANDSCAPE BUFFERS SHALL APPLY:
   a. NORTH (ADJACENT TO ATLANTIC BOULEVARD): 12FT. LANDSCAPE BUFFER WITH A 0.7 OPACITY CONSISTING OF 3.65 PLANT UNITS PER 100LF AND A 5' TALL DECORATIVE ALUMINUM FENCE.
   b. EAST (ADJACENT TO US HWY 17-92): 15 FT. LANDSCAPE BUFFER WITH A 0.5 OPACITY CONSISTING OF 2.7 PLANT UNITS PER 100LF AND A 5' TALL DECORATIVE ALUMINUM FENCE.
   c. WEST (ADJACENT TO M1 ZONED PROPERTY): N/A.
7. PARKING LOT LANDSCAPING IS TO BE PROVIDED IN ACCORDANCE WITH SCLDC SEC. 30.1292.
8. FOUNDATION LANDSCAPING IS TO BE PROVIDED ALONG THE FRONT OF THE BUILDING OUTSIDE THE AREAS PROVIDED FOR LOADING AND UNLOADING.
9. THE EXISTING BUILDING AND IMPERVIOUS COVERAGE WILL REQUIRE A BUILDING PERMIT TO DEMOLISH BEFORE CONSTRUCTION.
10. OUTDOOR STORAGE ON SITE SHALL BE PROHIBITED.
11. A/C UNITS SHALL BE SHIELDED FROM RESIDENTIAL VIEW OR PUBLIC RIGHT OF WAYS. HOWEVER, A LANDSCAPE HEDGE IS TO BE PROVIDED ALONG THE SOUTH SIDE OF THE A/C UNITS TO SCREEN THEM FROM ADJACENT PROPERTY ON THE SOUTH SIDE.
12. SITE LIGHTING SHALL BE FULLY SHIELDED.
13. ALL SIGNAGE SHALL BE CONSISTENT WITH SEMINOLE COUNTY LDC.
14. HOURS OF OPERATION: MONDAY–FRIDAY: 9:00 A.M. TO 6:00 P.M., SATURDAY: 9:00 A.M. TO 5:00 P.M.
15. A/C SCREENING ON SOUTH SIDE: A LANDSCAPE HEDGE IS TO BE PROVIDED ALONG THE SOUTH SIDE OF THE A/C UNITS TO SCREEN THEM FROM ADJACENT PROPERTY ON THE SOUTH SIDE. THE HEDGE MATERIAL SHALL BE A MINIMUM 24" TALL AT PLANTING AND SPACED A MAXIMUM 30" ON CENTER. A MINIMUM OF 100 HEDGE PLANTS SHALL BE PROVIDED.

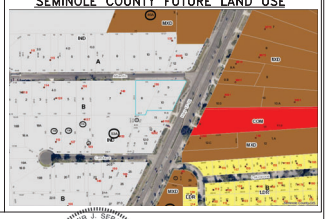
LOW IMPACT DESIGN CONSIDERATIONS:

1. A MINIMUM OF 8 PARKING SPACES SHALL BE CONSTRUCTED USING A PERMEABLE PAVER SYSTEM.
2. TREE PLANTING IN THE POND SHALL BE PROVIDED IN ADDITION TO OTHER LANDSCAPE REQUIREMENTS AS PART OF THE LANDSCAPE ENHANCEMENTS.

SEMINOLE COUNTY ZONING



SEMINOLE COUNTY FUTURE LAND USE



DATE	REVISIONS	BY	CHECKED
11/16/2022	1 PER SEMINOLE COUNTY COMMENTS	JT	SJS
12/28/2022	2 PER SEMINOLE COUNTY COMMENTS	JT	SJS
01/31/2023	3 PER SEMINOLE COUNTY COMMENTS DATED 01/18/2023	JT	SJS

MASTER DEVELOPMENT PLAN
ATLANTIC DRIVE SELF STORAGE
150 ATLANTIC DRIVE
SEMINOLE COUNTY, FLORIDA

FEG FLORIDA ENGINEERING GROUP
Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

MASTER DEVELOPMENT PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO. 21-181
SCALE 1"=20'
DATE AUGUST 26, 2022
SHEET NO. C-5
SHEET 5 OF 6

JOSEPH T. STEVENS
No 42075
STATE OF FLORIDA
REGISTERED ENGINEER

THIS ITEM, INCLUDING ANY BOUND SHEETS, WAS DIGITALLY/ELECTRONICALLY SIGNED AND SEALED BY KAM A. MOSHIRI P.E. ON AUGUST 26, 2022 USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

21-181_MasterPlan.dwg

Appendix C – ITE Land Use Description and Time of Day Distribution

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

	Percent of Peak Parking Demand	
Hour Beginning	Weekday	Saturday
12:00–4:00 a.m.	0	–
5:00 a.m.	0	–
6:00 a.m.	0	–
7:00 a.m.	0	–
8:00 a.m.	14	–
9:00 a.m.	71	–
10:00 a.m.	50	–
11:00 a.m.	79	–
12:00 p.m.	57	–
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	–
9:00 p.m.	0	–
10:00 p.m.	0	–
11:00 p.m.	0	–

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

Source Numbers

37, 314, 415, 556, 562

Appendix D – ITE Data Plot and Equation for Trip Generation

Mini-Warehouse
(151)

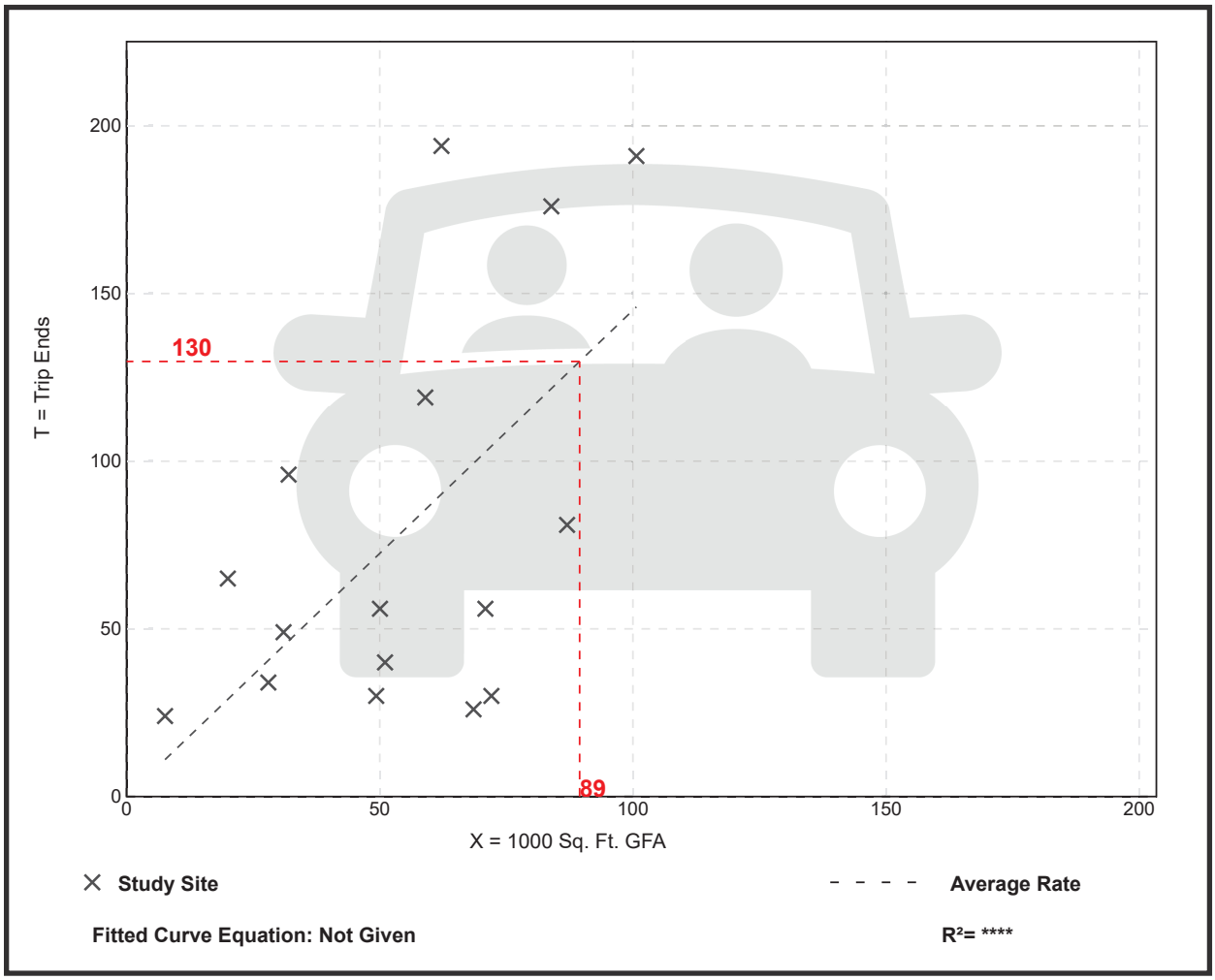
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



Trip Gen Manual, 11.1 Ed ● Institute of Transportation Engineers

Mini-Warehouse
(151)

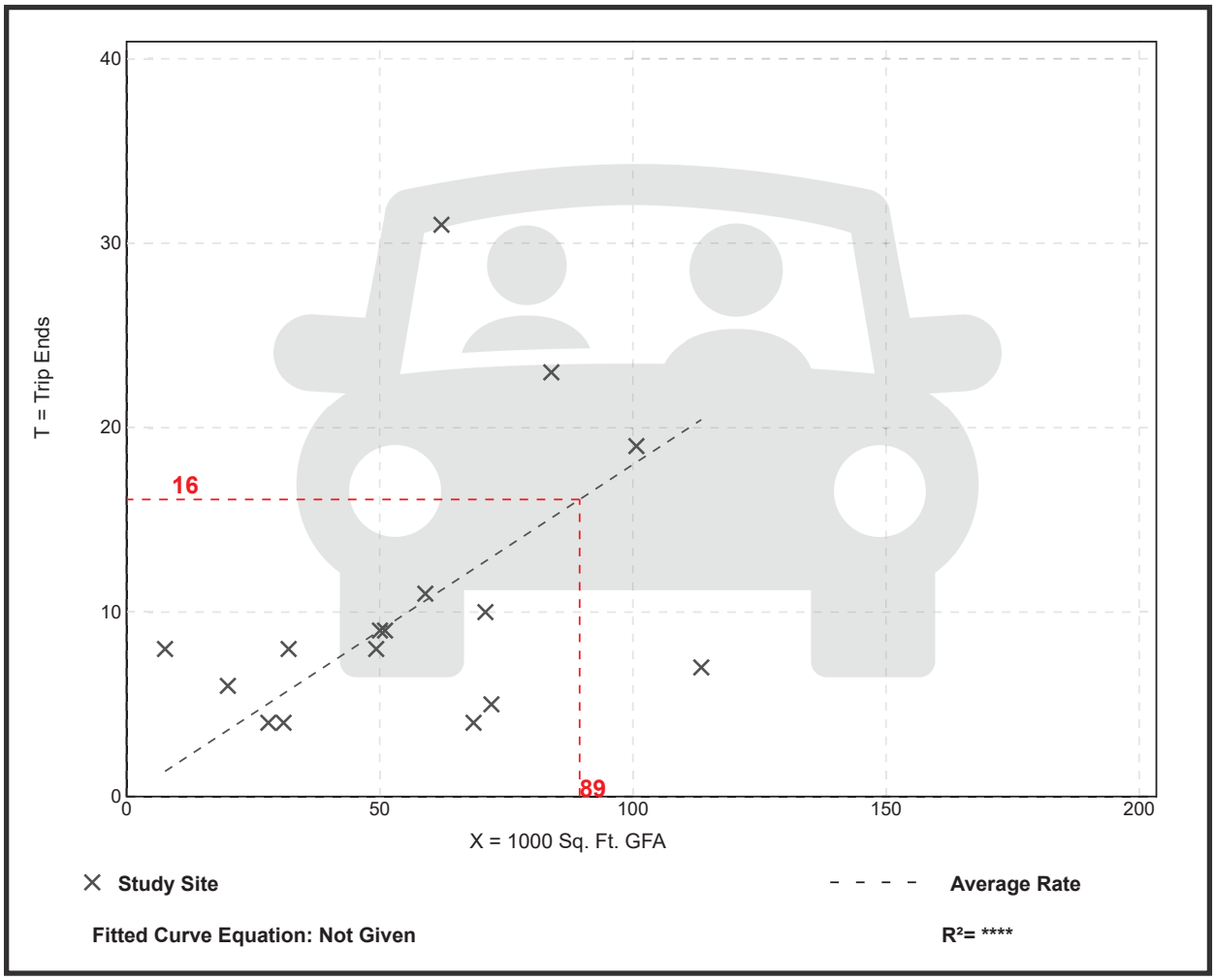
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 56
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.06 - 1.05	0.14

Data Plot and Equation



Trip Gen Manual, 11.1 Ed ● Institute of Transportation Engineers

Mini-Warehouse
(151)

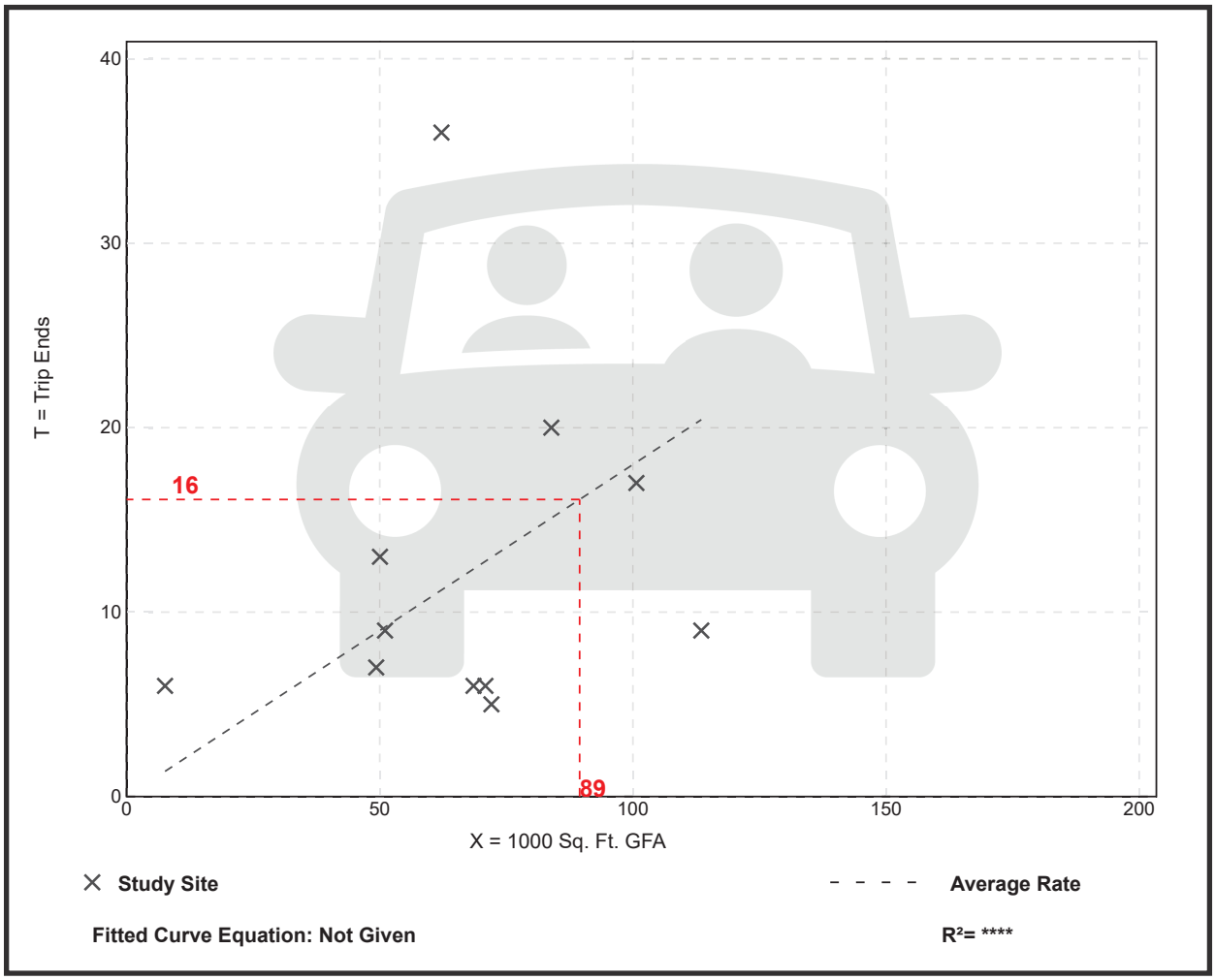
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AP Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 11
Avg 1000 Sq. Ft. GFA: 66
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.07 - 0.79	0.16

Data Plot and Equation



Trip Gen Manual, 11.1 Ed ● Institute of Transportation Engineers

Appendix E - Weekday and Saturday Peak Period Parking Demand

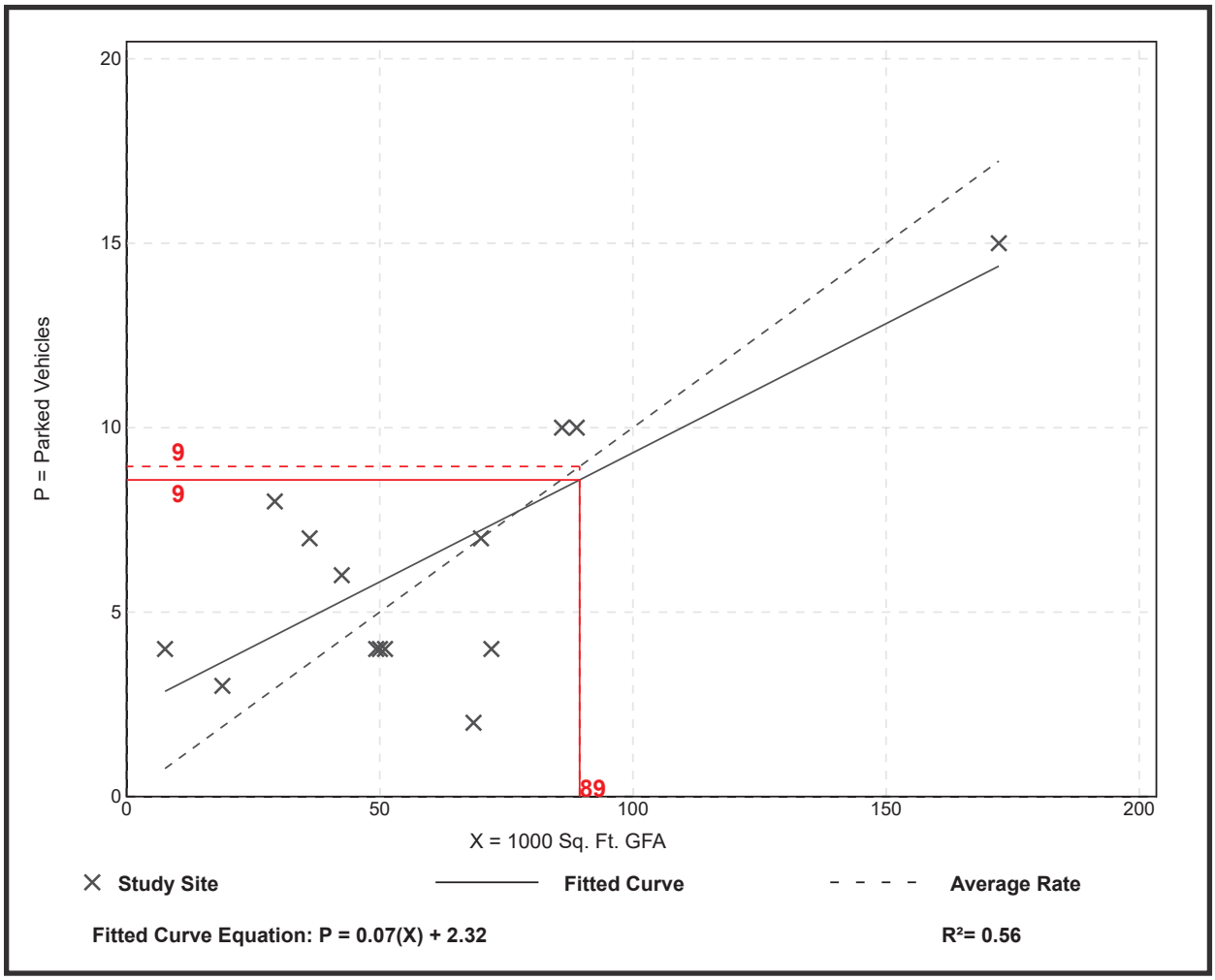
Mini-Warehouse
(151)

Peak Period Parking Demand vs: **1000 Sq. Ft. GFA**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban**
Peak Period of Parking Demand: **4:00 - 6:00 p.m.**
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 60

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.10	0.03 - 0.53	0.08 / 0.25	***	0.07 (70%)

Data Plot and Equation



Parking Generation Manual, 5th Edition ● Institute of Transportation Engineers

Mini-Warehouse
(151)

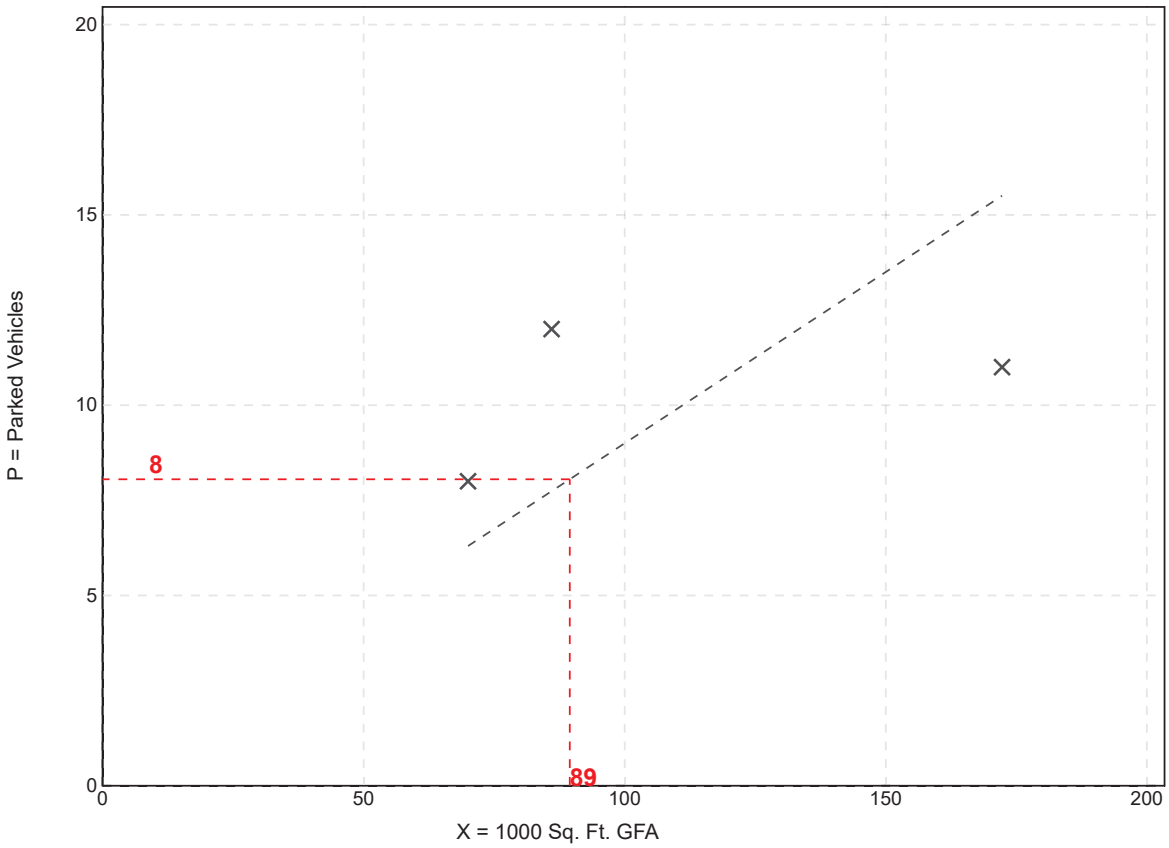
Peak Period Parking Demand vs: **1000 Sq. Ft. GFA**
On a: **Saturday**
Setting/Location: **General Urban/Suburban**
Peak Period of Parking Demand: **1:00 - 5:00 p.m.**
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 109

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.09	0.06 - 0.14	0.08 / 0.14	***	0.04 (44%)

Data Plot and Equation

Caution – Small Sample Size



Parking Generation Manual, 5th Edition ● Institute of Transportation Engineers

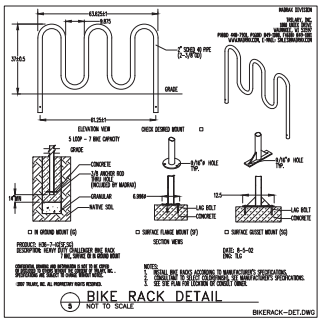
Appendix F - Site Plans for Similar Developments

SITE STRIPING & SIGNAGE KEYNOTES

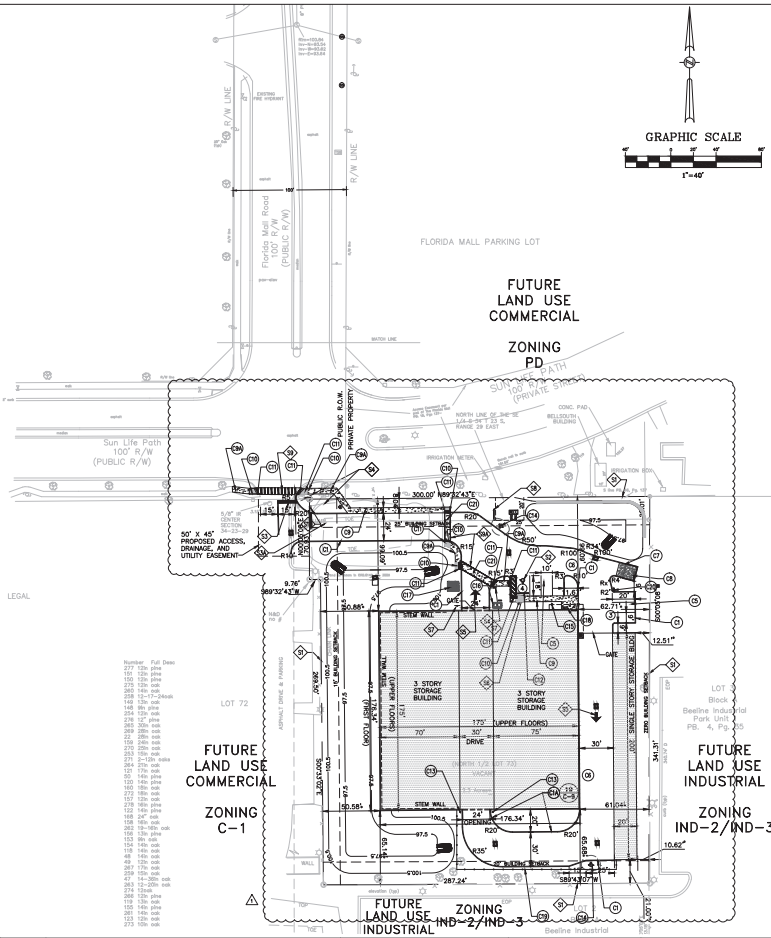
S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. 24" THERMOPLASTIC STOP BAR. (4' BEHIND CROSSWALK) WITH 15 LF 6" DOUBLE YELLOW (THERMOPLASTIC)
S3A. 24" THERMOPLASTIC STOP BAR. ⚠1
S4. R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
S5. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 17346, TYPICAL. (WHITE PAINT)
S6. HANDICAP SIGN.
S7. DO NOT ENTER SIGN.
S8. MONUMENT SIGN. (BY SEPARATE PERMIT) (MINIMUM 10' SETBACK) ⚠1
S9. 6" WIDE WHITE SPECIAL EMPHASIS CROSSWALK STRIPING (THERMOPLASTIC) PER FDOT # 17346
S9A. 5' WIDE WHITE STRIPING (PAINT) PER FDOT # 17346
S10. 6" WHITE THERMOPLASTIC EDGE LINE TO STRIPE DRIVEWAY 30' WIDE ⚠1

SITE CONSTRUCTION KEYNOTES

C1. 6" HEAD CURB, TYPICAL.
C1A. 6" FLUSH CURB, TYPICAL.
C2. F.D.O.T. TYPE "F" CURB & GUTTER PER INDEX No. 300, TYPICAL.
C3. F.D.O.T. 3' VALLEY GUTTER PER INDEX No. 300, TYPICAL.
C4. 3' CURB TRANSITION.
C5. ASPHALT PAVEMENT. LIGHT-DUTY IN PARKING SPACES.
C6. ASPHALT PAVEMENT. HEAVY-DUTY IN DRIVE AISLES.
C7. 6" CONCRETE PAVEMENT.
C8. 12'x10' DUMPSTER W/ 6' CONCRETE PAD & 6' HIGH BLOCK WALL ENCLOSURE ON 3 SIDES.
C9. MONOLITHIC CURB & SIDEWALK, TYPICAL (MINIMUM 5' WIDE) ⚠1
C9A. 5' SIDEWALK, TYPICAL.
C10. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
C11. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE, LATEST EDITION
C12. WHEELSTOP PER F.D.O.T. INDEX No. 300, TYPICAL.
C13. BOLLARD. 6" MIN. C.I.P.–D.I.P. OR STEEL, CONCRETE FILLED, & PAINTED OSHA YELLOW.
C14. FIRE HYDRANT ASSEMBLY, TYPICAL. DEVELOPER TO INSTALL TYPICAL FIRE HYDRANT ASSEMBLY PER O.U.C.'S WATER DETAIL SHEET.
C15. SANITARY CLEAN-OUT, TYPICAL.
C16. LIFT STATION.
C17. PROPOSED TRANSFORMER.
C18. INSTALL BIKE RACK ON CONCRETE PAD
C19. INSTALL 6' HIGH CHAIN LINK FENCE
C20. INSTALL KEY PAD/CARD READER
C21. CONSTRUCT PEDESTRIAN CROSSWALK OF CONTRASTING MATERIAL TO PAVEMENT. THIS CROSSING SHALL BE 6" THICK COLORED CONCRETE. ⚠1



BIKE RACK DETAIL
⑤ NOT TO SCALE



SITE DATA

PROPERTY LOCATION: 1600 SUN LIFE PATH, ORLANDO, FL 32809 ⚠1
PROPERTY ZONING: C-1
PROPERTY FUTURE LAND USE DESIGNATION: COMMERCIAL
EXISTING USE: VACANT
PROPOSED USE: COMMERCIAL
PROJECT AREA: 2.28± ACRES

PROPOSED GROSS FLOOR AREA: (3 STORY BLDG & 1 STORY BLDG)

THREE STORY BUILDING	86,625 S.F.
ONE STORY BUILDING	4,000 S.F.
TOTAL	90,625 S.F.
ALLOWABLE FLOOR AREA RATIO:	3.0
PROPOSED FLOOR AREA RATIO:	0.91

BUILDING SETBACKS (REQUIRED)

		BUILDING SETBACKS (PROPOSED)	
FRONT (NORTH)	25'	FRONT (NORTH)	99.09'
SIDE (EAST)	0'	SIDE (EAST)	10.7'
SIDE (WEST)	15'	SIDE (WEST)	50.6' ⚠1
REAR (SOUTH)	20'	REAR (SOUTH)	21.0'

MAXIMUM ALLOWABLE BUILDING HEIGHT 50'
BUILDING HEIGHT PROPOSED 45 ±
BUILDING CONSTRUCTION TYPE TYPE II-B

BUFFER YARDS (REQUIRED)

		BUFFER YARDS (PROPOSED)	
FRONT (NORTH)	7'	FRONT (NORTH)	23'
SIDE (EAST)	7'	SIDE (EAST)	12'
SIDE (WEST)	7'	SIDE (WEST)	50'
REAR (SOUTH)	7'	REAR (SOUTH)	50'

PARKING

PARKING REQUIRED

MINI-WAREHOUSES (OVER 200 UNITS)	6 SPACES
TOTAL PARKING REQUIRED	6 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP	1 SPACES

PARKING PROVIDED

STANDARD PARKING SPACES	6 SPACES
HANDICAP PARKING	1 SPACES
TOTAL PARKING PROVIDED	7 SPACES ⚠1

SITE AREA CALCULATIONS

BUILDING FOOTPRINT	35,094 ±S.F.		
PAVING	21,119 ±S.F.		
SIDEWALK	1,310 ±S.F.		
IMPERVIOUS AREA	57,525 ±S.F.	1.32 ±AC.	57.89 %
PERVIOUS AREA	41,694 ±S.F.	0.96 ±AC.	42.11 %
TOTAL SITE AREA	99,219 ±S.F.	2.28 ±AC.	100.00 % ⚠1

MAXIMUM IMPERVIOUS COVER ALLOWED 80 %
IMPERVIOUS COVER PROPOSED 58 %
MINIMUM OPEN SPACE REQUIRED 20 %
OPEN SPACE PROVIDED 42 %

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12095C0410F DATED: SEPTEMBER 25, 2009.

SOILS

44 – SMYRNA-SMYRNA, WET, FINE SAND
45 – SMYRNA-URBAN LAND COMPLEX

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH ARTICLE XVI OF CHAPTER 9.

COMMERCIAL DESIGN STANDARDS NOTE

THE PROJECT SHALL COMPLY WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN ARTICLE XVI OF CHAPTER 9.

DUMPSTER NOTE

THE DUMPSTER SHALL HAVE OPAQUE GATING AND THE WALL SHALL HAVE A DECORATIVE CONCRETE CAP. WALL SHALL BE ARCHITECTURALLY COMPATIBLE MATERIAL TO THE PRINCIPLE BUILDING.

SIGNAGE NOTE

BILLBOARDS & POLE SIGNS SHALL BE PROHIBITED. GROUND & FASCIA SIGNS SHALL BE PER CHAPTER 31.5.

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL. UNLESS NOTED OTHERWISE. EXCEPTION: RADII @ ISLANDS ARE TO FIT ISLAND WIDTHS, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE AISLES, TYPICAL.
3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF S89°32'43"W, UNLESS OTHERWISE INDICATED WITH A "~" OR BEARING.
4. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.

GATES

1. ALL ELECTRIC GATES SHALL BE EQUIPPED WITH SIREN OPERATED OPENERS WITH BATTERY BACKUP FOR EMERGENCY ACCESS AND AN APPROVED KEY SWITCH. ⚠1

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK			
1/05/2016	⚠1 REVISED PER ORANGE COUNTY COMMENTS DATED 12/13/2015.	WRH	WRH
11/6/2015	⚠1 REVISED PER ORANGE COUNTY COMMENTS DATED 10/30/2015.	KS	WRH
DATE	REVISIONS	BY	CHECKED

CONSTRUCTION PLANS
STORAGE FACILITY
1600 SUN LIFE PATH
ORLANDO, FLORIDA 32809

FEG FLORIDA ENGINEERING GROUP
Engineering the Future
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

SITE GEOMETRY PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	WRH	WRH

PROJECT NO. 15-052
SCALE 1"=40'
DATE SEPTEMBER 24, 2015
SHEET NO. C-5
SHEET 6 OF 17

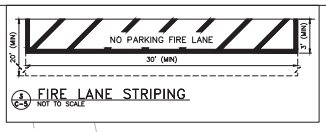
FLORIDA ENGINEERING GROUP, INC. CERTIFICATE No. EB4000595
WILLIAM R. HOCHENSMITH, P.E. LICENSE No. 39540
15-052_Plans.dwg

SITE STRIPING & SIGNAGE KEYNOTES

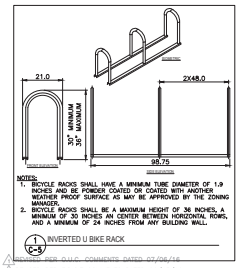
S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. HANDICAP SIGN.
S4. 24" THERMOPLASTIC STOP BAR.
S5. 30"X30" R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
S6. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 17346, TYPICAL.
S7. "DO NOT ENTER" SIGN.
S8. 30 FT. LONG 6" DOUBLE YELLOW STRIPING.
S9. CROSSWALK STRIPING.
S10. FIRE LANE STRIPING.

SITE CONSTRUCTION KEYNOTES

C1. 6" HEAD CURB, TYPICAL.
C2. F.D.O.T. TYPE "F" CURB & GUTTER PER INDER No. 300, TYPICAL.
C3. 3' VALLEY GUTTER.
C4. 3' CURB TRANSITION.
C5. ASPHALT PAVEMENT. LIGHT-DUTY IN PARKING SPACES.
C6A. ASPHALT PAVEMENT. HEAVY-DUTY IN DRIVE AISLES.
C6B. ASPHALT PAVEMENT WITHIN F.D.O.T. R.O.W.
C7. CONCRETE SIDEWALK, TYPICAL.
C8. MONOLITHIC CURB & SIDEWALK, TYPICAL.
C9. F.D.O.T. CURB CUT RAMPS PER INDEX No. 304, FOR HANDICAP ACCESS. ROADWAY @ ALL SIDEWALK CROSSINGS NOT TO EXCEED 2% CROSS SLOPE, TYPICAL.
C10. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE WHERE LENGTH IS LESS THAN 6 FT. AND A MAXIMUM 20:1 SLOPE WHEN LENGTH EXCEEDS 6FT.
C11. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2004.
C12. WHEELSTOP PER F.D.O.T. INDEX No. 300, TYPICAL.
C13. GATE SHALL BE PROVIDED WITH OPTICAL SENSOR (3M OPTICAL COMPATIBLE) FOR FIRE DEPARTMENT ACCESS.
C14. SEPTIC TANK AND DRAINFIELD SYSTEM.
C15. NOT USED.
C16. 6' HIGH BLACK VINYL COAT CHAIN LINK FENCE, MIN. 6 GAGE WITH TOP & BOTTOM RAILS.
C17. 6" THICK CONCRETE PAVEMENT.
C18. 24" DEEP CURB.
C19. 12'x10' INTERNAL MINIMUM CLEARANCE DUMPSTER WITH 6' CONCRETE PAD, 6' HIGH BLOCK WALL ENCLOSURE ON 3 SIDES AND OPAQUE DECORATIVE GATE.
C20. 4' HIGH STREET WALL (BY OTHERS).
C21. COLORED STAMPED ASPHALT PAVEMENT.
C22. BICYCLE RACK.
C23. PEDESTRIAN GATE.

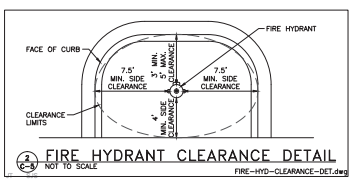


FIRE LANE STRIPING
NOT TO SCALE



NOTES:
1. BICYCLE RACKS SHALL HAVE A MINIMUM TUBE DIAMETER OF 1.9 INCHES AND BE POWDER COATED OR COATED WITH ANOTHER WEATHER PROOF SURFACE AS MAY BE APPROVED BY THE ZONING MANAGER.
2. BICYCLE RACKS SHALL BE A MAXIMUM HEIGHT OF 36 INCHES, A MINIMUM OF 30 INCHES AN CENTER BETWEEN HORIZONTAL ROWS, AND A MINIMUM OF 24 INCHES FROM ANY BUILDING WALL.

INVERTED U BIKE RACK
NOT TO SCALE



FIRE HYDRANT CLEARANCE DETAIL
NOT TO SCALE
FIRE-HYD-CLEARANCE-DET.dwg

M.O.T. & F.D.O.T. GENERAL NOTES

1. MAINTENANCE OF TRAFFIC (M.O.T.) REQUIRED TO WORK IMPACTING SR 527 SHALL BE PROVIDED BY CONTRACTOR PURSUANT TO F.D.O.T. INDEX No. 415 AND INDEX NO. 660. M.O.T. SETUP TO BE SUPERVISED BY A CERTIFIED PERSON.
2. ALL AREAS WITHIN THE R.O.W. AFFECTED BY UTILITY CONSTRUCTION SHALL BE RESTORED TO A CONDITION EQUAL OR BETTER THAN EXISTING CONDITION.
3. ALL DISTURBED DIRT AREAS ARE TO BE SODDED.
4. TEST RESULTS ARE REQUIRED TO BE SUBMITTED TO ENGINEER & F.D.O.T. UPON REQUEST.
5. CONTRACTOR SHALL NOTIFY F.D.O.T. OFFICE 48 HOURS PRIOR TO WORK IN THE F.D.O.T. R.O.W. OR LANE CLOSURE.
6. SIGNING & STRIPING SHALL BE PER F.D.O.T. INDEX 17346.
7. CONTRACTOR SHALL SUBMIT TO F.D.O.T. A COPY OF THEIR CERTIFICATE OF LIABILITY INSURANCE PRIOR TO START OF CONSTRUCTION IN F.D.O.T. R.O.W.
8. THE ENGINEERS CERTIFICATION ALONG WITH AS-BUILT PLANS MUST BE SUBMITTED TO F.D.O.T. WITHIN 30 DAYS OF COMPLETION OF PROJECT.
9. ALL WORKS WITHIN THE FDOT RIGHT-OF-WAY TO BE IN ACCORDANCE WITH LATEST EDITION OF F.D.O.T. DESIGN STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE.
10. ALL SIDEWALKS SHOULD CONFORM TO CURRENT ADA REQUIREMENTS.
11. PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, DURATION AND TRAFFIC CONTROL PLAN FOR THE PROPOSED CLOSURE OR OPERATION. THE REQUEST SHALL BE MADE TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK REQUIRING THE CLOSURE MAY BEGIN WITHIN THE FDOT RIGHT OF WAY. SUBMIT LANE CLOSURE REQUESTS THROUGH THE LANE CLOSURE INFORMATION SYSTEM (LCIS), FOUND AT THE FOLLOWING WEBSITE: HTTPS://LCIS.DOT.STATE.FL.US/
12. NO LANE CLOSURES ALLOWED SOUTHBOUND SR 527 BETWEEN 7 AM TO 9 PM.

SIGHT DISTANCE

DESIGN SPEED: 40 MPH
SIGHT DISTANCE: 500 FT.
*PER F.D.O.T. INDEX 546

SITE DATA

PROPERTY LOCATION:	3854 S. ORANGE AVE. ORLANDO, FL 32806
PROJECT AREA:	2.0± ACRE
EXISTING ZONING:	MU-1/SP
SPECIALLY PLANNED OVERLAY	ORANGE/ MICHIGAN SPECIAL OVERLAY
PROPERTY FUTURE LAND USE:	MIXED USE CORRIDOR HIGH INTESITY
EXISTING USE:	WAREHOUSE/ PACKING PLANT
PROPOSED USE:	STORAGE FACILITY/ RETAIL
ALLOWABLE FAR:	0.50
*PROPOSED FAR:	*0.45

* PER CITY OF ORLANDO CODE FIGURE 2D.LDC FOOTNOTE 31 FOR PERSONAL STORAGE FACILITIES IN THE MU-1 DISTRICT, THE FAR CALCULATION SHALL INCLUDE THE FIRST FLOOR ONLY.

PROPOSED BUILDING 1 GROSS FLOOR AREA (INCLUDING 1,100 S.F. RETAIL): 89,123 S.F.
PROPOSED BUILDING 2 GROSS FLOOR AREA: 10,000 S.F.

TOTAL PROPOSED BUILDING AREA FOR F.A.R. CALCULATION: (29,363 S.F. + 10,000 S.F.) 39,363 S.F.

BUILDING SETBACKS (REQUIRED)			BUILDING SETBACKS (PROPOSED)		
FRONT	(EAST)	0'(MIN.)/ 15'(MAX.)	FRONT	(EAST)	14.6'
SIDE	(NORTH)	0'	SIDE	(NORTH)	10'-1"
SIDE	(SOUTH)	0'	SIDE	(SOUTH)	60'
REAR	(WEST)	20'	REAR	(WEST)	34'

MAXIMUM ALLOWABLE BUILDING HEIGHT: 35' (3-STORIES); 75' CONDITIONAL
BUILDING HEIGHT PROPOSED: BUILDING 1: 3-STORIES < 35'; BUILDING 2: 1-STORY <35'

BUFFER YARDS

PROPOSED USE			INTENSITY CLASS	ABUTTING USE	INTENSITY REQUIRED CLASS	REQUIRED BUFFER	PROPOSED BUFFER
STORAGE FACILITY	FRONT	(EAST)	V	OFFICE	III	5'	5'
STORAGE FACILITY	SIDE	(NORTH)	V	STORAGE	V	NONE	10'-1"
STORAGE FACILITY	SIDE	(SOUTH)	V	VEHICLE REPAIR	VI	NONE	5'
STORAGE FACILITY	REAR	(WEST)	V	WAREHOUSE	V	NONE	8'

PARKING

PARKING REQUIRED

STORAGE FACILITY	(OFFICE 3 SPACES)	3 SPACES
RETAIL		3 SPACES
TOTAL PARKING REQUIRED		6 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		1 SPACES

* PER CITY OF ORLANDO CODE SECTION 58.774.1. THE FIRST 1,500 SQUARE FEET OF ADDITIONAL PRINCIPAL USE SHALL BE EXEMPT FROM THE MINIMUM AND MAXIMUM PARKING SPACE REQUIREMENTS.

PARKING PROVIDED

STANDARD PARKING SPACES	5 SPACES
HANDICAP PARKING	1 SPACES
TOTAL PARKING PROVIDED	6 SPACES
TOTAL BICYCLE SPACES PROVIDED	6 SPACES

SITE AREA CALCULATIONS

	(PROPOSED)		
BUILDING FOOTPRINT	39,363 S.F.		
PAVING	18,625 S.F.		
SIDEWALK	9,909 S.F.		
IMPERVIOUS AREA	58,388 S.F.	1.35 AC.	67.64 %
PERVIOUS AREA	28,163 S.F.	0.65 AC.	32.36 %
TOTAL SITE AREA	87,2991 S.F.	2.00 AC.	100.00 %

MAXIMUM IMPERVIOUS COVER ALLOWED: 85 %
IMPERVIOUS COVER PROPOSED: 68 %

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12095C0245F DATED: 09/25/2009

SOILS

96-URBAN LAND 7-CANDLER-URBAN LAND COMPLEX

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF ORLANDO LAND DEVELOPMENT CODE EXCEPT AS OTHERWISE APPROVED BY THIS CONDITIONAL USE PLAN.

SIGNAGE NOTE

SIGNAGE SHALL COMPLY WITH CITY OF ORLANDO LAND DEVELOPMENT CODE DESIGN STANDARDS EXCEPT AS OTHERWISE APPROVED BY THIS CONDITIONAL USE PLAN.

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE. EXCEPTION: RADII @ ISLANDS ARE TO FIT ISLAND WIDTHS, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
3. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
4. PARKING STRIPES SHALL BE 6" WHITE STRIPING.
5. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS SHALL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

NOTE:
ALL PLANT MATERIALS WITHIN SIGHT DISTANCE TRIANGLES SHALL BE MAINTAINED TO CREATE A CLEAR ZONE BETWEEN 2' AND 6' ABOVE GRADE.

DATE	REVISIONS	BY	CHECKED
07/15/16	REVISED PER O.U.C. COMMENTS DATED 07/08/16	SHP	SJS
08/11/16	REVISED PER F.D.O.T COMMENTS DATED 08/13/16	SHP	SJS
09/16/16	REVISED PER CITY COMMENTS DATED 08/22/16	JT	SJS
10/21/16	REVISED PER CITY & FDOT COMMENTS	JT	SJS
11/28/16	REVISED PER CITY COMMENTS DATED 11/18/16	JT	SJS
01/10/17	FIELD REVISION FOR SEPTIC TANK CONSTRUCTION	SHP	SJS
11/15/17	FOR FIELD CONDITIONS	JT	SJS
01/30/18	REVISED PER FDOT COMMENTS DATED 01/25/18		SJS

CONSTRUCTION PLANS
STORAGE FACILTY
3854 S. ORANGE AVE.
ORLANDO, FL 32806

FEG FLORIDA ENGINEERING GROUP
Engineering the Future
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

SITE GEOMETRY PLAN

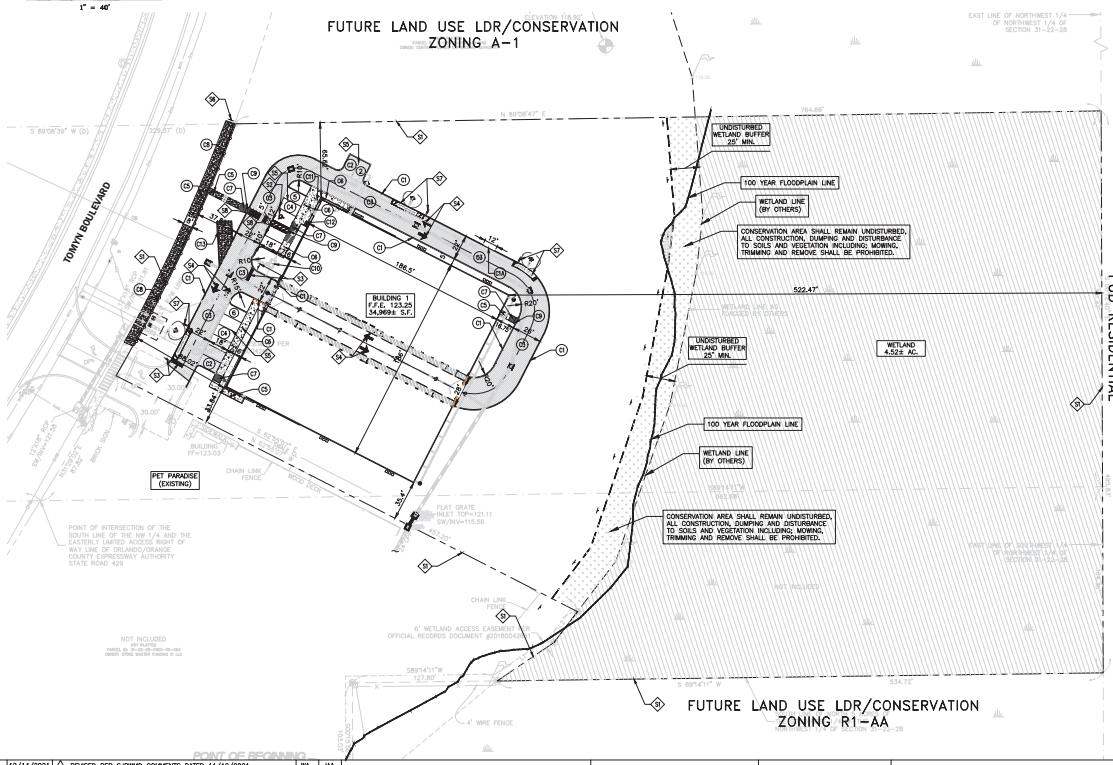
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO. 15-097
SCALE 1"=30'
DATE MAY 23, 2016
SHEET NO. C-5
SHEET 5 OF 13

JOSHUA J. SEIN — No 42075 — STATE OF FLORIDA — REGISTERED ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (ENGINEER), P.E. ON (DATE) USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

15-097_Plans.dwg



GRAPHIC SCALE

1" = 40'

SITE CONSTRUCTION KEYNOTES

C1. 6" HEAD CURB.
C1A. RIBBON CURB.
C2. PERVIOUS CONCRETE.
C3. HEAVY-DUTY ASPHALT PAVEMENT IN DRIVE AISLES.
C4. LIGHT-DUTY ASPHALT PAVEMENT IN PARKING SPACES.
C5. CONCRETE SIDEWALK, TYPICAL. (5' MINIMUM)
C6. MONOLITHIC CURB & SIDEWALK, TYPICAL.
C7. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
C8. 54" HIGH WOODEN SPLIT RAIL FENCE.
C9. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE.
C10. SANITARY LIFT STATION.
C11. SANITARY CLEANOUT.
C12. BIKE RACK.
C13. DUMPSTER.

SITE STRIPING & SIGNAGE KEYNOTES

S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
S4. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 711-001, TYPICAL. (WHITE THERMOPLASTIC)
S5. 4" WIDE WHITE PAINTED STRIPING, TYPICAL.
S6. INSTALL "END OF SIDEWALK" SIGN.
S7. "NO PARKING, FIRE LANE" STRIPING AND SIGNAGE PER DETAIL ON SHEET C-13 AND IN ACCORDANCE WITH NFPA 1 CHAPTER 18.
S8. CROSSWALK STRIPING PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.

FENCE NOTE

INSTALL 54" HIGH WOODEN SPLIT RAIL FENCE ALONG ENTIRE FRONTAGE. FENCE SHALL MATCH STYLE AND COLOR OF ADJACENT PET PARADISE FENCE. SEE DETAIL SHEET.

SITE LEGEND

- PROPERTY LINE
- CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONSERVATION AREAS
- WETLAND BUFFER AREAS
- PERVIOUS CONCRETE

SITE DATA

PROPERTY LOCATION	**TOMYN BLVD., OCOEE, FL 34787**
PARCEL NUMBER:	**31-22-28-0000-00-050**
EXISTING PROPERTY ZONING:	**PUD-COMM**
EXISTING PROPERTY USE:	**COMM VACANT LAND**
FUTURE LAND USE:	**COMM**
PROPOSED USE:	**SELF STORAGE FACILITY W/727 UNITS**
TOTAL SITE AREA:	**8.09± ACRES**
WETLAND AREA:	**4.52±**
WETLAND BUFFER AREA:	**0.26±**
NET DEVELOPABLE AREA:	**3.31±**
PROPOSED GROSS FLOOR AREA	**103,788 S.F.**

MAXIMUM ALLOWABLE BUILDING HEIGHT

HABITABLE SPACE	45'-0"
NON-HABITABLE SPACE	49'-5"
PROPOSED BUILDING HEIGHT	49'-5"

BUILDING CONSTRUCTION TYPE

TYPE II-B FULLY SPRINKLERED

PARKING

PARKING REQUIRED	
SELF STORAGE FACILITY (727 UNITS @ 1 SPACE PER 75 UNITS)	10 SPACES
SELF STORAGE FACILITY (1 EMPLOYEE @ 1 SPACE PER 1 EMPLOYEE)	1 SPACE
SELF STORAGE FACILITY (2 CUSTOMER SPACES)	2 SPACES
TOTAL PARKING REQUIRED	13 SPACES
PARKING PROVIDED	
SELF STORAGE FACILITY STANDARD SPACES	12 SPACES
SELF STORAGE FACILITY HANDICAP SPACES	1 SPACES
TOTAL PARKING PROVIDED	13 SPACES

SITE AREA CALCULATIONS

SELF STORAGE FACILITY (FOOTPRINT)	34,596 ±S.F.			
ASPHALT PAVEMENT	15,617 ±S.F.			
SIDEWALK & CONCRETE PAVEMENT	2,362 ±S.F.			
IMPERVIOUS AREA	52,575 ±S.F.	1.21 ±AC.	36.56 %	
PERVIOUS AREA	91,609 ±S.F.	2.10 ±AC.	63.44 %	
TOTAL SITE AREA	144,184 ±S.F.	3.31 ±AC.	100.00 %	

MAXIMUM IMPERVIOUS COVER ALLOWED (NET DEVELOPABLE) 37 %
IMPERVIOUS COVER PROPOSED 36.56 %
MINIMUM OPEN SPACE REQUIRED (NET DEVELOPABLE) 20 %
PERVIOUS AREA COVER PROPOSED 63.44 %

BUILDING SETBACKS (REQUIRED)			**BUILDING SETBACK (PROPOSED)**		
SELF STORAGE FACILITY					
FRONT	(WEST)(TOMYN ROAD)	35'	FRONT	(WEST)(TOMYN ROAD)	88'
REAR	(EAST)(WETLAND)	25'	REAR	(EAST)(WETLAND)	522'
SIDE	(NORTH)	10'	SIDE	(NORTH)	66'
SIDE	(SOUTH)(PET RESORT)	10'	SIDE	(SOUTH)(PET RESORT)	36'
LANDSCAPE BUFFERS (REQUIRED)			**LANDSCAPE BUFFERS (PROPOSED)**		
SELF STORAGE FACILITY					
FRONT	(WEST)(TOMYN ROAD)	15'*	FRONT	(WEST)(TOMYN ROAD)	37'
REAR	(EAST)(WETLAND)	NONE	REAR	(EAST)(WETLAND)	NONE
SIDE	(NORTH)	10'	SIDE	(NORTH)	10'
SIDE	(SOUTH)(PET RESORT)	10'*	SIDE	(SOUTH)(PET RESORT)	10'

* BUFFER WIDTHS WERE APPROVED AS PART OF THE PUD APPROVAL.

FLOOD ZONE

FLOOD ZONE A PER FEMA F.I.R.M. PANEL 12095C0220F DATE: 09/25/09. BASED ON THE LAKE ROBERTS DRAINAGE STUDY UNDERTAKEN BY ORANGE COUNTY, THE 100 YEAR FLOOD ELEVATION IS ESTIMATED AT ELEVATION 116.31' NAVD 1988.

SOILS

ZOLFO FINE SAND, SMYRNA FINE SAND, SANIBEL MUCK.

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL UNLESS NOTED OTHERWISE. EXCEPTION: RADII @ ISLANDS ARE TO FIT ISLAND WIDTHS, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO BEARING S62° 56' 10.87"E UNLESS OTHERWISE INDICATED WITH A "+" OR BEARING.
4. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
5. ALL DIMENSIONS ARE MEASURED FROM EDGE OF PAVEMENT.

DATE	REVISIONS	BY	CHECKED
12/14/2021	1 REVISED PER SJRWMD COMMENTS DATED 11/12/2021	WA	JAA
12/14/2021	2 REVISED PER CITY OF OCOEE COMMENTS DATED 11/29/2021	WA	JAA
02/02/2022	3 REVISED PER CITY OF OCOEE COMMENTS DATED 01/28/2022	WA	JAA
03/18/2022	4 REVISED PER CITY OF OCOEE UTILITY COMMENTS DATED 03/16/2022	WA	JAA
04/12/2022	5 REVISED PER FDEP – ADD LIFT STATION BACKFLOW	WRH	WRH
09/27/2022	6 REVISED PER CONTRACTOR RFI	WA	WRH

BARKARITAVILLE PUD
OCOEE-TOMYN SELF STORAGE FACILITY
FINAL CONSTRUCTION PLANS
OCOEE, FLORIDA

FEG FLORIDA ENGINEERING GROUP
Engineering the Future
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

SITE GEOMETRY PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
JAA	WA	JAA	JAA

PROJECT NO. 20-172
SCALE 1"=40'
DATE AUGUST 06, 2021
SHEET NO. C-7
SHEET 7 OF 21

M. ABU-ALI No 45128 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY (ENGINEER), P.E. ON (DATE) USING A DIGITAL SIGNATURE.

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20-172_Geometry.dwg

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

☐ Individual ☐ Corporation ☒ Land Trust

☐ Limited Liability Company ☐ Partnership ☐ Other (describe): _____

_____

_____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: RONALD E KLINE TRUST

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
RONALD E. KLINE TRUST	KONNIE KLINE	150 ATLANTIC DRIVE FERN PARK FL 32751	100%

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: NUVO DEVELOPMENT PARNTERS, LLC

NAME	ADDRESS	% OF INTEREST
GARY CARDAMONE, MANAGER	P.O. BOX 356 WINTER PARK, FL 32789	100

(Use additional sheets for more space)

Date of Contract: January 7, 2022

Specify any contingency clause related to the outcome for consideration of the application: _____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

August 15, 2022
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 15th day of August, 2022, by Gary Cardamone, who is ☒ personally known to me, or ☐ has produced _____ as identification.

MITCH LANGER
Notary Public - State of Florida
Commission # HH 025239
My Comm. Expires Aug 15, 2024
Bonded through National Notary Assn.

Signature of Notary Public

Mitch Langer
Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, KONNIE KLINE TRUSTEE, the owner of record for the following described property *(Tax/Parcel ID Number)* 19-21-30-514-0B00-0080 hereby designates SAM J. SEBAALI, P.E., PRESIDENT OF FEG to act as my authorized agent for the filing of the attached application(s) for:

☒ Arbor Permit	☒ Construction Revision	☒ Final Engineering	☐ Final Plat
☒ Future Land Use	☐ Lot Split/Reconfiguration	☐ Minor Plat	☐ Special Event
☒ Preliminary Sub. Plan	☒ Site Plan	☐ Special Exception	☒ Rezone
☐ Vacate	☐ Variance	☐ Temporary Use	☐ Other (please list):

OTHER: _____

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

August 15, 2022
Date

Konnie Kline
Property Owner's Signature

KONNIE KLINE
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared KONNIE KLINE *(property owner)*, ☒ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☒ who has produced FL DRIVERS LICENSE as identification, and who executed the foregoing instrument and sworn an oath on this 15th day of AUGUST, 2022.

PATRICIA EMMA CARDONA
MY COMMISSION EXPIRES 05-25-2025
NOTARY PUBLIC
COMM. # HH 134455
STATE OF FLORIDA

Patricia
Notary Public
PATRICIA EMMA CARDONA

Rev. 1/2020

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, KONNIE KLINE TRUSTEE, the owner of record for the following described property *(Tax/Parcel ID Number)* 19-21-30-514-0B00-0080 hereby designates GARY CARDAMONE, MANAGER to act as my authorized agent for the filing of the attached application(s) for:

☒ Arbor Permit	☒ Construction Revision	☒ Final Engineering	☐ Final Plat
☒ Future Land Use	☐ Lot Split/Reconfiguration	☐ Minor Plat	☐ Special Event
☐ Preliminary Sub. Plan	☒ Site Plan	☐ Special Exception	☒ Rezone
☐ Vacate	☐ Variance	☐ Temporary Use	☐ Other (please list):

OTHER: _____

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

August 15, 2022
Date

Konnie Kline
Property Owner's Signature

KONNIE KLINE
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Konnie Kline *(property owner)*, ☒ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☒ who has produced Drivers License as identification, and who executed the foregoing instrument and sworn an oath on this 15th day of August, 2022.

MITCH LANGER
Notary Public - State of Florida
Commission # HH 025239
My Comm. Expires Aug 15, 2024
Bonded through National Notary Assn.

Notary Public

Rev. 1/2020

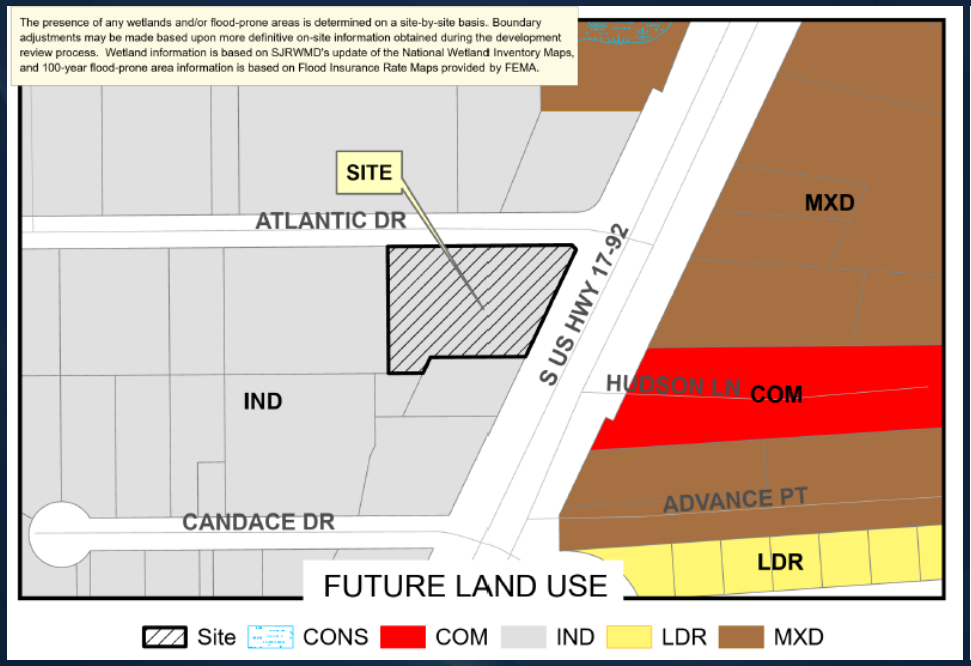
ATLANTIC DRIVE SSFLUMA AND PD REZONE

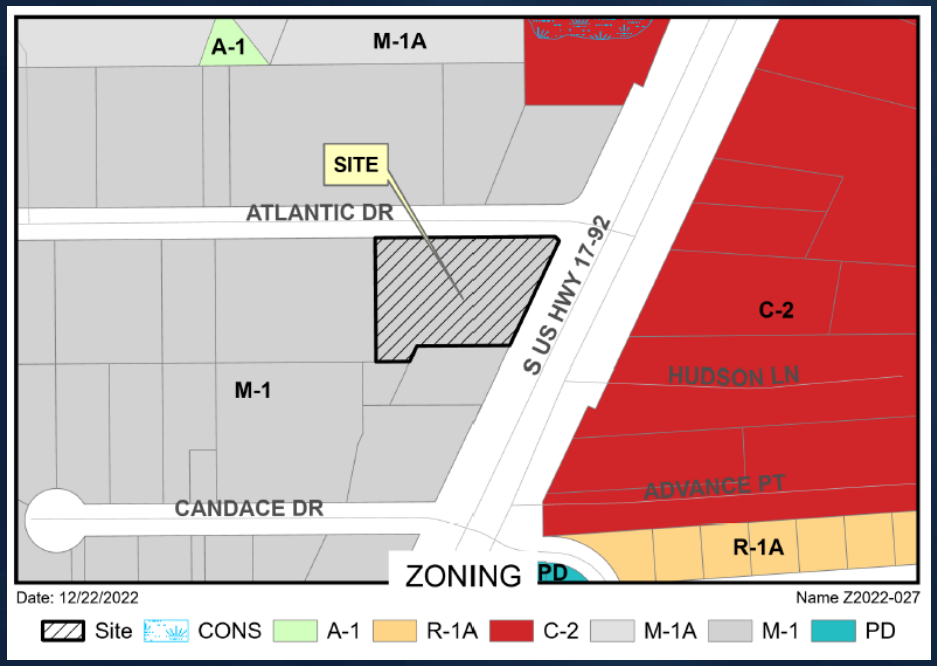
Project: ATLANTIC DRIVE SSFLUMA AND PD REZONE

Applicant: Gary Cardamone

Request: Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.

ATLANTIC DRIVE SSFLUMA AND PD REZONE

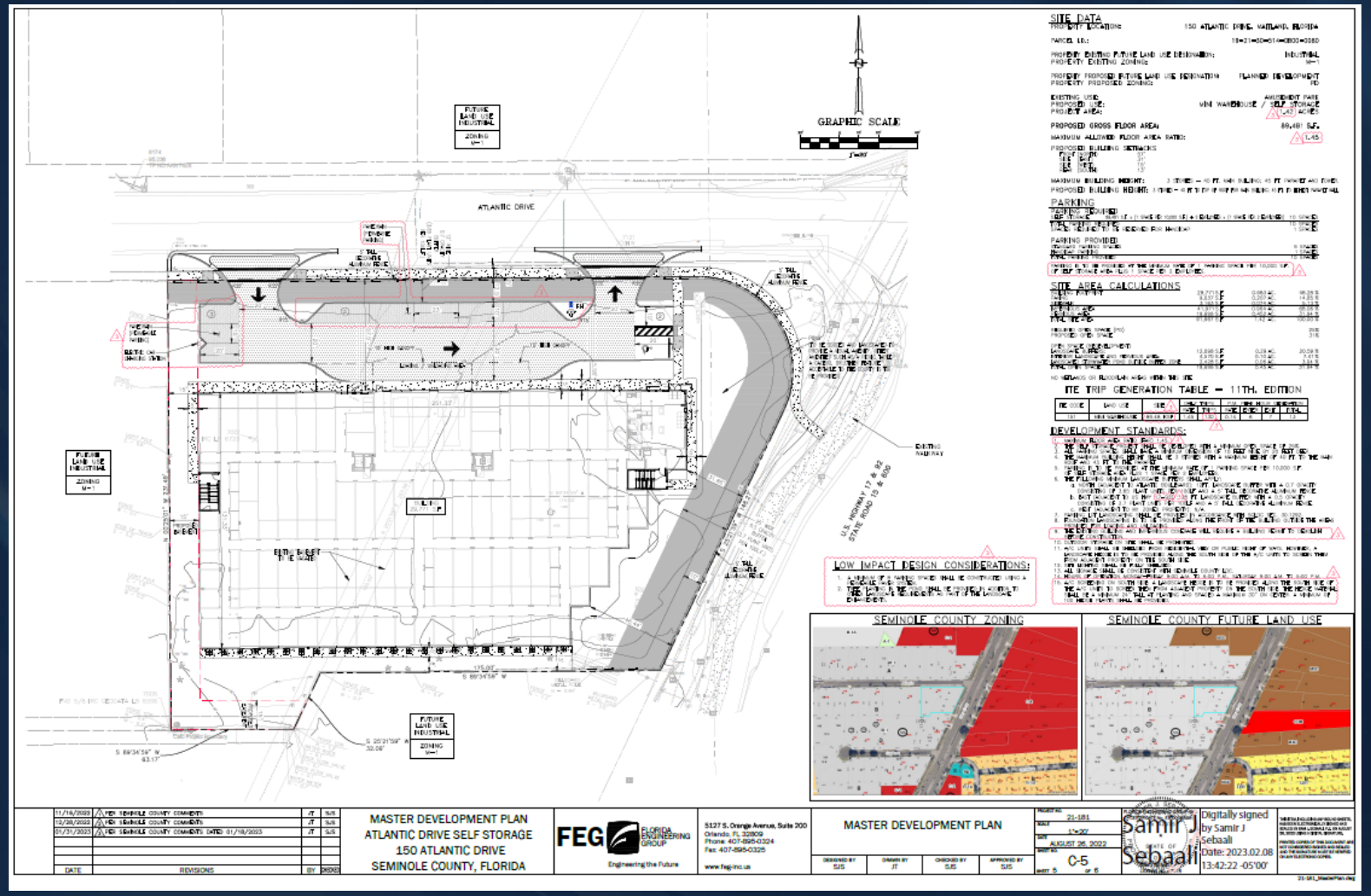




ATLANTIC DRIVE SSFLUMA AND PD REZONE



ATLANTIC DRIVE SSFLUMA AND PD REZONE



SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING
COMMISSION COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM
1028
MINUTES

WEDNESDAY, APRIL 5, 2023
6:00 PM

Atlantic Drive Small Scale Future Land Use Map Amendment and PD Rezone – Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self-storage facility on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and South US Hwy 17-92; (Z2022-27/08.22SS.05) (Gary Cardamone, Applicant) District4 - Lockhart (**Annie Sillaway, Project Manager**).

Annie Sillaway, Senior Planner, presented this item as stated in the Staff Report. She further stated the Applicant was requesting a Small Scale Future Land Use Map Amendment and Rezone in order to develop the subject property as a self-storage facility with a maximum Floor Area Ratio (FAR) of 1.45, a gross floor area of 89,481 square feet, and a maximum height of forty-five (45) feet. The subject property consists of one (1) parcel where the “Little 500 Go Kart Track” previously operated. There is an existing billboard on the southeast corner of the site, which will remain, and the proposed building will be built to maintain clear visibility of the existing billboard that is shown on the Master Development Plan. The subject property’s current Industrial Future Land Use designation reflects the trend of development at the time the Future Land Use Map that was originally adopted in 1977. The intent of the Industrial Future Land Use designation is to provide appropriate locations for a variety of heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. In more recent years, other policy concepts have been added to the Comprehensive Plan that may have implications on the subject property. The Mixed-Use Development Future Land Use designation, that was adopted in 2008, and the Oxford Place Overlay, that was adopted in 2018, have been applied to nearby properties along US Hwy 17-92. Both classifications, were intended to encourage Mixed-Use, Pedestrian-Oriented development along the US Hwy 17-92 corridor. In addition, the subject property lies within the Urban Centers and Corridors Overlay, adopted in 2016, to support the Central Florida Regional Growth Vision, “How Shall We Grow?” with the intended purposes of encouraging walkable development patterns and providing for affordable housing, Mixed-Use Development on the subject site is not feasible due to the size of the site. In addition,

a Mixed-Use Development with retail and multi-family would require more off-street parking than the proposed use of self-storage. Although, the subject property is located within the Centers and Corridors Overlay. Staff finds that the proposed amendment is in keeping with the trend of development in the area and compatible with surrounding land uses. The property's small size acreage presents a few challenges regarding Land Development Code requirements related to landscape buffers, setbacks, and Floor Area Ratio. The Applicant has agreed to the following site condition designs in order to mitigate any impacts to surrounding uses and properties:

- Outdoor Storage will be prohibited and is a condition in the Development Order.
- The building will include architectural trim design on portions of the parapet as shown on the architectural renderings submitted by the Applicant and will be placed in the Development Order as Exhibit "C".
- Landscape hedges will shield the air conditioning units from the public right-of-way.
- Eight (8) out of the ten (10) parking spaces on site will utilize permeable paving surfaces.
- Additional landscaping will be provided in the pond area outside of the twenty-five (25) foot landscape buffer, along the east portion of the site.
- Entrance bay doors to access the storage units will not be visible from US Hwy 17-92 and will only be facing Atlantic Drive.
- Electric vehicle charging stations will be provided for two (2) parking spaces for the site on pervious pavement.

The Applicant is varying from the off-street parking requirements under Sec. 30.1221 (4) - Manufacturing Concerns and Warehouses for one (1) space for each 1,000 square feet of building plus one (1) space for each two (2) employees on the largest shift. The Applicant has provided a parking justification study showing that the parking calculation of one (1) space for each ten thousand 10,000 square feet of building plus one (1) space for each two (2) employees on the largest shift is adequate parking for the self-storage use. The Applicant has justified based on the ITE Code 151 for "mini-warehouses" that the use would generate a low traffic impact. Per the ITE Code 151 for "mini-warehouse", the use during Peak Hours in the A.M. and P.M. is estimated at a maximum of eight (8) vehicles entering the site and eight (8) vehicles exiting the site. The Applicant for this proposed site is providing ten (10) parking spaces for the 89,481 square foot building.

The site is located in the City of Altamonte Spring's water service area but is located outside of the City of Altamonte Spring's sanitary sewer service area, and by default is within the County's sanitary sewer service area; therefore, County utilities are the best option to provide both services. Water and sewer capacity are available from the County to serve the proposed development. The City of Altamonte Springs has no objection to the County providing unified service to the site and has provided a letter to the Applicant to that effect. There is an existing City-owned six (6) inch water main located in a public utility easement that runs through the property. The utility easement and water main will be relocated to the west side of the subject property at the time of Final Engineering. The City of Altamonte Springs has agreed to the relocation of the water main.

The proposed site appears to outfall to FDOT (Florida Department of Transportation), which would require a drainage connection permit at the time of Final Engineering. The site will most likely have to hold the entire twenty-five (25) year, twenty-four (24) hour storm event onsite without discharge. The Applicant is proposing buffers along the north and east boundaries of the site. The Applicant proposes a reduction in the buffer width along the north from twenty-five (25) feet to a twelve (12) foot buffer with a five (5) foot high metal fence. The east buffer is twenty-five (25) feet wide facing US Hwy 17-92.

A community meeting was held and no one from the public attended. The proposed project supports the objectives of the Planned Development (PD) Zoning designation, that it provides the required minimum of twenty-five (25) percent open space, and provides adequate buffering to maintain compatibility between the nearest rights of way to the north and east of the site.

Staff recommends the Board of County Commissioners adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and adopt the Ordinance enacting a Rezone from M-1(Industrial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for 1.42 acres, located on the southwest corner of Atlantic Drive and US Hwy 17-92.

Sam Sebaali with Florida Engineering Group spoke on behalf of the Applicant and agreed with Staff as presented.

No one from the audience spoke in favor of or opposition to the request.

A motion was made by Commissioner T. Smith, seconded by Commissioner S. Smith to recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and adopt the Ordinance enacting a Rezone from M-1(Industrial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for 1.42 acres, located on the southwest corner of Atlantic Drive and US Hwy 17-92.

Ayes: (6) Chairman Lawhun, Vice Chairman Lopez, Commissioner Jerman, Commissioner Lorenz, Commissioner S. Smith and Commissioner T. Smith

Absent: (1) Commissioner Grundorf

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 9, 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): Ronald E. Kline Trust

Project Name: Atlantic Drive Self Storage

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Industrial to Planned Development and a Rezone from M-1 (Industrial) to PD (Planned Development) for a proposed self storage development on approximately 1.42 acres, located on the southwest corner of Atlantic Drive and U.S. Hwy 17-92.

Findings: After fully considering staff analysis titled “Atlantic Drive Self Storage” and all evidence submitted at the public hearing on May 9, 2023, regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from M-1 (Industrial) to PD (Planned Development) 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

LOTS 8, 9, AND 10, BLOCK B, SEMINOLE INDUSTRIAL PARK, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 30, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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

File Number: 2023-458

Title:

East SR 436 (3340) Rezone - Consider a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of E. SR 436, just east of Avery Lane; (Z2022-37) (Augusto Ubaldo, Applicant) District3 - Constantine (**Doug Robinson, Project Manager**).

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:
Mary Moskowitz

Contact/Phone Number:

Doug Robinson - 407-665-7308

Motion/Recommendation:

1. Recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for 0.90 acre, located on the south side of SR 436, just east of Avery Lane; or

2. Recommend the Board of County Commissioners deny the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for 0.90 acre, located on the south side of SR 436, just east of Avery Lane; or

3. Continue the request to a time and date certain.

Background:

The Applicant is requesting a rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site, to continue the established restaurant use and reinstate a previously existing drive-thru service window.

The restaurant and drive-thru window were originally built around 1990. The drive-thru

window was closed around 2003, when the restaurant became a sit-down Japanese restaurant.

The subject property has split zoning of C-1 and OP. The rezone will create a uniform zoning designation for the entire parcel.

The subject property has a Commercial Future Land Use designation, which allows a maximum intensity of 0.35 Floor Area Ratio (F.A.R.). The intent of the Commercial Future Land Use designation is to provide appropriate locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services.

The Future Land Use designations and zoning classifications of the surrounding area are as follows:

East: Future Land Use: Commercial
Zoning: C-1

West: Future Land Use: Office and Low Density Residential
Zoning: Residential Professional (RP) and R-1A (Single Family Dwelling)

North: SR 436
Future Land Use: Public/Quasi-Public - Grave Site (PUBG)
Zoning: A-1 (Agriculture)

South: Future Land Use: Office
Zoning: OP (Office)

Site Analysis

Floodplain Impacts:

Based on FEMA's 2007 FIRM map, there appears to be no flood prone areas 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. If applicable, a topographic survey showing wetland and floodplain delineations will be required at Final Development Plan.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there appears to be no endangered or threatened wildlife on the subject property. A listed species survey may be required prior to site plan or final engineering approval.

Utilities:

The site is in the Seminole County utility service area and the existing on-site restaurant is already connected to public utilities.

Transportation/Traffic:

The property proposes access onto East SR 436, which is classified as an Urban Principal Arterial roadway. SR 436 is currently operating at a level-of-service ranges from “A” to “E”, depending on the time of day and direction. SR 436 does not have improvements programmed in the County’s five-year Capital Improvement Program or FDOT’s Five-Year Work Program.

Transit:

LYNX bus route 436N and bus stops are located within 150 feet of the subject property.

Sidewalks:

There is an existing five-foot sidewalk along SR 436. The developer will not be required to build a sidewalk along SR 436.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin, and the site is part of an existing master drainage system. No additional requirements are anticipated.

Buffers and Open Space:

Buffers and Open Space requirements will be determined at Final Site Plan approval and must be in compliance with the Seminole County Land Development Code.

Consistency with the Land Development Code

The proposed C-1 (Retail Commercial) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 40.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed development supports the objectives of the C-1 zoning designation through sufficient buffering and a proposed use that is compatible with the surrounding residential, office and commercial zoning classifications.

Staff finds the requested C-1 zoning classification to be consistent with the Land Development Code and compatible with the surrounding development in the area.

Consistency with the Comprehensive Plan

The purpose and intent of the Commercial Future Land Use is to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is 0.35 floor area ratio (F.A.R).

The proposed C-1 zoning classification is compatible with the surrounding development in the area and is consistent with both the allowable use and density provisions of the Commercial Future Land Use designation.

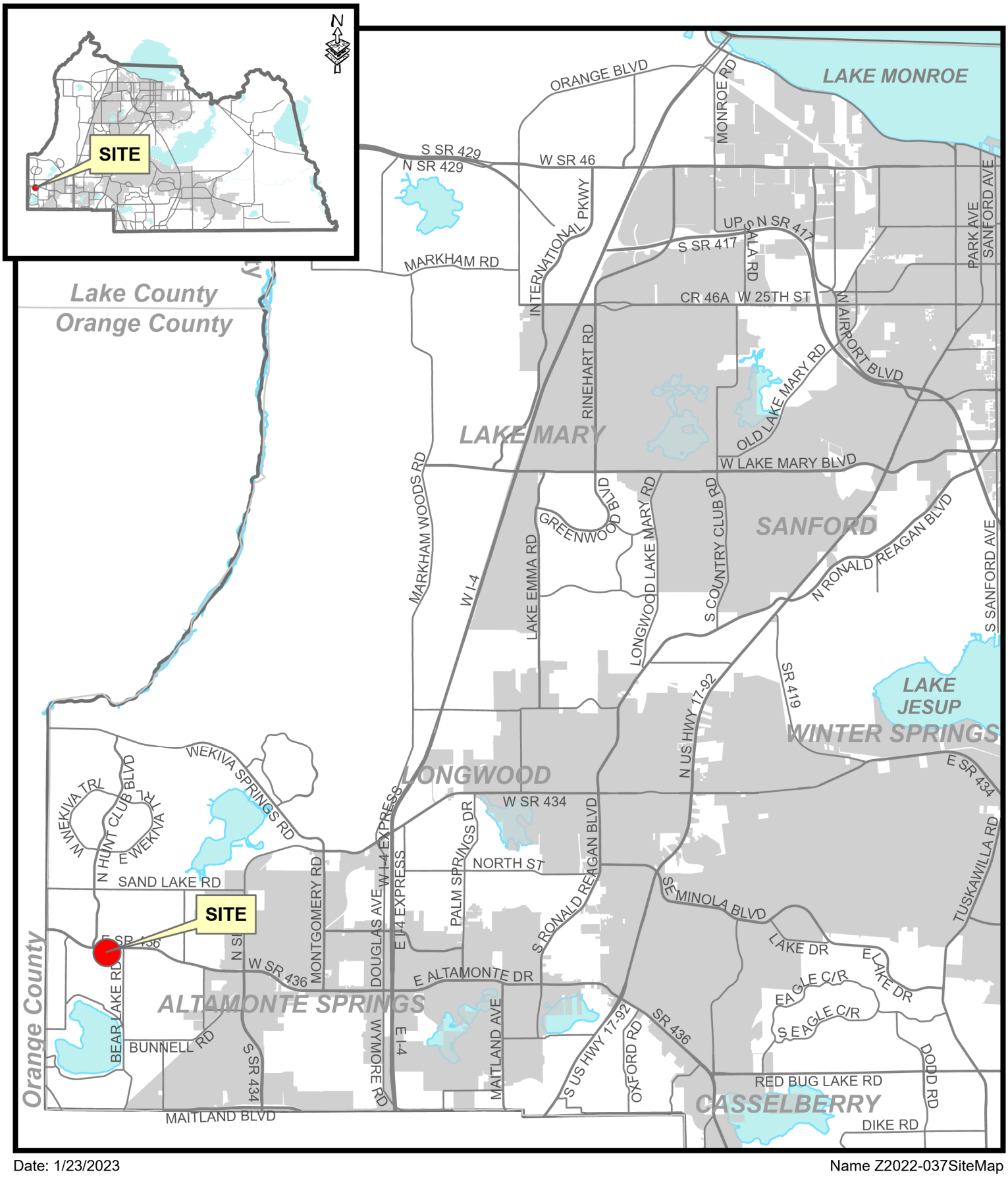
Staff finds the proposed C-1 zoning classification to be consistent with the Comprehensive Plan.

Planning and Zoning Commission

The Planning and Zoning Commission met on April 5, 2023, and voted unanimously to recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of East SR 436, just east of Avery Lane.

Staff Recommendation:

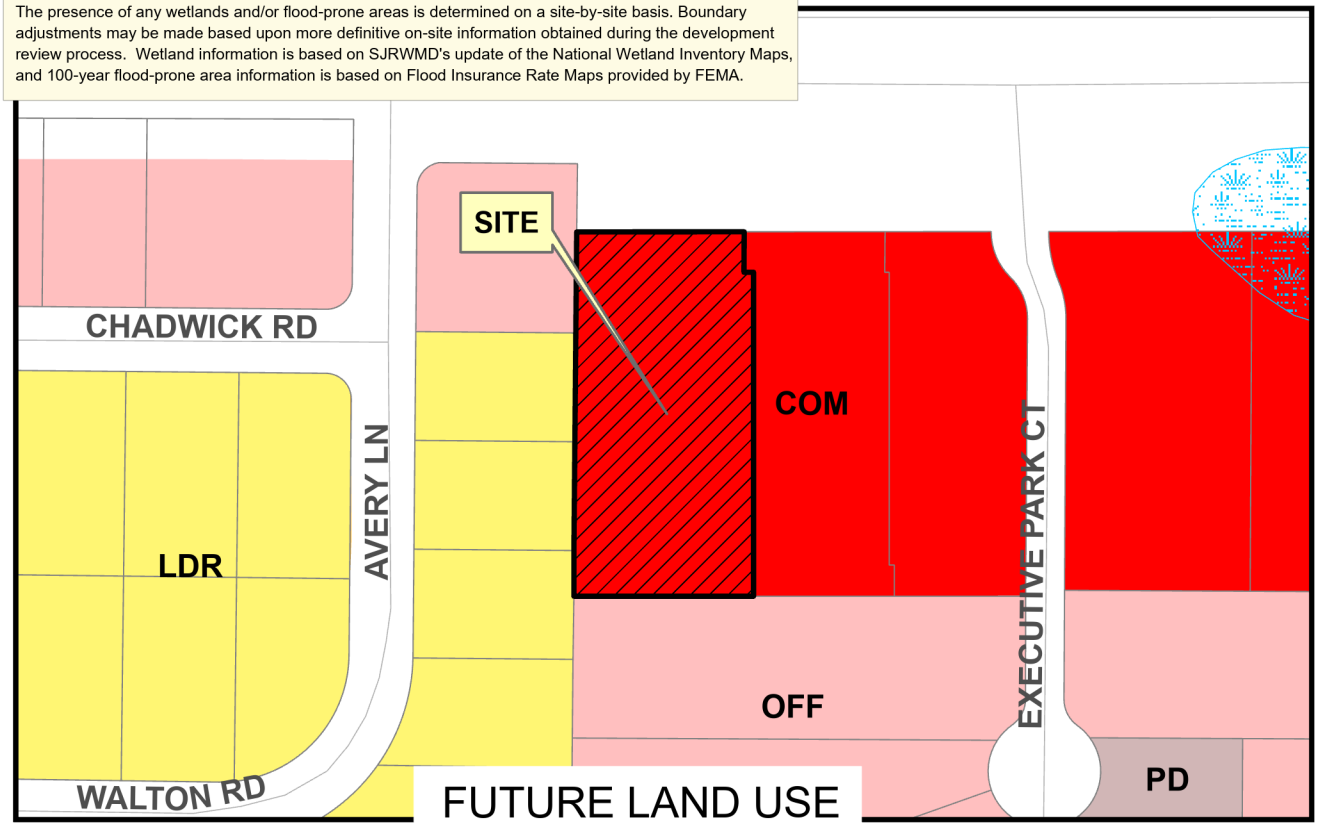
Recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of East SR 436, just east of Avery Lane.



Date: 1/23/2023

Name Z2022-037SiteMap

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.

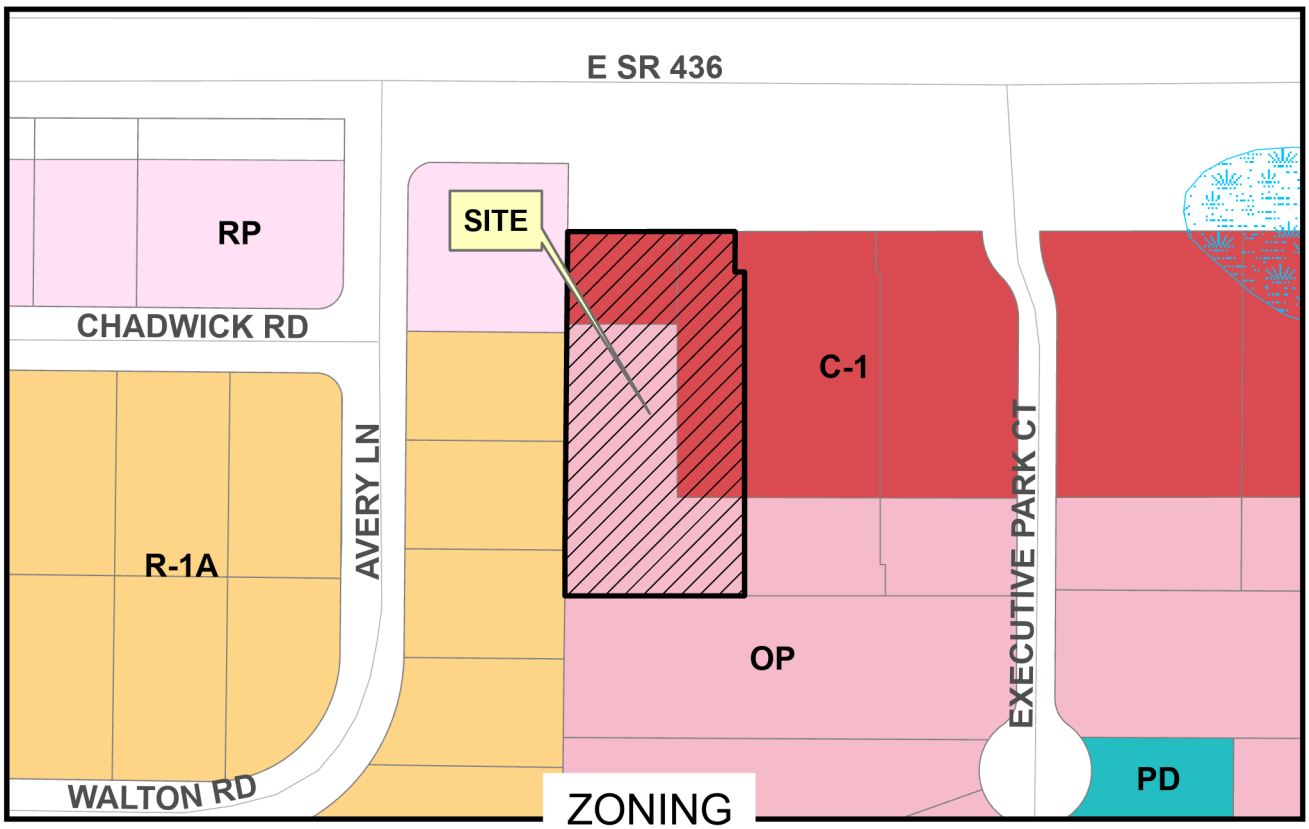


Site CONS COM LDR OFF PD

Applicant: Augusto Ubaldo
Physical STR: 18-21-29
Gross Acres: 0.9+/- BCC District: 3
Existing Use: commercial
Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2022-037	OP/ C-1	C-1

N



Date: 1/23/2023 Name Z2022-037

Site CONS R-1A RP OP C-1 PD



Rezone No: Z2022-037
From: OP/ C-1 To: C-1

Parcels
Site

N

Winter 2021 Color Aerials

Date: 1/23/2023

Name Z2022-037Aerial

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

☒ Individual ☐ Corporation ☐ Land Trust

☐ Limited Liability Company ☐ Partnership ☐ Other (describe): _____

_____

_____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
MASAHIKO IKEMOTO	3340 E SEMORAN BLVD APOPKA FL 32703	(407) 437-4735

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: _____

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST
AUGUSTO UBALDO	5315 E BUSCH BLVD TEMPLE TERRACE FL 33617	

(Use additional sheets for more space)

Date of Contract: 12/7/22

Specify any contingency clause related to the outcome for consideration of the application: _____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein:

12/19/22
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 19 day of December, 2022, by Augusto Ubaldo, who is ☐ personally known to me, or ☒ has produced FL Drivers License as identification.

MONICA SHAMOUN
Notary Public
State of Florida
Comm# HH303430
Expires 12/17/2026

Signature of Notary Public

Monica Shamoun
Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

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 OP (OFFICE) AND C-1 (RETAIL COMMERCIAL) ZONING CLASSIFICATIONS TO THE C-1 (RETAIL COMMERCIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled E. SR 436 (3340) Rezone, dated May 9, 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 OP (Office) and C-1 (Retail Commercial) to C-1 (Retail Commercial).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 9th, day of MAY 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOT 1, FOREST CITY EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 82 AND 83, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF AFORESAID LOT 1; THENCE SOUTH 89°59'46" EAST ALONG THE NORTH BOUNDARY OF SAID LOT 1 FOR 133.78 FEET; THENCE SOUTH 00°00'14" WEST FOR 25.00 FEET; THENCE SOUTH 89°59'46" EAST FOR 7.53 FEET; THENCE SOUTH 00°20'48" WEST FOR 252.84 FEET; THENCE NORTH 89°39'12" WEST FOR 140.37 FEET TO THE WEST BOUNDARY OF AFORESAID LOT 1; THENCE NORTH 00°07'12" EAST ALONG SAID WEST BOUNDARY FOR 277.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.893 ACRES MORE OR LESS.

Community Meeting Summary

14 Feb 2023 / 6-7 PM / 3340 E Semoran Blvd, Apopka, FL 32703

Attendees

Augusto Ubaldo, Masahiko Ikemoto, Mika Ikemoto, Li Xu

Agenda

1. Answer neighbor questions regarding property (*3340 E Semoran Blvd, Apopka, FL 32703)* rezone

NOTES

- No neighbor showed up for this meeting

ACTION ITEMS

- n/a

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028
MINUTES

WEDNESDAY, APRIL 5, 2023
6:00 PM

E SR 436 (3340) Rezone – Consider a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial development on approximately 0.9 acre, located on the south side of E SR 436, just east of Avery Lane; (Z2022-37) (Augusto Ubaldo, Applicant) District3 - Constantine (**Doug Robinson, Project Manager**).

Doug Robinson, Principal Planner, presented this item as stated in the Staff Report. He further stated the Applicant is requesting a rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site, to continue as a restaurant use and reinstate a previously existing drive-thru service window.

The restaurant and drive-thru window were originally built around 1990. The drive-thru window was closed around 2003 with the opening of the Japanese restaurant. The subject property has a Commercial Future Land Use designation. The intent of the Commercial Future Land Use designation is to provide appropriate locations for a variety of commercial uses including retail sales, restaurants, highway-oriented businesses, and other commercial services. The Commercial designation allows a maximum intensity 0.35 Floor Area Ratio (FAR). The property proposes access onto E SR 436, which is classified as an urban principal arterial roadway. The Level of Service (LOS) ranges from A to E, depending on time of day and direction of travel. There are no planned improvements in the Capital Improvement Program or FDOT's Five-year Work Program. The site is already connected to the Seminole County utilities for water and sewer. The site will be required to meet all Land Development Code requirements, including buffer and landscape requirements, which will be determined during Final Site Plan approval. Staff finds the proposed C-1 zoning classification compatible with the surrounding development in the area and is consistent with both the allowable use and intensity provisions of the Commercial Future Land Use designation. A virtual community meeting for this project was held on February 14, 2023, at 6:00 p.m. The Applicant reported that there were no attendees.

Staff recommends the Board of County Commissioners adopt the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial

site on approximately 0.90 acre, located on the south side of E SR 436, just east of Avery Lane.

The Applicant, Mr. Augusto Ubaldo, was present and agreed with Staff as presented.

Mr. Jose Rola spoke in opposition of the rezone regarding traffic congestion and buffers.

Mr. Ubaldo rebutted stating the property was previously a restaurant and feels the rezone won't change the area. He stated the subject property has a large buffer zone.

A motion was made by Commissioner S. Smith seconded by Commissioner T. Smith to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of E SR 436, just east of Avery Lane.

Ayes: (6) Chairman Lawhun, Vice Chairman Lopez, Commissioner Jerman, Commissioner Lorenz, Commissioner S. Smith and Commissioner T. Smith

Absent: (1) Commissioner Grundorf

FILE # Z2022-37

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On (date), 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): AUGUSTO UBALDO

Project Name: E. SR 436 (3340) - REZONE

Requested Development Approval: Consider a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial development on approximately 0.90 acre, located on the south side of E. SR 436, just east of Avery Lane.

Findings: After fully considering staff analysis titled “E. SR 436 (3340) - Rezone” and all evidence submitted at the public hearing on May 9, 2023 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from OP (Office) to C-1 (Retail Commercial) 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”

THAT PORTION OF LOT 1, FOREST CITY EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 82 AND 83, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF AFORESAID LOT 1; THENCE SOUTH 89°59'46" EAST ALONG THE NORTH BOUNDARY OF SAID LOT 1 FOR 133.78 FEET; THENCE SOUTH 00°00'14" WEST FOR 25.00 FEET; THENCE SOUTH 89°59'46" EAST FOR 7.53 FEET; THENCE SOUTH 00°20'48" WEST FOR 252.84 FEET; THENCE NORTH 89°39'12" WEST FOR 140.37 FEET TO THE WEST BOUNDARY OF AFORESAID LOT 1; THENCE NORTH 00°07'12" EAST ALONG SAID WEST BOUNDARY FOR 277.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.893 ACRES MORE OR LESS.

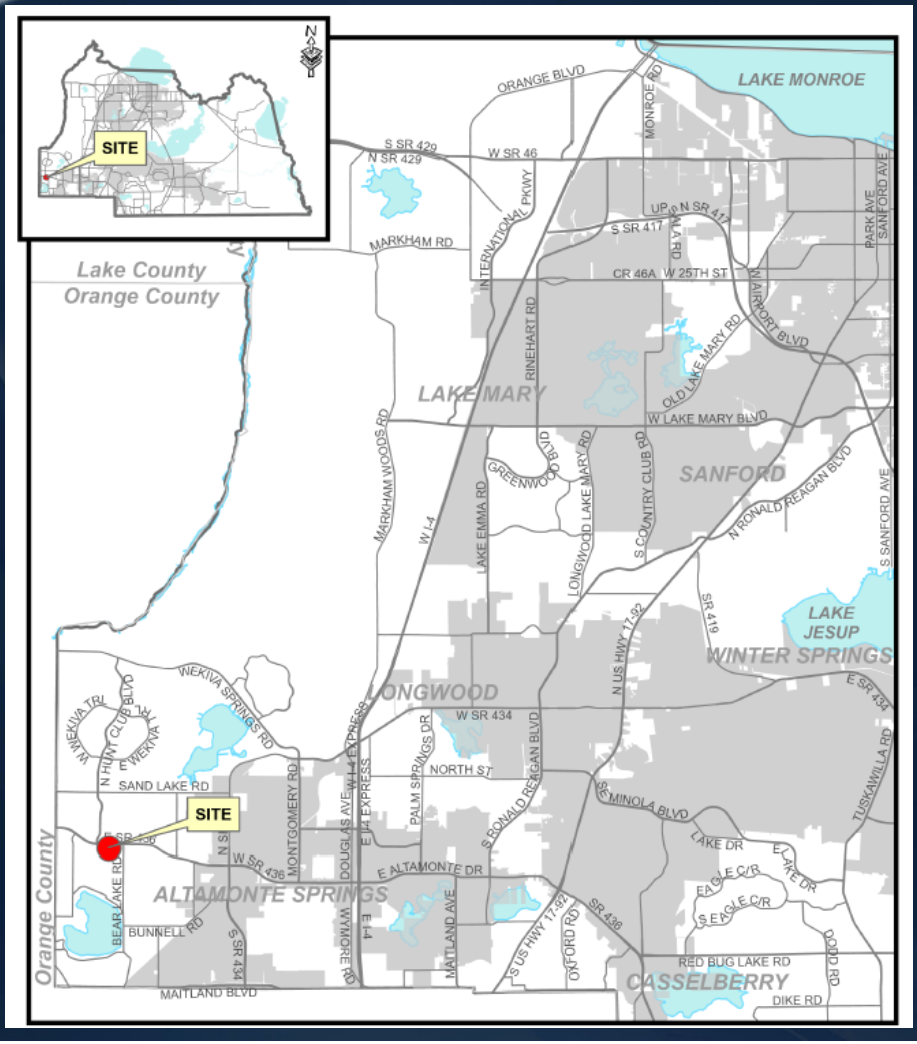
E. SR 436 (3340) Rezone

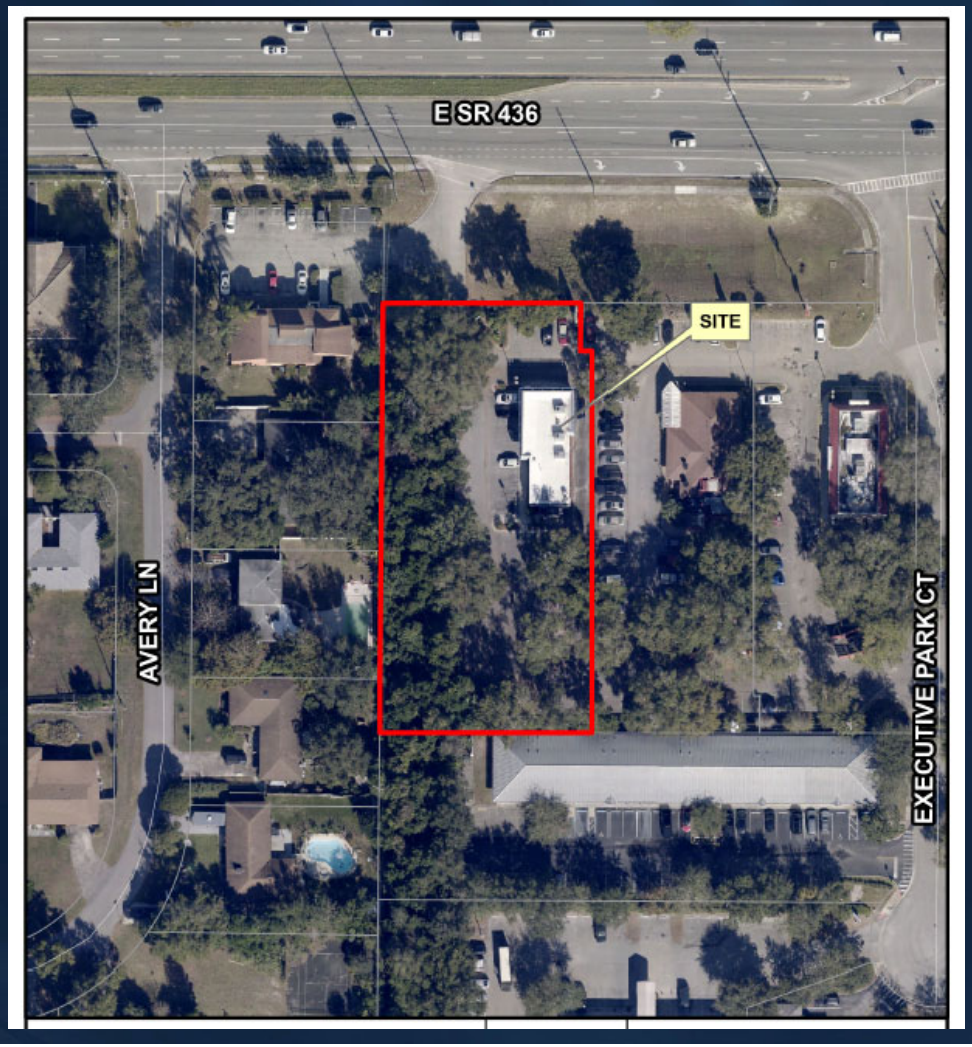
Project: E. SR 436 (334) Rezone

Applicant: Augusto Ubaldo

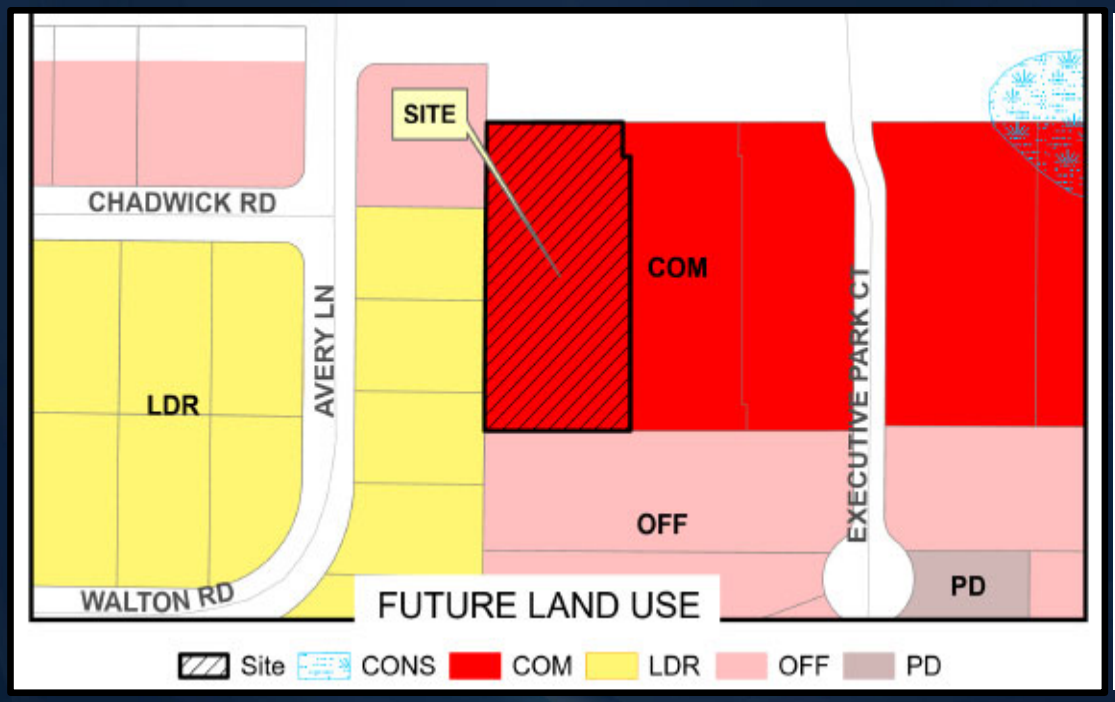
Request: Consider a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of E. SR 436, just east of Avery Lane.

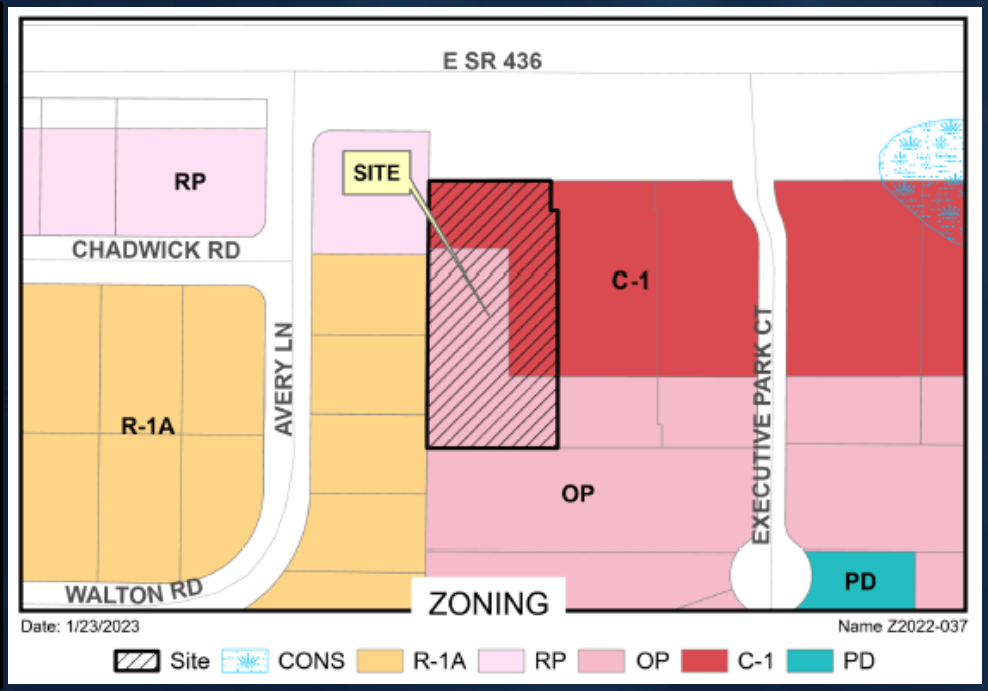
E. SR 436 (3340) Rezone





E./ SR 436 (3340) Rezone





E. SR 436 (3340) Rezone

Staff Recommendation:

Recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from OP (Office) to C-1 (Retail Commercial) for a portion of an existing commercial site on approximately 0.90 acre, located on the south side of East SR 436, just east of Avery Lane.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-459

Title:

Items for Future Agenda Request - Hanson Sustainability Report **(Commissioner Zembower)**

SEMINOLE COUNTY

SEMINOLE COUNTY FUTURE AGENDA ITEM

Date: 4-17-23 ***BCC Date:** May 9, 2023

Requesting Commissioner: Zembower

Brief Description of the Subject Matter:

Sustainability and Resiliency Study Update by Hanson

**Per the Operating Policies & Procedures of the Seminole County Board of County Commissioners, Section 2.80 (B) Setting the Agenda, future agenda items shall be submitted to the County Manager at least fifteen (15) days before a regular meeting.*