

Board of County Commissioners

Meeting Agenda

Tues	sday, May 23, 2023	9:00 AM	BCC Chambers
Plea	se silence all cell phones/ele	ctronic devices	
<u>Call</u>	<u>to Order</u>		
Invo	cation		
<u>Pled</u>	ge of Allegiance		
<u>AWA</u>	ARDS, PRESENTATIONS AND	PROCLAMATIONS	
1.	United States Navy as S	ng Navy Seaman William F eminole County's May Vete n F. Hyde, United States N	ran of the
2.	•	May 29, 2023, as Memorial Althouse, Veteran Servic	-
3.		ng the Week of May 21st - 2 Services Week in Seminole ()	
4.		g Seminole County Public S Anniversary (Debra Smith	
5.		g the Lake Mary High Schoo Garrick Robinson, Lake N	•

School Coach)

Boar	d of County Commissioners Meeting Agenda	May 23, 2023
6.	Resolution - Recognizing the 2023 Seminole Cultural Arts Council Artist of the Year Recipients (Saulius J. Jankauskas, MD and Irma Kirveliene)	<u>2023-472</u>
7.	Presentation - Legislative Session Review (Oscar Anderson, Southern Group)	<u>2023-503</u>
8.	County Investment Advisor Report (Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)	<u>2023-547</u>
9.	Presentation - 417/Orlando Sanford Airport Connector (Michelle Maikisch, CFX Executive Director, Glenn Pressimone, PE, CFX Chief of Infrastructure, Sunserea Gates, PE, VHB)	<u>2023-546</u>
10.	Presentation - County Attorney Finalist (Renee Narloch, President - S. Renee Narloch & Associates)	<u>2023-551</u>

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.

Board	of County Commissioners Meeting Agenda	May 23, 2023	
<u>Coun</u>	<u>ity Manager's Consent Agenda (Items No. 10-A - 29)</u>		
<u>Coun</u>	ity Manager's Office		
10-A	Proclamation - Proclaiming June 4, 2023, Torah Day in Seminole County. (Meloney Koontz, Assistant County Manager)	2023-583	
	County Manager Office - Business Office		
11.	Approve and authorize the County Manager, or designee, to apply for the Hazards Mitigation Grant Program (HMGP) for fifteen (15) home mitigation projects throughout Seminole County. Countywide (Alan Harris, Director- Emergency Management)	<u>2023-486</u>	
	County Manager Office - Emergency Management		
12.	Approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs for Hazard Mitigation Grant Program (HMGP). Countywide (Alan Harris, Director - Emergency Management)	<u>2023-527</u>	
	County Manager Office - Emergency Management		
Community Services			
13.	Approve and accept the HOME and NSP monthly report for April 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2nd quarter Attainable Housing report pursuant to Ordinance No 2021-14. Countywide (Stacey Smithwick, Community Development Division Manager) Community Services - Community Development	<u>2023-539</u>	

Meeting Agenda

Development Services

14. Issue a determination that the unoccupied structure and pool 2023-478 located at (1655) EE Williamson Road, Longwood, are Public Nuisances 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 August 8, 2023 for a "Show-Cause" public hearing, as prescribed in Sections 168.5-168.7, Seminole County Code. District3 - Constantine (Liz Parkhurst, Project Manager). **Development Services - Building** 15. Adopt the Resolution vacating and abandoning a portion of a 2023-495 fourteen (14) foot wide platted Utility Easement on Lot 8, Lot 9, and Lot 10, Seminole Industrial Park First Addition, as recorded in the Public Record of Seminole County, Book 14, Page 30, more particularly known as 150 Atlantic Drive; (Misha Cardamone -Nuvo Development Partners, LLC, Applicant) Lockhart- District4 (Annie Sillaway, Project Manager). **Development Services - Planning and Development** 16. Consider the Myrtle Urban Conservation Village Design Overlay 2023-496 Amended and Restated Developer's Commitment Agreement; containing twenty-one (21) lots on 14.27 acres zoned A-1 (Agriculture), located on the southeast corner of Myrtle St and Lake Ave, approximately $\frac{1}{4}$ mile west of S Sanford Ave; (Z2023-05) (Zachary Miller, Applicant) District2 - Zembower (Annie Sillaway, Project Manager). **Development Services - Planning and Development** 17. Adopt the Resolution vacating and abandoning a portion of a 2023-513 fifteen (15) foot platted drainage and utility easement along the rear lot line on Lot 32 of Alaqua Lakes Phase 1, as recorded in the Public Records of Seminole County, Florida in Plat Book 52, Pages 70 to 80, more particularly known as 3220 Oakmont Terrace, Longwood; (Bernard Bajacan, Applicant) District5 - Herr (Doug Robinson, Project Manager).

Development Services - Planning and Development

Environmental Services

 Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Environmental One LLC effective from October 01, 2023 through September 30, 2024. Countywide (Oliver Bond, Solid Waste Division Manager) Environmental Services - Solid Waste Management

Public Works

- A proposed mediated settlement between Seminole County and AutoZone, Inc. as to Parcels 101 and 701 of the Oxford Road Improvement Project in Seminole County v. AutoZone, Inc. et al. Eminent Domain Case. District4 - Lockhart (Jean Jreij, P.E. Public Works Director/County Engineer) Public Works - Business Office
- 20. 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 \$500,000.00 for construction services for the Wekiva Springs Road Intersection Improvements Project. District3 - Constantine (Jean Jreij P.E., Public Works Director/County Engineer). Public Works - Engineering
- 21. Approve and authorize the Chairman to execute a First Amendment to Purchase Agreement related to Parcel No. 3 for 4.47± acres of land between Benchmark Contract Management II, Inc. and Seminole County for acquisition of property needed for the Midway Drainage Improvement Project (Tax ID #33-19-31-300-019A-0000) for \$1,051,500.00. District5 - Herr (Jean Jreij P.E., Public Works Director/County Engineer).

Public Works - Engineering

Board	of County Commissioners Meeting Agenda	May 23, 2023
22.	Approve and authorize the removal of approximately 1200 linear feet of existing 10-foot asphalt trail and replace it with approximately 1200 linear feet of concrete surface. The existing asphalt trail to be removed is located on the northside of E.E. Williamson Road, beginning just east of the I-4 overpass and ending just west of Woodlands Elementary School. D4 - Lockhart (Jean Jreij, P.E., Public Works Director/County Engineer)	<u>2023-562</u>
	Public Works - Engineering	
23.	Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Sanford relating to Jurisdictional Transfer of a portion of West 5th Street. District5 - Herr (Jean Jreij P.E., Public Works Director/County Engineer).	<u>2023-533</u>
	Public Works - Engineering	
24.	Approve and authorize County staff to issue County right-of-way permits to City Police Departments within Seminole County, upon their application, to place Automated License Plate Readers (ALPRs) on County traffic system infrastructure and right-of-way solely for the purpose of public safety, crime prevention, and investigative purposes and authorize County Traffic Engineering to work with the respective City Police Department personnel to facilitate the process. Countywide (Jean Jreij, P.E., Public Works Director/County Engineer)	<u>2023-540</u>
	Public Works - Engineering	
25.	Approve and authorize the Chairman to execute First Amendment to Short Term Lease Agreement between Seminole County and Thomas B. Ball, III, L.L.L.P., ending Florida Department of Health use for COVID response and changing function for new use by Office of Emergency Management - Emergency Telecommunications, District5 - Herr (Jean Jreij, Public Works Director on behalf of Alan Harris, Director of Emergency Management) Public Works - Facilities	<u>2023-502</u>

Board	of County Commissioners Mee	ting Agenda	May 23, 2023
26.	Approve and authorize the Char Amendment to Reflections of H Services Department Lease with 30, 2024 with an annual rent of District5 - Herr (Jean Jreij, Pub of Allison Thall, Community S Public Works - Facilities	idden Lake Community h a maturity date of September \$9,000 through June 1, 2024. Dic Works Director on behalf	<u>2023-516</u>
<u>Reso</u>	ource Management		
27.	Request Board approval to sub- U.S. Department of Transportat Infrastructure Discretionary Gra Federal funding with 20% local Charging Stations located in pu Seminole County. Countywide Director)	ion's Charging and Fueling nt requesting up to \$800,000 of matching funds to add EV blicly accessible locations in	<u>2023-525</u>
	Resource Management - Budge	et	
28.	Approve and authorize the Chain implementing Budget Amendment the Miscellaneous Grant Fund to grant from the Florida Bar for the Summer Intern program. Count Budget Director) Requesting D	ent Request (BAR) #23-047 in o appropriate \$3,000 from a e County Attorney Office tywide (Timothy Jecks, Division: County Attorney	<u>2023-519</u>
	Resource Management - Budge	et	
29.	Approve and authorize the Chain implementing Budget Amendment the General Fund to appropriate replacement of the playground a destroyed by arson. District1 (T Director) - Requesting Department	ent Request (BAR) #23-050 in e funding of \$75,007 for the at Lake Mills Park that was F imothy Jecks, Budget	<u>2023-553</u>
	Resource Management - Budge	et	
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Constitutional Officers – Consent Agenda

Board	d of County Commissioners Meeting Agenda	May 23, 2023
30.	Expenditure Approval Lists dated April 25 and May 2, 2023; and Payroll Approval List dated April 27, 2023. (Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office) Clerk of Court	<u>2023-536</u>
31.	Request to have the Board approve Central Florida Crime Line Program, Inc. to act as Seminole County's agent for the purpose of applying, receiving and distributing Crime Stopper Trust Fund dollars and providing authorization for the Chairman to sign the Letter of Agreement to be sent to the Attorney General and signing any associated documents necessary thereto upon award. Sheriff's Office	<u>2023-515</u>
<u>REG</u>	ULAR AGENDA	
32.	Consider a Resolution amending the Seminole County Administrative Code, Amending Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners (Rebecca Hammock, Project Manager). Development Services - Planning and Development	<u>2023-523</u>
<u>COU</u>	NTY MANAGER AND STAFF BRIEFINGS	
33.	Land Development Code Staff Briefing - Staff presentation on the full draft of the proposed Land Development Code Amendments and concurrent Comprehensive Plan Text Amendments. (Rebecca Hammock, Development Services Director and Eliza Harris Juliano, Kimley-Horn). Development Services - Planning and Development	<u>2023-313</u>
<u>COU</u>	NTY ATTORNEY BRIEFING	
Recess BCC Meeting Until 1:30 P.M.		
Reco	onvene Meeting at 1:30 P.M.	
Public Hearing Agenda		
ACC	EPT PROOFS OF PUBLICATION	

ACCEPT PROOFS OF PUBLICATION

PUBLIC HEARINGS - QUASI-JUDICIAL

Board	d of County Commissioners	Meeting Agenda	May 23, 2023
34.	(Industrial) and A-1 (Agrid for a proposed self storag located on Tuskawilla Ro Michael Blake Boulevard District2 - Zembower (Do	Rezone - Consider a Rezone from M-1 culture) to PD (Planned Development) ge facility on approximately 4.81 acres, ad approximately 200 feet south of (Z2022-20) (David Axel, Applicant) ug Robinson, Project Manager). Planning and Development	<u>2023-514</u>
PUB	LIC HEARINGS - LEGISLATI	<u>VE</u>	
35.	Authorize Changes to C Animal and Fowl - Stand (Alan Harris, Chief Adn	-	<u>2023-434</u>
	, ,	- Emergency Management	
36.	Chairman to sign the Re Seminole County Admin	Item ** Approve and authorize the solution adjusting changes to istrative Code 20.5 Animal Services Alan Harris, Chief Administrator) - Animal Services	<u>2023-435</u>
37.	Public Hearing to ena valorem capital assess Tuskawilla Lake Man completion and actual	ct Resolution confirming the non-ad ment for the Little Lake Howell/ Lake agement MSBU as per Phase I cost for Phase I restoration services. ichael A. Eason Jr, MSBU Program	<u>2023-535</u>
<u>COU</u>	NTY MANAGER'S REPORT		
<u>cou</u>	NTY ATTORNEY'S REPORT		
DIST	RICT COMMISSIONER REPO	<u>DRTS 3, 5, 1, 2 and 4</u>	
<u>CHA</u>	IRMAN'S REPORT		
FUT	URE AGENDA ITEMS - None	Requested	
<u>PUB</u>	LIC COMMENT (Items not Re	elated to the Agenda)	
<u>ADJ</u>	OURN 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.



Agenda Memorandum

File Number: 2023-538

Title:

Proclamation - Proclaiming Navy Seaman William F. Hyde, United States Navy as Seminole County's May Veteran of the Month. **(Seaman William F. Hyde, United States Navy)**

PROCLAMATION

OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING UNITED STATES NAVY SEAMAN WILLIAM F. HYDE FOR HIS OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY

WHEREAS, the brave men and women of our Army, Navy, Marines, Air Force, Coast Guard, and Space Force demonstrate a resolute spirit and unmatched selflessness, reminding us there are few things more American than giving of ourselves to make a difference in the lives of others; and

WHEREAS, throughout our country's history, generations of service members have answered the call to leave their families, their jobs, and put their futures and even their lives on the line to valiantly defend our nation; and

WHEREAS, for many service members, the sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty; and

WHEREAS, there are more than 30,000 living veterans in Seminole County who served our Nation in times of peace and war. Through their service, they kept America strong; and

WHEREAS, Seaman William F. Hyde enlisted in the United States Navy in January 1969, and proudly served onboard the USS FORRESTAL (CV 59) until he Honorably separated in December 1972; and

WHEREAS, Seaman William F. Hyde returned to his home in Florida in 1973 where he worked for IBM and General Electric for 13 years. Later in 1991, he was elected as Mayor of Dania Beach, FL. Following his second term as Mayor, he joined the Merchant Marines in 2002. He was responsible for moving fuel and ammunition in support of Operations Iraqi Freedom and Enduring Freedom. His efforts earned him the Merchant Marine Expeditionary Award, the only ribbon that can be awarded by the Merchant Marines. While performing these supportive assignments for the military, he and his family moved to Oviedo, and he continued to work for an additional five years. Upon separating from the Merchant Marines, he worked as a Network Administrator for DISTI, a simulation provider for five years throughout Central Florida until fully retiring in 2012; and

WHEREAS, Seaman William F. Hyde has been an invaluable member of the Oviedo American Legion Post 243 and the surrounding community for the past 14 years. He is a strong activist for making change through the political process advocating for local Zoning issues and Federal concerns for Merchant Marines recognition during combat operations; and

WHEREAS, Seaman William F. Hyde has brought great credit and distinction upon himself, the United States of America, the United States Navy, and Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Seaman William F. Hyde, for his outstanding service to the United States Navy and residents of Seminole County.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Seaman William F. Hyde, along with our sincere congratulations and recognition as Seminole County's

"Veteran of the Month"

ADOPTED this 23rd day of May 2023.





Agenda Memorandum

File Number: 2023-548

Title:

Proclamation - Affirming May 29, 2023, as Memorial Day in Seminole County (Jason Althouse, Veteran Services Manager)

PROCLAMATION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AFFIRMING MAY 29, 2023 AS MEMORIAL DAY IN SEMINOLE COUNTY, FLORIDA

WHEREAS, on Memorial Day, we pay solemn tribute to those brave Americans who served under the stars and stripes and laid down their lives to defend our freedom; and

WHEREAS, for more than a century, this holiday was known as Decoration Day and originally honored those lost while fighting in the Civil War; and

WHEREAS, following America's entry into World War I, Memorial Day evolved to commemorate American military personnel who died in all wars, including World War II, the Vietnam War, the Korean War, and the wars in Iraq and Afghanistan; and

WHEREAS, in 1915, after spotting a cluster of poppies, a brigade surgeon was inspired to write the poem *In Flanders Field*, giving a voice to soldiers who had died in battle and lay buried beneath poppy-covered grounds; the poem initiated a movement to make the poppy a symbol of tribute to all who have died in war and remains an emblem of remembrance to this day; and

WHEREAS, Congress, in a joint resolution approved May 11, 1950, provided that Memorial Day shall be set aside as a day of prayer for permanent peace and requested President Truman to issue a proclamation calling upon the people of the United States to observe each Memorial Day in that manner; and

WHEREAS, Monday, May 29th will mark the 153rd anniversary of Memorial Day; and

WHEREAS, more than 1.2 million American soldiers have died in conflicts, and more than 8,000 of these soldiers were from Florida; and

WHEREAS, today, over 1.3 million Americans serve in active military duty, 107,000 of whom are from Florida, while nearly 1 million Americans serve in the Reserves and National Guard; and

WHEREAS, on Memorial Day, and every day, the citizens of Seminole County must remember the servicemen and women who sacrificed their lives to ensure our own.

NOW, THEREFORE, BE IT PROCLAIMED that the Seminole County Board of County Commissioners does hereby recognize May 29, 2023, as

MEMORIAL DAY

AND BE IT FURTHER PROCLAIMED that the Board of County Commissioners requests that at 3:00 PM on Memorial Day, Seminole County residents voluntarily observe in their own way a moment of remembrance and respect, pausing from whatever they are doing to honor our military heroes and their valor.

ADOPTED this 23th day of May 2023

Amy Lockhart, Chairman Seminole County Board of County Commissioners



Agenda Memorandum

File Number: 2023-404

Title:

Proclamation - Proclaiming the Week of May 21st - 27th, 2023 as Emergency Medical Services Week in Seminole County (Matt Kinley, Fire Chief)

PROCLAMATION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROCLAIMING MAY 21st - 27th, 2023 AS EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care by the emergency medical services system consisting of first responders, paramedics, emergency medical dispatchers, firefighters, police officers, doctors, nurses, administrators and members of the public; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating Emergency Medical Services Week.

NOW THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida proclaim the week of May $21^{st} - 27^{th}$, 2023 as:

Emergency Medical Services Week: "Where Emergency Care Begins"

in honor of the men and woman whose diligence and professionalism provide emergency medical services to our citizens and visitors.

ADOPTED this 23rd day of May 2023

Amy Lockhart, Chairman Seminole County, Board of County Commissioners



Agenda Memorandum

File Number: 2023-549

Title:

Resolution - Recognizing Seminole County Public School Dividends Program 50th Anniversary (Debra Smith and Leslie Kleeb)

RESOLUTION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING SEMINOLE COUNTY PUBLIC SCHOOLS DIVIDENDS PROGRAM 50TH ANNIVERSARY

WHEREAS, Dividends is the Volunteer Program for Seminole County Public Schools (SCPS); and

WHEREAS, this volunteer program was created and sustained through sheer persistence, patience, and determination by Dede Schaffner and approved by the SCPS School Board on July 25, 1973; and

WHEREAS, on July 31, 1973, the first schools to host and reap the benefits of Dividend volunteers were Altamonte Elementary, Southside Elementary, and Rosenwald; and

WHEREAS, the program was nurtured and developed by Dede, The School Board, SCPS staff, and committed community members over the years; and

WHEREAS, Dividends currently has 30,000 registered volunteers who support the schools, students, and staff of Seminole County Public Schools; and

WHEREAS, the program currently provides an annual average of 700,000 volunteer hours to SCPS, resulting in approximately \$19 MILLION in savings; and

WHEREAS, the program has received state recognition, 4 national awards, 4 Walt Disney Community Service Awards; and

WHEREAS, Dividend volunteer program examples include classroom volunteers, Connections Mentors, Field Trip Chaperones, Healthy Hands, Growing Gardens, Living on My Own, Media Support, Office Support RAP, Take Stock in Children, and Volunteer Coach; and

WHEREAS, the Seminole County Extension/IFAS/UF supports Living on My Own, Healthy Hands, and Growing Gardens as part of a Memorandum of Understanding with the Dividends Program.

NOW, THEREFORE, be it resolved that we, the Board of County Commissioners of Seminole County, Florida, express our Congratulations to the Seminole County Public Schools Dividend Program for their 50 Years of Volunteerism in Seminole County Public Schools.

Adopted this 23rd Day of May 2023

Amy Lockhart, Chairman Seminole County Board of County Commissioners



Agenda Memorandum

File Number: 2023-550

Title:

Resolution - Recognizing the Lake Mary High School Boys Varsity Lacrosse Team (Garrick Robinson, Lake Mary High School Coach)

RESOLUTION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING THE LAKE MARY "RAMS" BOYS' LACROSSE TEAM FOR THEIR OUTSTANDING PERFORMANCE AND PERFECT SEASON

WHEREAS, on May 6, 2023, the Lake Mary "Rams" boys' lacrosse team forever forged its name in the record books by winning the FHSAA State Championship in Naples, Florida; and

WHEREAS, the Rams finished with an undefeated season (24-0) against some of the best teams in the State; and

WHEREAS, the Rams lacrosse team is only the second sports team in the history of Lake Mary High School to have a perfect season; and

WHEREAS, the Rams lacrosse team is currently ranked #3 in the nation,

according to MaxPreps; and

WHEREAS, Coach Garrick Robinson has been leading the Rams lacrosse team for nearly 12 years and said the team excelled throughout the season and their talent, teamwork and perseverance brought home the big win; and

WHEREAS, Seminole County is proud to recognize the outstanding performance and dedication by the athletes and the coaching staff of the Lake Mary "Rams" boys' lacrosse team.

NOW, THEREFORE, BE IT RESOLVED that the Seminole County Board of County Commissioners wishes to commend Lake Mary "Rams" boys' lacrosse team for their achievement on behalf of the residents of Seminole County.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

ADOPTED this 23rd day of May 2023

Amy Lockhart, Chairman Seminole County Board of County Commissioners



Agenda Memorandum

File Number: 2023-472

Title:

Resolution - Recognizing the 2023 Seminole Cultural Arts Council Artist of the Year Recipients (Saulius J. Jankauskas, MD and Irma Kirveliene)

RESOLUTION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

RECOGNIZING SAULIUS J. JANKAUSKAS, MD AND IRMA KIRVELIENE AS: ARTISTS OF THE YEAR

WHEREAS, the Seminole County Board of County Commissioners and the Seminole Cultural Arts Council (SCAC) acknowledge the important role the arts play in the quality of life of the residents of Seminole County and support the ARTIST OF THE YEAR program; and

WHEREAS, the Seminole County Board of County Commissioners wishes to acknowledge the contributions of individual Cultural Artists (performers, visual artists, historians, and authors) as ARTIST OF THE YEAR, who have contributed to the enrichment of Seminole County, and who are active in the community for the advancement of the arts; and

WHEREAS, the Seminole County Board of County Commissioners this year breaks with tradition by honoring two collaborating local artists, **Saulius J. Jankauskas**, **MD** (glass art and glass enamels) and **Irma Kirveliene** (internationally recognized faux finisher, muralist and restorer of fine furniture); and

WHEREAS, Longwood based board-certified plastic surgeon Saulius J. Jankauskas, MD and Irma Kirveliene, both of Lithuanian descent, both premier artists in their own right, pooled their considerable talents and dedicated their time for the Wayne Densch Performing Arts Center at the historic Ritz Theater in downtown Sanford, transforming the interior of the theater with art deco-inspired walls hung with Saulius' original art glass sconces; and

WHEREAS, Saulius J. Jankauskas, MD, a native of Detroit with a love of poetry, Lithuanian folklore, and religion, who has glass creations in private, corporate and museum collections, is also the head of research and development at Unique Glass Colors, LLC in Casselberry, developing new products and creating solutions to problems in glass enamels, and has served on the SCAC board for more than 10 years; and

WHEREAS, Irma Kirveliene, a graduate of Vilnius Academy of Art in Vilnius, Lithuania, is passionate about painting on canvas, mural art, and classical music, with exhibitions in the U.S. and Europe, often collaborates on residential and commercial projects with interior and large-scale event designers and donates her time and talent to Ronald McDonald Charities.

NOW, THEREFORE BE IT RESOLVED that the Seminole County Board of County Commissioners wishes to commend **Saulius J. Jankauskas, MD** and **Irma Kirveliene** for their efforts to promote the arts throughout Seminole County and Central Florida.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and presented to **Saulius J. Jankauskas, MD** and **Irma Kirveliene** with best wishes on their joint selection as 2023 ARTISTS OF THE YEAR.

ADOPTED, this 23rd day of May 2023.

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Amy Lockhart, Chairman Seminole County Board of County Commissioners



Agenda Memorandum

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

File Number: 2023-503

Title:

Presentation - Legislative Session Review (Oscar Anderson, Southern Group)

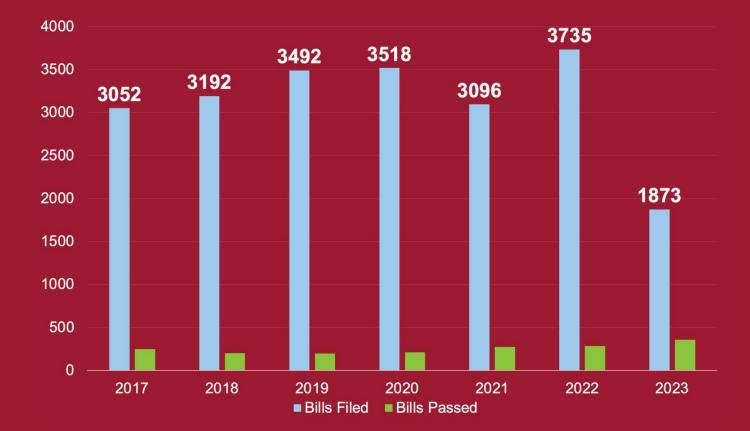
Seminole County 2023 Post-Session Update

SOUTH E GROUP

Oscar Anderson Kaley Slattery

Session Bill Stats

- **1,873** bills were filed this session, a record low.
- **356** bills passed **both** chambers.



Budget Highlights

The budget for Fiscal Year 23-24 totals **\$117 billion,** a **4.5% increase** over last year, and includes nearly \$11 billion in reserves.

Environment

- Everglades Restoration \$570 million
- Innovative Wastewater Technologies Grant Program \$10 million
- Florida Wildlife Corridor Land Purchase \$850 million
- Rural and Family Lands Protection Program **\$100 million**
- Florida Forever Recurring \$100 million
- Hurricane Ian and Nicole Recovery Grant Program\$350 million
- Hurricane Stormwater and Wastewater Assistance Grant Program (to assist local governments with the repair of hurricane-damaged stormwater or wastewater systems)- **\$100 million**
- Total Florida Forever Programs and Land Acquisition \$1.3 billion

Broadband and Cyber Security

- Local Government Cybersecurity Grants \$40 Million
- Broadband Equity, Access, and Deployment Funding and Broadband Digital Capacity Grant Program \$112.9
 million



3

Budget Highlights (continued)

Social Services

- State Apartment Incentive Loan Program (SAIL) \$259 million
- State Housing Initiative Partnership Program (SHIP) \$252 million
- Inflation Loan Program (CHIRP) \$100 million (reverts to SAIL if unused)
- Florida Hometown Heroes Downpayment Assistance Program \$100 million
- Affordable Housing (Live Local Act) \$711 million total

<u>Other</u>

4

- Visit Florida- **\$80M**
- Job Growth Grant Fund **\$75 million**
- Local Transportation Initiatives (Road Fund) Projects \$400.7 million

Currently, there has been no action from Governor DeSantis on the budget for FY 23-24.



Seminole County Budget Wins

Seminole County Septic to Sewer Conversion: Phase 1 Wekiva Priority Focus Area- \$1 million (Senate Form 1958) (House Form 299)

Seminole County Midway Drainage Improvements- \$1 million (Senate Form 1957) (House Form 2239)

Seminole County Lake Jesup Watershed Project - \$1 million (SF 1956) (HB 372)

NOTE: County by County Allocations (FY23-24) will be published once the state budget is approved.



Key Legislation

Local Government Issues

Land Use and Development Regulations-SB 1604/HB 439

Revises local comprehensive planning requirements by increasing the two required planning periods to a 10-year and 20-year period, from 5 and 10, and prohibiting local governments that fail to update their comprehensive plans in accordance with the 7-year EAR process from initiating or adopting any publicly-initiated plan amendments.

• Status: Approved by Governor DeSantis

Land and Water Management - HB 1197 / SB 1240

Would have prohibited local governments from adopting regulations, rules or ordinances relating to water quality, quantity, pollution control, discharge prevention or wetlands regulation and preempts to the State.

• Status: Did not pass

7

School Board Term Limits- HB 477/SB 1110

Reduces the length of consecutive years in office from 12 years to 8 years.

Status: Approved by Governor DeSantis



Key Legislation

Local Government Issues

FL Retirement System/ Special Risk Class Retirement Date- SB 7024/ HB 239

Changes the normal retirement date for Special Risk Class members to age 55 with 8 years of service or at any age with 25 years of service in the Special Risk Class and makes changes to the Deferred Retirement Option Program (DROP).

• Status: Passed, waiting for final approval by the Governor

Local Government Comprehensive Plans- SB 540/ HB 359

Bills provide attorneys fees to the prevailing party in a comprehensive plan or plan amendment challenge.

• Status: Passed, waiting for final approval by the Governor



Affordable Housing – "Live Local Act" (SB 102)

With regards to Florida Housing Finance Corporation (FHFC), the bill:

- Provides up to a \$5,000 refund for sales tax paid on building materials used to construct a state subsidized affordable housing unit.
- Creates a new tax donation program to allow corporate taxpayers to direct certain tax payments to the FHFC, up to \$100 million annually, to fund the SAIL program. Of these funds, up to \$25 million annually can be dedicated to loans for the construction of large-scale projects of significant regional impact.
- Adds two members to the FHFC Board of Directors, one appointed by the leader of each chamber of the Legislature.
- Broadens the ability for the FHFC to invest in affordable housing developments for those in or aging out of foster care.
- Establishes the Florida Hometown Hero down payment assistance program for first-time homebuyers with incomes at or below 150 percent of the area median income (AMI) and employed by a Florida-based employer. The bill appropriates \$100 million in non-recurring funds from the General Revenue Fund to implement this program.

With regards to other state-level resources, the bill:

- Revises the State Housing Strategy to align with current best practices and goals.
- Requires managers of state non-conservation lands to analyze whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.
- Expands Job Growth Grant Fund eligibility to specifically authorize public infrastructure projects that support affordable housing.
- Increases the amount of tax credits available through the Community Contribution Tax Credit Program for affordable housing from \$14.5 million to \$25 million annually.

Status: Approved by Governor DeSantis on March 29th



8

Affordable Housing – "Live Local Act" (cont.)

With regards to local governments, the bill:

- Preempts local governments' requirements regarding zoning, density, and height to allow for streamlined development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas under certain circumstances.
- Removes a local government's ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes provision in current law allowing local governments to impose rent control under certain emergency circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.
- Authorizes the FHFC, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

The bill also introduces three ad valorem property tax exemptions, which first apply to the 2024 tax roll:

- An ad valorem tax exemption for land owned by a nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing.
- An ad valorem tax exemption that applies to rent-restricted units within newly constructed or substantially rehabilitated developments setting aside at least 70 units for affordable housing for households earning 120 percent of the AMI or less.
- Authorizes counties and municipalities to offer, through ordinance, an ad valorem tax exemption to property owners who dedicate units for affordable housing for households earning 60 percent of the AMI or less.



8

Tax Package

HB 7063- Taxation

Contains provisions for tax relief and changes to tax policy including:

- Reduces the **sales tax rate on commercial lease**s from 5.5 percent to 4.5 percent beginning December 2023 (lasting until the rate is permanently reduced to 2 percent).
- 6 sales tax holidays
- 1-year sales tax exemption for certain **ENERGY STAR certified appliances** from July 1, 2023, through June 30, 2024.
- Requires future levies of tourist development tax to be by referendum and increases the population cap (from 225,000 to 275,000) under which certain counties are authorized to use up to 10 percent of their tourist development tax receipts on public safety expenses necessitated by tourism.
- Freezes the local communications services tax rates until January 1, 2026
- Appropriates \$35 million to reimburse local governments for the property tax refunds issued to property owners whose residential property was rendered uninhabitable by Hurricane Ian or Hurricane Nicole during calendar year 2022



Tax Relief



2023-2024 TAX PACKAGE

SALES TAX HOLIDAYS

INCLUDES



BACK TO SCHOOL

- 14 DAYS (JULY 24-AUGUST 6) & 14 DAYS (JANUARY 1-14)
- Clothing Items priced ^{\$100} or less
- School Supplies priced ⁵50 or less
- Computers and Related Accessories priced \$1,500 or less
- Learning Aids and Puzzles priced ⁵30 or less

DISASTER PREPAREDNESS

- 14 DAYS (MAY 27-JUNE 9) & 14 DAYS (AUGUST 26-SEPTEMBER 8)
- NEW Over-The-Counter Pet Medication priced ^{\$}100 or less and Common Household Consumables priced ^{\$}30 or less
- Increases Eligible Generators Pricing From \$1,000 to \$3,000



FREEDOM SUMMER 14 WEEKS (MAY 29-SEPTEMBER 4)

 NEW Children's Athletic Equipment priced ⁵100 or less & Toys priced ⁵75 or less



TOOLS FOR SKILLED WORKERS 7 DAYS (SEPTEMBER 2-8)

• Tools Used In Trades-Power Tools, Tool Belts and Boxes, etc.



10

Other Legislative Issues

Vacation Rentals-SB 714/HB 833

These bills gave more power to local governments to regulate vacation rentals in their communities. Specifically, the bills give the option for local governments to require registration and the collection of sales tax by renters.

• **Status**: Did not pass. The Senate bill passed and was sent to the House. House amended it and the Senate refused to concur with the House amendment so it Died in Messages.

HB 401 / SB 604 - Sovereign Immunity

The legislation would have significantly increase liability limits for state and local governments from \$200k per person and \$300k per incident.

• **Status:** Did not pass. The House Bill was only heard in 1 committee, while the Senate Bill was not heard in any committees.

HB 671 / SB 682- Residential Building Permits

Both bills would have shortened timeframes for local governments to approve or deny building permits and reduce permit fees in certain circumstances.

• **Status:** Did not pass. The House Bill was only heard in 1 committee, while the Senate Bill was not heard in any committees



11

Other Issues

The Legislature addressed **several key policy issues** this Session and passed legislation on the following issues:

- Immigration and E-verify
- Environmental, social, and corporate governance (ESG)
- Constitutional Carry
- Pharmacy benefit managers (PBM) Reform
- Tort Reform
- Tik Tok Bans
- Abortion Rights
- Fentanyl-related offenses
- Abandoned and historic cemeteries
- Enforcement of school zone speed limits



What's Next?

Freshmen class Leadership to be announced this summer

2024 Session Dates:

- Committee Weeks (7 total)
 - September 18-22
 - October 9-13
 - October 16-20
 - November 6-9
 - November 13-17
 - December 4-7
 - December 11-15
- Regular Session begins January 9th





Questions?





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-547

Title:

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

Division:

Resource Management - Budget

Authorized By:

Timothy Jecks, Division Manager

Contact/Phone Number:

407-665-7181





Economic Outlook and Portfolio Strategy

May 23, 2023

Scott McIntyre, CFA | Managing Director Scott.McIntyre@HilltopSecurities.com

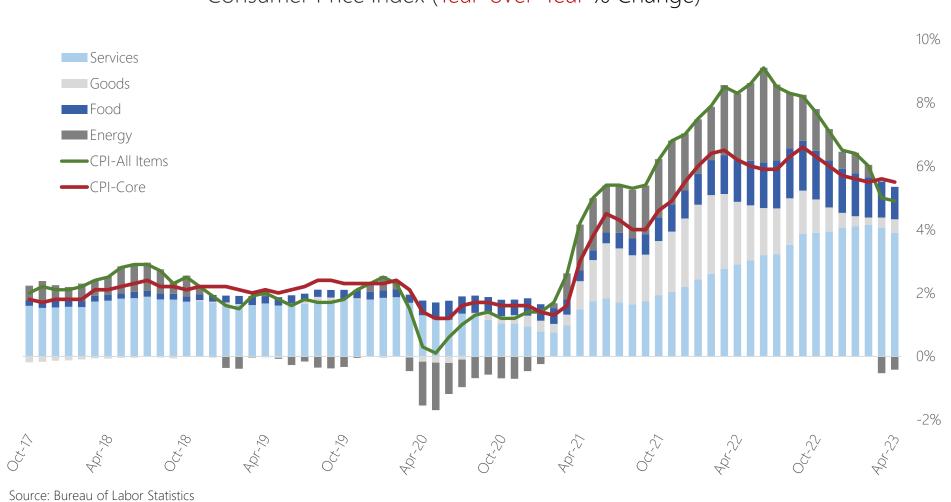
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- ✓ Debt ceiling crisis looms. *Treasury Secretary sounds alarm for early June*.
- \checkmark The <u>inflation</u> rate is decelerating, but remains well above target
- \checkmark The labor market remains resilient
- ✓ Banking system confidence remains fragile
- ✓ Is a recession on the horizon? GQ1 GDP report suggests a longer wait.
- ✓ Military threat brewing

Inflation

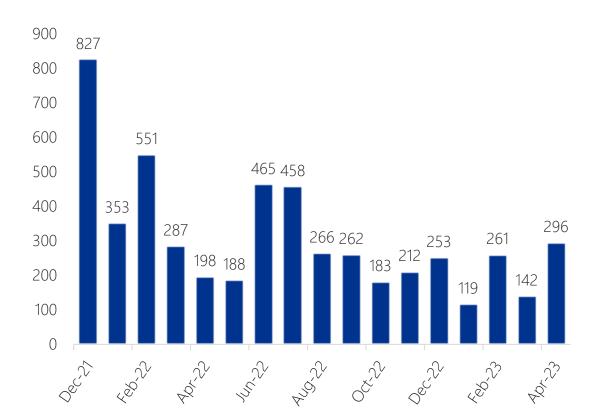




Consumer Price Index (Year-over-Year % Change)

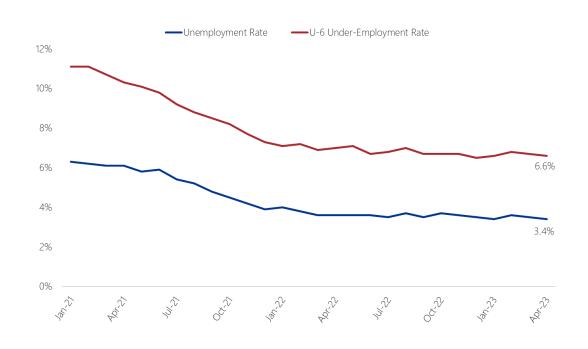
Employment

HilltopSecurities



Non-Farm Payrolls Total Change (in thousands)

Unemployment Rate



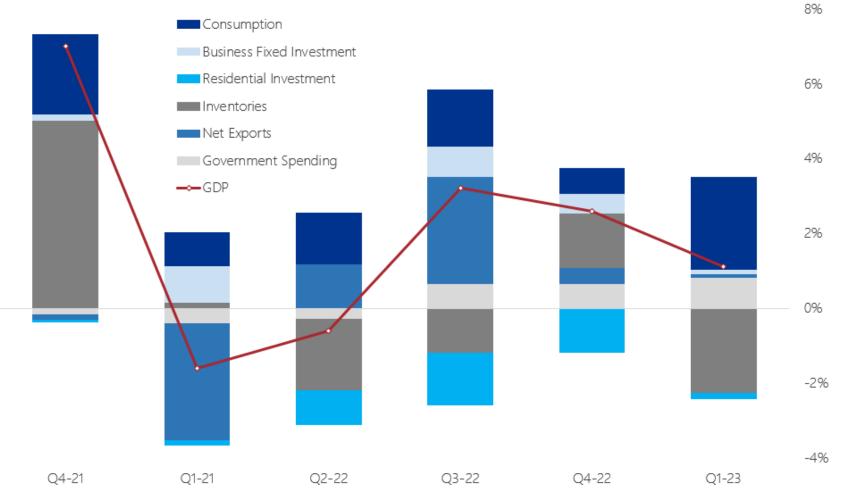
Source: Bureau of Labor Statistics

Source: Bureau of Labor Statistics

Economic Growth



Gross Domestic Product (Quarter-over-Quarter Annualized Percent Change)



Source: Bureau of Economic Analysis

4



U.S. Treasuries

4.76%	4.96%	5.35%
4.23%	4.69%	5.05%
3.77%	4.18%	4.33%
3.57%	3.90%	4.00%
	4.23% 3.77%	4.76%4.96%4.23%4.69%3.77%4.18%3.57%3.90%

Florida QPD Savings

• Multiple banks at 0.65% to 5.25%

Overnight Investment Pools

○ Fl. Prime	5.20%
o Fl. Trust	4.98%
o Fl. Class	5.09%
o Fl. Safe	5.14%
o FI. PALM	5.17%
o Fl. Star	5.08%

Notes and Recommendations



Upcoming Maturities:

- o 5/31/23 \$8 mm FHLB @ 4.66%
- o 5/31/23 \$20 mm T-note @ 1.71%
- o 6/1/23 \$10 mm FL PALM @ 2.76%
- o 6/2/23 \$10 mm FL PALM @ 2.06%
- o 6/2/23 \$10 mm FL PALM @ 5.09%
- o 6/7/23 \$15 mm FL PALM @ 5.14%
- 6/29/23 \$20 mm FL PALM @ 5.14%
- 6/30/23 \$7.5 mm FL PALM @ 3.63%
- o 6/30/23 \$20 mm T-note @ 0.27%

• *Recent Investments*:

Motion to implement recommendations of our financial advisor based on the report submitted today and recommend the Clerk implement said Board recommendations.

Recommended Purchases *

- o \$10 mm Agency June 2025 @ 4.55%
- o \$20 mm FL PALM June 2024 @ 5.10%
- o \$15 mm Agency Sept 2025 @ 4.50%

* Actual yields may be higher or low on purchase date.

Monthly expenses to be paid from maturing securities and balance in Florida Prime pool

Portfolio Snapshot (April 30 ... projected May 31)



	Apri	il 30 Portfolio		Proposed	Pro	jected May Pol	rtfolio
			Policy Limit				Policy Limit
Cash Equivalents	Allocation	Current %	Deviation	Invest / (Divest)	Allocation	Proposed %	Deviation
Bank QPD Funds	107,956,968	12.4%	-87.6%	-	107,956,968	12.4%	-87.6%
Florida Prime	14,531,048	1.7%	-28.3%	28,000,000	42,531,048	4.9%	-25.1%
Other Cash Pools	18,166,435	2.1%	-21.7%	-	18,166,435	2.1%	-24.0%
Total Liquid Funds	140,654,451	16.2%		28,000,000	168,654,451	19.4%	
Investments							
Treasuries	287,246,875	33.1%	-66.9%	-	287,246,875	33.1%	-66.9%
Agencies	297,522,087	34.3%	-45.7%	(8,000,000)	289,522,087	33.4%	-46.6%
MBS	1,312,714	0.2%	-29.8%	-	1,312,714	0.2%	-29.8%
Fixed Term Pool (PALM)	140,858,724	16.2%	-21.7%	(20,000,000)	120,858,724	13.9%	-24.0%
Repos	-	0.0%	0.0%	-	-	0.0%	0.0%
Munis	-	0.0%	-20.0%	-	-	0.0%	-20.0%
Corporates	-	0.0%	-10.0%	-	-	0.0%	-10.0%
Commercial Paper	-	0.0%	-20.0%	-	-	0.0%	-20.0%
CDs	-	0.0%	-25.0%	-	-	0.0%	-25.0%
Total Investments	726,940,400	83.8%		(28,000,000)	698,940,400	80.6%	
Total Portfolio	867,594,851	100.0%]		867,594,851	100.0%]
Avg Portolio Maturity in days	(as of 4/30)	278]		(Projected May)	266]
Portfolio by Maturity		Cur	rent		Propose	d *	
		Portfolio %	WA Yield		Portfolio %	WA Yield	
	Less than 90 days	34.3%	3.89%		34.3%	4.24%	
	3 - 12 months	30.0%	3.81%		34.2%	3.79%	
	Beyond 12 months	35.6%	4.09%		31.4%	4.15%	
	Total	100.0%	3.94%		100.0%	4.06%	
					0		

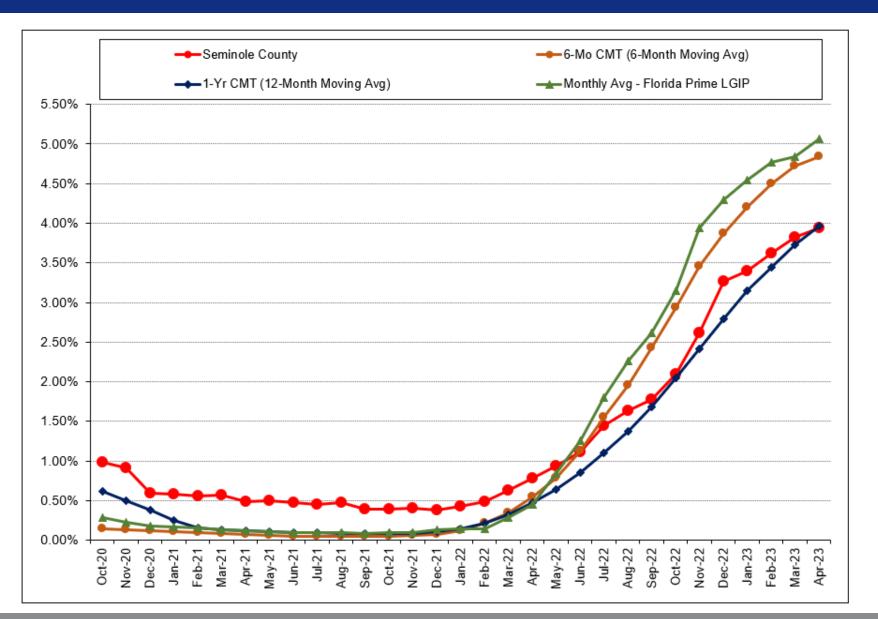
* Pro	posed	portfolio	%.

Portfolio Stats		4/30/23
	Avg. maturity:	277 days
•	Avg. yield:	3.94%
•	Fixed/Floating:	84% / 16%
	<90 days	\$297 mm

Es	Estimated Portfolio 5/31/23				
-	Avg. maturity:	266 days			
-	Avg. yield:	4.06%			
-	Fixed/Floating:	81% / 19%			
-	<90 days	\$342 mm			

Benchmark Comparison 4/30/2023

		6-Mo	1-Yr CMT	Monthly
	Seminole	CMT (6-	(12-	Avg -
		Month	Month	Florida
	County	Moving	Moving	Prime
		Avg)	Avg)	LGIP
Oct-20	0.98%	0.14%	0.62%	0.29%
Nov-20	0.91%	0.13%	0.50%	0.22%
Dec-20	0.59%	0.12%	0.38%	0.18%
Jan-21	0.58%	0.11%	0.26%	0.17%
Feb-21	0.56%	0.10%	0.15%	0.15%
Mar-21	0.57%	0.09%	0.13%	0.13%
Apr-21	0.49%	0.07%	0.12%	0.12%
May-21	0.50%	0.06%	0.11%	0.11%
Jun-21	0.47%	0.05%	0.10%	0.10%
Jul-21	0.45%	0.05%	0.09%	0.09%
Aug-21	0.47%	0.05%	0.09%	0.09%
Sep-21	0.39%	0.05%	0.09%	0.08%
Oct-21	0.40%	0.05%	0.08%	0.09%
Nov-21	0.40%	0.06%	0.09%	0.10%
Dec-21	0.38%	0.07%	0.10%	0.13%
Jan-22	0.43%	0.12%	0.14%	0.14%
Feb-22	0.49%	0.21%	0.21%	0.14%
Mar-22	0.63%	0.35%	0.32%	0.29%
Apr-22	0.78%	0.54%	0.47%	0.45%
May-22	0.93%	0.78%	0.64%	0.84%
Jun-22	1.11%	1.12%	0.85%	1.25%
Jul-22	1.45%	1.55%	1.10%	1.80%
Aug-22	1.63%	1.96%	1.37%	2.26%
Sep-22	1.77%	2.43%	1.68%	2.61%
Oct-22	2.10%	2.93%	2.05%	3.15%
Nov-22	2.61%	3.45%	2.42%	3.94%
Dec-22	3.27%	3.87%	2.79%	4.30%
Jan-23	3.40%	4.20%	3.15%	4.55%
Feb-23	3.62%	4.50%	3.45%	4.77%
Mar-23	3.82%	4.72%	3.73%	4.84%
Apr-23	3.94%	4.84%	3.96%	5.06%



HilltopSecurities.



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Andrea Cash | Portfolio Manager Andrea.Cash@HilltopSecurities.com

Alexis Correa | Investment Analyst Alexis.Correa@HilltopSecurities.com

Matthew Gomez | Investment Analyst Matthew.Gomez@HilltopSecurities.com 2700 Via Fortuna, Suite 410 Austin, Texas 78746 512.481.2009 HilltopSecurities.com



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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-546

Title:

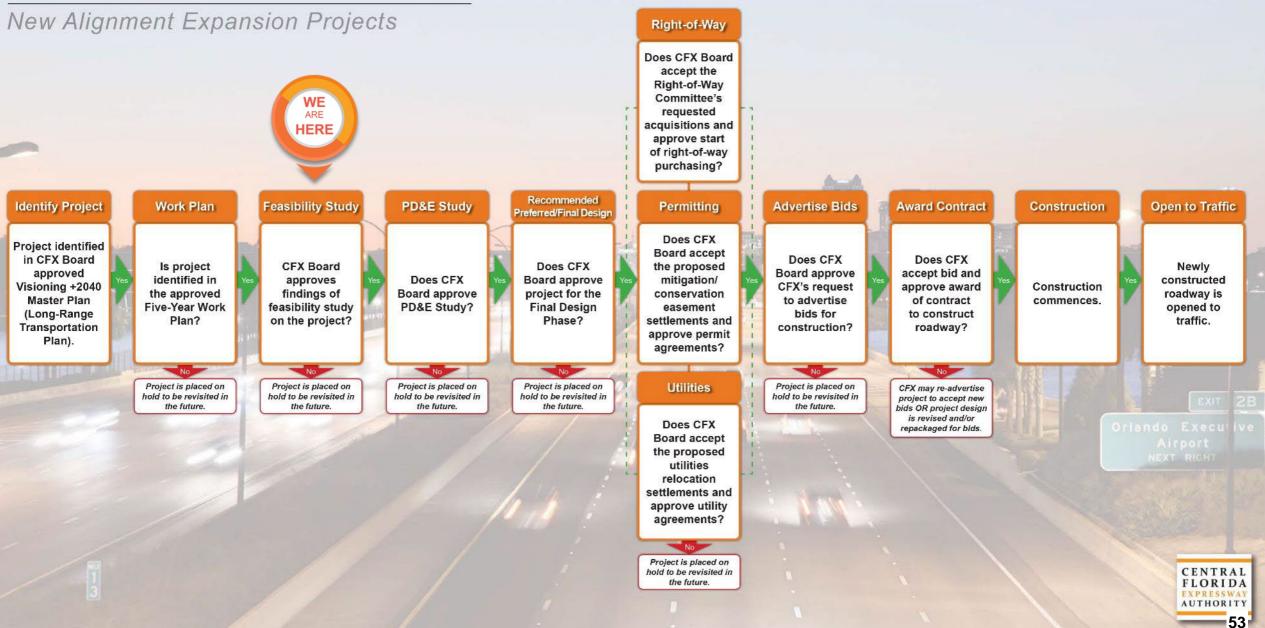
Presentation - 417/Orlando Sanford Airport Connector (Michelle Maikisch, CFX Executive Director, Glenn Pressimone, PE, CFX Chief of Infrastructure, Sunserea Gates, PE, VHB)



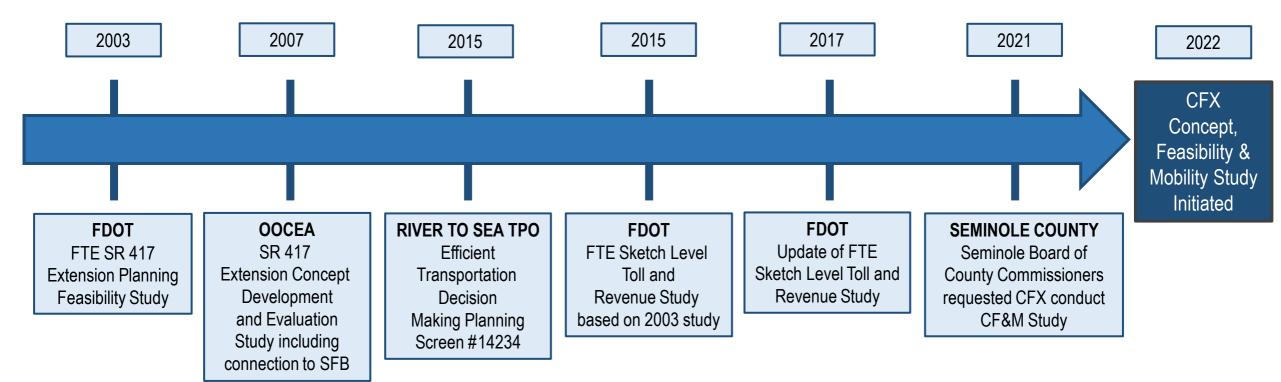
SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector Concept, Feasibility, and Mobility Study Seminole County Board of County Commissioners Michelle Maikisch, CFX Executive Director Glenn Pressimone, PE, CFX Chief of Infrastructure Sunserea Gates, PE, VHB – May 23, 2023 –

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PROJECT DEVELOPMENT PROCESS



Project Background





Identify Feasible Alternatives to provide a limited access connection within the study limits, including:

- Identify transportation mobility options
- Enhance direct access to the Orlando Sanford International Airport
- Enhance mobility for the area's growing population and economy
- Provide consistency with local plans and policies
- Promote regional connectivity
- Fulfill the recommendation of Seminole Board of County Commissioners to re-evaluate this corridor



CF&M Evaluation Criteria

Social

Environment

- Residential
- Business
- Schools
- Churches
- Fire Stations
- Law Enforcement Facilities
- Cemeteries
- Approved and Planned Developments

Physical Environment

- Noise Sensitive Areas
- ✤ Railroads
- Major Utilities
- Contamination Sites
- Hazardous Material Sites
- Industrial Sites
- Underground Fuel Tanks

Natural Environment

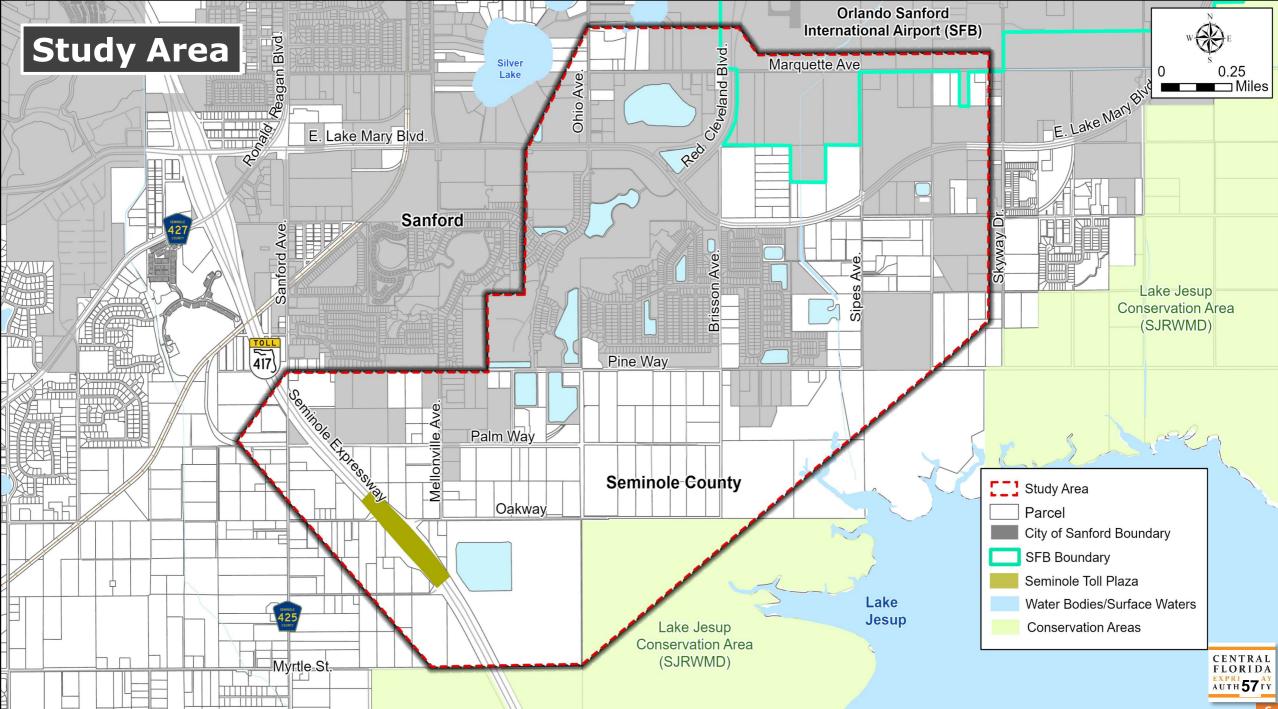
- ✤ Wetlands
- Floodplains
- Protected Species
- Wildlife Habitat

Cultural

Environment

- Parks & Recreation
- Public Lands
- Conservation Areas
- Trails & Greenways
- Potential
 - Archaeological Sites
- Potential Historic Resources





Purpose and Need

- Existing congestion at SR 417 and CR 427/East Lake Mary Blvd. Interchange
- Socioeconomic Growth
 - Airport projected to serve 2.7M passengers by 2037 (91% increase)
 - Seminole County population growth 21% by 2050
 - 10 planned developments or 55% of study area vacant lands
- Anticipated 2050 Traffic Growth
 - 54% increase on East Lake Mary Blvd. west of Red Cleveland Blvd.
- SR 417 and CR 427/East Lake Mary Blvd. Interchange Traffic Volume (2050)
 - Potential Connector diverts 17,000 vehicles/day
- Minimal decrease in traffic at SR 417 and Airport Boulevard Interchange (2050 Build)



Relieves Constrained Local Roadways

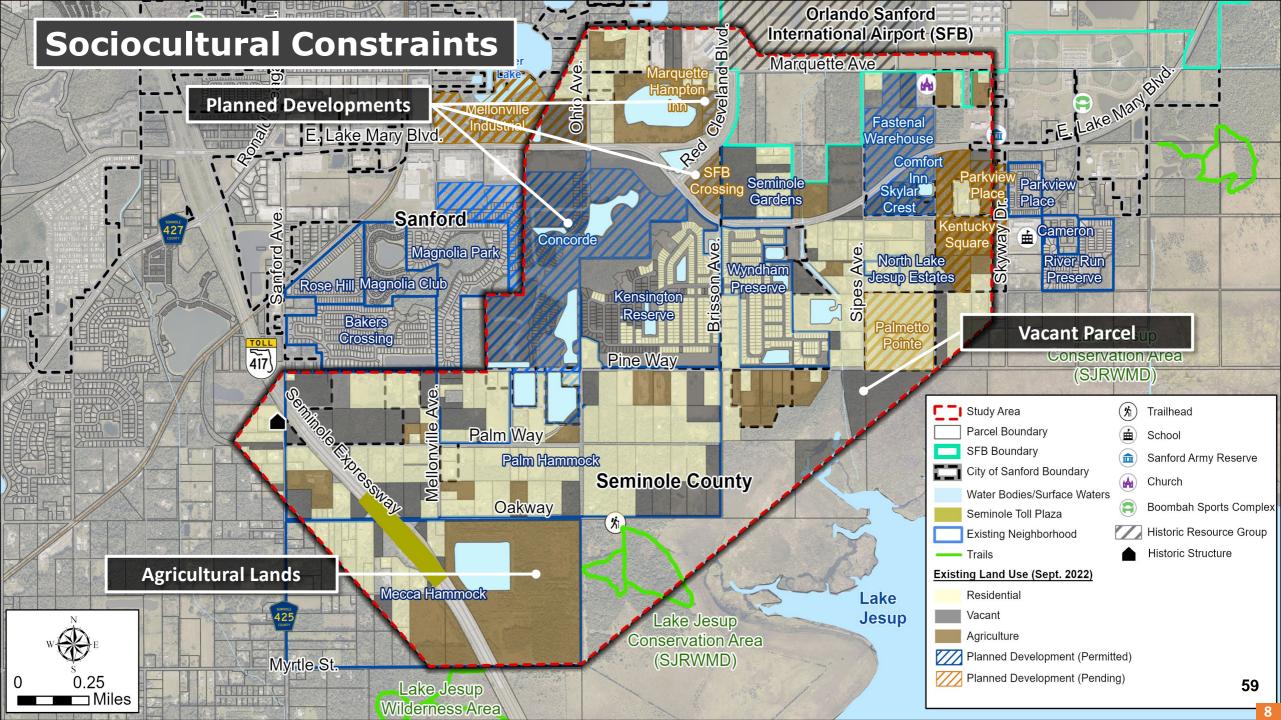


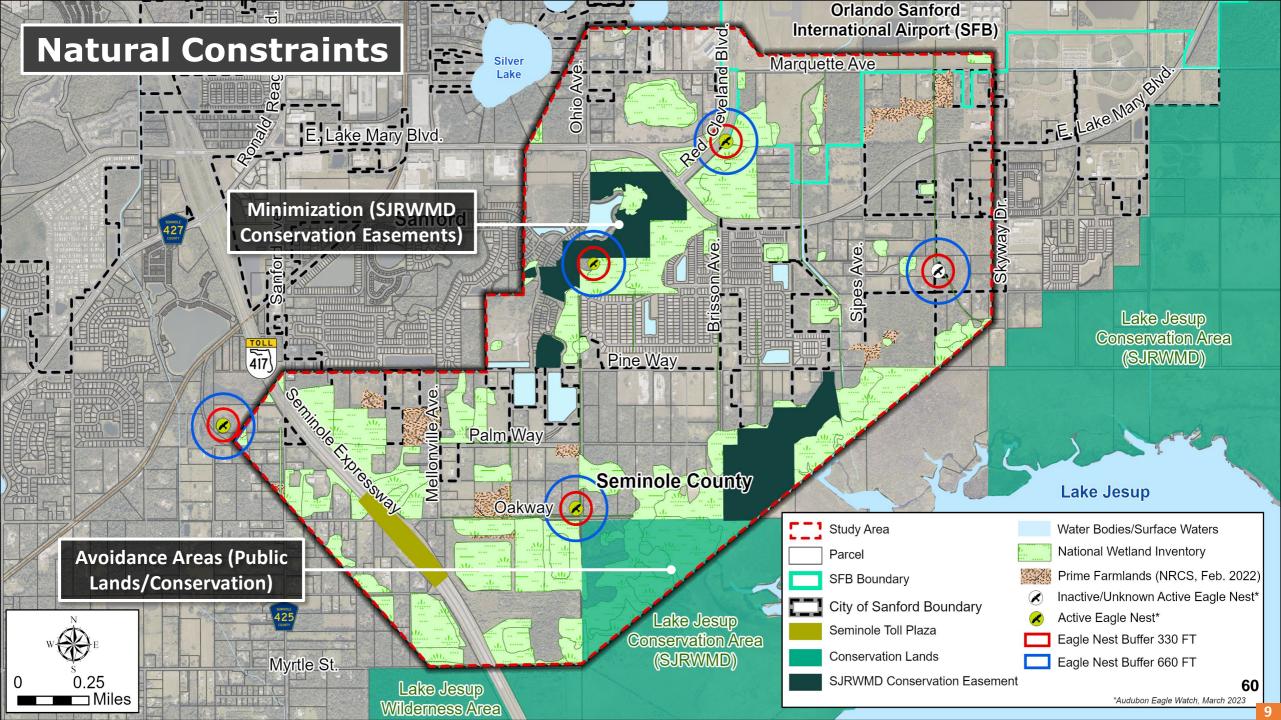
Supports Socioeconomic Growth



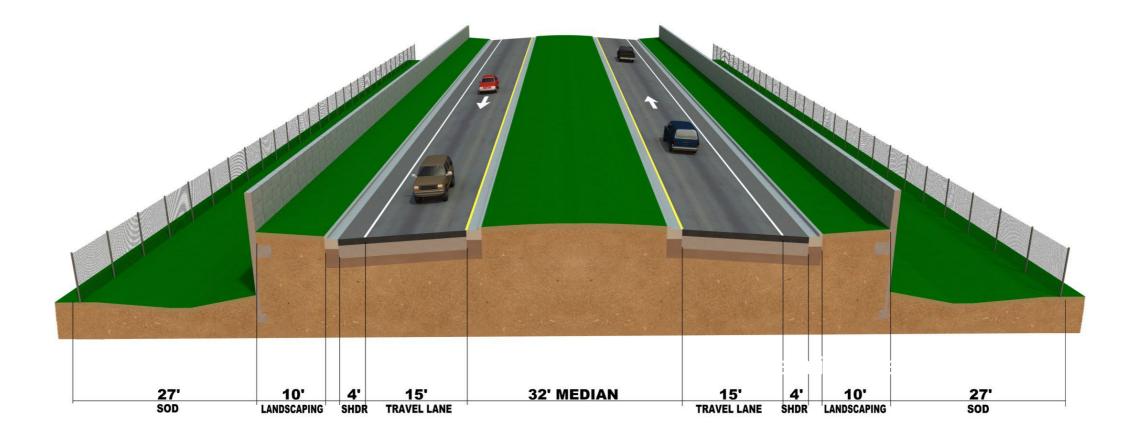
Improves Regional Connectivity







Proposed Connector Typical Section (2-Lane)



Design Speed = 45 mph Approximate ROW = 150 feet



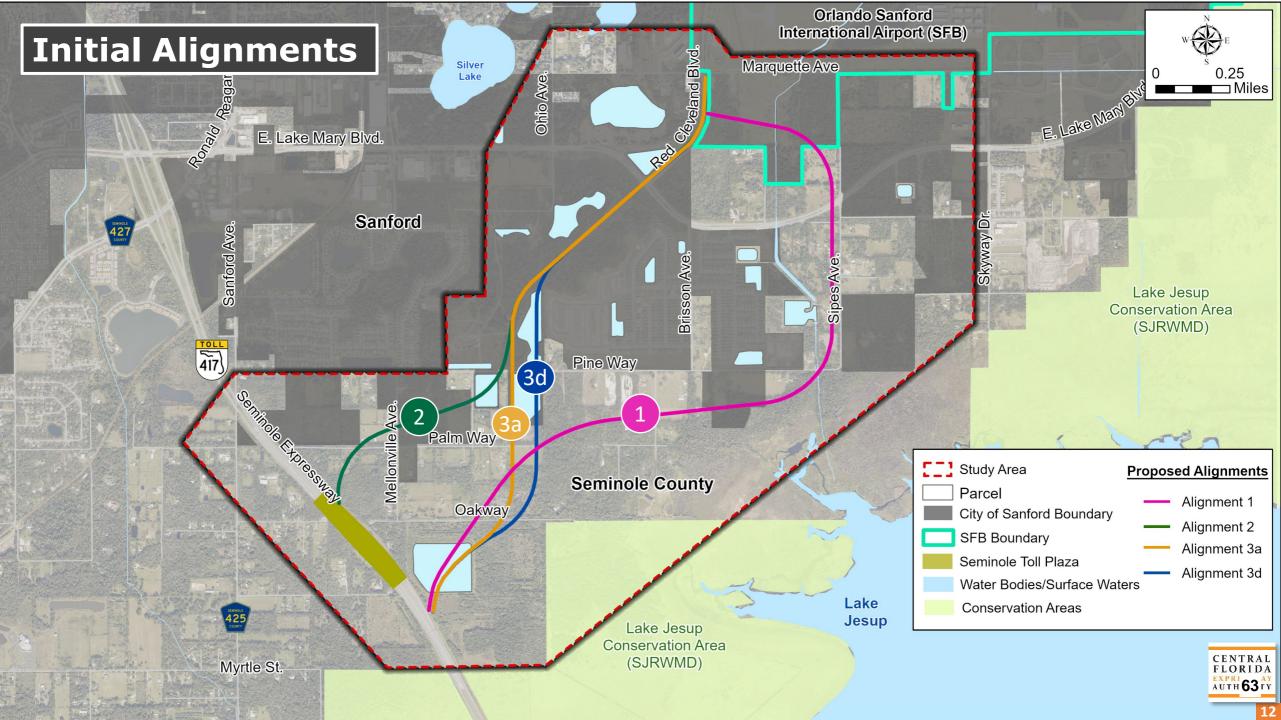
Proposed Interchange at East Lake Mary Blvd.



- Signalized Intersection
- Access to existing roadways maintained
- Full access to East Lake Mary Blvd.
- Improves future intersection operations



Preliminary Rendering



Range of Potential Impacts

- Project Length: 2.3 to 3.1 miles
- Projected 2050 AADT: 18,400 to 24,800 vehicles/day
- Anticipated Right-of-Way Needed: 53 to 71 acres
- Current Known Existing/Permitted Residential & Commercial Parcels: 19 to 50
- Public Lands: 0 acres
- Potential SJRWMD Conservation Easements: 2 to 14 acres
- Potential Wetlands: 7 to 19 acres
- Potential Floodplains: 0 to 2 acres
- Bald Eagle Nests in Area: 1 to 3 active nests
- Anticipated Federal-State/listed species involvement: Medium



Public and Agency Input

- Minimize proximity to Lake Jesup Conservation Area
- Avoid/Minimize impacts to SJRWMD conservation easements
- Review potential future wildlife connectivity
- Identify potential conservation mitigation opportunities
- Minimize wetland involvement at SR 417 interchange and consider elevated structures
- Avoid floodplain involvement and increased flooding
- ✓ Improve water quality
- Provide adequate stormwater management facilities and protect water resources
- Further evaluation of Alignment 2







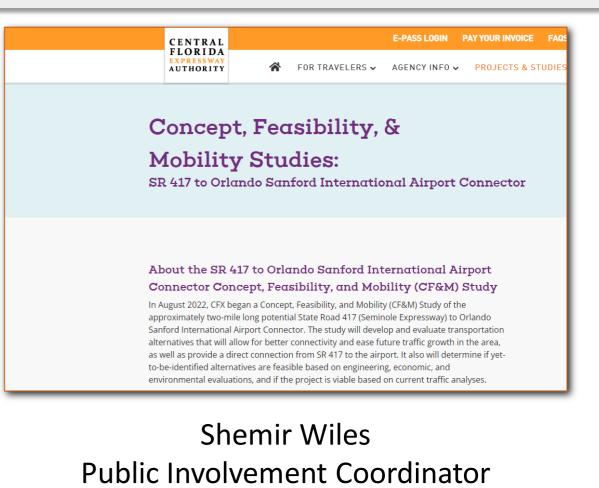
THOR 65



Public Involvement Opportunities

Public Meeting Anticipated June 2023

- Shortened study website address: <u>http://bit.ly/SR417AirportConnector</u>
- CFX Web Address:
 <u>www.CFXway.com</u>



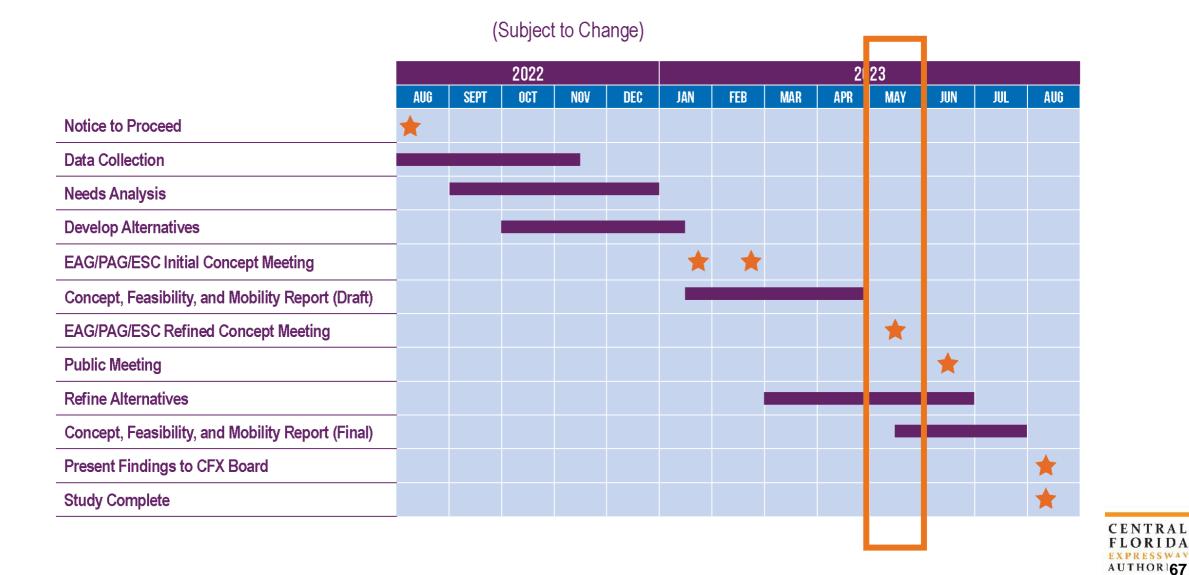
407-802-3210

ConceptStudies@CFXway.com



CENTRAL FLORIDA EXPRESSWAY AUTHORIG6

CF&M Schedule



16





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-551

Title:

Presentation - County Attorney Finalist (Renee Narloch, President - S. Renee Narloch & Associates)

Division:

County Manager Office - Business Office

Authorized By:

Meloney Koontz, Assistant County Manager

Contact/Phone Number:

407-665-7219

Seminole County, FL County Attorney Candidate List

ΝΑΜΕ	Most Recent/Current Position	ORGANIZATION
1. Annie Blanc	Claim Counsel, Bond & SI, First Party Crime	Travelers, Orlando, FL
2. Aleksandr Boksner	Deputy County Attorney	Sarasota County, FL
3. Joy Carmichael	Assistant County Attorney	Orange County Government, FL
4. Jennifer Cockcroft	Attorney	Lacey Lyons Rezanka, Melbourne, FL
5. Aurelio Garcia	Attorney, Contracts Division	City of Chicago, Department of Aviation, IL
6. Temika Hampton	Managing Attorney	Temika Hampton Law, PLLC, Orlando, FL
7. Katherine Latorre	Senior Assistant County Attorney	Orange County Government, FL
8. Rebecca Lavie	Assistant General Counsel	City of Jacksonville/JEA, FL
9. David Margolis	City Attorney	City of Clearwater, FL
10. Jon Martino	Senior Counsel	City of New York, NY
11. Desmond Morrell	Senior Assistant County Attorney	Seminole County Attorney's Office, FL
12. Diego "Woody" Rodriguez	General Counsel	Central Florida Expressway, FL
13. Michael Rodriguez	City Attorney	City of Apopka, FL
14. David Shields	Deputy County Attorney	Seminole County Attorney's Office, FL



SEMINOLE COUNTY, FL COUNTY ATTORNEY

RECOMMENDED CANDIDATES

May 2023

SEMINOLE COUNTY, FL COUNTY ATTORNEY

RECOMMENDED CANDIDATES

GROUP I

Aleksandr Boksner Deputy County Attorney, Sarasota County, Sarasota, FL

Katherine Latorre Senior Assistant County Attorney, Orange County Government, Orlando, FL

David Margolis

City Attorney, City of Clearwater, FL

Diego "Woody" Rodriguez

General Counsel, Central Florida Expressway Authority, Orlando, FL

GROUP II

Joy Carmichael

Assistant County Attorney, Orange County Board of County Commissioners, FL

Jennifer Cockcroft

Attorney, Lacey Lyons Rezanka, Melbourne, FL

INTERNAL

Desmond Morrell

Senior Assistant County Attorney, Seminole County Attorney's Office, Sanford, FL

David Shields

Deputy County Attorney, Seminole County Attorney's Office, Sanford, FL

ALEKSANDR BOKSNER

7749 Paddock Place, Davie, FL 33328, Phone (305) 216-6258

Email Toledo1998@aol.com

PROFESSIONAL EXPERIENCE

2022 - present	Sarasota County, Sarasota, FL Deputy County Attorney
2022 - 2022	Torcivia, Donlon, Goddeau & Rubin, P.A., West Palm Beach, FL Senior Associate Attorney
2009 - 2022	The City of Miami Beach, FL Chief Deputy City Attorney and General Counsel
2008 - 2009	Marion County, Ocala, FL Chief Assistant County Attorney
2005 - 2008	Charlotte County, Port Charlotte, FL Chief Litigation Attorney
2004 - 2005	NRT, Inc., Weston, FL Associate Counsel
2001 - 2004	Office of the State Attorney, Miami, FL Assistant State Attorney

2001	J.D., University of Toledo College of Law, Toledo, OH
1998	B.A., University of Cincinnati, OH

ALEKSANDR BOKSNER 7749 Paddock Place, Davie, Florida 33328 305-216-6258

SUMMARY OF PROFESSIONAL EXPERTISE AND STRENGTHS

- Twenty two years of extensive experience in advising on, operations, regulatory compliance, policies, procedures, financing and administrative guidance on government business practices, including legal management of regulatory departments, principles of civil, constitutional and administrative law, preparation of resolutions and ordinances, liaison with corporate vendors, contractors, citizens and external agencies on sensitive and controversial issues, and formation of cost-effective and goal-oriented legal compliance with emerging legal disputes (contractual and statutory).
- Strong government counsel orientation with extensive experience advising elected officials, government departments
 and the Office of the Inspector General on all aspects of governmental compliance and investigation, litigation
 (commercial, land use, construction, tort and appellate), sovereign immunity, employee relations, legislative
 process and procedure, contract formation and drafting, governmental procurement and purchasing (traditional
 procurement and Job Order Contracting), and various aspects of public/private development agreements,
 including modifications, operability studies and fiscal challenges, and in connection with these entities day-to-day
 business activities, interaction with vendors, contractors, federal and state entities and officials.
- Strong senior counsel with substantial experience in advising, and working with, elected officials (and government administration) and private business colleagues on various public/private governmental contracts and legal issues, risks, preferred outcomes and strategies.
- Strong substantive knowledge and analytical skills, with excellent judgment and ability to quickly and effectively identify, assess, communicate and resolve legal and, as appropriate, business issues as necessitated by municipal policy requirements, objectives and the law.
- Excellent interpersonal, communication (written and verbal), negotiating and drafting skills.
- Apply critical thinking to issues, demonstrating resourceful, pragmatic and creative approach to issue solving and addressing governmental entity and municipal-related policy objectives.

PROFESSIONAL EXPERIENCE

Sarasota County, Florida, a political subdivision of the State of Florida Deputy County Attorney, Sarasota, Florida	2022 to Present
Torcivia, Donlon, Goddeau & Rubin, P.A. Senior Associate Attorney, West Palm Beach, Florida	2022 to 2022
The City of Miami Beach, a municipal corporation <i>Chief Deputy City Attorney and General Counsel,</i> Miami Beach, Florida	2009 to 2022
Marion County, Florida, a political subdivision of the State of Florida Chief Assistant County Attorney, Ocala, Florida	2008 to 2009
Charlotte County, Florida, a political subdivision of the State of Florida Chief Litigation Attorney, Port Charlotte, Florida	2005 to 2008
NRT, Inc. Associate Counsel, Weston, Florida	2004 to 2005
Office of the State Attorney, Eleventh Judicial Circuit of Florida Assistant State Attorney, Miami, Florida	2001 to 2004
BAR ADMISSION AND EDUCATION	

Bar Admission: Florida, 2001 and Tennessee, 2008

University of Toledo College of Law, Toledo, Ohio

Juris Doctor, 2001

University of Cincinnati, Cincinnati, Ohio

Bachelor of Arts, 1998

LANGUAGES

English and Russian

DESCRIPTION OF EXPERTISE AND EXPERIENCE

Government Counsel

Extensive experience representing, advising, and rendering legal opinions to elected officials, managers/administers, boards, commissions, and other staff on all aspects of governmental business operations and governance, operations and policy initiatives, and other aspects of their regulatory compliance, business function, labor and employment, and litigation. Advised governmental entities in connection with their day-to-day activities and contractual relationships and obligations, including aspects pertaining to vendors, citizens, suppliers, contractors and employees, and reviewing and preparing agreements relating to such matters, including project specific agreements, Job Order Contracting, land use licensing and permitting, memorandums of understanding, mutual aid and cooperation assistance agreements and consent agreements. Experience in analyzing pending and proposed legislative (federal and state) action impacting the administration, operation and functionality of the governmental corporations, and the investigation of complaints and claims involving all aspects of government departments, staff and programs. General Counsel to the City of Miami Beach Inspector General and Office of the Inspector General.

Regulatory, Compliance and Litigation

Extensive experience ensuring compliance with municipal, state and federal ordinances, statutes, regulations and codes, including, Florida Building Code, National Fire Prevention Code, Local Government Code Enforcement Boards Act, Drug-Free Workplace Act, Florida Public Records Act, Florida Contraband Forfeiture Act, False Claims statutes and ordinances (Federal, state and local), Florida Uniform Traffic Control Law, Florida Vessel Safety Law, Whistle-blower's Act, Clean Water Act, Criminal and Civil Justice Policy Council, Bank Secrecy Act, 31 U.S.C. Section 5311 – 5332, Florida Anti-Fencing Act, Florida Communications Fraud Act, Florida Money Laundering Act, Florida Mutual Aid Act, Bert J. Harris, Jr. Private Property Rights Protection Act and Florida Land Use and Environmental Dispute Resolution Act. Experience as Chief Litigation Counsel for lawsuits in federal and state courts representing public entities for violation of the United States Constitution and Florida Constitution, defense of various statutory and common law causes of action, including regulatory taking, inverse condemnation, eminent domain, 5th Amendment taking under §1983, covenants of good faith and fair dealing, doctrine of recoupment, termination of contractual agreements for convenience, littoral takings, public records law, and all other litigation matters impacting governmental business operations.

Government Contracting

Extensive experience representing governmental entities in collaborating, documenting and completing contractual agreements pursuant to the Florida Interlocal Cooperation Act of 1969, and those contractual agreements involving purchase and sale, architecture and engineering, Federal cost reimbursement, administrative services, indemnity and hold harmless, independent contractor, sponsorship agreements, utility franchise, Capital Improvement Project (CIP) design build, risk services, licensing, invitation to bid (ITB), request for qualification (RFQ), request for proposals (RFP), professional services, artist, revocable permits and easements, concessionaire, street scape and management. Extensive experience in negotiating and drafting agreements documenting these contractual agreements, including terms, conditions, modifications, amendments, demands, cure letters, notices of default, as well as those documents mandating indemnification and the assertion of a legal defense. As part of each contractual agreement, managing and coordinate the involvement of relevant staff and professional experts in those areas which directly impact the specific governmental operations and functions.

Aleksandr Boksner Toledo1998@aol.com 305-216-6258

May 5, 2023

Ms. S. Renée Narloch, President Mr. Elliott Pervinich, Vice President S. Renée Narloch & Associates 2910 Kerry Forest Pkwy D4-242 Tallahassee, Florida 32309

RE: County Attorney Position – Seminole County, Florida

Dear Ms. Narloch/Mr. Pervinich:

Please accept this Letter of Interest and Resume regarding the County Attorney Position for Seminole County, Florida.

I am currently the Deputy County Attorney for Sarasota County, Florida, and provide legal counsel to the Sarasota County Commissioners, Sarasota County Sheriff, Sarasota County Clerk of the Circuit Court and County Comptroller, the County Administration and the various County Departments on legal matters or issues pertaining to Federal and state litigation, labor and employment or other legal matters that may impact the governmental functions of Sarasota County, Florida.

Equally important and before my employment with Sarasota County, I was the Chief Deputy City Attorney for the City of Miami Beach, Florida, and was responsible for overseeing and supervising the 23 employees of the Office of the City Attorney, the preparation of the Office's yearly budget, and various other management functions for the operation of the City Attorney's Office. Additionally, as the Chief Deputy City Attorney, I provided legal counsel to the Mayor and City Commissioners, the City Administration, and the various City Departments on a broad spectrum of legal issues impacting or involving the City of Miami Beach. More specifically, I was responsible for those matters that involved the City's federal and state litigation, governmental business operations in all respects, land use interpretation, drafting and litigation, statutory implementation, application and procedures, labor and employment, and many other numerous legal matters that directly or indirectly impacted the governmental functions of the City of Miami Beach.

In consideration of those unique qualifications that would be necessary for Seminole County's next County Attorney, my 22 years of legal knowledge representing Counties,

Cities and Towns, coupled with my extensive legal experience in local governmental law and those necessary skills that were obtained in the management of a high-intensity government legal office, would certainly make me the ideal candidate for this excellent position.

I look forward to discussing my qualifications in further detail and welcome the opportunity for an interview with the Seminole County Board of County Commissioners.

Thank you for your consideration.

Sincerely,

Isl Aleksandr Boksner

Aleksandr Boksner

JOY CARMICHAEL

Post Office Box 951247, Lake Mary, FL 32795, Phone (407) 619-5083

Email jc.electronicmail@gmail.com

PROFESSIONAL EXPERIENCE

2020 - present	Orange County Board of County Commissioners, FL Assistant County Attorney
2017 - 2020	Highlands County Board of County Commissioners, Sebring, FL County Attorney (2018-2020) Acting County Attorney (2017-2018) Assistant County Attorney (2017-2017)
1999 - 2018	Joy Carmichael, Attorney at Law, Lake Mary, FL Attorney (Solo Practice, Outside Counsel)
1993 - 1999	Orange County Board of County Commissioners, FL Assistant County Attorney

1992	J.D., University of Florida College of Law, Gainesville, FL
1989	B.A., Political Science, University of Central Florida, Orlando, FL

Joy Carmichael

Attorney at Law

Post Office Box 951247 Lake Mary, Florida 32795 407) 619-5083 jc.electronicmail@gmail.com

ATTORNEY PROFILE

An attorney with significant local government experience as a County Attorney, Assistant County Attorney, and outside counsel.

HIGHLIGHTS OF SKILLS AND EXPERIENCE

- Experienced in the broad range of responsibilities of a County Attorney
- Adept at advising government officials, members of advisory boards, and employees
- Proficient in drafting ordinances, resolutions, policies and procedures, and memoranda of law
- Excellent legal writer and thorough researcher

SIGNIFICANT ACCOMPLISHMENTS

Tourist Development Tax - Guided a Tourist Development Tax Committee and Board of County Commissioners in the legal process for increasing and allotting additional "pennies" to increase tourist development tax revenues **Land Use** – Advised a County Planning Division in a comprehensive revision of the County's land development regulationsOran

Public Safety – Guided a Board of County Commissioners in establishment of a countywide fire municipal service benefit unit that incorporated local municipalities

Commercial real estate – Assisted in communications with stakeholders to complete construction of a multimillion-dollar watershed impoundment structure for a county

Litigation – Successfully managed litigation involving bid protests, bond disputes, injunctions, and contract disputes pertaining to a construction project

WORK EXPERIENCE

ASSISTANT COUNTY ATTORNEY, Dec. 2020 - Present

Orange County Board of County Commissioners, Orange County, Florida

Areas of practice: Local government law, including land use and federal matters

Responsibilities: --Serving as legal counsel to the Board of Zoning Adjustment and handling other land use matters such as gated communities, roadway agreements, and Title VI compliance --Drafting ordinances, administrative regulations, contracts, and handling other assigned matters

COUNTY ATTORNEY, Feb. 2018 – Jul. 2020, ACTING COUNTY ATTORNEY, Oct. 2017– Feb. 2018 Highlands County Board of County Commissioners, Sebring, Florida

Areas of practice: Local government law, including real estate, land use, ethics, and procurement Responsibilities: --Served as internal legal counsel to the Board of County Commissioners

- Attended various meetings of the Board, including bi-weekly regular meetings, special meetings, and budget hearings
- Advised Board in "shade" meetings to discuss proposed settlement for pending litigation

- Drafted emergency resolutions and procured contract disaster relief services • for local states of emergency involving two hurricanes and COVID-19
- Handled legal process for placing a question on the ballot for consideration by voters
- Drafted various ordinances, including ordinances to expand use of infrastructure surtax dollars
- Discretely provided legal counsel to individual Commissioners to resolve questions pertaining to ethics and voting matters
- Engaged outside counsel, provided oversight, and reviewed billing
- Guided the Board through the legal process and criteria for establishment and maintenance of numerous municipal service benefit units, including a fire district that including municipalities within the County
- Guided the Board through the legal aspects of a private activity bond issue

--Handled all responsibilities related to management of the County Attorney's Office

- preparation and management of the office budget
- hiring, training, and advising Office staff
- --Advised and assisted County Administrator, department directors, managers, and other employees
- --Advised the Supervisor of Elections in matters involving litigation, ballots, and an election recount
- --Drafted ordinances, resolutions, administrative regulations, and personnel policies
- --Reviewed contracts related to real estate, construction, and procurement matters
- --Drafted pleadings, attending hearings, and represented the county in litigation

--Provided legal counsel in land use matters

ASSISTANT COUNTY ATTORNEY, Jun. 2017 - Oct. 2017

Highlands County Board of County Commissioners, Sebring Florida

Areas of practice: Local government law including real estate, land use, ethics, and procurement --Advised department directors, managers, and other employees

Responsibilities:

- --Reviewed contracts related to real estate, construction, and procurement matters
- --Drafted pleadings, attending hearings, and represented the county in litigation
- --Provided legal counsel in land use matters, including zoning matters
- --Provided legal guidance and oversight to the Economic Development Department,
- Planning and Zoning Commission and Board of Zoning and Adjustment
- --Advised the Code Enforcement Department in handling code enforcement matters

ATTORNEY (Solo Practice, Outside Counsel), Dec. 1999 to Feb. 2018

Joy Carmichael, Attorney at Law, Lake Mary, Florida

Areas of practice: Contract law, Real property law, Local government law, Estate planning, Appellate law Responsibilities: -- Provided legal representation to clients in land use and code

enforcement matters, including representation at public hearings

- --Advised and represented small businesses and not-for-profit entities in contract, general corporate, and real property matters
- --Researched and developed strategies for foreclosure defense matters
- --Provided outside legal counsel to the governments of Orange County, Florida, and
- the City of Orlando, Florida
- --Drafted appellate briefs
- --Drafted, reviewed, and negotiated commercial leases and contracts

ASSISTANT COUNTY ATTORNEY, Oct. 1993 to Dec. 1999

Orange County Board of County Commissioners, Orange County, Florida

Areas of practice: Local government law, e.g., Ethics (local public officials), Contracts, Real Property

Responsibilities: -- Drafted ordinances, resolutions, administrative regulations, and personnel policies

- --Provided legal counsel for the sale, lease and purchase of real property
- --Reviewed purchasing agreements and provided legal counsel to the Purchasing Department
- --Handled real property and commercial litigation matters for the Real Estate Management Department, the Housing and Community Development Department, and the Health and Human Services Division
- --Advised not-for-profit and charitable entities in the provision of community services
- --Provided general legal counsel to division directors, managers and advisory boards
- --Attended employee grievance hearings and provided legal guidance and handled appeals
- --Conducted seminars and presentations to interpret laws for employees
- --Addressed various issues on behalf of the Public Works and Public Utilities Department including matters pertaining to construction, sewer capacity, letters of credit, and rights-of-way

EDUCATION

J. D. degree, May 1992, University of Florida College of Law, Gainesville, Florida

B. A. degree (Major: Political Science; Minor: Business), May 1989, University of Central Florida, Orlando, Florida

PUBLISHED WORKS AND PRESENTATIONS

Carmichael, J., Annual Report of the Highlands County Attorney's Office (Fiscal Year 2018-2019)

Carmichael, J., Presentation on Contract Management and Workflow to Highlands County employees, October 2018 Carmichael, J., (co-author) *Liens*, Florida Jurisprudence, Vol.34 (2014)

Carmichael, J., (co-author) Cancellation, Rescission and Reformation of Contracts, Florida Jurisprudence, Vol. 9 (2011)

Carmichael, J., Estate Planning for Today and Tomorrow, presentations for local churches (2009, 2014)

Carmichael, J., (co-author) Trusts, Florida Jurisprudence, Vol.55A (2005)

Carmichael, J., Preemption of State or Local Law by Telecommunications Act of 1996 (47 U.S.C.A. §253), 195 A.L.R. Fed. 275 (2004)

Carmichael, J., Annual Update on the Ethics and Gifts Laws for Local Government Officials and Employees, an annual presentation provided to the Orange County Board of County Commissioners (1994 – 1996)

DISTINGUISHED SERVICE

Member of the following organizations: The Florida Bar, 1992-Present; Highlands County Bar Association, 2019-2020; Florida Association of County Attorneys (FACA), 2018-Present; FACA Public Safety Committee, 2019-2020; Orange County Bar, 2015 – 2016; Member, Orange County Bar Elder Law Committee, 2015 – 2016.

Admitted to practice in the following courts: The United States District Court (Middle District of Florida), 1993-Present; The United States Court of Appeals for the Eleventh Circuit, 1999-Present; The Supreme Court of the United States, 2000-Present.

Member, State of Florida New Motor Vehicle Arbitration Board, 1997-1999.

Volunteer teacher, Junior Achievement, 1993-1994.

Chairperson, Academic Affairs Committee, Law Student Association, 1991.

Joy Carmichael Post Office Box 951247 Lake Mary, Florida 32795 May 7, 2023

VIA E-MAIL DELIVERY S. Renee Narloch, President S. RENEE NARLOCH & ASSOCIATES 2910 Kerry Forest Parkway #D4-242 Tallahassee, Florida 32309

Re: Advertised position – Seminole County Attorney

Dear Ms. Narloch:

Thank you for the invitation to apply for the position of Seminole County Attorney. As an almost lifelong resident of Seminole County, I was especially pleased to receive the invitation.

As indicated in my resume, I have enjoyed a comprehensive experience practicing in the area of local government law. My legal experience includes serving county governments internally as a County Attorney and as an Assistant County Attorney, and externally as outside counsel for a municipality and a county, while maintaining a small private practice.

Please review my resume to learn more about my legal experience in advising a Board of County Commissioners in matters involving litigation; resolution of construction disputes; increasing tourist development tax revenues; revising land development regulations; and other matters of county governance.

I am positive that my broad legal experience in local government law and my familiarity in handling the internal procedures of a County Attorney's Office will benefit Seminole County.

In addition, I am familiar with the leadership team that has led the Seminole County Attorney's Office during Bryant Applegate's service as Seminole County Attorney. Each of us spent a significant amount of time practicing in the Orange County Attorney's Office where the practice of law has consistently been managed with professionalism and diligence in a collegial environment. Therefore, I am confident that the Seminole County Attorney's Office also exhibits those qualities. To utilize my skills and experience to continue the work that Bryant has begun in the Seminole County Attorney's Office would be a privilege.

Following your review of my resume, I look forward to an opportunity to interview with the Seminole County Board of County Commissioners.

Thank you for your time and consideration.

Sincerely, Joy Carmichael Joy Carmichael

JENNIFER COCKCROFT

Phone (321) 624-6109

Email jcockcroft@brighthouse.com

PROFESSIONAL EXPERIENCE

2022 - present	Lacey Lyons Rezanka Attorney
2022 - 2022	Block & Scarpa, P.A. Associate Counsel
2019 - 2022	City of Palm Bay, FL Deputy City Attorney
2016 - 2019	Stenstrom, McIntosh, Colbert & Whigham, P.A. Of Counsel
2004 - 2014	City of Kissimmee, FL Assistant City Attorney
1998 - 2004	Fulton County District Attorney, Atlanta, GA Senior Assistant District Attorney

1997	J.D., University of Florida College of Law, Gainesville, FL
1994	B.A., Legal Studies, University of Central Florida, Orlando, FL

JENNIFER D. COCKCROFT, ESQ., B.C.S. Email: jcockcroft@brighthouse.com Cell: (321) 624-6109

EDUCATION

University of Florida College of Law, Gainesville, FL	1997
Juris Doctor, Cum Laude	
University of Central Florida, Orlando, FL	1994

Bachelor of Arts in Legal Studies, Cum Laude

LEGAL EXPERIENCE

Lacey Lyons Rezanka

- Land use and zoning representation for private clients on various property issues, including entitlement research, property acquisitions, variances, easements, and property disputes.
- Preparation of variety of documents for submittals to local jurisdictions including zoning map • amendments, textual amendments.
- Legal research and analysis on property development matters.

Block & Scarpa, PA., Associate Counsel

- Municipal representation for Town of Indian River Shores as City Attorney.
- Contract counsel for City of Melbourne and City of Vero Beach, providing counsel on variety of • municipal issues as needed.
- Land use and development representation for private clients on property issues, including • entitlement research, property acquisitions, variances, easements, and property disputes.

City of Palm Bay, Florida; Deputy City Attorney

- In-house legal representation for a local municipal government.
- Day to day primary legal representation for all assigned City departments and others as needed.
- Serve as board counsel to citizen advisory boards and City Council, as assigned, providing legal advice on agenda matters prior to and during meetings as well as parliamentary procedure guidance and conducting quasi-judicial hearings.
- Conduct legal research, draft, review, and issue legal opinions on various documents and • correspondence including but not limited to contracts, development agreements, bonds, leases, easements, deeds, municipal ordinances, municipal resolutions, policies, procedures, liens, title opinions, land plats, and agenda items.
- Conduct personnel investigations to conclusion. •
- Provided legal guidance on labor matters as needed, including employees represented in variety of labor unions.

Stenstrom, McIntosh, Colbert & Whigham, P.A.; Of Counsel

- Outside counsel legal representation of local municipal governments.
- Represented in the following capacities: City Attorney for Sanford, Oviedo, Daytona Beach • Shores, Mount Dora and Webster, conflict counsel for City of Deland, backup Special Magistrate for Seminole County and Oviedo, and City of Kissimmee Code Enforcement Board attorney.

2022

2022 - Date

2019-2022

2016-2019

- Handled day to day city legal needs as well as litigation of foreclosures, forfeitures, nuisance abatement and quiet title actions.
- Served as board counsel to citizen advisory boards and city council/commissions, provided legal advice on agenda matters prior to and during meetings as well as parliamentary procedure guidance and conducted quasi-judicial hearings.
- Legal research, draft, review, and issue legal opinions on various documents and correspondence including but not limited to contracts, development agreements, bonds, leases, easements, deeds, municipal ordinances, municipal resolutions, policies, procedures, liens, title opinions, land plats, and agenda items.

City of Kissimmee, Florida; Assistant City Attorney

2004-2014

- In-house legal representation of local municipal government.
- Served as board counsel to all citizen advisory boards and City Commission, providing legal advice on agenda matters prior to and during meetings as well as parliamentary procedure guidance and conducting quasi-judicial hearings, code enforcement hearings.
- Day to day primary legal representation for all City departments.
- Legal research, drafting, review and opinions on various legal documents and correspondence including but not limited to contracts, bonds, leases, easements, deeds, municipal ordinances, municipal resolutions, policies, procedures, RFP's/RFQ's, releases/indemnifications, land development agreements, liens, title opinions, MOU's, land plats, JPA's.
- Conducted personnel and police internal affairs investigations to conclusion.
- Represented the City in a variety of court proceedings and hearings, including replevin actions, civil citations, red light camera violation hearings (approximately 200 trials), unemployment compensation hearings, ordinance violation prosecutions, and civil forfeiture actions of seized property.
- Consulted on pension board bargaining and labor union (police/fire) collective bargaining.

Fulton County District Attorney, Atlanta, Georgia; Senior Assistant District Attorney 1998-2004

- Felony prosecution of all criminal offenses from information or indictment through trial.
- Prosecuted cases in multiple divisions: grand jury, juvenile trial unit, major narcotics unit, and felony trial unit.
- Tried approximately 60 cases (bench and jury).
- Supervised 20 employees.
- Trainer for all new assistant district attorneys.

PROFESSIONAL ADMISSIONS AND MEMBERSHIPS

Florida Bar Member in Good Standing (2004) Georgia Bar Member in Good Standing (1998) Florida Bar Board Certified Specialist in City, County and Local Government Law (2018) Florida Bar Local Government Section Florida Municipal Attorneys Association

REFERENCES

Available upon request.

April 22, 2023

Seminole County Board of County Commissioners c/o S. Renee Narloch & Associates

Dear Ms. S. Renee Narloch,

Attached please find my resume for your review for the posted County Attorney position for the Seminole County, Florida. I hope that upon a review of my resume and credentials, will find that I have extensive experience in local government law and am an excellent candidate to be the next County Attorney for the Seminole County Board of County Commissioners.

I have over twenty years legal experience, primarily within Florida local government agencies as in house counsel. I began my career in Georgia serving as a felony prosecutor in Atlanta for six years during which I gained valuable management and trial experience.

After relocation home to Florida, I began practicing local government law to increase the breadth of my legal career by entering local government practice. I have remained in local government and land use practice since that time. I am also a Board-Certified Specialist in the area of City, County, and Local Government Law by the Florida Bar since 2018.

I believe I possess the requisite knowledge of local government agency operations and the legal needs of such agencies to fulfill the position which you have posted and will give my resume due consideration. I believe that I am duly suited and highly qualified to meet the needs of the County Commission of Seminole County, its Staff and its citizens.

Thank you for your consideration.

Sincerely, ennifer D. Cockcroft, Esq., B.C.S.

KATHERINE LATORRE

Winter Springs, FL, Phone (407) 415-5829

Email klatorre76@gmail.com

PROFESSIONAL EXPERIENCE

2014 - present	Orange County Government, Orlando, FL Senior Assistant County Attorney (2021-present) Assistant County Attorney (2014-2021)
2003 - 2014	Brown, Garganese, Weiss & D'Agresta, P.A., Orlando, FL Senior Attorney
2002 - 2003	State of Florida, Third District Court of Appeal, Miami, FL Law Clerk to Honorable Melvia B. Green (retired)

2002	J.D., Florida State University College of Law, Tallahassee, FL
1999	B.A., English & Business, Florida State University, Tallahassee, FL

Katherine Latorre

Winter Springs, Florida · klatorre76@gmail.com · (407) 415-5829

Florida Bar, admitted 2002 Florida Bar Board Certified Specialist in City, County & Local Government Law, 2008 – Present Florida Bar City, County, & Local Government Law Certification Committee, 2015-2021 (Committee Chair, 2019-2020)

Experience

Orange County Government Senior Assistant County Attorney Assistant County Attorney **Orlando, Florida** August 2021 – Present March 2014 – August 2021

- Manage and supervise team of assistant county attorneys and paralegals in the handling of a variety of legal matters for the general/administrative law section of the County Attorney's Office
- Responsible for the intake, assignment, and work product on legal matters for the County's Real Estate Management, Parks & Recreation, Capital Projects, Procurement, Corrections, Youth & Family Services, Fiscal & Business Services, Office of Management and Budget, Communications, Economic Development, Public Works, and Utilities Divisions
- Advise staff on legal issues related to Orange County Convention Center and the Tourist Development Tax
- Provide guidance to Board of County Commissioners and staff on levying various surtaxes and advise on authorized expenditure of revenue for same
- Routinely negotiate, prepare, and review contracts, easements, legal memoranda, leases, and grant agreements
- Provide counsel and communicate legal opinions to elected and appointed public officials and employees regarding ethics, gifts, dual office-holding, and financial disclosures
- Draft County ordinances, resolutions, administrative regulations, and policies
- Attend meetings of the Board of County Commissioners and numerous advisory boards as needed to provide legal counsel, conduct training sessions, and make presentations on proposed policy issues
- Regularly conduct training sessions on the Government in the Sunshine Law and the Florida Public Records Act
- Attend meetings of County administration and other senior management to provide legal counsel and develop strategy on diverse and complex County issues
- Liaison to Orange County Charter Review Commission during 2016 and 2020 cycles

Brown, Garganese, Weiss & D'Agresta, P.A.

Senior Attorney

- Served as primary assistant city attorney to multiple Central Florida municipalities
- Advised elected and appointed local officers and city staff on a wide variety of legal matters involving land use, employment law, permitting and development, general liability, annexation, code enforcement, public utilities, procurement, the Government in the Sunshine Law, the Florida Public Records Act, and ethics
- Attended public meetings as legal counsel to municipal governing bodies, planning and zoning boards, code enforcement boards, boards of adjustment, charter review committees, and community redevelopment agencies
- Performed research and analysis; prepared legal opinions, memoranda, ordinances, resolutions, administrative policies and procedures, and other regulatory documents; negotiated and drafted contracts, bid documents, easements, development agreements, special event agreements, construction contracts, and real estate documents
- Prepared and presented training sessions to elected and appointed public officials and city staff on issues related to the Government in the Sunshine Law, the Florida Public Records Act, quasi-judicial procedures, code enforcement, Roberts Rules of Order, and ethics
- Provided litigation support in state and federal court matters

State of Florida, Third District Court of Appeal

Law Clerk to Honorable Melvia B. Green (retired)

Miami, Florida August 2002 – August 2003

- Performed legal research and analysis related to Judge's case load
- Conducted analysis and summarized appellate briefs for judicial panel
- Assisted in preparation and drafting of majority, concurring, and dissenting opinions

Education

Florida State University College of Law

J.D., Cum Laude

- Law Review
- Moot Court
- FSU Summer Program in Law at Oxford

Florida State University

B.A. English & Business, Cum Laude

Tallahassee, Florida

Tallahassee, Florida

Katherine Latorre

Winter Springs, Florida · klatorre76@gmail.com · (407) 415-5829

May 3, 2023

Seminole County Board of County Commissioners c/o S. Renée Narloch & Associates 2910 Kerry Forest Parkway, D4-242 Tallahassee, Florida 32309

Re: County Attorney Position

Dear Board of County Commissioners:

Over the last 20 years, I have dedicated my legal career to the practice of local government law by representing multiple Central Florida municipalities and most recently, Orange County. As a nearlifelong resident of Seminole County, I am thrilled to apply for the position of County Attorney. I am confident that my experience and expertise in local government law make me an ideal candidate for the position.

I have extensive experience representing both elected and appointed public officials, serving as legal counsel during public meetings, and advising on complex and controversial issues. Since 2008, I have been Board Certified by the Florida Bar in City, County & Local Government Law. Board certification recognizes an attorney's special knowledge, skills, and proficiency in a specialized area of law, as well as professionalism and ethics in practice. The board certification process includes a rigorous application, a written examination, and peer reviews.

I have served in the Orange County Attorney's Office since 2014 and currently supervise the legal work of attorneys and paralegals in the office's general/administrative law section. I encourage collaboration among my team and the other attorneys in the office, and I take great pride in the quality of work produced and the interpersonal relationships I have established.

My work with a variety of local governments and dozens of elected officials throughout my career has allowed me to experience how different jurisdictions operate and to recognize the differing needs of each community. I am already familiar with Seminole County as a resident, and I look forward to learning more about the Seminole County Attorney's Office and how my skill set and experience can serve the legal needs of the County.

Thank you for your consideration.

Sincerely,

Kume

Katherine Latorre

DAVID MARGOLIS

2369 Podocarpus Way, Clearwater, FL 33759, Cell (407) 927-2717

Email DavidMargolis@email.com

PROFESSIONAL EXPERIENCE

2021 - present	City of Clearwater, FL City Attorney
2019 - 2021	City of Orlando, FL Chief Assistant City Attorney
2016 - 2019	Orange County Clerk of the Circuit Court, Orlando, FL General Counsel
2015 - 2016	City of Hollywood, FL Public Safety Legal Advisor (Senior Assistant City Attorney)
2011 - 2015	State of Florida, Orlando, FL Regional Legal Advisor (Assistant General Counsel) to Florida Department of Law Enforcement

2008	J.D., University of Miami School of Law, Coral Gables, FL
2005	B.S., Legal Studies, University of Central Florida, Orlando, FL

2369 Podocarpus Way Clearwater, Florida, 33759 Cellular 407-927-2717 DavidMargolis@email.com

EXPERIENCE

City of Clearwater, Clearwater, Florida

City Attorney: 2021 – Present

- Leads an office of twelve (12) employees with final authority regarding personnel decisions
- Negotiated a multi-parcel, \$400M development agreement and sale of City real estate that was subsequently approved by voters by a 2:1 margin in a November 2022 referendum
- Successfully negotiated on behalf of the Community Redevelopment Agency ("CRA") a purchase and redevelopment plan for sensitive real estate owned by the City's oldest church
- Balanced a wide array of stakeholder interests by reaching agreement with a new partner for long-term fixed base operator ("FBO") services for Clearwater Airpark
- Supervised a comprehensive rewrite of the City's impact fees for Parks and Recreation
- Negotiated an intergovernmental land exchange with the Pinellas Suncoast Transit Authority ("PSTA") while navigating environmental contamination on both sites
- Served as issuer's counsel during the City's \$30M bond issuance for Imagine Clearwater

City of Orlando, Orlando, Florida

Chief Assistant City Attorney: 2019 – 2021

- Managed a team of several in-house attorneys and paralegals assigned to public safety
- Presented "Hot Topics for the Municipal Attorney: Emergency Orders and COVID-19" to the Florida Municipal Attorneys Association (FMAA) in September 2020
- Served on the City's collective bargaining team for public safety
- Author: "From Policing to Parenting," *Police Chief Magazine*, published by the International Association of Chiefs of Police (July 2020 edition) this article educates law enforcement executives regarding maternity laws in the workplace

Orange County Clerk of the Circuit Court, Orlando, Florida

General Counsel: 2016 – 2019

- Chief in-house counsel for a constitutional officer employing nearly 500 people
- Graduate of Leadership Orlando, Class 95
- Successfully presented Orange County v. Singh, et al, 268 So.3d 668 (Fla. 2019) as amicus
- Represented the Clerk as primary liaison with judicial and legislative partners
- Amicably resolved a complex ADA lawsuit threatened by the U.S. Department of Justice
- Advised the Clerk and other stakeholders regarding Amendment 10, a proposal approved by the Constitution Revision Commission ("CRC") and ratified by voters in Nov. 2018

City of Hollywood, Hollywood, Florida

Public Safety Legal Advisor (Senior Assistant City Attorney): 2015 – 2016

• Served as in-house counsel for both the Police Department and Fire Department (combined budget of \$123 million)

- Directly supervised a paralegal and three court liaisons
- Oversaw outside counsel in several high profile employment and tort cases

State of Florida, Orlando, Florida

Regional Legal Advisor (Assistant General Counsel) assigned to the Florida Department of Law Enforcement: 2011-2015

- Promoted within State government to an in-house role with FDLE
- Advised the agency on wide-ranging matters including public records law, proposed legislation, and public integrity investigations
- Recipient of FDLE's annual "Contribution to Criminal Justice" award in 2015
- Presented an advanced civil forfeiture CLE for the Florida Association of Police Attorneys (FAPA): October, 2014 topics included Bank Secrecy Act and jurisdiction of the courts
- Submitted an *amicus* brief to the Massachusetts Supreme Court in *Commonwealth v. Leon Gelfgatt*, 11 N.E.3d 605 (Mass. 2014)(a case in which a lawyer was charged with fraud but refused to decrypt his encrypted devices for law enforcement to review)

Assistant State Attorney: 2008 – 2011

- Received the "Champion of Justice" award: November 2011
- Mothers Against Drunk Driving (MADD) Top Prosecutor of the Year: October 2011
- Tried more than two dozen cases to verdict as First Chair
- Litigated more than thirty appellate cases, including petitions for extraordinary writs

Seminole State College, Sanford, Florida

Adjunct Professor: 2010 – 2015

- Taught several semesters of "Business Law" and "The Legal & Ethical Environment of Business"
- Highest rated professor in the Legal Studies department at the time

EDUCATION

Florida Bar Board Certified Specialist in City, County, & Local Government Law: 2022

- Completed advanced continuing education in local government, and successfully passed a full-day, expert level exam administered by the Florida Bar
- Only 301 lawyers in Florida are currently certified as experts in local government

J.D., 2008

University of Miami School of Law, Coral Gables, Florida

- Graduated Cum Laude
- Inter-American Law Review, Associate Editor
- Dean's Certificate of Achievement (book award): Constitutional Law
- Dean's Fellow (teaching assistant): Torts (2007) and Criminal Procedure (2008)
- Honors in Litigation (highest grade in class): Trial Skills
- Merit Scholarship Recipient

B.S., Legal Studies, 2005

University of Central Florida, Orlando, Florida

- GPA: 3.79
- Thesis Honors: "The Constitutionality of Electronic Surveillance in the USA Patriot Act"
- Phi Kappa Phi National Honor Society (Top 10% of senior class)

David Margolis 2369 Podocarpus Way Clearwater, Florida, 33759 (407) 927-2717

April 24, 2023

S. Renee Narloch 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309

Dear Mrs. Narloch:

I am pleased to submit this application to serve as Seminole County's next County Attorney. I am a board-certified expert in local government, currently serving as City Attorney for the City of Clearwater. In that role, I lead an office of similar size and budget to the County Attorney's Office in Seminole County. Recent office accomplishments include optimizing attorney assignments, recruiting new talent, and implementing a merit-based pay plan. In addition, we deliver services under-budget by strategically selecting outside counsel and monitoring external billing.

I am also proud to support Clearwater's thoughtful approach to real estate. Our City Council has invested in affordable housing, modernized our impact fee system, created a new CRA district, and improved public services ranging from downtown parking to aviation. In each instance, the City Attorney's Office worked in tandem with City administration and elected officials to create legal structures that advance the City's goals and uphold the public trust.

As a shoreline community operating two marinas and encompassing one of America's most popular beaches, Clearwater shares Seminole County's commitment to conservation. During my time as City Attorney, we negotiated an energy-saving contract for City facilities, enhanced our waterborne transportation, demonstrated our regulatory compliance with potable water standards, and rehabilitated brownfields in a fiscally responsible way through voluntary tax credits.

Prior to joining the City of Clearwater, I represented major government stakeholders in the greater Orlando area. Earlier roles include Chief Assistant City Attorney for the City of Orlando, where I managed a team of lawyers and paralegals assigned to public safety; and General Counsel for the Orange County Clerk of Court. This experience representing a constitutional officer will prove invaluable in forging the strong intergovernmental relationships that are vital to a county's success.

Although I am very satisfied in my role as City Attorney, I was raised in Seminole County – and my parents remain in Seminole County to this day. It would be an honor to continue performing the work that I enjoy, while returning home to represent a community that is always in my heart.

Sincerely,

David Margalis.

David Margolis, B.C.S.

DESMOND MORRELL

Phone (407) 925-8750

Email DWMorrell7@gmail.com

PROFESSIONAL EXPERIENCE

2016 - present	Seminole County Attorney's Office, Sanford, FL Senior Assistant County Attorney (2018-present) Assistant County Attorney (2016-2018)
2014 - 2016	Office of the Public Defender, Ninth Judicial Circuit, Orlando, FL Assistant Public Defender
2013 - 2014	Joseph Morrell, Attorney & Counselor at Law, Orlando, FL Law Clerk
2012 - 2013	Howard University's Criminal Justice Clinical Law Program, Washington, DC Law Clerk

2013	J.D., Howard University School of Law, Washington, DC
2010	B.A., Political Science, University of Florida, Gainesville, FL

Desmond W. Morrell

(407) 925-8750 • DWMorrell7@gmail.com

EDUCATION

Howard University School of Law	Washington, DC
Juris Doctor, May 2013	-
Honors: Laverne Noyes Scholarship	
Student Bar Association Representative	
Highest-Grade Recognition: Agency, Partnership & the LLC (Fall 2012)	
Criminal Justice Clinical Law Program (Spring 2013)	
University of Florida	Gainesville, FL
Major: Bachelor of Arts, Political Science, May 2010; Cum Laude	
Minor: Environmental Studies	
Honors: Full Scholarship through Florida Bright Futures Program; Presidential Scholarship	
Seminole High School	Sanford, FL
International Baccalaureate Program Graduate, May 2006; Magna Cum Laude	

ADMISSIONS

Admitted to Florida Bar (2014); 9+years of Local Government Law & Litigation practice

LEGAL EXPERIENCE

Seminole County Attorney's Office

Senior Assistant County Attorney

Sanford, FL

 $June \ 2018-Present$

March 2016 – June 2018

- Serve as legal counsel for Seminole County's Board of Commissioners on issues pertaining to Labor & Employment, Planning & Development, Budget, Public Safety/Emergency Management, and the Fire Dept.
- Attend and participate in County Commission meetings and other duly noticed subsidiary and advisory board meetings, with an expectation to provide immediate guidance regarding legal and procedural issues.
- Adept at conducting quasi-judicial hearings; examples include, Dangerous Dog Hearings, Code Enforcement matters, Zoning matters, and Variance hearings.
- Attorney for County's Planning & Zoning Commission to assist with legal issues and quasi-judicial procedures pertaining to rezones, major amendments, large- and small-scale future land use amendments.
- Lead attorney for the County's Board of Adjustment to address legal issues regarding variance requests.
- Served alongside County's Leadership team to strategize the County's COVID-19 response efforts. Played an integral role in the preparation of Executive Orders, vendor agreements, interlocal agreements, temporary leases, and FEMA documents, while remaining legally consistent with both state and federal directives.
- Provided counsel to County's Grievance Board during four termination grievance hearings and drafted the Final Orders to support the Board's findings of fact or conclusions.
- Successfully defended the County in three (3) matters involving the Equal Employment Opportunity Commission. Allegations ranged from unlawful discrimination to retaliation; however, none were validated.
- Support County Management and Emergency Operations during Hurricane Ian & Hurricane Nicole by preparing all Executive Orders, Interlocal Agreements, and MOUs; knowing & interpreting all state and federal directives.
- Led County's decennial Redistricting Process from inception to conclusion, which resulted in new District Maps that were approved & adopted locally and certified by the state in 2021.
- Worked closely with staff and outside counsel to recover \$3.9+M in settlement funds as County's primary attorney in the nationwide Opioid Litigation.

Assistant County Attorney

- Served as legal counsel for issues pertaining to Community Development, grant compliance, affordable housing, public safety, animal services, public records, ethics and the Sunshine Law.
- Prepared and negotiated hundreds of contract agreements, demand letters, mortgages, and legal memoranda.
- Developed and reviewed ordinances, Administrative Code provisions and internal policies for County.
- Provided advice and analysis concerning any legal matters that arose during Hurricane Irma and the subsequent

recovery efforts; drafted all Executive Orders, lease agreements, and memoranda of understanding to aide in the County's response to the storm event.

Served as Counsel to County's 2017-18 Charter Review Commission.

Office of the Public Defender, Ninth Judicial Circuit

Assistant Public Defender

- Represented indigent clients charged with various Misdemeanor and Felony offenses through initial appearances, the discovery process, litigation, and any post resolution matters.
- Drafted and argued Motions to Suppress Evidence, Motions to Set/Reduce Bond, Motions in Limine, and • Motions to Dismiss: some of which resulted in reduced charges or complete dismissals.
- Prepared and served as counsel in more than 12 jury trials: DUI, Battery, Leaving the Scene of an Accident, • Disorderly Conduct, Illegal Discharge of a Firearm, and Resisting Officer without Violence.

Joseph Morrell, Attorney & Counselor at Law

Law Clerk

- Drafted civil and criminal pleadings & motions, helped prepare lead attorney as well as witnesses for depositions. •
- Attended court proceedings and client meetings to gather pertinent details and provide immediate research.
- Drafted contracts and other legal documents for use during City Code Enforcement proceedings.
- Howard University's Criminal Justice Clinical Law Program

Law Clerk

Represented indigent clients charged with various Misdemeanor and Felony offenses through initial appearances, • the discovery process, litigation, and any post resolution matters.

Congressional Internship on Capitol Hill

Legal Intern

- Researched statistics and created presentations pertaining to The Veterans Jobs Corps Act of 2012. •
- Wrote memoranda on the Stand Your Ground legislation in order to promote the Congressional understanding of the legal matters in the Trayvon Martin Case.

Law Offices of Gary, Williams, Finney, et al., P.L.

Legal Intern

• Drafted memoranda, conducted document review, and helped organize discovery items leading up to a complex negligence trial, which later resulted in a \$23 Billion dollar jury verdict.

PROFESSIONAL ACTIVITIES AND COMMUNITY ASSOCIATIONS

• Florida Bar Leadership Fellow, Class VI	Florida Assn. of County Attorneys,
• Florida Bar, Gov't and Public Policy Advocacy	General Governmental Committee Member
Committee Member	• Seminole County Inns of Court, Member
• Paul C. Perkins Bar Assn., President (2017)	• Seminole County Bar Association, Member
• 9th Circuit Professionalism Board, Member	• Virgil Hawkins Fla. Ch. National Bar Assn.
• Nat'l Black Lawyers Top 40 Under 40 (2022)	• Kappa Alpha Psi Fraternity, Inc., Member
	• Hamilton Elementary School, Volunteer

PROFESSIONAL REFERENCES

- **Solution:** Justice James E.C. Perry, *Retired Florida Supreme Court Justice* Phone: 407-332-7922 ; E-mail: jperry26@cfl.rr.com
- * Hon. Reginald Whitehead, Administrative Judge, Orange County Phone: 407-836-9583; E-mail: ctjurw1@ocnjcc.org
- ***** Thomas J. Wilkes, Former Orange County Attorney Phone: 407-843-8880; E-mail: tom.wilkes@gray-robinson.com
- **Structure** Bryant Applegate, Current Supervisor & Seminole County Attorney Phone: 407-665-7259; E-mail: bapplegate@seminolecountyfl.gov
- ◆ Brice Aikens, Former Supervisor & Board Certified Criminal Trial Lawyer Phone: 407-228-3838; E-mail: baikens@thelawman.net

May 2014 – March 2016

Orlando, FL

Orlando, FL

Washington, DC

September 2012 – May 2013

May 2013 – April 2014

Washington, DC January 2012- April 2012

June 2011- August 2011

Stuart, FL

97

Desmond W. Morrell 1380 Branch Hill Court Apopka, FL 32712 Dwmorrell7@gmail.com April 17, 2023

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

Dear Seminole County Board of County Commissioners:

I am writing to express my keen interest in the County Attorney position at Seminole County. After reviewing the job description and reflecting on my years working in the County Attorney's Office, I am excited about the opportunity to leverage my skills and experience to lead the County's Legal Department. I am confident that my qualifications align perfectly with the requirements of this role, and I am eager to support the Seminole County Attorney's Office in its mission to continue providing exceptional legal services to the Board of County Commissioners and its subsidiary departments.

As an attorney with more than nine years of experience in local government and litigation, I have developed a strong foundation in administrative and constitutional law, legal research, and trial work. I hold a Law Degree (JD) from Howard University School of Law, a Bachelor's Degree from the University of Florida, and I am a member in good standing with the Florida Bar. My current responsibilities within the County Attorney's Office include counseling commissioners and department directors on ethics, public records, & Sunshine Law considerations; planning & land use concerns; budgetary items; and myriad of long term projects such as the Opioid Litigation, the Charter Review Commission, and Redistricting, to name a few. Engaging in these sorts of projects, while keeping up with my day-to-day responsibilities, has honed my skills in providing effective legal counsel, strategizing for the County's long-term goals, and collaborating with my fellow attorneys to yield the best outcomes for the County.

One of my key strengths is my ability to analyze complex legal issues and provide practical solutions. This ability was highlighted during the County's Covid-19 response. Facing unprecedented government reach, the County's leadership relied on my analysis of the Governor's Executive Orders, Federal directives, and best practices of the medical community to promote the health and welfare of Seminole County's residents. Proudly, we maintained one of the lower positivity rates in the State and promoted the moniker that Seminole County was open for business, so as to promote economic stability, mental peace, and a sense of normalcy, despite the precautions we were taking.

I am also known for my attention to detail and my ability to communicate legal concepts effectively to both legal and non-legal audiences. These skills become necessary in many of our quasi-judicial proceedings as I explain to both the Board and members of the public the procedural posture for the hearings as well as identifying the legal issues at play.

In addition to my legal expertise, I am a team player with excellent communication skills, both written and verbal. During my tenure with Seminole County, I have collaborated with attorneys from top firms in the private sector, solo practitioners, and fellow local government attorneys on key items such as interlocal agreements, joint planning agreements, regional planning initiatives, and emergency response matters. I pride myself on maintaining a stellar reputation in the community, as evidenced by my appointment to the 9th Judicial Circuit's Professionalism Panel, my selection to the National Black Attorney's Top 40 under 40, and my selection to the Florida Bar's Leadership Academy.

I am also proficient in managing and supervising legal staff, as evidenced by my experience leading the hiring process of the County's two newest attorneys, while continuing to serve in my daily role as lead attorney in all matters related to Emergency Response, Labor & Employment, Ethics and the Sunshine Law.

Thank you for considering my application. I look forward to discussing how my skills and experience align with the needs of Seminole County in more detail. Please find my resume attached for your review. I am available for an interview at your earliest convenience.

Sincerely, Q W. M_M

Desmond W. Morrell, Senior Assistant County Attorney

DIEGO "WOODY" RODRIGUEZ

401 Adams Drive, Maitland, FL 32751, Cell (321) 663-7884

Email Woody.Rodriguez@gmail.com

PROFESSIONAL EXPERIENCE

2019 - present	Central Florida Expressway Authority, Orlando, FL General Counsel
2010 - 2019	Orange County School Board, Orlando, FL General Counsel
2005 - 2010	Marchena & Graham, Orlando, FL Partner
2000 - 2005	Orange County Attorney's Office, Orlando, FL Assistant County Attorney
1998 - 1999	Grower, Ketcham, Moré, Rutherford, Noecker, Bronson & Eide, P.A., Orlando, FL Associate
1995 - 1998	The Florida Senate Committee on Regulated Industries, Tallahassee, FL Legislative Analyst

1995	J.D., Florida State University College of Law, Tallahassee, FL
1992	B.A., English, Florida State University, Tallahassee, FL

DIEGO "WOODY" RODRIGUEZ 401 Adams Drive Maitland, Florida 32751 Woody.Rodriguez@gmail.com • (321) 663-7884 (Cell)

EMPLOYMENT:

Central Florida Expressway Authority, General Counsel

October 2019 to Present - Orlando, Florida

Serve as General Counsel to the Central Florida Expressway Authority advising the Executive Director and Board on a variety of legal matters including real estate acquisitions, general transactional matters, environmental permitting and bond issues. Manage outside firms with the acquisition of real estate through eminent domain, oversee the defense of all claims and work collaboratively with local governments in developing transportation solutions. Advise procurement director on procurement policies and contractual issues including performance bond claims.

Orange County School Board, General Counsel

June 2010 to October 2019 - Orlando, Florida

Served as General Counsel to the Orange County School Board advising the Board on a variety of legal matters including public education policies, public records disclosures, government-in-thesunshine requirements, labor relations, negotiation of settlements, compliance with ethics and election laws, employment law matters, student expulsions, general transactional matters, land use issues and construction and finance issues. Manage outside firms and an in-house legal team that provides complete legal support to Orange County Public Schools, the 9th largest school district in the country and the 2nd largest employer in Orange County.

Marchena & Graham, Partner

January 2005 to June 2010 - Orlando, Florida

Served as General Counsel to the Orange County Supervisor of Elections, Bill Cowles and represented the Orange County Property Appraiser's Office and Bill Donegan in civil litigation specializing in valuation and agricultural exemption matters, including a \$3.7 million tax award in *H.E. Orlando v. Donegan*. Served as lead counsel to the 2007 Orange County Charter Review Commission, lead counsel to the Orange County/City of Orlando Consolidation of Services Study Commission, Special Master to the Ground Transportation Committee for the Greater Orlando Aviation Authority and represented the Orange County School Board on conflict eminent domain matters. Represented non-government clients in general civil litigation and transactional matters.

Orange County Attorney's Office, Assistant County Attorney

January 2000 to January 2005 - Orlando, Florida

General Counsel to the Orange County Supervisor of Elections, Bill Cowles. Lead counsel for the 2001 Orange County Redistricting Advisory Committee. Represented Orange County in general civil litigation matters with a concentration on civil right claims, condemnation actions, contractual disputes and land-use issues.

Grower, Ketcham, Moré, Rutherford, Noecker, Bronson & Eide, P.A., Associate

August 1998 to December 1999 - Orlando, Florida

General insurance defense litigation with a concentration in workers compensation matters and §1983 civil rights claims representing Orange County and the Orange County Sheriff's Office.

The Florida Senate Committee on Regulated Industries, Legislative Analyst

September 1995 to August 1998 - Tallahassee, Florida

Assisted state senators by preparing, analyzing, and tracking legislation and making presentations to appropriate committees on issues related to the regulation of alcohol, tobacco, parimutuel wagering, timeshares and condominium associations. Provided legal advice and research on challenged congressional and senate districts. *See, Lawyer v. Department of Justice,* 521 U.S. 567 (1997). Reported on the Florida House of Representatives Reapportionment Public Hearings. Provided legal assistance and counsel to the 1998 Constitutional Revision Commission.

BAR ADMISSIONS:

Board Certified, City, County and Local Government Law, 2006-Present Certified Civil Mediator, Florida Supreme Court, 2006-Present Registered Parliamentarian, National Association of Parliamentarians, 2011-Present United States Court of Appeals, Eleventh Circuit, 2010 Southern Federal District of Florida, 2005 Middle Federal District of Florida, 1998 Northern Federal District of Florida, 1997 State Bar of Florida, 1995

VOLUNTARY BAR MEMBERSHIPS:

Orange County Bar Association, 1998-Present Hispanic Bar Association of Central Florida, 2000-Present Florida School Board Attorney's Association, 2010-2019 American Bar Association, 2001-2005, 2013-2015 Tallahassee Bar Association, 1996-1998

LEGAL COMMUNITY LEADERSHIP AND ACTIVITIES:

Board Member; Florida Bar Board of Governors, 2023-Chair, Orange County School Board, 2021 Reapportionment Advisory Committee Presenter, Annual Florida Ethics Training for Elected Officials for the Florida Association of District Superintendents and the Florida School Board Association, 2014-2022 Florida Supreme Court Appointee, Committee Member; Florida Supreme Court Family and Children in the Court Steering Committee, 2012-2016 Board Member, Orange County Bar Association Foundation, 2010-2015 Ninth Circuit Chief Judge Appointee, 2010 Commission to Improve the Civil Justice System, Member, 2010 President, Orange County Bar Association, 2009-2010 Florida Gubernatorial Appointment, Statewide Nominating Commission for Judges of Compensation Claims, 2005-2009 Committee Member, Florida Bar, Member Outreach Committee, 2006-2009 Florida Supreme Court Appointee, Committee Member; Justice Teaching Initiative for the Ninth Judicial Circuit, 2006-2008 Membership Outreach Co-Chair, Florida Bar Young Lawyers Division Board of Governors, 2005-2006 Co-Author, Getting Involved in the Florida Bar: A Guide to Sections, Committees and Appointments, 2006 President, Young Lawyers Section of the Orange County Bar Association, 2004-2005 Board Member, ABA Section of Litigation Judicial Internship Opportunity Program, 2002-2005 National Diversity Director, American Bar Association Young Lawyers Division, 2003-2004 Directed and Presented The Trial of the Century: A Re-Enactment of Brown v. Board, Spring 2004, on behalf of the ABA YLD Spring Conference in Memphis, Tennessee President, Hispanic Bar Association of Central Florida, 2002 **COMMUNITY LEADERSHIP AND ACTIVITIES:** Chair, Florida State University Undergraduate Studies Development Council 2022-Present Member, Foundation for Orange County Public Schools, 2020-Present

Legal Affairs/Board Member, Winter Park High School Foundation, 2020-Present

Elected Board of Directors, Florida Citrus Sports, 2006-2012, 2019-Present

Member; Orange County Public Schools, 2022 Superintendent Search Advisory Committee

Board Member, Tiger Bay Club of Central Florida, 2019-Present

Pro Bono Attorney, Guardian Ad Litem Program, 1998-Present

Board Member; Seminole Torchbearers/Student Affairs Development Council, 2012-2022

President and Immediate Past President, Foundation for Foster Children, 2018-2021

Associate Board of Directors, Florida Citrus Sports, 2003-2006, 2012-2019

Chair, Staff Parish Relations Committee, First United Methodist Church of Winter Park, 2017-2018

Board Member, Howard Phillips Center for Children and Families 2014-2017

Little League Coach, Maitland Little League, 2013-2018

Youth Flag Football Coach, YMCA Recreational, Mosquito, Under the Lights and i9 Leagues, 2012-2022

Cub Scouts Den Leader, Cub Scouts Pack 678, FUMCWP, 2012-2016 Promiseland Sunday School Leader and Confirmation Mentor, First United Methodist Church, 2011-2018 Legal Counsel/Board Member, Hispanic Heritage Scholarship Fund of Metro Orlando, 2006-2016 Vice-President, Founding Member, Dommerich Foundation Fund, Inc., 2009-2010 Vice-Chair and Member, School Advisory Council, Dommerich Elementary, 2007-2010 Orange County Mayoral Appointment, Central Florida Regional Commission on Homelessness, 2007-2008

HONORS AND RECOGNITION:

- *Florida Trend Magazine's Florida Legal Elite,* 2010-2012, 2014-2018, 2020-2022. Recognized by *Florida Trend* as one of the top lawyers practicing in Florida according to a statewide survey of attorneys.
- AV Preeminent Rating, Martindale-Hubbell Law Directory, 2009-Present, AV Preeminent is the highest peer review rating available from LexisNexis Martindale-Hubbell
- Orlando's Top Lawyers, Orlando Life, 2010 & 2013, Recognized as one of the top lawyers in Orlando with a specialty in government law by Orlando Life Magazine (a/k/a Orlando Home and Leisure).
- 10 Businessmen to Watch, Orlando Business Journal, 2009, Recognized as one of ten local executives that has exhibited a leadership role in the philanthropic, civic or political arenas and is poised to make a vital contribution in their industry and their community in the coming year.
- *Forty Under 40*, <u>Orlando Business Journal</u>, 2009, Recognizes 40 of Central Florida's top young business and civic leaders who have demonstrated outstanding professional achievement and a commitment to community service.
- *Lawrence Matthews Professionalism Award,* Orange County Bar Association, 2007 Professionalism Award. Presented to a young lawyer that exemplifies the highest standards of professionalism of the OCBA.
- *Outstanding Executive Council Member*, Orange County Bar Association, 2006-07 and 2007-08. President's Award presented to an Executive Council Member that made significant contributions to the OCBA.
- *Florida Bar Young Lawyer's Diversity Award*, Florida Bar YLD, 2005. Presented annually to a person or entity that demonstrates the highest morality and respect for all persons and diversity, for efforts and allegiance to creating diversity, and for promoting a more diverse workplace.
- Star of the Year, ABA YLD, 2003-04. One of only four recipients nationwide recognized for outstanding achievement, contributions and service to the ABA Young Lawyers Division.
- Star of the Quarter, ABA YLD, Spring 2004. For outstanding achievement and service to the ABA.
- Young Lawyer Fellowship, ABA Litigation Section, 2001-2003, One of five young lawyers selected nationwide to attend executive meetings and an appointment to Litigation Section leadership.
- Lynn Futch Most Productive Young Lawyer Award, Florida Bar YLD, 2002. Honors one young lawyer in Florida for outstanding community and bar leadership, legal skills, and integrity.
- Rookie of the Year, Florida Citrus Sports, 2000. Recognizes an outstanding first year volunteer.

EDUCATION:

Florida State University College of Law Tallahassee, Florida J.D., 1995

Oxford University

Oxford, England Attended Florida State College of Law Conference, Summer 1993

Florida State University

Tallahassee, Florida B.A. in English with an Emphasis on Business, 1992

Florida International University Miami, Florida A.A. 1989

LANGUAGES:

Fluent in Spanish.

Diego "Woody" Rodriguez 401 Adams Drive Maitland, Florida 32751 Woody.Rodriguez@gmail.com (321) 663-7884

May 5, 2023

Renée Narloch S. Renée Narloch & Associates 2910 Kerry Forest Pkwy D4-242 Tallahassee, FL 32309

RE: County Attorney Position (Seminole County)

Dear Renée:

It is with great enthusiasm that I am submitting my application and attaching my resume for the County Attorney position in Seminole County. The County Attorney position is one of the most pivotal hires for any county government and I appreciate the opportunity to be considered.

For the past 27 years, most of my legal career has been focused on the representation of governmental agencies, boards, and constitutional officers. I began my legal career with the Florida Senate as a staff analyst for the Regulated Industries Committee in Tallahassee where I refined my legal writing skills while drafting legislation and staff reports. After a short stint in private practice, I served as an assistant county attorney with Orange County in their litigation section. While there, I was mentored and learned from an outstanding collection of legal scholars, including one colleague who became a Supreme Count Justice and another who is the current Seminole County Attorney.

In 2005, I returned to private practice with Marchena & Graham and a year later became board certified in City, County, and Local Government Law. Out of thousands of lawyers in Orange, Osceola and Seminole counties, only 38 are board certified in this practice area and I have maintained my certification longer than all but three of them. In fact, less than 5% of all lawyers are board certified. In 2006, I became a circuit court mediator and have utilized those skills as a mediator on behalf of the clients I represent as an advocate. Shortly thereafter, I became a partner in the firm and represented constitutional officers, such as Orange County Property Appraiser Bill Donegan and Orange County Supervisor of Elections Bill Cowles. I was also selected as lead counsel for special boards such as the Orange County Charter Review Commission, a City of Orlando/Orange County Study Commission, and the election canvassing boards, among others.

In 2010, after completing my year as President of the Orange County Bar Association. which at the time had over 3,000 members, I was selected to become the first in-house General Counsel for the Orange County School Board. While the challenges of representing such a large school district are varied, OCPS is the ninth largest school district in the country and the second largest employer in Orange County, my focus was to assemble a team of talented lawyers to represent the school board and reduce our dependency on outside counsel. Through some innovative leadership techniques that included an emphasis on board certification, I was able to build a hard-working and highly respected team of in-house lawyers and fostered more communication and trust between the legal department and our school board members and administrators. In fact, at one point, five of our seven lawyers were board certified in at least 1 practice area. I am also proud to share that some of my former associates are now serving as general counsel for other government institutions.

My knowledge of public records laws, government-in-the-sunshine provisions, and ethics, as reinforced through my board certification courses, has led to numerous opportunities to conduct trainings for elected officials throughout the state including superintendents. school board members and supervisors of elections.

In 2019, I joined the Central Florida Expressway Authority ("CFX") as general counsel. At CFX, I have transitioned to more of a transactional law practice, reviewing contracts, agreements and preparing board memorandums while managing several outside law firms and consultants that represent CFX in complex real estate acquisitions. I have also vastly expanded my knowledge of our regional transportation issues and the potential solutions that exist.

As a community member, I have led or served on a number of civic and professional organization boards, volunteered in our community, and coached many youth sport teams and even a middle school chess team. All of these experiences have helped shape my leadership style, particularly my ability to connect with and motivate others and build a strong, vibrant office culture.

Through it all, I consider myself to be a problem solver and public servant first. I am always mindful that no matter the role, I am an ambassador and representative of the clients I represent. In sum, I believe my vast legal and managerial experiences would benefit Seminole County and hope the Board will give my application full consideration.

Should you have any questions or need additional information or references, please do not hesitate to contact me directly.

Sincerely,

Diego "Woody" Rodriguez

DAVID SHIELDS

1219 Parkland Court, Altamonte Springs, FL 32714, Cell (407) 462-2716

Email dgsh@cfl.rr.com

PROFESSIONAL EXPERIENCE

2006 - present	Seminole County Attorney's Office, Sanford, FL Deputy County Attorney for Public Works and Environmental Services (2021-present) Senior Assistant County Attorney for Public Works and Environmental Services (2017-2021) Assistant County Attorney (2006-2017)
2005 - 2006	Wean & Malchow, P.A., Orlando, FL Attorney
2003 - 2005	Rush, Marshall, Jones & Kelly, P.A., Orlando, FL Attorney
1997 - 2003	Clayton & McCulloh, Maitland, FL Attorney
1996 - 1997	Kirchman Corporation, Altamonte Springs, FL Attorney
1987 - 1995	Foster & Kelly, P.A., Orlando, FL Attorney
1979 - 1984	Naval Reactors, Washington, DC United States Navy Supply Corps Officer

1987	J.D., University of Florida College of Law
1979	B.A., Economics, Vanderbilt University

EXPERIENCE AND ACCOMPLISHMENTS BY THE NUMBERS

- 35 years as a member of The Florida Bar.
- **17** years as a local government attorney, all with Seminole County.
- 2 first chair civil trials, including one for Seminole County.
- 4 first chair appellate court cases, including three for Seminole County.
- 1 feature, front cover article for THE FLORIDA BAR JOURNAL.
- 15 years on zoning and planning boards for the City of Altamonte Springs.
- 9 years as a midshipman and a commissioned officer in the United States Navy.

EMPLOYMENT HISTORY

Seminole County Attorney's Office, Sanford, Florida (2006-Present).

Positions Held:

- Deputy County Attorney for Public Works and Environmental Services (2021-Present).
- Senior Assistant County Attorney for Public Works and Environmental Services (2017-2021).
- Assistant County Attorney (2006-2017).

Career Highlights

- Collaborating with an acoustical engineer, developed an objective, science-based noise ordinance for Seminole County.
- Lead attorney in successfully representing Seminole County in a two-day real estate boundary dispute trial in the Seminole County Circuit Court.
- Prepared Seminole County's ordinance prohibiting simulated gambling devices and assisted in successfully defending it in federal court.
- Prepared brief, presented oral argument, and successfully obtained a per curiam affirmed decision from the Florida Fifth District Court of Appeal affirming the trial court's dismissal of an inverse condemnation case for lack of prosecution.
- Prepared brief and successfully obtained an order from the Florida Fifth District Court of Appeal denying a billboard company's petition for writ of certiorari, which writ would have overturned the Code Enforcement Board's order to remove a billboard.

Demonstrated Skills and Accomplishments

• *Transactions, Legislation and Administrative Matters:* Prepared deeds, easements, purchase agreements, leases, interlocal agreements, resolutions, and other real estate transaction documents. Reviewed and analyzed title searches, appraisals, surveys, environmental reports, and other similar material related to real estate matters. Negotiated and coordinated real estate transactions. Prepared ordinances and administrative code

provisions. Reviewed grant agreements. Prepared legal opinions on various subjects. Analyzed and coordinated responses to public record requests.

- *Litigation:* Represented Seminole County Government as condemning authority in numerous eminent domain cases and parcels, a boundary dispute case that went to trial, bankruptcy cases, and federal litigation over Seminole County's simulated gambling device ordinance.
- *For the Public Works Department:* Provided ongoing legal services to the Public Works Department by providing legal counseling, preparing and reviewing legal documents, and performing other tasks relating to roads, right-of-way, Florida Department of Transportation matters, real estate, stormwater drainage, water quality management, recreational trails, surveying, traffic, and other matters.
- *For the Environmental Services Department:* Provided ongoing legal services to the Environmental Services Department by providing legal counseling, preparing and reviewing legal documents, and performing other tasks relating to water, wastewater, and solid waste matters.
- For the Purchasing and Contracts Division: Prepared hundreds of County purchasing contracts for goods, general services, construction services, and professional services. Developed an expertise on the Consultants' Competitive Negotiation Act and liquidated damages in construction contracts. Assisted with extensive revisions to the Purchasing sections of the Seminole County Administrative Code and the County Manager's Policies.
- For the former Public Safety Department: Provided ongoing legal services to the former Public Safety Department by providing legal counseling and preparing and reviewing interlocal agreements and other legal documents. Worked with the Probation, Fire/Rescue/EMS, Emergency Management, Addressing, Telecommunications, and Animal Services divisions. Covered Animal Control Board meetings.
- For the Development Services Department: Provided legal services to the Development Services Department concerning multiple land use matters, including development review, zoning changes, plats, site plans, homeowners' associations, variances, special exceptions, development orders and comprehensive plan amendments. Covered Planning and Zoning Commission, Board of Adjustment, and Development Review Committee meetings.
- For the Community Services Department: Provided legal services to the Community Services Department by providing legal counseling. Prepared and reviewed State Housing Initiatives Partnership (SHIP) mortgages, notes, and modification agreements. Prepared and reviewed grant agreements. Prepared agreements and oversaw other legal matters related to the County's medical examiner.

Wean & Malchow, P.A., Orlando, Florida (2005-2006).

- Condominium and homeowners' association law, including litigation, administrative, and transactional matters.
- Analysis and resolution of complex real property, environmental, and land use issues involving condominium and homeowners' associations.
- Drafting of condominium and homeowners' association governing documents, deeds, easements, covenants, contracts, and other documents.
- Facilitated homeowners' and condominium association board and member meetings.

Rush, Marshall, Jones & Kelly, P.A., Orlando, Florida (2003-2005).

- Civil, commercial, mortgage foreclosure, collection, and bankruptcy litigation.
- Condominium and homeowners' association law.
- Served as outside bankruptcy counsel for Seminole County before the United States Bankruptcy Court for the Middle District of Florida in a case related to eminent domain.

Clayton & McCulloh, Maitland, Florida (1997-2003).

- Condominium and homeowners' association law, including litigation, administrative, and transactional matters.
- Eminent domain litigation on behalf of property owners.
- Lead attorney in a two-day covenant enforcement trial for a homeowners' association.
- Analysis and resolution of complex real property, environmental and land use issues involving condominium and homeowners' associations.
- Drafting of condominium and homeowners' association governing documents, deeds, easements, covenants, contracts, and other documents.
- Facilitated homeowners' and condominium association board and member meetings.

Kirchman Corporation, Altamonte Springs, Florida (1996-1997).

- Provided regulatory compliance and other consulting services for the banking industry.
- Researched and prepared updates to a bank regulatory compliance manual.
- Conducted compliance training seminars for bankers and assisted banks in implementing compliance policies and systems.

Foster & Kelly, P.A., Orlando, Florida (1987-1995).

- Civil, commercial, mortgage foreclosure and bankruptcy litigation.
- Advising and assisting small businesses on corporate and other business legal matters.

Naval Reactors, Washington, D.C. (1979-1984).

- As a United States Navy Supply Corps Officer, assisted in the administration of government contracts for the design, construction, and support of Navy nuclear-powered submarines and aircraft carriers.
- Honorably discharged from the United States Navy at the rank of Lieutenant.

SIGNIFICANT PUBLICATIONS

- *Slot Machines in Florida? Wait a Minute*, 87 FLA. B.J. 8 (Sep./Oct. 2013), *quoted in Gretna Racing, LLC v. Fla. Dept. of Bus. & Prof. Reg.*, 178 So. 3d 15, 18 (Fla. 1st DCA 2015) (slot machines and the Florida Constitution; article was featured on the cover of THE FLORIDA BAR JOURNAL).
- *Personal Property Leasing in Florida: Moving 2A Uniform Treatment*, 18 FLA. ST. U.L. REV. 295 (1991) (survey of Florida case law on personal property leasing in conjunction with Florida's adoption of Article 2A of the Uniform Commercial Code on personal property leasing).

ATTORNEY OF RECORD IN THESE CASES

- Allied Veterans of the World, Inc.: Affiliate 67 v. Seminole County, 783 F.Supp.2d 1197 (M.D. Fla. 2011) (upheld Seminole County's ordinance prohibiting simulated gambling devices).
- *Cameron v. Seminole County*, 940 So. 2d 440 (Fla. 5th DCA 2006) (obtained a per curiam affirmed decision upholding the trial court's dismissal of an inverse condemnation case for lack of prosecution).
- *Viacom Outdoor, Inc. v. Seminole County*, Case Number: 5D06-386 (Fla. 5th DCA 2006) (obtained order denying billboard company's petition for writ of certiorari to reconstruct a non-conforming billboard).
- *Magnolia Golf Club Holding, LLC v. Seminole County*, Case No. 18-44-AP (Seminole County Circuit Court 2018) (affirmed the Code Enforcement Magistrate decision imposing a fine against Magnolia Golf Club Holding, LLC for violating Seminole County's nuisance ordinance).
- *In re Rivera*, 256 B.R. 828 (Bankr. M.D. Fla. 2000) (treatment of homeowners' association assessments in bankruptcy).
- *In re Brumlik*, 185 B.R. 887 (Bankr. M.D. Fla. 1995) (obtained order granting relief from the bankruptcy automatic stay for cause where debtor filed a subsequent bankruptcy case in violation of a court approved stipulation in a prior bankruptcy case).

BAR AND OTHER PROFESSIONAL ACTIVITIES

The Florida Bar (1987-Present).
City, County and Local Government Law Section (2006-Present). Seminar presentation on legal drafting (2018).
Real Property, Probate and Trust Law Section (2016-Present).
Florida Association of County Attorneys (2011-Present).
Seminar presentation on legal drafting (2017).
Chairman, Cell Tower Right-of-Way Task Force (2016).
Florida Association of County Attorneys Writing Award (2014).
Seminar presentations on simulated gambling devices (2011 and 2012).
Seminole County Bar Association (2012-Present).
Presentation on legal drafting (2018).
Central Florida Bankruptcy Law Association (1992-1995, 1998-2006).
Orange County Bar Association (1987-1995, 1998-2006).
Certified Circuit Court Mediator (2000-Present).

COMMUNITY AND LEADERSHIP ACTIVITIES

Member, City of Altamonte Springs Planning Board (2003-2008). Vice Chairman (2004-2006).
Member, City of Altamonte Springs Board of Zoning Appeals (1993-2003). Vice Chairman (1997, 1999-2001). Chairman (1997-1999, 2001-2003).
Member, City of Altamonte Springs Charter Advisory Committee (2005).
President, The Trails at Country Creek, Inc. (my homeowners' association) (1996-1998).
Volunteer Analyst, Small Business Development Center, University of Central Florida (1995).

FORMAL EDUCATION

Legal

University of Florida College of Law, J.D. (1987).

American Jurisprudence Book Award in Legal Drafting.

Undergraduate

Vanderbilt University, B.A. in Economics, *summa cum laude* (1979). Phi Beta Kappa.

Naval Reserve Officer Training Corps (NROTC).

Email: dgsh@cfl.rr.com

1219 Parkland Court Altamonte Springs, Florida 32714 Cell: (407) 462-2716

May 4, 2023

Via Web Uplink to: https://www.srnsearch.com/apply

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

Re: County Attorney position

Dear Commissioners:

The purpose of this letter is to express my interest in the position of County Attorney for Seminole County. I have been a member of The Florida Bar for 35 years, including the last 17 years as an attorney in the Seminole County Attorney's Office. During my first few years at Seminole County, I concentrated on eminent domain litigation. Subsequently, I have gained extensive experience in many facets of Seminole County Government and I have worked diligently to ensure the County receives the highest quality legal services. Prior to my tenure at Seminole County, I practiced homeowners' and condominium association law, eminent domain, bankruptcy, banking law, small business legal matters, and commercial and civil litigation.

Being an attorney means being competent. I have had 17 years to learn about Seminole County, the law that applies to it, and the County's culture, policies, priorities, and values. I am still learning, but that learning now takes place on a large and powerful foundation. It would be an honor and a privilege to serve as your primary legal advisor and counselor.

Being an attorney means being a communicator. I have a demonstrated record of excellent writing skills. My article, *Slot Machines in Florida? Wait a Minute* was the cover page article in the September/October 2013 issue of THE FLORIDA BAR JOURNAL. I have also taught several courses to attorneys on legal drafting, all of which were well received. My editing pen is always ready.

Being an attorney means being an effective advocate. I have first chair trial and appellate experience, including a successful two-day bench trial in 2010 representing Seminole County on a real estate boundary dispute. This case involved complex real estate and survey issues, but I came to trial fully prepared. I drafted a proposed 17-page final judgment before the trial, presented the expert and other evidence recited in the proposed final judgment's findings of fact at trial, based my closing argument on the proposed final judgment, and submitted the proposed final judgment to the judge for consideration. A few days after the trial, the final judgment was entered as presented.

Seminole County Board of County Commissioners Page 2 May 4, 2023

Being an attorney means being ethical, having integrity, and being trustworthy. This is an area where the absence of notable events is a good thing. Nevertheless, I am committed to these ideals as much as the others.

Being County Attorney means all the above with the addition of leadership and management. Leadership begins with self-leadership. I have gone through periods of heavy workloads that have put my organizational and time management skills to a maximum test, but I got the work done. I have leadership experience as a volunteer, as Chairman of the City of Altamonte Springs Board of Zoning Appeals and as president of my homeowners' association. I have served as legal advisor to and attended many meetings of other homeowners' and condominium association boards. At Seminole County, I have facilitated countless meetings of appointed boards and County staff. I am ready to cover your Board meetings. As leader of the County Attorney's Office, I will create an organizational climate that maximizes performance, is supportive of the needs of personnel, and brings out the best in the attorneys and staff of the County Attorney's Office. I will build on the accomplishments of my predecessors. I will establish a clear sense of purpose and properly equip and prepare all attorneys and staff for success.

Aside from being a lawyer, I am also a Certified Circuit Court Mediator, which provides me with an additional skill set. I have not had many trials because I have successfully resolved many cases through negotiation and mediation.

Prior to becoming a lawyer, I was a United States Navy Supply Corps Officer. In this capacity, I served five years at the main office of Naval Reactors in Washington, D.C., where I worked on contract administration issues related to the design, construction, and support of the Navy's nuclear-powered submarines and aircraft carriers.

With my background and experience, especially my 17 years at Seminole County, I can continue to make a meaningful contribution to Seminole County as County Attorney. Seminole County means a great deal to me as I have been a resident here since 1988. I would sincerely appreciate the opportunity to discuss my credentials further. Thank you for your consideration.

Respectfully submitted,

David W. Shields

David G. Shields

Seminole County, FL County Attorney Candidate List

Name	Most Recent/Current Position	Organization	
1. Annie Blanc	Claim Counsel, Bond & SI, First Party Crime	Travelers, Orlando, FL	
2. Aleksandr Boksner	Deputy County Attorney	Sarasota County, FL	
3. Joy Carmichael	Assistant County Attorney	Orange County Government, FL	
4. Jennifer Cockcroft	Attorney	Lacey Lyons Rezanka, Melbourne, FL	
5. Aurelio Garcia	Attorney, Contracts Division	City of Chicago, Department of Aviation, IL	
6. Temika Hampton	Managing Attorney	Temika Hampton Law, PLLC, Orlando, FL	
7. Katherine Latorre	Senior Assistant County Attorney	Orange County Government, FL	
8. Rebecca Lavie	Assistant General Counsel	City of Jacksonville/JEA, FL	
9. David Margolis	City Attorney	City of Clearwater, FL	
10. Jon Martino	Senior Counsel	City of New York, NY	
11. Desmond Morrell	Senior Assistant County Attorney	Seminole County Attorney's Office, FL	
12. Diego "Woody" Rodriguez	General Counsel	Central Florida Expressway, FL	
13. Michael Rodriguez	City Attorney	City of Apopka, FL	
14. David Shields	14. David Shields Deputy County Attorney		



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-583

Title:

Proclamation - Proclaiming June 4, 2023, Torah Day in Seminole County. (Meloney Koontz, Assistant County Manager)

Division:

County Manager Office - Business Office

Authorized By:

Meloney Koontz

Contact/Phone Number:

407-665-7219

PROCLAMATION OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING JUNE 4, 2023 AS TORAH DAY IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Chabad-Lubavitch is a philosophy, a movement, and an organization that is considered to be the most dynamic force in Jewish life today; and

WHEREAS, under the leadership of the Lubavitcher Rebbe and his message of boundless love for all, Chabab has become the world's largest Jewish outreach organization; and

WHEREAS, Chabad-Lubavitch of North Orlando, under the directorship of Rabbi Yanky Majesky and his wife Chashy, is committed to bringing the beauty and joy of Judaism and its optimistic message of a better, peaceful world to the Cities of Longwood, Lake Mary, and Sanford; and

WHEREAS, the Torah is the most sacred object in Judaism, continuing an unbroken chain for over 3,000 years all the way back to Moses; and

WHEREAS, the Torah has changed the world and shaped Western civilization with its values of justice, morality, life, and the promise of a better tomorrow; and

WHEREAS, the writing of a new Torah scroll is one of the greatest celebrations in Jewish tradition; and

WHEREAS, on June 4, 2023, the Chabad-Lubavitch of North Orlando community will be celebrating a unique event - the completion of a Torah Scroll (5 books of Moses handwritten by a scribe) at the Orlando Science Center; and

WHEREAS, Mr. Alexander & Mrs. Emi Barth are dedicating a new Torah scroll to Nate's Shul in Longwood, FL in memory of their parents.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Seminole County Board of County Commissioners do proclaim June 4, 2023, as Torah Day in Seminole County, Florida.

ADOPTED

this 23rd day of May 2023



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-486

Title:

Approve and authorize the County Manager, or designee, to apply for the Hazards Mitigation Grant Program (HMGP) for fifteen (15) home mitigation projects throughout Seminole County. Countywide **(Alan Harris, Director- Emergency Management)**

Division:

County Manager Office - Emergency Management

Authorized By:

Alan Harris

Contact/Phone Number:

407-665-5017

Background:

Seminole County was allocated \$15,315,443.62 in Hazard Mitigation Grant Program (HMGP) funding. This is to request Board approval to submit applications to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA) through the HMGP, requesting up to \$6,296,725.00 in Federal funding for Seminole County home restoration projects damaged from Hurricane Ian; and authorize the County Manager, or his designee, to execute all documents associated with the grant applications. Any approved grant would come back to the Board of County Commission for final execution. The FEMA is a 75% (Federal) / 25% (homeowner) match. There is no direct economic impact to Seminole County.

Staff Recommendation:

Staff recommends the Board approve and authorize the County Manager, or designee, to sign applicable applications for HMGP funding for home mitigation projects related to Hurricane Ian.

	Project Name/ Description	Jurisdiction	Estimated Project Cost	Estimated Federal Share (75%)	Estimated Local Share (25%)
1.	1952 Lake St. Home Elevation	Unincorporated Seminole County	\$155,500.00	\$116,625.00	\$38,875.00
2.	2632 Shad Ln. Mitigation Reconstruction	Unincorporated Seminole County	\$664,000.00	\$498,000.00	\$166,000.00
3.	391 Whitcomb Dr. Mitigation Reconstruction	Unincorporated Seminole County	\$189,750.00	\$142,312.50	\$47,437.50
4.	409 Whitcomb Dr. Acquisition/ Demolition	Unincorporated Seminole County	\$1,612,475.00	\$1,209,356.25	\$403,118.75
5.	423 Whitcomb Dr. Acquisition/ Demolition	Unincorporated Seminole County	\$664,000.00	\$498,000.00	\$166,000.00
6.	4099 Cypress Bend Flood Retaining Wall	Unincorporated Seminole County	\$175,000.00	\$131,250.00	\$43,750.00
7.	419 San Sebastian Prado Erosion Control	Altamonte Springs	\$126,000.00	\$94,500.00	\$31,500.00
8.	507 San Sebastian Prado Erosion Control	Altamonte Springs	\$416,500.00	\$312,375.00	\$104,125.00
9.	811 Underoak Dr. Home Elevation	Altamonte Springs	\$225,000.00	\$168,750.00	\$56,250.00
10.	812 Underoak Dr. Home Elevation	Altamonte Springs	\$220,000.00	\$165,000.00	\$55,000.00
11.	804 Agnes Dr. Home Elevation	Altamonte Springs	\$154,500.00	\$115,875.00	\$38,625.00
12.	813 Agnes Dr. Home Elevation	Altamonte Springs	\$179,000.00	\$134,250.00	\$44,750.00
13.	815 Agnes Dr. Home Elevation	Altamonte Springs	\$163,000.00	\$122,250.00	\$40,750.00
14.	816 Agnes Dr. Home Elevation	Altamonte Springs	\$173,000.00	\$129,750.00	\$43,250.00
15.	820 Agnes Dr. Home Elevation	Altamonte Springs	\$179,000.00	\$134,250.00	\$44,750.00
	Total		\$5,296,725.00	\$3,972,543.75	\$1,324,181.25



DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis Governor Kevin Guthrie Director

MEMORANDUM

- **To:** Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Ian (DR-4673)
- From: Kevin Guthrie, State Coordinating Officer Kevin Guthrie
- Subject: Hazard Mitigation Grant Program Notice of Funding Availability

Date: February 21, 2023

Program Summary

The Florida Division of Emergency Management (Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Ian (FEMA 4673-DR-FL).

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

Current Changes

The Division will be using the FDEM Portal for the HMGP process. Applications are currently being accepted through the FDEM Portal and doing so **does not** require an additional hard copy submission. Hard copy applications are permitted pursuant to the Rule 27P-22, Florida Administrative Code; however, **the Division highly encourages all applications to solely be uploaded through the FDEM Portal**. If an applicant chooses to submit a hard copy of their application, a digital submission through the FDEM Portal is strongly advised, as processing and project management will be done through this system.

If you have been granted access to the FDEM Portal for a past event, please use your existing account and do not re-register. If you have problems accessing your account, please use the FDEM Portal contact below.

Application Timeline

The application period will close on May 31, 2023. The Division encourages potential applicants to submit complete applications before the close of the application period. Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

FDEM Portal Submission: If you have not already registered for access to the FDEM Portal, please see the instructions in <u>Attachment H</u> to do so. The information required for submitting a complete application through the FDEM Portal is the same as the State of Florida HMGP Application (<u>Attachment F</u>), which can be used as a reference to collect all of the information necessary for your project prior to submission. If an application is submitted through the FDEM Portal, no hard copies will be required.

A complete digital submission of your application, and all necessary supporting documentation, should be uploaded to the FDEM Portal no later than May 31, 2023 11:59 p.m. (EDT)

It is imperative that your access request for the FDEM Portal is received by the Division no later than 5:00 p.m. EDT on May 31, 2023 in order to meet the application deadline.

Hard Copy Filing: If a hard copy is filed, please provide just one original of the State of Florida HMGP Application and all appropriate attachments. In addition, submit your project(s) and all relevant documentation to the FDEM Portal using the directions detailed above and in <u>Attachment H</u>.

Any hard copy applications sent by mail or other carrier to the Division must be postmarked on or before **May 31, 2023**. Hand-delivered applications must be stamped in at the Division no later than **5:00 p.m. EDT** on **May 31, 2023**. The HMGP application and all other pertinent resources for completing the application may be obtained at the Division's website located at <u>www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/</u> in the section HMGP Application and Resources.

Questions regarding the FDEM Portal system may be directed to:

Jared Jaworski (850)544-8372 Jared.jaworski@em.myflorida.com

Any completed hard copy applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program Florida Division of Emergency Management Mitigation Bureau 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State and local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §206.221(e); and
- Indian tribes or authorized tribal organizations.

However, be advised that pursuant to Rule 27P-22, Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) in the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition or relocation of hazard-prone structures;
- Retrofitting of existing buildings and facilities that will result in increased protection from hazards;

- Elevation of flood-prone structures;
- Infrastructure protection measures;
- Stormwater management improvements;
- Minor structure flood control;
- Flood diversion and storage;
- Aquifer storage and recovery;
- Floodplain and stream restoration;
- Residential and community safe room construction; and/or
- Generators for a critical facility, provided they are cost-effective, contribute to a longterm solution to the problem that they are intended to address, and meet other project eligibility criteria as required by 44 CFR §206.434(c); or generators that are an integral part of a larger eligible project.

Ineligible Activities: The state will not consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with above-code upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Stand-alone studies, design, and planning-related activities;
- Tree removal, debris removal, and other forms of maintenance; or
- **Projects already in progress** (Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75-percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a third-party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements. This means that if Global Match is approved, the applicant may receive up to 100-percent federal share. Phased projects are not eligible for Global Match.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs*. Pre-award costs must be requested in writing by submitting a signed Pre-award request form. Directions for getting this form are included in <u>Attachment A</u>.

Procurement

Any procurement of property or services under a federal award must conform to 2 CFR §200 Subpart D (§§ 200.317 - 200.326). This also includes any activities performed as a part of the pre-award request.

Sub-Recipient Management Costs

Per FEMA Hazard Mitigation Grant Program Interim Policy 104-11-1, HMGP projects awarded under disasters, on or after the effective date, are eligible for sub-recipient management costs (SRMC) up to a hard cap of 5 percent of their eligible and actual project costs. SRMC is a separate pool of funding and will not be calculated as part of the benefit-cost analysis (BCA). SRMC will be reimbursed at a 100 percent federal cost share following the submission of compliant source documentation in conformance with 2 CFR 200, Subpart E. Additional information on SRMC can be found in the attached application (*Attachment F*) and the HMGP SRMC Request Form (*Attachment G*). Any applicant requesting SRMC will need to submit *Attachment G* along with their application.

5

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in <u>Attachment B</u> and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

- (1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,
- (2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in <u>Attachment *C*</u>.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1

The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2

Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in <u>Attachment D</u>.

Tier 3

In the event funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in <u>Attachment D</u>.

Please see <u>Attachment D</u> for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

Initial 30-Day Estimate

This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

Obligation prior to 12 Months

Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over-obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

12 Months from the Date of Declaration

This represents the State's Lock-in Amount. It is the maximum amount available that the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after it has submitted an application.

Technical Assistance

The Division is in the process of scheduling HMGP application development workshop webinars. The webinars will focus on the declared counties so that their project-specific concerns can be addressed by state staff. The Division will be in touch with these counties in the next few weeks to finalize dates and times.

Please check the Division's website <u>www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program</u> for additional technical guidance. The Division will provide technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503 Environmental: (850) 815-4582 Engineering and Technical Feasibility: (850) 528-5713

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For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at <u>www.fema.gov/media-library/assets/documents/103279</u>.

To assist you in submitting qualified project applications, the following attachments are located on the Division website <u>www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program</u>:

Attachment A: Attachment B: Attachment C: Attachment D: Attachment E: Attachment F: Attachment G: Attachment H: <u>Pre-award Cost Guidance and Form</u> <u>30-Day Estimate of Available HMGP Funding</u> <u>Sample LMS Project Submission Letter</u> <u>Florida Administrative Code 27P-22</u> <u>Data Collection Worksheet Notice</u> <u>HMGP Application</u> <u>HMGP SRMC Request Form</u> FDEM Portal Access Request and Guidance

KG/jj Attachments Attachment A

Pre-Award Cost Guidance and Request Form

If you wish to request pre-award costs with your project, or would like to know more about them, follow the link below and look under the "Application" menu for both the guidance and request form.

https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/

Questions regarding pre-award costs may be directed to: Jared Jaworski (850) 544-8372 Jared.jaworski@em.myflorida.com Attachment B

FEMA-4673-DR-FL 30-Day Estimate as of 11/8/2022

	Regular Projects		25%		
County	HMGP Funding		Ma	atch Required	
Alachua	\$	1,788,082.07	\$	596,027.36	
Baker	\$	1,781,434.88	\$	593,811.63	
Bay	\$	1,778,269.79	\$	592,756.60	
Bradford	\$	1,778,269.79	\$	592,756.60	
Brevard	\$	4,682,156.48	\$	1,560,718.83	
Broward	\$	1,927,404.90	\$	642,468.30	
Calhoun	\$	1,778,269.79	\$	592,756.60	
Charlotte	\$	80,144,916.39	\$	26,714,972.13	
Citrus	\$	1,778,269.79	\$	592,756.60	
Clay	\$	1,789,627.24	\$	596,542.41	
Collier	\$	36,063,710.00	\$	12,021,236.67	
Columbia	\$	1,778,269.79	\$	592,756.60	
DeSoto	\$	12,787,418.78	\$	4,262,472.93	
Dixie	\$	1,778,269.79	\$	592,756.60	
Duval	\$	1,799,862.00	\$	599,954.00	
Escambia	\$	1,778,269.79	\$	592,756.60	
Flagler	\$	2,777,857.03	\$	925,952.34	
Franklin	\$	1,778,269.79	\$	592,756.60	
Gadsden	\$	1,780,574.38	\$	593,524.79	
Gilchrist	\$	1,778,269.79	\$	592,756.60	
Glades	\$	2,016,020.92	\$	672,006.97	
Gulf	\$	1,778,269.79	\$	592,756.60	
Hamilton	\$	1,778,269.79	\$	592,756.60	
Hardee	\$	5,717,742.47	\$	1,905,914.16	
Hendry	\$	2,387,537.32	\$	795,845.77	
Hernando	\$	1,800,482.61	\$	600,160.87	
Highlands	\$	6,698,625.36	\$	2,232,875.12	
Hillsborough	\$	15,970,058.55	\$	5,323,352.85	
Holmes	\$	1,778,269.79	\$	592,756.60	
Indian River	\$	1,828,373.13	\$	609,457.71	
Jackson	\$	1,778,269.79	\$	592,756.60	
Jefferson	\$	1,778,269.79	\$	592,756.60	
Lafayette	\$	1,778,269.79	\$	592,756.60	
Lake	\$	3,658,748.31	\$	1,219,582.77	

	Regular Projects			25%		
County	HMGP Funding		N	latch Required		
Lee	\$	339,993,584.38	\$	113,331,194.79		
Leon	\$	1,782,005.33	\$	594,001.78		
Levy	\$	1,781,171.55	\$	593,723.85		
Liberty	\$	1,778,269.79	\$	592,756.60		
Madison	\$	1,778,269.79	\$	592,756.60		
Manatee	\$	9,487,012.60	\$	3,162,337.53		
Marion	\$	1,784,797.06	\$	594,932.35		
Martin	\$	1,849,345.93	\$	616,448.64		
Miami-Dade	\$	2,950,885.29	\$	983,628.43		
Monroe	\$	3,582,750.09	\$	1,194,250.03		
Nassau	\$	1,778,269.79	\$	592,756.60		
Okaloosa	\$	1,778,269.79	\$	592,756.60		
Okeechobee	\$	2,301,620.34	\$	767,206.78		
Orange	\$	31,395,453.91	\$	10,465,151.30		
Osceola	\$	12,635,498.74	\$	4,211,832.91		
Palm Beach	\$	3,752,737.60	\$	1,250,912.53		
Pasco	\$	2,633,154.81	\$	877,718.27		
Pinellas	\$	6,348,797.74	\$	2,116,265.91		
Polk	\$	15,881,523.81	\$	5,293,841.27		
Putnam	\$	2,726,890.29	\$	908,963.43		
Santa Rosa	\$	1,778,269.79	\$	592,756.60		
Sarasota	\$	55,658,953.45	\$	18,552,984.48		
Seminole	\$	15,315,443.62	\$	5,105,147.87		
St. Johns	\$	3,382,904.01	\$	1,127,634.67		
St. Lucie	\$	1,799,296.25	\$	599,765.42		
Sumter	\$	1,824,584.85	\$	608,194.95		
Suwannee	\$	1,778,269.79	\$	592,756.60		
Taylor	\$	1,778,269.79	\$	592,756.60		
Union	\$	1,778,269.79	\$	592,756.60		
Volusia	\$	48,425,932.00	\$	16,141,977.33		
Wakulla	\$	1,778,269.79	\$	592,756.60		
Walton	\$	1,778,269.79	\$	592,756.60		
Washington	\$	1,778,269.79	\$	592,756.60		
	\$	800,929,991.00	\$	266,976,663.67		

Based on NEMIS as of 11/8/2022

Attachment C

(On agency letterhead)

Date

Ms. Laura Dhuwe, State Hazard Mitigation Officer Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA XXX-DR-FL, Disaster Name

Dear Mrs. Dhuwe:

The _____County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The County LMS group therefore presents the projects below (or in

the attachment) in the order that they are to be considered for funding.

FEMA XXX-DR-FL Disaster Name

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2}	\$000,000	\$000,000
2.	Project name	Applicant	1. A. (4)	\$000,000	\$000,000
3.	Project name	Applicant	2. B. (4)	\$000,000	\$000,000
Etcetera					

For further information or inquiry, please contact me at (insert phone number and email).

Sincerely,

______, LMS Chair ______, County LMS

CC:

Attachment D

CHAPTER 27P-22 HAZARD MITIGATION GRANT PROGRAM

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History-New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) "Adoption" means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) "Application" means the request for hazard mitigation funding as submitted to the Division of Emergency Management (Division or FDEM) by an Applicant.

(3) "Applicant" means a state agency, local government, Native American tribe or authorized tribal organization or private nonprofit organization requesting hazard mitigation funding.

(4) "DHS" means Department of Homeland Security.

(5) "FEMA" means the Federal Emergency Management Agency.

(6) "Hazard" means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) "Hazard Mitigation" means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) "Hazard Mitigation Grant Program", herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, dated October 1, 2019, hereby incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12333</u>, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Plan.

(9) "Local Mitigation Strategy" or "LMS" means a plan to reduce identified hazards within a county.

(10) "Project" means a hazard mitigation measure as identified in an LMS.

(11) "Repetitive loss structures" means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) "State Hazard Mitigation Plan" means Florida's version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart N and approved by FEMA. The State Hazard Mitigation Plan is set forth in the Enhanced State Hazard Mitigation Plan 2018, hereby incorporated into this rule by reference, <u>https://www.flrules.org/gateway/reference.asp?NO=Ref-12334</u>. A copy may be obtained by contacting the Division of Emergency Management.

(13) "Working Group" is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.002, Amended 7-18-13, 11-24-20.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) Certain new construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

(f) Stormwater management/flood control projects;

(g) Property acquisition or relocation; and

(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions, within the same disaster.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the State Hazard Mitigation Plan;

(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;

(c) Conform to the following federal regulations incorporated by reference, copies of which may be obtained by contacting the Division:

1. 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, dated October 1, 2019, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12335;

2. DHS Directive 023-01, Revision 01, dated 10/31/2014, incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12336;</u>

3. DHS Instruction 023-01-001-01, Revision 01, dated 11/6/2014, incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12337;</u>

4. FEMA Directive 108-1, dated 10/10/2018, incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12338</u>; and

5. FEMA Instruction 108-1-1, dated 10/10/2018, incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12339</u>.

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.003, Amended 11-24-20.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

- 1. List of Working Group Members including Chair and Vice-Chair;
- 2. Changes to the hazard assessment;
- 3. Updated project priority list including estimated costs and potential funding sources;
- 4. Changes to the critical facilities list;
- 5. Changes to the repetitive loss list; and
- 6. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.004, Amended 7-18-13, 11-24-20.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(2), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 120 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS Working Group endorsement letter until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.006, Amended 11-

24-20.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., §206.221(e), dated October 1, 2019, hereby incorporated by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12340</u> a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A LMS Working Group endorsement letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using FDEM Form No. HMGP Application (01-2020) (Eff. 01-2020) which is incorporated into this rule by reference, <u>http://www.flrules.org/Gateway/reference.asp?No=Ref-12341</u>, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org. In addition, the application form will be circulated as a part of the Notice of Funding Availability for its respective disaster grant cycle.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:
Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.007, Amended 7-18-13, 11-24-20.

Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under "Project Worksheets" for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control- Drainage Improvement
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought
- Utility Mitigation

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under "For Acquisition Projects."

https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/

Attachment F

THIS SECTION FOR STATE USE ONLY							
FEMADR-FL	Standard HMGP	5% Initiative Application	Application Complete				
		Initial Submission or	Re- Submission				
Support Documents Conforms w/ State 409 Plan In Declared Area	Eligible Applicant State or Local Gove Private Non-Profit (Project Type(s) Wind Flood					
Statewide	Recognized Indian	Tribe or Tribal Organization	Other:				
Community NFIP Status: (Check all							
Participating Community ID#: County:							
□ In Good Standing □ Non-Participating □ CRS							
State Application ID:							
(TIME-DATE STAMP HERE)							

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com**.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

Application Sections I-IV:	All Applicants must complete these sections
Environmental Review:	All Applicants must complete these sections
Maintenance Agreement:	<i>Any</i> Applications involving public property, public ownership, or management of property
Flood Control – Drainage Improvement Worksheet:	Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion
	– one worksheet per structure
Generator Worksheet:	Permanent, portable generators, and permanent emergency standby pumps
Tornado Safe Room Worksheet:	New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room
Hurricane Safe Room Worksheet:	New Safe Room, Retrofit of existing structure
Wind Retrofit Worksheet:	Wind Retrofit projects only – one worksheet per structure
Wildfire Worksheet:	Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other
Drought Worksheet:	Aquifers, other
Utility Mitigation Worksheet	Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.
Request for Public Assistance Form:	FEMA Form 90-49 (Request for Public Assistance): <i>All</i> applicants must complete, if applicable.
Acquisition Forms:	If project type is Acquisition, these forms must be completed.
	(Only one of the two <i>Notice of Voluntary Interest</i> forms is necessary.) Model Statement of Assurances for Property Acquisition Projects Declaration and Release Notice of Voluntary Interest (Town Hall Version)
	Notice of Voluntary Interest (Single Site Version)
	Statement of Voluntary Participation
	FEMA Model Deed Restriction Language
Application Completeness Guidance / Checklist :	All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FE	MADR	R-FL	DISASTER NAME: _					
Tit	Title of Project:							
1.	. Applicant (Organization):							
2.	Applicant Type: 🔲 State or Local Government 🗌 Native American Tribe 🗌 Private Non-Profit 🔲 Special District							
3.	County:							
4.	State Legislative Senate District(s):; State Legislative House District(s):; Congressional House District(s):							
5.	Federal Tax I	.D. Number:						
6.	Data Universa	al Numbering	System (DUNS):					
7.	Federal Inform	mation Proces	sing Standards (FIPS) Co	ode*:	(*if your FIPS co	de is not known, see guidance)		
8.			rogram (NFIP) Communit from the FIRM map for your		ation Number:	_		
9.	Point of Con	tact: (Applicar	nt staff serving as the coo	ordinator o	f project)			
	Title:							
	City:			State:		Zip Code:		
10.	Application	Prepared by:						
	Title:		ne:					
	City:			State:		Zip Code:		
	Telephone:							
11	-		nt (proof of authorization		roquirod)			
				-				
	Title:							
	City:			State:		Zip Code:		
	Telephone:			Email:				
	Signature:							
	Date:							
12.	12. Local Mitigation Strategy (LMS) Compliance							
	 All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? Yes No 							

- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two.
 Yes No
- 13. Has this project been submitted under a previous disaster event?

Yes, provide the disaster number and project number (as applicable):

3

Section II – Project Description

Α.	На	lazards to be Mitigated / Level of Prote	azards to be Mitigated / Level of Protection			
	 Select the type of hazards the proposed project will mitigate: Flood Wind Storm surge Wildfire Other (list): 				_	
 Identify the type of proposed project: Elevation and retrofitting of residential or non-residential structure Acquisition and Relocation Acquisition and Demolition Wind retrofit Drainage project that reduces localized flooding Generator Other (explain) 				calized flooding		
	3. List the total number of persons that will be protected by the proposed project (<i>include immediate population affected by the project only</i>):			oject (include immediate population		
	4.	4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (<i>include immediate a affected by the project only</i>):				
	5.	 Fill in the level of protection and the magni protected against the <u>100</u>-year storm event (1%) 		ed pro	oject will mitigate. <i>(e.g. <u>23</u> structures</i>	
		structure(s) protected against the _	year storm event (1	0, 25	, 50, 100, or 500 year storm event)	
		structure(s) protected against	_ mile per hour (mph) win	ds		
	6.	6. Check all item(s) the project may impact:				
		Wetlands Watands Floodplain Co Historic Resources Fis Vegetation Removal Pu	ater Quality astal Zone heries blic Controversy ner		Previously Undisturbed Soil Toxic or Hazardous Substances Threatened & Endangered Species Potential for Cumulative Impacts	
	7.	 Engineered projects: If your project has to to your application ALL calculations, H&H 				

to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Eros or other special project types). \Box No \Box Yes If so, see Attachment #(s)

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance**.

- 1. Describe the existing problems:
- 2. Describe the type(s) of protection that the proposed project will provide:
- 3. Scope of Work (describe in detail what you are planning to do):
- 4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

Section III – Project Location (Fully describe the location of the proposed project.)

A. Site

 Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Site Location: _____ Address(es): _____ GPS coordinates (decimal degree format): _____ Project Zip Code(s): _____

- 2. Titleholder:
- 3. Is the project site seaward of the Coastal Construction Control Line (CCCL)?
 Yes
 No
- 4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include *all* structures in project area.
 - Residential property:
 Businesses/commercial property:

Other:

Public buildings:

Schools/hospitals/houses of worship:

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. *FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.* FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Webpage at https://msc.fema.gov/portal.

2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) (See FIRM legend for flood zone explanations) (A Zone must be identified)

			-			
	VE or V 1-30		AE or A 1-30			
	AO or AH		A (no base flood elevation given)			
	B or X (shaded)		C or X (unshaded)			
	Floodway					
	Coastal Barrier Resource Act (CBRA) Zone (Federal re in this Zone; coordinate with your state agency before s					
3. 🗌	If the FIRM Map for your area is not published, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.					
4.	Attach a copy of a Model Acknowledgement of Condition	ons fo	or Mitigation in Special Flood Hazard Area			

C. Maps with Project Site and Photographs

- 1. Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- 2. Attach a USGS 1:24,000 TOPO map with project site *clearly* marked on the map.
- 3. For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information including year built and foundation.
- 4. Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to
 right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to
 be applied to, and the resulting amount. PLEASE NOTE- These cells will not auto-calculate across the row, but
 the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated
 correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

6

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
			<u>Sub-Total</u>	\$0.00

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

Description	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
		<u>Sub-Total</u>	\$0.00

C. Fees Paid Include any other costs associated with the project.

Description of Task		<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
*Pre-Award				
			<u>Sub-Total</u>	\$0.00
	Tota	I Estimate	d Project Cost	\$0.00

D. E.

F.

Contingency Costs (maximum 5% of Material/Labor)

%

Final Project Cost \$0.00

Note: To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs) \$0.00 Note: This number will be generated automatically after Part I is completed \$0.00

YES, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*

NO, I do not wish to request these funds. (continue to Part I)*

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
	-		
	ļ		
	ļ		

Η.

Total Estimated Management Costs Requested

\$0.00

*Note: By selecting either "yes" or "no" the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	Estimated Federal Share			% of Total	(Maximum 75%)
2.	Non-Federal Shares				
3.	Estimated Local Shares			% of Total	(Cash)
4.				% of Total	(In-Kind**)
5.				% of Total	(In-House***)
6.				% of Total	(Global Match****)
7.	Other Agency Share (Identify Non-Federal Agency and availability date)			% of Total	
8.	Total Funding sources from above	\$0.00	0.00%	Total	(Equals 100%)
	**Identify proposed eligible activities directly relate	d to project to be considere	ed for In-Kind s	ervices in S	ection IV.C. Fees

***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees

****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title:

Total Estimated	Requested			
Management Costs	Available	\$0.00	5% of Total	(Max Allowed)

J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. (e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)

Milestone(s)	Number of Months to Complete
Total	Months

9

9.

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

- 1. Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
- 2. Project area maps (Section III, part B & C of this application).
- 3. Project area/structure photographs (Section III, part C of this application).
- 4. Preliminary project plans.
- 5. Deroject alternatives description and impacts (Section V of the application).
- 6. Complete the applicable project worksheets. Documentation showing dates of construction are required for all structures.
- 7. Environmental Justice Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
- 8. Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

- Are there low income or minority populations in the project area or adjacent to the project area?
 No Yes; describe any disproportionate and adverse effects to these populations:
- 2. To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

- 1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.
- 2. Provide information on any known site work or historic uses for project location.

Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

b. Project Location of the Alternative (describe briefly, if different from proposed project)

Attach a map or diagram showing the alternative site in relation to the proposed project site (*if different from proposed project*)

c. Scope of Work for Alternative Project

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

e. Estimated Budget/Costs for Alternative Project In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	\$ 0.00

HMGP ENVIRONMENTAL REVIEW Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures

Elevations

Acquisitions with Demolition

- ✓ Dates of Construction
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance
- ✓ Structure photographs

Drainage Improvements

- ✓ Engineering plans/drawings
- Permit or Exemption letter to address any modifications to water bodies and wetlands
 - o Department of Environmental Protection
 - o Water Management District
 - o U.S. Army Corps of Engineers
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance.
- ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.
- ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.
- Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.
- ✓ Concurrence from your Local Floodplain Manager if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

The	of	, State of Florida, hereby
agrees that	if it receives any Federal aid as a result	of the attached project application, it will accept
		the <i>routine</i> maintenance of any real property,
structures,	or facilities acquired or constructed as a	result of such Federal aid. Routine maintenance
shall includ	e, but not be limited to, such responsibilities	s as keeping vacant land clear of debris, garbage,
and vermin	; keeping stream channels, culverts, and s	torm drains clear of obstructions and debris; and
keeping de	tention ponds free of debris, trees, and wo	ody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by	(printed or typed name of signing of	the duly authorized representative		
(tit/e)		_9		
This	(<i>day</i>) of	_(month), (year).		
Signature	*			

*Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: _____

Applicant: _____

Application Information	Explanation of Information Required	~	

Section I

B. Applicant Information

FE	MADR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	
DISASTER NAME		Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	
Tit	le of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	
1.	Applicant	Name of organization applying. Must be an eligible applicant.	
2.	Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	
3.	County	Indicate county in which the project is located.	
4.	State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site . For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	
5.	Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	
	DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	
7.	FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	
8.	NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	
9.	Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	
10.	Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	
11.	Authorized Applicant Agent	An authorized agent must sign the application. "An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided."	

	For Private Non-Profit: A member of its Board of Directors or whoever has authority	
	to authorize funding for such a project. If this task is delegated down, a copy of a	
	resolution confirming this must be provided.	
12. LMS Compliance	 a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans) 	
13. Previous	If the project has been previously submitted under another disaster, provide the	
Submittal	disaster number, the project number, and the title of the project.	

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1.	Type of Hazards	Type of Hazards the Proposed Project will Mitigate : Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	
2.	Identify the Type of Project	Identify the Type of Proposed Project : Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	
3.	Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	
4.	Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5.	Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	
6.	Project Impact	Identify all the items the project may impact or are within the project area.	
7.	Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1.	Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	
2.	Type of Protection	Determine how the funding will solve the existing problem and provide protection.	
3.	Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a	

		mitigation action, not maintenance.) Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])? Projects that merely identify or analyze hazards or problems are not eligible.	
4.	On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	

Section III - Project Location

A. Site

1.	Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	
2.	Titleholder	Provide the titleholder's name.	
3.	Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	
4.	Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1.	Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal. See instructions on How to make a FIRMette.	
2.	Flood Zone	Specify the flood zone(s) of the project site(s). If project is located in a Special	
	Determination	Flood Hazard Area. Amount of coverage must be equal to or greater than the	
		amount of Federal mitigation funding obligated to the project.	
3.	Flood Hazard	Not required if a copy of the FIRM is attached.	
	Boundary Map		
	(FHBM)		
4.	Model	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard	
	Acknowledgement	Area form is required for those structures receiving federal funds that will also remain	
	of Conditions	in the special flood hazard area by the close of the project. This form is required at	
	form	application. It can be found on FEMA's website at https://www.fema.gov/media- library/assets/documents/15677	

D. C. Maps with Project Site and Photographs

1.	City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	
2.	USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	
3.	Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	
4.	Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with	

photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs	
appropriately. In addition, CDs may be submitted.	

Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

Α.	Materials	List materials and their associated costs. Provide breakdown.	
	Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	
C.	Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested</i> (See Pre-award Costs guidance).	
D.	Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	
E.	Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will NOT auto-calculate. Be sure that they are calculated correctly.	
F.	Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	
G.	Project Management Costs	After reading the guidance provided on pg. 5, select either YES or NO to indicate your need for management costs for this project. If YES , provide a breakdown of description, hours, rate and costs for requested management costs. If NO , continue to Part I.	
H.	Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1.	Estimated Federal	The estimated Federal share is generally 75%. If the Federal share is not 75%,	
	Share	assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total	
	onaro		
		dollar amount of project depending on county LMS allocation and priority. This figure	
		cannot exceed 75%.	
2.	Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a	
		minimum of 25%. Match cannot be derived from a federal agency except Federal	
		funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	
3.	Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash	
		and percentage of total that amount represents.	
-			
4.	Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and	
		operated from within governing jurisdiction as an in-kind match. Third party in-kind	
		contributions would be volunteer services, employee services from other	

		organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.	
5.	Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	
6.	Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.	
7.	Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	
8.	Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F Total Estimated Project Cost).	
9.		Your requested amount must be equal to or less than 5 percent of the total project cost	

J. Project Milestones/Schedule of Work

	•		
1.	Milestones	Identify the major milestones in the proposed project and provide an estimated time-	
	(Schedule)	line (e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement –	
		30 days, Installation – 6 months, Contracting – 1 month, Delays, Project	
		Implementation, Inspections, Closeout, etc.) for the critical activities not to exceed a	
		period of 3 years (36-months) for performance. Milestones should not be grouped	
		together but listed individually. Allot for the appropriate amount of time for final	
		inspection and closeout (about 3 months).	

<u>Section V - Environmental Review & Historic Preservation Compliance</u> No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1.	Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.			
2.	Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.			
3.	3. Project Complete Section III part C of the application. Area/Structure Photographs				
4.	Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.			
5.	Project Alternatives	Complete Section V part D. of this application.			
6.	Project Worksheets	Dates of construction are required for all structures. See worksheets.			
7.	Environmental Justice Documentation	See Section V.B for applicable information.			
8.	Information/ Documentation Requirements by Project Type	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.			
D	P Executive Order 12000 Environmental Justice for Low Income and Minerity Deputation				

D.	Executive Order 12	.030, Environmental Justice for Low income and wintonly Population
1.	Disproportionate	Determine if there are populations in either the project zip code or city that are
	Effects	characterized as having a minority background or living below the poverty level. If yes,

		complete the rest of Section V, part B. Describe any disproportionate effects that these	
		populations would experience if the project were completed.	1
2.	Population	Describe the population affected by this project and the portion of the population	
	Affected	adversely impacted. Attach any documentation and list the attachments here.	
	Affected	adversely impacted. Attach any documentation and list the attachments here.	L

C. Information required for Tribal Consultation

 Documentation for
 For all projects with any ground disturbing activities of 3 inches or more, complete

 Tribal Consultation
 Section V part C.

D. Alternative Actions

1	No Action	Discuss the impacts on the project area if no action is taken.	
1.	Alternative	Discuss the impacts on the project area in no action is taken.	
•			
2.	Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	
а.	Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided.	
	Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	
c.	Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d.	Impacts of the Alternative Project		
e.	Estimated Budget/Costs for the Alternative Project	Total cost is required.	
	Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	
	Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	

Section VI – Maintenance Agreement

Maintenance	Complete, sign and date the maintenance agreement. The maintenance agreement	
Agreement	must be signed by an individual with signature authority, preferably the authorized	
	agent.	

Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1.	Maps	All maps must be included with the application.	
2.	FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File	
		Form. Instructions are provided for your convenience in the document provided. This	
		is not required at the time of application submittal.	
3.	SFHA	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA	
	Acknowledgement	Acknowledgement of Conditions document. This form must be notarized, signed by	
	of Conditions	the local jurisdiction and the property owner.	
4.	Pre-award Cost	If pre-award costs are being requested with your project, be sure to identify all pre-	
	Form	award costs in the application budget per instructions. The pre-award cost form must	
		be completed and submitted with your application.	

_			
5.	Request for Public	Applicable if no FIPS number is assigned to applicant/recipient.	
	Assistance Form		
6.	Model Statement	For Acquisition projects only.	
	of Assurances for		
	Property		
	Acquisition		
	Projects		
7.	Declaration and	For Acquisition projects only. Must be signed by all persons whose names are on the	
	Release	property deed.	
8.	Notice of	For Acquisition projects only. Two forms are available for your convenience. Use the	
	Voluntary Interest	form that is most appropriate to your situation. Must be signed by all persons whose	
	•	names are on the property deed.	
9.	Statement of	For Acquisition projects only. Must be signed by all persons whose names are on the	
	Voluntary	property deed.	
	Participation for		
	Acquisition of		
	Property for		
	Purpose of Open		
	Space		
10.	Worksheets	The appropriate worksheet(s) must be completed and submitted with the application.	
		a. Flood Control – Drainage Improvement	
		b. Generator	
		c. Tornado Safe Room	
		d. Hurricane Safe Room	
		e. Wind Retrofit	
		f. Wildfire	
		g. Drought	

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and <u>will not</u> be considered for possible funding.

Section # & Item		Attached Document Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Attachment G

Sub-Recipient Management Cost Request Form

Any applicant requesting sub-recipient management cost (SRMC) in their application for their project must include a completed SRMC request form at application. This form is available on the FDEM's HMGP site at the link provided. The form itself is underneath the "Application" dropdown menu and contains SRMC forms for phased and non-phased projects, guidance and reference information, and sample forms for phased and non-phased projects. If you have any questions regarding this form, please email the HMGP distribution list at <u>DEM_HazardMitigationGrantProgram@em.myflorida.com</u>.

https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/

Attachment H

Requesting access

If you have already registered for an account in the FDEM Portal then disregard the information on this page.

- 1. Go to <u>www.fdemportal.com/grants</u>
- 2. The "**Register**" link will allow you to complete the required contact information to log in to the FDEM Grants Management Community Portal (FDEM Portal). Typically, your email address is also your username. Be sure to remember the password that you set on the initial Sign-Up page (Figures A and B).
- 3. Use the Account search to enter in the name of the organization for which you are requesting access. If the Account search does not render the organization, contact <u>lanmitigation@em.myflorida.com</u> for assistance before clicking "Can't Find Account," as the account you are looking for may exist in a different format (Figure C).
- 4. The next "Register for Access" screens require more information to update your Contact record and to indicate the Organization Account for access purposes. Make sure to select "Mitigation" as the Bureau you intend to work with as that is where your registration will go for approval (Figure D).
- 5. Complete the requested information (red asterisk * means required field) and click the Next button until you see a confirmation message that your request is under review.

This will submit your Contact information for approval by FDEM. You will receive email communication from FDEM about access to your organization's account.

If the "Register for Access" page is presented when you login to the community, it means that your request for access is still in the queue for processing by FDEM.

Figure A

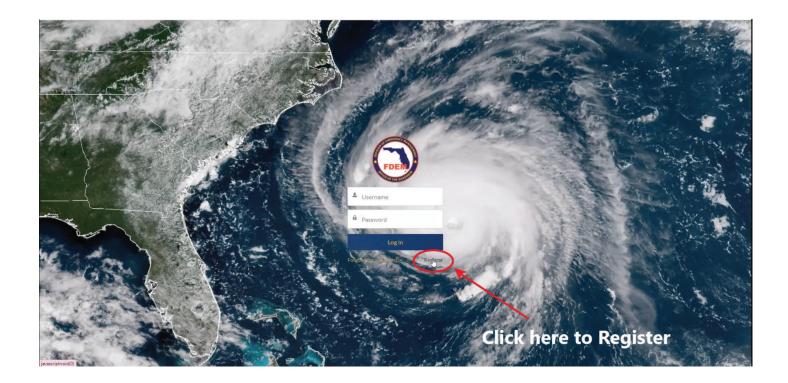


Figure B



Figure C

Home			•
Account Access Search			
Enter Account Name Bay County			
- Car County			
Request Access Can't find your ac gunt?			
Name 🗸 Billing Adv	ress	V Phone	~
Anchorage Children's Home of Bay County, Inc. 2121 Liser	by Avenue, Panama City, Florida		
Bay County \$40 W. 11	h St., Panama City, Florida	850-784-6167	
Bay County Chamber of Commerce PO Box 18	50, Panama City, Florida		
Bay County Conservancy, Inc. po box 113	2, panama city, Florida		
Bay County Department of Health 597 W 11	h Street, Panama City, FL	850-872-4455	
Bay County Emergency Management 700 Highw	ay 2300, Panama City, FL		
Bay County Health System, LLC 615 North	Bonita Avenue, Panama City, Florida		
Bay County Sheriff's Office 3421 Nort	h Highway 77, Panama City, Florida	850-747-4700 ext. 2202	
Bay County Transportation Planning Organization 840 WEST	11TH STREET, PANAMA CITY, Florida		
Boys & Girls Clubs of Bay County PO BOX 9	4, PANAMA CITY, Florida		
Callaway Community & Arts Center/Bay County Health Department 500 Callaw	ay Pkwy, Callaway, FL	(850) 819-8678	
Central Panhandle Fair in Bay County,Inc P.O. Box 33	007, Panama City, FL		
Girls Incorporated of Bay County 1100 Four	tain Avenue, Panama City, Florida		
Panama City-Bay County Airport and Industrial District 6300 Wes	Bay Parkway Box A. Panama City, Florida		
	a Avenue, Panama City, Florida		
Shelter In Place Bay County Private Re	idence,		

Figure D

For the second s	
Register for Access	
Name	
FirstName	
Bob	
LatName	
Test	
*Enal	
bobtest@invalid.com	
*Busines Phone	
942009001	
Phone extension	
Mobile Phone	
*Please Select Your User Type:	
Representative for an Applicant Organization	
Representative for an Applicant Organization	
Sub-Applicant or Sub-Recipient	
Contractor for Sub-Applicant or Contractor for Sub-Recipient	

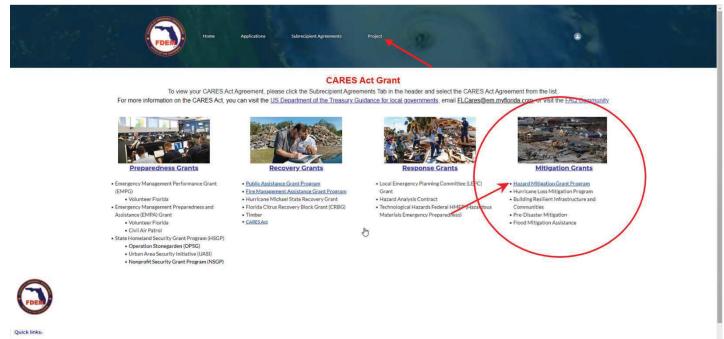


Community Home Screen

After the user has been granted access by FDEM personnel to one or more Organization Accounts, the logged-in user will see the FDEM Grants Management home page described below (Figure E):

- 1. Community header provides quick links to return to the HOME screen, the Applications list screen, Agreements list, and Projects list
 - a. **Project:** Use this link to view existing applications. When you create an application, make sure to write down the Project Identification (PID) number that is generated. This will allow you to search for it again.
- 2. Preparedness Grants: Provides additional information regarding preparedness grants
- 3. **Recovery Grants**: Provides additional information regarding recovery grants and clickable links into recovery grant applications
- 4. **Response Grants**: Provides additional information regarding response grants
- 5. Mitigation Grants: Provides additional information regarding mitigation grants.
 - a. **Hazard Mitigation Grant Program:** This link will take you to a screen to start a NEW application. DO NOT click here to return to an existing application. Use the "Project" link at the top for this.

Figure E



MyFlorida.com Contact Us Open Goverment FDEM Long Range Program Plan Employment © 2019 FDEM | All rights reserved.

Mitigation

Submitting a New HMGP application

Log into your FDEM Portal Account

- 1. Click "Hazard Mitigation Grant Program" link to create an application for a specific grant (see previous Figure E).
- If you need to navigate to another application or return to one that you have been working on, click "Projects" at the top of the page and you will see a list of PID numbers associated with your account. Find the matching PID and click through to your application (Figure F).

DO NOT click on "Hazard Mitigation Grant Program" on the home page to get to an existing application, as this will generate a new application.

- 3. An automated process will walk you through a series of questions to generate the application record. Be mindful of which disaster you are applying for, in the event multiple grant periods are open at one time (Figure G).
- 4. On the application page you will see on the left-hand side an Application Number (formatted as PID-#######). Write this down so that you can return to the same application at a later time (Figure H).
- 5. When finished, the application will appear with each section to be completed (Figure H).
 - a. As each section is complete and "Saved", it will turn green. Clicking "Cancel" while in a section will not save entered data
 - b. Upon ALL sections being complete/green, the Submit button will turn blue and be clickable.
 Clicking "Submit" will send the application to your Authorize Applicant Agent for final signature.
 Once that is completed, your application will be fully submitted to FDEM for review.

Figure F

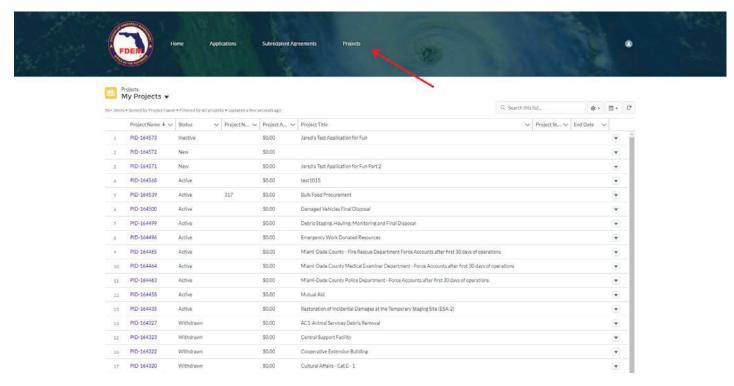


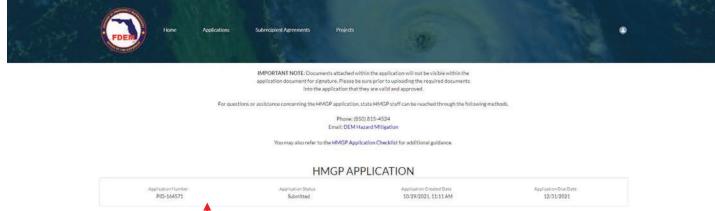
Figure G



Hazard Miligation Grant Program	
"Which grant will CC Test Account be applying for?	
4486 COVID-19	
	Hert



Figure H





Application sections:

- 1. Applicant Information: Complete requested fields/information
 - a. NOTE Authorized Applicant Agent: This is the individual who will receive a completed application for signature to be fully submitted to FDEM. Options: Checkbox: I am the authorized agent (Application Prepared By individual), OR Name, Title, Address information for someone OTHER than individual preparing (Figure I).
- 2. Project Description: Complete requested fields/information
 - a. NOTE Some questions are multiple select with boxes marked "Available" and "Chosen." For the Available options you want, highlight and use the arrow to move it to the "Chosen" box (Figure J).
- 3. **Project Location(s)**: Complete requested fields/information
 - a. NOTE To enter location data, or multiple locations, enter the location address or coordinates and enter the Title Holder. Click "Create Location Data" to add it to the application. It will appear in the list below it if you did it correctly. Continue this process for any additional locations (Figure K).
- 4. Budget/Costs: Complete requested fields/information
 - a. NOTE Budget amounts must equal Funding Source Amounts. Percentage of each Funding Source is auto-calculated upon updating the table after amounts are entered (Figures L and M).
 - b. Be sure to click the "Update" button located at the bottom of the Budget table and the Funding Sources table.
- 5. Environmental Review and Historic Preservation Compliance: Complete requested fields/information
- 6. **Attachments**: There are 8 required documents that must be uploaded prior to submittal. To attach the required document, select the appropriate document from the files drop down list, click "Upload" to attach the file from your local computer. After the upload is complete, the document file name will appear and the required document checkbox will be marked true (Figure N).
 - a. NOTE Be aware that once a file is submitted, it cannot be retracted. If you accidentally upload the wrong document or need to update a file already submitted, just upload the new file with an updated file name denoting that it is the correct document.
- 7. **Submit:** Upon completion of all Application sections, click Submit. This will send an email to the "Authorized Applicant Agent" for signature on the application. Once the document is signed and returned, FDEM will be notified of your submittal and review can begin on your application.

Figure I

I. Applicatio	n Information
Authorized Applicant Agent (proof An authorized agent is the chief elected official o	of authorization authority required): f a local government who has signature authority
I am the Authorized Agent:	
*First Name:	*Last Name:
*Title:	
*Street Address:	
*City:	*State:
*Zip Code:	
*Telephone:	*Email:
Local Mitigation Strate	egy (LMS) Compliance
	Cancel Save

Figure J

II. Project	Description
Acquisition and Demolition Acquisition and Relocation	
*List the total number of persons that will be protected by the proposed project (include immediate popu- lation affected by the project only):	*List how many acres of "Total Impacted Area" is to be protected by the proposed project (include immedi- ate area affected by the project only):
"Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structur (
*Check all item(s) the project may impact: Available	hosen
Wetlands Water Quality	
	•
Floodplain	
Engineered projects: If your project has been already designed and engineering information is avail Improvement, Erosion Control, or other special project types) in section 6. Project Description, Scope of Work, and Protect	lable, attach to your application ALL calculations, H&H study and design plans (e.g. Drainage
	Cancel Save

Figure K

		III. Project Loca	ation	
*Describe the physical location of this	project, including street numbers (or	neighborhoods) and project site zip code(s	κ	
Q Search for address			~	
Title Holder Create Location Data	🔯 Manually Enter Geo Coor	dinates		
Title Holder	Address	Zip	Latitude	Longitude
*Is the project site seaward of the Coa None	stal Construction Control Line (CCCL)	?		
Provide the number of structures in project are	each structure type (li: ea.	sted below) in the project	area that will be affected	by the project. Include all
				Cancel

Figure L

IV. Budget/Costs	
	·
Budge Name	jet Amount
Material	\$0.00
Labor	\$0.00
Fees	\$0.00
Pre-Award Costs	\$0.00
Subtotal-Estimated Project Costs	\$0.00
Contingency	\$0.00
SubTotal	\$0.00
Sub-Recipient Management Costs	\$0.00
Total Update Bu	\$0.00 rudget
	Cancel Save

Fig	ure	Μ

51	IV. Budget/Costs	
Federal	Funding Sources Amount	Percent
Estimated Federal Share		
Sub-Recipient Management Costs		10096
Non-Federal Funding Share	Amount	Percent
Cash		
In-Kind		
In-House		
Global Match		
Other Agency Share	Amount	Percent
State	Amount	Percent
Estimated State Share		
Total	\$0.00	100%
-	Lodate Eupding Sources	
		Cancel Save

Figure N

ocaprooning	- roodprooming + romanices	
enerator	Generator Worksheet	
itigation Reconstruction	Mitigation Reconstruction Worksheet	
otective Measures	Protective Measures Worksheet	
fe Room-Hurricane	Hurricane Safe Rooms	
fe Room-Tornado	Tornado Safe Rooms	
tility Mitigation	Utility Mitigation Worksheet	
A copy of the Panel Information from the FIRM		
Acquisition-On-going Federal Activities		
Acquisition-Pre-event Value		
Acquisition-Property Owner documentation		
Acquisition-Statement of Assurances		
Acquisition-Voluntary interest		
Alternative Site Map		
Authorizing Agent		
Budget Workbook		
City or County Scale Map		
Concurrence from Natural Resource Conservation Service		
Select File		•
Files	_	
Upload Files		
eviously Uploaded		
Budget Workbook-TEST.pdf		



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-527

Title:

Approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs for Hazard Mitigation Grant Program (HMGP). Countywide (Alan Harris, Director - Emergency Management)

Division:

County Manager Office - Emergency Management

Authorized By:

Alan Harris

Contact/Phone Number:

407-665-5017

Background:

Seminole County Office of Emergency Management has experience in performing home / private property flood mitigation projects through the Flood Mitigation Assistance (FMA) Grant Program. The Interlocal Agreement will give Seminole County emergency management the authority to apply and manage the grant for City residents.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement with the City of Altamonte Springs.

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR OVERSIGHT OF RESIDENTIAL MITIGATION PROGRAM

THIS INTERLOCAL AGREEMENT is made and entered into by and between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and the CITY OF ALTAMONTE SPRINGS a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, FL 32701 in this Agreement referred to as "CITY."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmentalunits to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, CITY, as Agency Having Jurisdiction (AHJ), has authorized COUNTY to work on behalf of the CITY residents to obtain the Hazard Mitigation Grant Program (HMGP)through the Federal Emergency Management Agency (FEMA) through an inter-local agreement; and

WHEREAS, COUNTY is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in the County, including incorporated areas; and

WHEREAS, the HMGP funding is authorized by Section 404 of the Robert T. Stafford Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program Page 1 of 10 Disaster Relief Act, as a result of a Presidential Disaster Declaration, to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects; and

WHEREAS, Individual property owners within corporate limits of CITY ("Owner") will work with COUNTY to submit an application to the Florida Division of Emergency Management (FDEM) for HMGP funds to assist with home mitigation of Owner's residence; and

WHEREAS, COUNTY, through its Board of County Commissioners, has approved the submittal of grant applications under the HMGP program and has authorized the County Manager to execute a Federally funded HMGP subgrant agreement with FDEM to effectuate distribution of the grant funds to Owner; and

WHERAS, COUNTY will seek reimbursement from FDEM for Federal share, in accordance with the grant agreement, of the costs of Owner's flood mitigation project; and

NOW, THEREFORE, the parties, in reliance upon the foregoing recitals and in consideration of the mutual promises and covenants set forth herein, agree as follows:

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

Section 2. COUNTY Responsibilities.

(a) During the HMGP Application Development phase, COUNTY shall:

(1) Work with grant writers to support grant applications for affected Owners.

(2) Submit grant applications to FEMA on behalf of CITY and affected Owners residing in CITY.

(b) Once HMGP is Awarded, COUNTY shall:

(1) Develop a list of qualified construction companies using a competitive bid process

following Federal guidelines, State and Local ordinances, and requirements of grant agreement.

(2) Coordinate with the CITY for finalization of bid specifications.

(3) Execute grant with State of Florida / FEMA.

(4) Process payments for the Owners, once documents have been received and verifiedby CITY and in accordance with Appendix A.

(5) Complete quarterly reports with State of Florida and FEMA.

(6) Complete final documentations and close out reports with the support documentation from the CITY.

(7) Annually verify Owner is compliant with Flood Insurance requirements, when required by FEMA.

(8) Draft and execute a Memorandum of Agreement (MOA) with each Owner

approved for the Federal Emergency Management Agency mitigation grant.

(9) Confirm Owner has completed the Duplication of Benefits affidavit as part of the agreement process, and prior to full execution of the MOA.

Section 3. CITY Responsibilities.

(a) During the HMGP Application Development phase, CITY shall:

(1) As AHJ, grant authority for COUNTY to write mitigation grant applications for

Owners residing in CITY.

(2) Work with Owners residing in CITY to obtain all quotes for the mitigation application.

(3) Work with COUNTY to assist in writing grant applications and obtaining needed

information and application documentation, as needed.

(4) Authorize COUNTY to apply for hazard mitigation assistance grant funds on behalf of the CITY and its affected Owners in coordination with the Local Mitigation Strategy project list.

(b) Once HMGP is Awarded, CITY Shall:

(1) Obtain all invoices and documentation for payment from Owner.

(2) Assure all CITY permitting and building requirements are followed by Owner/construction contractor in respect to all invoices and documentation submitted.

(3) Verify all project costs spent by Owner are eligible under the grant.

(4) Verify all invoices and documents are validated by the CITY prior to issuance of all applicable permits and Certificate of Occupancy (CO), and before submission to Seminole County for payment.

(5) Complete Request for Reimbursement Form (Appendix A).

(6) Provide photograph(s) and all applicable CITY inspections/documentation of project process and implementation at time of Request for Reimbursement (Appendix A) or closeout statement (Appendix B) submission.

(7) Provide a closeout statement, CITY Certificate of Occupancy, completed CITY permits and Inspection reports, and backup documentation to support the grant closeout process (Appendix B).

Section 4. Insurance Requirements.

(a) Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 5. Indemnification.

(a) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities under this Agreement, unless such claim or demand arises out of or results from the Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program

Page 4 of 10

negligence of CITY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent COUNTY has contract employees or agents performing any work under this Agreement, COUNTY shall ensure the contractor has CITY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from CITY's activities under this Agreement, unless such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent CITY has contract employees or agents performing any work under this Agreement, CITY shall ensure the contractor has COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both CITY and COUNTY and their respective servants, agents, employees, or assigns are involved.

(d) Nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in

Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program Page 5 of 10

Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(e) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 6. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to COUNTY:

ATTN: Chief Administrator Office of Emergency Management 150 Eslinger Way Sanford, FL 32773

As to CITY:

ATTN: City Manager 225 Newburyport Ave Altamonte Springs, FL 32701

Section 7. 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 8. Parties Bound. This Agreement is binding upon and inures to the benefit of

CITY and COUNTY, and their successors and assigns.

Section 9. Conflict of Interest.

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

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as this statute may be amended from time to time, of over 5% either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

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

Section 10. Dispute Resolution. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 7 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 11. Entire Agreement.

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

Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program

between the parties relating to the subject matter of this Agreement.

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

Section 12. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 13. Severability. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 14. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

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

Section 15. Equal Opportunity Employment. CITY and COUNTY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program Page 8 of 10

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

Section 16. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 17. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 18. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 19. Term. The term of this Agreement is three years from the Effective Date and will automatically renew for another term on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing sixty (60) days notice to the party pursuant to Section 6 above. Any termination of this Agreement will not impact obligations of COUNTY or CITY owed to any Owner endorsed for HMA by the Seminole County Resiliency Working Group, said endorsement requiring COUNTY and CITY to fulfill all obligations hereunder as to each approved Owner, which obligations shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the

purposes stated above.

ATTEST:

HIT / Y SEMILIT ATE S 1920 SEMINOT ATTEST: COUNTY MINIMUM

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

DWM/kly 4/7/2023 4/19/23 T:\Users\kyeager\DWM Documents\2023\Interlocal for Mitigation Program April7(23).docx

CITY OF ALTAMONTE SPRINGS

By:

PAT BATES, Mayor

5/2/2023 Date:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

AMY LOCKHART, Chairman

Date:_

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

Interlocal Agreement between Seminole County and City of Altamonte Springs for Oversight of Residential Mitigation Program Page 10 of 10

APPENDIX A REQUEST FOR REIMBURSEMENT

Grant Agreement Number: _____

WITNESSETH:

All invoices for _________ (address) have been verified for accuracy and meet the building and life safety codes of the jurisdiction. All permitting was completed, as required. Invoices were completed in accordance with permitting requirements and the scope of work. All invoices were paid in full by the homeowner. Invoice and proof of payments are included with this request form.

All permitting, building inspections, and invoice reviews were completed by the jurisdiction having authority in compliance with all local, State and Federal code and laws.

Jurisdiction of authority verifies all invoices follow the grant program guidance and have been verified.

Signature

Jurisdiction of Authority

Date

REQUEST FOR REIMBURSEMENT

City Permit Number: _____

Grant Agreement Number:

Invoice	Business / Vendor	Туј	pe of Expense	Total
		11		
		eTe	Total	
			(25% Match)	
			Reimbursement	
emit Payment To):		Amount	
omeowner Nam	e(s)			
omeowner Addr	ess			

Homeowner Signature _____

City Representative Signature

Date



OFFICE OF EMERGENCY MANAGEMENT

APPENDIX B PROJECT CLOSE-OUT FORM

Disaster Declaration: HMGP-4673-DR-FL

REF: Grant Agreement Number: Project Title: Address: Project Type:

WITNESSETH:

All project costs for _________ (address) have been verified for accuracy and meet the building and fire safety codes of the jurisdiction. All permitting was completed, as required. Invoices match permitting parameters and were completed in accordance with state and local permitting requirements. All costs were paid in full by the homeowner. Invoice and proof of payments are included with this closeout form.

It is the responsibility of the City, or jurisdiction that has authority, to verify that all work has been completed in accordance with the scope of work and that the site is prepared for a Final Inspection from Florida Division of Emergency Management.

All permitting, building inspections, and invoice reviews were completed by the City, or jurisdiction with authority, in compliance with all local, State and Federal code and laws.

City verifies all work & costs follow grant agreement guidelines and have been verified.

	ojec.	CODE	Showie	Breunwonn
Local share	\$			
Federal share	\$			
Total cost	\$			

Project Cost-Share Breakdown

Signature

Jurisdiction of Authority

Date



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-539

Title:

Approve and accept the HOME and NSP monthly report for April 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2nd quarter Attainable Housing report pursuant to Ordinance No 2021-14. 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 **HOME** Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions. The 22/23 HOME award is \$962,247.

NSP

The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI). The U.S. Congress appropriated three rounds of NSP funding. Congress has not allocated any additional funds to NSP since the third round of funding, and most grantees are in the process of completing activities and closing out their grants. The County received Neighborhood Stabilization Program funds from the U.S. Department of Housing and Urban Development (HUD) in the amount of

\$11,014,692 between NSP 1 and NSP 3 to purchase and redevelop foreclosed and abandoned homes and residential properties.

ATTAINABLE HOUSING

The County receives and maintains funds in the General Housing Trust Fund which will be used at the discretion of the Board of County Commissioners to assist in the production of affordable housing by for-profit, nonprofit developers, and organizations and for emergency transitional housing. There is a need to produce affordable housing in the urban service/infill areas to provide rental and homeownership opportunities for Seminole County's workforce. A diverse housing stock that is accessible and affordable to a variety of households is essential to a sustainable and equitable community. On March 23, 2021, the Board approved Ordinance No 2021-14, the Seminole County General Housing Trust Fund, and requested the Community Services Department submit a quarterly written report. Attainable Housing has been funded with \$2,000,000.

In accordance with Seminole County Resolution No 2015-R-51, and No 2013-R-61, a report on HOME and Neighborhood Stabilization Program expenditures are to be provided to the BCC monthly. On March 23, 2021, the Board approved Ordinance No 2021-14, the Seminole County General Housing Trust Fund, and requested the Community Services Department report quarterly on ATTAINABLE HOUSING

Staff Recommendation:

Staff recommends the Board approve and accept the HOME and NSP monthly report for April 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Approve the 2nd quarter Attainable Housing report pursuant to Ordinance No 2021-14.

MONTH

Apr-23

	Prior			Current	Total		
Project		CY Draws		Draws		CY Expenses	
Seminole Housing Authority (TBRA)	\$	141,446	\$	25,969.00	\$	167,415	
Habitat for Humanity- Homeownership	\$	40,000			\$	40,000	
Demolition and Dumping Fees	\$	-			\$	-	
Planning and Administration	\$	9,506	\$	4,551.00	\$	14,057	
Byran Blvd Project (Env. Assessment)	\$	-	\$	6,250.00	\$	6,250	
Program Income	\$	(14,947)			\$	(14,947	
	\$	176,005	\$	36,770	\$	212,77	

	Prior CY Draws		Curr	ent		Total	
Project			Drav	Draws		CY Expenses	
					\$	-	
Habitat / Colonial Way	\$	120,742			\$	120,74	
	\$	-			\$	-	
Planning and Administration	\$	2,284	\$	453	\$	2,73	
-	\$	-			\$	-	
Program Income	\$	(102,404)			\$	(102,40	
	\$	20,622			\$	21,07	

\$14,800 was final billing or 207 Colonial Way.

a na an	Reported Quarterly: Dec, Ma Prior Program					Total Program	
Project	Expenditures			Quarter 2		Expenditures	
Planning and Administration							
605 CAMILLIA CT	\$	-	\$	380	\$	38	
Lot/Deed/Recording	\$	273	\$	4,761	\$	5,03	
URBAN LAND INST	\$	-	\$	680	\$	68	
Supplies - P-Card	\$	3,627			\$	3,62	
Books, Dues, Publications	\$	600			\$	60	
Training	\$	1,250			\$	1,25	
3500 Sanford Avenue	\$	290			\$	29	
1844 Lacy Lane	\$	17,569			\$	17,56	
Program Income	\$	-			\$	-	
	\$	23,609	\$	5,821	\$	29,43	



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-478

Title:

Issue a determination that the unoccupied structure and pool located at (1655) EE Williamson Road, Longwood, are Public Nuisances 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 August 8, 2023 for a "Show-Cause" public hearing, as prescribed in Sections 168.5-168.7, Seminole County Code. District3 - Constantine (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 structure and pool located at (1655) EE Williamson Road, Longwood are Public Nuisances; (2) authorize the Building Official to notice the owner(s) of this determination and set a date of August 8, 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 structure and pool located at (1655) EE Williamson Road, Longwood 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 this structure and pool are a Public Nuisance under the provisions of Chapter 168, Seminole County Code.

The Building Official was able to contact the record owners of this property. A timeline of notification attempts follows below:

DUSTIN D. & DANIEL H. DITTMER and JOHGHYUN PETERSON & ROBERT J. PETERSON

Mailing Address: 1553 Winter Springs Blvd, Winter Springs, FL 32708

Property Address: (1655) EE Williamson Road, Longwood

Parcel ID: 35-20-29-501-0000-0030

Legal Description: LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF

LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52

- Certified and First-Class Letters sent: December 1, 2022
- Certified Mail Receipt returned: December 19, 2022
- First-Class Letter not returned
- Certified and First-Class Revised Letters sent: January 12, 2023
- Certified Mail Receipt returned: January 20, 2023
- First-Class Letter not returned
- Certified and First-Class Letters notifying of May 23, 2023 sent: April 21, 2023

- As of the preparation of this agenda memorandum, the Certified Mail and/or First-Class Letters with Notice of Hearing have not been returned

- Property was posted with the notice of hearing on April 21, 2023

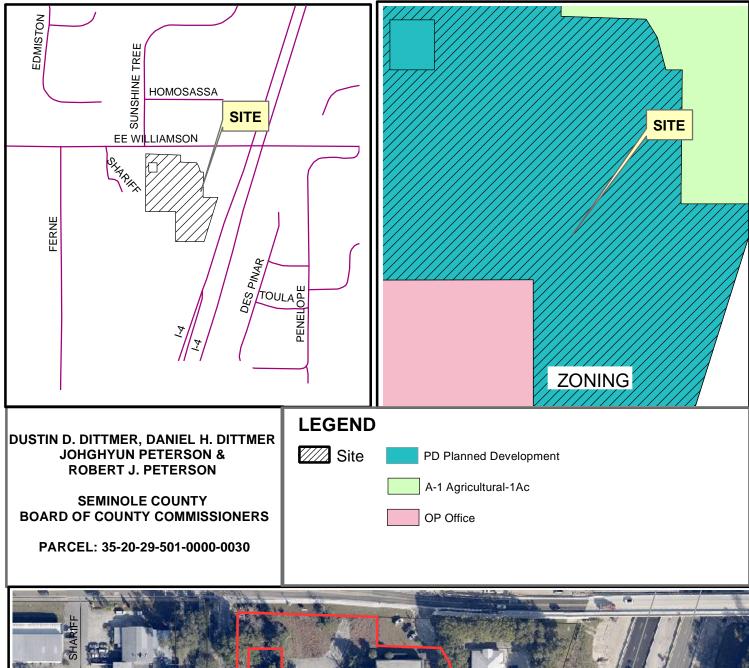
Currently there are no open code enforcement violations cited against this property.

If the Board determines that the structure and pool at (1655) EE Williamson Road, Longwood, constitutes 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:

File Number: 2023-478

Recommend the Board of County Commissioners issue a determination that the unoccupied structure and pool located at (1655) EE Williamson Road, Longwood, are Public Nuisances, 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 August 8, 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.





Property Record Card



Parcel 35-20-29-501-0000-0030

Property Address EE WILLIAMSON RD LONGWOOD, FL 32779





Parcel 35-20-29-501-0000-0030		2023 Working Values	2022 Certified Values
DITTMER, DUSTIN D - :25 Co-Trustees DITTMER, DANIEL H - :25 Co-Trustees	Valuation Method	Cost/Market	Cost/Market
Owner(s) DITIMER, DANIEL H - :25 CO-Insides PETERSON, JONGHYUN - Tenancy by Entirety :25 PETERSON, ROBERT J - Tenancy by Entirety :25	Number of Buildings	1	1
Property Address EE WILLIAMSON RD LONGWOOD, FL 32779	Depreciated Bldg Value		
Mailing 1553 WINTER SPRINGS BLVD WINTER SPGS, FL 32708- 3802	Depreciated EXFT Value		
Subdivision Name DES PINAR ACRES	Land Value (Market)	\$2,234,725	\$2,147,949
Subdivision Name DES FINAR ACRES	Land Value Ag		
Tax District 01-COUNTY-TX DIST 1	Just/Market Value	\$2,234,725	\$2,147,949
DOR Use Code 1005-VAC COMM - MISPLACED IMPR	Portability Adj		
Exemptions None	Save Our Homes Adj	\$0	\$0
AG Classification No	Amendment 1 Adj	\$1,617,430	\$1,586,772
	P&G Adj	\$0	\$0

2022 Certified Tax Summary

2022 Tax Amount without Exemptions

2022 Tax Bill Amount

\$28,799.91 2022 Tax Savings with Exemptions \$12,611.82 \$16,188.09

* Does NOT INCLUDE Non Ad Valorem Assessments

Assessed Value

Legal Description

LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21

\$561,177

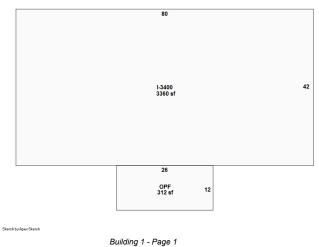
\$617,295

ROAD DISTRICT	\$617,295	\$0	\$617,295
FIRE	\$617,295	\$0	\$617,295
Schools	\$2,234,725	\$0	\$2,234,725

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ount
2,008,000
\$226,725
5

Building Information

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value	Appendages	
1	STEEL/PRE ENGINEERED.	1977	1	3360.00	METAL PREFINISHED	\$0	\$0	Description	Area
								OPEN PORCH FINISHED	312.00



Perm	its				
Permit #	Description	Agency	Amount	CO Date	Permit Date
00121	SLAB & ANTENNAS; PAD PER PERMIT 1647 E E WILLIAMSON RD	County	\$39,700		1/1/1999
08201	BELL SO EQUIP SHELTER; PAD PER PERMIT 1649 E E WILLIAMSON RE	D County	\$35,000		12/1/1997
05168	CELL TOWER; PAD PER PERMIT 1653 E E WILLIAMSON RD	County	\$18,000		5/15/2007
09012	FIRE PROTECTION	County	\$35,000	3/14/2000	12/1/1999
08430	ANTENNAS ON CELL TOWER; PAD PER PERMIT 1647 EE WILLIAMSON RD	County	\$20,000		10/23/2009
00455	CLEAN AGENT SUPPRESSION SYSTEM; PAD PER PERMIT 1649 E E WILLIAMSON RD	County	\$9,970		1/1/1998
07954	INSTALL RECEPTACLES AT POOL DECK; LONGWOOD AQUATIC CLUB	County	\$0		10/1/1998
08154	CELL TOWER - 1647 EE WILLIAMSON RD	County	\$30,000	2/26/2014	10/30/2012
04629	ADDING ANTENNAS TO CELL TOWER - VERIZON WIRELESS - 1647 EE WILLIAMSON RD	County	\$12,000		6/6/2013
08354	AT&T IS ADDING & REPLACING ANTENNAS & EQUIPMENT - 1647 EE WILLIAMSON RD	County	\$17,500		8/22/2014
02245	T-MOBILE EXISTING ANTENNAS - ADD BOOSTER & HYBRID CABLE TO TOWER - 1645 EE WILLIAMSON RD	County	\$20,000	8/29/2013	3/28/2013
11860	ELECTRICAL - 1647 EE WILLIAMSON RD	County	\$2,200		10/13/2016
03655	ADD EQUIPMENT TO TOWER @ 1647 EE WILLIAMSON RD	County	\$20,000		4/4/2016
00621	IRRIGATION WELL; PAD PER PERMIT 1649 E E WILLIAMSON RD	County	\$0		1/1/1998
12572	ADD ANTENNAS TO TOWER - 1647 EE WILLIAMSON RD	County	\$20,000	2/29/2016	11/5/2015
02628	CELL TOWER- 1647 EE WILLIAMSON RD	County	\$20,000		3/21/2019
14072	CELL TOWER - 1647 EE WILLIAMSON RD	County	\$18,000		10/13/2017
18693	WALK IN COOLER- 1651 EE WILLIAMSON RD	County	\$22,500		3/6/2019
18692	RANGEHOOD	County	\$26,800		4/17/2019
00727	CONCRETE PAD W/ELECTRICAL ON EXISTING TOWER; PAD PER PERMIT 1655 E E WILLIAMSON	County	\$15,000	4/8/1998	2/1/1998
17577	CELL TOWER- 1647 EE WILLIAMSON RD	County	\$35,000		12/13/2017
14527	1651 EE WILLIAMSON RD: SITE LIGHTING [DES PINAR ACRES]	County	\$32,400		4/17/2019
11210	1647 EE WILLIAMSON RD: CELL TOWER-ADD ANTENNAS [DES PINAR ACRES]	County	\$20,000	1/9/2020	11/8/2019
00428	1647 EE WILLIAMSON RD: CELL TOWER- [DES PINAR ACRES]	County	\$20,000		2/13/2020
09905	1647 EE WILLIAMSON RD: CELL TOWER-cell tower [DES PINAR ACRES]	County	\$18,000	2/16/2021	9/20/2020
21113	1647 EE WILLIAMSON RD: CELL TOWER-communication tower [DES PINAR ACRES]	County	\$2,250		1/4/2021
11148	1647 EE WILLIAMSON RD: CELL TOWER-cell tower [DES PINAR ACRES]	County	\$45,000	9/23/2022	7/13/2021
11349	1647 EE WILLIAMSON RD: CELL TOWER-Existing Cell Tower [DES PINAF ACRES]	R County	\$18,000		7/26/2021
15125	1647 EE WILLIAMSON RD: CELL TOWER-Cellular Tower [DES PINAR ACRES]	County	\$20,000		10/12/2021
14852	1647 EE WILLIAMSON RD: CELL TOWER-Cell Tower/GENERATOR [DES PINAR ACRES]	County	\$40,000	4/12/2022	10/28/2021
17865	1647 EE WILLIAMSON RD: ELECTRIC - GENERATOR-Cell Tower [DES PINAR ACRES]	County	\$20,000		11/17/2021
19189	1647 EE WILLIAMSON RD: CELL TOWER-Cell Tower [DES PINAR ACRES	S] County	\$18,000		2/8/2022
Extra	Features				
Descripti	on Ye	ar Built	Units	Value	New Cost
6' CHAIN LI	INK FENCE 07/	/01/1979	589	\$0	
POOL CON	IMERCIAL 07	/01/1977	100	\$0	
SAUNA/STI	EAM ROOM 07	/01/1979	1	\$0	
PATIO CON	NC 07	/01/1979	6,281	\$0	
COMMERC	IAL ASPHALT DR 2 IN 07/	/01/1979	34,892	\$0	

Zoning								
Zoning Zoning Desc		Zoning Descrip	ription Future Land Use		nd Use	Future Land Use Descript		
PD		Suburban Estate	ates SE			Planned D		
Utility In	format	tion						
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
36.00	DUKE	CENTURY LINK	SUNSHINE WATER SERVICES	SUNSHINE WATER SERVICES	NA	NA	NA	NA
Political Representation								
Commissione	r	US Congress	State House		tate Senate	Voting Precinct		
Dist 3 - Lee Con	stantine	Dist 7 - Cory Mills	Dist 29 - Rachel Plakon		st 9 - Jason Brodeur	36		
School I	nforma	ation						
Elementary School District		rict N	Middle School District		High School District		t	
Woodlands		R	Rock Lake		Lyman			

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DEVELOPMENT SERVICES DEPARTMENT



BUILDING DIVISION

MEMORANDUM

Date: December 1, 2022

To: Commissioner Lee Constantine, District 3 Commissioner

From: Bob Pike, Building Official

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

RE: Public Nuisance

LEGAL: LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52 1651 EE Williamson Road, Longwood, FL 32779 / CASE # 22-00300010

In accordance with Chapter 168, Seminole County Code, an investigation has been completed of the unoccupied building and pool that are located on the above described property. The Owners of Record as shown on the current Tax records are DUSTIN D. & DANIEL H. DITTMER, JOHGHYUN PETERSON & ROBERT J. PETERSON.

The unoccupied building and pool constitutes a Public Nuisance for the following reasons:

- 1. The building and pool located on parcel: 35-20-29-501-0000-0030 have been severely damaged by the elements of nature due to abandonment.
- 2. The doors and windows including frames, interior partition walls and rear wall of the building 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 structure and pool 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.



BUILDING DIVISION

December 1, 2022

DUSTIN D. & DANIEL H. DITTMER JOHGHYUN PETERSON & ROBERT J. PETERSON 1553 WINTER SPRINGS BLVD WINTER SPRINGS, FL 32708-3802

RE: LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52 1651 EE Williamson Road, Longwood, FL 32779 / CASE # 22-00300010

Dear Property Owners,

A recent inspection of the above described property revealed the following conditions: The building and pool located on parcel. 35-20-29-501-0000-0030 has been severely damaged by the elements of nature due to abandonment. The doors and windows including frames, interior partition walls and rear wall of the building 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 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 structure and pool unsafe, unsuitable for occupancy and detrimental to the health, safety, and welfare of the general public. The structure and pool 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 and pool to be a public nuisance. The following repairs are required in order to correct these conditions: the structure 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 structure and pool. The required repairs or demolition and removal of the structure and pool 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 structure and pool as a public nuisance before the Board of County Commissioners. If the Board of County Commissioners determines that the structure and pool constitutes a public nuisance, you will be summoned to appear before the Board of County Commissioners to show cause as to why such structure and pool 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

DEVELOPMENT SERVICES DEPARTMENT



BUILDING DIVISION

January 12, 2023

CERTIFIED MAIL RECEIPT: 70211970000150761799

DUSTIN D. DITTMER & DANIEL H. DITTMER JOHGHYUN PETERSON & ROBERT J. PETERSON 1553 WINTER SPRINGS BLVD WINTER SPRINGS, FL 32708-3802

RE: LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52 ## EE Williamson Road, Longwood, FL 32779 (old Aquatic Center) / CASE # 22-00300010

Dear Property Owners,

A recent inspection of the above-described property revealed the following conditions: The building and pool located on parcel: 35-20-29-501-0000-0030 have been severely damaged by the elements of nature due to abandonment. The doors and windows including frames, interior partition walls and rear wall of the building 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 structure and pool unsafe, unsuitable for occupancy and detrimental to the health, safety, and welfare of the general public. The structure and pool 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 and pool to be a public nuisance. The following repairs are required in order to correct these conditions: the structure 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 structure and pool. The required repairs or demolition and removal of the structure and pool 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 structure and pool as a public nuisance before the Board of County Commissioners. If the Board of County Commissioners determines that the structure and pool constitute a public nuisance, you will be summoned to appear before the Board of County Commissioners to show cause as to why such structure and pool 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 do not hesitate to contact me directly.

Sincerely,

Bob Pike Building Official 407-665-7460

Enclosure: Seminole County Code, Chapter 168

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

On this date, April 24, 2023, the Seminole County Building Official certified the following findings:

A. Property Information:

- 1. Address: (vacant) EE Williamson Road, Longwood, FL 32779
- 2. Legal Description: LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52
- 3. Tax ID Number: 35-20-29-501-0000-0030
- 4. <u>The Owners of Record as shown on the current Tax Records are</u>: DUSTIN D. DITTMER, DANIEL H. DITTMER, JOHGHYUN PETERSON & ROBERT J. PETERSON.
- B. Structure Determined to be Unsafe: The entire building and pool.

C. Findings:

- 1. The above referenced structure and pool 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, interior partition walls 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 structure and pool 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 December 1, 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 structure and pool, on December 1, 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.

D. Basis for findings:

The above findings are based on an examination of the following evidence:

- 1. Physical Site Inspection; and
- 2. Photographs (attached hereto)

E. Determination:

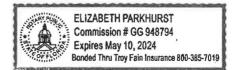
Based on the above Findings, I hereby determine that the above-described unoccupied structure and pool are unsuitable for occupancy, and are dangerous and unsafe. This structure(s) creates a fire hazard and a hazard to the safety and health of the general public, and hereby declared to be a public nuisance as defined in Section 168.1, Seminole County Code.

Bob Pike, Building Official Seminole County Date: April 24, 2023

STATE OF FLORIDA) COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, 24^{th} day of April, 2023, the foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization, by Bob Pike (name of person acknowledging), who is personally known to me.

Elizabeth Parkhurst Notary Public to and for the County and State aforementioned. My Commission Expires:



NOTICE OF DETERMINATION OF PUBLIC NUISANCE SEMINOLE COUNTY, FLORIDA

Re: PARCEL I.D. NO – 35-20-29-501-0000-0030 (1655) EE WILLIAMSON ROAD LONGWOOD, FL 32779 DUSTIN D. DITTMER, DANIEL H. DITTMER, JOHGHYUN PETERSON AND ROBERT J. PETERSON 1553 WINTER SPRINGS BLVD WINTER SPRINGS, FL 32708

THIS MATTER came before the Seminole County Board of County Commissioners for hearing on May 23, 2023. The Board having received evidence, thereupon issues the following Findings of Fact, Conclusion of Law, and Order:

I. FINDINGS OF FACT

1) **Dustin D. Dittmer, Daniel H. Dittmer, Johghyun Peterson and Robert J. Peterson** are the record owners of, and in custody and control of, the property and structure and pool located at (1655) EE Williamson Road, Longwood, Seminole County, Florida and legally described as follows:

LOT 3 & THAT PT OF LOT 4 LYING W OF I-4 (LESS BEG 86 FT S & 72 FT E OF NW COR LOT 3 RUN S 59 FT E 58 FT N 65 FT W 58 FT S 6 FT TO BEG & E 208.71 FT OF W 258.71 FT OF S 108.71 FT OF LOT 3 & W 20 FT OF LOT 3 & BEG INT W R/W I-4 & S R/W E E WILLIAMSON RD RUN N 88 DEG 17 MIN 17 SEC W 346.86 FT S 50.03 FT S 88 DEG 17 MIN 17 SEC E 109.68 FT S 30 DEG 18 MIN 45 SEC E 27.94 FT S 14 DEG 48 MIN 04 SEC E 43.62 FT E 21 FT S 174.07 FT E 101.81 FT TO WLY R/W I-4 N 17 DEG 20 MIN 29 SEC E ON R/W 296.35 FT TO BEG) & N 100 FT OF LOTS 9 & 10 LYING W OF I-4 (LESS W 258.71 FT) DES PINAR ACRES PB 12 PG 52

Tax Parcel I.D. # 35-20-29-501-0000-0030

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

3) The doors and windows including frames, interior partition walls and rear wall of the building 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 structure and pool 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 December 1, 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 structure, on December 1, 2022 and January 12, 2023, 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 April 24, 2023.

II. CONCLUSION OF LAW

The Seminole County Board of County Commissioners determines that the abovedescribed unoccupied structure and pool are unsuitable for occupancy, and is dangerous and unsafe. This structure and pool 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) <u>Corrective Action:</u> Based on the above-stated Findings and Conclusion of Law, it is hereby Ordered that the structure and pool 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 structure and pool.
- B) <u>Filing:</u> 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) <u>Notice to Show Cause:</u> A copy of this Notice of Determination of Public Nuisance shall be served upon the record owners of the property and structure and pool described herein, together with a summons to appear at a Public Hearing on August 8, 2023, to show cause if any, why such land, building, structure and pool 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 23rd day of May 2023, in Seminole County, Florida.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

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

Amy Lockhart, Chairman

Date:

As authorized for execution by the Board of County Commissioners at its May 23, 2023 regular meeting.

County Attorney



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-495

Title:

Adopt the Resolution vacating and abandoning a portion of a fourteen (14) foot wide platted Utility Easement on Lot 8, Lot 9, and Lot 10, Seminole Industrial Park First Addition, as recorded in the Public Record of Seminole County, Book 14, Page 30, more particularly known as 150 Atlantic Drive; (Misha Cardamone - Nuvo Development Partners, LLC, Applicant) Lockhart- District4 (**Annie Sillaway, Project Manager**).

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Annie Sillaway 407-665-7936

Background:

The Applicant is requesting a partial vacate of a seven (7) foot portion of the utility easement along the south and southeast portion of Lot 8 and the entire fourteen (14) foot utility easement located along Lots 9 and 10. The vacation of the utility easement is to allow the construction of a self-storage facility on the subject property. The total area of the utility easement to be vacated is 3,774 square feet on Atlantic Drive, for which the Future Land Use and Zoning were approved by the Board of County Commissioners on May 9, 2023.

Seminole County Development Services has obtained letters of no objection from all applicable utility companies. County staff has no objections to the partial vacation and abandonment of the utility easement. The portion of the utility easement that is not vacated will remain along Lots 1-7 and Lots 11-13.

Currently, there is an existing City of Altamonte Springs owned six (6) inch water main located in the utility easement. As a condition of the development approval, and as shown on the Master Development Plan, a new utility easement will be established along a portion of the south and western portions of the property. The City of

Altamonte Springs has no objection to the Applicant vacating the existing easement and relocating the water main. At the time of Final Engineering, the Applicant will be responsible for relocating the City of Altamonte Springs water main.

This request complies with the requirements for vacating easements under the authority of Section 35.184(b), Land Development Code of Seminole County, and Section 177.101 of the Florida Statutes.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the Resolution vacating and abandoning a portion of a fourteen (14) foot wide platted Utility Easement on Lot 8, Lot, 9 and Lot 10, Seminole Industrial Park First Addition, as recorded in the Public Record of Seminole County, Book 14, Page 30, more particularly known as 150 Atlantic Drive.

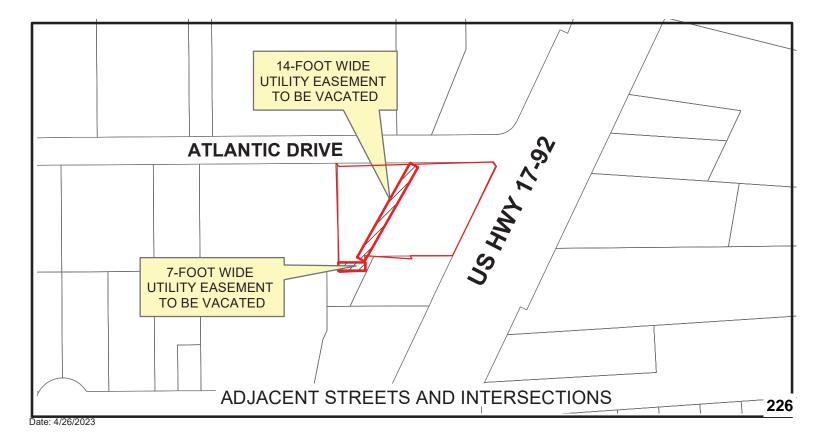


LEGEND

ATLANTIC DRIVE (150) UTILITY EASEMENT VACATE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 23, 2023 PORTION OF UTILITY EASEMENT

REQUESTED TO BE VACATED



RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT ON LOT 8, LOT 9, AND LOT 10, SEMINOLE INDUSTRIAL PARK FIRST ADDITION, RECORDED IN PLAT BOOK 14, PAGE 30 AS RECORDED IN PLAT BOOK OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes, authorizes and empowers the Board of County Commissioners (the "Board"), upon the petition of any person(s), to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Ronald E Klein Trust, petitioned the Board to vacate and abandon the following described in Exhibit A; and

WHEREAS, the Petitioners are the apparent owners of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above described utility easement is in the best interest of the County and the public in that the area in question is not required for utility purposes or other public need;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that: Section 1. <u>Recitals.</u> The above recitals are true and are incorporated herein as legislative findings.

Section 2. <u>Findings.</u> Upon request of Petitioner(s), the Board finds, determines, and declares that the utility easement described in Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. <u>Effective Date.</u> This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this _____day of _____, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

Amy Lockhart, Chairman

Attachment: Exhibit A – Sketch and Description

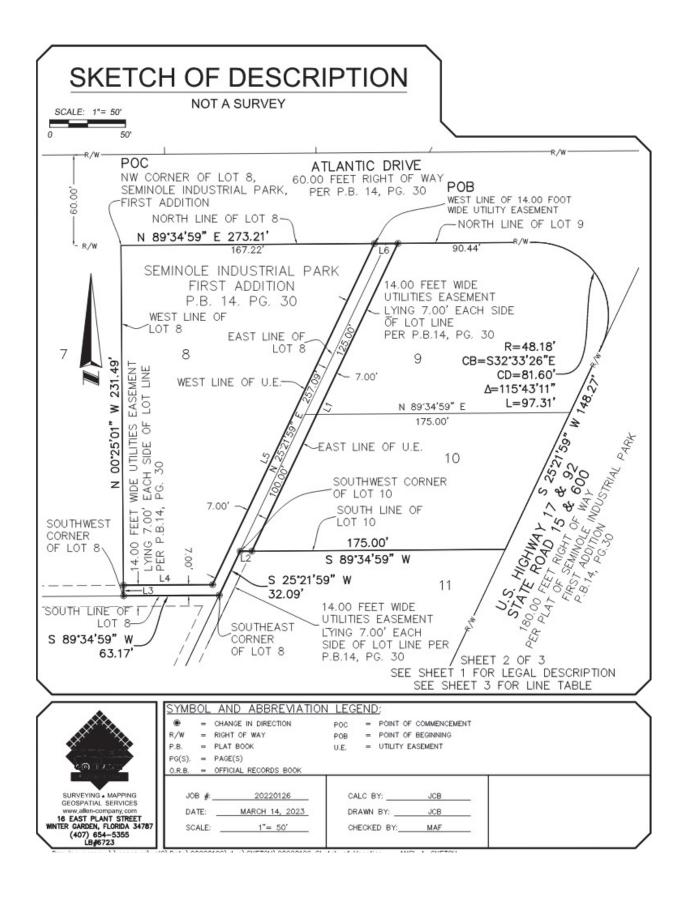
Authority: Section 177.101, Florida Statutes

PHC/kly 4/18/23 T:\Users\Legal Secretary CSB\Planning\2023\Vacate Reso Atlantic Drive April18(23).docx

Exhibit "A" Sketch and Description



Vacate and Abandon Utility Easement Atlantic Drive (150) Page 3 of 4



Vacate and Abandon Utility Easement Atlantic Drive (150) Page 4 of 4



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:

 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. Jared Huhn November 15, 2022 Page 2

- 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 <u>jkusiolek@altamonte.org</u>.

Sincerely,

Druce Voig

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

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, Ronald E. Kline Trust, Konnie Kline Tru	stee, the owner of record for	the following described
property (Tax/Parcel ID Number)	19-21-30-514-0800-0080	hereby designates

Sam J. Sebaali, P.E., President, Florida Engineering Group, Inc. 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
X 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.

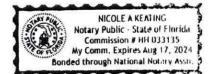
20/2022

Property Owner's Signature

Konnie Kline Property Owner's Printed Name

STATE OF FLORIDA uninale **COUNTY OF**

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take **Konnie Kline** (property owner), acknowledgements, appeared □ by means of physical presence or □ online notarization; and □ who is personally known to me or ☑ who has as identification, and who executed the foregoing instrument and produced FLDL 20 day of sworn an oath on this nicole a keating



Notary Public



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-496

Title:

Consider the Myrtle Urban Conservation Village Design Overlay Amended and Restated Developer's Commitment Agreement; containing twenty-one (21) lots on 14.27 acres zoned A-1 (Agriculture), located on the southeast corner of Myrtle St and Lake Ave, approximately ¼ mile west of S Sanford Ave; (Z2023-05) (Zachary Miller, Applicant) District2 - Zembower (Annie Sillaway, Project Manager).

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Annie Sillaway 407-665-7936

Background:

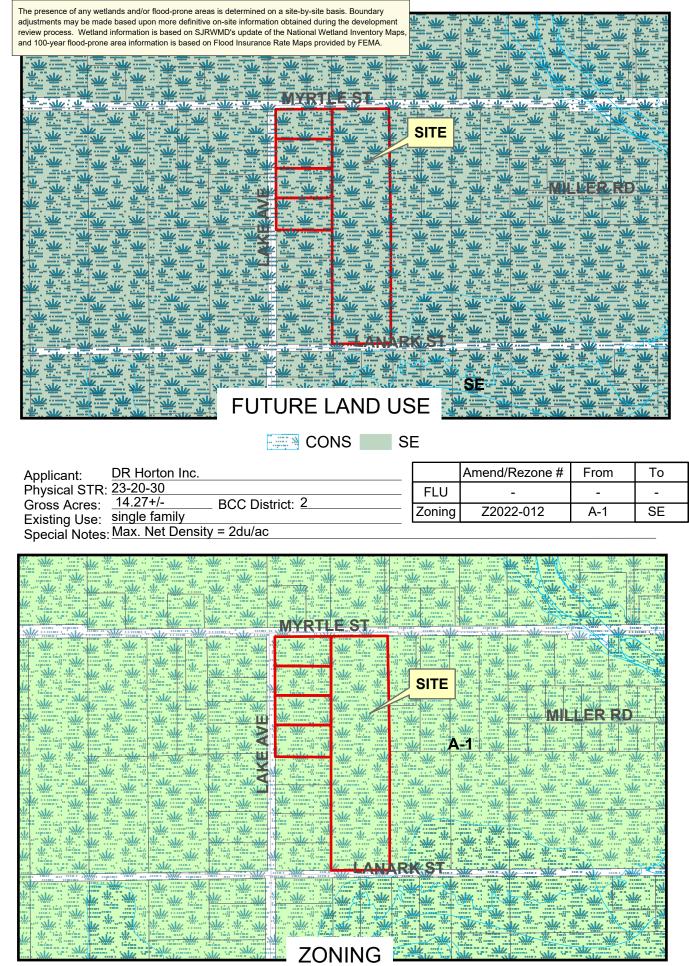
The development is within the Urban Conservation Village Design Overlay and based on the Land Development Code of Seminole County, the proposed development is required to provide a Final Development Plan and a Developer's Commitment Agreement to the Board of County Commissioners as a Regular Agenda item. On December 13, 2022, the Board of County Commissioners approved the Myrtle Final Development Plan, which consists of twenty-one (21) lots on 14.27 acres, for a single-family residential subdivision with a maximum density of two (2) dwelling units per net buildable acre, in accordance with Seminole County Land Development Code (SCLDC) Sec. 30.481 - Urban Conservation Village Design Overlay.

The Applicant is proposing an amendment to revise the Developer's Commitment Agreement, to remove a portion of the language in Condition B that states, "The internal roads shall be privately owned and maintained by the H.O.A.," to be consistent with the Final Development Plan that shows tract RW-1 (internal right of way) as a public ROW to be owned and maintained by Seminole County. The Applicant would like the ownership of the internal right of way to be public. The amendment will make the DCA and Final Development Plan consistent. Condition Q has also been revised to be consistent with the Seminole County Land Development Code Sec. 30.483 (b) (1) & (2) - that states, residential structures must be set at least thirty-five (35) feet back from the right of way line of any other rights-of-way external to the development; and residential structures must be set at least thirty-five (35) feet back from the any external developments.

Conditions R and S have been added to the Developer's Commitment Agreement. Condition R requires the Applicant to provide revised plans showing additional sidewalk to improve pedestrian circulation. Condition S prohibits planting trees within the public right of way and a note will be placed on the plans stating Condition S. Both conditions R and S will be implemented at the time of Final Engineering.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the Myrtle Amended and Restated Developer's Commitment Agreement; containing twenty-one (21) lots on 14.27 acres zoned A-1 (Agriculture), located on the southeast corner of Myrtle St and Lake Ave, approximately ¹/₄ mile west of S Sanford Ave.



CONS A-1

Date: 6/3/2022

Z2022-012



Date: 6/7/2022

Name Z2022-012Aerial

AMENDED AND RESTATED MYRTLE FINAL DEVELOPMENT PLAN, DEVELOPER'S COMMITMENT AGREEMENT, COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On May 23, 2023, Seminole County executed this Revised and Restated Developer's Commitment Agreement to replace the Developer's Commitment Agreement #22-0500010, issued on December 13, 2022, and recorded in Seminole County Official Records Book 10376, Pages 1317-1326, relating to and touching and concerning the following described property:

Legal Description Attached as Exhibit "A"

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

1. **PROPERTY OWNER**

Patricia Lively and Lydia M. Beahn

2. STATEMENT OF BASIC FACTS

Α.	Total Area:	14.27 Acres
В.	Zoning:	A-1 (Agriculture)
C.	Maximum Density	2 DU/Net Buildable Acre
D.	Maximum Number of Units:	Twenty-one (21)
E.	Maximum Building Height:	Thirty-five (35) feet (2 Stories)
F.	Minimum Width at Building Line:	Fifty (50) feet
G.	Minimum Lot Size:	5,500 square feet

The development approvals are consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.

The Property Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the above described property.

Z2023-05 DCA # 23-20500005 MYRTLE

3. LAND USE BREAKDOWN

TRACT	DESCRIPTION	OWNERSHIP	Acre	Percentage
RW-1	Right-of-Way	Seminole County	1.10	7.71%
RT-1	Right-of-Way Dedication	Seminole County	0.28	1.96%
GW-1	Greenway/Open Space	H.O.A.	4.84	33.92%
	Stormwater Pond/Open			6.59%
PD-1	Space	H.O.A.	0.94	
WD-1	Wetland/Conservation	H.O.A.	3.76	26.35%
Single Fa	mily Lots		3.35	23.47%
Total			14.27	100%

*Homeowner's Association (H.O.A.)

4. OPEN SPACE AND RECREATION AREAS

Gross Site Area:	14.27 acres
Wetland:	3.76 acres
Required Open Space: 10.51 (Net Buildab	le) X 50% = 5.26 acres
Open Space Provided:	5.78 acres

5. BUILDING SETBACKS

Lots	
Front Yard	Twenty (20) feet
Side Yard	Five (5) feet
Side street	Fifteen (15) feet
Rear Yard	Twenty (20) feet
Accessory Structures less than 200 sq ft and twelve (12) ft in height	
Side	Five (5) feet
Side Street	Fifteen (15) feet
Rear	Five (5) feet
Pool Screen Enclosures	
Side	Five (5) feet
Side Street	Fifteen (15) feet
Rear	Five (5) feet
Swimming Pool Waters Edge	
Side Yard	Seven and one half (7.5) feet
Side Street	Fifteen (15) feet
Rear Yard	Seven and one half (7.5) feet

6. **PERMITTED USES**

Detached single-family residential homes and their customary accessory uses as defined in the Seminole County Land Development Code.

7. LANDSCAPE & BUFFER CRITERIA

- North: Ten (10) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.1 with 0.95 plan units per 100 linear feet utilizing Plant Unit A.
- South (adjacent to residential lots): Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit A.
- West (adjacent to Lake Avenue): Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit "C" only due to overhead powerlines.
- <u>West (adjacent to stormwater pond)</u>: Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet utilizing Plant Unit A. Buffer will impact the wetland buffer and wetland area.
- East: Fifteen (15) foot wide landscape buffer; landscape components shall provide an opacity rating of 0.2 with 1.85 plant units per 100 linear feet Utilizing Plant Unit A.

8. **DEVELOPMENT COMMITMENTS**

- A. All development shall comply with the Final Development Plan attached hereto as Exhibit B, which is incorporated herein by reference.
- B. A mandatory Homeowner's Association (H.O.A.) must be created to provide for management of all common areas and facilities.
- C. The developer shall provide a pedestrian circulation system within the development, sidewalks must comply with the Land Development Code of Seminole County.
- D. Accessory Buildings less than 200 sq. ft. must be setback 120' from centerline of Myrtle Street and fifteen (15) feet from all other external project boundaries.
- E. Swimming Pool Screen Enclosure must be setback 125' from the centerline of Myrtle Street and twenty (20) feet from all other external project boundaries.
- F. Swimming Pools must be setback 130' from the centerline of Myrtle Street and twenty-five (25) feet from all other external project boundaries.

- G. The Developer will be required to dedicate nine (9) feet of additional right-ofway along Myrtle Street and an additional ten (10) feet of right of way along Lake Avenue to Seminole County.
- H. Primary residential structures must maintain a minimum building setback of 140 feet from the center line of Myrtle Street and a minimum of thirty-five (35) feet from the west, south, and east perimeter boundary of the development.
- I. At time of Final Plat, a Greenway Ownership and Management Plan will be executed. The Plan will address the creation and maintenance, of the required landscape and hardscape design, lighting for streets and amenities, permitted uses within the Greenway Conservation area and hours of operation if applicable. The Plan and estimated costs will become part of the H.O.A. documents governing the use and maintenance of the open space and Greenway Conservation areas.
- J. A perpetual conservation easement that runs with the land and prohibits any development other than that listed in the Greenway Ownership and Management Plan must be executed at time of Final Plat.
- K. Except as required for permitted development, permitted landscaping, routine maintenance, removal of invasive species, or as specifically provided in this development approval; there will be no removal, destruction, or cutting of trees, shrubs, or other vegetation within the conservation easement, and the land within the easement area shall be allowed to grow in its natural state with supplemental native flora as indicated in the Greenway Ownership and Management Plan.
- L. There shall be no permitted development within, or disturbance of the wetlands and wetland buffer.
- M. The project shall be developed in one (1) phase.
- N. The wetlands will be placed in a conservation easement owned and maintained by the homeowner's association and dedicated to Seminole County.
- O. Fences, pools, and other residential structures be located no closer than twenty-five (25) feet from Secondary Conservation Areas.
- P. In addition to maintenance of the land in its natural state, the following uses are permitted in the greenway conservation easement: neighborhood recreational uses such as picnic areas, community gardens, trails, playgrounds, bikeways, tennis courts, basketball courts, and community pools; provided however that tennis courts, basketball courts, and community pools do not exceed a maximum of one (1) acre of the required greenway area.
- Q. Residential structures must be set at least thirty-five (35) feet back from the right-of-way line of any other rights-of-way external to the development, and

residential structures must be set at least thirty-five (35) feet back from the boundaries with any external developments.

- R. A revised plan showing the sidewalk layout as agreed upon between the Applicant and Public Works Engineering will be provided at the time of Final Engineering. Sidewalks must be provided in front and adjacent to each residential lot.
- S. Trees in the Public right-of-way will not be allowed. Please add a note to the final site plan stating that trees will not be planted in the public right-of-way.
- T. Residential Structures must be set at least one hundred forty (140) feet back from the center line of Myrtle Street.
- U. Solid fences are permitted along rear yard and side yard lot lines; however, fences with an opacity of greater than fifty (50) percent, nor any walls, nor any berms of over three (3) feet in height shall be permitted within 120 feet of the center line of Myrtle Street.
- V. The visual impact of homes on exterior lots shall be minimized by the use of existing vegetation or planting of additional landscaping.
- W. Stormwater retention areas must be designed and landscaped as an aesthetic asset to the greenway conservation easement.
- X. At time of Final Engineering review, the Developer must demonstrate that the development meets the requirements of SCLDC Sec. 30.483(f) to incorporate stormwater volume reduction by retaining on-site the difference between predevelopment and post-development runoff volume for a twenty-five (25) year, twenty-four (24) hour storm event with recovery of seventy-five (75) percent of volume within seventy-two (72) hours of the storm event.
- Y. The development must connect to public utilities for water and sewer.
- Z. Signage must comply with the Land Development Code of Seminole County.
- AA. Street lighting shall be designed such that there is no light spillage of greater than one-half (1/2) foot candle onto properties adjacent to the Conservation Village or onto conservation easement.
- BB. Unless specifically addressed otherwise herein, all development will fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- CC. A minimum five (5) foot side yard drainage easement shall be required on all lots; air conditioning units, pool equipment, water softeners, or similar facilities, and other encumbrances shall not be permitted within three (3) feet from the side property line within the drainage easements.
- DD. This Developer's Commitment Agreement touches and concerns the aforedescribed property, and the conditions, commitments, and provisions of this Developer's Commitment Agreement and will perpetually burden, run with, and follow the said property and be a servitude upon and binding upon

Z2023-05 DCA # 23-20500005 MYRTLE

> said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith.

EE. The terms and provisions of this Developer's Commitment Agreement are not severable, and in the event any portions of this Developer's Commitment Agreement shall be found to be invalid or illegal, then the entire Developer's Commitment Agreement shall be null and void.

9. <u>RELATIONSHIP TO FINAL DEVELOPMENT PLAN AND DEVELOPER'S</u> COMMITMENT AGREEMENT

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Development Plan for the property, which is approved concurrently by Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Development Plan, the terms and conditions of Developer's Commitment Agreement will control.

Approved as to form and legal sufficiency

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

County Attorney

By:

Amy Lockhart, Chairman

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, by _______ who is [] personally known to me or [] has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 202___.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, Patricia Lively, the owner of the above described property, on behalf of itself and it's heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Witness

Patricia Lively, Owner

Print Name_____

Witness
Print Name_____

STATE OF FLORIDA) COUNTY OF SEMINOLE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, by ______, who is [] personally known to me or [] has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 202___.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, Lydia Beahn, the owner of the above described property, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Witness	Lydia Beahn
Print Name	
Witness	
Print Name	
STATE OF FLORIDA) COUNTY OF SEMINOLE)	
I HEREBY CERTIFY that the foregoing instru of [] physical presence or [] online notarization	ment was acknowledged before me by means

of [] physical presence or [] online notarization, by ______, who is [] personally known to me or [] has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 202_.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

Z2023-05 DCA # 23-20500005 MYRTLE

Exhibit A Legal Description

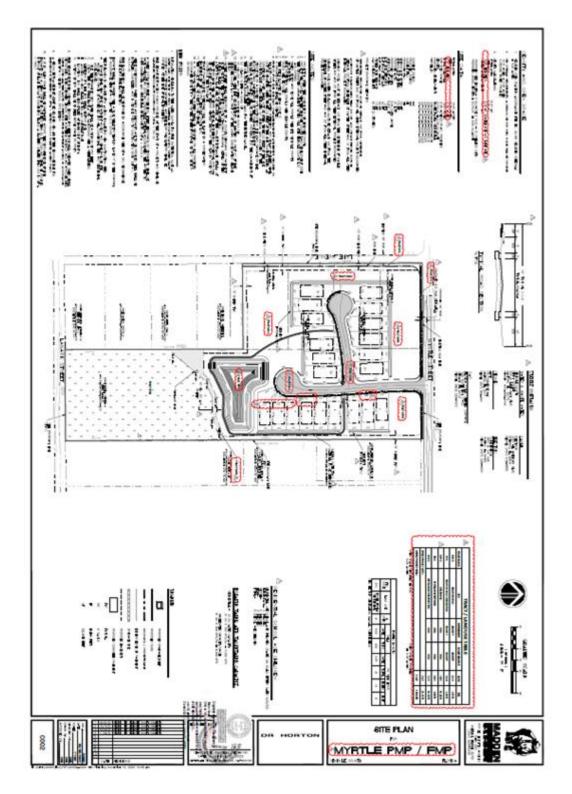
LOTS 11, 31, 32, 33 AND 34 OF EUREKA HAMMOCK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 106, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND LYING IN THE SOUTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 30 EAST, OF SAID SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST OUARTER (1/4) CORNER OF SECTION 24. TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE N89°35'37"E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 2,650.97 FEET TO A POINT BEING THE INTERSECTION OF THE CENTERLINES OF MYRTLE STREET (A 33 FEET WIDE RIGHT OF WAY PER THE AFOREMENTIONED EUREKA HAMMOCK PLAT) AND LAKE AVENUE (A 30 FEET WIDE RIGHT OF WAY PER SAID EUREKA HAMMOCK PLAT); THENCE S00°13'21"E ALONG THE CENTERLINE OF SAID LAKE AVENUE, A DISTANCE OF 16.50 FEET TO A POINT ON THE EXTENDED SOUTHERLY RIGHT-OF-WAY OF MYRTLE STREET; THENCE N89°37'36"E ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 34; THENCE N89°37'36"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND COINCIDENT WITH THE NORTH LINES OF SAID LOTS 34 AND 11, A DISTANCE OF 635.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, THENCE S00°17'58"E ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 1,286.37 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF LANARK STREET (A 40 FEET WIDE RIGHT OF WAY PER THE FORMERLY MENTIONED EUREKA HAMMOCK); THENCE, DEPARTING SAID EASTERLY LINE OF LOT 11, S89°38'37"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND COINCIDENT WITH THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 329.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N00°06'40"W, ALONG THE WESTERLY LINE OF SAID LOT 11, A DISTANCE OF 640.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31: THENCE S89°35'34"W ALONG THE SOUTH LINE OF SAID LOT 31, A DISTANCE OF 308.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LAKE AVENUE; THENCE N00°13'20"W ALONG SAID EASTERLY RIGHT-OF-WAY AND COINCIDENT WITH THE WESTERLY LINE OF SAID LOTS 31, 32, 33, AND 34 A DISTANCE OF 646.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 621,592.37 SQUARE FEET OR 14.2698 ACRES, MORE OR LESS.

Z2023-05 DCA # 23-20500005 MYRTLE

Exhibit B Final Master Plan





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-513

Title:

Adopt the Resolution vacating and abandoning a portion of a fifteen (15) foot platted drainage and utility easement along the rear lot line on Lot 32 of Alaqua Lakes Phase 1, as recorded in the Public Records of Seminole County, Florida in Plat Book 52, Pages 70 to 80, more particularly known as 3220 Oakmont Terrace, Longwood; (Bernard Bajacan, Applicant) District5 - Herr **(Doug Robinson, Project Manager).**

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Doug Robinson / 407-665-7308

Background:

The Applicant is requesting to vacate a portion of a fifteen (15) foot wide platted drainage and utility easement along the north perimeter of Lot 32 of the Alaqua Lakes, Phase 1 Subdivision, as recorded in the Public Records of Seminole County, Florida in Plat Book 52, Pages 70-80.

The Applicant is requesting the partial drainage and utility easement vacate to replace an existing pool enclosure that encroaches into a portion of the drainage and utility easement. The encroachment and subject area requested to be vacated is approximately 109 square feet along the north perimeter of Lot 32 as shown on the sketch and description included in the agenda package. The remaining portion of the drainage and utility easement outside of the encroachment along the west perimeter shall remain intact.

The existing pool enclosure encroaches within the platted drainage and utility easement; the structure does not encroach within the accessory building setback established by the PD (Planned Development) zoning classification, which allows a seven and one half (7.5) feet side and rear yard setback for accessory structures.

The Applicant has provided letters of no objection from all applicable utility companies. County staff has no objections to the partial vacation and abandonment of the drainage and utility easement.

This request complies with the requirements for vacating easements under the authority of Section 35.181, Land Development Code of Seminole County, and Section 177.101 of the Florida Statutes.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the Resolution vacating and abandoning a portion of a fifteen (15) foot wide platted drainage and utility easement on Lot 32 of Alaqua Lakes Phase 1, as recorded in the Public Record of Seminole County Plat Book 52, Pages 70 to 80, more particularly known as 3220 Oakmont Terrace, Longwood, Florida.

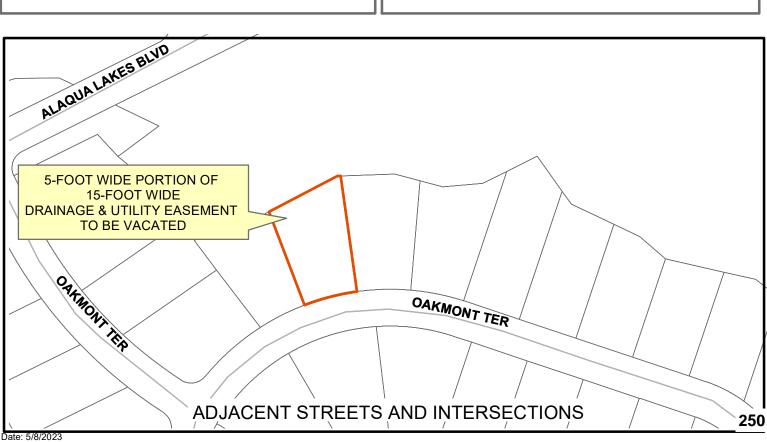


OAKMONT TERRACE (3220) DRAINAGE & UTILITY EASEMENT VACATE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 23, 2023 LEGEND

PORTION OF UTILITY EASEMENT

REQUESTED TO BE VACATED



RESOLUTION of the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A DRAINAGE AND UTILITY EASEMENT ON LOT 32, ALAQUA LAKES PHASE 1 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes, authorizes and empowers the Board of County Commissioners (the "Board"), upon the petition of any person(s), to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Bernard B. Bajacan, petitioned the Board to vacate and abandon the following described property in Exhibit A; and

WHEREAS, the Petitioners are the apparent owners of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above described drainage and utility easement is in the best interest of the County and the public in that the area in question is not required for drainage purposes or other public need;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of

Seminole County, Florida that:

Section 1. <u>Recitals.</u> The above recitals are true and are incorporated herein as legislative findings.

Section 2. <u>Findings.</u> Upon request of Petitioner(s), the Board finds, determines, and declares that the drainage and utility easement described in Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. <u>Effective Date.</u> This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this 23rd day of May, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

AMY LOCKHART, Chairman

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

GRANT MALOY

Attachment: Exhibit A – Legal Description

Authority: Section 177.101, Florida Statutes

PHC/kly 4/27/23 T:\Users\Legal Secretary CSB\Planning\2023\Utility and Drainage Easement (Oakmont) April27(23).docx

> Vacate and Abandon Drainage and Utility Easement Lot 32 of Alaqua Lakes, Phase 1 Page 2 of 3

EXHIBIT A

Legal Description: Portion to Vacate

A PORTION OF THE EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT LOCATED ON LOT 32, ALAQUA LAKES PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 THROUGH 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE WITH THE WESTERLY LINE OF SAID LOT 32, SOUTH 20°54'44" EAST, 15.10 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT; THENCE DEPARTING THE WESTERLY LINE OF SAID LOT 32, AND WITH THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, NORTH 62°25'50" EAST, 18.39 FEET, TO THE POINT OF BEGINNING.

THENCE DEPARTING THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, RUN THE FOLLOWING (3) COURSES AROUND THE EXISTING SCREEN ENCLOSED POOL DECK: NORTH 14°20'52" WEST, 5.11 FEET; NORTH 60°14'54" EAST, 9.09 FEET; NORTH 75°51'43" EAST, 22.92 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT; THENCE WITH THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, SOUTH 62°25'50" WEST, 32.54 FEET, TO THE POINT OF BEGINNING.

CONTAINING 109.00 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOT 32, ALAQUA LAKES PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 THROUGH 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

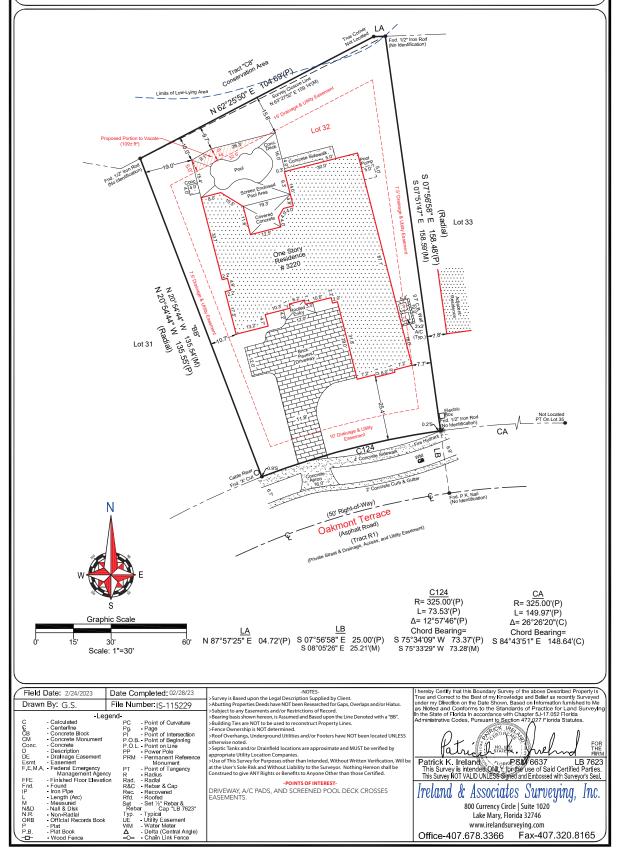
FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN SEMINOLE COUNTY, COMMUNITY NUMBER 120289, DATED 2007-09-28.

CERTIFIED TO:

BERNARD BAJACAN





Sheet 1 of 2

Description of Sketch

Legal Description: Portion to Vacate

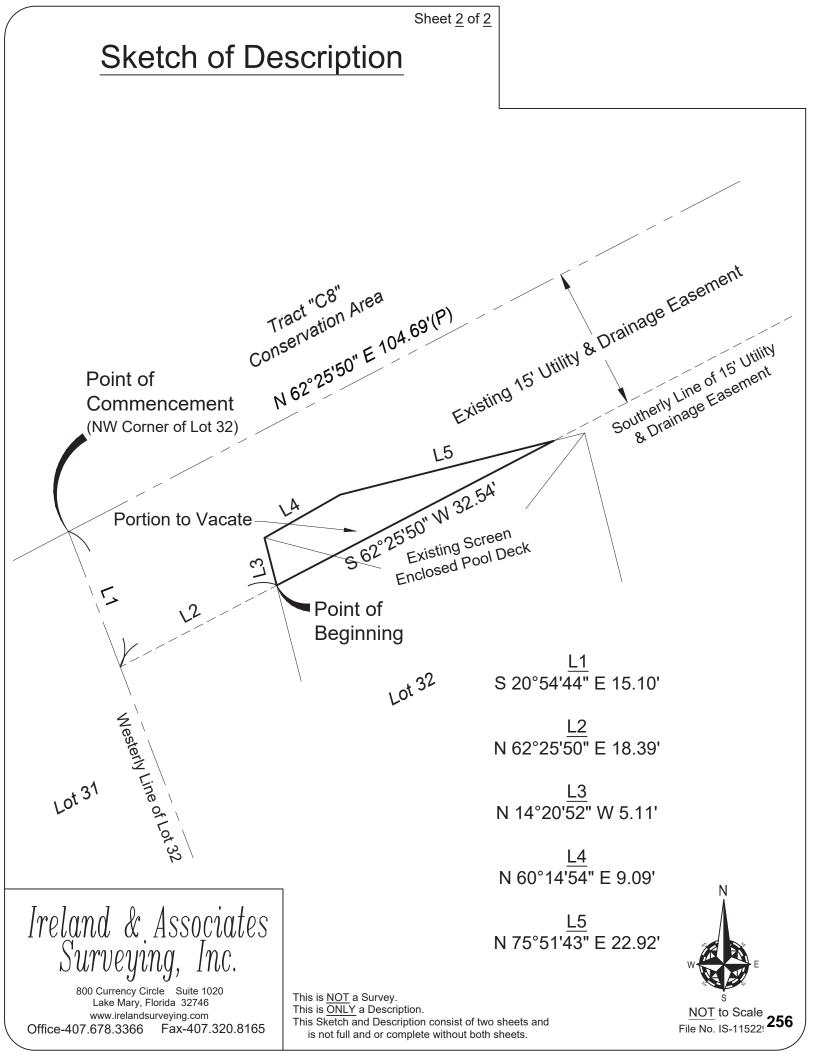
A PORTION OF THE EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT LOCATED ON LOT 32, ALAQUA LAKES PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 70 THROUGH 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE WITH THE WESTERLY LINE OF SAID LOT 32, SOUTH 20°54'44" EAST, 15.10 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT; THENCE DEPARTING THE WESTERLY LINE OF SAID LOT 32, AND WITH THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, NORTH 62°25'50" EAST, 18.39 FEET, TO THE POINT OF BEGINNING.

THENCE DEPARTING THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, RUN THE FOLLOWING (3) COURSES AROUND THE EXISTING SCREEN ENCLOSED POOL DECK: NORTH 14°20'52" WEST, 5.11 FEET; NORTH 60°14'54" EAST, 9.09 FEET; NORTH 75°51'43" EAST, 22.92 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT; THENCE WITH THE SOUTHERLY LINE OF SAID EXISTING 15 FOOT UTILITY & DRAINAGE EASEMENT, SOUTH 62°25'50" WEST, 32.54 FEET, TO THE POINT OF BEGINNING.

CONTAINING 109.00 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

				-Legeno	d- I
This is NOT a Survey.				- Calculated - Centerline - Concrete Block - Concrete Monument - Concrete - Description - Drainage Easement - Easement - Federal Emergency Management Agency	PC - Point of Curvature Pg Page P - Point of Intersection P.O.B Point of Beginning P.O.L Point on Line PP - Power Pole PRM - Permanent Reference Monument PT - Point of Tangency R - Radius
This is <u>ONLY</u> a Description.			FFE Fnd.	 Finished Floor Elevation Found 	Rad Radial R&C - Rebar & Cap
This Sketch and Description cor	sist of two sheets and		IP	- Iron Pipe	Rec Recovered
is not full and or complete wi	thout both sheets.		L	- Length (Arc) - Measured	Rfd Roofed Set - Set ½" Rebar &
Sketch Date: 02/28/23	Ska	etch and Description Certified To:	N&D	- Nail & Disk	Rebar Cap "LB 7623"
Drawn By: BMJ	SKE	ach and Description Gertilled To.	N.R. ORB	- Non-Radial - Official Records Book	Typ Typical UE - Utility Easement
		BERNARD BAJACAN	P	- Plat	WM - Water Meter
Approved By: PKI			P.B.	- Plat Book - Wood Fence	
Field: N/A		-Notes-	- 🗆 -		
Ireland & A	ssociates	 Sketch is Based upon the Legal Description Supplied by Client. Shoutting Properties Deeds have <u>NOT</u> been Researched for Gaps, Overlaps and/or Hiatus. Subject to any Easements and/or Restrictions of Record. 	is True and under my as Note in the Sta	nd Correct to the Best of my Know y Direction on the Date Shown, Ba	
Surveyin	g, Inc.	 >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB". >Building Ties are <u>NOT</u> to be used to reconstruct Property Lines. >Fence Ownership is <u>NOT</u> determined. 	f	tring house	for the FIRM
800 Currency Circl Lake Mary, Florid www.irelandsurve Office-407.678.3366 F	da 32746	 Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified. 	This Sk	ck K. Ireland (Long) PS etch is intended ONLY for the tch NOT VALID UNLESS Signed File No. IS	6637 LB 7623 Date Signed: 02/28/23 he use of Said Certifi s. and Embossed with Sun 255 al.



CON 6422 Perv 7 NONE PROJ. #: 23 - (009 UDDS Hie. NONE \$500.00 (PLUS ADVERTISING AND RECORDING FEES, AS REQUIRED) \$750.00 (PLUS ADVERTISING AND RECORDING FEES, AS REQUIRED) \$500.00 (PLUS ADVERTISING AND RECORDING FEES, AS REQUIRED) \$750.00 (PLUS ADVERTISING AND RECORDING FEES, AS REQUIRED) M C ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE 1001 BCC DISTRICT: UPLOAD UPLOAD 3277 ma DUGUNOUS **RIGHT OF WAY** S Purole 0 EPLAN PRIVILEGES: VIEW ONLY ZIP: ZIP: 5 02 EPLAN PRIVILEGES: VIEW ONLY 5 Florida J U POOL ENCLOSURE 0320 Terryce PLAT . 30 S 5 **TELEPHONE PROVIDER:** PLANNING & DEVELOPMENT DIVISION PLANDESK@SEMINOLECOUNTYFL.GOV **PETITION FOR VACATE** SEWER PROVIDER: 1101 EAST FIRST STREET, ROOM 2028 CONSERVATION/DRAINAGE/UTILITY EASEMENT TOTAL ACREAGE: 0 GAS PROVIDER: 1 errac COMPANY: COMPANY: E-0000 \$1,500.00 \$1,500.00 TELEPHONE: (407) 665-7371 Ogkmunt EMAIL: EMAIL: STATE: SANFORD, FLORIDA 32771 STATE: SEMINOLE COUNTY 45ACAN 4 SN Seminole Count rno m Sherg 3220 U existing 47 ch FUTURE LAND USE 1 M 50 0 CABLE PROVIDER: SPEC HUM LOCATION OF VACATE REQUEST: 2 ELECTRIC PROVIDER: Duke **APPLICATION TYPES/FEES CONSERVATION EASEMENT** SRAARO) PARCEL ID #(S): /ゲースO 200 0 U DRAINAGE EASEMENT APPLICANT/OWNER 0 **REASON FOR REQUEST:** UTILITY EASEMENT N **OTHER EASEMENT** Replacing **RIGHT-OF-WAY** WATER PROVIDER: SHO 32 205 CONSULTANT A 3 ADDRESS: ADDRESS: PROJECT **ZONING:** PLAT PHONE: PHONE: NAME: NAME: CITY: CITY:

257

pm: Doug

ADDITIONAL OWNER(S)	(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)	V FORM)
NAME(S): BERNARD BAJA	HCAN	
ADDRESS: 32 20 OGK MONT	H Jerrace	
CITY: LONG WOOD	STATE: FZ ZIP: 327	29
PHONE: 904-716-0438	EMAIL: 666ajacan esma	1. 00 m
ATTACHMENT CHECKLIST		
ALL VACATES (ALL ITEMS LISTED TO BE SUBMITTEL Capplication Application FEE Esketch and Legal Description of Area to B Clegal Description in Microsoft Word Doc	 VACATES (all items listed to be submitted in addition to the specific documents under type below) Application Application fee Sketch and legal description of area to be vacated in 8.5" x 11" or 8.5" x 14" labeled as exhibit a Legal description in microsoft word document 	BELOW) Г A
CONSERVATION EASEMENT STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID PROOF OF OWNERSHIP OF THE PROPERTY DOCUMENT CREATING THE CONSERVATION EASEMENT W/ OFFICIAL RECORDING INFO DEPICTION OF PROPOSED DEVELOPMENT TO BE LOCATED UPON THE EASEMENT AREA DESCRIPTION OF PROPOSED DEVELOPMENT TO BE LOCATED UPON THE EASEMENT AREA DESCRIPTION OF PROPOSED CLEARING, IF ANY ETATEMENT ADDRESSING THE FOLLOWING: 1. DETAIL SPECIFIC REASON FOR THE REQUTHE PROPERTY INCLUDING A STATEMENT DETAILLING THE DEVELOPMENT PROCEOBTAINING THE EASEMENT; 3. DETAIL THE OWNER'S DEVELOPMENT PROCEOBTAINING THE EASEMENT, NOULD NOT BE ADVERSE TO THE PUBLIC INTERESTATEMENT ADDRESSING THE MERITS OF THE APPLICATION; AND 6. DETAILED STATEMENT ADDRERVATION EASEMENT WOULD NOT BE ADVERSE TO THE PUBLIC INTERESTATEMENT	EVATION EASEMENT STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID PROOF OF OWNERSHIP OF THE PROPERTY DOCUMENT CREATING THE PROPERTY DOCUMENT CREATING THE CONSERVATION EASEMENT W/ OFFICIAL RECORDING INFORMATION SHOWN DEPICTION OF PROPOSED DEVELOPMENT TO BE LOCATED UPON THE EASEMENT AREA DESCRIPTION OF PROPOSED DEVELOPMENT TO BE LOCATED UPON THE EASEMENT AREA DESCRIPTION OF PROPOSED DEVELOPMENT TO BE LOCATED UPON THE EASEMENT AREA DESCRIPTION OF PROPOSED CLEARING, IF ANY STATEMENT ADDRESSING THE FOLLOWING: 1. DETAIL SPECIFIC REASON FOR THE REQUEST; 2. HISTORICAL BACKGROUND OF THE PROPERTY INCLUDING A STATEMENT DETAILING THE DEVELOPMENT PROCESS THAT RESULTED IN THE COUNTY OBTAINING THE EASEMENT; 3. DETAIL THE OWNER'S DEVELOPMENT PLAN; 4. DESCRIBE THE STORMWATER SYSTEM, SOILS REPORT, FLOOD ZONE, NUMBER OF PROPOSED BASINS AND WHETHER OR NOT THERE IS A LEGAL POSITIVE OUTFALL; 5. STATEMENT ADDRESSING THE MERITS OF THE APPLICATION; AND 6. DETAILED STATEMENT ADDRESSING HOW THE RELEASE OF THE CONSERVATION EASEMENT WOULD NOT BE ADVERSE TO THE PUBLIC INTEREST	ACKGROUND OF N THE COUNTY R SYSTEM, SOILS IVE OUTFALL; 5. WW THE RELEASE
DRAINAGE & UTILITY EASEMENT C SPATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID C STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID C LETTERS OF REVIEW FROM ALL UTILITY COMPANIES (ELECTRIC, TELEP PROOF OF PUBLICATION OF NOTICE OF INTENT PUBLISHED IN T CIRCULATION PER F.S. 177.101 (AD IS PUBLISHED AFTER APPLICAT INFORMATION ON THE HEARING DATE TO BE PUBLISHED IN THE AD)	 INAGE & UTILITY EASEMENT STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID IETTERS OF REVIEW FROM ALL UTILITY COMPANIES (ELECTRIC, TELEPHONE, CABLE, WATER, SEWER AND GAS) PROOF OF PUBLICATION OF NOTICE OF INTENT PUBLISHED IN TWO WEEKLY ISSUES OF A NEWSPAPER OF GENERAL CIRCULATION PER F.S. 177.101 (AD IS PUBLISHED AFTER APPLICATION SUBMITTAL - PROJECT MANAGER WILL PROVIDE INFORMATION ON THE HEARING DATE TO BE PUBLISHED IN THE AD) 	s) er of general r will provide
 PLAT STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID LETTERS OF REVIEW FROM ALL UTILITY COMPANIES (ELECTRIC, TELEP CERTIFICATE OF TITLE PROOF OF PUBLICATION OF NOTICE OF INTENT PUBLISHED IN T PROOF OF PUBLICATION OF NOTICE OF INTENT PUBLISHED IN T CIRCULATION PER F.S. 177.101 (AD IS PUBLISHED AFTER APPLICAT INFORMATION ON THE HEARING DATE TO BE PUBLISHED IN THE AD) 	STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID LETTERS OF REVIEW FROM ALL UTILITY COMPANIES (ELECTRIC, TELEPHONE, CABLE, WATER, SEWER AND GAS) CERTIFICATE OF TITLE PROOF OF PUBLICATION OF NOTICE OF INTENT PUBLISHED IN TWO WEEKLY ISSUES OF A NEWSPAPER OF GENERAL CIRCULATION PER F.S. 177.101 (AD IS PUBLISHED AFTER APPLICATION SUBMITTAL - PROJECT MANAGER WILL PROVIDE INFORMATION ON THE HEARING DATE TO BE PUBLISHED IN THE AD)	() ER OF GENERAL & WILL PROVIDE
RIGHT-OF-WAY	HT-OF-WAY	()
OTHER EASEMENT DOCUMENT OF EQUAL DIGNITY (PLEASE PROVIE PROJECT MANAGER)	<pre>Her easement Document of equal dignity (please provide in a digital format with this application or arrange to email Project manager)</pre>	ANGE TO EMAIL
Jean Joffe	3-1-2023	
SIGNATURE OF OWNER/AUTHORIZED AGENT	DATE	

Revised Oct 2020

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COLECTOR *
N
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NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS DUPLICATE TAX RECEIPT SEMINOLE COUNTY J.R. KROLL

NAVY FEDERAL 820 FOLLIN LN VIENNA, VA 22180

Real Estate

Property ID Number	Tax Year	Escrow Code	Millage Code	Exemptions	Tax Bill Number
14-20-29-5NE-0000-0320	2022	0160	01	YES	156274

BAJACAN, BERNARD B & LEIHLANI T 3220 OAKMONT TER LONGWOOD, FL 32779-3146

LOT 32 ALAQUA LAKES PH 1 PB 52 PGS 70 THRU 80 PAD: 3220 OAKMONT TER

	180
Paid By:	820 FOLLIN LN
NAVY FEDERAI	VIENNA, VA 22180

 PAYMENT INFORMATION

 Total Paid:
 6,278.49

 Receipt #:
 9995-016000089916-1225447458
 P

 Payment Type:
 Electronic
 P

 Effective Date:
 11/25/2022
 Proces

Payment #: 1 of 1 Clerk: AH Processed Date: 11/28/2022

Web Site: www.seminolecounty.tax Customer Service Number: 407-665-1000 From: Sunshine 811 Exactix no-

reply@exactix.sunshine811.com

- Subject: Responses for Sunshine 811 locate request 032304351 Date: Feb 3, 2023 at 1:02:32 PM
 - To: bbbajacan@gmail.com

The following facility operators have responded for this locate request:

Ticket 032304351 FL : SEMINOLE County, LONGWOOD 3220 OAKMONT TER

- Marked with Exceptions - High Profile utility in conflict A T & T/ DISTRIBUTION

CHARTER COMMUNICATIONS

- Clear No Facilities

DUKE ENERGY - Clear No Facilities

 No Conflict - utility is outside of the requested work site FL PUBLIC UTILITIES

SEMINOLE COUNTY - Clear No Facilities

8057 The most up-to-date response status can always be gathered at <u>https://exactix.sunshine811.com/</u> or by calling 1 - <u>(800) 852 -</u>



February 8, 2023

Barnard Bajacan 3220 Oakmont Ter Longwood, FL 32779

RE: 15' DE/UE in rear of Lot 32, Alaqua Lakes PH-1, PB 52, PG 70-80, Seminole County, FL

Dear Mr. Bajacan,

objection to your request to redo pool enclosure. If further assistance is needed, please do At&t has reviewed your request to vacate the 15' DE/UE requested above and have no not hesitate to call me at (407) 302-7611.

Sincerely,

Scott Lorenz Design Specialist / AT&T Southeast





407 905 3310

Jan. 31, 2023

Via email: Itbajacan@gmail.com

Ms. Leihlani T. Bajacan 3220 Oakmont Terrace Longwood, Florida 32779

RE: Encroachment into a Utility Easement Seminole County, Florida

Dear Ms. Bajacan:

Duke Energy has **"NO OBJECTION**" to the encroachment into that portion of the 15 feet Utility Easement along the Northwesterly of Lot 32, ALAQUA LAKES PHASE 1, as recorded in Plat Book 52, Page 70, of the Public Records of Seminole County, Florida, being more particularly as shown on the attached Boundary Survey, attached hereto and incorporated herein by this reference.

encroachment so long as such encroachment does not constitute a violation of the National The requested encroachment does not constitute a violation of the National Electric Safety Code nor interfere with Duke Energy's use of the easement area based on Duke Energy's current use of the easement area. Accordingly, Duke Energy shall consent to your Electric Safety Code nor interfere with Duke Energy's use of the easement area. This letter shall not constitute a waiver of Duke Energy's rights under the easement with respect to the encroachment. Should future use of the easement area by Duke Energy pursuant to the relocation of the encroachment within the easement area may be necessary at no cost to Duke easement result in the encroachment constituting either a National Electric Safety Code violation or an interference with Duke Energy's use of the easement area, a removal or Energy.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Juma Cuadva Irma Cuadra Senior Research Specialist

Attachment



Feb 6th, 2023

Longwood, Fl 32779 3220 Oakmont Terr Bernard Bajacan 904-716-0438

Re: Utility Rear Easement

Dear Bernard,

infrastructure in the rear of your property. Our plant/infrastructure is front easement shown with green line. BOUNDARY SURVEY LEAN DESEMBLE LOT 32, ALAUA LARS PHARE 1, ACCORDAGE TO THE PLAT THERE AS LEAN DESEMBLE 107 32, ALAUA LARS PHARE 1, ACCORDAGE TO THE PLAT THERE AS RECORDS W PLAT BOOK 52, PLACE 70-50, OF THE PLBLE RECORDS OF SEMACLE COUNTY, PLOREDA. Spectrum has reviewed your request for Utility easement approval / no objection. Spectrum has no objection to the vacate rear easement highlighted below for pool renovation, as we have no plant /

AS PER 1VW 113d .05-1 C. LOT 33 THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X' AREA OF MINIMAL FLOODING. FLER. COMMUNITY PARKEL NO. '2117/CODAS F, SEMINGLE COONTY, WAP DATED SEPTEMBER 100 (k) 158.48' (M.) . Harden 50756'58'E OAKMONT TRAIL 10.45 FE 1.82 28% 5 17 LOT 32 1.80 ě. 10.4 SPACE CERTINED TO PROJETY MATERIAL THE OF FLOREDA INC FUELTY MATERIAL THE NEUMANCE COMP MAY FEDDRAL ONEDT LINEDA BERHARD E & LEDRAN T. BALACAN OPEN 135.55' (14) N2054'66'W LOT 31 ... 1220 If you need and additional information, please contact me at my office 407-215-8955.

Construction Supervisor Charter-Spectrum Rex Anderson Rex Andenson Sincerely,

FLORIDA PUBLIC

450 South Highway 17-92 DeBary, FL 32713 (352) 638-0279 (386) 668-2692 fax

February 6, 2023

Bajacan Bernard 3220 Oakmont Terrace Longwood, FL. 32779 bbbbajacan@gmail.com RE: Letter of No Objection Request for 3220 Oakmont Terrance Longwood, FL 32779

Dear Mr. Bernard:

Florida Public Utilities Company has no objections to the work you have planned for the rear of your property for pool work. I have attached a markup of your property with the Utility Easement area highlighted in yellow.

need to keep the easements in place in order to continue to provide natural gas service to your residence. FPU facilities are located in the front ROW of Oakmont Terrace and on We DO have facilities within the yellow shaded areas marked on the plat and we will the right side of your home leading to the gas meter.

If you have any questions or need additional information, please feel free to call.

Sincerely,

x Katie L Cole

Katie L. Cole Engineering Clerk Central-Florida Division <u>kblades@fpuc.com</u> (863) 220-1510

www.fupc.com 4 Phone: 386.668.2600 DeBary, Florida 32713 🔺 Energy for Life 450 South Highway 1792 A



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-552

Title:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Environmental One LLC effective from October 01, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)**

Division:

Environmental Services - Solid Waste Management

Authorized By:

Oliver Bond

Contact/Phone Number:

407-665-2253

Background:

Seminole County Code Chapter 235 authorizes the Board of County Commissioners to regulate the collection and disposal of waste in unincorporated areas of Seminole County. Environmental One LLC has complied with the requirements set forth in the Code and is requesting a Certificate of Public Convenience and Necessity from the County to provide services in unincorporated areas of the County. This firm is requesting a COPCN from October 01, 2023 through September 30, 2024. Additionally, insurance information in compliance with Code Chapter 235 has been provided.

Staff Recommendation:

Staff recommends that the Board of County Commissioners approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Environmental One LLC effective from October 01, 2023 through September 30, 2024.

ENVIRONMENTAL ONE, LLC

ENVIRONMENTAL SERVICES DEPARTMENT



SOLID WASTE MANAGEMENT DIVISION

LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name:	Environmental One LLC
Street Address:	31525 4th Street
City, State & Zip:	Sorrento, FL 32776

Type of Operation: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 01, 2023 through September 30, 2024, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners Seminole County, Florida

Grant Maloy

By:

Amy Lockhart, Chairman

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

Date:

As authorized for exe	ecution by the	
Board of County Cor	nmissioners	
at its	, 20	,
regular meeting.		

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

County Attorney

Seminole County Certificate of Public Convenience and Necessity COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is good through October 01, 2023 to September 30, 2024.

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the <u>Vehicle Identification List</u> form included. Make checks payable to Seminole County BCC-COPCN and mail to Elizabeth Montgomery, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Forms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any guestions, please contact Elizabeth Montgomery at 407-665-2257 or via email at <u>emontgomery@seminolecountyfl.gov</u>.

Date: 4 25 23	
	Filed with Florida Department of State, Division of Corporations)
Mailing Address: PO B6X 1146	
City: <u>Eustis</u>	State: FL Zip: 32727
Street Address: 31525 4th Street	
city: Sorrento	State: FL Zip: 32776
•	Phone: 352-483-6977 C FAX 888.202.2091
Email Address: <u>Environmental one</u>	ellc@gmail.com
Owner/Stockholders/5% or more:	Fintak 50°10
Robert	Fintak 50°10
List Prior Companies & Forms of Business:	
Person responsible for quarterly reports: Jennife	r FINTAK Phone: 352.483.6977
Email Address: <u>Environmental onc</u>	ellc@gmail.com

Statement of Capability and Financial Responsibility

I certify that Jennifer Fint	ақ	is capable of perform	ning the service(s)
applied for and is Financially Responsible	signalure Sennifer	Fintak	4125123 Date

Print Name above

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Seminole County Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

Company Name: Environmental One UC

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Officer of Corporation: <u>Jennifer Fintak</u> Date: <u>4125123</u>	
Print Name: Jennifer Fintak Officer of Corporation/Print Name	
Notary: Helle Mischelle Ballichate: 4/25/23	
Print Name: Helen Mischelle Ballich Notary/Print Name	
Commission Expires: $\frac{2}{18}$	4



Commission # HH 216569 Expires February 18, 2026

Notary Stamp:

Seminole County Certificate of Public Convenience and Necessity AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COMES NOW, Jennifer Fintak, being first duly sworn, who deposes and says:

- (1) That he/she is the <u>DWNEr/Member</u>, an officer of <u>Environmental One UC</u> corporation existing under the laws of the State of <u>Florida</u>;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Jennifer Fintak , Affiant

The following Affidavit was signed, acknowledged and sworn to by Jennifer Fintak before me this 25th day of april, 20 23 Helen Meschelle Ballich Notary Public, State of Florida (Signature) Helen Mischelle Ballich IELEN MISCHELLE BAKICH 2/18/2026 Commission # HH 216569 My commission expires: Expires February 18, 2026

TYPE OF OPERATION Company Name: Environmental One ucc What type of waste will you be collecting in unincorporated Seminole County? Does your company operate a waste management facility in unincorporated Seminole County? COLLECTION SERVICES: FACILITY:		inole County <i>Convenience and Necessity</i>
Company Name: Environment All Dot ULC. What type of waste will you be collecting in unincorporated Seminole County? Does your company operate a waste management facility in unincorporated Seminole County? Image: Collected Seminole County? If yes, please complete information below. COLLECTION SERVICES: Address: Materials Collected City: Garbage City: Furniture Garbage Garbage City: Mubish Maintenance Yard - only. Sludge Calpument Parking, and / or Concrete, brick and fines C&D Processing Wood Materials Recovery Yard WasterTree Debris Disposal Facility Materials Recovery Yard WasterTree Debris Materials Recovery Materials Recovery Yard WasterTree Debris Disposal Facility (list all): Newspaper Eacility Plastic Bottles		-
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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-557

Title:

A proposed mediated settlement between Seminole County and AutoZone, Inc. as to Parcels 101 and 701 of the Oxford Road Improvement Project in Seminole County v. AutoZone, Inc. et al. Eminent Domain Case. District4 - Lockhart (Jean Jreij, P.E. Public Works Director/County Engineer)

Division:

Public Works - Business Office

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Jean Jreij, P.E. - 407-665-5602

Background:

The subject property, owned by AutoZone, Inc., is approximately 1.0 acre (43, 386 square feet) and located at 7121 South U.S. Highway 17-92 at the southeast corner of US Highway 17-92 and Lowe's Access Road in the Fern Park area of unincorporated Seminole County. It is zoned C-2, Retail Commercial, within the Oxford Place Overlay, and has a future land use designation of MXD, Mixed Development. The site is improved with an AutoZone branded auto parts store that contains 8,090 square feet and was constructed in 1991.

The portion of the property designated as Parcel 101 of the Oxford Road Improvement Project is a 0.13 acre (5,819 square feet) strip for proposed right of way located along the Lowe's Access Road frontage on the north side of the property. Parcel 101 equates to approximately 13% of the site and includes a corner clip at the US Highway 17-92 frontage. Site improvements within the Parcel 101 area of taking consist of 2,500 square feet of asphalt paving (eight parking spaces), pavement markings, parking stops, 325 linear feet of concrete curb, parking lot lighting poles/wiring, landscaping (15 shrubs, 5 trees, 2,625 square feet of sod), irrigation connections, and an AutoZone pole sign along the US Highway 17-92 frontage of the property. Parcel 701 is a temporary construction easement of 839 square feet at the current entry to the property along the site's Lowe's Access Road frontage.

II. BACKGROUND

The terms of the proposed mediated settlement are set forth in Section IV. below. Public Works Department Director Jean Jreij, Deputy County Attorney Lynn Porter-Carlton, and outside counsel for the Oxford Road Improvement Project, Richard Milian of Nelson Mullins Riley & Scarborough, LLP, attended the mediation and recommend approval of the proposed settlement.

III. APPRAISED VALUES

As previously approved by the Board, the County made pre-litigation written incentive offers to the property owner of \$253,924 for Parcel 101 and \$5,858 for Parcel 701 (20% over the previous appraised values of \$211,603 and \$4,882, respectively, by appraiser Daniel R. DeRango, MAI, CCIM, then with DeRango, Best & Associates, Inc. and now with BBG Real Estate Services, which the property owner did not accept. As provided in Section 73.092(1)(a), Florida Statutes, the written offers act as a limitation on attorneys' fees for the property owner's attorneys.

Mr. DeRango's updated appraised values of Parcel 101 and Parcel 701 as of October 14, 2022, were \$394,986 and \$5,858, respectively. In forming his updated value estimates for the subject parcels, he opined that the market value of the land and improvements had increased since his May 2020 appraisal. Based on the locational and physical characteristics of the building improvements and the longstanding market history and demand for such properties, Mr. DeRango considered the highest and best use of the subject property to be for continued use of the building improvements as improved. Using the Sales Comparison Approach, Mr. DeRango opined that the value of the land of the subject property as if vacant and available for development before the taking was \$24.00 per

File Number: 2023-557

square foot, or \$1,041,000, rounded down. He opined that the value of the property as improved with a chain auto parts store before the taking was \$397 per square foot, or \$2,993,000. Using the Income Capitalization Approach, which is based on the premise that a prudent investor would pay no more for one property than they would for another with similar financial risk and return characteristics, Mr. DeRango determined an indicated value of the property before the taking of \$3,086,000. In his reconciliation of the Sales Comparison Approach and Income Capitalization Approach valuations, Mr. DeRango gave equal emphasis to the two indications of value and concluded that the market value of the property before the taking is \$3,050,000. Without the cure set forth in Mr. DeRango's appraisal involving conveyance of the adjacent property for parking and potential access to 17-92 if allowed by FDOT, then Mr. DeRango opined there would be damages of \$948,000 and that his total opinion of value would exceed \$1,200,000.

The remainder property will be negatively impacted by the taking due to a reduced level of access to US Highway 17-92 via two access points along the Lowe's Access Road. The Oxford Road extension will connect to the existing alignment of Oxford Road to the east of the subject property. The Lowe's Access Road will become Oxford Road and will be divided by a concrete median which will limit access to the AutoZone property for westbound traffic on Oxford Road and will limit access to US Highway 17-92 for vehicles leaving the subject property because it will allow right in/right out turns only. In order to access the traffic signal with US Highway 17-92, a U-turn will be required at the median break approximately 525 feet east of the subject property's eastern access point.

Richard C. Dreggors, GAA, with real estate appraisal firm Calhoun, Dreggors & Associates, Inc., appraised the subject property on behalf of the property owner. Mr. Dreggors had opined that the value of Parcels 101 and 701 as of September 22, 2022 was \$2,155,000 as follows:

Parcel 101	
Land Taken	\$ 186,200

File Number: 2023-557		
Improvements Taken	\$ 157,400	
Incurable Damages	\$1,733,800	
Partial Cure Cost	\$ 72,600	
Parcel 701		
Temporary Construction East	sement \$ 5,000	
	\$2,155,000	
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At the time of the mediation, the owner's attorneys presented Mr. Dreggors' updated opinion of value of \$3,300,000. In addition to the owner's appraiser's opinion of value of the taking, the opinion of the owner's engineering experts was that the taking would eliminate 12 parking spaces, affect the site's drainage through loss of a catch basin, result in access and maneuverability problems for the full size 18 wheel trucks that make deliveries and cause customers to have to take a circuitous route to exit the site. AutoZone, Inc. contended that the site would be rendered unusable. Its business damage expert opined that the business would incur business damages of \$6,152,951 based on a wipeout of the business.

The County's engineers modified the construction plans to move the proposed median back five feet east from 17-92 and to widen the driveway opening off the Lowe's Access Road from 36 to 40 feet, which eliminated the owner's concerns regarding truck access.

The mediated settlement amount of \$2,600,000 for compensation to the owner is a significant reduction from the owner's total claim for compensation of \$9,452,951, which amount did not include experts' fees, costs and attorneys' fees.

IV. TERMS OF THE PROPOSED MEDIATED SETTLEMENT

The proposed mediated settlement, which if approved by the Board, would resolve all issues between the property owner and the County, provides as follows:

- <u>Compensation</u>: AutoZone, Inc. shall receive \$2,600,000 in full settlement of all claims for compensation from the County by the property owner, exclusive of attorneys' fees and experts' fees and costs.
- <u>Experts' fees and costs</u>: The County shall pay the total sum of \$149,000 for all of AutoZone, Inc.'s experts' fees and costs, as follows:

Calhoun Dreggors & Associates, Inc. (appraisers)	\$ 42,500			
Mesimer and Associates, Inc. (engineers)	\$ 48,700			
Morgenstern Phifer & Messina, P.A.				
(business damage expert)	\$ 46,970			
Fred B. LaDue & Associates, Inc. (fixtures appraiser)\$ 6,000				
R.B. Roberts & Associates, Inc. (general contractor) \$ 5,200				
\$149,000				

This is a negotiated reduction from the owner's experts' actual fees and costs of \$181,992.81.

- <u>Attorneys' fees</u>: The County shall pay the total sum of \$595,000 for AutoZone, Inc.'s attorneys' fees, inclusive of statutory fees, apportionment, supplemental proceedings, benefits and non-monetary benefits, if any. As part of the proposed mediated settlement, AutoZone, Inc.'s attorneys agreed to waive any non-monetary benefit attorneys' fees.
- <u>Litigation costs</u>: The County shall pay the total sum of \$2,459 for AutoZone, Inc.'s litigation costs for deposition transcripts and service of subpoenas. This is a negotiated reduction from the actual litigation costs of \$6,959.
- AutoZone, Inc. shall execute and deliver a Quit-Claim Deed, or other sufficient document, to Seminole County, Florida, relinquishing any easement interest that AutoZone, Inc. has, by virtue of the Deed of Declaration recorded in Book 2213, Pages 1153-1167, of the Official Records of Seminole County, Florida, in the area needed for construction of the Fern Park Extension.
- Any approvals needed from Seminole County for AutoZone, Inc. to implement the proposed modifications depicted in the drawings prepared by Mesimer and Associates, Inc. dated 2-14-23, including but not limited to any necessary variance approvals for landscape buffers to ensure a

continuous 24-foot driveway aisle adjacent to the north property line, open/green space requirements, relocation of existing business sign, the widening of the eastern driveway connection by an additional 2 feet and removal of the western 5 feet of the proposed Fern Park Extension median. Any site modifications to be made by AutoZone shall be constructed in accordance with Seminole County Code. This settlement does not include conveyance of the property identified as the cure parcel on the Mesimer and Associates' drawings, which AutoZone declined.

• The parties agree to jointly prepare and submit to the Court a Stipulated Order of Taking and Final Judgment incorporating all final settlement terms within twenty (20) days from the date of approval of the proposed mediated settlement by the Board of County Commissioners.

The proposed settlement includes the property owner's stipulation to entry of an Order of Taking by the Court, following which title will vest in the County upon the deposit of funds into the Court Registry. It provides an early resolution of all issues as to Parcels 101 and 701, provides certainty to the parties rather than the uncertainty of a contested Order of Taking hearing, a potential appeal, and a jury trial as to compensation, avoids incurring additional experts' fees and costs for both parties in the eminent domain case which the County would be statutorily required to pay, and avoids incurring potential additional attorneys' fees that the County would be statutorily required to pay for the property owner's attorneys if a jury were to award a higher compensation amount.

Staff Recommendation:

Public Works Director Jean Jreij, P.E., Deputy County Attorney Lynn Porter-Carlton, and Richard Millian of Nelson Mullins Riley & Scarborough, LLP recommend that the Board: (1) approve the proposed mediated settlement between the County and AutoZone, Inc., and (2) authorize counsel to submit a Joint Motion and Stipulation for Entry of a Stipulated Order of Taking and Final Judgment with instructions to the Clerk of Court for disbursement for entry by the Circuit Court in the eminent domain case.



COUNTY ATTORNEY'S OFFICE MEMORANDUM

To:	Board of County Commissioners
From:	Lynn Porter-Carlton, Deputy County Attorney Lynn Jester Carlton
Through:	Jean Jreij, P.E., Director, Public Works Department
Date:	May 4, 2023
Subject:	Proposed Mediated Settlement Between Seminole County and AutoZone, Inc. as to Parcels 101 and 701 of the Oxford Road Improvement Project in the Seminole County v. AutoZone, Inc., et al. Eminent Domain Case

This Memorandum requests approval by the Board of County Commissioners of a proposed mediated settlement that has been negotiated, subject to Board approval, with the above-referenced property owner as to Parcels 101 and 701 of the Oxford Road Improvement Project. This matter is being scheduled as a Public Works Agenda item for the May 23, 2023 agenda.

I. THE PROPERTY

The subject property, owned by AutoZone, Inc., is approximately 1.0 acre (43, 386 square feet) located at 7121 South U.S. Highway 17-92 at the southeast corner of US Highway 17-92 and Lowe's Access Road in the Fern Park area of unincorporated Seminole County. It is zoned C-2, Retail Commercial, within the Oxford Place Overlay, and has a future land use designation of MXD, Mixed Development. The site is improved with an AutoZone branded auto parts store that contains 8,090 square feet and was constructed in 1991.

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II. BACKGROUND

The terms of the proposed mediated settlement are set forth in Section IV. below. Public Works Department Director Jean Jreij, Deputy County Attorney Lynn Porter-Carlton, and outside counsel for the Oxford Road Improvement Project, Richard Milian of Nelson Mullins Riley & Scarborough, LLP, attended the mediation and recommend approval of the proposed settlement.

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Board of County Commissioners May 4, 2023 Page 3

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Board of County Commissioners May 4, 2022 Page 4

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- <u>Litigation costs</u>: The County shall pay the total sum of \$2,459 for AutoZone, Inc.'s litigation costs for deposition transcripts and service of subpoenas. This is a negotiated reduction from the actual litigation costs of \$6,959.
- AutoZone, Inc. shall execute and deliver a Quit-Claim Deed, or other sufficient document, to Seminole County, Florida, relinquishing any easement interest that AutoZone, Inc. has, by virtue of the Deed of Declaration recorded in Book 2213, Pages 1153-1167, of the Official Records of Seminole County, Florida, in the area needed for construction of the Fern Park Extension.
- Any approvals needed from Seminole County for AutoZone, Inc. to implement the proposed modifications depicted in the drawings prepared by Mesimer and Associates, Inc. dated 2-14-23, including but not limited to any necessary variance approvals for landscape buffers to ensure a continuous 24-foot driveway aisle adjacent to the north property line, open/green space requirements, relocation of existing business sign, the widening of the eastern driveway connection by an additional 2 feet and removal of the western 5 feet of the proposed Fern Park Extension median. Any site modifications to be made by AutoZone shall be constructed in accordance with Seminole County Code. This settlement does not

Board of County Commissioners May 4, 2022 Page 5

> include conveyance of the property identified as the cure parcel on the Mesimer and Associates' drawings, which AutoZone declined.

• The parties agree to jointly prepare and submit to the Court a Stipulated Order of Taking and Final Judgment incorporating all final settlement terms within twenty (20) days from the date of approval of the proposed mediated settlement by the Board of County Commissioners.

The proposed settlement includes the property owner's stipulation to entry of an Order of Taking by the Court, following which title will vest in the County upon the deposit of funds into the Court Registry. It provides an early resolution of all issues as to Parcels 101 and 701, provides certainty to the parties rather than the uncertainty of a contested Order of Taking hearing, a potential appeal, and a jury trial as to compensation, avoids incurring additional experts' fees and costs for both parties in the eminent domain case which the County would be statutorily required to pay, and avoids incurring potential additional attorneys' fees that the County would be statutorily required to pay for the property owner's attorneys if a jury were to award a higher compensation amount.

V. RECOMMENDATION

Public Works Department Director Jean Jreij, P.E., Deputy County Attorney Lynn Porter-Carlton, and Richard Milian of Nelson Mullins Riley & Scarborough, LLP recommend that the Board: (1) approve the proposed mediated settlement between the County and AutoZone, Inc., and (2) authorize counsel to submit a Joint Motion and Stipulation for Entry of a Stipulated Order of Taking and Final Judgment With Instructions to the Clerk of Court for Disbursement for entry by the Circuit Court in the eminent domain case.

T:\Users\lporter-carlton\Seminole County v. AutoZone, Inc., et al.\Correspondence\ Memo to BCC 5-4-23 - Request for Approval of Proposed Mediated Settlement With AutoZone, Inc. as to Parcels 101 and 701.docx



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-561

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 not to exceed \$500,000.00 for construction services for the Wekiva Springs Road Intersection Improvements Project. District3 - Constantine (Jean Jreij P.E., Public Works Director/County Engineer).

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Carlin Gonzalez 407-665-5610

Background:

The Wekiva Springs Road Intersection Improvements Project is with Seminole County (Recipient). This is an intersection improvement and widening project along Wekiva Springs Road. The limits are from approximately 87 feet south of Sabal Palm Drive to approximately 45 feet north of the Sabal Point Elementary School entrance, for a total project length of 0.114 miles.

Proposed roadway improvements include widening on the northbound side of Wekiva Springs Road, just north of Sabal Palm Drive, to construct a 330-foot-long right-turn lane for the Sabal Point Elementary School entrance. The existing northbound travel lane will be milled and resurfaced for the limits of the widening. The new 5-foot-wide concrete sidewalk will be constructed on the east side of Wekiva Springs Road for the entire project limits due to the widening and will include the construction of curb ramps and detectable warning surfaces. The Sabal Point Elementary School access road will be reconstructed along with the valley gutter and new curb and gutter for a length of 205 feet. Drainage improvements include modification of existing drainage structures, construction of three concrete flumes along the proposed turn lane, and a new mitered end section and

File Number: 2023-561

manholes. A gravity wall with a pedestrian railing will be constructed for 250 feet along the sidewalk. Signalization work includes installing new mast arms at the intersection of Wekiva Springs Road and Sabal Palm Drive as well as new traffic signals, blank-out signs, closed-circuit television (CCTV) cameras, internally illuminated signs, and pedestrian signals and detectors. The existing fiber optic interconnect will be replaced with new conduit and fiber optic cable on the east side of Wekiva Springs Road from approximately 240 feet north of Fox Valley Drive to approximately 330 feet south of Sabal Palm Drive.

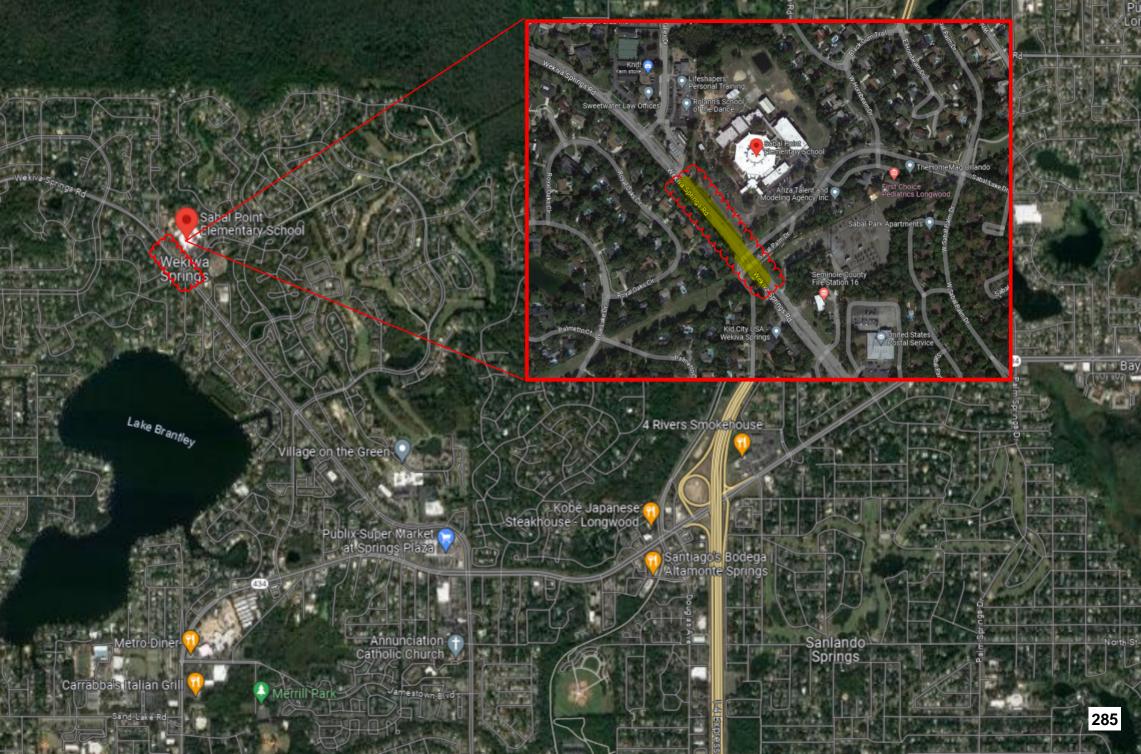
Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, sod, and signing and pavement markings.

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. The County is coordinating permitting requirements with the Saint Johns River Water Management District (SJRWMD). Right-of-way acquisition is underway and is to be completed by the County prior to the beginning of construction.

The project is estimated to be \$1,855,009.00. The State of Florida Department of Transportation will provide grant funding in the amount of up to \$500,000.00. Seminole County Public Works will cover the difference in project cost and FDOT funding with penny sales tax funds in an estimated amount of \$1,355,009.00.

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 \$500,000.00 for the construction of the Wekiva Springs Road Intersection Improvements Project.



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 WEKIVA SPRINGS ROAD INTERSECTION IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation, and Seminole County desire to facilitate the Wekiva Springs Road Intersection 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 Wekiva Springs Road Intersection Improvements Project. FDOT - FPN 450920-1-54-01.

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 450920-1-54-01.

ADOPTED THIS 23rd DAY OF MAY, 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

Amy Lockhart, Chairman

Attachment 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FPN: <u>450920-1-54-01</u>	Fund: <u>GR23</u> Org Code: <u>55054010508</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: 450920-1-54-01	Fund: LF	FLAIR Category: N/A
11 N. <u>400020-1-04-01</u>	Org Code: <u>N/A</u>	FLAIR Obj: <u>N/A</u>
FPN:	Fund:	FLAIR Category:
County No: 77	Org Code: Contract No:	FLAIR Obj: Vendor No: F596000856070
County No. <u></u>		Vendor No. <u>- 33000030070</u>

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 <u>Seminole County</u>, ("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)

Specific Appropriation 1988A of Chapter 2022-156, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

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 <u>Seminole County Wekiva Springs Road Intersection Improvements project</u>, 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 October 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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 \$<u>1,855,009.00 (One Million Eight Hundred Fifty-Five Thousand Nine Dollars and No/100)</u>. 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 \$500,000.00 (Five Hundred 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.
- I. 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

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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 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

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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's design 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

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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: <u>flaudgen_localgovt@aud.state.fl.us</u>

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

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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 access from the date the audit report is issued 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

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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.

- If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department e. 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.** In 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: <u>N/A.</u>

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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.

RECIPIENT SEMINOLE COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:	See attached signature page
Name:	
Title:	

By:	
Name:	C. Jack Adkins
Title:	Director of Transportation Development

Legal Review:

By: ______ Name: _____

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 23, 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

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450920-1-54-01

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 Wekiva Springs Road Intersection Improvements project is with Seminole County (Recipient). This is an intersection improvement and widening project along Wekiva Springs Road. The limits are from approximately 87 feet south of Sabal Palm Drive to approximately 45 feet north of the Sabal Point Elementary School entrance, for a total project length of 0.114 miles.

Proposed roadway improvements include widening on the northbound side of Wekiva Springs Road, just north of Sabal Palm Drive, to construct a 330-foot-long right turn lane for the Sabal Point Elementary School entrance. The existing northbound travel lane will be milled and resurfaced for the limits of the widening. New 5-foot-wide concrete sidewalk will be constructed on the east side of Wekiva Springs Road for the entire project limits due to the widening and will include the construction of curb ramps and detectable warning surfaces. The Sabal Point Elementary School access road will be reconstructed along with valley gutter and new curb and gutter for a length of 205 feet. Drainage improvements include modification of existing drainage structures, construction of three concrete flumes along the proposed turn lane, and a new mitered end section and manholes. Gravity wall with a pedestrian railing will be constructed for 250 feet along the sidewalk. Signalization work includes installing new mast arms at the intersection of Wekiva Springs Road and Sabal Palm Drive as well as new traffic signals, blank out signs, closed-circuit television (CCTV) camera, internally illuminated signs, and pedestrian signals and detectors. The existing fiber optic interconnect will be replaced with new conduit and fiber optic cable on the east side of Wekiva Springs Road from approximately 240 feet north of Fox Valley Drive to approximately 330 feet south of Sabal Palm Drive.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, sod, and signing and pavement markings.

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. The County (Recipient) is coordinating permitting requirements with Saint Johns River Water Management District (SJRWMD). Right-of-way acquisition is underway and is to be completed by the County (Recipient) prior to the beginning of construction.

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.

The Recipient will perform Construction Engineering and Inspection (CEI) services utilizing its own forces. The Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). Supporting documentation required when submitting invoices for reimbursement are outlined in Exhibit F – Contract Payment Requirements.

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 August 18, 2023.
- b) Construction Duration of 270 days.
- c) Construction to be completed (Final Acceptance) by June 28, 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.

The remainder of this page intentionally left blank.

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EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & Seminole County 100 East First Street Sanford, Florida 327				FINANCIAL PROJECT 450920-1-54-01	NUMBER:
			MAXIMUM P	ARTICIPATION	
PHASE OF	WORK by Fiscal Year:	(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 %	
FY:	4 Maximum Department Participation (Insert Program Name)	\$	\$	\$	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	4 Maximum Department Participation (Local Transportation Projects)	\$1,855,009.00	\$1,355,009.00	\$500,000.00	In-Kind Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash
	Total Construction Cost	\$1,855,009.00 %	\$1,355,009.00 %	\$500,000.00 %	
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 Const	truction 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	\$1,855,009.00	\$1,355,009.00	\$500,000.00	

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

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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 <u>SEMINOLE COUNTY</u>

PROJECT DESCRIPTION: Seminole County Wekiva Springs Road Intersection Improvements

FPID#: 450920-1-54-01

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.

Ву:,	P.E.
Name:	
Date:	

SEAL:

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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 <u>https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState</u> <u>Expenditures.pdf</u>.

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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	County Incentive Grant Program (CIGP), (CSFA 55.008)
and CSFA	Small County Outreach Program (SCOP), (CSFA 55.009)
Number:	Small County Road Assistance Program (SCRAP), (CSFA 55.016)
	Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
	Local Transportation Projects, (CSFA 55.039)

*Award Amount: \$500,000.00

*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

<u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS</u> <u>AGREEMENT:</u>

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: <u>https://apps.fldfs.com/fsaa/compliance.aspx</u>

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.
- I. 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)

FPN: <u>450920-1-54-01</u>		FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: <u>450920-1-54-01</u>	Fund: <u>LF</u>	FLAIR Category: <u>N/A</u>
FPN:	·	FLAIR Obj: <u>N/A</u> FLAIR Category:
		FLAIR Obj:
County No: 77	Contract No:	Vendor No: <u>F596000856070</u>

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 <u>Seminole County</u>, ("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)

Specific Appropriation 1988A of Chapter 2022-156, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

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 <u>the Seminole County Wekiva Springs Road Intersection Improvements project</u>, 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 October 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 \$<u>1,855,009.00 (One Million Eight Hundred Fifty-Five Thousand Nine Dollars and No/100)</u>. 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 \$500,000.00 (Five Hundred 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.
- I. 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 constructor and to approve or disapprove the employment of such consultant or constructor.
- 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 to 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's design 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, 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: <u>FDOTSingleAudit@dot.state.fl.us</u>

And

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

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: <u>N/A.</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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.

RECIPIENT SEMINOLE COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:	See Attached Signature Page	By:	
Name:		Name:	C. Jack Adkins
Title:		Title:	Director of Transportation Development

Legal Review:

By: _____

Name: _____

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 23, 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

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450920-1-54-01

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 Wekiva Springs Road Intersection Improvements project is with Seminole County (Recipient). This is an intersection improvement and widening project along Wekiva Springs Road. The limits are from approximately 87 feet south of Sabal Palm Drive to approximately 45 feet north of the Sabal Point Elementary School entrance, for a total project length of 0.114 miles.

Proposed roadway improvements include widening on the northbound side of Wekiva Springs Road, just north of Sabal Palm Drive, to construct a 330-foot-long right turn lane for the Sabal Point Elementary School entrance. The existing northbound travel lane will be milled and resurfaced for the limits of the widening. New 5-foot-wide concrete sidewalk will be constructed on the east side of Wekiva Springs Road for the entire project limits due to the widening and will include the construction of curb ramps and detectable warning surfaces. The Sabal Point Elementary School access road will be reconstructed along with valley gutter and new curb and gutter for a length of 205 feet. Drainage improvements include modification of existing drainage structures, construction of three concrete flumes along the proposed turn lane, and a new mitered end section and manholes. Gravity wall with a pedestrian railing will be constructed for 250 feet along the sidewalk. Signalization work includes installing new mast arms at the intersection of Wekiva Springs Road and Sabal Palm Drive as well as new traffic signals, blank out signs, closed-circuit television (CCTV) camera, internally illuminated signs, and pedestrian signals and detectors. The existing fiber optic interconnect will be replaced with new conduit and fiber optic cable on the east side of Wekiva Springs Road from approximately 240 feet north of Fox Valley Drive to approximately 330 feet south of Sabal Palm Drive.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, sod, and signing and pavement markings.

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. The County (Recipient) is coordinating permitting requirements with Saint Johns River Water Management District (SJRWMD). Right-of-way acquisition is underway and is to be completed by the County (Recipient) prior to the beginning of construction.

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.

The Recipient will perform Construction Engineering and Inspection (CEI) services utilizing its own forces. The Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). Supporting documentation required when submitting invoices for reimbursement are outlined in Exhibit F – Contract Payment Requirements.

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 August 18, 2023.
- b) Construction Duration of 270 days.
- c) Construction to be completed (Final Acceptance) by June 28, 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.

The remainder of this page intentionally left blank.

EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & Seminole County 100 East First Street Sanford, Florida 327	t			FINANCIAL PROJECT 450920-1-54-01	NUMBER:	
			MAXIMUM P	ARTICIPATION		
PHASE O	F WORK by Fiscal Year:	(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	
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash	
	Total Design Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %		
Right-of-Way- Phase FY:	44 Maximum Department Participation (Insert Program Name)	\$	\$	\$	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 5 FY: 2022-2023	54 Maximum Department Participation (Local Transportation Projects)	\$1,855,009.00	\$1,355,009.00	\$500,000.00	In-Kind	
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash	
	Total Construction Cost	\$1,855,009.00 %	\$1,355,009.00 %	\$500,000.00 %		
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 Cons	struction 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	\$1,855,009.00	\$1,355,009.00	\$500,000.00		

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

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 <u>SEMINOLE COUNTY</u>

PROJECT DESCRIPTION: Seminole County Wekiva Springs Road Intersection Improvements

FPID#: <u>450920-1-54-01</u>

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.
Name:		
Date:		

SEAL:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforState

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	County Incentive Grant Program (CIGP), (CSFA 55.008)
and CSFA	Small County Outreach Program (SCOP), (CSFA 55.009)
Number: Small County Road Assistance Program (SCRAP), (CSFA 55.	
	Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
	Local Transportation Projects, (CSFA 55.039)

*Award Amount: \$500,000.00

*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: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

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

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.
- I. 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

Agenda Memorandum

File Number: 2023-530

Title:

Approve and authorize the Chairman to execute a First Amendment to Purchase Agreement related to Parcel No. 3 for 4.47± acres of land between Benchmark Contract Management II, Inc. and Seminole County for acquisition of property needed for the Midway Drainage Improvement Project (Tax ID #33-19-31-300-019A-0000) for \$1,051,500.00. 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 property has been identified as needed for the Midway Drainage Improvement Project. The owner (Benchmark Contract Management II, Inc.) of the property located on the west side of Beardall Avenue approximately 930± feet north of Hughey Street, in Sanford, Florida, has agreed to sell and convey said property to Seminole County for the sum of \$1,051,500.00 inclusive of all fees and costs.

The property is vacant and contains 4.47± acres of land. The appraisal valued the property at \$1,051,500.00. The County's offer was the appraised amount and was accepted by the owner. The price is inclusive of all fees and costs. This is a whole acquisition to be used as a pond site.

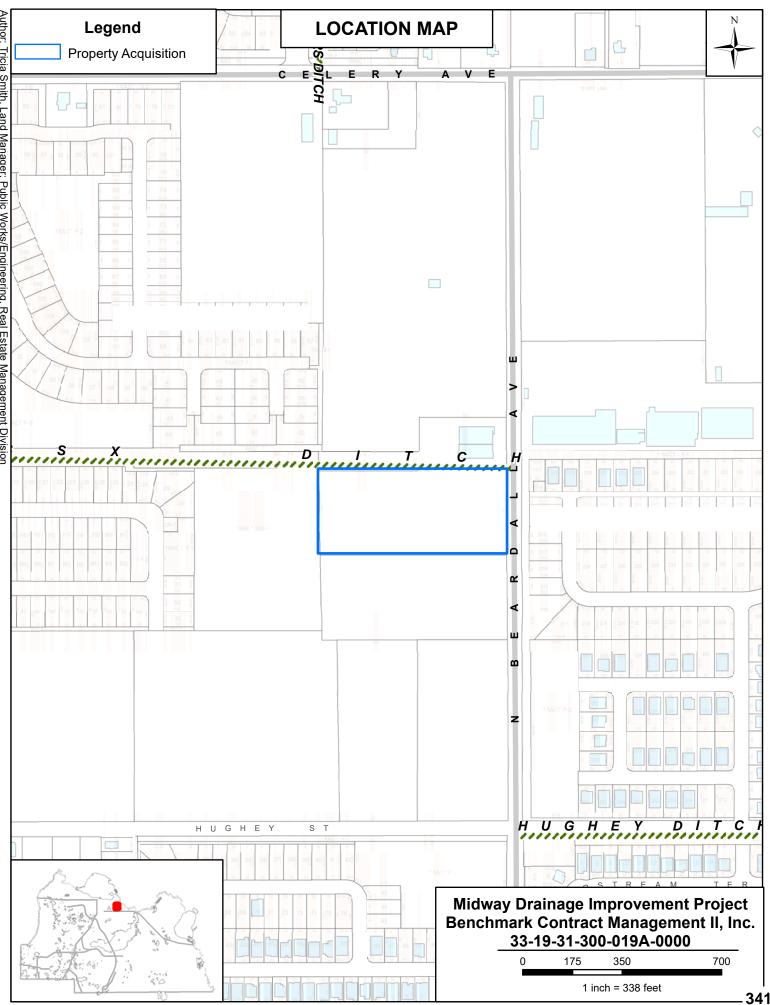
Most of the terms of the original June 28, 2022 Purchase Agreement remain unchanged, including the purchase price. However, due to the unexpected time it has taken to perform the needed due diligence regarding the environmental concerns and the cost the County may incur with its proposed use of the property, this First Amendment provides for

File Number: 2023-530

a specific time frame to allow the additional environmental investigation to be completed with an end date of November 1, 2023. The First Amendment also allows for a contingent fee of \$12,000 per month for a maximum of six months. This fee will not be paid each month but will accrue until such time that the County closes on the property or decides not to close. If it is decided not to close within the six-month period, the owners will receive the amount of accrued fee as provided for in the First Amendment. If it is decided to move forward with closing, the accrued fee goes away and the County pays the purchase price as provided in the original Purchase Agreement. The purpose of this contingent fee is essentially to compensate the owner for holding the property off the market for a period of time at the end of which time the Purchase Agreement does not close.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a First Amendment to Purchase Agreement related to Parcel No. 3 for 4.47± acres of land between Benchmark Contract Management II, Inc. and Seminole County for acquisition of property needed for the Midway Drainage Improvement Project (Tax ID #33-19-31-300-019A-0000) for \$1,051,500.00, as full settlement of all claim for compensation from which Seminole County might be obligated to pay relating to the property.



C:\Users\tsmith\Desktop\PROJECTS_PLS\AGENDA MAPS\Midway Drainage Improvement_Benchmark.mxd

_____341 Date: 6/1/2022

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name</u>: Benchmark Contract Management II, Inc.

PURCHASE AGREEMENT

Fee Simple

STATE OF FLORIDA) COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between BENCHMARK CONTRACT MANAGEMENT II, INC., whose address is 2632 Pemberton Dr. #101, Apopka, Florida 32703-9447, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Numbers: 33-19-31-300-019A-0000

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 ONE MILLION FIFTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,051,500.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Warranty Deed, 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.

Purchase Agreement Benchmark Contract Management II, Inc. / Seminole County Page 1 of 5

1 of 6



5/27/2022. 9:25 AM

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 07/05/2022 15:59:54 -04:00 eCertified Id: B7B1-43G9-50AE

Firefox

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name:</u> Benchmark Contract Management II, Inc.

(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.

> Purchase Agreement Benchmark Contract Management II, Inc. / Seminole County Page 2 of 5



5/25/2022 11:53 AM

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 07/05/2022 15:59:54 -04:00 eCertified Id: B7B1-43G9-50AE

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name:</u> Benchmark Contract Management II, Inc.

(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.

(1) 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, 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.

> Purchase Agreement Benchmark Contract Management II, Inc. / Seminole County Page 3 of 5

3 of 6 K1-



5/25/2022, 11:53 AM

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 07/05/2022 15:59:54 -04:00 eCertified Id: B7B1-43G9-50AE

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 Owner Name: Benchmark Contract Management II, Inc.

(n) This Agreement is not assignable.

(0)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.

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

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

WITNESSES:

a Benoit

Signature

Print Name

BENCHMARK CONTRACT MANAGEMENT II, INC By Print N Its:

Purchase Agreement Benchmark Contract Management II, Inc. / Seminole County Page 4 of 5

Certified Copy - Grant Maloy Clerk of the Circuit Court and Comptrolle **Seminole County, Florida**

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BOARD OF CO SIONERS ATTEST: GRANT MALOY

Clerk to the Board of County Commissioners of Seminole County, Florida. Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name:</u> Benchmark Contract Management II, Inc.

SEMINOLE COUNTY, FI ORI By

BOP DALLARI, Chairman

Date:

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

Shieldh **County Attorney**

Attachment: Exhibit "A" – Legal Description and Sketch

DGS/dsk Date 05/19/2022

T-Users/Legal Secretary CSB/Public World/Acquisitions/2022/Midway Drainage Project/Benchmark Contract Management II - Inc/Purclesse Agreement - Deed - No Holdover .docx

Purchase Agreement Benchmark Contract Management II, Inc. / Seminole County Page 5 of 5

5 of 6



5/25/2022, 11:53 AM

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EXHIBIT "A"

THE NORTH 363 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA (LESS THE NORTH 66 FEET.)

6 of 6



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 07/05/2022 15:59:54 -04:00 eCertified Id: B7B1-43G9-50AE

5/25/2022, 11:53 AM

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name:</u> Benchmark Contract Management II, Inc.

FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN SEMINOLE COUNTY AND BENCHMARK CONTRACT MANAGEMENT II, INC.

THIS FIRST AMENDMENT is made and entered and is to that certain Purchase Agreement made and entered into on the 28th day of June, 2022, between BENCHMARK CONTRACT MANAGEMENT II, INC., whose address is 2632 Pemberton Dr. #101, Apopka, Florida 32703-9447, in this First Amendment 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 First Amendment referred to as "COUNTY."

WITNESSETH:

WHEREAS, OWNER and COUNTY entered into the above referenced Agreement on June

28, 2022, for purchase of the real property described as:

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

Parcel I.D. Number: 33-19-31-300-019A-0000; and

WHEREAS, the Agreement provided COUNTY the right to conduct environmental inspections on the Property prior to closing; and

WHEREAS, the environmental inspections on the Property have taken longer than expected due to environmental contamination being found on the Property and the need to determine whether such contamination can be adequately mitigated; and

WHEREAS, the parties desire to amend the Agreement in order to partially compensate OWNER for the additional time needed to complete the environmental study on the Property if the COUNTY ultimately determines not to close on the Property, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

1 of 5

Firefox

First Amendment to Purchase Agreement Between Seminole County and Benchmark Contract Management II, Inc. Page 1 of 4

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 Owner Name: Benchmark Contract Management II, Inc.

WHEREAS, Item III(m) 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 First Amendment, the parties agree to amend the Agreement as follows:

1. Item III(a) of the Agreement is deleted and replaced with the following:

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. To compensate OWNER for the additional time needed to close due to environmental issues with the Property, the following terms apply:

 (1) Commencing on June 1, 2023 and continuing on the first day of each month thereafter until this Agreement closes or up to and including November 1, 2023, whichever occurs earlier, a monthly fee of \$12,000.00 each payable by COUNTY to OWNER will accrue.

(2) If COUNTY notifies OWNER in writing on or before November 1, 2023, that COUNTY has decided not to close this Agreement, COUNTY shall pay OWNER the accrued fee as of the date of such notice and this Agreement will be considered terminated.

2 of 5

First Amendment to Purchase Agreement Between Seminole County and Benchmark Contract Management II, Inc. Page 2 of 4

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 Owner Name: Benchmark Contract Management II, Inc.

(3) If COUNTY has not notified OWNER by November 1, 2023

whether this Agreement will close, then COUNTY shall pay the fully accrued fee of \$72,000.00 to OWNER and this Agreement will be considered terminated.

(4) If this Agreement closes on or before November 1, 2023, COUNTY will owe OWNER no fee under this Item III(a).

The effective date of this First Amendment will be the date when the last party has 2. properly executed this First Amendment as determined by the date set forth immediately below the respective signatures of the parties.

3. 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. WITNESSES: B aPrint Name Its Sig nature D int Name

BENCHMARK CONTRACT MANAGEMENT II, INC

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

First Amendment to Purchase Agreement Between Seminole County and Benchmark Contract Management II, Inc. Page 3 of 4

Road Project: Midway Drainage Project - Parcel 3 Parcel Address: Beardall Ave., Sanford, Florida 32771 <u>Owner Name:</u> Benchmark Contract Management II, Inc.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

AMY LOCKHART, Chairman

Date

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

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

GRANT MALOY

ATTEST:

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

DGS/sfa 04/24/2023 Attachment: Exhibit "A" – Legal Description and Sketch

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Midway Drainage Project\Benchmark Contract Management II - Inc\First Amendment to Purchase Agreement for extension.docx

First Amendment to Purchase Agreement Between Seminole County and Benchmark Contract Management II, Inc. Page 4 of 4

EXHIBIT "A"

THE NORTH 363 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA (LESS THE NORTH 66 FEET.)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-562

Title:

Approve and authorize the removal of approximately 1200 linear feet of existing 10foot asphalt trail and replace it with approximately 1200 linear feet of concrete surface. The existing asphalt trail to be removed is located on the northside of E.E. Williamson Road, beginning just east of the I-4 overpass and ending just west of Woodlands Elementary School. D4 - Lockhart (Jean Jreij, P.E., Public Works Director/County Engineer)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director/County Engineer

Contact/Phone Number:

Jean Jreij - 407-665-5602

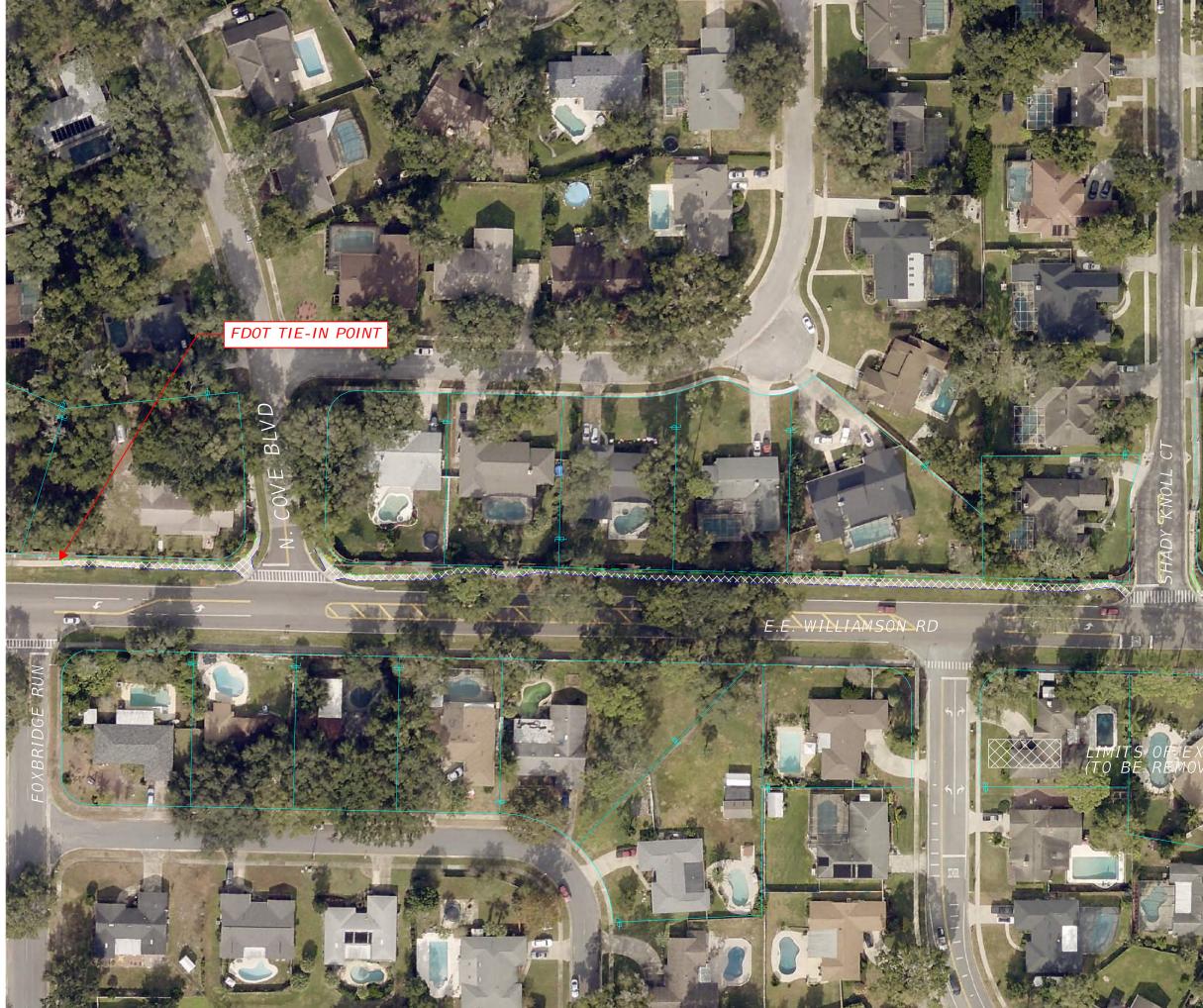
Background:

The 10-foot trail was designed and constructed by the Public Works Department/Engineering Division with an asphaltic surface. This asphalt material for county trails meets the current specifications outlined in the Seminole County Department of Public Works Engineering Manual. However, a representative from the North Cove Homeowners Association has requested the removal of the asphalt material and replaced it with a concrete surface.

The estimated cost for the removal of this 1200 linear feet of asphalt trail and replacement with 1200 linear feet of concrete surface is approximately \$116,500.00.

Staff Recommendation:

Staff recommends the Board approve and authorize the removal of approximately 1200 linear feet of existing 10-foot asphalt trail and replace it with approximately 1200 linear feet of concrete surface. The existing asphalt trail to be removed is located on the northside of E.E. Williamson Road, beginning just east of the I-4 overpass and ending just west of Woodlands Elementary School.





IST. ASPHALT TRAIL



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-533

Title:

Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Sanford relating to Jurisdictional Transfer of a portion of West 5th Street. District5 - Herr **(Jean Jreij P.E., Public Works Director/County Engineer).**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

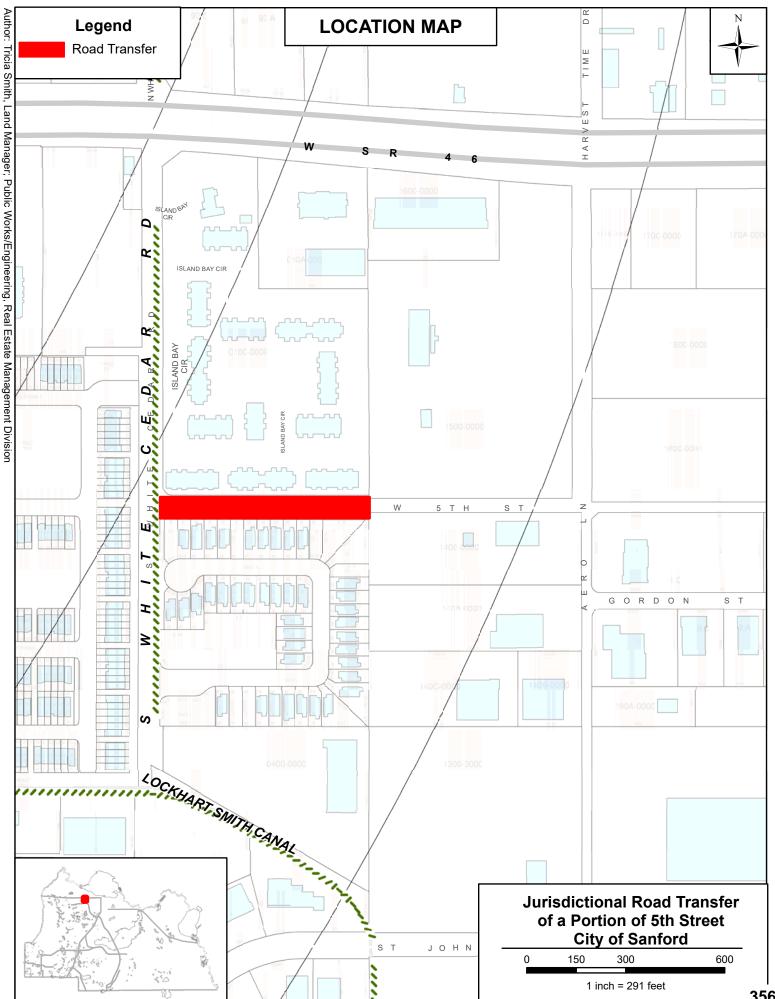
Neil Newton 407-665-5711

Background:

The City of Sanford has requested a portion of West 5th Street, currently under Seminole County jurisdiction, be transferred to the City. No unincorporated parcels are near this segment of road and the Public Works Department has no objections to the transfer. This Interlocal Agreement will assign and transfer to the City of Sanford ownership of jurisdiction over and full functional responsibility for the segment of West 5th Street.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Sanford relating to the Jurisdictional Transfer of a portion of West 5th Street.



C:\Users\tsmith\Desktop\PROJECTS_PLS\AGENDA MAPS\W 5th St_Jurisdictional Road Transfer.mxd

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

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD RELATING TO JURISDICTIONAL ROAD TRANSFER <u>OF A PORTION OF 5TH STREET</u>

THIS AGREEMENT is entered into by and between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and CITY OF SANFORD a municipal corporation, whose address is 300 North Park Ave., Sanford, Florida 32771, in this Agreement referred to as "CITY."

WITNESSETH:

WHEREAS, the parties have the common power to construct and maintain roads within

their geographical jurisdictions; and

WHEREAS, certain roads in the jurisdictional boundaries of COUNTY's road system are

located within the boundaries of CITY; and

WHEREAS, COUNTY and CITY are agreeable to transferring ownership, maintenance,

and functional responsibility of the road specified in this Agreement; and

WHEREAS, CITY and COUNTY wish to advise the Florida Department of Transportation ("FDOT") of the transfer pursuant to this Agreement by means of COUNTY providing FDOT, District 5, with a certified copy of this Interlocal Agreement; and WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes (2022), and by Sections 335.0415 and 337.29, Florida Statutes (2022), and other applicable law; and

WHEREAS, the parties have determined this Agreement is in furtherance of the community health, safety, and welfare and the public interest.

NOW THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained in this Agreement by and between parties and for the mutual benefit of COUNTY and CITY and their respective citizens, the parties hereby agree as follows:

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

Section 2. Purpose. The purpose of this Agreement is for COUNTY to assign and transfer to CITY ownership of, jurisdiction over, and full functional responsibility for a portion of a portion of 5th Street running from the intersection with South White Cedar Road to the end of COUNTY maintenance approximately 600 feet east (between Aero Lane and South White Cedar Road) as depicted on the attached Exhibit A.

Section 3. Transfer of Responsibility/Ownership. Upon the date this Agreement is executed by both parties, CITY has ownership of, plenary authority over, and full responsibility for the functional operation and maintenance of the road specified in Section 2 above. All of COUNTY's rights, responsibilities, liabilities, duties, and obligations as to this road including, but not limited to appurtenant stormwater and drainage facilities, are hereby transferred to and assumed by CITY and the subject road constitutes a CITY street for all intents, purposes, and effects.

Section 4. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided in this Agreement. All other policies, rules, regulations, and ordinances of COUNTY and CITY will continue to apply as to properties respectively located within the jurisdictional boundaries of COUNTY and CITY. The maintenance of side roads, street name signs, and stop signs is the responsibility of the party that has jurisdiction for such roads and signs, except as otherwise provided in this Agreement or other agreements between the parties.

Section 5. Other Agreements. The parties shall execute such instruments and documents as may be required to effectuate this Agreement.

Section 6. Employee Status. Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

Section 7. Indemnification. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents arising from or related to this Agreement, except as otherwise provided by this or any other agreement between the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice may be sent

to the following:

For COUNTY:

Director, Public Works Department 200 West County Home Road Sanford, FL 32773

For CITY:

Norton N. Bonaparte, Jr., ICMA-CM City Manager City of Sanford City Hall 300 North Park Avenue Sanford, Florida 32771

(b) Either of parties may change, by written notice as provided in this Section, the addresses or persons for receipt of notices. Each such notice will be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, if mailed, or on the date of delivery by overnight delivery services as evidenced by a service receipt, as the case may be.

Section 9. Recording. CITY shall record this Agreement in the Public Records of Seminole County, Florida, and is responsible for all fees associated with this recording.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted, or amended except by a written instrument equal in dignity with this Agreement and executed by the parties to this Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 12. Binding Effect. This Agreement is binding upon and inures to the benefit of the successors in interest, transferees, and assigns of the parties.

Section 13. Public Records. The parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, which have been made or received in conjunction with this Agreement.

Section 14. Conflict of Interest. Both parties agree that they shall not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time.

Section 15. 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 16. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the pa	HORAY made and executed this Agreement for the
purposes stated above.	
ATTEST:	TY OF SANFORD
all Joleman	ST. 1817 By:
TRACI HOUDHIN, City Clerk	ART WOODRUFF, Mayor
TRACI HOUCHIN, City Clerk Cally Lo Tempio, Deputy City Clerk	Date: 4-24-23

By:_

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

ATTEST:

Date_____

AMY LOCKHART, Chairman

For the use and reliance of Seminole County only.

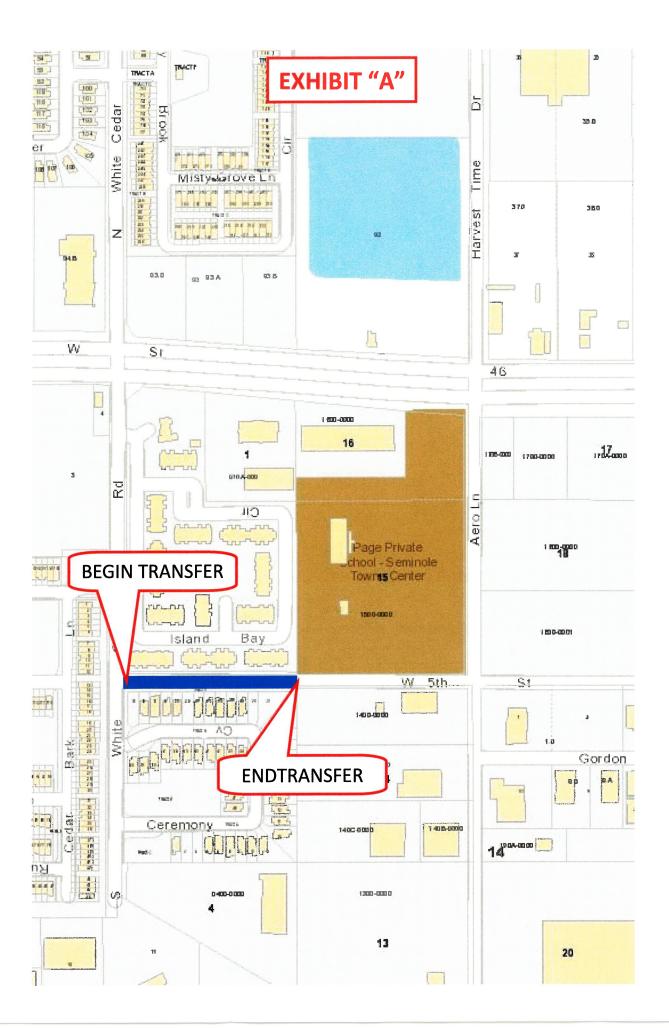
Approved as to form and legal sufficiency.

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

County Attorney

DGS/dsk/sfa 09/07/2022, 04/11/2023 Attachment: Exhibit A – Map T:\Users\Legal Secretary CSB\Public Works\Agreements\2022\ILA City of Sanford (5th Street Portion) rev1.docx

> Interlocal Agreement Seminole County / City of Sanford Relating to Jurisdictional Transfer of a portion of 5th Street Page 6 of 6





Agenda Memorandum

File Number: 2023-540

Title:

Approve and authorize County staff to issue County right-of-way permits to City Police Departments within Seminole County, upon their application, to place Automated License Plate Readers (ALPRs) on County traffic system infrastructure and right-ofway solely for the purpose of public safety, crime prevention, and investigative purposes and authorize County Traffic Engineering to work with the respective City Police Department personnel to facilitate the process. Countywide (Jean Jreij, P.E., **Public Works Director/County Engineer**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E.

Contact/Phone Number:

Jean Jreij 407-665-5702

Background:

On March 28, 2023, the Board approved the Sheriff's Office to place Automated License Plate Readers (ALPRs) on County traffic system infrastructure and right-ofway to be used solely for public safety, crime prevention and investigative purposes and for County Traffic Engineering to work with the respective City Police Department personnel to facilitate the process.

For the same reasons this approval was granted to the Sheriff's Office, it should also be granted to the City Police Department within Seminole County.

Staff Recommendation:

Staff recommends the Board approve and authorize County staff to issue County rightof-way permits to City Police Departments within Seminole County, upon their application, to place Automated License Plate Readers (ALPRs) on County traffic system infrastructure and right-of-way solely for the purpose of public safety, crime prevention, and investigative purposes and authorize County Traffic Engineering to work with the respective City Police Department personnel to facilitate the process.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-502

Title:

Approve and authorize the Chairman to execute First Amendment to Short Term Lease Agreement between Seminole County and Thomas B. Ball, III, L.L.L.P., ending Florida Department of Health use for COVID response and changing function for new use by Office of Emergency Management - Emergency Telecommunications, District5 - Herr (Jean Jreij, Public Works Director on behalf of Alan Harris, Director of Emergency Management)

Division:

Public Works - Facilities

Authorized By:

Jean Jreij, Public Works Director

Contact/Phone Number:

Sandra Aganovic/407-665-5280

Background:

On October 26, 2021, the Board of County Commissioners approved the Short-Term Lease Agreement between Seminole County and Thomas B. Ball, III, L.L.L.P. for use of warehouse space containing approximately 6,600 square feet located at 1100 Central Park Drive, Units 400 and 500, Sanford, Florida 32771 for Florida Department of Health (FDOH) staff performing contact tracing and for the storage of supplies and equipment for continual testing in relation to COVID-19 and to ensure manufacturing shelf life requirements continue.

The proposed First Amendment terminates the existing function on June 30, 2023, and transfers the space to the Office of Emergency Management - Emergency Telecommunications for needed warehouse space starting July 1, 2023. Current rent of \$5,000/month ends on June 30, 2023, with new rent of \$6,600/month starting July 1, 2023. The Lease terminates on June 30, 2024, unless terminated sooner. The lease will auto-renew for an additional six (6) month period until either party notifies the other of the intent to terminate the agreement with 90 days written notice.

The Landlord continues to be responsible for all interior and exterior maintenance and repair needs including the grounds. The tenant continues to be responsible for janitorial services, janitorial supplies, and utilities.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to Short Lease Agreement between Seminole County and Thomas B. Ball, III, L.L.P.

FIRST AMENDMENT TO SHORT TERM LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND THOMAS B. BALL, III, L.L.L.P. (For use by Florida Department of Health – Seminole for COVID-19 Response)

THIS FIRST AMENDMENT is made and entered into this _____ day of ______, 20_____, 20_____ and is to that certain Short Term Lease Agreement made and entered into on the 26th day of October, 2021, between THOMAS B. BALL, III, L.L.L.P., whose address is 213 Shady Oaks Circle, Lake Mary, Florida 32746, in this Lease referred to as "LANDLORD," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."".

WITNESSETH:

WHEREAS, Thomas B. Ball, III, L.L.L.P. and COUNTY entered into the above referenced Short Term Lease Agreement on October 26, 2021, to assist FDOH in the COVID-19 relief efforts by partnering to provide office and administrative space; and

WHEREAS, the parties desire to amend the Short Term Lease Agreement to remove any use by FDOH and to allow the Seminole County Office of Emergency Management and the Seminole County Information Services Department ("EM & IS") to use the Building located at 1100 Central Park Drive, Units 400 and 500, Sanford, Florida 32771 ("Building"); and

WHEREAS, the EM & IS will utilize the building/warehouse for the purpose of storing critical Information Services and Radio Telecommunication equipment storage, space for testing of equipment, and installation of vehicle/equipment utilizing fiber connection at facility.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Short Term Lease Agreement as follows:

1. The title of the Short Term Lease Agreement will hereinafter, be known as:

FIRST AMENDMENT TO SHORT TERM LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND THOMAS B. BALL, III, L.L.L.P.

(For use by Emergency Management and Information Services)

2. Section 2 of the Short Term Lease Agreement is amended to read as follows:

Section 2. Term. FDOH will leave the premises on June 30, 2023, and EM & IS will start occupancy July 1, 2023. The term of this Short Term Lease Agreement commences July 1, 2023, notwithstanding the date of signature by the parties and runs until June 30, 2024, unless sooner terminated as provided below. This Short Term Lease Agreement will auto renew for an additional six (6) month period until either party notifies the other of the intent to terminate the agreement with 90 days' written notice.

3. Section 3 of the Short Term Lease Agreement is amended to read as follows:

Section 3. Rental. Current monthly rent of \$5,000.00 will end June 30, 2023, and the new monthly rate of \$6,600.00 for rent will begin July 1, 2023. TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of SIX THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$6,600.00), payable on or before the first (1st) day of each calendar month with a ten (10) day grace period, starting July 1, 2023. The monthly rent will remain the same for the duration of the Lease.

4. Section 17 of the Short Term Lease Agreement is amended to read as follows:

Section 17. Termination. Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such

First Amendment to Short Term Lease Agreement Page 2 of 5

sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

5. Exhibit A of the Short Term Lease Agreement is deleted and replaced by the new Site Plan for 1100 Central Park Drive, Units 400 & 500, Sanford, FL 32771, attached to this First Amendment as Exhibit A.

6. Except as modified by this First Amendment, all terms and conditions of the original Short Term Lease Agreement remain in full force and effect for the term of the Short Term Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated above.

ATTEST:

Witness Print Name

Witness

THOMAS B. BALL, III, L.L.L.P. a Florida Limited Partnership By: THOMAS B. BALI Date:

Print Name

[Signature page continues on Page 4.]

First Amendment to Short Term Lease Agreement Page 3 of 5

ATTEST:

GRANT MALOY

BOARD OF COUNTY COMMISSIONERS SEMINOLE, COUNTY, FLORIDA

By:____

AMY LOCKHART, Chairman

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

For the use and reliance of nole County only.

Approved as to form and legal sufficiency.

Date: _____

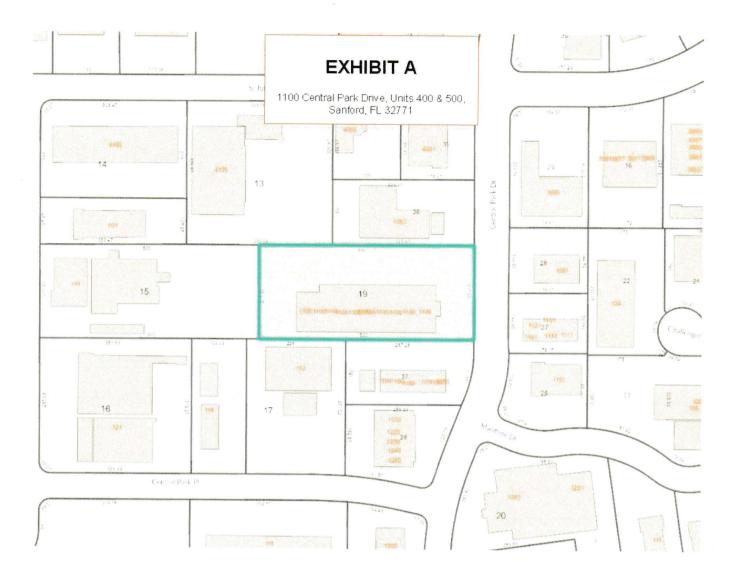
As authorized for execution by the Board of Semi-County Commissioners at its _____, 2023, regular meeting.

County Attorney

Attachment: Exhibit "A" – Leased Premises

DWM/kly 5/4/23

T:\Users\Legal Secretary CSB\Public Safety\2022\T. Ball 1am Lease Agreement (for EM & IS) May1(23).docx





Joseph A. Ladapo, MD, PhD State Surgeon General

Vision: To be the Healthiest State in the Nation

February 24, 2023

Commissioner Amy Lockhart Seminole County 1101 East 1st Street Sanford, FL 32771

Re: Notice of Lease Agreement Termination

Dear Chairman Lockhart:

Pursuant to the lease agreement Seminole County has with Thomas B. Ball, III, L.L.L.P., whose address is 213 Shady Oaks Circle, Lake Mary, Florida 32746, please recognize that this letter serves to inform that the Florida Department of Health in Seminole County will be vacating Units 400 and 500 located at 1100 Central Park Drive as of July 1, 2023. Please contact my office if further information is required.

Sincerely,

Donna Walsh, MPA, BSN, RN Health Officer Florida Department of Health Seminole County

Florida Department of Health **Office of the State Surgeon General** 4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701 PHONE: 850/245-4210 • FAX: 850/922-9453 FloridaHealth.gov



Accredited Health Department A B Public Health Accreditation Board

SHORT TERM LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND THOMAS B. BALL, III, L.L.P. (For use by Florida Department of Health – Seminole for COVID-19 Response)

THIS SHORT TERM LEASE is made and entered by and between THOMAS B. BALL,

III, L.L.P., whose address is 213 Shady Oaks Circle, Lake Mary, Florida 32746, in this Lease referred to as "LANDLORD," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, 1101 East 1st Street, Sanford, Florida 32771, in this Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD is the owner of a certain building located at 1100 Central Park Drive, Units 400 and 500, Sanford, Florida 32771 (the "Building"); and

WHEREAS, TENANT desires to lease space at 1100 Central Park Drive, Units 400 and 500, Sanford, Florida 32771, totaling approximately 6,600 square feet, for use by the Florida Department of Health for Seminole County ("FDOH"); and

WHEREAS, Section 154.01, Florida Statutes (2021), allows Seminole County to cooperate with the Department of Health to establish and maintain a full-time county health department for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations; and

WHEREAS, FDOH will utilize the Building for the purpose of performing contact tracing and for the storage of supplies and equipment for continual testing in relation to COVID-19 and to ensure manufacturing shelf life requirements continue; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, LANDLORD and TENANT agree as follows:

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 1 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 1 of 17 Section 1. Leased Premises. LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of approximately 6,600 square feet of the Building AND APPROXIMATELY 20 PARKING SPACES, which consists of that space more particularly described in the attached Exhibit "A" and is referred to below as the "Leased Premises."

Section 2. Term. The term of this Lease commences January 1, 2022, notwithstanding the date of signature by the parties and runs until June 30, 2022, unless sooner terminated as provided below. This Lease will auto renew for an additional six (6) month period until either party notifies the other of the intent to terminate the agreement with 30 days' written notice.

Section 3. Rental. TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00), payable on or before the first (1st) day of each calendar month with a ten (10) day grace period. The monthly rent will remain the same for the duration of the Lease.

Section 4. Condition of Leased Premises. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT, on behalf of FDOH, accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to their satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

Section 5. Use of Leased Premises, Common Areas, and Parking.

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute,

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 2 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 2 of 17 regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2021), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the limitations of Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD,

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 3 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 3 of 17 and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris.

Section 6. Remodeling Improvements and Alterations. After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes. No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2021), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7. At LANDLORD's option, LANDLORD and TENANT shall record a short form memorandum of this Lease in the Public Records of Seminole County in which

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 4 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 4 of 17 the Building is located, containing the language of this subsection, the name of LANDLORD, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10, Florida Statutes (2021), as this statute may be amended from time to time.

Section 8. Maintenance, Utilities, Janitorial Services/Supplies and Life Safety/Security Devices. LANDLORD will provide all interior and exterior maintenance and repairs needs to the Building and the grounds including HVAC; maintenance/repairs of all life safety and security devices within the premises, garbage collection and pest control. TENANT will provide janitorial services, janitorial supplies, and utilities.

¹ Section 9. Indemnification. Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this Section 9 may not exceed the limits set forth in Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time.

Section 10. Insurance. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

Section 11. Waiver of Subrogation. As long as their respective insurers so permit, LANDLORD and TENANT herby mutually waive their respective rights of recovery against each other for any insured loss.

Section 12. Assignment or Subletting.

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 5 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 5 of 17 Т

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TENANT subleasing at the Building. TENANT shall require all subtenants, including FDOH, to sign a Memorandum of Understanding ("MOU") including a provision for the FDOH to agree to all terms of this Lease. TENANT shall also promptly provide LANDLORD with a copy of all executed MOUs and any amendments and renewals of them. To the extent permitted by law, as a state agency governed by Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of FDOH, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extends to and binds the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of the parties.

Section 13. Subordination and Estoppel Certificates.

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 6 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 6 of 17 (4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

Section 14. Condemnation or Eminent Domain.

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 7 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 7 of 17 cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

Section 15. Damages or Destruction.

If the Leased Premises are partially damaged by any casualty insurable under the **(a)** insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds, shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment); and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenantable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenantable, damaged as a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 8 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 8 of 17 Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

Section 16. Surrender of Leased Premises.

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD "broom clean" in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 9 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 9 of 17 Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 16 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

Section 17. Termination. Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least thirty (30) days prior, written notice to the LANDLORD (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

Section 18. Attorney's Fees. In the event of a dispute over the terms of this Agreement that results in litigation or of the exercise of any remedy set forth in Section 17 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

Section 19. Inspection. Notwithstanding any other provision of this Lease, LANDLORD 'acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law.

> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 10 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 10 of 17 In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

Section 20. Nonwaiver. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

Section 21. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

Section 22. Severability. If any provision or application of this Lease to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 11 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 11 of 17 other provisions or applications of this Lease that can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared severable.

Section 23. Successors. This Lease and the covenants and conditions contained in this Lease inures to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

¹ Section 24. Entire Agreement. This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

Section 25. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

Section 26. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2021),

the following notice is hereby given to the undersigned TENANT.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution

of this Lease Agreement.

Section 27. Authority. TENANT hereby covenants and warrants that: (i) TENANT is a

duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified

to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 12 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 12 of 17 Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

Section 28. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2021), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

Section 29. Consent. LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

Section 30. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 13 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 13 of 17 (b) Three (3) business days after being deposited with the U.S. Postal Service, certified

mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For LANDLORD:

Thomas B. Ball, III, L.L.L.P 213 Shady Oaks Circle Lake Mary, Florida 32746

For TENANT:

Public Works Department Fleet and Facilities Management Division 205 West County Home Road Sanford, Florida 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

Section 31. Headings and Captions. All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

Section 32. Effective Date. The Effective Date of this Lease will be the date when the

last party has properly executed this Lease as determined by the date set forth immediately below

the respective signatures of the parties.

[Signature page continues on Page 15.]

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 14 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 14 of 17 IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated

above.

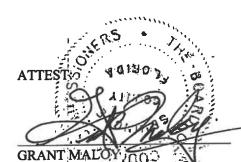
THOMAS B. BALL, III, L.L.P. ATTEST: a Florida Limited Partnership) By: THOMAS B. BALT Witness 21 0 Date: Print Name Witness 11 Brad

Print Name

Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 15 of 16

Certified Copy - Grant Maloy Clerk of the Circuit Court and Comptrolle Seminole County, Floriday

Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 15 of 17



BOARD OF COUNTY COMMISSIONERS SEMINOLE, COUNTY, FLORIDA

B١

NTINE, Chairman

Date:

For the use and reliance of Seminole County only.

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

Approved as to form and legal sufficiency.

County Attorney чİ

Attachment: Exhibit "A" - Leased Premises As authorized for execution by the Board of County Commissioners at its 2021, regular meeting.

DWM 09/29/2021; 10/8/21 T:\Users\dmorrell\My Documents\Public Safety\2021\T Ball Lease for FDOH).docx

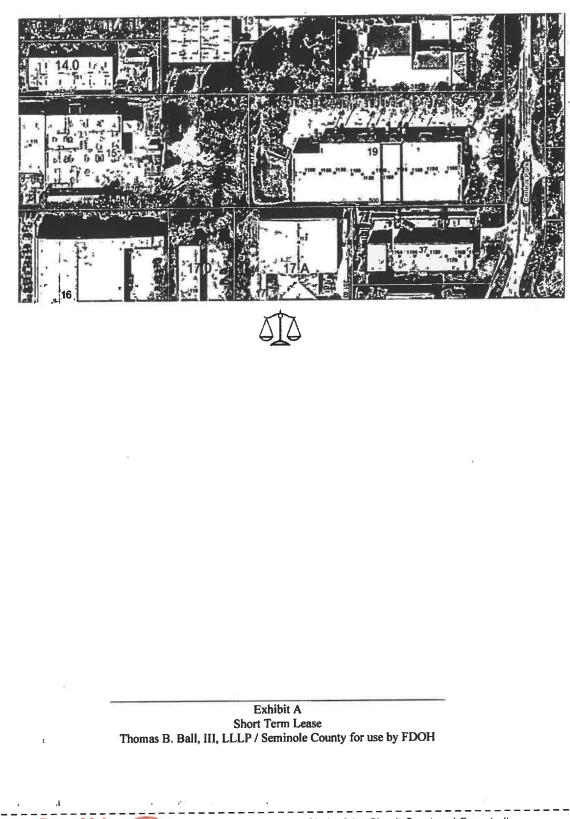
> Short Term Lease Thomas B. Ball, III, LLLP / Seminole County for use by FDOH Page 16 of 16



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 16 of 17

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EXHIBIT A



Certified Copy - Grant Maloy Clerk of the Circuit Court and Comptroller Seminole County, Florida Seminole County Clerk of the Circuit Court and Comptroller eCertified at 10/29/2021 12:06:35 -04:00 eCertified Id: 89AB-E8JD-CEE3 Page 17 of 17



Agenda Memorandum

File Number: 2023-516

Title:

Approve and authorize the Chairman to execute the Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease with a maturity date of September 30, 2024 with an annual rent of \$9,000 through June 1, 2024. District5 - Herr (Jean Jreij, Public Works Director on behalf of Allison Thall, Community Services Director)

Division:

Public Works - Facilities

Authorized By:

Jean Jreij, Public Works Director

Contact/Phone Number:

Sandra Aganovic / 407-665-5280

Background:

On February 1, 2021, Alan Harris, Chief Administrator of Emergency Management, pursuant to Executive Order No. 2020-001, Declaration of a Local State of Emergency, signed the First Amendment to the Reflections of Hidden Lake Community Services Department Lease, adding approximately 3,000 square feet of space at 520 West Lake Mary Blvd, Suite 100, Sanford, FL 32773, to be utilized by the Community Services Department for processing applications for Federal Emergency Rental Assistance program from Seminole County citizens. The current monthly rent is \$3,733.75 or \$44,805 per year.

Pursuant to the Second Amendment to Reflections of Hidden Lake Community Service Department Lease, as approved by the Board of County Commissioners on November 9, 2021, Community Services Department relocated to a 15,230 square foot space at 520 West Lake Mary Blvd, Suite 300 A, Sanford, FL 32773. The current monthly rent is \$19,033.44 or \$228,401.28 yearly.

Pursuant to the Third Amendment to Reflections of Hidden Lake Community Services Department Lease, as approved by the Board of County Commissioners on January 25, 2022, the maturity of the lease was extended to September 30, 2024 for all occupied spaces.

The proposed Fourth Amendment to the Reflections of Hidden Lake Community Service Department Lease adds approximately 500 square feet of space to be utilized for Veteran's Affair Services. The monthly rent is \$750 or \$9,000 per year. The rent will remain the same until June 1, 2024 at which time it will increase by CPI index or 3% whichever is less.

The County may terminate the lease at any time upon ninety (90) days' notice to the Landlord. The lease remains a full-service lease with Landlord paying all costs of taxes, insurance, and maintenance along with the utilities and janitorial services (Monday to Friday).

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease with a maturity date of September 30, 2024. The annual rent is set at \$9,000 through June 1, 2024.

FOURTH AMENDMENT TO REFLECTIONS OF HIDDEN LAKE COMMUNITY SERVICES DEPARTMENT LEASE

THIS FOURTH AMENDMENT is to that certain Lease made and entered into on the 23rd day of July, 2019, between A & Z VENTURES, LLC, a Florida limited liability company, whose address is 137 South International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Fourth Amendment referred to as "LANDLORD," 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 Fourth Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on July 23, 2019, for the lease of certain property; and

WHEREAS, pursuant to the First Amendment to this Lease, TENANT leased an additional 3,000 square feet space in the same facility as the Leased Premises, as described in the Lease, such additional space being located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773, referred to in the Lease as the "Additional Leased Premises," and more specifically described in Exhibit C to the Lease, to process applications for Federal Emergency Rental Assistance program from Seminole County citizens; and

WHEREAS, the lease of the Additional Leased Premises commenced on February 1, 2021, and was scheduled to end on January 31, 2022, under the lease; and

WHEREAS, pursuant to the Second Amendment to this Lease, TENANT leased and relocated to a 15,230 square foot space of the LANDLORD's facility known as Reflections at Hidden Lake, located at 520 West Lake Mary Boulevard, Suite 300 A, Sanford, Florida 32773; and

WHEREAS, pursuant to the Third Amendment to this Lease, the parties continued the lease

of the Additional Leased Premises under the same terms and conditions as provided in the current Lease, as amended, through September 30, 2024, after which the provisions for the Additional Leased Premises under the Lease would automatically terminate; and

WHEREAS, TENANT now intends to lease an additional 500 (approximate) square foot space adjacent to the Additional Leased Premises, as described in the Lease, such additional space being located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773, and referred to in these recitals as the Second Additional Leased Premises; and

WHEREAS, the Lease of the Second Amended Leased Premises, like the Additional Leased Premises, is intended to end on September 30, 2024.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease ("Fourth Amendment"), the parties agree to amend the Lease as follows:

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

2. The following Section 27 is added to the Lease:

Section 27. Second Additional Leased Premises.

(a) Effective June 1, 2023, LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 500 additional square feet on the first floor of the building located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773 and more specifically described in Exhibit "D" attached to this Lease (the "Second Additional Leased Premises").

(b) The lease of the Second Additional Leased Premises commences on June 1, 2023, and ends on September 30, 2024.

(c) Commencing June 1, 2023, and ending September 30, 2024, TENANT shall pay the monthly sum of \$750.00 as rent to LANDLORD for the Second Additional Leased Premises described in Section 27(a) above, on or before the first (1st) day of each calendar month for that respective calendar month with a ten (10) day grace period.

(d) The agreed rent for the Second Additional Leased Premises is Eighteen and 00/100 (\$18.00) Dollars per square foot, which results in an annual rent of Nine Thousand and 00/100 (\$9,000.00) Dollars and a monthly rent of Seven Hundred Fifty and 00/100 (\$750.00) Dollars for the period commencing June 1, 2023 and ending September 30, 2024. The above rate will increase beginning June 1, 2024, as determined by the Consumer Price Index ("CPI") or by three (3%) percent, whichever is less. The rent specified in this Section 27(d) will be paid and accounted for separately from the rent described in Section 3 and 26 of this Lease, but the rent specified in this Section 27(d) is subject to annual adjustment as provided in Section 3(c) of this Lease.

(e) The processing of applications for Federal Emergency Rental Assistance program from Seminole County citizens and related work is a permitted use of the Second Additional Leased Premises and complies with Section 7 of the Lease.

(f) Except for Sections 1, 2, 3, and 26 of this Lease and except as provided otherwise in this Section 27, all terms and conditions of this Lease apply to the Second Additional Leased Premises and all references to "Leased Premises" in the Lease include the Second Additional Leased Premises.

(g) This Section 27 will automatically terminate on September 30, 2024 (unless extended to the next year), at which time TENANT shall return possession of the Second Additional Leased Space to LANDLORD as provided in Section 15 of this Lease.

3. Except as modified in this Fourth Amendment, all terms and conditions of the original Lease, as previously amended, remain in full force and effect for the term as originally set forth in

this Lease.

4, The Effective Date of this Fourth Amendment will be the date when the last party has properly executed this Fourth Amendment as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease for the purposes expressed above.

WITNESSES:

SIGNATURE PRINT NAME SIGNATURE Wintanill Kathenne PR NT NAME

A & Z VENTURES, a Florida limited liability company By: PRINT NAME: TITLE: Q SOA Date

[Balance of this page intentionally blank; signatory page continues on next page.]

Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease Page 4 of 5

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_

AMY LOCKHART, Chairman

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

Date:

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

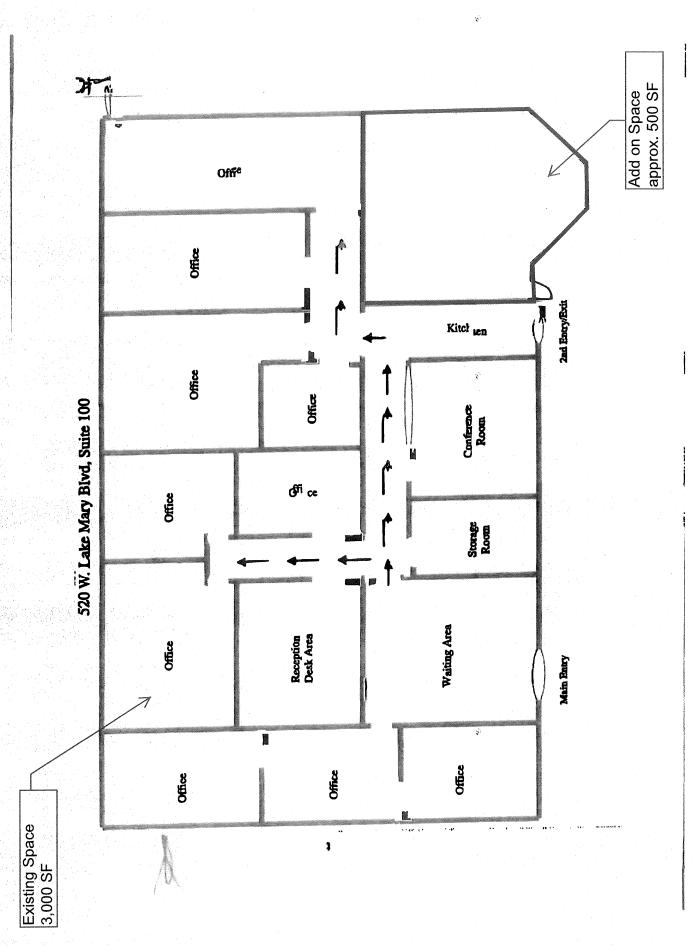
County Attorney

legal sufficiency.

DGS/sfa 04/26/2023 Exhibit "D" – Floor Plan

T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Reflections Community Services Lease 4th Amendment rev1.docx

Fourth Amendment to Reflections of Hidden Lake Community Services Department Lease Page 5 of 5 EXHIBIT D



THIRD AMENDMENT TO REFLECTIONS OF HIDDEN LAKE COMMUNITY SERVICES DEPARTMENT LEASE

THIS THIRD AMENDMENT is to that certain Lease made and entered into on the 23rd day of July, 2019, between A & Z VENTURES, LLC, a Florida limited liability company, whose address is 137 South International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Third Amendment referred to as "LANDLORD," 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 Third Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on July 23, 2019, for the lease of certain property; and

WHEREAS, as a result of the COVID-19 pandemic and pursuant to the First Amendment to this Lease, TENANT leased an additional 3,000 square feet space in the same facility as the Leased Premises, as described in the Lease, such additional space being located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773 and more specifically described in Exhibit C to the Lease (in these recitals, the "Additional Leased Premises"), to process applications for Federal Emergency Rental Assistance program from Seminole County citizens; and

WHEREAS, the lease of the Additional Leased Premises commenced on February 1, 2021, and is currently scheduled under the Lease to end on January 31, 2022; and

WHEREAS, the parties now intend for the lease of the Additional Leased Premises to continue through September 30, 2024, under the same terms and conditions as provided in the current Lease, as amended, after which the provisions for the Additional Lease Premises under the Lease will automatically terminate.

 Third Amendment to

 Reflections of Hidden Lake Community Services Department Lease

 Page 1 of 4

 Certified Copy - Grant Maloy

 Clerk of the Circuit Court and Comptroller

 Seminole County, Florida

 Seminole County, Florida

 Seminole County, Florida

 Certified Id: AEB2-E7AD-1BB1

Page 1 of 5

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Third Amendment to Reflections of Hidden Lake Community Services Department Lease ("Third Amendment"), the parties agree to amend the Lease as follows:

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

2. Section 26 of the Lease is deleted and replaced with the following:

Section 26. Additional Leased Premises.

(a) Effective February 1, 2021, LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 3,000 square feet on the first floor of the building located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773 and more specifically described in Exhibit "Antached to this Lease (the "Additional Leased Premises").

(b) The lease of the Additional Leased Premises commences on February 1, 2021 and ends on September 30, 2024.

(c) The agreed rent for the Additional Leased Premises is \$14.50 per square foot, which results in an annual rent of \$43,500.00 and a monthly rent of \$3,625.00 for the period commencing February 1, 2021 and ending September 30, 2024. The rent specified in this Section 26(c) will be paid and accounted for separately from the rent described in Section 3 of this Lease, but the rent specified in this Section 26(c) is subject to annual adjustment as provided in Section 3(c) of this Lease.

(d) Commencing February 1, 2021, and ending September 30, 2024, TENANT shall pay the monthly sum of \$3,625.00 as rent to LANDLORD for the Additional Leased Premises described in Section 26(a) above, on or before the first (1st) day of each calendar month for that

> Third Amendment to Reflections of Hidden Lake Community Services Department Lease Page 2 of 4



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 01/27/2022 13:02:03 -05:00 eCertified Id: AEB2-E7AD-1BB1 Page 2 of 5 respective calendar month with a ten (10) day grace period.

(e) The processing of applications for Federal Emergency Rental Assistance program from Seminole County citizens and related work is a permitted use of the Additional Leased Premises and complies with Section 7 of the Lease.

(f) Except for Sections 1, 2, and 3 of this Lease and except as provided otherwise in this Section 26, all terms and conditions of this Lease apply to the Additional Leased Premises and all references to "Leased Premises" in the Lease include the Additional Leased Premises.

(g) This Section 26 will automatically terminate on September 30, 2024, at which time TENANT shall return possession of the Additional Leased Space to LANDLORD as provided in Section 15 of this Lease.

3. Except as modified in this Third Amendment, all terms and conditions of the original Lease, as previously amended, remain in full force and effect for the term as originally set forth in this Lease.

4, The Effective Date of this Third Amendment will be the date when the last party has properly executed this Third Amendment as determined by the date set forth immediately below the respective signatures of the parties.

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Third Amendment to Reflections of Hidden Lake Community Services Department Lease Page 3 of 4



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 01/27/2022 13:02:03 -05:00 eCertified Id: AEB2-E7AD-1BB1 Page 3 of 5 IN WITNESS WHEREOF, the parties have executed this Third Amendment to Reflections

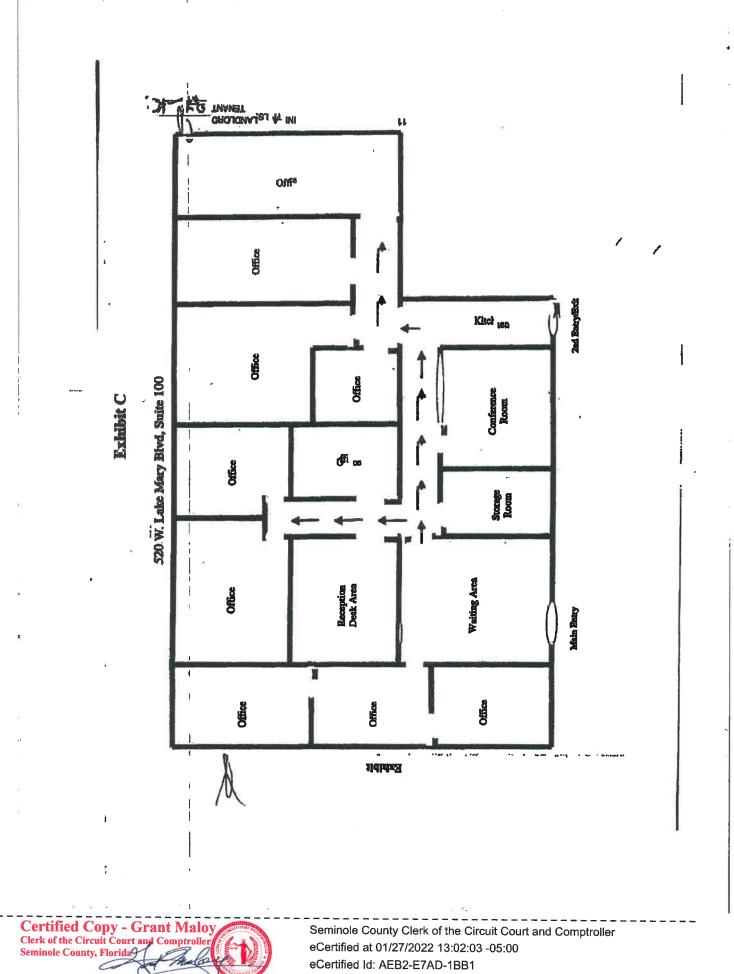
of Hidden Lake Community Services Department Lease for the purposes expressed above.

WITNESSES: A & Z VENTURES, a Florida limited liability company By: PRINT NAME rait TITLE: PRINT NAME rah Shaki Date: SIGNATURE SHAKEEL FARAH PRINT IAME BOARD OF COUNTY COMMISSIONERS SEMINOLE FLORIDA By M 1 BOB DALL RI, Chairman Clerk to the Board of County Commissioners of cinfingle County, Florida. Date Sering For the use and reliance of As authorized for execution by the Board of Seminole County only. County Commissioners at its Jan 25 2022, regular meeting. Approved as to form and legal sufficiency. 1. Shill **County Attorney** DGS/ 12/15/2021 T:\Users\Legal Secretary CSB\Public Works\Leases\2022\Reflections Community Services Lease 3d Amendment.dooxs Third Amendment to Reflections of Hidden Lake Community Services Department Lease Page 4 of 4

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Seminole County Clerk of the Circuit Court and Comptroller eCertified at 01/27/2022 13:02:03 -05:00 eCertified Id: AEB2-E7AD-1BB1 Page 4 of 5



Page 5 of 5

SECOND AMENDMENT TO REFLECTIONS OF HIDDEN LAKE COMMUNITY SERVICES DEPARTMENT LEASE

THIS SECOND AMENDMENT is to that certain Lease made and entered into on the 23rd day of July, 2019 between A & Z VENTURES, LLC, a Florida limited liability company, whose address is 105 Bella Vista Court, Murrysville, Pennsylvania 15668, in this Lease referred to as "LANDLORD," 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 Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on July 23, 2019, for the lease of certain property; and

WHEREAS, LANDLORD and TENANT entered into the First Amendment to the above referenced Lease on February 1, 2021, to add the Additional Leased Premises to the Lease for one year; and

WHEREAS, TENANT has decided to relocate its space within LANDLORD's facility known as Reflections at Hidden Lake from the area described in Exhibit A-1 to this Second Amendment (in these recitals, the "Exhibit A-1 Leased Premises") and to lease and to relocate to 15,230 square feet of space in the Reflections at Hidden Lake facility, such new space being located at 520 West Lake Mary Boulevard, Suite 300 A, Sanford, Florida 32773 and more specifically described in Exhibit A-2 to this Second Amendment (in these recitals, the "Exhibit A-2 Leased Premises"); and

> Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 1 of 6



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 11/15/2021 14:32:29 -05:00 eCertified Id: 84A7-B2KE-A64O Page 1 of 9 WHEREAS, the lease of the Exhibit A-2 Leased Premises as provided by this Second Amendment will commence on the date of full execution of this Second Amendment and end on September 30, 2024; and

WHEREAS, the parties have negotiated a specific rental rate for the Exhibit A-2 Leased Premises of \$14.56 per square foot, \$221,748.84 per year and \$18,479.07 per month,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment to Reflections of Hidden Lake Community Services Department Lease ("Second Amendment"), the parties agree to amend the Lease as follows:

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

2. Section 1 of the Lease is deleted and replaced with the following:

Section 1. Leased Premises.

(a) Effective October 1, 2019 and ending December 31, 2021, LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 11,449 square feet on the first floor of the building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773, as depicted on Exhibit A-1 to this Lease (the "Exhibit A-1 Leased Premises"). From October 1, 2019 until the date of full execution of this Second Amendment by both parties, the Leased Premises consist of the Exhibit A-1 Leased Premises. The parties acknowledge and agree that the square footage and the specifications as depicted on Exhibit A-1 to this Lease are approximate, with 11,449 square feet to be used as office space for the Community Services Department staff.

(b) Effective upon the date of full execution of this Second Amendment by both parties, LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the



Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 2 of 6

exclusive use and occupancy of 15,230 square feet located at 520 West Lake Mary Boulevard, Suite 300 A, Sanford, Florida 32773, as depicted on Exhibit A-2 to this Lease (the "Exhibit A-2 Leased Premises"). From January 1, 2022, through September 30, 2024, the Leased Premises consist of the Exhibit A-2 Leased Premises. The parties acknowledge and agree that the square footage and the specifications as depicted on Exhibit A-2 to this Lease are approximate, with 15,230 square feet to be used as office space for the Community Services Department staff.

(c) From the date of full execution of this Second Amendment by both parties through December 31, 2021, the Leased Premises consist of both the Exhibit A-1 Leased Premises and the Exhibit A-2 Leased Premises.

3. Section 3 of the Lease is deleted and replaced with the following:

Section 3. Rental.

(a) Commencing October 1, 2019 and ending December 1, 2021, TENANT agreed to pay rent to LANDLORD for the Exhibit A-1 Leased Premises at an initial annual rate of FOURTEEN AND 15/100 DOLLARS (\$14.15) per square foot for the 11,449 square feet of office space, which rate was subsequently modified as provided in the Lease, resulting in a rate of FOURTEEN AND 56/100 DOLLARS (\$14.56) per square foot for November 1, 2021 and December 1, 2021. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period. LANDLORD acknowledges that TENANT has properly paid all rental payments under this Lease timely when due through October 1, 2021.

(b) Commencing January 1, 2022 and ending September 30, 2024, TENANT shall pay rent to LANDLORD for the Exhibit A-2 Leased Premises at an initial annual rate of FOURTEEN AND 56/100 DOLLARS (\$14.56) per square foot for the 15,230 square feet of office space. This

> Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 3 of 6



annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period.

(c) Commencing on January 1, 2023 and continuing on each subsequent January 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more that hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(d) TENANT shall make Lease payments to A & Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

4. Section 5 of the Lease is amended by adding the following Section 5(d):

(d) Notwithstanding the other provisions of this Section 5, LANDLORD has the following obligations concerning the renovations to the Exhibit A-2 Leased Premises. LANDLORD shall notify TENANT when LANDLORD has completed the renovations to the Exhibit A-2 Leased Premises. Within 10 days after this notice, TENANT has the right to inspect the Exhibit A-2 Leased Premises and to report any deficiencies with the renovations to LANDLORD. LANDLORD shall correct all such deficiencies in the Exhibit A-2 Leased



Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 4 of 6

Premises within 30 days after TENANT reports the deficiencies to LANDLORD. By January 1, 2022 or the date of completion of these renovations including the correction of all deficiencies, whichever is later, TENANT shall pay \$25,000.00 to LANDLORD for LANDORD's cost of renovations to the Exhibit A-2 Leased Premises for TENANT's benefit.

5. Exhibits A and B to the Lease are deleted and replaced with Exhibits A-1, A-2, and B to this Second Amendment, which become Exhibits A-1, A-2, and B to the Lease.

6. Except as modified in this Second Amendment, all terms and conditions of the original Lease, as previously amended, remain in full force and effect for the term of this Lease.

7. The Effective Date of this Second Amendment will be the date when the last party has property executed this Second Amendment as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated

WITNESSES:
) Ju Khem
Signature
Sherroza Khan
Print Name
Aceido
Signature
Susin Acerdo
Print Name

	A & Z VENTURES, a Florida limited liability
	company
By	
-	Print Name: Corris Frantz Joaching
	Title: Manager
Date	10/26/2021

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Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 5 of 6



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Clerk to the Board of	
County Commissione	
Seminole County, Flo	
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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

LEE CONSTANTINE, Chairman

Date:

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its <u>November</u> 9, 20,21 regular meeting.

Approved as to form and legal sufficiency.

County Attorney

DGS/iv 10/25/21 Attachment:

Exhibit A-1 – Depiction of Leased Premises (original location)

Exhibit A-2 - Depiction of Leased Premises (location beginning November 2021)

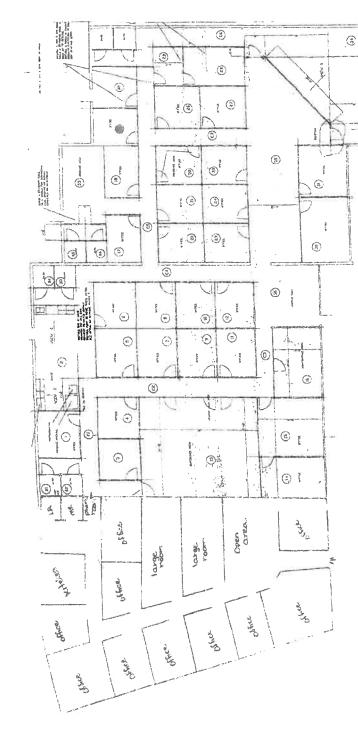
Exhibit B - Janitorial Scope of Services

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Second Amendment to Reflections at Hidden Lake Community Services Department Lease Page 6 of 6



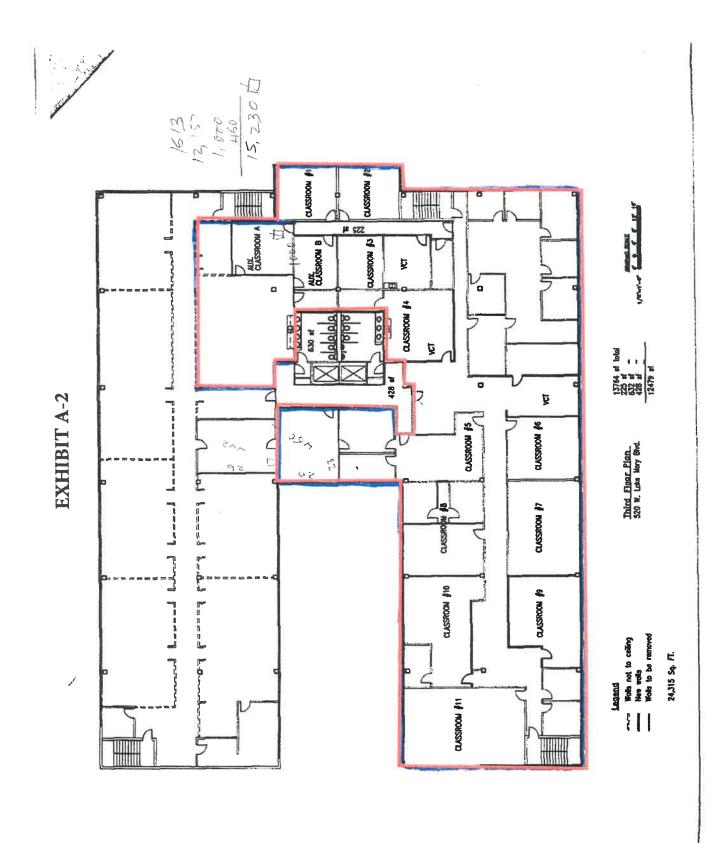
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Exhibit A-1





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Exhibit "B" Janitorial Expectations: Reflections Community Services

•	HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS
٨.	DAILY SERVICES
	Sweep and mop floors (non-carpet)
	Dust horizontal surfaces (top and underneath)
	Empty wastebaskets, replace liners as needed
	Spot clean wall switches, fire doors, countertops, tables, and partitions
	Clean and polish drinking fountains
	Clean entrance mats
	Clean outside entrances and steps
	Damp wipe interior elevator walls and handrails
	Clean metal doors
3.	WEEKLY SERVICES
	Dust wall ornaments
2	Clean window ledges
3	Detail sweep/wet mop: behind/under furniture, in corners, along baseboards
ł	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
5.	MONTHLY SERVICES
* •	Polish wood meeting, desk, table and conference table tops
18. miles and 1. annual - 1. 1997 - 19	Clean all wood and metal door frames and ledges
2	
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
D	
D.	QUARTERLY SERVICES
1	Clean horizontal and vertical blinds
Ε.	ANNUAL SERVICES
1	Clean exterior windows
II.	RESTROOMS
A.	DAILY SERVICES
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
<u> </u>	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
В.	WEEKLY SERVICES
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
С.	MONTHLY SERVICES
1	Scrub restroom floors to remove dirt from grout
2	Clean floor drains

10/26/2021

Janitorial Expectations 10-21.xlsx



Seminole County Clerk of the Circuit Court and Comptroller eCertified at 11/15/2021 14:32:29 -05:00 eCertified Id: 84A7-B2KE-A64O Page 9 of 9

FIRST AMENDMENT TO REFLECTIONS OF HIDDEN LAKE COMMUNITY SERVICES DEPARTMENT LEASE

THIS FIRST AMENDMENT is to that certain Lease made and entered into on the 23rd day of July, 2019, between A & Z VENTURES, LLC, a Florida Limited liability company, whose address is 105 Bella Vista Court, Murrysville, Pennsylvania, 15668, in this First Amendment referred to as "LANDLORD," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on July 23, 2019, for the lease of certain property; and

WHEREAS, as a result of the COVID-19 pandemic, TENANT needs to lease an additional 3,000 square feet space in the same facility as the Leased Premises, such additional space being located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773 and more specifically described in Exhibit C to this First Amendment (in these recitals, the "Additional Leased Premises"), to process applications for Federal Emergency Rental Assistance program from Seminole County citizens; and

WHEREAS, the lease of the Additional Leased Premises will commence on February 1, 2021 and end on January 31, 2022; and

WHEREAS, the parties intend that after January 31, 2022, the provisions for the Additional Lease Premises added by this First Amendment will automatically terminate; and

WHEREAS, the parties have negotiated a specific rental rate for the Additional Leased Premises of \$14.50 per square foot, \$43,500.00 per year, and \$3,625.00 per month,

> First Amendment to Reflections of Hidden Lake Community Services Department Lease Page 1 of 4

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment to Reflections of Hidden Lake Community Services Department Lease ("First Amendment"), the parties agree to amend the Lease as follows:

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

2. The following new Section 26 is added to the Lease:

Section 26. Additional Leased Premises.

(a) Effective February 1, 2021, LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 3,000 square feet on the first floor of the building located at 520 West Lake Mary Boulevard, Suite 100, Sanford, Florida 32773 and more specifically described in Exhibit "C" attached to this Lease (the "Additional Leased Premises").

(b) The lease of the Additional Leased Premises commences on February 1, 2021 and ends on January 31, 2022.

(c) The agreed rent for the Additional Leased Premises is \$14.50 per square foot, which results in an annual rent of \$43,500.00 and a monthly rent of \$3,625.00 for the period commencing February 1, 2021 and ending January 31, 2022.

(d) Commencing February 1, 2021 and ending January 31, 2022, TENANT shall pay rent to LANDLORD for the Additional Leased Premises described in Section 26(a) above on or before the first (1st) day of each calendar month for that respective calendar month the sum of \$3,625.00. The rent specified in this Section 26(c) will be paid and accounted for separately from the rent described in Section 3 of this Lease.

> First Amendment to Reflections of Hidden Lake Community Services Department Lease Page 2 of 4

(e) The processing of applications for Federal Emergency Rental Assistance program from Seminole County citizens and related work is a permitted use of the Additional Leased Premises and complies with Section 7 of the Lease.

(f) Except for Sections 1, 2, and 3 of this Lease and except as provided otherwise in this Section 26, all terms and conditions of this Lease apply to the Additional Leased Premises and all references to "Leased Premises" in the Lease include the Additional Leased Premises.

(g) This Section 26 will automatically terminate on January 31, 2022, at which time TENANT shall return possession of the Additional Leased Space to LANDLORD as provided in Section 15 of this Lease.

3. Exhibit C to this First Amendment is added as Exhibit C to the Lease.

4. Except as modified in this First Amendment, all terms and conditions of the original Lease remain in full force and effect for the term as originally set forth in this Lease.

5, The Effective Date of this First Amendment will be the date when the last party has properly executed this First Amendment as determined by the date set forth immediately below the respective signatures of the parties.

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First Amendment to Reflections of Hidden Lake Community Services Department Lease Page 3 of 4 IN WITNESS WHEREOF, the parties have executed this First Amendment to Reflections

of Hidden Lake Community Services Department Lease for the purposes expressed above.

WITNESSES:

PRINT

2 PRINT NAME

A & Z VENTURES, a Florida limited liability company By:_ Dover International Company, Inc. as PRINT NAME

TITLE AGENT for er /Landlord Date: O

SEMINOLE COUNTY, FLORIDA

ALAN HARKIS, CHIEF ADMINISTRATOR OF EMERGENCY MANAGEMENT

Date: 2-1-21

As authorized for execution by the Chief Administrator of Seminole County's Emergency Management pursuant to Executive Order No. 2020-001, Declaration of a Local State of Emergency

DGS/ 01/29/21 Attachments: Exhibit C – Floor Plan

> First Amendment to Reflections of Hidden Lake Community Services Department Lease Page 4 of 4

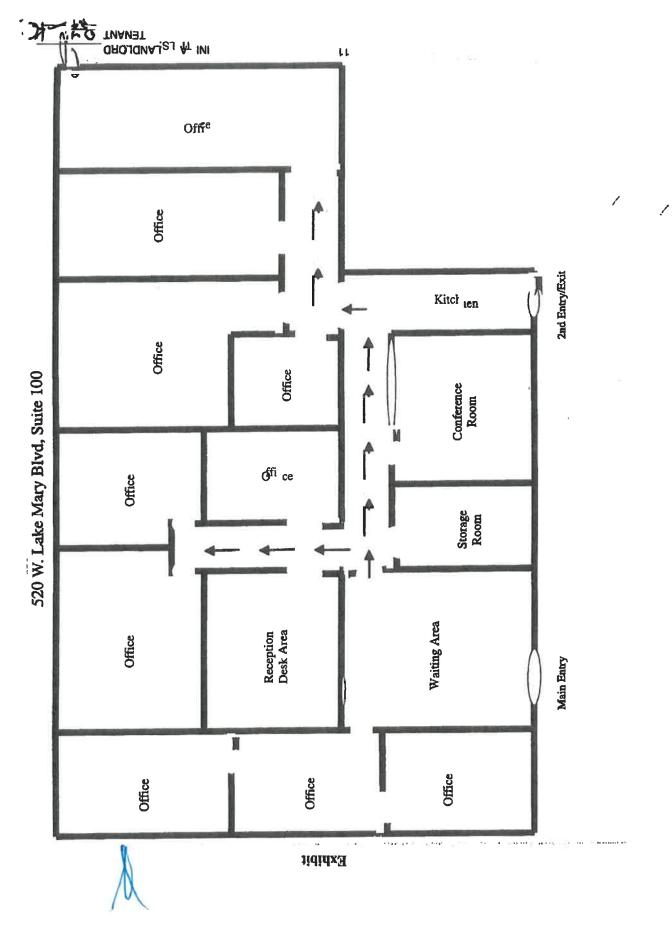


Exhibit C

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REFLECTIONS OF HIDDEN LAKE COMMUNITY SERVICES DEPARTMENT LEASE

THIS LEASE is made and entered into by and between A & Z VENTURES, LLC, a Florida limited liability company, whose address is 105 Bella Vista Court, Murrysville, Pennsylvania 15668, in this Lease referred to as "LANDLORD," 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 Lease referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD is the owner of a certain building known as Reflections of Hidden Lake, located at 534 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, TENANT desires to lease space at 534 West Lake Mary Boulevard for use as offices for the Seminole County Community Services Department,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Lease, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD the exclusive use and occupancy of 11,449 square feet on the first floor of the building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773. The Leased Premises consist of that space more particularly described on the first page of Exhibit "A" attached to this Lease. The parties acknowledge and agree that the square footage and the specifications as contained on the first page of Exhibit "A" are approximate, with 11,449 square feet to be used as office space for the Community Services Department staff.

Section 2. Term. The term of this Lease commences on October 1, 2019, and continues for a term of five (5) years, unless terminated sooner as provided in this Lease.

ORIDA

Section 3. Rental.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of FOURTEEN AND 15/100 DOLLARS (\$14.15) per square foot for the 11,449 square feet of office space for the term of this Lease. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period.

(b) Commencing on October 1, 2020 and continuing on each subsequent October 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more that hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A & Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

Section 4. Utilities, Janitorial Service, Repair, and Maintenance.

(a) During the term of this Lease, LANDLORD shall provide TENANT at the Leased
 Premises the following items at LANDLORD's expense:

(1) Repairs and maintenance to the exterior of the building, including outside walls, roof, windows, and foundations, and the maintenance and repair of the interior, including lights, plumbing, HVAC maintenance, electrical wiring, outlets, wall and floor surface (excluding paint), windows, roofs, and doors (original buildout only, not including TENANT's improvements), unless such repair can be demonstrated as being necessary due to TENANT's negligence. LANDLORD shall acknowledge TENANT's repair and maintenance requests in writing to TENANT within two (2) hours of LANDLORD's receipt of the request.

- (2) Pest control.
- (3) Trash removal.

(b) LANDLORD is solely responsible for the costs of all janitorial services, utilities, including electric, water, and sewer. Janitorial services must be provided Monday through Friday and must comply with the Scope of Services attached to this Lease as Exhibit "B."

Section 5. Possession.

(a) Delivery of possession within the meaning of this Lease will be accomplished by LANDLORD's delivery to TENANT of the keys to the Leased Premises. The Leased Premises will be delivered to TENANT in a condition that is in good order and repair, safe, clean, and tenantable immediately upon TENANT taking possession of the Leased Premises. Otherwise, TENANT will take possession of the Leased Premises AS IS.

(b) LANDLORD warrants that, upon the date of delivery of possession to TENANT, the Leased Premises will be free of all violations, orders, or notices of violations issued by any public authority and of all liens and encumbrances, whether imposed by a public or private entity, which would prohibit TENANT from conducting its business.

(c) By virtue of occupying the Leased premises as a tenant, TENANT will conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in LANDLORD's construction.

Section 6. Remodeling Privileges. After occupancy of the Leased Premises by TENANT, LANDLORD grants TENANT the right to make partition changes, alterations, and decorations as TENANT desires at its own expense in the Leased Premises, except that TENANT shall make no structural change that would impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD. Prior to commencement of any remodeling, TENANT shall submit drawings of all modifications to LANDLORD for review and approval. LANDLORD shall not unreasonably withhold approval of any such modifications.

Section 7. Use of Leased Premises. During the term of this Lease, TENANT has the exclusive use of the Leased Premises for office space for the Community Services Department. TENANT covenants that it shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America or the State of Florida. TENANT shall not use or keep any substance or material in or about the Leased Premises that may vitiate or jeopardize the validity of the insurance of the Leased Premises or increase the hazard of risk. TENANT shall not permit any nuisance of the Leased Premises.

Section 8. Quiet Possession. LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

Section 9. Assignment and Subletting; Successors and Assigns.

(a) TENANT shall not assign or sublet the Leased Premises, or any part of the Leased Premises, without first obtaining the written consent of LANDLORD.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees, and permitted assignees of the parties.

Section 10. Installation and Removal of Equipment, and Fixtures. TENANT has the right to move and install equipment, fixtures, and other items on the Leased Premises that are necessary for TENANT's use of the Leased Premises. All fixtures on the Leased Premises that are furnished by LANDLORD will remain the property of LANDLORD and must not be removed by TENANT. All equipment and property placed by TENANT at TENANT's own expense in, on, or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, will remain the property of TENANT. TENANT will have the right, at any time during the term of this Lease or at the end of the Lease, to remove all such equipment, property, and fixtures place by TENANT.

Section 11. Fire Clause.

(a) During the term of this Lease, LANDLORD covenants and agrees that LANDLORD shall carry fire and extended coverage insurance. The insurance must contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion of the Leased Premises is damaged or destroyed by casualty, fire, or otherwise, to an extent that renders the Leased Premises untenantable, as TENANT may determine, LANDLORD may rebuild or repair such damaged or destroyed portions of the Leased Premises. The obligation of TENANT to pay rent under this Lease will abate as to the damaged or destroyed portions during the time the Leased Premises are untenantable. In the event LANDLORD elects not to rebuild or repair the Leased Premises or fails to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party, at its option, may cancel and terminate this Lease.

(b) LANDLORD will not be liable to TENANT for any damage by fire or other peril to the Leased Premises, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached and whether or not such coverage is in effect, no matter how caused. TENANT shall look solely to its insurer for reimbursement for such damage.

(c) LANDLORD shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. LANDLORD shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. LANDLORD shall make the Leased Premises available for inspection by the State Fire Marshall at any reasonable time.

Section 12. Liability Insurance. TENANT shall maintain its own protection against claims of third persons and their property arising through or out of TENANT's use and occupancy of the Leased Premises, excepting adjacent sidewalks and alleys, and LANDLORD will not be liable for any such claims. LANDLORD may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

Section 13. Hold Harmless. Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents, or employees. However, nothing contained in this Lease may be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of TENANT beyond the waiver provided for in Section 768.28, Florida Statutes (2018), as this statute may be amended from time to time.

Section 14. Termination. TENANT may terminate this Lease at any time, upon ninety (90) days' notice to LANDLORD.

Section 15. Surrender of Possession. TENANT shall deliver up and surrender possession of the Leased Premises to LANDLORD at the expiration or termination of this Lease in as good condition as when TENANT took possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

Section 16. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDLORD or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease.

Section 17. Amendment or Modification. Both parties to this Lease acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Lease. No amendment or modification of this Lease will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

Section 18. Holding Over After Termination. If, after the expiration of this Lease, TENANT holds over and remains in possession of the Leased Premises, then such holding over will be deemed to be a periodic tenancy from month to month on the same terms and conditions contained in this Lease.

Section 19. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Lease, the parties shall exhaust TENANT's administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. TENANT's administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Lease, LANDLORD hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in TENANT's administrative dispute resolution procedures set forth in subsection (a) above of which LANDLORD had knowledge and failed to present during TENANT's administrative dispute resolution procedures.

(c) In the event that TENANT's 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.

(d) In the event of litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs from the other party.

Section 20. Conflict of Interest.

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of LANDLORD's obligations pursuant to this Lease with the TENANT or that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2019), as this statute may be amended from time to time, relating to ethics in government.

(b) LANDLORD hereby certifies that no officer, agent or employee of TENANT has any material interest (as defined in Section 112.312(15), Florida Statutes (2019), as this statute may be amended from time to time, as over five percent (5%)) either directly or indirectly, in the business of LANDLORD to be conducted here, and that no such person will have any such interest at any time during the term of this Lease.

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

Section 21. Notice. Any notice delivered with respect to this Lease must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

For LANDLORD:

A & Z Ventures, LLC c/o Dover International Company, Inc. Registered Agent 1307 South International Parkway, Suite 1091 Lake Mary, FL 32746 Tel: 407-333-0711

For TENANT:

Contract and Leasing Coordinator Facilities Maintenance Division Public Works Department 205 West County Home Road Sanford, Florida 32773 Tel: 407-665-5280

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

Section 23. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2019), as this statute may be amended from time to time, the following notice is hereby given to the undersigned TENANT.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease.

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

Section 25. Effective Date. The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated

above.

WITNESSES:	A & Z VENTURES, a Florida limited liability
Munit taule Signature	By: Print Name: formis Front 2 Joach IM
Melony Harder Print Name	Title: <u>PRESIDENT</u> Date: <u>June 27, 2019</u>
Signature	
Susan Aceurdo Print Name	

Reflections at Hidden Lake Community Services Department Lease Page 10 of 11 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.

illa County Attorney

DGS/dre 06/14/19 Attachment: Exhibit A – Depiction of Leased Premises Exhibit B – Janitorial Scope of Services T:\Users\dedge\My Documents\Leases\2019\Reflections Community Services Lease.docx

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: BRENDA CAREY, Chairman -201 12 Date:

As authorized for execution by the Board of County Commissioners at its <u>July 23</u>, 2019, regular meeting.

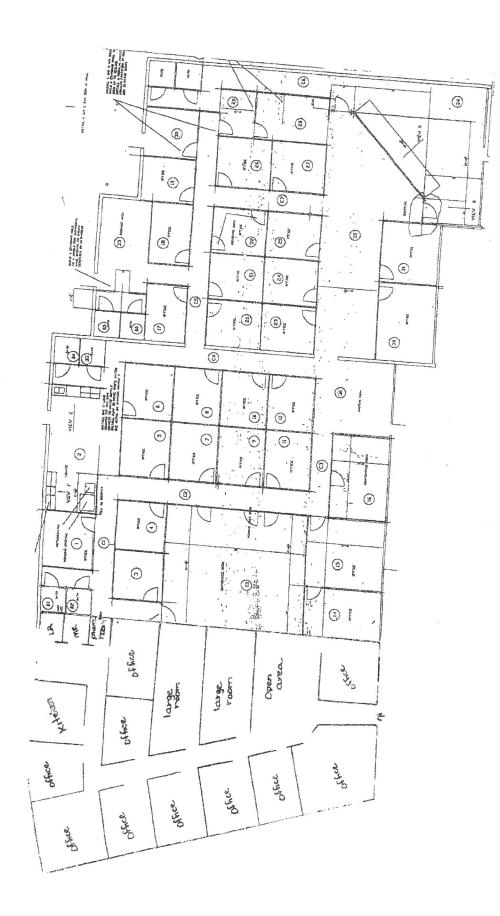


EXHIBIT "A"

Exhibit "B"

Janitorial Expectations: Reflections Community Services

Ι.	HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS	
Α.	DAILY SERVICES	
1	Sweep and mop floors (non-carpet)	
2	Vacuum floors: traffic areas	
3	Dust horizontal surfaces (top and underneath)	
4	Empty ashtrays and sand urns	
5	Empty wastebaskets, replace liners as needed	
6	Spot clean wall switches, fire doors, countertops, tables, and partitions	
7	Clean and polish drinking fountains	
8	Clean entrance mats	
9	Clean outside entrances and steps	
9 10	Damp wipe interior elevator walls and handrails	
11	Clean metal doors	
В.	WEEKLY SERVICES	
1	Dust wall ornaments	
2	Clean window ledges	
3	Detail vacuum: behind/under furniture, in corners, along baseboards	
4	Polish bright metal surfaces, chairs and table legs	
5	Damp wipe tops and other surfaces	
6	Wipe plastic and leather furniture	
7	Clean door frames and elevator thresholds	
C.	MONTHLY SERVICES	
0. 1	Polish wood meeting, desk, table and conference table tops	
2	Clean all wood and metal door frames and ledges	
3	Vacuum all upholstered furniture	
4	Vacuum or brush all HVAC vents	
4 5	Clean window ledges	
	Dust all vertical furniture surfaces	
6		
D.	QUARTERLY SERVICES	
1	Clean horizontal and vertical blinds	
E.	SEMI-ANNUAL SERVICES	
1	Clean exterior windows	
F.	ANNUAL SERVICES	
1	Shampoo carpets	
2	Strip and wax linoleum floors	
II.	RESTROOMS	
Α.	DAILY SERVICES	
1	Replace wastebaskets, wipe stains/spills, replace liners as needed	
2	Spot clean wall surfaces, stall partitions, and doors	
3	Clean mirrors	
4	Clean and sanitize urinals and toilets	
+5	Clean and sanitize basins, faucets, handles and countertops	
5 3	Clean, sanitize, restock all dispensers	
7	Sweep and wet mop floors	
В.	WEEKLY SERVICES	
1	Wash and disinfect interior walls	
2	Wipe clean window ledges	
3	De-scale toilets, urinals, and faucets, if necessary	
4	Clean and polish hardware and pipes	
5	Clean exhaust fans and air returns	
С.	MONTHLY SERVICES	
1	Pressure wash shower walls	
2	Scrub restroom floors to remove dirt from grout	
	Clean floor drains	
3		

5

Janitorial Expectations 6-19.xlsx

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-525

Title:

Request Board approval to submit a grant application to the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant requesting up to \$800,000 of Federal funding with 20% local matching funds to add EV Charging Stations located in publicly accessible locations in Seminole County. Countywide **(Timothy Jecks, Budget Director)**

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. Department of Transportation has released a Notice of Funding Opportunity (NOFO) for Charging and Fueling Infrastructure Grant Opportunity to strategically deploy publicly accessible EV charging infrastructure stations. The County will request up to \$800,000 of Federal funding to study and add EV charging stations throughout Seminole County. If awarded the County will endeavor to research and install 16 dual charging stations (32 total) on Seminole County public facilities. The USDOT will release annual grant opportunities for EV Charging Stations every year through 2026 to increase the number of EV stations across the Country.

The grant funds 80% of the total project cost. Matching funds will be appropriated upon award. County staff will coordinate with the East Central Florida Regional Planning Council in the Climate Pollution Reduction Formula Planning Grant.

Staff Recommendation:

Staff recommends Board approval to submit a grant application to the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant requesting up to \$800,000 of Federal funding with 20% local matching funds to

add EV Charging Stations located in publicly accessible locations in Seminole County.

Funding Opportunity Summary:	 Up to \$700 million in Federal funding to provide grants to eligible entities to strategically deploy publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure in certain locations or along designated AFCs that will be accessible to all drivers of EVs, hydrogen vehicles, propane vehicles, and natural gas vehicles. Up to \$350 million is available for Community Program projects. Up to \$350 million is available for Corridor Program projects.
Federal Agency Name:	U.S. Department of Transportation FHWA, Office of Planning, Environment and Realty (HEP) 1200 New Jersey Avenue, SE Washington, DC 20590
Funding Opportunity Title:	Charging and Fueling Infrastructure Grant Opportunity
Announcement Type:	 This is the initial announcement of this funding opportunity. Section 11401of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Charging and Fueling Infrastructure Discretionary Grant Program which is codified at 23 U.S.C. § 151(f)(2). There are two funding categories under the Charging and Fueling Infrastructure Discretionary Grant Program: (1) Community Charging and Fueling Program Grants and (2) Alternative Fuel Corridor Grants.

Community Grants:	 Located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity. Must be publicly accessible. May use funds to contract with a private entity. Minimum award amount of \$500,000¹³, maximum award amount of \$15 million. Must address environmental justice. Expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible infrastructure. Must be accessible to and usable by individuals with disabilities. Located along a designated AFC; EV charging within 1 mile and other alternative fuels within 5 miles of the AFC.
	 Must be publicly accessible. Minimum award amount of \$1 million¹⁴, no maximum award amount. Must use funds to contract with a private entity. Must address environmental justice. Must be accessible to and usable by individuals with disabilities.
Funding Opportunity Number:	693JJ323NF00004
Type of Award:	Cost Reimbursement Grant
Funding Categories:	The FHWA Administrator may advise the Secretary of Transportation (Secretary) on options for reduced awards and may award eligible applications under either the Community or the Corridor Program. To the extent possible, all applications will be considered for both the Community and the Corridor Program regardless of which grant is applied for.

¹³ The DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.

¹⁴ The DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.

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Assistance Listing Number (formerly Catalog of Federal Domestic Assistance (CFDA)): Application Due Date:	20.205 – Highway Planning and Construction Submission Deadline: Applications are due not later than 11:59 PM EST on MAY 30, 2023, through Grants.gov. Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.
Submit Applications To:	The FHWA uses Grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. <u>Approval</u> of new user registrations for Grants.gov may take <u>multiple weeks</u> . Applicants are encouraged to register in advance of the submission deadline, and to subscribe under this NOFO number to receive notifications of updates/amendments. <u>It is the Applicant's</u> <u>responsibility to monitor Grants.gov for any</u> <u>updates/amendments to this NOFO</u> . Complete instructions on how to register and apply can be found at Grants.gov. If interested parties experience difficulties at any point during registration or application process, please call the Grants.gov_Customer Support Hotline at 1-800-518-4726. U.S. DOT staff cannot assist with technical Grants.gov questions. Grants.gov technical support is available: Online: http://www.grants.gov/web/grants/support.html By phone (24 hours a day, 7 days a week): 1-800-518- 4726 By email: support@grants.gov
Questions:	Submit Questions to Email: CFIgrants@dot.gov Applications will not be reviewed in advance, but FHWA staff are available to answer questions regarding the program. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this funding opportunity number.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-519

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-047 in the Miscellaneous Grant Fund to appropriate \$3,000 from a grant from the Florida Bar for the County Attorney Office Summer Intern program. Countywide (**Timothy Jecks, Budget Director**) Requesting Division: County Attorney

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 City, County, and Local Government Law Section ("CCLGL") of The Florida Bar provides grants to local government attorney offices in the State of Florida to fund the pay for college or law student internships. The CCLGL awards grants to offices that best demonstrate students will be afforded an opportunity to gain insight into the practice of local government law.

An application was submitted by the Seminole County Attorney's Office and notice of award in the amount of \$3,000.00 was provided by the CCLGL on April 23, 2023. An email confirmation regarding the receipt of the award is attached. This grant will help the Seminole County Attorney's Office fund the pay for a law student intern for an anticipated ten weeks in the Summer of 2023.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-047 in the Miscellaneous Grant Fund to appropriate \$3,000 from a grant from the Florida Bar for the County Attorney office Summer Intern program.

2023-R-BUDGET AMENDMENT REQUESTBAR#23-047

TO:	Seminole County B	oard of County Commissioners		
			RM Recomm	endation
FROM:	Department of Reso	ource Management	G Woodring	5/3/2023
			Budget Analyst	Date
SUBJECT:	Budget Amendment	t Resolution		
			Budget Manager	Date
	Dept / Program:	County Attorney		
	Fund(s):	11932 Miscellaneous Grants	Director	Date

PURPOSE:

To appropriate budget for the CCLGL grant for the County Attorney Intern program for Summer 2023.

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.

		Business	Object	Sub-			Long Item	
Туре	Fund	Unit	Account	sidiary	Account Type	Subledger	No	Amount
Revenue	11932	02301048	366100		Contributions & Donations			3,000.00
Revenue								
Revenue								
Revenue								
							_	
						Tota	I Sources	3,000.00
Expenditure								
Expenditure	11932	02301048	530496		County Grant Labor		1049999904	3,000.00
Expenditure	11002	02001010	000100		County Clain Labor		1010000001	0,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Reserve Reserve								
						Re	eserve Sub-Total	-
						т	otal Uses	3,000.00
			B		MENDMENT RESOLUT	ION		
			approving	the above	requested budget amendm nty, Florida	nent, was adopt		
Attest:				ł	Зу:			
Grant Malo	oy, Clerk	to the Boar	d of County		Amy Lockhart, Chairman			
Commissio	•							
Date:			_	C	Date:			
Entered by th	e Office c	of Management	and Budget	_			Date:	

Date:

From:	Libbert, Ricky
To:	Patel, Brijesh
Subject:	City, County and Local Government Law Section - Grant Program
Date:	Sunday, April 23, 2023 3:14:45 PM

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

Brijesh,

We are pleased to inform you that Seminole County Attorney's Office has been granted \$3,000 from the City, County and Local Government Law Section, Grant Committee. As you know we have a limited amount of funds and receive many requests from many of our local government offices across the state, and we try to spread the funds as far as possible We are proud of this program, and hope that it advances the future of our local government.

This week I will be attending our Annual Conference, but upon my return I will start the process of dispersing the funds.

Warmly,

Ricky

Ricky Libbert

Program Administrator Professional Development The Florida Bar 651 East Jefferson Street Tallahassee, Florida 32399-2300

P 850-561-5631 F 850-561-9427 <u>rlibbert@flabar.org</u> <u>http://www.floridabar.org</u>



Please note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-553

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-050 in the General Fund to appropriate funding of \$75,007 for the replacement of the playground at Lake Mills Park that was destroyed by arson. District1 (**Timothy Jecks, Budget Director**) - Requesting Department: Leisure Services

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown - CFO/Resource Management Director

Contact/Phone Number:

Davison Heriot - Financial Manager 407-665-7177

Background:

On September 25, 2022, the playground at Lake Mills Park was destroyed by arson. Following a Sheriff's Office investigation two teenagers were arrested.

The estimated cost is \$75,007 including removal of the destroyed components, replacement of the rubberized surfacing, and installation of new playground components.

This BAR appropriates insurance proceeds that will fund the replacement and establish a project business unit for the new capital asset.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-050 in the General Fund to appropriate \$75,007 for the replacement of the playground at Lake Mills Park that was destroyed by arson.

2023-R-BUDGET AMENDMENT REQUESTBAR#23-050

TO:	Seminole County Bo	pard of County Commissioners						
			RM Recomm	nendation				
FROM:	Department of Reso	Department of Resource Management						
			Budget Analyst	Date				
SUBJECT:	Budget Amendment	t Resolution						
	C C		Budget Manager	Date				
	Dept / Program:	GREENWAYS AND NATURAL LANDS						
	Fund(s):	00100 - GENERAL FUNDS	Director	Date				

PURPOSE:

REPLACEMENT OF THE LAKE MILLS PLAYGROUND AFTER IT WAS DESTROYED BY ARSON

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.

-		Business	Object	Sub-			Long Item	
Туре	Fund	Unit	Account	sidiary	Account Type	Subledger	No	Amount
Revenue	00100	02304079	369310		INSURANCE PROCEEDS			75,007.00
Revenue								
Revenue								
Revenue								
						Tota	I Sources	75,007.00
Expenditure	00100	02304079	560630	00001	IMPROVEMENTS OTH THANN BLD		6309999901	75,007.00
Expenditure								-,
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								75,007.00
Reserve Reserve								
						R	eserve Sub-Total	-
						т	otal Uses	75,007.00
			В	UDGET /	AMENDMENT RESOLUTIO	NC		
				•	re requested budget amendm ounty, Florida	•	•	•
Attest:					By:			
Grant Malo Commissio	•	< to the Boar	d of County	;	Amy Lockhart, Chairman			
Date:			-		Date:	_		
Entered by th	ne Office o	of Management	and Budget				Date:	
Posted by the	e County	Comptroller's C	Office				Date:	

LAKE MILLS PLAYGROUND REPLACEMENT

QUOTE #	ITEM	AMOUNT
104386-01-02	PLAYGROUND EQUIPMENT,	70,206.47
	INSTALLATION, AND RUBBER	
	SURFACING	
104386-02-02	REMOVAL OF DAMAGED	4,800.00
	PLAYGROUND	
		75,006.47



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-536

Title:

Expenditure Approval Lists dated April 25 and May 2, 2023; and Payroll Approval List dated April 27, 2023. (Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, CGFO, and CFE, Director

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Staff Recommendation:

Approve Expenditure Approval Lists dated April 25 and May 2, 2023; and Payroll Approval List dated April 27, 2023.

CLERK AND COMPTROLLER'S REPORT and BRIEFING May 23, 2023

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS
 Approve Expenditure Approval Lists dated April 25 and May 2, 2023; and Payroll Approval List dated April 27, 2023.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

- ¹ Amdmt #1 to W.O. #2 to PS-4244-22/Southeastern Surveying & Mapping Corp.
- ² Amdmt #1 to W.O. #67 to PS-1832-18/England-Thims & Miller
- 3 Amdmt #2 to W.O. #3 to RFP-9948-14/Jacobs Engineering Group
- 4 Amdmt #2 to W.O. #4 to PS-2826-20/Pegasus Engineering
- 5 Amdmt #2 to W.O. #55 to PS-1832-18/CDM Smith
- ⁶ Bids (2) for RFP-604484a-23 from Modern Plumbing Industries and Climate Control Mechanical Services
- 7 Bids (2) for RFP-604517-23 from NEOGOV and Creatio
- 8 Bond Release/Performance Bond #285062678/\$218,748.51/RaceTrac #2549
- ⁹ Bond Release/Performance Bond #CIC1922712/\$53,900/Celery Point aka Estates at Rivercrest (Celery Pointe)
- 10 C.O. #6 to CC-3881-21/Accurate Power and Technology
- 11 Executive Order #2023-020 Extending a Local State of Emergency (Hurricane Ian and Hurricane Nicole)
- 12 First Amdmt to RFP-604267-21/Compass Group USA
- 13 FPSC Order #PSC-2023-0137-FOF-WS Issued 04/19/23
- 14 FPSC Order #PSC-2023-0142-PAA-EI Issued 04/24/23
- 15 M-5023-23/GPS Civil Construction
- 16 Parks Contract (Library Services)/Christopher William
- 17 Parks Contract (Natural Lands)/Kathryn Badolato (replacement contract)
- 18 Parks Contract (Natural Lands)/Lori Hartsock/Catherine Jolley
- ¹⁹ PS-4649-22 Architectural-Engineering Services for Supervisor of Elections Office/Song & Assoc. (As approved by the BCC 2/14/23)
- ²⁰ RFP-604514-23 Term Contract for Veterinary Services with Grant Veterinary Services
- 21 RFQ-603240-18 Mobile Concessions Services Agrmt/Simply Sweet Obsession
- ²² Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch for Rawlings Championships
- 23 Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch for Dudley Championship and Bownet Championship
- 24 W.O. #1 to RFP-4208-22/RAK General Contractors
- ²⁵ W.O. #19 to PS-4223-22/Schenkel & Shultz
- 26 W.O. #2 to RFP-4208-22/Pat Lynch Construction
- 27 W.O. #20 to PS-4223-22/KMA Design Group
- ²⁸ W.O. #38 to PS-2826-20/Moffat and Nichol

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List For Checks Dated From 4/19/23 Through 4/25/23

FUND	_FUND TITLE	AMOUNT
00100	GENERAL FUND	\$ 1,055,471.70
00103	NATURAL LAND ENDOWMENT FUND	287.50
00108	FACILITIES MAINTENANCE FUND	13,780.00
00111	TECHNOLOGY REPLACEMENT FUND	3,769.16
00112	MAJOR PROJECTS FUND	19,400.00
00127	COUNTY OF SEMINOLE SUPV ELECTN	22,386.02
10101	TRANSPORTATION TRUST FUND	59,406.03
10400	BUILDING PROGRAM	8,973.12
11001	TOURISM SPORTS 4 & 6 CENT FUND	100.00
11200	FIRE PROTECTION FUND	248,837.49
11400	COURT SUPP TECH FEE (ARTV)	998.23
11500	1991 INFRASTRUCTURE SALES TAX	17,977.54
11541	2001 INFRASTRUCTURE SALES TAX	11,106.49
11560	2014 INFRASTRUCTURE SALES TAX	431,560.57
11901	COMMUNITY DEVELOPMEN BLK GRANT	20,328.45
11902	HOME PROGRAM GRANT	26,677.33
11904	EMERGENCY SHELTER GRANTS	16,267.02
11905	COMMUNITY SVC BLOCK GRANT	500.00
11908	DISASTER PREPAREDNESS	8,419.20
11915	PUBLIC SAFETY GRANTS (FEDERAL)	30,430.61
11916	PUBLIC WORKS GRANTS	2,106.09
11919	COMMUNITY SVC GRANTS	1,147.83
11920	NEIGHBOR STABIL PROGRAM GRANT	453.33
11931	HOMELESSNESS GRANTS	119.00
11933	FEDERAL MITIGATION GRANTS	63,404.69
11936	FEDERAL EMER RENTAL ASSISTANCE	3,733.75
11937	AMERICAN RESCUE PLN-SLFRF ARPA	69,675.52
12022	SHIP AFFORDABLE HOUSING 21/22	47,518.50
12023	SHIP AFFORDABLE HOUSING 22/23	3,056.82
12102	LAW ENFORCEMENT TST-JUSTICE	2,500.00
12500	EMERGENCY 911 FUND	2,404.40
12604	EAST COLLECT IMPACT FEE (EXP)	30,144.50
12804	LIBRARY-IMPACT FEE	4,184.82
15000	MSBU STREET LIGHTING	17.70
16024	MSBU LAKE OF THE WOODS(LM/AWC)	765.00
16073	MSBU SYLVAN LAKE (AWC)	1,410.00
40100	WATER AND SEWER FUND	254,670.78
40108	WATER & SEWER CAPITAL IMPROVEM	66,450.51
40201	SOLID WASTE FUND	1,343.40
50100	PROPERTY/CASUALTY INSURANCE FU	62,168.52
60303	LIBRARIES-DESIGNATED	1,540.00
TOTAL REPORT		\$ 2,615,491.62

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List APRIL 25, 2023

CHECK SEQUENCE: CK #945883 - 945211

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 23rd DAY OF MAY 2023.

Chairman

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List For Checks Dated From 4/26/23 Through 5/2/23

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	\$ 14,221,852.85
00103	NATURAL LAND ENDOWMENT FUND	943.88
00127	COUNTY OF SEMINOLE SUPV ELECTN	7,253.63
10101	TRANSPORTATION TRUST FUND	29,201.25
10102	NINTH-CENT FUEL TAX FUND	885,433.00
10400	BUILDING PROGRAM	111.30
11000	TOURISM PARKS 1,2,3 CENT FUND	35,000.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	400.00
11200	FIRE PROTECTION FUND	3,338,316.89
11400	COURT SUPP TECH FEE (ARTV)	19,511.66
11560	2014 INFRASTRUCTURE SALES TAX	929,159.44
11901	COMMUNITY DEVELOPMEN BLK GRANT	5,678.00
11904	EMERGENCY SHELTER GRANTS	5,250.00
11909	MOSQUITO CONTROL GRANT	72.00
11916	PUBLIC WORKS GRANTS	360,775.38
11919	COMMUNITY SVC GRANTS	1,680.00
11930	RESOURCE MANAGEMENT GRANTS	16,550.00
11933	FEDERAL MITIGATION GRANTS	674,014.37
11937	AMERICAN RESCUE PLN-SLFRF ARPA	35,738.76
12022	SHIP AFFORDABLE HOUSING 21/22	18.50
12023	SHIP AFFORDABLE HOUSING 22/23	1,075.00
12101	LAW ENFORCEMENT TST-LOCAL	4,000.72
12500	EMERGENCY 911 FUND	500.00
13100	ECONOMIC DEVELOPMENT	216.00
15000	MSBU STREET LIGHTING	27,293.44
16000	MSBU PROGRAM	958.07
32300	FIVE POINTS DEVELOPMENT FUND	1,684,056.79
40100	WATER AND SEWER FUND	291,970.62
40103	CONNECTION FEES-SEWER	3,174.72
40108	WATER & SEWER CAPITAL IMPROVEM	31,477.51
40201	SOLID WASTE FUND	190,891.49
40301	WEKIVA GOLF COURSE FUND	4,516.00
50100	PROPERTY/CASUALTY INSURANCE FU	36,395.16
50300	HEALTH INSURANCE FUND	121,634.04
TOTAL REPORT		\$ 22,965,120.47

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List MAY 2, 2023

CHECK SEQUENCE: CK #946212 - 946463

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 23rd DAY OF MAY 2023.

Chairman

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 04/27/2023 Biweekly Payroll Ending: 04/22/2023

Check Numbers: **162137 - 162147** Voided Check Number: N/A

Net Expenditure Total: \$2,786,935.62

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 23rd day of May 2023.

Chairman



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-515

Title:

Request to have the Board approve Central Florida Crime Line Program, Inc. to act as Seminole County's agent for the purpose of applying, receiving and distributing Crime Stopper Trust Fund dollars and providing authorization for the Chairman to sign the Letter of Agreement to be sent to the Attorney General and signing any associated documents necessary thereto upon award.

Division:

Sheriff's Office

Authorized By:

Sheriff Dennis M. Lemma

Contact/Phone Number:

Mary Ann Klein - General Counsel 321-320-3694

Background:

The Crime Stoppers Program is eligible for funding from the Crime Stoppers Trust Fund created by Florida Statute 938.06 which can be used for Seminole County Crime Stopper initiates. Seminole County is part of the Central Florida Crime Line Program Inc. area. The funds are made available for the sole purpose of funding Crime Stoppers and their crime fighting programs pursuant to the requirements of Florida Statute 16.555.

Pursuant to subsection 16.555(5)(b) Florida Statute, the attached Letter of Agreement must be submitted to the Attorney General in order for the funds to be distributed to the Central Florida Crime Line Program which provides Crime Stopper services to Seminole County and others in the Central Florida area.

The Letter of Agreement allows the Central Florida Crime Line Program to act as agent for Seminole County and implement Crime Stopper programs supported by the Crime Stoppers Trust Fund. Acting as agent for Seminole County, the Central Florida Crime Line Program, Inc. will use the funds to provide uniform Crime Stopper services, such as, but not limited to, billboard, crime reenactments, newsletters, calling cards and rewards as authorized by Subsection 16.555(5). These services will be provided to Seminole County, in conjunction with other Central Florida counties who also provide Letters of Agreement.

Central Florida Crime Line, Inc. is a member in good standing with the Florida Association of Crime Stoppers. A copy of the Florida Statutes referred to herein, as well as a draft authorization letter to cover the next three years are attached. There will be no additional costs to Seminole County as a result of this agreement.

Staff Recommendation:

SCSO Staff recommends the Board approve and authorize the Central Florida Crime Line Program, Inc. to act as Seminole County's agent for the purpose of applying, receiving and distributing Crime Stopper Trust Fund dollars and authorize the BCC Chairman to sign and submit a Letter of Agreement to the Attorney General and authorize BCC Chair to sign any associated documents necessary thereto upon award.



May 23, 2023

The Honorable Ashley Moody Off of the Attorney General State of Florida The Capitol PL-01 Tallahassee, FL 32399-1050

RE: Crime Stoppers Trust Fund/Letter of Agreement

Dear Attorney General Moody:

On May 23, 2023, the Seminole County Board of County Commissioners approved and authorized the Central Florida Crime Line Program, Inc. to act as Seminole County's agent for the purpose of applying, receiving and disbursing Crime Stopper Trust Fund dollars for approved Crime Stopper initiatives from the Trust Fund addressed in Florida State Statute 938.06. These Trust Fund dollars fund crime stopper initiatives such as funding billboards, investigative cards, rewards, newsletters, reenactments and other initiatives as authorized by Florida State Statute 16.555.

We understand that the Department of Legal Affairs is the disbursing authority for the Crime Stoppers Trust Fund and that Central Florida Crime Line Program, Inc. is an authorized crime stopper program recognized by the Florida Association of Crime Stoppers. This designation should be on file with the Department of Legal Affairs, as well as, our previous Letters of Agreement. It is also our understanding that no additional costs will be incurred by Seminole County. Please have your office contact me if any additional information is needed or if there are any questions.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Amy Lockhart Chairman Seminole County Board of County Commissioners



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-523

Title:

Consider a Resolution amending the Seminole County Administrative Code, Amending Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners (**Rebecca Hammock, Project Manager**).

Division:

Development Services - Planning and Development

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

Rebecca Hammock/407-665-7396

Motion/Recommendation:

- Adopt the Resolution amending Seminole County Administrative Code Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners.
- 2. Deny adoption of the Resolution amending Seminole County Administrative Code Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners.
- 3. Continue the request to a time and date certain.

Background:

The proposed Resolution makes the following revisions:

- Amends Section 2.35 Regular Meetings to change the time of the BCC meeting from 9:30 am to 9:00 am.
- Amends Section 2.40(A) Work Session Meetings to: change the day of the meeting from the third Tuesday of the month to the second Tuesday of the month; change the start time of the meetings from 9:30 am to 9:00 am; and

insert new text stating that the Board my designate additional work session meetings on non-regular meeting days.

• Amends Section 2.85(A)(5) Applicant Continuance Requests to require a fee to re-advertise and re-notice hearings for items where the applicant has requested a continuance. Payment must be made to the County within ten (10) business days of the continuance being granted by the Board of County Commissioners.

Previously, if an item were continued to a time and date certain by the Board of County Commissioners it was not required to be re-advertised. However, based on the Fourth District Court of Appeals' decision in Testa *v*. Town of Jupiter, the Interim County Attorney, Paul Chipok, recommends that prospectively all applicant requested continuances, where required, be re-advertised, and renoticed.

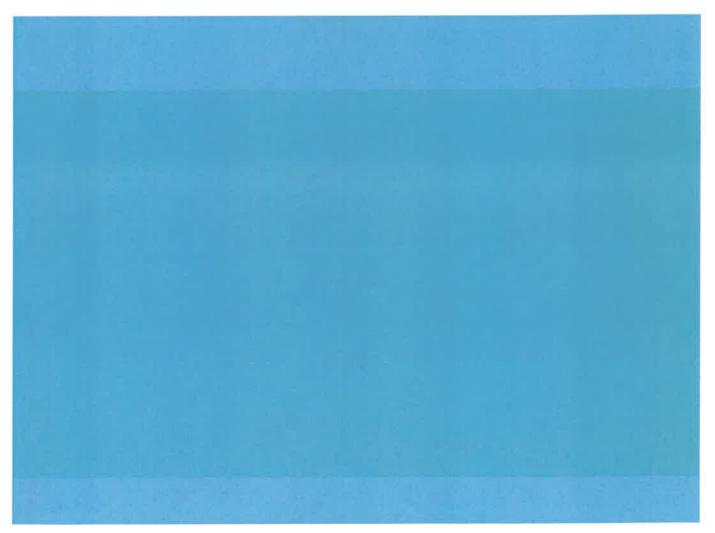
There is an additional cost associated with re-advertising and re-noticing items; therefore, the Resolution proposes to amend Section 2.85(A)(5), Applicant Continuance Requests, to require a fee of \$450 for hearing items requiring a legal advertisement and \$600 for items requiring a display advertisement. A worksheet demonstrating how the proposed fees were derived is attached for reference.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the Resolution amending Seminole County Administrative Code Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners.

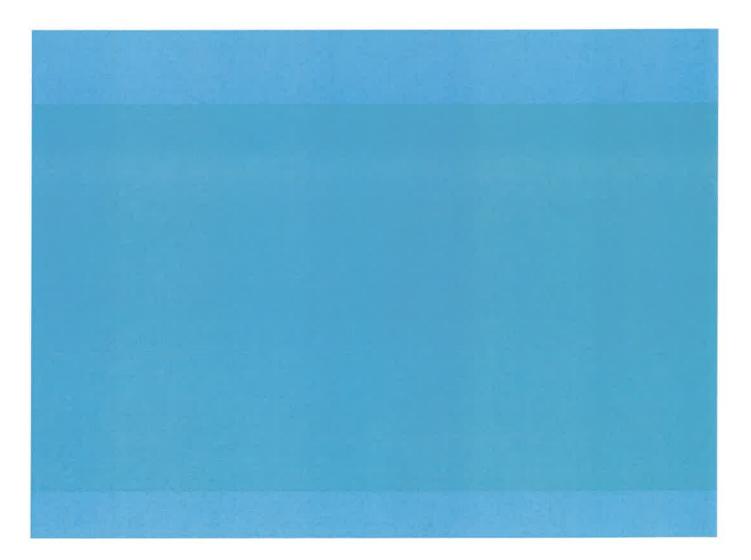


OPERATING POLICIES & PROCEDURES of the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



2/8/22 Update

SECTION 2 LEGISLATION AND MEETING PROCEDURES



B. SCHEDULE. A meeting schedule will be distributed at the start of each calendar year listing the dates of all anticipated meetings of the Board. Meetings set to be conducted the day after a legal holiday may be rescheduled. Meetings may be postponed or canceled by consensus of the Board. Although a generalized schedule of regular and work session meetings is included herein, the Board has the discretion to revise the generalized schedule by consensus to ensure the orderly and efficient execution of county business. The County Manager's Office shall maintain an on-going calendar of upcoming regular and work session meetings.

2.35 REGULAR MEETINGS. Unless otherwise noticed, the Board shall hold regular business meetings on the second and fourth Tuesdays of each month commencing at 9:30 am. Regular meetings may be otherwise postponed or canceled by a majority consensus of the Board. When a regular meeting day falls on a legal holiday observed by the County, the regular meeting of the Board shall be held on the following day at the same time and place or on such date, time and place approved by the Board and noticed accordingly.

2.40 WORK SESSION MEETINGS. In order to build consensus among the Commissioners, it is frequently advantageous for the Board to discuss in detail an issue or issues under its consideration without taking action. In such situations, the Board may hold a work session meeting.

A. Unless otherwise noticed, work session meetings shall generally occur on the-third Tuesday of the month, commencing at 9:30 am. Work session meetings may be postponed or canceled at the discretion of the County Manager, in consultation with the Chairman, or by a majority consensus of the Board. The County Manager and/or the Board may designate additional work session meetings at any time during the month, including regular meetings days. When so designated, that meeting date, or portion thereof, shall be publicly noticed as a work session meeting.

B. Although the primary purpose of a work session meeting is open discussion, fact finding and consensus building, formal action may be taken by the Board at work session meetings, provided the subject matter of the proposed action is specifically noticed as a work session topic or that the specific action item was included in the work session meeting notice.

C. The conduct of public comment at a work session meeting shall follow that prescribed by Section 2.175 of these procedures, unless modified by the Chairman.

D. An agenda of the order of business at the work session meeting shall be prepared by the County Manager and made available to the public at least seven (7) calendar days before the work session meeting.

2.45 SPECIAL MEETINGS. The Chairman or a majority of the Commissioners may call a special meeting of the Board upon not less than twenty-four (24) hours' notice. Written notice of the call of such special meeting shall be given by the County Manager to each Commissioner, the Clerk, the County Attorney, any persons entitled, as a matter of law, to written or verbal notice, and the press, stating the date, hour, and place of the meeting and the business to be transacted at such meeting, including "all other business that may come before the Board."

2.50 EMERGENCY MEETINGS. The Chairman, County Manager, or County Attorney may call an emergency meeting of the Board at any time to consider and take action upon a public emergency. No action shall be taken by the Board unless the Board first declares by motion or

portion of a meeting, the Board will consider only whether staff time and County resources should be expended on preparation of a formal item for consideration at a subsequent Board meeting; the substance of the matter shall be debated if and when the item is placed on a future agenda. It shall take an affirmative vote of a majority of the Board to place the requested item on a future agenda. Any such item deemed by the County Manager to be of an urgent nature may be placed directly on the agenda.

C. The County Manager shall make every effort to make the agenda and supporting materials available to the Commissioners, the public, and the media no less than ten (10) days prior to the next regular Board meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The County Manager and County Attorney shall have the authority to add agenda items up to the time of the meeting when it is essential, necessary, and in the County's best interest to do so.

2.85 CONTINUING AGENDA ITEMS.

A. APPLICANT CONTINUANCE REQUESTS.

(1) Any request from an applicant to continue a public hearing or other agenda item must be made in writing, with justification, and submitted by the applicant (or the appellant in the case of an appeal) to the County Manager's Office not later than 48 hours before the scheduled public hearing or other agenda item.

(2) A maximum of two continuances may be granted by request of the applicant/appellant. If the applicant/appellant is not prepared to present after two continuances, the application must be withdrawn and resubmitted to start the process over, including a new application fee. The Board may, by a majority vote, waive this limitation when it finds extenuating circumstances exist.

(3) Requests for continuances are not automatically granted, and the applicant/appellant, or its representative, should be in attendance at the meeting at which the public hearing or other agenda item is scheduled and be prepared for the Board to consider and act upon the item in question.

(4) The County may, either by a majority vote of the Board or through the issuance of an Executive Order, waive any of the provisions contained herein governing applicant continuance requests in conjunction with a declared Local state of Emergency.

B. ADMINISTRATIVE CONTINUANCES. The Board may on the recommendation of the County Manager, the recommendation of the County Attorney, or on its own, determine that circumstances exist which make the continuation of a public hearing or other agenda item in the best interest of the public.

- (1) In such instances, the Board may:
 - (a) Continue the public hearing or other agenda item to a date certain; or
 - (b) Continue the public hearing or other agenda item indefinitely.

C. CONTINUANCE OF THE ENTIRE AGENDA. In cases of emergency or other extenuating circumstances, the Board may determine that all scheduled agenda item(s) will be continued. Under such circumstances, the County Manager or the County Attorney, as agreed

RESOLUTION NO. 2023-R-____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE; AMENDING APPENDIX A (OPERATING POLICIES & PROCEDURES OF THE SEMINOLE COUNTY BOARD OF COUNTY **COMMISSIONERS); PROVIDING FOR REVISION TO THE REGULAR MEETING PROVISIONS AT SECTION 2.35 AND THE WORK SESSION MEETING PROVISIONS AT SECTION 2.40 TO MODIFY TIMES AND** DATES OF SUCH MEETINGS; PROVIDING FOR REVISION TO **SECTION 2.85 REQUIRING APPLICANT TO PAY FOR ADVERTISING** COSTS OF APPLICANT CONTINUANCE REQUESTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seminole County Administrative Code needs to be amended from time

to time to reflect changes in the administration of county government; and

WHEREAS, Seminole County has established the organizational and administrative

support structure for the Board of County Commissioners and operating procedures for meetings

of the Board; and

WHEREAS, these matters require refinement to provide superior service to the Board of

County Commissioners and residents of Seminole County; and

WHEREAS, the Board desires to revise the regular meetings and work sessions start times

and meeting days to reflect current practices; and

WHEREAS, on February 8, 2023, the Fourth District Court of Appeals of Florida rendered a decision in <u>Testa v. Town of Jupiter Island</u>, 2023 WL 1808293 (2023), which held that for a local government board action to be valid in a matter continued to a time and date certain, that continued hearing date must be advertised with the same formality as required for the original hearing; and WHEREAS, until either the Fifth District Court of Appeals of Florida or the Florida Supreme Court rules otherwise or the Florida Legislature provides a law to the contrary, it is in the best interest of Seminole County to follow the decision in the <u>Testa</u> case and provide advertisement of a matter continued to a time and date certain by the Board of County Commissioners (Board) with the same formality as required for the original hearing; and

WHEREAS, there is a cost associated with advertising a continued matter which is not contemplated in the initial application fee; and

WHEREAS, the Board's Operating Policies and Procedures allow for an applicant to request a continuance of a matter before the Board; and

WHEREAS, it is fair and equitable to amend the Board's Operating Policies and Procedures to provide that when a continuance is requested by an applicant that the applicant pay for the cost of advertising the continued hearing.

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

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

Section 2. Section 2.35 of Appendix A (Operating Policies & Procedures of the Seminole County Board of County Commissioners) to the Seminole County Administrative Code is hereby amended as shown on Exhibit A attached to this Resolution.

Section 3. Section 2.40 of Appendix A (Operating Policies & Procedures of the Seminole County Board of County Commissioners) to the Seminole County Administrative Code is hereby amended as shown on Exhibit B attached to this Resolution.

DRAFT – Not for Execution April 21, 2023 version

Section 4. Section 2.85 of Appendix A (Operating Policies & Procedures of the Seminole

County Board of County Commissioners) to the Seminole County Administrative Code is hereby

amended as shown on Exhibit C attached to this Resolution.

Section 5. This Resolution will become effective upon adoption by the Board of County

Commissioners.

ADOPTED this _____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:____

AMY LOCKHART, Chairman

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

Attachment

Exhibit A – Section 2.35 of Appendix A to the Seminole County Administrative Code Exhibit B – Section 2.40 of Appendix A to the Seminole County Administrative Code Exhibit C – Section 2.85 of Appendix A to the Seminole County Administrative Code

PHC/sjs 4/21/23 T:\CAO Protected\Admin Samples\Admin Resolutions Drafts\2023 Reso Appendix A draft Apr21(23).docx

Exhibit A

2.35 REGULAR MEETINGS. Unless otherwise noticed, the Board shall hold regular business meetings on the second and fourth Tuesdays of each month commencing at <u>9:30 9:00</u> am. Regular meetings may be otherwise postponed or canceled by a majority consensus of the Board. When a regular meeting day falls on a legal holiday observed by the County, the regular meeting of the Board shall be held on the following day at the same time and place or on such date, time and place approved by the Board and noticed accordingly.

Exhibit B

2.40 WORK SESSION MEETINGS. In order to build consensus among the Commissioners, it is frequently advantageous for the Board to discuss in detail an issue or issues under its consideration without taking action. In such situations, the Board may hold a work session meeting.

A. Unless otherwise noticed, work session meetings shall generally occur on the <u>third second</u> Tuesday of the month, commencing at <u>9:30 9:00</u> am. <u>Work session meetings may be postponed or eanceled at the discretion of the County Manager, in consultation with the Chairman, or by a majority consensus of the Board.</u> The County Manager and/or the Board may designate additional work session meetings at any time during the month, including regular meetings <u>and non regular</u> days. When so designated, that meeting date, or portion thereof, shall be publicly noticed as a work session meeting.

B. Although the primary purpose of a work session meeting is open discussion, fact finding and consensus building, formal action may be taken by the Board at work session meetings, provided the subject matter of the proposed action is specifically noticed as a work session topic or that the specific action item was included in the work session meeting notice.

C. The conduct of public comment at a work session meeting shall follow that prescribed by Section 2.175 of these procedures, unless modified by the Chairman.

D. An agenda of the order of business at the work session meeting shall be prepared by the County Manager and made available to the public at least seven (7) calendar days before the work session meeting.

2.85 CONTINUING AGENDA ITEMS.

A. APPLICANT CONTINUANCE REQUESTS.

(1) Any request from an applicant to continue a public hearing or other agenda item must be made in writing, with justification, and submitted by the applicant (or the appellant in the case of an appeal) to the County Manager's Office not later than 48 hours before the scheduled public hearing or other agenda item.

(2) A maximum of two continuances may be granted by request of the applicant/appellant. If the applicant/appellant is not prepared to present after two continuances, the application must be withdrawn and resubmitted to start the process over, including a new application fee. The Board may, by a majority vote, waive this limitation when it finds extenuating circumstances exist.

(3) Requests for continuances are not automatically granted, and the applicant/appellant, or its representative, should be in attendance at the meeting at which the public hearing or other agenda item is scheduled and be prepared for the Board to consider and act upon the item in question.

(4) The County may, either by a majority vote of the Board or through the issuance of an Executive Order, waive any of the provisions contained herein governing applicant continuance requests in conjunction with a declared Local state of Emergency.

(5) Upon the applicant's request for a continuance being granted by the Board, the applicant shall be required to pay to the County the cost of advertising the continued hearing as follows:

(a) For applications requiring a legal ad, new placards and notices a flat fee of \$450.00.

(b) For applications requiring a display ad, new placards and notices a flat fee of \$600.00.

The applicant shall provide payment to the County within ten (10) business days of the continuance being granted by the Board. Failure by the applicant to timely provide payment for the advertising of the continued hearing shall be deemed a withdrawal of the application.

B. ADMINISTRATIVE CONTINUANCES. The Board may on the recommendation of the County Manager, the recommendation of the County Attorney, or on its own, determine that circumstances exist which make the continuation of a public hearing or other agenda item in the best interest of the public.

- (1) In such instances, the Board may:
 - (a) Continue the public hearing or other agenda item to a date certain; or
 - (b) Continue the public hearing or other agenda item indefinitely.

C. CONTINUANCE OF THE ENTIRE AGENDA. In cases of emergency or other extenuating circumstances, the Board may determine that all scheduled agenda item(s) will be continued. Under such circumstances, the County Manager or the County Attorney, as agreed

between them on a case by case basis, are authorized to convene the Board meeting and announce its continuance to the alternative date and adjourn the meeting.

D. The County Manager is directed to ensure that additional and supplemental notice of continued items occurs, when deemed appropriate, in order that the public will be fully advised of any continuances that may occur under the factual scenarios described in this Section.

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1		STAFF & MATERIALS C	OSTS FOF	R LEG	GAL DOCUM	NEN	ITS - CO	ONTINUED	ITE	MS (NEW)				
2														
		New Proposed Flat												
3	Continued Item Costs	Fee												
5	Legal Ad, Placard, &													
4	Notices	\$450												
4														
_	Display Ad, Placard, &	ėcon.												
5	Notices	\$600												
6														
7	S	TAFF & MATERIALS CO	STS FOR L	EGA	L DOCUME	NTS	5 - ORIO	SINAL APP	LIC	ATION COSTS	I			
8														
		Estimated Cost Per												
9	Legal & Display Ad Costs	Advertisement												
10	Legal Ads	~ \$275-\$375												
11	Display Ads	~ \$350-\$600												
	Note: Advertising Costs Vary		of the ad	mar	ns etc									
13	Note: Autentising costs var)			<u>,,,,,,</u>	,, с.с.									
13														
		Actual Fee Der Drate -+												
14		Actual Fee Per Project												
15	Placard Costs	\$22												
_	Note: Standard Project Place	ards are 2 per project, b	ut can be i	more	2									
17 18														
	Courtoou Notico Costo	Destage	Daman		Labala	F	valanaa	Drinting		Total Materials		Staff		Tatal Cast
19	Courtesy Notice Costs Number of Mailings	Postage \$ 0.5000	Paper \$ 0.0	060	Labels \$ 0.0060		velopes 0.0700	Printing \$ 0.003			Staff Hours	Hrly Rate	Staff Cost	Total Cost Materials/Staff
20 21	100	\$ 50.00		000	\$ 0.0000	\$ \$	7.00		_	\$ <u>58.59</u>	1		\$ 23	\$ 81.59
21	200	\$ 100.00		L.20	\$ 0.00 \$ 1.20	\$	14.00	\$ 0.1 \$ 0.1		\$ 117.18	1.5		\$ 25	\$ 151.68
23	300	\$ 150.00		L.80	\$ 1.80	\$	21.00	\$ 1.1		\$ 175.77	2		\$	\$ 221.77
24	400	\$ 200.00		2.40	\$ 2.40	\$	28.00	\$ 28.0		\$ 260.80	2.5		\$ 58	\$ 318.30
25	500	\$ 250.00	\$ 3	3.00	\$ 3.00	\$	35.00	\$ 35.0	00	\$ 326.00	3	\$ 23	\$ 69	\$ 395.00
26	600	\$ 300.00		3.60	\$ 3.60	\$	42.00	\$ 2.3		\$ <u>351.54</u>	3.5		\$81	\$ 432.04
27	700	\$ 350.00		1.20	\$ 4.20	\$	49.00	\$ 2.		\$	4	\$ 23	\$ 92	\$ 502.13
28	800	\$ 400.00	\$ 4	1.80			56.00							\$ 625.10
29	900									\$ 521.60	4.5			
30		\$ 450.00		5.40	\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
21	1000	\$ 450.00 \$ 500.00		5.40 5.00	\$ 5.40	\$		\$ 3.				\$ 23		\$ 642.31
31 32	1000				\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
32		\$ 500.00	\$ 6	5.00	\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
	1000 <u>Application Costs</u>	\$ 500.00		5.00	\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
32		\$ 500.00	\$ 6	5.00	\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
32		\$ 500.00	\$ 6	5.00 25	\$ 5.40	\$	63.00	\$ 3.	51	\$ 527.31	5	\$ 23	\$ 115	\$ 642.31
32	Application Costs	\$ 500.00	\$ 6	5.00 25	\$ 5.40 \$ 6.00	\$	63.00	\$ 3.	51	\$ 527.31 \$ 585.90	5	\$ 23	\$ 115	\$ 642.31
32 33 34	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site	\$ 500.00 Original Ap APPLICATION FEE	\$ 6	5.00 25	\$ 5.40 \$ 6.00	\$	63.00 70.00	\$ 3.1 \$ 3.9	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application)	\$ 500.00 Original Ap APPLICATION FEE \$750	\$ 6 plication Fee ADDITION FEE	5.00 25 IAL	\$ 5.40 \$ 6.00	\$	63.00 70.00 P&Z	\$ 3.1 \$ 3.9 BCC	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site	\$ 500.00 Original Ap APPLICATION FEE	\$ 6	5.00 25 IAL	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000	\$	63.00 70.00	\$ 3.1 \$ 3.9	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application)	\$ 500.00 Original Ap APPLICATION FEE \$750	\$ 6 plication Fee ADDITION FEE	5.00 25 IAL	\$ 5.40 \$ 6.00	\$	63.00 70.00 P&Z	\$ 3.1 \$ 3.9 BCC	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application)	\$ 500.00 Original Ap APPLICATION FEE \$750 	\$ 6 plication Fee ADDITION FEE	5.00	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 +	\$	63.00 70.00 P&Z X	\$ 3.9 \$ 3.9 BCC X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres	\$ 500.00 Original Ap APPLICATION FEE \$750 	\$ 6 plication Fee ADDITION FEE \$400/per a	5.00 25 IAL acre	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee	\$	63.00 70.00 P&Z X	\$ 3.9 \$ 3.9 BCC X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37	APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres	\$ 500.00 Original Ap APPLICATION FEE \$750 	\$ 6 plication Fee ADDITION FEE \$400/per a	5.00 25 IAL acre	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50%	\$	63.00 70.00 P&Z X	\$ 3.9 \$ 3.9 BCC X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37 38	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres LSFLUA & Rezone >50 acres SSFLUA = 50 acres</td <td>\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500</td> <td>\$ 6 plication Fee ADDITION FEE \$400/per a</td> <td>5.00 25 IAL acre</td> <td>\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone</td> <td>\$</td> <td>63.00 70.00 P&Z X X X</td> <td>\$ 3.1 \$ 3.1 BCC X X X</td> <td>51</td> <td>\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Display Legal</td> <td>5</td> <td>\$ 23</td> <td>\$ 115</td> <td>\$ 642.31</td>	\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500	\$ 6 plication Fee ADDITION FEE \$400/per a	5.00 25 IAL acre	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone	\$	63.00 70.00 P&Z X X X	\$ 3.1 \$ 3.1 BCC X X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Display Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37 38 39	APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres LSFLUA & Rezone >50 acres SSFLUA = 50 acres</td <td>\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500 \$3,500</td> <td>\$ 6 plication Fee ADDITION FEE \$400/per a</td> <td>5.00 25 JAL acre</td> <td>\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone Fee</td> <td>\$</td> <td>63.00 70.00 P&Z X X X X</td> <td>\$ 3.1 \$ 3.1 BCC X X X X X</td> <td>51</td> <td>\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Legal Legal</td> <td>5</td> <td>\$ 23</td> <td>\$ 115</td> <td>\$ 642.31</td>	\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500 \$3,500	\$ 6 plication Fee ADDITION FEE \$400/per a	5.00 25 JAL acre	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone Fee	\$	63.00 70.00 P&Z X X X X	\$ 3.1 \$ 3.1 BCC X X X X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Legal Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37 38	Application Costs APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres LSFLUA & Rezone >50 acres SSFLUA = 50 acres</td <td>\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500</td> <td>\$ 6 plication Fee ADDITION FEE \$400/per a \$400/per a</td> <td>acre e</td> <td>\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone</td> <td>\$</td> <td>63.00 70.00 P&Z X X X</td> <td>\$ 3.1 \$ 3.1 BCC X X X</td> <td>51</td> <td>\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Display Legal</td> <td>5</td> <td>\$ 23</td> <td>\$ 115</td> <td>\$ 642.31</td>	\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500	\$ 6 plication Fee ADDITION FEE \$400/per a \$400/per a	acre e	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone	\$	63.00 70.00 P&Z X X X	\$ 3.1 \$ 3.1 BCC X X X	51	\$ 527.31 \$ 585.90 Legal Ad or Display Ad Legal Display Display Legal	5	\$ 23	\$ 115	\$ 642.31
32 33 34 35 36 37 38 39 40	APPLICATION TYPE Boat Docks >/= 1,000 SF (Site Plan/Dredge & Fill Application) LSFLUA >50 acres SSFLUA & Rezone >50 acres SSFLUA = 50 acres<br Rezone (Non-PD)	\$ 500.00 Original Ap APPLICATION FEE \$750 \$3,500 \$3,500 \$2,500	\$ 6 plication Fee ADDITION FEE \$400/per a	acre e e	\$ 5.40 \$ 6.00 MAXIMUM FEE \$10,000 \$10,000 + 50% of Rezone Fee \$3,500 + 50% of Rezone Fee \$6,500	\$	63.00 70.00 P&Z X X X X X X X	\$ 3.1 \$ 3.1 BCC X X X X X X	51	\$ 527.31 5 585.90 Legal Ad or Display Ad Legal Display Legal Legal Legal Legal Legal	5	\$ 23	\$ 115	\$ 642.31





Board of County Commission Meeting: Agenda Item # 32

May 23, 2023



PURPOSE

May 23rd BCC Meeting, Regular Agenda Item #32 requesting Board approval of a Resolution amending the Seminole County Administrative Code, Amending Appendix A, Operating Policies and Procedures of the Seminole County Board of County Commissioners.



HISTORY

- Interim County Attorney discussed with the Board at a prior Commission meeting and recommended changes to the Administrative Code based on new case law.
- Previously, if an item were continued to a time and date certain by the Board of County Commissioners it was not required to be re-advertised. However, based on the Fourth District Court of Appeals' decision in Testa v. Town of Jupiter, the Interim County Attorney, Paul Chipok, recommends that prospectively all applicant requested continuances, where required, be re-advertised, and re-noticed.
- Other clean up changes e.g., meeting times.



Proposed Changes

The proposed Resolution makes the following revisions:

- Amends Section 2.35 Regular Meetings to change the time of the BCC meeting from 9:30 am to 9:00 am.
- Amends Section 2.40(A) Work Session Meetings to: change the day of the meeting from the third Tuesday of the month to the second Tuesday of the month; changes the start time of the meetings from 9:30 am to 9:00 am; and inserts new text stating that the Board my designate additional work session meetings on non-regular meeting days.
- Amends Section 2.85(A)(5) Applicant Continuance Requests to require a fee to readvertise and re-notice hearings for items where the applicant has requested a continuance. Payment must be made to the County within ten (10) business days of the continuance being granted by the Board of County Commissioners.
- There is an additional cost associated with re-advertising and re-noticing items; therefore, the Resolution proposes to amend Section 2.85(A)(5), Applicant Continuance Requests, to require a fee of \$450 for hearing items requiring a legal advertisement and \$600 for items requiring a display advertisement.



Questions



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-313

Title:

Land Development Code Staff Briefing - Staff presentation on the full draft of the proposed Land Development Code Amendments and concurrent Comprehensive Plan Text Amendments. (Rebecca Hammock, Development Services Director and Eliza Harris Juliano, Kimley-Horn).

Division:

Development Services - Planning and Development

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

Rebecca Hammock/407-665-7396

Background:

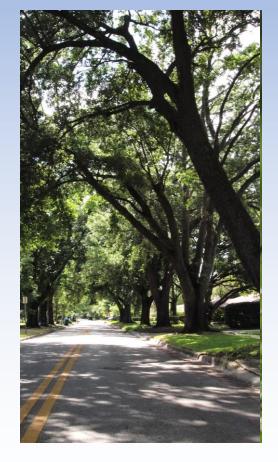
Planning & Development staff has been working with the County's Code consultant, Canin Associates (now Kimley-Horn), developing revisions to the Seminole County Land Development Code. Staff and consultant representatives have briefed the Board on multiple occasions during the review process, discussing specific topics and requesting policy direction.

The purpose of this staff briefing is to review the full draft of the LDC update and discuss specific topics, including accessory structures, kennels, truck parking in residential areas, and supporting text amendments to the Comprehensive Plan.

Attached to this agenda memo are:

- 1. The full draft of the proposed Amendments to the Land Development Code
- 2. The proposed Comprehensive Plan Text Amendments to the Future Land Use Element and to the Introduction Element to add a definition for Missing Middle Housing; and
- 3. The request letter from Theriaque and Spain on behalf of The Friends of the Wekiva River, Inc regarding arbor regulations.

Staff is requesting final feedback and direction from the Board prior to the Ordinances being brought forward for public hearings.



Staff Briefing Land Development Code Update -Full Draft Review

Seminole County BCC May 23, 2023 Agenda Item # 33









PURPOSE

 Final Staff Presentation on draft Land Development Code Amendments and concurrent Comprehensive Plan Amendments.

 Requesting final feedback and direction from the Board prior to Ordinances being brought forward for public hearings.



OUTLINE OF PRESENTATION

- Major Changes to LDC Presented by Kimley-Horn
- Section-by-Section Review of Proposed LDC Amendments and concurrent Comprehensive Plan Amendments – Presented by Kimley-Horn
- Follow-Up Items & 1 New Item Presented by Staff
- Stakeholder Feedback Presented by Staff

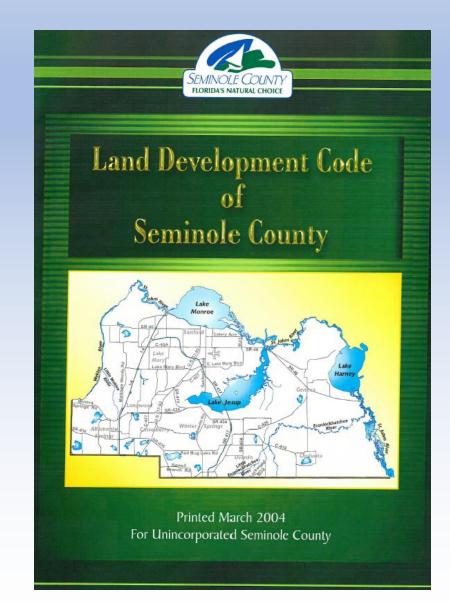
Overview of Process

- 1. Review of Current Regulations
- 2. Recommend Strategies for Rewrite
- 3. Draft Code Revisions
 - a) Work Sessions on Specific Topics
 - b) Stakeholder Engagement
 - c) Work Sessions on Full Draft of Changes
- 4. Review and Adoption
- a) Final Board Review of Full Draft
 - b) Adoption



Seminole County LDC History

- First adopted 1960
- Major updates 1973 and 1980
- Most recent edition 2004
- Incremental changes
- Municipal Code Corporation-Municode



Goals and Scope of the LDC Rewrite

- Address items affecting day-to-day operations
- Create more efficiency in working with applicants & the public
- Better implement the adopted Comprehensive Plan
- Targeted updates to address previously identified topics of concern
- Modernize and reorganize the Zoning Regulations- Chapter 30
- Update references to County agencies and titles
- Correct typos and add and delete definitions





Kimley **Whorn**

Previously Reviewed in BCC Work Sessions





New Standards:

- Mixed Use Corridor District (MUCD)
- Missing Middle Housing (MM)
- Solar Energy Systems
- Assembly Use Standards
- Parking Garage Standards
- Revised Standards
 - Affordable Housing (R-AH)
 - Arbor Regulations (and related standards)
 - Florida Friendly
 - Rural Nonresidential Design Standards
 - Minimum Living Area





Chapter by Chapter Updates

Chapter 1 – General Provisions

Revises procedures for reviewing Land Development Code (LDC) to be consistent with current practice

Chapter 2 – Definitions

- Add/revise/delete definitions as needed for LDC Update
- Includes new or revised definitions related to, lighting standards, surveying terms, historic trees, truck parking

Chapter 5 – Administration

Updated titles of DRC to be consistent with current



Chapter 30 - Table of Contents (Existing)

Part 1. - Interpretation And Application
Part 2. - Establishment Of Districts, District

Boundaries on Zoning Map And
Restrictions On Land, Water, Building And
Structure

Part 3. - Administration
Part 4. - Prohobited Uses/C-1, C-2 Zoning

Classification

Part 6. - A-10, A-5, And A-3 Rural Zoning

Classification/Rural Subdivision Standards

Part 7. - A-1 Agriculture

Part 10. - RC-1 Country Homes District

- Part 11. R-1, R-1B, And R-1BB Single-Family Dwelling Districts
- Part 12. R-1AAAA, R-1AAA, R-1AA and R-1A Single-Family Dwelling District
- Part 13. R-2 One- And Two-Family Dwelling District
- Part 14. R-3 And R-3A Multiple-Family Dwelling Districts
- Part 15. R-4 Multiple-Family Dwelling District

- Part 17. RM-1 Single-Family Mobile Home **Residential District** Part 18. - RM-2 Single-Family Mobile Home Park District Part 19. - RM-3 Travel Trailer Park and Campsites Part 25. - PD Planned Development Part 27. - Urban Conservation Village Design Part 30. - UC University Community District Part 32. - PLI Public Lands and Institutions Part 34. - RP Residential Professional District Part 36. - OP Office District Part 38. - CN Restricted Neighborhood Commercial District Part 39. - CS Convenience Commercial District Part 40. - C-1 Retail Commercial District Part 41. - C-2 Retail Commercial District Part 42. - C-3 General Commercial and Wholesale District Part 46. - M-1A Very Light Industrial District Part 47. - M-1 Industrial District
- Part 48. M-2 Impact-General Industrial Zoning Classification
- Part 50. Boat Dock And Floating Boat Dock Setback Requirements; Permit Required
- Part 51. Floodplain Management Ordinance of Seminole County
- Part 52. W-1 Wetlands Overlay Zoning Classification
- Part 54. Aquifer Recharge Overlay Zoning Classification
- Part 55. Scenic Corridor Overlay Zoning District
- Part 56. Lake Mary Boulevard Gateway Corridor Overlay Standards Classification
- Part 57. Econlockhatchee River Protection Overlay Standards Classification
- Part 58. Wekiva River Protection—Seminole Estates Overlay Zoning
- Part. 59. Markham Road, Longwood—Markham Road And Lake Markham Road Scenic Roadway Corridor Overlays



Chapter 30 - Table of Contents (Existing)

- Part. 59. Markham Road, Longwood—Markham Road And Lake Markham Road Scenic Roadway Corridor Overlays
- Part 60. Chuluota Nonresidential Design Standards Zoning Overlay

Part 61. - Airports

- Part 62. State Road 46 Scenic Corridor Overlay District
- Part 63. State Road 46 Gateway Corridor Overlay Standards Zoning Classification
- Part 64. Off-Street Parking, Loading, And Landscaping Regulations
- Part 65. Sign Regulations
- Part 66. State Road 46 Scenic Corridor Lighting Standards
- Part 67. Landscaping, Screening and Buffering
- Part 68. Performance Standards

- Part 70. Supplemental District Regulations
- Part 71. Public School Locational Criteria and Site Design Standards
- Part 72. Mobile Homes/Manufactured Housing Siting Standards
- Part 73. Alternative Density Option
- Part 74. Us 17-92 Community Redevelopment Area Target Zone Height Alternative Standards
- Part 75. Oxford Place Overlay District



Chapter 30 - Table of Contents (Reorganized)

- Part 1 Interpretation and Application
- Part 2 Establishment of Districts
- Part 3 Administration
- Part 4 Zoning District Standards
- Part 5 Permitted Uses by Zoning Districts
- Part 6 Additional Use Standards
- Part 7 Development Standards
- Part 8 Special Zoning Districts

Part 9 Supplemental Regulations

Part 10 Overlay Districts

Part 11 Parking and Loading Regulations

Part 12 Floodplain Management

Part 13 Sign Regulations

Part 14 Landscaping, Screening, Buffering and Open Space

Part 15 Outdoor Lighting

Part 16 Performance Standards



- Reorganize Permitted Uses and Dimensional Standards into tables for readability, consistency, and simplicity of administration
 - Section 5 Permitted Uses by Zoning District
 - Section 7 Development Standards
- Section 6 Additional Use Standards
 - Civic Assembly Standards
 - Solar Facilities Standards
- Section 8 Special Zoning Districts
 - Update standards for Affordable Housing (R-AH) Districts

Kimley **»Horn**

218035 - Seminole County Land Development Code (Permitted Uses) 3/10/2022 Residential and Lodging Uses	A-10, A-5, A-3	A-1	RC-1	R-1AAAA, R-1AAA, R-1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3A	R-3
Assisted living facility		—	S ⁵	\$ ⁵	S⁵	S ⁵	S ⁵	S ⁵	S ⁵	<u>s</u>	<u>s</u>
Adult living facility			5	5		5	5	5	,	ş	S
Bed and breakfast	S	S									
Boarding house/ Dormitories										<u>s</u>	<u>s</u>
Campground / RV Park											
Community residential home (1-6 unrelated persons)	₽L	₽L	₽L	₽Ĺ	₽L	₽L	₽L	₽L	₽L		L
Community residential home (7-14 unrelated persons)	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S^5	Ŀ	Ŀ
Dormitories										£	£
Dwelling, multiple-family										Ρ	Р
Dwelling, two-family or duplex									Ρ	Ρ	Ρ

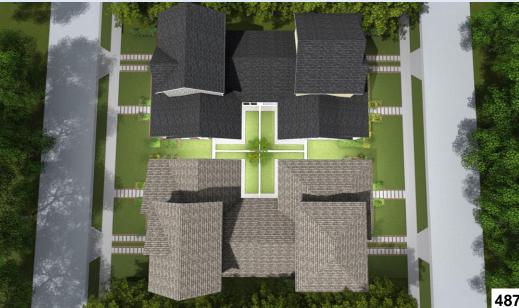
	RESIDENTIAL								
	Single and Two Family Dwelling Districts								
AREA AND DIMENSION REGULATIONS	RC-1	R- 1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B	R-1BB	R-2
Min. Lot Area Required	43,560	21,180	13,500	11,700	9,000	8,400	6,700	5,000	9,000
Min. Parcel/Lot Width at Building Line	120	100	100	90	75	70	60	50	75
Min. Front Yard Requirement	35	25	25	25	25	25	20	20	25
Min. Side Yard Requirement	20	10	10	10	7.5	7.5	7.5	5	10
Min. Side Yard abutting street or road	35	25	25	25	25 / 15 (3)	25 / 15 (3)	20<u>/</u>15 (3)	20 / 15 (3)	25 <u>15 ⁽³⁾</u>
Min. Rear Yard Requirement	35	30	30	30	30	30	25	20	30

- Section 8 Special Zoning Districts **Missing Middle Zoning District**
 - Encourages a wider range of housing choices in • central locations accessible to services to increase affordability

Corresponding Comp Plan Updates

- Proposed text changes to FLU 5: Future Land Use Map Foundation to add new concepts to the Plan
- Allowable densities governed by FLU designation
- Permitted in LDR, MDR, HDR
- Allowed as support use in Commercial and Office future land use





Kimley»Horn

Section 8 – Special Zoning Districts

Mixed Use Corridor District (MUCD)

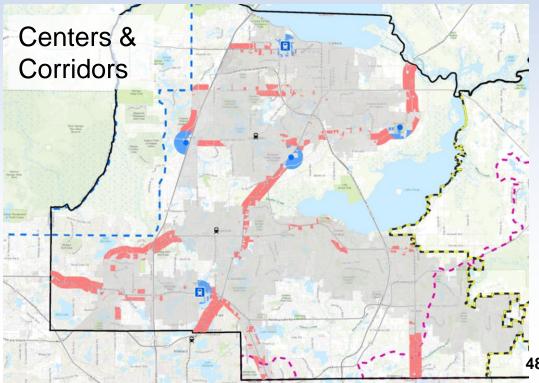
- Allows for a blend of various uses including retail, office, residential, and institutional uses.
- Permitted in the MXD and PD future Land Use Categories
- Intended to enable and encourage efficient use of land and promote multi-modalism

Corresponding Comp Plan Updates

- Mixed Use Development (MXD) Proposed text changes to FLU 5.15
- Can be implemented through the new MUCD or through Planned Development (PD) zoning.
- Pre-existing commercial sites must be rezoned if unused for 180 days or more
- Maximum nonresidential FAR increased from 0.60 to 1.0

Kimley **»Horn**





Updates to Planned Development Regulations

Update intent language:

- Flexibility and innovation to meet the needs of County residents and businesses by facilitating innovative design solutions and development plans, that may be difficult to achieve under conventional zoning regulations
- Increase in density or intensity alone not sufficient justification for seeking an alternative to conventional zoning districts
- Meet or exceed standard arbor, tree preservation, and tree planting requirements
- Additional standards for Commonly Accessible Open Space

Kimley »Ho 489

- Section 9 Supplemental Regulations
 - Revisions to truck parking in residential districts
- Section 10 Overlay Districts
 - Add Rural Nonresidential Design Standards added to Scenic Corridor Overlay
 - Delete US 17-92 CRA Target Zone Height Alternative Standards
 - Wekiva River Protection additional regulations regarding clustering subdivisions and correct title of Development Services Director



- Section 11 Parking & Loading Regulations
 - Reduce the number of required spaces for certain land uses (over parked)
 - Create parking garage design standards
 - Lighting
 - Architectural Design Standards
 - Revisions to truck parking in residential districts
 - Establish bicycle parking requirements
 - EV readiness standards included



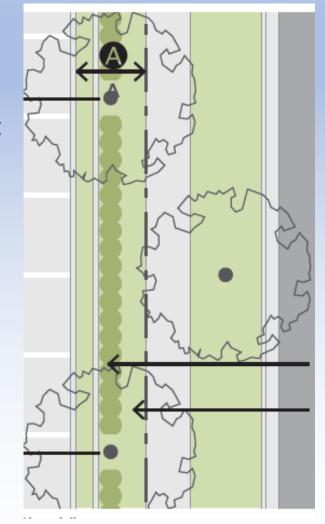


Kimley **Whorn**

- Section 14 Landscaping, Screening, Buffering, and Open Space
 - Proposed Changes
 - Combine landscape, buffer, and open space requirements into one Part
 - Additional references to Florida Friendly landscaping
 - Removed non-Florida Friendly landscaping from preferred species list
 - BCC may alter buffer criteria as part of a PD approval
 - Eliminate buffering between subdivisions of 4 units per acre or less
 - Section 14.20 Fence section revised

Corresponding Comp Plan Updates

- Proposed Text changes to FLU 1.14 Conservation of Water Resources
 - Update and clarification: evaluation of landscaping requirements has been done in accordance with the current wording of the policy



Kimley »HO 492

- Section 15 Outdoor Lighting (section added)
 - Proposed Changes
 - Additional regulations to reduce glare
- Section 16 Performance Standards Glare
 - Proposed Changes
 - Illuminance standards added



Chapter 35 – Subdivisions

- Requiring same 25% tree save requirement as Ch. 40 (Site Plan Regulations)
- Add tree planting requirements for new residential lots

Chapter 60 – Arbor Regulations

- Tree replacement:
 - Replace based on caliper inches (double for specimen trees)
 - Natural Resource Officer reviews removal of historic trees
 - Arbor Trust Fund payments if replacement not feasible
 - Development Services Director may grant deviations for hardship
 - Exempt existing single family lots of 3 acres or less
- Replacement Tree Quality:
 - Florida Nursery Standard #1 or better
 - Recommend species native to the region
- Fees doubled for trees removed without a permit







Chapter 40 – Site Plan Approval

- Updates to Title
- > Demonstrating Compliance with Ch. 30 Part 68 Performance Standards

Chapter 80 – Construction

Hours for construction were added and a prohibition on vibratory equipment for compaction was added



Follow Up Items - Commercial Kennels



- Update Kennel Definition to be consistent with Animal Services' Definitions in Chapter 20 of the Seminole County Code
- Update to help address code enforcement complaints related to animal noise in agriculturally zoned areas
- Local Governments may enact laws that restrict the number and types of animals a person may own. This is done to protect property owners from nuisances (unlawful interference with the use and enjoyment of a person's land), such as unpleasant odors and noise made by animals

Current Definition

• *Kennel:* A place where dogs and other small animals and house pets are kept, sheltered, boarded, bred, or groomed for compensation



Follow Up Items- Commercial Kennels

Proposed Definition:

Kennel, Commercial: Any premises, unit, or structure wherein any person or entity engages in training, housing, sheltering, harboring, or boarding of domesticated animals and pets such as dogs and cats including non-commercial properties that engage in such activities for pets over three (3) months of age that exceed the following numbers:

- Lots of one (1) acre or less in size: Maximum of six (6) dogs and a total of (8) eight animals per residence/premises.
- Lots greater than one (1) acre but less than five (5) acres in size: Eight (8) dogs per residence/premises and a total of ten (10) animals per residence/premises.
- Lots five acres or greater: Ten (10) dogs per residence/premises and a total of twelve (12) animals per residence/premises.

Commercial kennels used for the purpose of buying, selling, or breeding of dogs and cats is prohibited. This term does not include foster animals housed on a temporary basis and are in the process of being rehomed. If the number of foster animals being housed a exceeds the maximum threshold defined herein, the use shall also be regulated by Chapter 20 Animals and Fowl, Seminole County Code, which requires a "Standard of Care" Certificate and annual inspection by Seminole County Animal Services.



Follow Up Items- Commercial Kennels

Other Related New Definitions:

Foster animal: An animal that is temporarily boarded at a residence, subject to approval from Seminole County Animal Services, municipal pound, a registered rescue group, or a registered humane society

Animal foster: A person who harbors cats or dogs on a temporary basis as part of a foster care program administrated by a Seminole County municipal pound, Seminole County Animal Services, registered rescue group, or a registered humane society

Follow Up Items -Truck Parking in Residential Areas



- Vehicle weight classes and categories used by the Federal Highway Administration, the U.S. Census Bureau and the Environmental Protection Agency (EPA)
- These vehicle weight classes are defined as follows and are used consistently throughout the industry

Gross Vehicle	Federal Highway Ad	US Census Bureau				
Weight Rating (lbs)	Vehicle Class GVWR Catagory		VIUS Classes			
<6,000	Class 1: <6,000 lbs	Light Duty	Light Duty <10,000 lbs			
10,000	Class 2: 6,001-10,000lbs	<10,000 lbs				
14,000	Class 3: 10,001-14,000 lbs		Medium Duty 10,001 – 19,500 lbs			
16,000	Class 4: 14,001-16,000 lbs	Medium Duty				
19,500	Class 5: 16,001–19,500 lbs	Medium Duty 10,001–26,000 lbs	10,001 10,000 105			
26,000	Class 6: 19,501-26,000 lbs		Light Heavy Duty: 19,001–26,000 lbs			
33,000	Class 7: 26,001-33,000 lbs	Heavy Duty	Heavy Duty			
>33,000	Class 8: >33,001 lbs	>26,001 lbs	>26,001 lbs			

Vehicle Weight Classes & Categories



Follow Up Items -Truck Parking in Residential Areas



Sec. 9.4 Truck parking in Residential Zoned Districts –

No trucks having a rated load limit gross vehicle weight of more than 14,000 pounds two (2) tons or having more than two (2) axles may be parked or stored in any residentially zoned area other than to load or unload merchandise; nor may any truck of any size, which has operating motorized cooling units, be permitted to be parked in any residentially zoned area. Only the Federal Highway Administration (FHA) vehicle weight class categories of Class one (1) through Class three (3) trucks meeting the above weight limitation may be parked in residentially zoned areas. The weight and classification limitations contained herein do not apply to personal pickup trucks or personal recreational vehicles (RVs) as defined by Florida Statutes 320.01(b).

New Definitions to Support Provision:

- Personal truck: A truck intended for the private use of an individual and insured as a personal vehicle.
- <u>Recreational vehicle: Self-propelled or permanently towable by a light duty truck;</u> and not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Follow Up Items - Accessory Structures



Proposed Amendments to Sec. 30.1345. - Accessory buildings and uses in residential areas

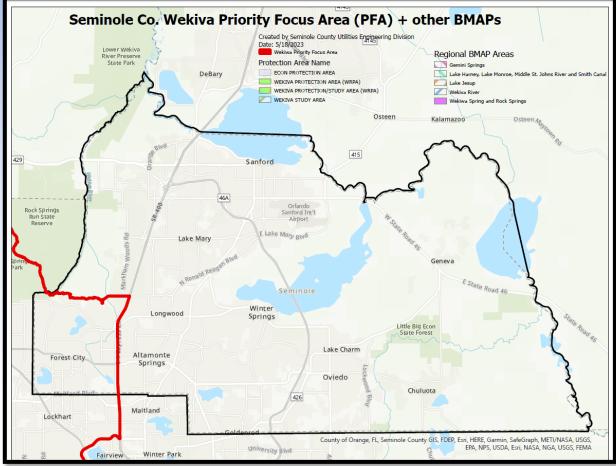
- (e) Accessory buildings shall not exceed the principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. Each detached accessory structure or building shall not exceed fifty percent (50%) of the living area of the principal building. This provision does not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts. A screened pool structure height may exceed the height of the principal structure.
- (f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable. The exterior and roof (if any) shall be comprised of materials commonly use throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 6.1.3 of this part.



New Item – Advanced Septic Systems

- Currently the State requires Advanced Septic Systems in the PFA Area of Wekiva Springs
- An Advanced Septic System is defined as a system that provides at least 50% nitrogen reduction
- An aerobic advanced septic tank uses electricity for aeration and an INRB is a passive system that uses a nitrogen reducing biofilter media layer

Priority Focus Area: Wekiva Spring

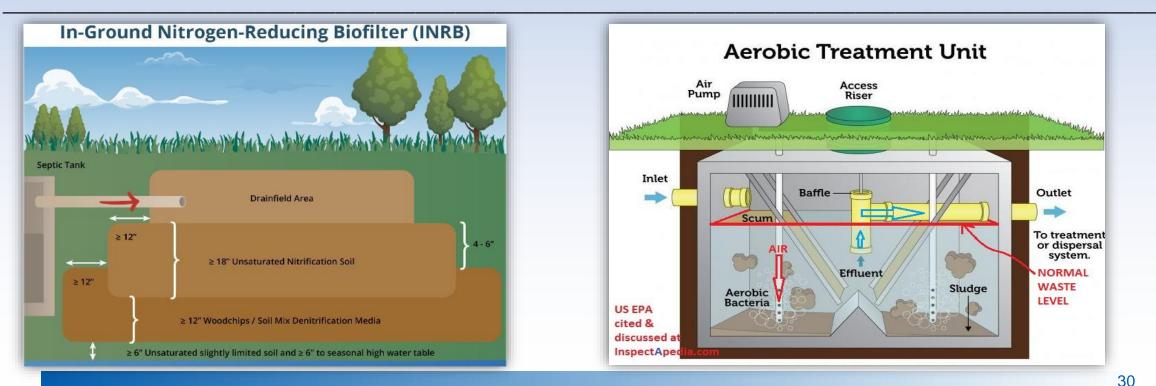


New Item – Advanced Septic Systems



Standard Septic System vs. Advanced Septic System

- Higher maintenance costs for advanced aerobic systems
- Cost difference estimate \$2,000 to \$3,000 difference in initial capital costs
- Advanced systems better for the environment and receiving water bodies (50% Nitrogen Reduction)





New Item – Advanced Septic Systems

Policy Direction:

- Require all new and replacement septic systems to be advanced?
- Implement Countywide or Environmentally Sensitive Areas only?
- Revise the Sanitary Sewer Element of the Comprehensive Plan
 - Require new developments and redevelopments on any parcel or lot that does not tie into the sanitary sewer to install an enhanced onsite treatment and disposal system that meets NSF (National Sanitation Foundation) Standard 245 for a minimum of 50% nitrogen reduction
- Revise the LDC, Chapter 35 Subdivision Regulations to implement Comprehensive Plan Policy
 - Revise requirements for lots, minor plats, and subdivisions
- Establish a process for individual residential building permits that are not connecting to sanitary sewer to ensure compliance with the new comprehensive plan policy
 - Work with the Building Division and Health Department/DEP to ensure compliance with permitting requirements

Public Participation & Stakeholder Feedback

- Community Meetings: Three (3)
- Rural Non-Residential Design Standards Community and Property Owner Meetings: Five (5) •
- Work Sessions/Presentations to the BCC: 14 (drafts provided at last five (5) work sessions) •
- DAB- Presented and discussed proposed changes at multiple meetings throughout process ٠
- PBAS- Presented an overview of the proposed changes at PBAS on March 8, 2023 ٠
- Emailed draft to Stakeholders prior to last five (5) work sessions ٠

Citizen/Resident Stakeholders

- Cluster Subdivisions in the East Rural Area- Sec. 30.109 (would also require comp plan amendments) •
- Recommend discussing/addressing with the EAR Based Amendment and follow up LDC changes ٠

Development Advisory Board (DAB) Stakeholders

- Staff implemented several of DAB's recommendations
- In the R-3, R-3A and R-4 Multi-Family Zoning Districts prohibits garage doors from facing a public right-of-way to enhance aesthetics and walkability (DAB not in agreement with new provision) •

Friends of Wekiva River Inc. Stakeholder

Request to remedy inconsistencies between the County's Wekiva River Protection Area Environmental Design Standards, Arbor Protection and the County's general arbor permitting regulations

32



Questions

Seminole County Land Development Code Rewrite FINAL DRAFT May 23, 2023



May 23, 2023

CHAPTER 1 GENERAL PROVISIONS

Section	Subject	Proposed Changes
1.9	Further implementing actions	Revises procedures for reviewing Land
		Development Code (LDC) to be consistent with
		current practice last revision 3/14/2022

CHAPTER 2 DEFINITIONS

Section	Subject	Proposed Changes
2.3	Definitions	Add/revise definitions as needed for LDC Update; delete existing definitions that are not used in the Code. Including new or revised definitions related to, lighting standards, surveying terms, historic trees rev. 1/10/23 truck parking rev. 5/23/23 Cluster subdivision revised to include "Must" be an improvement over conventional subdivision rev. 5/23/23

CHAPTER 5 ADMINISTRATION

Section	Subject	Proposed Changes
5.12	Development Review	Updates titles of DRC to be consistent with current
	Committee (DRC)	rev. 3/14/2022

CHAPTER 30 ZONING REGULATIONS

Part	Subject	Proposed Changes
2	Establishment of Districts	Rename C-1, C-3 and M-2; add Missing Middle (MM) and Mixed Use (MUCD) Districts rev. 3/14/22

3	Administration	Clarify requirements to restore a nonconforming Structure rev. 3/14/22
4	Zoning District Standards	 For each district provide a brief zone description (detailed information on permitted uses and development standards to be shown separately in tabular form). rev. 3/14/22 Clarifications added to the R-4 density requirements and to the Landscaping requirements in RP zoning based on stakeholder feedback rev 5/23/23
5	Permitted Uses by Zoning District	 Establish Table YY to list Permitted, Limited, and Special Exception uses for all districts. Establish Use Consolidation Table to define detailed use categories. rev. 5/23/23 Commercial Kennel Added to use table
6	Additional Use Standards	 Additional standards for Accessory Uses, Solar Facilities, Mobile Food Vendors, Civic Assembly, etc. rev. 3/14/22 Included additional standards for accessory buildings rev. 5/23/23 Backyard Chicken Program updated to remove requirement for permit; revised to allow up to 6 chickens and coops up to 170 square feet. rev. 5/23/23
7	Development Standards	General standards for measurement of setbacks, setbacks from natural water bodies, dimensional standards for residential and non-residential districts, etc. rev 3/14/23
8	Special Zoning Districts	 Establishment of and development criteria for Mixed Use Corridor (MUCD), Missing Middle (MM) and Affordable Housing (R-AH) Districts. rev 5/23/2023 Regulations for Self-Storage – moved to PD standards
9	Supplemental Regulations	Revisions to truck parking in residential districts rev. 5/23/23
10	Overlay Districts	 Add Rural Nonresidential Design Standards added to Scenic Corridor Overlay rev. 3/14/22 Delete US 17-92 CRA Target Zone Height Alternative Standards rev 3/14/22 Wekiva River Protect - additional regulations regarding clustering subdivisions and correct title of Development Services Director.

11	Parking and Loading Regulations Landscaping, Screening, Buffering, and Open Space	 Revise and update required parking formulas rev 3/14/22 Allow for parking reductions and shared parking for carshare and transit-oriented development rev. 3/14/22 Establish bicycle parking requirements rev 3/14/22 Establish parking garage design guidelines EV readiness standards included Combine landscape, buffer, and open space requirements into one Part. rev. 3/14/22 BCC may alter buffer criteria as part of a PD approval rev. 3/14/22 Eliminate buffering between subdivisions of 4 units per acre or less rev. 3/14/22 Additional references to Florida Friendly landscaping added Removed non-Florida Friendly landscaping from
		 Removed non-rionda menory landscaping from preferred species list. Section 14.20 Fence section revised
15	Performance Standards - Glare	Illuminance standards added
16	Outdoor lighting section added	Additional regulations to reduce glare

CHAPTER 35 SUBDIVISIONS

Section	Subject	Proposed Changes
34.44	Required submittals for final plat	Changing the sheet size for plat submittal and other changes to be consistent with industry standards.
35.61	General	Including language from Chapter 40, requiring the same 25% tree save requirment and including new tree planting requirements for new residential lots last rev. 3/14/22

Chapter 40 - SITE PLAN APPROVAL

Section	Subject	Proposed Changes
40.14	Titles	Revises titles to be consistent with current titles rev.
		3/14/22
40.172	Titles	Revises titles to be consistent with current titles rev.
		3/14/22

40.53	Required Submittals	Addition of requirement to provide information demonstrating compliance with Ch. 30 Part 68
		Performance Standards.

Section	Subject	Proposed Changes
60.2	Scope	Exempt single family lots of 3 acres or less
60.3	BCC as Tree Committee	 Appoint a Natural Resource Officer Requires Natural Resources approval for removal of historic trees and can be appeal to Planning Manager or Development Services Director
60.4	Permits Required	 County not liable for tree hazards on private property rev. 3/14/22 Permit trimming and maintenance of trees by property owners rev. 3/14/22
60.5.1	Logging	Now addressed in Chapter 30 rev. 3/14/22
60.7	Variance, appeal & penalty	 Development Services Director may grant deviations where regulations create substantial hardship rev. 3/14/22 Trees removed without permit must be replaced at 2:1 ratio of cumulative caliper rev. 3/14/22 Specimen trees to be replaced a 4:1 ratio Replacement fees doubled for trees removed without a permit rev. 3/14/22
60.9	Replacement	 Recommend replacement species native to the region rev. 3/14/22 Specimen trees to be replaced at 2:1 ratio All replacement trees to be Florida Nursery Standard #1 or better rev. 3/14/22 Trees located in a conservation area shall not count toward replacement requirements rev. 3/14/22 If the number of replacement trees is unfeasible, the applicant may pay into the Arbor Trust Fund rev. 3/14/22

CHAPTER 60 ARBOR REGULATIONS

CHAPTER 80 Construction

Section	Subject	Proposed Changes
	Construction Hours	Hours for construction were added

Chapter 1 – General Provision

2

CHAPTER 1 GENERAL PROVISIONS

4 Section 1. Amendments to Chapter 1, General Provisions. Chapter 1 of the Land
 Development Code of Seminole County is amended as follows (underlines are additions,
 6 strikethroughs are deletions, and remaining text is unchanged):

8 Sec. 1.9. - Further implementating implementing actions.

Any goals, policies or objectives of the 1991 Seminole County Comprehensive Plan which are

- 10 not <u>effectively</u> implemented to any extent <u>through this Code</u> shall be <u>submitted to</u> <u>reviewed</u> by the program review committee <u>Local Planning Agency</u> by the <u>and referred to the</u> planning
- 12 and development director <u>Development Services Director</u>, for review subsequent to the planning and development director developing draft implementing land development
- 14 regulations as who shall propose appropriate Code revisions relating to said goals, policies or objectives.

Chapter 2 – Definitions

	Section 2. Amendments to Chapter 2, Definitions. Chapter 2 of the Land
18	Development Code of Seminole County is amended as follows (underlines are additions,
	strikethroughs are deletions, and remaining text is unchanged):
20	SEC. 2.3 – DEFINITIONS
	ACLFS: Adult Care Living Facilities.
22	
	Active railroad crossing: A roadway which crosses railroad track facilities which are trafficked
24	by an average of two (2) or more trains per day.
26	Active school recreation area: A public school recreational area which is improved or
	equipped with facilities designed for games or athletic uses such as ball fields, tracks,
28	stadiums and swimming pools, but not including unimproved open spaces and natural areas.
30	Adverse general market conditions: A recessionary level decline in the number of building
	permits issued by the county.
32	
	Aerial support: Structural supports used to suspend utility lines above the ground.
34	
	Airport: Orlando Sanford International Airport, Orlando International Airport, and/or Orlando
36	Executive Airport-and Flying Seminole Ranch Airports.
38	A.I.S.I.: American Iron and Steel Institute.
40	Arborist: A certified professional in the field(s) of landscape architecture, arbor science,
	forestry, or other related field.
42	
	As-built survey: A post-construction survey identifying the actual lengths and elevations of the

44 stormwater management system by a certified land surveyor. Land Surveyor.

46 Assisted living facility: *As defined in Florida Statutes.*

Animal foster: A person who harbors cats or dogs on a temporary basis as part of a foster care program administrated by a Seminole County municipal pound, Seminole County Animal Services, registered rescue group, or a registered humane society.

- 52 Antiquated plat: A subdivision of land that does not comply with current zoning district and/or subdivision requirements, or that has limited development potential due to 54 inadequate public facilities, services or environmental constraints. These generally include lands platted prior to modern land development regulations adopted in 1970. Examples
- include plats with substandard designs for lot size, configuration, roads or drainage facilities.
 <u>A lot within an antiquated plat may be subdivided according to the requirements of Sec.</u>
- 58 <u>35.2(a).</u>
- 60 Antiquated subdivision: A subdivision of land that was created prior to modern land development regulations adopted in 1970 and does not comply with current zoning and /or
- 62 subdivision standards, typically in terms of lot size, road access, stormwater management or utility service.
- 64 Arcade: A series of arches supported on columns along the primary building facades, creating cover for pedestrians.
- 66

Artificial drainage system: Any canal, ditch, culvert, dike, storm sewer, or other manmade

- 68 facility which tends to control surface flow of water.
- 70 Assembly: All buildings or portions of buildings used for gathering together fifty (50) or more persons for such purposes as church sanctuary, <u>religious services</u>, marina, racquet
- 72 club/health spas, golf course clubhouse and sit-down and drive-in restaurants. Separate definitions are applied to ancillary spaces such as offices and bulk storage areas. Net usable
- 74 square footage as calculated for assembly uses excludes all non-public areas such as restrooms and kitchens. Concentrated Assembly is occupancy assigned based on seven (7)

Page 9 of 303

76 square feet per person. Less concentrated assembly is occupancy assigned based on fifteen (15) square feet per person per NFPA, Life Safety Code, 1985 Issue.

78

Assembly, Civic: Not-for-profit assembly uses including community centers, meeting halls, 80 recreation centers, clubhouses, and religious institutions. This excludes facilities operated by a property owners' association primarily for the use of its residents. 82 Auto camper: A lightweight, collapsible unit that is transported on an automobile or other 84 vehicle and designed for travel, recreation, and vacation use. Automatic controller: A mechanical or electronic timer, capable of operating valve stations to 86 set the days and length of time of a water application. 88 Backlogged facility: Road on the state highway system operating at a level of service below the minimum level of service standards, which is not a constrained facility, and which is not 90 programmed for construction adequate to bring it up to the applicable minimum level of 92 service standard in the first three (3) years of the department's adopted work program or in a local government's capital improvements element. 94 Big box store development: An individual retail and/or wholesale commercial establishment with more than 75,000 square feet of gross floor area, such as a home improvement center 96 or a membership warehouse club. The "gross floor area" of such a store includes outdoor 98 storage areas and any outdoor area providing services, such as, but not limited to, outdoor merchandise display, garden supplies, plant display, snack bars, etc. "Gross floor area," 100 however, does not include loading areas. For the purpose of determining the applicability of the 75,000 square foot threshold, the aggregate square footage of all adjacent stores which 102 may share either a series of checkout stands, management areas, storage areas, common entrances, or a controlling ownership interest, shall be considered a single commercial establishment (for example, a plant nursery associated with a general merchandise store or 104 Page 10 of 303

home improvement store, or a discount department store associated with a grocery store).

- 106 <u>The term "big box development" does not include an individual commercial establishment</u> <u>integrated within an indoor mall regional shopping facility.</u>
- 108
- BEBR: Bureau of Economic and Business Research.
- 110

Breeder, Hobby: Any person or entity that intentionally causes or allows, willfully or through failure, to exercise due care and control, the breeding or studding of a dog or cat, resulting

- 112 <u>failure, to exercise due care and control, the breeding or studding of a dog or cat, resulting</u> in no more than a total of one (1) litter per calendar year per legal residence, whether or not
- 114 the animals in such litter are offered for sale or other transfer.
- 116 Building numbering maps: A master set of maps which, in conjunction with approved plats and site plans, details the existing street name and numbering scheme and the projected
- 118 street name and numbering scheme within Seminole County. Said maps, in addition to the plats and site plans, being currently designated the one (1) inch to four hundred (400) feet
- 120 legal section maps.
- 122 CAC: Citizen Advisory Committee.
- 124 CAD: Computer Aided Dispatch.
- 126 CALNO: Council of Governments
- 128 <u>Caliper: A measurement of the size of a replacement tree at a predetermined point. Trunk</u> diameter for trees up to four (4) inches is to be measured six (6) inches above the soil line.
- 130 <u>Trees four (4) inches in diameter and greater will be measured twelve (12) inches above the</u> soil line.
- 132

Canopy: A projecting cover for pedestrians in the form of a roof-like structure, which may or
 may not be supported by columns, providing protection from the elements, usually in a continuous fashion.

136

Canopy tree: A self-supporting woody plant, typically having a minimum height at maturity
 of at least twenty (20) feet, planted primarily for its high crown of foliage. A species of tree
 which normally grows to a mature height of forty (40) feet or more.

140

Car sharing program: A fee-based or membership-based service that provides all qualified

- 142 <u>drivers access to dedicated car(s) or light truck(s) on a minute or hourly basis. Vehicles are</u> available twenty-four(24) hours, seven (7) days a week at unattended self-service locations.
- 144 <u>No separate written agreement is required each time a customer uses a vehicle. Vehicle usage</u> <u>is provided at minute, hourly and/or 'per mile' rates that include insurance and maintenance.</u>
- 146

CARL: Conservation and Recreational Lands Program.

148

CBD: Central Business District.

150

CFCRA: Central Florida Commuter Rail Authority.

152

CFRA: Central Florida Regional Airport

154

CMAC: Concurrency Management Citizen Advisory Committee.

156

CMTAC: Concurrency Municipal Technical Advisory Committee.

158

COHC: School Board Capital Outlay and Housing Committee.

160

Champion tree: Any tree that has been designated as the largest tree of its species in the

- 162 <u>state of Florida as measured by trunk diameter at breast height and crown diameter. These</u> <u>may include any species not listed on the restricted stock list.</u>
- 164

Church or place of worship: Any building or property used for nonprofit purposes by an

- 166 established religious organization holding tax exempt status under the Internal Revenue Code and/or Florida Statutes, where such building or property is used for worship services,
- 168 along with customary accessory structures and activities which shall include parsonages, friaries, convents, fellowship halls, Sunday schools and rectories, but not including day care
- 170 centers, community recreation facilities, and private primary and/or secondary educational facilities. Services and activities offered to non-members of the religious organization shall
- 172 not be included in this definition.
- 174 Clearing: The removal of trees and brush from a substantial part of the land but shall not include mowing. <u>Soil disturbance such as root raking or compaction shall also be considered</u>
- 176 <u>clearing, if trees or their root systems are damaged in the process.</u>
- 178 Cluster subdivision: A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a 180 conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally
- 182 sensitive areas, <u>stands of trees</u>, <u>open fields</u>, or agriculture. <u>Cluster subdivision design must</u> <u>be an improvement over conventional subdivision design practice by including an improved</u>
- 184 <u>streetscape, homes oriented to create a sense of community, and a reduction in road</u> <u>pavement and utility line length. A cluster subdivision must provide intervening common</u>
- 186 <u>useable open space, passive or active parks, or conservation land between modules or</u> <u>clusters of homes.</u>
- 188

Conservation area: Lands which have unsuitable or nonrated soils, wetland vegetative

- 190 <u>species, are seasonally flooded, and/or perform an environmental function, as described in</u> <u>the Seminole County Comprehensive Plan.</u>
- 192

194

Conservation and recreational lands program (CARL): Created by the Florida Legislature (Sec. 253.023, F.S.) and implemented by the Department of Natural Resources, this program provides a means of acquiring and managing environmentally sensitive lands and other lands

- 196 for recreation, water management and preservation of significant archaeological and historical sites. The areas to be purchased are selected by the land acquisition selection
- 198 committee which annually ranks proposed projects according to criteria in Ch. 18.8, Florida Administrative Code. The Governor and Cabinet make final selection for acquisition based on
- 200 recommendations made by the committee.
- 202 Corner building entrance: The primary entrance into a building located on the corner of an intersection of two (2) primary, or a primary and secondary road; said entrance shall be
- 204 located in the corner of the intersecting walls or closely located near such intersection, to enable pedestrians approaching along both roadways to access the building.
- 206

Corner lot: <u>A lot located on the corner of an intersection of two (2) primary, or a primary and</u> secondary, street. <u>See "Lot, corner."</u>

- 210 Corridor open space: Corridor open spaces are areas through which wildlife and/or people may travel and which may connect residential or recreational areas. They may also be
- 212 designed to provide leisure activities and for aesthetics. Typical corridors include rivers, creeks, utility easements, thoroughfares, scenic roads and recreation trails. Wetland and
- 214 floodplain areas are often associated with water-based corridors.
- 216 CRPP: East Central Florida Comprehensive Regional Policy Plan.

218 Cupola: A dome-shaped ornamental structure located on top of a larger roof or dome, often used as a lookout or to admit light and remove stale air.

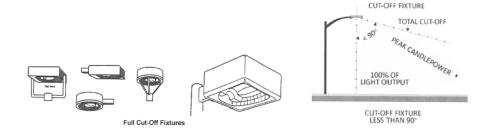
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222

<u>Cover porch entries: An entrance porch to a building consisting of a covered and often</u> <u>columned area.</u>

- 224 Cut-off fixtures: Light fixtures that are designed or shielded such that all light rays emitted by the fixture are projected below the horizontal plane running through the lowest point on
- 226 the fixture where light is emitted. The light distribution may not be greater than 2.5% of the luminaire's lumen output at or above ninety (90) degrees vertical from the nadir and not
- 228 more than ten (10) percent of a luminaire's lumen output at or above eighty (80) degrees vertical from nadir.

230



232 <u>Cutoff angle (of fixture): The angle measured upward from the vertical at which the bare</u> source is completely blocked from view.

234

Day care center: Structure or facility which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Such facilities do

238 not include Family Day Care Homes as defined in section 402.302(8), Florida Statutes (2017).

- Day nurseries: An establishment where five (5) or more children under the age of six (6) years, excluding members of the family occupying the premises, are cared for. The term includes
 nurseries and kindergartens.
- 244 <u>Delicatessen / Café: An establishment for sale of on- or off-site food consumption with no</u> <u>kitchen (toasters, microwaves, facilities for making hot or cold beverages are permitted).</u>

246

Development Review Committee: A committee designated by the Board composed of the following personnel or their designee or designees the <u>d</u> <u>Development Services Director</u>, <u>D</u>irector of <u>p</u> <u>P</u>ublic <u>w</u> <u>W</u>orks, the <u>b</u> <u>B</u>uilding <u>o</u> <u>O</u>fficial, the Development Review Manager</u>, the

- 250 Planning Manager, the Comprehensive Planning Manager, the Public Safety Director, Environmental Services Director, Fire Marshal, the Seminole County School Board, a
- 252 representative of the soil conservation service, the Director of Health and Human Services, the Division of Forestry, the Sheriff's Office and such other personnel as may be designated
- 254 or assigned by the County Manager for the purpose of reviewing land development proposals and other related issues.
- 256

Development site:

- 258 (1) For properties within the Planned Development (PD) zoning district all property included within the legal description of the approved PD zoning ordinance and/or
- 260 Development Order; or

(2) For properties in all zoning districts other than Planned Development (PD) – all property

- 262 <u>included within the final subdivision plat or site plan.</u>
 <u>Diameter at breast height (DBH): A measurement of the size of a tree equal to the diameter.</u>
- 264 <u>in inches, of a tree measured at four and one-half (4½) feet above the existing grade. For</u> multi-trunked trees, the DBH shall mean the cumulative diameter of the three largest trunks,
- 266 measured two (2) feet above the existing grade.
- 268 DIME: Dual independent map encoding.

270 Dormer: A window set vertically into a small gable projecting from a sloping roof.

- 272 Drip line: The vertical line running through the outermost portion of the tree crown extending to the ground. A vertical line from the horizontal extremity of the canopy of a tree to the
- 274 ground. For trees with canopies set off-center from the trunk, an area bounded by the average diameter of the drip-line will be centered on the point at which the trunk of the tree
 276 is rooted.
- 278 E-911 coordinator: That person designated by the County Manager to design, implement, and maintain an emergency telephone response system which involves the expeditious
- 280 response of public safety, police and other services resulting from such emergency telephone system.
- 282

Easement: Any A strip of land created right of use over the property of another encumbered

- 284 <u>through a valid written legal instrument</u> for <u>ingress-egress</u>, public or other private utilities, drainage, sanitation, or other specified uses having limitations, the title to which shall
- remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.
- 288

290

Easement, recorded: An easement which has been entered into the public records of Seminole County.

- 292 ECFRPC: East Central Florida Comprehensive Regional Policy Plan.
- 294 Effluent takeback program: Program allowing or requiring the piping of reuse water back to a development for use in commercial activities or landscape irrigation. This water cannot be
- 296 used for any purpose that may involve human consumption (fruit eaten raw, showers, etc.).

298	EMS: Emergency Medical Service.
300	EOC: Emergency Operations Center.
302	ESGP: Emergency Shelter Grants Program.
304	Exclusive transit facility: A physically separated rail or road lane reserved for multi-
	passenger use by rail cars, busses, or van pools serving large volumes of home/work trips
306	during peak travel hours. Exclusive transit facilities do not include high occupancy vehicle
	lanes.
308	
	FAA: Federal Aviation Authority Administration.
310	
	Family day care home: As defined in section 402.302(7 <u>8</u>), Florida Statutes (2001 2017).
312	
	Fascia: A broad flat surface that is the outer edge of a cornice or roof.
314	
	Florida-Friendly Landscaping Plant Guide: A publication by the Florida Department of
316	Environmental Protection (FDEP) and the University of Florida Institute of Food and
	Agricultural Sciences (UF/IFAS) containing many of the UF/IFAS-recommended Florida-
318	Friendly plants for each region of the state.
320	Foot candles: A unit of light intensity stated in lumens per square foot and measurable with
	an illuminance meter. The measure of light noted as a unit of illuminance amounting to one
322	lumen per square foot.
224	

 324 Foster animal: An animal that is temporarily boarded at a residence, subject to approval from Seminole County Animal Services, municipal pound, a registered rescue group, or a
 326 registered humane society.

328	Full-cutoff fixture: A fixture that allows no emission of light above horizontal.
330	Full shielding: Internal and/or external shields and louvers provided to prevent brightness
	from lamps, reflectors, refractors and lenses from causing glare at normal viewing angles.
332	
	FLIN: Florida Library Information Network
334	
	GBF: Geographic Base File.
336	
	Geographic service area: For recreational facilities, a geographic service area identifies the
338	time or distance which a resident is willing to travel to use a given park of facility.
340	Glare: The sensation of annoyance, discomfort, or loss in visual performance and visibility
	due to bright or uncontrolled light sources.
342	
	GIS: Geographic Information System.
344	Historic tree: A healthy tree with a trunk caliper of twenty-four (24) inches or more. Any live
	oak, bald cypress, or longleaf pine thirty-six (36) inches or greater DBH that is determined by
346	Seminole County to be of such unique and intrinsic value to the general public because of its
	size, age, historic association or ecological value as to justify this classification. Prior to
348	removal of any live oak, bald cypress, or longleaf pine thirty-six (36) inches or greater DBH, a
	report from a certified arborist must be submitted detailing the condition of the tree, if the
350	condition of tree has a rating over 3 or above, the tree must be inspected by the Natural
	Resource Officer prior to removal. Any tree designated a Florida State Champion shall
352	likewise be within this definition.
354	HRS: Department Of Health and Rehabilitative Services.

356 ILL: Interlibrary Loan System.

358	Illuminance: The quantity of light arriving at a surface divided by the area of the lighted
	surface, measured in foot candles
360	Kennel: A place where dogs and other small animals and house pets are kept, sheltered,
	boarded, bred, or groomed for compensation.
362	
	Kennel, Commercial: Any premises or structure wherein any person or entity engages in
364	training, housing, sheltering, harboring, or boarding of domesticated animals and pets such
	as dogs and cats over three (3) months of age that exceeds the following numbers:
366	• Lots of one (1) acre or less in size: Maximum of six (6) dogs and a total of (8) eight
	animals per residence/premises.
368	• Lots greater than one (1) acre but less than five (5) acres in size: Eight (8) dogs per
	residence/premises and a total of ten (10) animals per residence/premises.
370	• Lots five acres or greater: Ten (10) dogs per residence/premises and a total of twelve
	(12) animals per residence/premises.
372	Commercial kennels used for the purpose of buying, selling, or breeding of dogs and cats is
	prohibited. This term does not include foster animals housed on a temporary basis and are
374	in the process of being rehomed. If the number of foster animals being housed a exceeds
	the maximum threshold defined herein, the use shall also be regulated by Chapter 20
376	Animals and Fowl, Seminole County Code, which requires a "Standard of Care" Certificate
	and annual inspection by Seminole County Animal Services.
378	
	KSF: Thousand square feet.
380	
	Land surveyor: A land surveyor registered licensed under Chapter 472, Florida Statutes, who is
382	in good standing with the Florida State Board of Professional Engineers and Land Surveyors.
	Florida Board of Professional Surveyors and Mappers.

384

Landscaped dividing strips: Landscaped areas containing ground cover, shrubs and trees or other landscaping used to partition parking areas into individual bays.

388 *Law enforcement officer: An officer who is on official duty for a law enforcement agency including, but not limited to, the Sheriff's Office of Seminole County.*

390

386

Live-work unit: See Missing Middle Standards

392

394

Littoral zone: A region lying along a shore of a water body that is shallow enough to support rooted aquatic vegetation.

Lot, corner: A lot situated at the intersection of two (2) streets, the interior angle of such intersection not exceeding 135 degrees. <u>An intersecting access easement shall not establish</u>
 any property as a corner lot.

400 Lot, double-frontage: A lot having two (2) or more of its non-adjoining property lines abutting upon a street or streets, <u>or ingress-egress easement</u> not including alleys. Lots having

402 <u>frontage on a natural water body, but not a canal or stormwater retention pond, shall be</u>
 <u>considered to be double-frontage lots.</u> A lot adjacent to an alley shall not be a double 404 <u>frontage lot.</u>

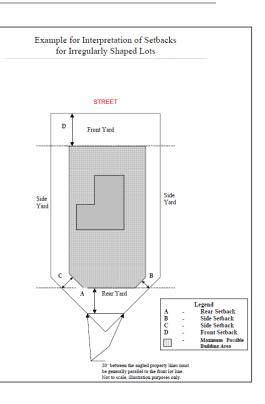
- 406 Lot <u>line</u>, front: The portion of a lot that abuts the street or road right-of-way <u>or ingress-</u> <u>egress easement</u>. In the case of a corner lot, this may be either frontage <u>both street frontages</u>
- 408 <u>shall be considered front lot lines.</u>

- 410 Lot line, rear: That lot line which is opposite to and most distant from the front lot line of the lot. In the case of
- 412 <u>an irregular, triangular, or tapering lot, a line twenty (20)</u> <u>feet in length, entirely within the lot, parallel to and at</u>
- 414 <u>the maximum possible distance from, the front lot line</u> <u>shall be considered to be the rear lot line (see diagram).</u>

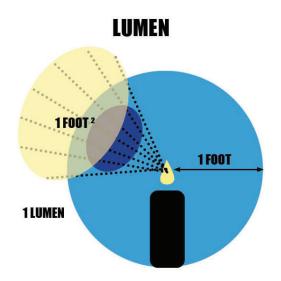
416

Lot line, side: Any lot line other than a front or rear lot

418 <u>line</u>.



420 <u>Lumen: A quantitative unit measuring the amount of light emitted by a lamp or luminaire.</u>



422 <u>Luminaire: A complete lighting unit consisting of the lamp or light source, fixture, and other</u> parts designed to distribute the light.

424

Luminance: The quantitative measure of brightness of a light source or an illuminated

426 <u>surface, equal to luminous intensity per unit area of the source or surface viewed from a</u> <u>given angle.</u>

428

Mass: The overall bulk, size, physical volume, or magnitude of a structure or project.

430

Mean sea level: The average height of the sea for all stages of the tide. It is used as a reference

- 432 for establishing various elevations within the floodplain. For purposes of Part<u>12, Chapter 30</u>, the term is synonymous with National Geodetic Vertical Datum (NGVD). North American
- 434 Vertical Datum. (NAVD)
- 436 MPO: Metropolitan Planning Organization.
- 438 MSBU: Municipal Services Benefit Unit.

440 MTAC: Municipal Technical Advisory Committee

442	Mobile food vendor. A vehicular food service establishment, which is self-propelled, or
	otherwise designed to be movable from place to place including, but not limited to, carts,
444	mobile kitchens, hot dog carts, trailers, and lunch trucks. The term may also apply to a food
	service establishment that operates at a fixed location for a period of time in conjunction
446	with a special event permitted in accordance with Section 30.1378(1). Persons selling fresh
	fruits, vegetables, or unprepared food from trucks, trailers or similar conveyances shall not
448	be considered mobile food vendors.
450	Nadir: In the lighting discipline, nadir is the angle pointing directly downward from the
	<u>luminaire, or 0°.</u>
452	
	National Geodetic Vertical Datum (NGVD): As corrected in 1929 is a vertical control used as a
454	reference for establishing varying elevations within the floodplain. Superseded by the North
	American Vertical Datum (NAVD) as corrected in 1988.
456	
	OCLC: On-line computer library center.
458	
	Opacity: For purposes of Chapter 30, Part 14 (, the degree of screening required between a
460	land use or development and an adjoining development, road, or vacant property.
462	Opaque Materials: Materials that light cannot pass through.
464	Open vista area: An area where views from the centerline of the right-of-way extend
	uninterrupted by natural vegetation or topography beyond the scenic corridor setback
466	established under this ordinance.
468	OUATS: Orlando Urban Transportation Study.

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470	Overspray: The water delivered beyond the landscaped area, wetting pavements, walks,
	structures, or other non-landscaped area.
472	
	PA: Planning area.
474	
	Pastoral open space: Pastoral open spaces are areas identified and maintained for present.
476	Resource based and passive recreation which are compatible with the areas natural
	resources may be present. Examples of pastoral open space areas may include federal,
478	state, or county parks and forests or other areas established for resource preservation.
480	PCD: Pounds per capita per day.
482	P.C.P. (permanent control point): A secondary, horizontal-control monument, according to
	Florida Statutes, Chapter 71-339, Page 3, Paragraph 13<u>.</u> 177.031 (13).
484	
	Personal truck: A truck intended for the private use of an individual and insured as a personal
486	vehicle.
488	Personal Services: An establishment engaged in providing individual services generally
	related to personal needs such as beauty and barber shops, spa services, shoe repair, nail
490	salons, and tailor shops. These uses may also include accessory retail sales of products
	related to the services provided.
492	
	Photometric plan: A diagram drawn to scale depicting the location of all light poles and
494	building-mounted light fixtures in a specific area and a numerical grid of the maintained
	lighting levels that the fixture will produce. All values must be at grade unless otherwise
496	<u>stipulated.</u>

498	Pick-up coach: A structure designed to be mounted on a truck chassis for use as a
	temporary dwelling for travel, recreation, and vacation.
500	
	Preserved trees: Trees that are designated to remain after construction and count toward
502	replacement requirements per Chapter 60.
504	Professional surveyor: A person licensed by the State of Florida as a professional surveyor
	and mapper pursuant to Chapter 472, Florida Statutes.
506	
	Proportional capacity: The percentage of permitted capacity of a water or sewer treatment
508	facilities which is dedicated to serving customers in other jurisdictions.
510	Protected tree: Any existing tree a with a minimum six inches (6") DBH on the approved
	plant species list or the Florida-Friendly Landscaping Guide Plant List for the Central Florida
512	Region and appropriate USDA Plant Hardiness Zone. Unless exempted, all of these trees are
	subject to a tree removal permit per Chapter 60.
514	
	Public Entrance: An access into a building that is accessible by pedestrians from a street, a
516	sidewalk or public walkway into the building interior.
518	Recessed Entry: An entry with an intermediate space created by location of the entry door
	offset further from the sidewalk than the remainder of the building façade.
520	
	Recharge characteristics: The capability of a property, prior to any alterations, to transmit
522	ground water based upon the elevation, slope, compaction and type of soils.
	Regional park: Regional parks are large, resource-based areas that serve two (2) or more

- 524 communities or counties and are usually located within an hour's driving distance of the residents they serve. A space allowance of twenty (20) acres per one thousand (1,000)
- 526 population is suggested. The park should serve a population of over one hundred thousand

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(100,000) and should range in size from a minimum of two hundred fifty (250) acres to as much as several thousand acres.

- 530 Reliever airport: An airport facility designated by the Federal Aviation Administration to supplement passenger traffic capacity of a primary passenger airport (Orlando International
- 532 Airport is Central Florida's primary facility. Central Florida Regional Airport is classified as a reliever airport.)

534

528

- Recreational Vehicle: Self-propelled or permanently towable by a light duty truck; and not
- 536 <u>for use as a permanent dwelling but as temporary living quarters for recreational camping,</u> <u>travel, or seasonal use.</u>

538

Replacement trees: Trees planted to replace existing trees as required by Section 60.9.

540 Reservoir area: An area not on the public right-of-way which is provided for the temporary use of vehicles waiting to enter or leave a vehicle-oriented service or an off-street parking

542 facility.

- 544 RRP: Rental Rehabilitation Program.
- 546 <u>Sag lens, convex lens, or drop-lens: A clear or prismatic refracting lens that extends below</u> the lowest opaque potion of the light fixture.

548

SC: Seminole County.

550

552

Scale: The relative size of a building when compared to other buildings, to its environment and to pedestrians.

554 SCOPA: Seminole County Port Authority.

556	Shielded fixture: A fixture constructed to have internal or external shields, top and side
	visors, hoods, or internal louvers to limit glare and light trespass caused by light emission
558	from the luminaire.
560	Self Storage Facility: Establishment primarily engaged in renting or leasing space for self-
	storage. These establishments provide secure space (i.e., rooms, compartments, lockers,
562	containers, or outdoor space) where clients can store and retrieve their goods.
564	Self Storage Facility, Limited Access: A self-storage facility consisting of one or more
	buildings with all storage bays accessed through interior hallways.
566	
	Self Storage Facility, Multiple Access: A self-storage facility with overall access to the site
568	restricted by a fence or perimeter wall, allowing direct vehicular access to storage bay doors
	from the exterior of any building.
570	
	Setback: The minimum distance within a yard by which any building or structure must be
572	separated from a street right-of-way or lot line, or edge of any recorded ingress-egress
	easement traversing the property, whichever lies closer to the building or structure.
574	
	Severely trimming: The cutting of branches and/or trunk of a tree in a manner which will
576	substantially reduce the overall size of the tree area to destroy the existing symmetrical
	appearance or natural shape of the tree. This includes trimming or cutting in a manner,
578	which results in the removal of main lateral branches leaving the trunk of the tree in a stub
	appearance.
580	
	SF: Single-family
582	
	Solar energy system: A device, array of devices, or structural design feature, the purpose of

584 which is to provide for generation or storage of electricity from sunlight, or the collection,

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storage and distribution of solar energy for space heating or cooling, daylight for interior

586 lighting, or water heating.

	• Building-integrated solar energy systems: A solar energy system that is an integral
588	part of a principal or accessory building, rather than a separate mechanical device,
	replacing or substituting for an architectural or structural component of the
590	building. Building-integrated systems include, but are not limited to, photovoltaic or
	hot water solar energy systems that are contained within roofing materials, windows,
592	skylights, and awnings.
	Floating solar energy systems: A solar energy system mounted on a rack that is
594	floating in a water body.
	• Ground mounted solar energy systems: A solar energy system mounted on a rack or
596	pole that rests on or is attached to the ground. Ground-mount systems can be either
	accessory or principal uses. (e.g. backyard solar panels, free-standing solar panels,
598	and ground-mount PV systems).
	Roof mounted solar energy systems: A solar energy system mounted on a rack that is
600	fastened to, ballasted, or adhered to a structure roof. Roof-mounted systems are
	accessory to the principal use.
602	
	Special act area: An area designated for special environmental protection by Florida Statute,
604	typically providing for procedures for review of local comprehensive plans land
	development regulations and certain development permits applicable to a protection area
606	delineated by the Act; and, other duties and requirements of county, regional and state
	agencies. The Wekiva Protection Act was the state's first such special act area within
608	Seminole County.

- 610 Special facilities: These facilities include boat ramps, canoe trails, roadway rest-stops and other recreational areas that are used for specific purposes.
- 612 Special transportation areas (STA's): Are compact geographic areas in which growth management considerations justify a lower minimum level of service standard than would

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Seminole County LDC Rewrite Chapter 2

- normally apply to some or all of the roads in such area. STAs may include all or portions of central business districts, outlying business districts, redevelopment areas, area wide or
 downtown developments of regional impact, regional activity centers, historical areas and state parts. STAs do not apply to entire cities or to strip development along individual state
 highway corridors. (FDOT definition)
 Specimen tree: A tree identified by the Planning Division Manager or the County Forester as being of outstanding mature size, excellent form and a healthy example of the species. Live
- 622 <u>oak, magnolia, bald cypress and longleaf pine trees twenty-four (24) inches DBH or greater.</u> Specimen trees shall also include Historic and Champion trees as defined in herein.
- 624

Spill-Light: Light that falls outside the property where the luminaire is located.

- 626 Standards: Seminole County water and sewer standards.
- 628 Standard housing: The term "standard housing" is defined as housing units being in good an inhabitable condition, not lacking complete plumbing facilities or heating facilities, or
- 630 being overcrowded with more than 1.01 person per room.
- 632 Strip commercial: Strip commercial development is freestanding commercial development along a road as opposed to being concentrated at major intersections. Strip commercial is
- 634 characterized by:

(1) Relatively small and narrow parcels (lot depths of approximately three hundred (300)

636 feet or less); or,

(2) Frequent curb cuts, lack of coordinated access such as cross access drives or joint use

638 driveways; or

(3) Lack of coordinated parking, between commercial uses.

640 Subcanopy tree: A self-supporting woody plant typically having a maximum height at maturity of no more than twenty (20) feet, planted primarily for its screening purposes.

- 642 Submerged vegetation: The vegetation that is rooted under water and whose structural parts are also under water.
- 644 Substandard housing: The term "substandard housing" is defined as housing units being in dilapidated condition, lacking complete plumbing facilities, lacking heating facilities, and/or
- 646 being overcrowded with more than 1.01 person per room. For purposes of the plan, substandard housing requiring "substantial rehabilitation," as defined by 24 CFR Part 92.2,
- 648 in order to meet U. S. Department of Housing and Urban Development Minimum Housing

650 Quality Standards, shall be considered dilapidated and shall be considered for demolition.

652 Surveyor: Professional surveyor-registered <u>licensed</u> in the State of Florida.

654 TAC: Technical advisory committee.

- To plat: In whatever tense used, "to plat" shall mean to divide or subdivide land into lots, blocks, tracts, sites, streets, rights-of-way, easements, or other divisions, however designated,
- and the recording of the plat in the office of the Clerk of the Circuit Court of Seminole County, in the manner authorized by Chapter 65-2274 <u>177 part 1</u>, Laws of Florida, and other laws
- regulating the platting of land in Seminole County, Florida.
- 662 Transitional area: The area within a high intensity planned development area intended to be a multi-functional use district designed to buffer the higher intensity of use found in
- 664 designated core areas. An area intended to act as a buffer between a lower intensity use and a higher intensity use, which has an intensity compatible to both uses.

666

Transparency: The amount of clear glass on a building wall, particularly on the front façade

- 668 of a store or other building accessible from a sidewalk or public walkway. Transitioning incorporated area: An area projected to become part of a city outside an
- 670 existing urbanized area within the next ten (10) to twenty (20) years. (FDOT definition)

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Transitioning urbanized area: An area which is projected to become part of an existing

- 672 urbanized area within the next twenty (20) years. (FDOT definition)
- 674 Tree: Any living, self-supporting, perennial plant which has a trunk diameter of at least three (3) inches measured three (3) feet above grade (at the base of the tree) and normally
- 676 grows to a minimum overall height of fifteen (15) feet. <u>Any living, woody self-supporting</u> perennial plant which normally grows to a minimum height of fifteen (15) feet.

678

Trees, stand of: A naturally occurring grouping of five (5) or more trees forming a canopy of vegetation which results in a single unified drip-line.

- 682 <u>Understory tree: A species of tree which normally grows to a mature height between fifteen</u> (15) and thirty-nine (39) feet.
- 684

Urban subdivision: A subdivision which creates lots under five (5) acres in size and complies

- 686 with the requirements of the urban subdivision regulations.
- 688 Utilitarian/urban open space: Utility open spaces are areas generally unsuited for development which may present a public safety or health hazard. These areas include
- 690 floodplains, wetlands, water bodies, areas of poor soils, retention and detention drainage areas. Properly designed non-structural and landscaped retention areas may serve as an
- 692 open space amenity.
- 694 <u>USDA Plant Hardiness Zone: Standard by which growers can determine which plants are</u> <u>most likely to thrive at a location.</u>

696

Volume: Occupied space measured in cubic units.

698

Water detention structure, water management structure: A facility which provides for

- 700 storage of stormwater runoff and the controlled release of such runoff during and after a flood or storm.
- 702

Window, bay: A large window (or series of windows) projecting from the outer wall of a
 building and forming additional space in the interior.

- 706 Workshop: The term "workshop" means a meeting which usually involves staff level review of the subject material and may not necessarily involve general public involvement.
- 708 Workshops are used to revise proposed material pursuant to, or in preparation for, public hearings/meetings.
- 710

Yard area: An open space on the same lot with a building <u>a developed lot or parcel</u>, said

- 712 space being unoccupied and unobstructed from the ground upward, with the exception of trees and other natural vegetation.
- 714

716

Yard, waterfront: A waterfront yard is a yard required on waterfront property with depth measured from mean-high-water line.

Yard, front:

(a) A front yard is a yard extended between side lot lines across the front of a lot adjoining a street. In cases of through double frontage lots: unless the prevailing
front yard pattern on adjoining lots indicates otherwise, front yards shall be provided on all frontages. Where one (1) of the front yards that would normally be
required on a through double frontage lot is not in keeping with the prevailing yard pattern, the land development administrator Planning Manager may waive the
requirement for the normal front yard and substitute therefor a special yard requirement which shall not exceed the average of the yards provided on adjacent
lots.

728 Yard, rear:

(a) A yard extending across the rear of the lot between inner side yard lines. In the case of

- through <u>double-frontage</u> lots, there will be no rear yards, but only front and side yards.
 (b) Depth of a required rear yard shall be measured in such a manner that the yard established
- 732 is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line from the structure to the rear property line as defined under the term
- 734 <u>"lot line, rear" in this Section.</u>
- 736 Yard, side:

738

- (a) A side yard is a yard extending from the interior (rear) line of the required front yard to the rear lot line, or, in the absence of any clearly defined rear lot line, to the point on the lot farthest from the intersection of the lot line involved with the public street. In the case of through double-frontage lots, side yards shall extend from the rear lines
- of front yards required. In the case of corner lots, yards remaining after front yardshave been established on both frontages shall be considered side yards.

Chapter 5 – Administration

CHAPTER 5 ADMINISTRATION

 Section 3. Amendments to Chapter 5, Administration. Chapter 5 of the Land
 Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

6 Sec. 5.12. - Development Review Committee.

2

- (a) Establishment and purpose. There is hereby established a Development Review
- 8 Committee which shall be responsible for the enforcement of the reviewing proposed developments for technical compliance with provisions of this Land Development Code
- 10 and other applicable rules and regulations.

(b) Composition of committee. The Development Review Committee shall be composed as

- 12 defined in Chapter 2 of this Code. The Deputy County Manager responsible for Community Services Departments <u>Development Services Director</u> or his or her
- 14 designated alternate shall chair the Development Review Committee. <u>Each member is</u> <u>charged with reviewing development plans for technical compliance with the Land</u>
- 16 <u>Development Code and other applicable rules and regulations as it relates to their</u> specific discipline or area of expertise and providing comments to the Applicant. Except
- 18 <u>for development applications that require approval by a Board as required by law or</u> <u>stated elsewhere in this Land Development Code, the Chair of the Development Review</u>
- 20 <u>Committee has the final authority for approving or denying any development application</u> <u>that requires review by the Development Review Committee.</u>
- 22 (c) Duties and responsibilities.
 - (1) Reviewing all rezoning applications;
- 24 (2) Reviewing all proposed subdivision plats;
 - (3) Reviewing conceptual Special Exception Site Plans, as needed;
- (4) Reviewing all site plans as required in this Land Development Code exceeding twenty five hundred (2,500) square feet of building and paving, excluding those for single-
- 28 family/duplex dwelling structures;
 - (5) Reviewing all proposed specific amendments to the Comprehensive Plan;

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- (6) Preparing and reviewing proposed changes to land development ordinances; and
- 2 (7) Providing information and analysis to applicants, review boards, and the Board of County Commissioners prior to meetings and public hearings.

4 (d) Meetings.

- (1) The Development Review Committee shall meet at least monthly and more often as
- 6 necessary.
 - (2) An agenda shall be prepared and distributed to each member prior to each meeting.
- 8 (3) All applicants having requests reviewed by the Development Review Committee will be provided an agenda and invited to attend and participate in the meeting.

10 Sec. 5.13. - Coordinator of development review.

(a) Appointment and purpose. The Board of County Commissioners shall appoint a

- 12 coordinator of development review who shall be responsible for the coordination and the enforcement of the provisions of this Land Development Code.
- 14 (b) Duties and responsibilities. The duties and responsibilities of the coordinator of development review shall include:
- 16 (1) Receiving applications for a development order, reviewing the same for completeness and sending them to applicable members of the Development Review Committee.
- (2) Processing all applications for a development order to insure compliance with
 <u>Chapter 20</u> of this Land Development Code and issuing development orders for all
- applications that do not require approval of the Board of County Commissioners.
 (3) Presenting applicable applications for development orders to the Board of County
- 22 Commissioners.

(4) Issuing those development orders that have been directed by the Board of County

24 Commissioners.

26

Chapter 30 - Zoning Regulations

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46 PART 1 INTERPRETATION AND APPLICATION:

1.1 Interpretation and Application – Sec 30.1

48 PART 2 ESTABLISHMENT OF DISTRICTS

2.1 Establishment of Districts (Abbreviations)

In order to classify, regulate, and restrict the uses of land, water, buildings, and structures; to regulate and restrict the height and bulk of buildings; to regulate the area of yards, courts, and other open spaces between buildings, and to regulate the intensity of land use, all the unincorporated area of Seminole County, Florida, is
 classified into one of the following districts:

A-1	Agriculture District
A-3	Rural 3 District
A-5	Rural 5 District
A-10	Rural 10 District
RC-1	Country Homes District
R-1	Single-Family Dwelling District
R-1B	Single-Family Dwelling District
R-1BB	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District

R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
PD	Planned Development District
UC	University Community District
PL1 <u>I</u>	Public Lands and Institutions
RP	Residential Professional District
OP	Office District
CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail <u>General</u> Commercial District
C-3	General Heavy Commercial and Wholesale Industrial District
CS	Convenience Commercial District
MM	Missing Middle District
MUCD	Mixed Use Corridor District
M-1A	Very Light Industrial District
1	1

M-1	Industrial District
M-2	M-2 Impact-General Heavy Industrial Zoning Classification District

2.2 Groupings and definition of groupings

56

a) Where the phrases "all residential districts," "residential districts," "zoned residentially," or "residentially zoned," or similar phrases, are used in these zoning regulations, the phrases shall be construed to include the following districts<u>*</u>:

regulation	s, the phrases shall be constitued to include the fo
R-1	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District
R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
PD	Planned Development District

RP	Residential Professional District
MM	Missing Middle District

* The phrases shall also be construed to apply to the RC-1 (Country Homes), A-1

60 (Agriculture), A-3, A-5, and A-10 (Rural) Districts on issues related to administrative setback variances approved by the Planning Manager under Section 3.5 and truck parking in

62 residential districts pursuant to Section 9.4 on property which is primarily residential, and has not been assigned an Agricultural Tax Classification under section 193.461, Florida

64 <u>Statutes.</u>

66

b) Where the phrases "Commercial District," "zoned commercially," "commercially zoned," "commercial zoning," or similar phrases, are used in these Zoning Regulations, the phrases shall be construed to include:

CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail General Commercial District
CS	Convenience Commercial District
MUCD	Mixed-Use Corridor District
PD	Planned Development

68

70

c) Where the phrases "industrial districts," "zoned industrially," "industrially zoned," "industrial zoning," or similar phrases, are used in these Zoning Regulations, the phrases shall be construed to include:

C-3	General Heavy Commercial and Wholesale Very LightIndustrial District
M-1A	Very Light Industrial District
M-1	Industrial District

		M-2	M-2 Impact-General <u>Heavy</u> Industrial Zoning Classification <u>District</u>
72	2.3	Districts	shown on maps – Sec 30.23
	2.4	Official Z	oning Atlas – Sec 30.24
74	2.5	Interpret	ation of district boundaries – Sec 30.25
	2.6	Applicati	on of zoning classification regulations – Sec 30.26

76 PART 3 ADMINISTRATION

3.1 Planning and Zoning Commission – SEC 30.41

- 3.1.1 The Board of County Commissioners of Seminole County shall appoint a commission of seven (7) qualified electors of Seminole County to be known as the Planning and
 Zoning Commission. Said members shall be appointed for four (4) year terms and not more than a minority of the terms of such members shall expire in any one (1) year.
- 3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed
 changes may be recommended by the Planning and Zoning Commission.
 Additionally, any owner of affected property may make application for a change in
 the property's zoning classification on a form prescribed by the current planning office; provided, however, that the applicant shall assume all of the costs of any
 public hearings and all other costs incidental to the holding of a public hearing and the application.
- 3.1.3 The Planning and Zoning Commission, regardless of the source of the proposal for change, shall hold a public hearing or hearings thereon, with due public notice, to consider the proposed change and submit in writing its recommendations on the proposed change to the Board of County Commissioners for official action.
- 3.1.4 The Planning and Zoning Commission shall also constitute the County's land planning agency in accordance with <u>Chapter 7</u> and have the duties and
 responsibilities set forth therein.
 - 3.1.5 Special exceptions.
- a) The Planning and Zoning Commission shall hold a public hearing or hearing to consider a proposed special exception and submit in writing its recommendations on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards to the Board of County
 Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested:
- Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area; and
- 1082. Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and
- 110 3. Is consistent with the County's comprehensive plan; and
 - 4. Will not adversely affect the public interest; and

112	5. Meets any special exception criteria described in Additional Use Standards; and
114	6. Meets the following additional requirements if located in the applicable zone:
116	 a) If located in A-10, A-5, A-3, or A-1: i. Is consistent with the general zoning plan of the rural zoning classifications; and
118	ii. Is not highly intensive in nature; and
	iii. Is compatible with the concept of low-density rural land use; and
120	 iv. Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services.
122	b) If located in OP
104	i. Is consistent with the general zoning category and plan of the OP
124	Office District.
126	 Is compatible with the concept of low intensity of land usage and site coverage.
100	iii. Has access (where applicable) to urban services, such as, <u>sewer sewage,</u>
128	water, police, fire, and related services.
130	iv. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation)
132	variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading.
134	c)If located in RP:
136	i. Is not detrimental to the character of the area or neighborhood or inconsistent with the trends of development in the area; and.
138	ii. Is not incompatible with the concept of low intensity of land usage and site coverage; and
140	iii. Does not have an unduly adverse effect on existing traffic patterns, movements, and intensity.

	b) Conditions on special exceptions. In granting any special exception, the Planning
142	and Zoning Commission may recommend and the Board of County Commissioners
	of may prescribe appropriate conditions and safeguards. Violation of such
144	conditions and safeguards . when made a part of the terms under which the special
	exception is granted, shall be deemed a violation of this Chapter. The Planning and
146	Zoning Commission may recommend and the Board of County Commissioners
	may prescrib ed a reasonable time limit within which the action for which the
148	special exception Θ r is required shall be begun or completed, or both.
	c) Application for special exception. An applicant for a special exception shall file
150	with the Planning & Development Division a written application accompanied by
	payment of the appropriate fees, and a conceptual plan. For applications within
152	the OP zoning district the The conceptual plan should include: the following A a
	simple development plan drawn to an appropriate scale indicating the legal
154	description, lot area, site dimensions, right-of-way location and width, tentative
	parking areas and number of parking spaces, proposed building location and
156	setbacks from lot lines, total floor area proposed for building, proposed points of
	access with tentative dimensions, locations of identification signs not on building,
158	proposed location of existing easements, location of existing trees on-site and
	their common name, number of trees to be removed and retained as required by
160	Seminole County Arbor Regulations, and a general plan for proposed landscaping.

3.2 Planning Manager – SEC 30.42

A Planning and Development Division Manager, herein after referred to as the 162 3.2.1 Planning Manager, shall be designated by the County Manager as the administrative official to direct the activities of the planning office or its successor, to furnish 164 information and assistance to the Planning and Zoning Commission, to the Board of 166 County Commissioners, and to enforce the provisions of the zoning regulations. 3.2.2 It is the intent of these land development regulations that questions of interpretation 168 and enforcement shall first be presented to the Planning Manager that such questions shall be presented to the Board of Adjustment only on appeal. The Planning Manager shall have the power to grant an application for a setback 170 3.2.3 variance in residential zoning classifications when the variance requested is equal to 172 or less than ten percent (10%) of the required setback requirement; provided, however, that only one (1) variance on a property may be granted under this 174 procedure. If the Planning Manager denies an application for a variance, such denial may be appealed to the Board of Adjustment in accordance with the provisions of 176 Section 3.3 3.3 Board of Adjustment - SEC 30.43 178 3.4 Public notice – SEC 30.44 3.5 Community Meeting procedure - SEC 30.49 3.6 Time limit – SEC 30.45 180 3.7 Successive applications for rezoning and special exceptions - SEC 30.46 Assignment of duties – SEC 30.47 182 3.8 3.9 Interpretation of Code – SEC 30.48 184 3.10 Nonconforming uses – SEC 30.1348 (PART 70) 3.10.1 In General 186 a) A nonconforming building may be maintained and repairs and alterations may be made, except that, in a building which is nonconforming as to use regulations, no 188 structural alterations shall be made except those required by law. Repairs such as plumbing or the changing of partitions or other interior alterations are permitted. 190 b) Buildings or structures or uses of land which are nonconforming shall not be extended or enlarged. 192 c) When a nonconforming use of land has been discontinued for 180 days or longer, its future use shall revert to the uses permitted in the district in which said land is located. 194

196 198	d) A nonconforming building or structure, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, fire, explosion, earthquake, war, riot, or <u>force majeure</u> act of God , may shall not be reconstructed or restored for the same use <u>except</u> in compliance with the regulations of this section <u>all applicable provisions of the Code</u> .
200	3.10.2 Nonconforming mobile homes in Agricultural Zones
	a) The following shall be exempt from the minimum lot requirements of this article:
202 204	 Any mobile home or recreational vehicle park within the A-10, A-5 or A-3 Rural District which had received zoning approval prior to September 11, 1991 for the rental of mobile home spaces shall be allowed to continue; provided,
204	however, that such mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan for development.
208	 Construction on existing, legally created, lots or parcels of record platted or recorded prior to September 11, 1991, which were legally buildable as of that date.
210	b) Any mobile home park within the A-1 Agriculture District which has been legally established as a special exception under heretofore existing A-1 Zoning
212 214	Classification for the rental of mobile home spaces shall be allowed to continue; however, said mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan of development.
	3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1.
216	a) All mobile or manufactured homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a
218	nonconforming use in accordance with Section 3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null
220	and void unless specifically related to protecting the health, safety, and welfare of the occupancy.
222	b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole
224	County Code.
226	c) Existing mobile or manufactured homes may be replaced with a manufactured home of not greater than two (2) times the original floor area without a special exception if the home has remained vacant for less than 180 days. If the home has
228	been vacant for 180 days or more, replacement of such home shall require a
230	special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception. Page 50 of 303

232	(d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 6.4.4.
	3.10.4	Non-conforming lots in Agricultural Zones
234		Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser
236		and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the
238		size shown in both the appraiser's records and on the original plat.
	3.10	Administrative waiver of lot size and lot width zoning requirements – SEC 30.27
240	3.11	Requirements for an administrative waiver – SEC 30.25
	3.12	Rezoning to more restrictive included district – SEC. 30.1358
242	3.13	Procedures for determining net residential density – SEC. 30.1359

PART 4 ZONING DISTRICT STANDARDS

244	4.1	General Requirements.
246		a) No building, structure, land, or water shall be used or occupied and no building, structure or part thereof shall be erected, constructed, reconstructed, located, moved, or structurally altered except in conformity with the standards for the
248		Zoning District in which it is located and any other applicable regulations of this Code including but not limited to:
250		1. Development Standards, Part 7
		2. Parking and Loading Regulations, Part 11
252		3. Landscaping, Screening, Buffering, Part 14
254		b) <u>Except as otherwise provided, uses are permitted in accordance with Permitted</u> <u>Uses, Part 5</u>
		c) The following Zoning Districts are subject to Performance Standards Part 16:
256		1. All Commercial Zones
		2. All Industrial Zones
258	4.2	A-10, A-5, And A-3 Rural Zoning Classification District/Rural Subdivision Standards
	4.2.1	Zone Description:
260		The lands included in the A-10, A-5 and A-3 Rural Districts are generally located in the rural areas of the County where urban services are minimal or nonexistent. While
262		these lands may be currently in agricultural use, when developed, they are devoted to rural residential living. Depending upon the land use designation assigned to a parcel
264		by the 1991 Seminole County Comprehensive Plan, the minimum lot size shall be either three (3) acres, five (5) acres or ten (10) acres unless otherwise permitted in the
266		provisions of this part relating to clustering. The properties that are assigned these zoning classifications are the respective properties assigned the Rural 10, Rural 5 and
268		Rural 3 land use designations and these zoning classification assignments are accomplished consistent with and in order to implement the provisions of the
270		Seminole County Comprehensive Plan.
	4.2.2	Subdivision Standards:

272 Subdivision within the A-10, A-5 and A-3 Rural Districts shall only occur in accordance with the Rural Subdivision Standards in Section 35.72.

274 4.2.3 Optional cluster provisions

- a) The purpose of these optional cluster provisions is to preserve open space along 276 roadway corridors, preserve open space in rural residential areas, preserve natural amenity areas, enhance the rural character of the area and ensure that 278 development along the roadway corridors improves or protects the visual character of the corridor. Developers or property owners may elect to cluster 280 development in the A-10, A-5 and A-3 zoning Districts provided that the area not devoted to development shall be preserved through a perpetual open space 282 easement. Cluster developments should be located on the property so as to minimize incompatibility with neighboring lower density developments where 284 homes are not clustered. The approval for clustering shall be granted during the platting process and must meet the following conditions: 286 b) An application to plat the property shall include a specific development plan for the entire site which includes both the specific locations of lots on-site and that identifies all remaining open space not platted as a lot that is to be included in the 288 open space easement. A development order will be recorded with the final plat 290 specifying that this open space easement shall be perpetually restricted to open space and may be utilized for active agricultural use including, but not limited to, 292 citrus or other fruit or vegetable crops, grazing and pasturing of animals and, in some cases, silviculture. 294 c) All platted lots must contain, at a minimum, one (1) net acre of buildable land and have a minimum width at the building line of 100 feet. 296 d) In the A-3 zoning District, the overall net density of the project, including the land contained in the open space easement, shall not exceed one (1) dwelling unit per three (3) net buildable acres. 298 e) In the A-5 zoning District, the overall net density of the project, including the land 300 contained in the open space easement, shall not exceed one (1) dwelling unit per five (5) net buildable acres. 302 f) In the A-10 zoning District, the overall net density of the project of one (1) dwelling unit per ten (10) net buildable acres may be increased up to one (1) dwelling unit 304 per five (5) net buildable acres by utilizing the clustering provisions provided herein. The density bonus may be awarded based on the amount of buildable land
- preserved as open space. Each project would be authorized a total of two (2)
 dwelling units for each eight (8) buildable acres of land that would be preserved
 under an open space agreement.

- g) All remaining open space shall be preserved in perpetuity through the use of an
 open space easement. The easement shall be in such form as is deemed
 acceptable by the County Attorney and shall be recorded for the entire property
 which is subject to development including both the residential lots and the
 remaining open space. Such perpetually restricted open space may be in active
 agricultural use including, but not limited to, citrus or other fruit crops, grazing
 and pasturing of animals and silviculture, but only as set forth in the open space
 easement.
 - 4.3 A-1 Agriculture

318 4.3.1 Zone Description:

The lands included within the A-1 Agricultural District are often characterized as being located in areas of the County where urban services are minimal or nonexistent. The A-1 classification is also present in the majority of future land use designations established under the Seminole County Comprehensive Plan. These lands may have access to a full range of urban services and are potentially appropriate for reclassification to greater development densities and intensities, as determined by the Comprehensive Plan.

- Properties developed under the A-1 classification are devoted to a wide range of residential and non-residential development types, including agricultural uses and detached single-family dwellings. A-1 is not classified as a residential zoning district under Section 30.22.
- 330 4.4 RC-1 Country Homes District

4.4.1 Zone Description:

332 This District comprises certain land, water, and structures having a light density of development; it is single-family residential in character and has open space where 334 similar development is expected to occur. Sites are so planned that the greatest utilization of the land may be made for country living without many of the 336 undesirable features of a purely agriculture district.

4.5 R-1, R-1B, AND R-1BB Single-Family Dwelling Districts

- 338 4.5.1 Zone Description:
- These Districts are composed of certain lands, water, and structures having a low and medium density of development and predominantly single-family in character. Due to the higher-than-average concentration of persons and vehicles, these Districts are

- 342 situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets.
- 4.6 R-1AAAA, R-1AAA, R-1AA and R-1A Single-Family Dwelling District
 - 4.6.1 Zone Description:
- These Districts comprise certain lands, water, and structures having a low density of development; they are single-family residential in character and have additional open
 space where it is desirable and likely that such similar development will occur and continue. Uses are limited primarily to single-family dwellings and such
 nonresidential uses as are intended to provide service to the immediate and adjacent areas.
- 352 4.7 R-2 One and Two-Family Dwelling District
 - 4.7.1 Zone Description:
- This District is composed of certain limited areas where it is desirable, because of an established trend, to recognize a more intensive form of residential use than in the single-family districts. Provision is made for the erection of duplex dwelling structures but no multiple-dwelling structures.
- 358 4.8 R-3 and R-3A Multiple-Family Dwelling Districts
 - 4.8.1 Zone Description:
- These Districts are composed of certain medium- to high-density residential areas, plus open areas, where it is likely and desirable to extend such type of development.
 Due to the higher-than-average concentration of persons and vehicles, these districts are situated where they are well serviced by public and commercial services and have
- 364 convenient access to thoroughfares or collector streets.
 - 4.8.2 Density regulations.
- a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed:
- A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or
- 3702. A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District.

4.8.3 R3, R3-A - General Provisions and Exceptions – SEC 30.250

374	a) Development plan drawn to an appropriate scale indicating the legal description,
376	lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot
	lines, total floor area proposed for building, proposed points of access with
378	tentative dimensions, locations of identification signs not on building, proposed
	location of existing easements, location of existing trees on-site and their
380	<u>common name, number of trees to be removed and retained as required by</u>
	Seminole County Arbor Regulations, and a general plan for proposed landscaping
382	shall be submitted along with application for rezoning. Any change in
	development plans must be resubmitted to the Planning and Zoning Commission
384	for recommendation and the Board of County Commissioners for approval prior
	to issuance of any building permit <u>site plan approval</u> .
386	b) Accessory uses may be located at the edge of the complex to serve residents
	provided that they are clearly subordinate and ancillary to the primary use. shall
388	be designed exclusively for the use of the complex residents and shall, except for
	carports and/or garages, be located within the complex and not on the perimeter.
390	c) Personal services uses, designed primarily for the occupants of the complex, such
	as, nursery schools <u>day care centers</u> , beauty and barber shops, and health clubs,
392	may be approved for the complex at time of zoning <u>approval</u> . However, such uses
	shall be limited to complexes of one hundred (100) or more units and shall not be
394	permitted until fifty (50) percent or more of the dwelling units are completed. Any
	uses other than those approved at <u>the time of </u> zoning <u>approval</u> , must be
396	approved by the Board of Adjustment <u>Planning</u> and Zoning .
	d) Recreation and open space comprising no less than twenty-five (25) percent of the
398	gross land area, exclusive of the perimeter buffer, shall be set aside for usable
	recreation and open space.
400	e) Within condominium projects, deed covenants shall be required to insure the
	maintenance and upkeep of areas and facilities retained in common ownership in
402	order to provide a safe, healthful, and attractive living environment and to
	prevent the occurrence of blight and deterioration of the individual units within
404	the complex.
	f) Prior to the issuance of building permits, a complete site plan of the project shall
406	be submitted to the land management office planning and development division
	for approval. Detailed site plan shall indicate: location of buildings, parking
408	spaces, driveways, streets, service areas, walkways, recreation facilities, open
	areas, and landscaping.
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- 410 g) Site and drainage stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits.
- 412 <u>h) If covered storage for vehicles is provided, garage doors may not face a public</u> <u>right-of-way.</u>
- 414 4.9 R-4 Multiple-Family Dwelling District
 - 4.9.1 Zone Description:
- This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story apartments and certain uses
 which are quasi-residential in character.
 - 4.9.2 Building site area regulations.
- 420

The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule:

Building Height	Maximum Lot Coverage
20 feet or less	30%
20.1 feet to 30 feet	28%
30.1 feet to 40 feet	26%
40.1 feet to 50 feet	24%
50.1 feet to 60 feet	22%

- 422 Accessory buildings shall maintain the same setback as the dwelling structures
 - 4.9.3 General provisions and exceptions.
- a) Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning
 Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any <u>site plan approval building permit</u>.
- 428 b) Site and drainage <u>stormwater</u> management plans shall be approved by the County Engineer prior to the issuance of any building permit.
- 430 <u>c) If covered and enclosed storage for vehicles is provided, garage doors may not</u> <u>face a public right-of-way.</u>
- 432 4.10 RM-1 Single-Family Mobile Home Residential District
 - 4.10.1 Zone Description:
- 434 This District is composed of certain areas where it is proposed that mobile homeowners may purchase lots and establish mobile home permanent residences on

436		those lots. Such districts shall be subdivided in accordance with all the amenities of any residential district.
438	4.10.2	General provision and exceptions.
440		a) Each parcel assigned the RM-1 zoning classification <u>shall not be</u> shall be not less than ten (10) acres in size.
442		b) A twenty-five (25) foot landscaped buffer strip shall be required and maintained between adjacent properties and the RM-1 Mobile Homes District and shall be planted with trees and shrubs so as to attain a solid landscape screen at least six
444 446		(6) feet high within eighteen (18) months after planting. The buffer area shall be considered to be in addition to the required lot area and shall be platted and utilized as greenbelt areas (easements) being part of any adjacent lots.
448		c) A setback of fifty (50) feet shall be provided from lot lines and any street right-of- way which borders the RM-1 Mobile Homes District. Except for access drives or streets, the required setback shall be landscaped with the twenty-five (25) feet
450		nearest to the individual lots intermittently planted with trees and shrubs in order to accomplish an effective barrier against road noise.
452		d) Any mobile home must be on a substantial foundation and firmly anchored in accordance with the Seminole County Mobile Home Tie-Down Regulations. All
454 456		such units shall have permanent skirting around the bottom in such manner as to prevent the accumulation of junk or debris from collecting under the mobile or modular home. Wheels shall be removed from all mobile homes.
458		e) <u>This zoning District may remain in place where designated on the official zoning</u> <u>map; however, no additional properties are to be assigned this zoning district.</u>
		f) Mobile home/manufactured housing siting standards. See Part 9, Chapter 30.
460	4.11	RM-2 Single-Family Mobile Home Park District
	4.11.1	Zone Description:
462		This District is composed of certain areas where it is proposed that mobile home sites shall be offered for rent for residential purposes only.
464	4.11.2	General provisions and exceptions.
466		a) At time of rezoning application, a development plan will be submitted showing the area and dimensions of the tract of land, the location of any structures, location of roads and drainage stormwater management structures, and location of sewer
468		and water plants.

470	b) Each mobile home park assigned the RM-2 zoning classification shall be not less than ten (10) acres in size.
472	c) A landscaped buffer strip, at least twenty-five (25) feet in depth, shall be required and maintained between adjacent properties and the RM-2 District and shall be planted with trees and shrubs so as to attain a solid landscape screen at least six
474	(6) feet high within eighteen (18) months after planting. Such buffer strip shall be considered to be in addition to the required mobile residence space and shall
476	remain clear of structures. In addition, no part of the buffer area shall be considered as providing part of a required recreation area.
478	d) Each mobile home park shall have ten (10) percent of the total area set aside for park purposes. Such area may have swimming pool, recreational building, and
480	recreational structures thereon. Restroom facilities for men and women shall be provided as required by the State Division <u>Department</u> of Health.
482	e) Each mobile home park shall provide an area and building housing laundry facilities available to the occupants of the park.
484	f) A mobile home park shall be subject to single ownership and no lots or trailer spaces may be sold individually.
486	g) Each mobile home park shall have fire hydrants no further than one thousand (1,000) feet apart.
488	h) Management shall be responsible for a minimum of twice-a-week garbage and trash collection. Covered containers shall be provided for such materials.
490	i) Streets in mobile home parks shall be adequately lighted with street lights at all intersections and not further than three hundred (300) feet apart.
492	j) No individual laundry facilities shall be permitted outside main laundry building, except where located in a mobile home or in a minimum-size eight (8) feet by ten
494	(10) feet utility building situated at <u>the</u> rear of <u>a</u> mobile home site.
	k) Mobile home/manufactured housing siting standards: Section 9.2.
496	I) No conventional housing permitted.
	m) Underground utilities shall be provided in all mobile home parks.
498	n) A setback of fifty (50) feet shall be provided between individual mobile residence spaces and any street right-of-way which borders the RM-2 District. Except for
500	access drives or street <u>s</u> , the entire fifty (50) feet shall be landscaped, with the twenty-five (25) feet nearest to the individual spaces intermittently planted with
502	trees and shrubs, in order to accomplish an effective barrier against road noise.

- o) Prior to issuance of any permits, complete plans, prepared by an engineer
 registered in the State of Florida, shall be submitted showing exact details of the mobile home park construction, including roadway construction details. All roads
 within such zone shall be a minimum of forty (40) feet in width with twenty-four (24) feet of paved surface required for collector streets and twenty (20) feet of paved surface required for local streets.
- p) <u>This zoning District may remain in place where designated on the official zoning</u>
 510 <u>map; however, no additional properties are to be assigned this zoning District.</u>
- q) Drainage Stormwater management aspects of all RM-2 Mobile Home Park Districts
 shall be approved by the County Engineer. An architect or engineer registered in the State of Florida shall design all buildings within the park area.
- 514 4.12 RM-3 Travel Trailer Park and Campsites

4.12.1 Zone Description:

- 516 This District is composed of certain areas where travel trailers and tent campsites are permitted for short periods of time. These areas are generally in less densely 518 populated locations and should have natural or man-made recreational facilities in the vicinity.
- 520 4.12.2 General provisions and exceptions.
- a) At the time of application for rezoning, a preliminary plan of development shall
 be submitted. After rezoning, no construction may commence until final
 development plans have been submitted and approved by the Planning and
 Zoning Commission and appropriate building permits issued.
- b) Access roads entering a travel trailer park shall, at the minimum, match the surface of the public road providing access to the park. If the public road is paved, the access road of a travel trailer park shall be paved for a distance of one hundred (100) feet into the park from all entrances and exits, and shall be at least twenty-four (24) feet in width. Travel trailer park roads which are not paved shall be hard-surfaced, well-drained, and all-weather stabilized (e.g., shell, marl, etc.). All road curves shall have a minimum turning radius of fifty (50) feet. All cul-de-sac shall have a maximum length of five hundred (500) feet and terminate in a turning circle having a minimum radius of fifty (50) feet.
- 534 c) Each travel trailer site shall have parking pads of marl, shell, paving, or other stabilized material.
- 536 d) All requirements of the State Department of Health regarding sanitary standards are applicable pursuant to Chapter 513, Florida Statutes (2001).

538 540 542		e) Travel trailer parking areas and campsites shall be maintained free of litter, rubbish, and other materials. Fires shall be made only in stoves, incinerators, and other equipment intended for such purposes. Firefighting and protection equipment shall be provided at appropriate locations within the park. All equipment shall be maintained in good operating condition and its location shall be adequately marked.
544 546		 f) In all travel trailer and camping parks, there shall be at least one (1) recreation area which shall be easily accessible from all travel trailer and camping sites. The size of such recreation areas shall be not less than twenty-five (25) percent, including buffer area, of the gross site land area.
548 550		g) In all travel trailer and camping parks, there shall be at least one (1) recreation area, which shall be not less than twenty-five (25) percent, including buffer area, of the gross site land area.
552		h) This zoning District may remain in place where designated on the official zoning <u>map; however, no additional properties are to be assigned this zoning District.</u>
	4.12.3	Site area regulations.
554		a) Each dependent travel trailer or tent camping site shall be not less than an average width of thirty (30) feet and fifteen hundred (1,500) square feet of area.
556		b) Each independent travel trailer site shall be not less than an average width of forty (40) feet and twenty-four hundred (2,400) square feet.
558	4.12.4	Fencing
560		The entire park, except for access and egress shall be enclosed with a fence or wall six (6) feet in height or by existing vegetation or screen planting adequate to conceal the park from view.
562	4.13 R	RP Residential Professional District
	4.13.1	Zone Description:
564		The intent of the RP Residential Professional District is to provide a district where existing residential dwelling structures can be utilized for office use and not adversely
566		affect adjacent property owners or traffic patterns. The District is generally found along collector roadways <u>roads</u> , or major <u>arterial</u> roads and transitional areas
568		identified in the <u>future</u> land use element of the comprehensive plan. It is further intended that this District would normally be utilized for the conversion of existing
570		structures. The development of vacant property for office use shall, at the minimum, comply with the lot size <u>and</u> setback, landscaping, and buffering requirements
572		contained in the OC OP Office District.

Restrictions and Conditions.

- 574 The Board of County Commissioners may place such restrictions and conditions on property being assigned the RP zoning classification as said Board shall, in its sound 576 discretion, deem necessary to protect the character of the area or neighborhood, the public investments in streets and roads or other public facilities, and the public 578 health, safety, and welfare. Restrictions or conditions imposed during approval may include, but not be limited to:
- 580 a) Operating hours.
 - b) Control of outdoor lighting.
- 582 c) <u>Buffer and landscaping requirements shall comply with Part 14 unless otherwise</u> <u>approved. In any case where the required buffer width exceeds a setback</u>
 584 <u>requirement noted in this Section, the greater standard shall apply.</u>
 - 4.13.2 Changes to approved special exception use.
- 586 Any substantial change to the approved site plan or any substantial change of use shall be reviewed by the Planning and Zoning Commission and approved by the 588 Board of County Commissioners.

4.13.3 Application for rezoning and site plan approval.

- a) For properties exceeding one (1) acre, at the time application is made for rezoning, a detailed site plan shall be submitted covering the total property to be rezoned.
 The site plan shall be drawn to sufficient scale (not smaller than one (1) inch to fifty (50) feet) and shall indicate:
- 594 1. Proposed use of property.
 - 2. Exact location of all buildings.
- 596 3. Areas to be designated for off-street parking.
 - 4. All means of ingress and egress.
- 598 5. All proposed screens, buffers, and landscaping
 - 6. Areas to be designated to stormwater management.
- b) The Board of County Commissioners shall not rezone to RP, or approve any special use, for any lot or parcel that does not have adequate area to provide the
 necessary parking requirements for the use intended.

4.13.4 Off-street parking requirements.

- 604 The off-street parking and landscaping requirements shall be determined by the Board of County Commissioners at the time of special exception approval.
- 606 Determination shall be based on the anticipated traffic generation of the use requested and the landscaping required to preserve and protect the residential 608 character of the area.

4.13.5 Lapse of approval.

- The approval of a special use and the associated site plan shall expire if a building permit or occupational license is not obtained within one (1) year of approval.
- 612 4.14 OP Office District

4.14.1 Zone Description:

- 614 The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary 616 land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby 618 residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend 620 with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic 622 impact on adjacent streets and thus enhance traffic movement. The District is most generally located on arterial or collector roadways.
- 624 4.14.2 Site plan approval.

At time of application for rezoning, a detailed site plan shall be submitted covering
 total property to be rezoned. Any substantial change to said site plan must be
 reviewed by the Planning and Zoning Commission and approved by the Board of
 County Commissioners, prior to issuance of a building permit.

- 4.15 CN Restricted Neighborhood Commercial District
- 630 4.15.1 Zone Description:

This District is designated to serve those areas in Seminole County that are
 predominantly residential in character, but which require some neighborhood service
 establishments and shops. Such commercial uses permitted in this District shall be
 highly restrictive and designed to serve primarily the residents of the immediate
 neighborhood.

636	4.15.2	Special restrictions.
638		a) No consumption of food or drink will be permitted on the premises of any business in this zone.
640		a) All parking areas and drives used by the public shall be paved graded, filled, and/or compacted to support the weight of vehicles using the site, as determined by the County Engineer. All drives and required ADA Accessible (handicapped)
642		spaces shall be paved.
644		b) Buffering and landscaping shall comply with Part 14. <u>In any case where the</u> required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.
646		c) Incandescent <u>L</u> ighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to
648		drivers on the highways and no red or green illumination will be permitted within one hundred (100) feet of any street intersection.
650 652		d) No advertising sign shall be higher than fourteen (14) feet at its highest point above grade and there shall be a nine (9) foot clearance to the bottom of the sign. No advertising sign shall be wider than eight (8) feet. Any variance shall be
		approved by the Board of Adjustment after public hearing.
654		e) No amplification of sound shall be permitted which will carry to outside areas.
656		f) No business operating upon property assigned the CN zoning classification shall operate other than between the hours of 7:00 a.m. and 11:00 p.m. If the building or use is adjacent to property assigned a residential zoning classification or land
658		use designation, the hours of operation may be limited by the Board of County Commissioners or voluntarily by the property owner or developer to between 7:00
660		a.m. and 9:00 p.m.
	4.16	CS Convenience Commercial District
662	4.16.1	Zone Description:
		This District is designated to serve those areas in Seminole County that are

664 predominantly residential in character but require <u>also provide opportunities for</u> 666 convenience or grocery stores. The uses in this District shall be highly restrictive and 666 designed to serve primarily the residents of the immediate neighborhood.

4.16.2 Special restrictions.

668	a) All parking areas and drives used by the public shall be paved <u>graded, filled,</u>
670	and/or compacted to support the weight of vehicles using the site, as determined by the County Engineer. All required drives and ADA Accessible (handicapped) spaces shall be paved with asphalt or concrete.
672	b) Buffering and landscaping shall comply with Part <u>14. In any case where the</u> required buffer width exceeds a setback requirement noted in this Section, the
674	greater standard shall apply.
676	c) Incandescent <u>L</u> ighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to drivers on the highways and no red or green illumination will be permitted within
678	one hundred (100) feet of any street intersection.
680	d) No advertising sign shall be higher than fourteen (14) feet at its highest point above grade and there shall be a nine (9) foot clearance to the bottom of the
682	sign. No advertising sign shall be wider than eight (8) feet. Any variance shall be approved by the Board of Adjustment after public hearing .
	e) No amplification of sound shall be permitted which will carry to outside areas.
684	f) No business located on property assigned the CS zoning classification shall operate other than between the hours of 7:00 a.m. and 11:00 p.m. If the building or use on
686	property assigned the CS zoning classification is adjacent to property assigned a residential zoning classification or land use designation, the hours of operation
688	may be limited by the Board of County Commissioners or voluntarily by the
	property owner or developer to between 7:00 a.m. and 9:00 p.m.
690	g) All trash receptacles shall be screened from off-premise view.
	4.17 C-1 Retail Commercial District
692	4.17.1 Zone Description:
694	This District is composed of lands and structures used primarily to provide for the retailing of commodities and furnishing selected services. The regulations with it intended is a permit and encourage a full development range of essential
696	commercial uses, <u>while</u> at the same time however, protecting nearby residential

properties-from any possible adverse effects of commercial activity. It is expected
 that most commercial uses in this district will occur as planned shopping centers.
 Multifamily units such as condominiums, apartments, and townhouses and above store "flat" housing <u>units</u> is are permitted to provide affordable housing in close
 proximity to employment centers. The provision of multifamily uses is limited to ten

 (10) twenty (20) percent of the total number of developable acres assigned the C-1 zoning classification net buildable area of any development site and forty-nine (49)
 percent of total floor area to preserve the commercial character of the District and to maintain adequate commercial uses to serve surrounding residential districts.

706 4.17.2 Building site area requirements.

Adequate space will be provided for off-street parking (segregated for commercial and residential uses), loading, and landscaping requirements. The floor area of permitted residential uses shall be incidental to commercial uses and shall not exceed fifty (50) percent of the commercial floor area. Residential floor areas will not be counted toward the floor area ratio calculation for the commercial use.

- 712 4.18 C-2 Retail General Commercial District
 - 4.18.1 Zone Description:
- This District is composed of lands and structures used primarily to provide services, supplies, and accommodations to the motorist. It is comprised of businesses that do not necessarily seek independent locations generally along major thoroughfares. Multifamily units such as condominiums, apartments, and townhouses, and above-store "flat" housing <u>units is are permitted to provide affordable</u> housing in close
- proximity to employment centers. The provision of multifamily is limited to ten (10)
 twenty (20) percent of the total number of developable acres assigned the C-2
- zoning classification net buildable area of any development site and forty-nine (49)
- 722 <u>percent of total floor area</u> to preserve the commercial character of the District and to maintain adequate commercial uses to serve surrounding residential districts.
- 724 4.18.2 Building site area requirements.
- Adequate space will be required for off-street parking (segregated for commercial and residential uses), loading, and landscaping requirements. The floor area of permitted residential uses will be incidental to commercial uses and shall not exceed fifty (50) percent of the commercial floor area, and residential floor areas will not be counted toward the floor area ratio calculation for the commercial use.
- 730 4.19 C-3 General <u>Heavy</u> Commercial and Wholesale <u>Industrial</u> District
 - 4.19.1 Zone Description:
- This district is composed of those lands and structures, which, by their use and location, are especially adapted to the business of wholesale distribution, storage and light manufacturing. These are large space users and bear little relationship to the

County's residential areas. Such lands are conveniently located to principal thoroughfares and railroads.

- 4.20 M-1A Very Light Industrial District
- 738 4.20.1 Zone Description:

736

This District is composed of lands so situated as to provide an area for very light,
 clean, industrial development. The purpose of this District is to encourage and
 develop industry of an exceptionally clean, non-objectionable type and to protect it
 from encroachment of smoke, fumes, vibration, or odors of any objectionable
 nature. <u>The M-1A zoning District includes those industrial uses that include</u>
 fabrication, manufacturing, assembly or processing of materials that are in refined
 form and that do not in their transformation create smoke, gas, odor, dust, noise,
 vibration of earth, soot, or lighting.

- 4.21 M-1 Industrial District
- 748 4.21.1 Zone Description:

This District is composed of lands so situated as to be well adapted to industrial
 development, but where proximity to residential or commercial districts makes it
 desirable to limit the manner and extent of industrial operations. The purpose of this
 District is to permit the normal operation of the majority of industrial uses under
 such conditions of operations as will protect abutting residential and commercial
 uses and adjacent industrial uses.

4.21.2 Enclosed buildings and outside storage.

All uses shall be maintained within an enclosed permanent building and any outside storage shall be in an area screened from view from adjacent property.

758 4.22 M-2 Impact-General <u>Heavy</u> Industrial Zoning Classification District

- 4.22.1 Zone Description:
- This District is composed of those lands and structures which have secondary impacts or by their use and location, are especially adapted to the business of wholesale
 distribution, storage, light manufacturing, sexually oriented and adult uses. These users should bear little relationship to the County's residential areas.
- 764 4.22.2 Appeals.
- Denials of development permits relating to the permitted uses set forth in <u>the Sec.</u>
 5.2 Permit Use Table Section 30.902(s) and (t) in this zoning classification may be appealed to the circuit court in and for Seminole County.

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- 768 4.22.3 Alcoholic beverage establishments.
 - a) The provisions relating to the M-2 zoning classification are supplemental to the land development regulations relating to alcoholic beverages establishments.
 - 4.23 Special Zones

- 4.23.1 <u>The following special zoning districts are accompanied by detailed standards which</u> <u>may include alternative subdivision and other standards. They are subject to the</u> standards provided in Part 8: Special Zoning Districts.
 - a) MUCD Mixed-Use Corridor District
- b) <u>MM Missing Middle District</u>
 - c) R-AH Affordable Housing Dwelling District/Subdivision Standards/Administration
- d) PD Planned Development
 - e) PLI Public Lands and Institutions
- 780 f) UC University Community District

782 PART 5 PERMITTED USES BY ZONING DISTRICT

5.1 <u>General Requirements</u>

- 5.1.1 <u>Table 5.2 specifies uses that are permitted, permitted on a limited basis, permitted by special exception, or prohibited in each zoning district. Numbers in parentheses refer to footnotes following the tables.</u>
- 788 Uses may be subject to additional standards or restrictions based on the applicable 788 zoning district or as described in:
 - a) Additional Use Standards, Part 6
 - b) Supplemental Regulations, Part 9
 - 5.1.2 Interpretation of Permitted Uses Table
- 792 a) Where permitted, uses are subject to all the provisions, conditions, and standards of this Code.
- b) <u>Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a permitted use within a zoning district, the Planning Manager may interpret the use as permitted. The Planning Manager may refer to the North American Industry Classification System (NAICS) for a use interpretation. The unlisted use is subject to any additional standards applicable to the similar permitted use.
 </u>
- c) <u>Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in</u>
 nature and impact to a permitted use, the use may only be permitted if submitted to the Planning and Zoning Commission for recommendation and approved by
 the Board of County Commissioners.
 - d) Where any cell is blank, the use is prohibited.
- e) Where a use or structure is described as accessory, this means the nature of the use is customarily incidental and subordinate to a primary use on the same lot or parcel. The accessory use may only be operated in conjunction with the primary use. The primary use or structure must be established first.
- 808 f) <u>P Permitted Uses:</u> Indicates the specific use is permitted in the specific zoning district.
- g) <u>L Limited Uses:</u>
- Certain uses may be allowed <u>when meeting specified conditions, and</u> after review
 by the Planning Manager, subject to the terms and conditions contained herein. The <u>Planning</u> Manager may impose additional conditions and limitations in
 furtherance of the public health, safety, and welfare.

h) <u>S - Special Exception</u>

- 816 The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required
- 818 by Section 3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board.
- 820 5.2 <u>Permitted Use Table & Footnotes</u>

See enclosed table.

822 5.3 <u>Use Consolidation</u>

824

- a) Detailed use categories have been consolidates as described in the Use <u>Consolidation Table.</u>
 - b) See enclosed table.

DRAFT - Seminole County Land Development Code (Permitted Uses) 3/17/2022	A-10, A-5, A-3	A-1	RC-1	R-1AAAA, R-1AAA, R- 1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3A	R-3	R-4	R-AH	WW	RM-1	RM-2	RM-3	RP	ОР	CN	cs	c.1	C-2	c-3	MUCD	M-1A	M-1	M-2
Residential and Lodging Uses		1	1 -	1 -			-	-	-	1	1	1	1	1	1 -			1	1					1		1		
Assisted living facility			S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	S ⁵	S ⁵			<u>S</u>			P ²⁹	P ²⁹		<u>s</u>			
Adult living facility										S	S	S							₽									
Bed and breakfast	S	S																_		\square			Р	Р	<u>P</u>			
Boarding house/ Dormitories	-									<u>S</u>	<u>S</u>	<u>S</u>								\vdash					<u>s</u>			
Campground / RV Park																	P	-		\vdash								
Community residential home (1-6 unrelated persons) Community residential home (7-14 unrelated persons)	₽ <u>L</u>	<u>₽ L</u>	₽ <u>L</u> S ⁵	₽ <u>L</u>	₽ <u>L</u>	<u> </u>	₽ <u>L</u>	₽ <u>L</u>	₽ <u>L</u>		<u>L</u>		<u>L</u>	<u>L</u>	₽ <u>L</u>	₽ <u>L</u>	Ŀ	-	Р	\vdash								
Dormitories	S⁵	S ⁵	S	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵		L	<u>L</u>	Ŀ	Ŀ						\vdash					<u> </u>			
Dwelling, multiple-family		<u> </u>								<u></u> Р	<u></u> Р	<u>§</u> P ⁴⁶						-		\vdash		P ²⁹	P ²⁹	Р²⁹	<u>5</u> P		р ²⁹	
Dwelling, two-family or duplex									Р	P	P	P	P	<u>L</u>						\vdash		P	P	μ.	<u>P</u>		μ.	
Dwelling, single-family	Р	Р	Р	Р	Р	Р	Р	Р	P	P	F		P	<u> </u>	Р			Р		\vdash								
Dwelling unit, accessory	P	<u>Р</u>		Р	<u>Р</u>	<u>Р</u>	<u>Р</u>	<u>Р</u>	F				F	<u> </u>	F			F		\vdash								
Guest cottage	<u> </u>	P	P	S	S	S	S	S	S																			
Dwelling unit, accessory for employee		·	·		<u> </u>	5		-	<u> </u>										S			<u>s</u>	<u>s</u>	<u>s</u>	<u>P</u>	<u>P</u>	<u>s</u>	
Farmworker housing	S	S															-		Ē	\square		<u> </u>	<u> </u>	<u> </u>	-	<u> </u>	<u> </u>	\square
Above-store or above-office flat	Ē	Ť	1																S ⁵⁶	\square		P	₽	₽				\square
Living quarters in conjunction with a commercial, occupied by- owner, operator or employee.																						Ş	Ś	ch.				
Living quarters for guards, custodians, and caretakers			P														<u>р</u> ²¹							S		₽	₽	₽
Group home, Other										S	S				₽										5			
Guest or tourist home ⁷	S					S	S	S	S																			
Hotels & motels (exc. Bed & breakfast)												₽ ⁴⁷				Р							Р	Р			Р	Р
Home Occupation	Р	Р	Р			Р	Р	Р	Р																			
Home Office	Р	Р		Р	Ρ	Ρ	Ρ	Р	Р				<u>P</u>															
Live-Work Unit														L											<u>P</u>			
Mobile homes	L	L													Р	Ρ	Р											
Manufactured home	₽	S																										
Transient parking of recreational vehicles, campers, etc.	L	L									S						Р											
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Public and Civic Uses																												
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Cemetery or mausoleum	<u>s</u>	S														<u> </u>												
Child-care facilities																												
Child-care facilities Family Day Care Home	<u>S</u> P	P	P	P	P	P	P	P	P	P	P	P	P	<u>Р</u>	P	P	P								P			
Child-care facilities Family Day Care Home Day Care Center			P	P	P	P S	P S	P S	P S	P	P	P	P <u>S</u>	<u>Р</u> <u>S</u>	P S	P	P		P			P	P	P	P <u>P</u>		P	P
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u>	P	P				S	S	S	S				<u>S</u>	<u>s</u>	S				-						<u>P</u>			
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u> <u>Neighborhood</u>	Р Р <u>S</u>	Р S <u>L</u>	<u><u>S</u></u>	<u><u>S</u></u>	<u><u>s</u></u>	S <u>S</u>	S <u>S</u>	S <u>S</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>s</u></u>	<u><u>s</u></u>	<u>s</u> <u>s</u>	<u>s</u> <u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>P</u>	<u><u>S</u></u>	<u>S</u>	Р Р	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>Р</u>
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u> <u>Neighborhood</u> <u>Community</u>	P	P				S	S	S	S				<u>S</u>	<u>s</u>	S				-	<u><u>S</u></u>	<u><u>S</u></u>	<u>Р</u> <u>L</u>	<u>P</u>		<u>P</u>			
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u> <u>Neighborhood</u> <u>Community</u> <u>Regional</u>	P <u>S</u> <u>S</u>	P S <u>L</u> S	<u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u> <u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u>			<u>Р</u> <u>L</u> <u>S</u>	<u>Р</u> <u>L</u> <u>S</u>	<u>P</u> <u>P</u> L	<u>P</u>		<u>P</u> <u>L</u>	<u>P</u> <u>L</u>
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u> <u>Neighborhood</u> <u>Community</u> <u>Regional</u> <u>Places of Worship</u>	Р Р <u>S</u>	Р S <u>L</u>	<u><u>S</u></u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>s</u></u>	<u><u>s</u></u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>P</u> <u>P</u>			<u>Р</u> <u>L</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>Р</u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u> P	<u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u>			<u>Р</u> <u>L</u> <u>S</u>	<u>Р</u> <u>L</u> <u>S</u>	<u>P</u> <u>P</u> L	<u>P</u>		<u>P</u> <u>L</u>	<u>P</u> <u>L</u>
Child-care facilities Family Day Care Home Day Care Center <u>Civic Assembly</u> <u>Neighborhood</u> <u>Community</u> <u>Regional</u> <u>Places of Worship</u>	P <u>S</u> <u>S</u>	P S <u>L</u> S	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>P</u> <u>P</u> <u>P</u>			<u>P</u> <u>L</u> <u>S</u>	<u>₽</u> <u>L</u> <u>₽</u>	<u>Р</u> <u>Р</u> <u>L</u>	<u>P</u>			
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u> P	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		P P P P S ³⁶	<u>s</u>	<u>S</u>				<u>P</u>			
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u> P	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		P P P P S ³⁶	<u>S</u>	<u>S</u> P	<u>P</u> <u>L</u> <u>S</u> P	<u>₽</u> <u>↓</u> <u>♀</u> ₽	<u>Р</u> <u>Р</u> <u></u> <u>Р</u> <u></u> Р	<u>P</u>			
Child-care facilities Family Day Care Home Day Care Center Civic Assembly <u>Neighborhood</u> <u>Community</u> <u>Regional</u> Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		P P P P S ³⁶	<u>S</u>	<u>S</u> P	<u>P</u> <u>L</u> <u>S</u> P	<u>₽</u> <u>↓</u> <u>♀</u> ₽	<u>Р</u> <u>Р</u> <u></u> <u>Р</u> <u></u> Р				
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u> P	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u> <u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		P P P P P P	<u>S</u>	<u>S</u> P	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р	<u>Р</u> <u>Р</u> <u>L</u> <u>Р</u> Р Р				<u>Р</u> <u>L</u> <u>Р</u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood <u>Community</u> Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u> <u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u></u> <u></u> <u></u>	<u>S</u> P P	<u>S</u> P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р S S	<u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р	·····································			<u>Р</u> <u>L</u> <u>Р</u> <u>Р</u> Р
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood <u>Community</u> Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u> <u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u></u> <u></u> <u></u>	<u>S</u> P P	<u>S</u> P P	<u>P</u> <u>L</u> <u>S</u> <u>P</u> P P S	P L S P P P S	<u>P</u> <u>L</u> <u>P</u> P P S		P		<u>Р</u> <u>L</u> <u>Р</u> <u>Р</u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Retail Pharmacy	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u> <u>S</u>	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u></u> <u></u> <u></u>	<u>S</u> P P	<u>S</u> P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р S S	<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р		P		<u>Р</u> <u>Ц</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Retail Pharmacy Pain management clinic	P <u>S</u> <u>S</u>	P S <u>L</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u>	<u>S</u> <u>S</u> S ⁸	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	S <u>S</u> <u>S</u>	<u>S</u>	<u>S</u>	<u>S</u> S S	<u>s</u> <u>s</u>	<u>s</u>	S <u>S</u>	<u><u>s</u></u>	<u><u>S</u></u>		<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>	<u>S</u> P P	<u>S</u> P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р <u>Р</u>	<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р	·····································	P		<u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Retail Pharmacy Pain management clinic Residential facility, nursing home or rehabilitation center	P <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u>	P S L <u>S</u> Δ <u>S</u> S S S S <td><u>S</u> <u>S</u></td> <td></td> <td>5 5 5 5 6 7 5 8 7 5 8 7 5 8 7 7 7 7 7 7 7 7 7 7 7</td> <td>S S S S S S S</td> <td>S S S S S</td> <td>S S S S S S</td> <td>S S S S S S S S S</td> <td><u>\$</u> <u>\$</u></td> <td><u>S</u> <u>S</u></td> <td><u>s</u> <u>s</u> <u>s</u> s</td> <td><u>s</u> <u>s</u></td> <td><u>s</u></td> <td>S S S C C C C C C C C C C C C C C C C C</td> <td></td> <td></td> <td>S</td> <td><u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р Р С С С С С С С С С С</td> <td><u>S</u> P P</td> <td><u>S</u> P P</td> <td><u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u></td> <td><u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р <u>Р</u></td> <td><u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р</td> <td></td> <td>P L</td> <td><u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u></td> <td><u>Р</u> <u>L</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u></td>	<u>S</u> <u>S</u>		5 5 5 5 6 7 5 8 7 5 8 7 5 8 7 7 7 7 7 7 7 7 7 7 7	S S S S S S S	S S S S S	S S S S S S	S S S S S S S S S	<u>\$</u> <u>\$</u>	<u>S</u> <u>S</u>	<u>s</u> <u>s</u> <u>s</u> s	<u>s</u> <u>s</u>	<u>s</u>	S S S C C C C C C C C C C C C C C C C C			S	<u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р Р С С С С С С С С С С	<u>S</u> P P	<u>S</u> P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р <u>Р</u>	<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р		P L	<u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>	<u>Р</u> <u>L</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u>
Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Retail Pharmacy Pain management clinic Residential facility, nursing home or rehabilitation center Parks or Open Areas Parks and Recreational Areas, Publicly Owned and Operated Recreational Facilities, Private	P <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u>	P S <u>S</u> <u>S</u> S S S S S 2 S 2 S 2 S 2 S 2 S 2 S 2 S				S S S S S S C C C C C C C C C C C C C C	s s s s s	S S S S	S S S S S S C C C C C C C C C C C C C C	<u>S</u>	<u>S</u>	<u>S</u> S S	<u>s</u> <u>s</u>	<u>s</u>	S S S C C C C C C C C C C C C C C C C C	<u><u>s</u></u>			<u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р Р С С С С С С С С С С	<u>S</u> P P	<u>S</u> P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>L</u> <u>S</u> <u>Р</u> Р Р Р <u>Р</u>	<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р		P L	<u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>	<u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>
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Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Residential facility, nursing home or rehabilitation center Parks or Open Areas Parks and Recreational Areas, Publicly Owned and Operated Recreational Facilities, Private Community Buildings, accessory Schools Free-standing Kindergarten and/or VPK program Elementary school, Public or private Middle school, Public or private	P <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u>	P S S P S S S S C S S C S C S C S C S C	S S S S S S S S S S S S S S S S S S S	<u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>P</u> <u>P</u>	<u>Σ</u> <u>S</u>	S S S S S S S S S S S S P P	S S S S S S S S S P P	S S S S S S S S S P P	S S S S S S S S S S S P P	<u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u>	<u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u>	<u>Σ</u> <u>Σ</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>P</u> <u>P</u>			S <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>P</u> <u>S</u> <u>P</u>	<u>S</u> <u>S</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u> <u>N</u>		S	P P P S ³⁶ P S ³⁶ P S ³⁶ P S ³⁶ P S ³⁶ P P S ³⁶ P	<u>S</u> P P P P C C C C C C C C C C C C C C C	<u>S</u> P P P	P L S P P P P P S S S S P P P P P P P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>C</u> <u>S</u> <u>S</u> <u>C</u> <u>C</u> <u>C</u> <u>C</u> <u>C</u> <u>C</u> <u>C</u> <u>C</u>	<u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р Р Р Р С С С	관 ····································	P L S ⁴³		<u>Р</u> <u>L</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u> <u>Р</u>
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Child-care facilities Family Day Care Home Day Care Center Civic Assembly Neighborhood Community Regional Places of Worship Educational Buildings associated with Place of Worship Private clubs, lodges, fraternal organizations Fire Stations Libraries Medical facilities Hospital Clinic, Medical or Dental Residential facility, nursing home or rehabilitation center Parks or Open Areas Parks and Recreational Areas, Publicly Owned and Operated Recreational Facilities, Private Community Buildings, accessory Schools Free-standing Kindergarten and/or VPK program Elementary school, Public or private Middle school, Public or private	P <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u>	P S <u>L</u> S Q S P S P S P S P S P S P S P S P S P S	S S S S S S S S S S S S S S S S S S S	<u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u> <u>S</u>	<u>Σ</u> <u>S</u> S [®] S [®] <u>S</u> S ¹⁷⁷ <u>P</u> S	S S S S S S S S S S S S S S S S S S S	S S S S S S S S S S S S S S S S S S S	S S S S S S S S S S S S S S S S S S S	S S S S S S S S S S S S S S S S S S S	<u>Σ</u> <u>Σ</u> 	<u>S</u> S S S S S S S S S S S S	<u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u> <u>Σ</u>			S S S S S S S S S S S S S S S S S S S	<u>Σ</u> <u>Σ</u> 	<u>Σ</u> <u>Σ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u> <u>Γ</u>	S	P P P S ³⁶ P S ³⁶ P S ³⁶ P S ³⁶ P S ³⁶ P P S ³⁶ P	<u>S</u> P P P P P C C C C C C C C C C C C C C	<u>S</u> P P P	P L S P P P P S S S P	<u>Р</u> <u>L</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>S</u> <u>S</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u> <u>P</u>	<u>Р</u> <u>Р</u> <u>Р</u> Р Р Р Р Р Р Р Р Р Р Р С S S S	관 ····································	P L S ⁴³ S S S S		<u>Р</u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u>

P Permitted L Limited Uses S Special Exceptions

DRAFT - Seminole County Land Development Code (Permitted Uses) 3/17/2022	A-10, A-5, A-3	A-1	RC-1	R-1AAAA, R-1AAA, R- 1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3A	R-3	R-4	R-AH	MM	RM-1	RM-2	RM-3	RP	OP	CN	cs	C-1	C-2	C-3	MUCD	M-1A	M-1	M-2
Commercial Uses																												
Automobile sales & service																												
Car wash																							Р	Р			Р	Р
Automobile, mobile home, and RV sales (excludes repair)																							Ρ	Р			Р	Р
Automobile service & repair																								Р			Р	Р

Automobile service & repair																			Р			Р	Р
Mechanical garages, bus, cab and truck repair, and storage																		S	Р			Р	Р
Paint & body shop																		S	Р			Р	Р
Bank			1											S^{36}			Р	Ρ	Р	<u>P</u>			
Convenience store												L ⁴⁸				Р	Р	Ρ	Р	P			
Self-service gasoline pumps as an accessory use																S	S	S	S				Р
Contractors establishments with no outside storage			1															5	5				
Dry cleaning (pick-up and drop-off only)			1														P ³⁰	P^{30}	Р	P			
Food and Beverage																							
Alcoholic beverage establishment																	S	S		<u>s</u>			
Delicatessen <u>/ Café</u>															<u>P</u>	Р	Р	Ρ	Ρ	<u>P</u>	P	P	<u>P</u>
Ice cream / Coffee / Tea shop															Р	Ρ	Р	Ρ	Ρ	<u>P</u>			
Restaurant, drive-through																		S					
Restaurant, standard																	Р	Ρ	Ρ	<u>P</u>	Р	Р	Р
Funeral home														S^{36}			Р	Ρ	Ρ	<u>P</u>		Р	Р
Indoor recreation																	Р	Ρ	Ρ	<u>P</u>			
Museum																	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			
Studios, Physical Fitness (includes dance, martial arts)															Р	Р	Р	Р	Р	<u>P</u>	Р	Р	Р
Indoor assembly and entertainment																							
Theaters and Cinemas																	Р	Ρ	Ρ	<u>P</u>		Р	Р
Commercial Kennels	S	S																Ρ	Ρ			Р	Р
Laundry, self-service																Ρ	Р	Ρ	Ρ	<u>P</u>			
Office uses									Ρ				S	Ρ	Ρ	Ρ	Р	Ρ	Ρ	<u>P</u>	Р	Р	Р
Office showroom																			₽			₽	₽
Outdoor advertising signs (Billboards)																		L	L				
Outdoor entertainment and assembly																							
Theater, drive-in																		S					
Stadiums, racetracks, and speedways		S^{14}																					
Outdoor recreation and amusement uses, intensive		P^{13}										L ⁴⁹						Ρ	Р	<u>P</u>			
Outdoor recreation uses, extensive	S ⁹	S ⁹										L ⁴⁹											
Outdoor storage of merchandise and/or materials																		P^{44}	P^{44}		P ⁴⁴	P^{44}	P ⁴⁴
Personal Services															<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			
Retail Sales/Services																							
Light Retail															Р	Р	Р	Ρ	Р	<u>P</u>	L ⁵¹		
General Retail																	Р	Ρ	Ρ	<u>P</u>	L	Р	Р
Grocery store																Ρ	Р	Ρ	Ρ	<u>P</u>			
Agricultural Supplies Feed stores																			Ρ			Р	Р
Building and plumbing supplies																		Ρ	Ρ				
Flea market																			S				
Furniture warehouse with retail sales																		Ρ	Ρ			Р	Р
Marine sales and service																		Ρ	Р			Р	Р
Printing and book binding shops																		Ρ	Р	<u>P</u>	Р	Р	Р
Retail, rural																					\square		
Produce stand	P ⁴	P^4																					
Temporary sale of agricultural products															S ²⁷			\square					
Sexually oriented businesses			<u> </u>		_												\square				4	\vdash	Р
Studios, Radio/television (excluding towers)					_												Р	Ρ	Ρ	<u>P</u>	Р	Р	Р
Studios, Artist (includes music, photographic)															Р	Р	Р	Ρ	Р	<u>P</u>	<u>P</u>	\square	
Veterinary Clinic ¹		S^{12}															Р	Ρ	Р	<u>P</u>		Р	Р

P Permitted L Limited Uses S Special Exceptions

DRAFT - Seminole County Land Development Code (Permitted Uses) 3/17/2022	A-10, A-5, A-3		÷	R-1AAAA, R-1AAA, R- 1AA	A		В	R-1BB		A			Ŧ		-	-2	ę								CD	A		
	A-1	A-1	RC-1	R-1A 1AA	R-1A	R-1	R-1B	R-1	R-2	R-3A	R-3	R-4	R-AH	MM	RM-1	RM-2	RM-3	ß	Р	CN	S	ပ်	5	ទី	MUCD	M-1A	₽-1	M-2
Industrial Uses		1	1		1						1	1	1	1				1										
Automobile wrecking lots																											S	S
Bottling and distribution plants																								Р		Р	Р	Р
Cabinetry and woodworking shops																										Р	Р	Р
Data processing services																										Р	Р	Р
Incineration of organic materials		S																								—	$\left \right $	
Junk and Recycling Yards Storage or bailing of rags, iron, paper, or																								_		P ⁴⁰	S P ⁴⁰	S
Laundry and dry cleaning plants Lithography and publishing plants																								Р		P.º		
Machine shops																								Р		P ⁵⁰	P P ⁵⁰	P P ⁵⁰
Machinery sales and storage																		-						Р	_	P	P	P
Manufacturing, Light																								Р		Р	P	P
Manufacturing, Heavy																										P	Р <u>S</u>	P <u>S</u>
Soap	-																									<u> </u>	<u>s</u>	<u>s</u>
Feed Mill									\vdash																\rightarrow		S	S
Fertilizer		-				\vdash			\vdash		-							\vdash		\vdash						\vdash	S	S
Concrete block plants and redi-mis concrete plants									\vdash																\rightarrow		S	S
Animal Processing Stock Yards or slaughter of animals									\vdash																\rightarrow		S	S
Water-based and/or epoxy-based coatings, adhesives, sealants and paints																											P	Р
Sawmill		S																										
Storage		-																										
Contractors' equipment storage yards																								Р				Р
Self-service storage																							P ⁽⁶¹⁾			P ⁽⁶⁰⁾	?	?
Testing of materials, equipment and products																										Р	Р	Р
Trade shops (including upholstery, metal)																								Р			Р	Р
Warehouse and Distribution																								Р		P ⁴¹	P^{41}	Ρ
Cold storage and frozen foodlockers																								Р		Р	Р	Р
Lumber Storage and Distribution																							S	Р			Р	Р
Wholesale storage of flammable liquids or gases																											S ⁴⁵	S ⁴⁵
Wholesale meat and produce distribution																								Ρ			Ρ	Ρ
Infrastructure and Transportation																												
Airplane landing field or heliport		S			<u> </u>						[S	S	S
Communications tower, camouflage design																						Р	Р	Р		Р	S	Р
Communications tower, general	S	S	S	S	S	S	S	S	S	S	S	S			S		S	S	S	S	S	S	S	L ³³		L ³³	L ³³	L ³³
Landfill, Sanitary		S																									S	S
Parking garages or lots, primary use																			P				Р	Р	P ⁽⁵⁹⁾		Р	Р
Sewage treatment and related facilities, public		S															P ²⁰											
Sewage and/or water treatment plant, subdivision				S	S	S	S	S	S						S				S									
Solid waste transfer, storage and recovery station																											S	S
Solar Energy Systems (ES)																												
Roof-Mounted Solar	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Building-Integrated Solar	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Ground-Mounted Solar, Accessory	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Ground-Mounted Solar, Medium Ground-Mounted Solar, Large	<u>S</u>	<u>S</u>																	<u>S</u>				<u>s</u>	<u>s</u>	_	<u>P</u>	<u>P</u>	<u>P</u>
Temporary asphalt plants for public road construction	<u>S</u>	<u>S</u>																								<u>s</u>	<u>s</u>	<u>S</u>
Truck Terminal		S																								Р	Р	Р
Utility and service structures, public	S	S	S	S	S	S	S	S	S								Р		S			S	S	S	<u>s</u>	P ⁴²	Р Р ⁴⁵	P
Water treatment plant	3	S	3	3	3	3	3	3	3								Р Р ²⁰		3			3	3	3	<u> </u>	P	Р	P
		5															F									<u> </u>		
Agricultural and Other Uses																												
Agriculture uses generally	P ³	P ³									<u> </u>															—		
Commercial Pig Farm		S																										
Fruit and Vegetablc Cultivation		P	₽										1															
Poultry and livestock production (except pigs)	Р	P ³											1													1		
Fishing hatcheries or fish pools	Р	Р																									\square	
Truck Farm		₽																									\square	
Equestrian Facilities																												
Keeping of horses for use of occupant	<u>P</u>	<u>P</u>	S																								\square	
Riding stables limited to 10 lessons and/or customers per day	Р	S ¹⁵																										
Riding stables exceeding 10 lessons and/or customers per day	S																											
Nurseries, Greenhouses, and Silviculture																												

Landscape contractor accessory to wholesale nursery or tree	P	S												i I	1		
Greenhouses - Wholesale Only	P ¹⁰	P^{10}												Ρ		Р	Р
Plant nursery - Wholesale Only	P ¹⁰	P^{10}										Р	Р	Ρ		Р	Р
Plant nursery - Retail												Р	Ρ	Ρ		Р	Р
Plant nursery on-site produce ONLY	L	L															
Tree Farm	Р	Р															

P Permitted L Limited Uses S Special Exceptions

Footnotes: (DRAFT 3/14/2022)
1. No overnight boarding except for animals being treated on the premises
2. Publicly and privately owned passive parks.
3. Agricultural operations and attendant structures; greenhouses (not involved with retail sales to the general
public); including, but not limited to, poultry production, apiculture, dairy farms, plant nurseries, dairies,
silviculture (including fish hatcheries and bait production); groves and farms for the cultivation and propagation
of citrus, vegetables, fruits, berries, nuts, grass sod and trees; pastures and grasslands for cultivation and
propagation of livestock. Barns, sheds, silos, granaries, and related agricultural structures.
4. Roadside stands for the sale of fruits, vegetables and similar products produced on the premises, provided
such stand is placed no closer than twenty-five (25) feet to a property line.
5. Community residential homes having seven (7) to fourteen (14) unrelated residents, provided that the locatio
does not create an over-concentration of such homes or substantially alter the nature and character of the area
all as defined in Florida Statutes as amended from time to time.
7. Guest or tourist homes when located on state or federal highways.
8. Churches and their attendant educational and recreational buildings and off-street parking.
9. When making use of the land with nominal impacts to natural resources as determined by the Planning
Manager.
10. Plant nurseries and greenhouses not involved with retail sales to the general public.
12. Hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group-
homes when such facilities and homes are approved and licensed by the State of Florida.
12 Neighborhood regreation proof, when approved as part of a subdivision plat
13. Neighborhood recreation areas, when approved as part of a subdivision plat.
14. Privately owned and operated recreational facilities open to the paying public, such as, athletic fields,
stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility
thereto. 15. Riding stables, provided that no structure housing animals is located nearer than one hundred (100) feet
from a property line.
17. Private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the
existing use is located in a predominantly residential area as determined by the Planning Manager.
20. Where no other such facilities are available. Must be located within the park and not closer than two
hundred (200) feet from any property line. All such facilities shall conform to State and County water and sewer
plant regulations and shall be enclosed with a six (6) foot chain-link fence and shielded by screen planting.
27. Parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other
agricultural products when such products are offered for retail sale from said trailer and when the trailer is
located outside of the urban/rural boundary.
29. Density and design criteria must conform to the standards for properties assigned the R-3 zoning
classification.
30. Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the
Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other
materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses
with pick-up service or satellite facilities or to a dry cleaning plant.
33. Communication towers when monopole in design if the tower is under one hundred forty (140) feet in
height. Communication towers when monopole in design if the tower is over one hundred forty (140) feet in
height may be permitted by Special Exception.
35. Private vocational, business, and professional schools which do not have an industrial character. Location on
a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
36. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
40. Only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
41. Provided no storage is done outside an enclosed structure
42. Provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of
the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
43. Recreational facilities provided by an employer within the district for the exclusive use of employees, their
families, and guests.
44. Outside storage of parts, supplies or materials shall be permitted only in an enclosed or fenced area.
45. Wholesale storage of gasoline, liquefied petroleum, gas, oil, or other inflammable liquids or gases, provided
they meet the regulations of N.F.P.A. and the Seminole County Building Code and, further, that all overhead
storage tanks are diked.

meals to their tenants.

47. Motels, when located on officially designed State or Federal highway. Facilities may be provided for servingmeals but shall be operated only in conjunction with the operation of the motel.

48. A service store, with living quarters, if desired, to provide groceries, bottle gas, a snack bar, and supplies for occupants of the park.

49. Recreational facilities, such as, golf courses, swimming pools, tennis courts, marinas, etc. Petroleum products may be sold in marina areas only for marina use.

50. Using only electrically fired forges

51. Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall

mean supplementary, or secondary, not of primary importance.

59. Subject to landscaping and screening requirements of the MUDC district.

60. Limited access self-storage facility, subject to standards Part 8, Section 8.5.3 (f)

61. Limited Access and Multiple Access Self-storage facilities, subject to standards in Part 8, Section 8.5.3(f)

DRAFT 3/10/2022

Use consolidate:

Indoor recreation	
Bowling Alley	
Museum	
Historical and cultural exhibits	
Dance and music studios	

Indoor Private Assembly and Entertainment
Arenas
Theaters
Cinemas
Banquet halls

Office uses	
Architects	Only mentioned in RP
Attorneys	Only mentioned in RP
Engineering	Only mentioned in RP
Finance offices (accounting, auditing, bookkeeping)	Only mentioned in RP
Insurance	Only mentioned in RP
Medical and dental	Only mentioned in RP
Office showroom	Only mentioned in RP
Real estate	Only mentioned in RP
Telephone business offices and exchanges	Only mentioned in RP

Retail sales and services, light
Book, stationery, and newsstands
Candy Stores and ice cream shops
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores
Locksmiths
Luggage shops
Pharmacies Drug and sundry stores
Sporting goods
Tobacco shops
Toy stores
Wearing apparel shoes

Personal Services
Barber and beauty shops
Shoe repair
Tailoring shops
Watch and clock repair

Retail sales / service uses (general)
Appliance stores
Bakeries
Pet stores
Employment agencies
Furniture stores
Hardware stores
Quick print shops

Light industrial us	ses (exc. Water	treatment plant)
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Bottling and distribution plants
Cold storage and frozen foodlockers
Data processing services
Laundry and dry cleaning
Machine shops
Assembling of metal, plastic or cardboard containers
Testing of materials, equipment and products
Cabinetry and woodworking shops

Manufacturing, Light
Garments
Photographic equipment and supplies
Bakery products
Boats
Ceramics, pottery (using electrically fired kilns)
Chemical products and processing
Dairy products
Electrical machinery and equipment

Furniture
Glass and glass products (using electrically fired kilns)
Pharmaceutical products
Shoes and leather goods (exp leather processing)
Brooms and brushes
Candy and confectionaries
Cosmetics and toiletries (exp soap)
Candles
Jewelry
Optical equipment
Perfume
Precision instruments and machinery
Plastic products (exp pyroxylin)
Silverware
Spices and spice packing
Stationary
Toys
Electronic equipment and assembling
Assembling of metal, plastic or cardboard containers

Outdoor recreation uses, extensive
Country Club
Golf Course
Golf Driving Range
Gun club
Fishing club or camp
Marina

Outdoor recreation uses, intensive

Swimming pools

Tennis Sports courts (e.g. Tennis, Basketball, Pickleball, Volleyball, Handball)

826 PART 6 ADDITIONAL USE STANDARDS

6.1 <u>Accessory Buildings and Uses</u>

828 830	6.1.1	Accessory uses in office and multiple -family residential uses Accessory uses when may be permitted are intended to complement any permitted uses and are designated to be for the primary use of employees and/or clients of the office occupants.
832		a) Accessory uses shall include, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, <u>nurse's station,</u> snack bar or
834 836		 <u>sales of non-prescription health and pharmaceutical products</u> apothecary. b) Location. Accessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings.
838		c) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building.
840		d) <u>Other restrictions. No display of advertising signs or merchandise which is visible</u> <u>from outside the building or an individual outside entrance shall be permitted for</u> <u>any accessory use.</u>
842		 e) <u>Accessory uses as described above are permitted in the following zones:</u> 1. OP Office District
844		2. R-3A, R-3, and R-4 Multiple-Family Dwelling Districts
846		f) <u>The determination of whether a use is accessory shall be made by the Development</u> <u>Services Director based on the intended use, size, and transportation impacts.</u>
	6.1.2	Accessory buildings and uses in residential areas – SEC. 30.1345
848		a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main
850		building.
852		b) In the case of corner lots, the lot shall be treated as having front yards on any side abutting a road right-of-way. In no event shall an accessory building or structure be established prior to the principal use to which it is accessory.
854		c) In any residential area, no commercial kennels nor any livestock or fowl, <u>other than</u> <u>backyard chickens in compliance with Section 6.19,</u> may be housed or pastured
856		closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.

858		d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of
860		detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard
862		setback. <u>Specific to RC-1: Any structure used to stable horses shall maintain a</u> minimum setback of fifty (50) feet from property lines and a minimum setback of
864		one hundred (100) feet from any residential structure on an adjacent lot or parcel
		e) Accessory buildings shall not exceed the principal building in terms of mass, size,
866		and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. Each detached accessory structure or
868		<u>building shall not exceed fifty percent (50%) of the living area of the principal</u> <u>building. This provision does not apply to accessory structures within the A-3, A-</u>
870		5, and A-10 zoning Districts. A screened pool structure height may exceed the height of the principal structure.
872		f) <u>An accessory building or structure greater than 200 square feet and twelve (12)</u> <u>feet in height shall comply with the following architectural standards unless</u>
874		located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be
876		<u>comprised of materials commonly used throughout Seminole County in single</u> <u>family residential construction, such as stucco, brick, vinyl, aluminum or wood for</u>
878		the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 6.1.3 of this part.
880		g) <u>The size limitation of accessory buildings or structures, when secondary to single</u> <u>family residential uses, is further limited as follows: Each detached accessory</u>
882		building or structure shall not exceed 600 square feet or 50 percent of the living
884		area of the principal building, whichever is less, unless otherwise stated herein. This provision does not apply to accessory structures within the A-3, A-5, and A- 10 zoning districts.
886	6.1.3	Accessory Dwelling Units

a) Accessory Dwelling Units Generally.

888	1.	It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family,
890		Agricultural, and Rural Districts; and in Planned Developments which are
		approved for single family use. It is also the purpose of this Section to create a
892		regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole
894		County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the
896		permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income,
898		low-income, or moderate-income persons.
900	2.	On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be
902		subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days.
904	3.	An existing home may be utilized as an ADU upon construction of an additional unit at least two hundred eighty-five percent (285%) of the size of
906		the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.
908	4.	The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and
910		regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining
912		approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.
914	5.	ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity
916		Planned Development (HIP) future land use designations.
918	6.	The Board of Adjustment shall not consider variances related to ADU size, or minimum area and width of any lot where an ADU is proposed.
920	7.	A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the
922		principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area, or to the rear of the unit.
924	8.	Impact Fees.

	(a) If used for affordable rental purposes, impact fees for an ADU shall be
926	waived or reduced as dictated by the adopted Impact Fee Rates/Schedule.
	An application for a building permit to construct an affordable rental
928	must include an affidavit from the applicant which attests that the unit
000	will be rented at an affordable rate to an extremely-low-income, very-
930	low-income, low-income, or moderate-income person or persons.
932	Seminole County will require deed restrictions or other agreements as
952	necessary to ensure that the ADU is used for affordable housing purposes.
934	(b) If an ADU is not used for affordable rental purposes or the application
554	does not include an affidavit which attests to the ADU as an affordable
936	rental, impact fees will be assessed as dictated in the Seminole County
550	Impact Fee Rate Schedule.
938	b) Accessory Dwelling Units in A-3, A-5 and A-10.
550	
040	1. ADUs in A-3, A-5, and A-10 shall be permitted by right subject to requirements stated in Section 20 $102(k)$ the following requirements:
940	requirements stated in Section 30.102(k). the following requirements:
0.40	(a) No more than one (1) accessory dwelling unit shall be permitted on any
942	parcel or lot;
	(b) Except as provided in Section 5.19(b), total floor area of the accessory
944	dwelling unit shall not exceed thirty-five percent (35%) of the gross floor
	area of the main residence; or 1,000 square feet, whichever is less;
946	i. A manufactured home, as defined in Section 2.3, may be permitted as
	an ADU on property where the principal structure is also a
948	manufactured home.
	ii. The moving hitch, wheels, axles, and transporting lights shall be
950	removed from a manufactured dwelling unit and skirting shall be
	placed around the base, in compliance with any regulations of the
952	National Flood Insurance Program, to ensure neighborhood
	compatibility.
954	c) Accessory Dwelling Units in Other Districts.
	1. ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to
956	administrative approval by the Planning Manager. In addition, ADUs shall be
0.50	permitted in the PD zoning district, subject to administrative approval by the
958	Planning Manager, on lots designated for single family residential use, having
	a minimum lot area of 5,000 square feet and fifty (50) feet in width.

- 960
 2. An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable:
- (a) The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or
 manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative
 molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU.
- 972

(b) Building elevations shall be provided for review prior to issuance of permits.

- 974
- 3. Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits:

Zoning District	Maximum	
	Impervious	
	Coverage*	
RC-1, A-1	30%	
R-1BB	65%	
R-1B	60%	
R-1	50%	
R-1A	40%	
R-1AA	40%	
R-1AAA	40%	
R-1AAAA	30%	
PD	**	
*The per-lot impervious coverage provided for by the approved Master Stormwater		
Management System Design (excludes Planned Developments).		

**The per-lot impervious coverage provided for by the approved Master Stormwater

Management System Design for the Planned Development.

- 976 6.1.4 Accessory buildings in agricultural zones SEC 30.110
- a) Buildings or structures which are not intended to be used for the housing or
 shelter of livestock or poultry fowl and which are accessory to the residential use
 shall maintain the same front and side yards as the main structure and shall
 maintain rear yards of a minimum of ten (10) feet. Accessory buildings or
 structures shall not project beyond the established building line unless set back a
 minimum of one hundred (100) feet from the front property line.
- b) Buildings or structures which are intended for use or used for the housing or
 shelter of livestock or poultry fowl and silos, granaries, windmills, barns and
 similar structures in conjunction with the operation of an agricultural use or
 <u>commercial kennels</u> shall observe a minimum setback of fifty (50) feet from any
 property line and be spaced a minimum of one hundred (100) feet from any
 residence on an adjacent lot or parcel.
 - 6.1.5 Accessory uses in RM-1 District
- Mobile home lots may include such accessory uses as are customarily utilized by mobile home occupants. These shall include accessory storage buildings and
 carports. Such accessory buildings shall have no sanitary plumbing (i.e., kitchen sinks, commodes, bathtubs, showers, or kitchen facilities, but laundry tubs or
 washing machine connections are permitted). Screened porches or cabanas provided they are attached to the mobile home. Total additions to the living area
 shall be limited to equal square footage of the mobile home, but shall not exceed eight hundred (800) square feet. Other accessory uses shall not exceed five

6.1.6 Accessory uses in RM-2 District – SEC.30.324

1000 <u>Mobile home sites may incorporate</u> screened porches, cabanas, and carports with utility areas attached to the mobile home.

1002 6.2 <u>Accessory Housing for Employees</u>

6.2.1 Applicable to RM-3

One (1) house or mobile home is permitted as office and housing for the operator of the park. Additional houses or mobile homes may be permitted for night
 watchman or security guards on approval of the Board of Adjustment Planning and Zoning.

1008	6.2.2	Applicable to the OP Zoning District
1010		A single-family dwelling unit <u>may be permitted</u> in connection with a permitted use provided said use is occupied only by the owner or operator of the business. When permitted, the residence shall be either above the office or attached to the
1012		rear; no detached residence shall be permitted, and no residence shall occupy ground-floor frontage.
1014	6.2.3	Applicable to Commercial Zoning Districts
1016		The Board of County Commissioners may authorize living quarters, in conjunction with a commercial use, to be occupied by the owner or operator of the business or an employee.
1018	6.2.4	Applicable to the M-1A Zoning District
1020		Living quarters for guards, custodians, and caretakers are permitted when such facilities are accessory uses to the primary use of the premises.
	6.2.5	Applicable to the M-1 Zoning District
1022		The Board of County Commissioners may authorize the parking and location of a mobile home or house trailer to provide quarters for a watchman or security
1024	6.2	guard after study of the area and review of the conditions pertaining to the need.
	6.3	Additional Use Standards specific to Agricultural Zones
1026		a) Uses by general permit in agricultural zones – Sec 30.112 & 30.130
		b) Special Exceptions – A-1 Zone
1028		 A manufactured home may be permitted as a Special Exception without a specific time limit on a lot or parcel of record subject to the following
1030		requirements:
		a) Only one (1) single-family manufactured home may be permitted.
1032		 b) It shall bear a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.
1034		 c) It shall be subject to all applicable regulations of the zoning classification (i.e., setbacks, land uses).
1036		 Where installation of a septic tank is proposed, an acceptable percolation and depth-of-water-table test shall be submitted at the time of
1038		application.

1040		e) If the proposed site is known to be <u>in a</u> flood prone <u>area</u> , an acceptable plan shall be submitted at time of application which details steps to prevent hazard to health and property.
1042 1044		f) An approved single-family manufactured home shall be firmly anchored in accordance with all applicable codes and shall have skirting installed to screen the underside of the structure.
1046 1048		g) The moving hitch, wheels and axles and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility.
1050	6.4	 c) An accessory dwelling unit (ADU) may be approved subject to the requirements of Section 30.1345(g). Temporary Uses
1052	6.4.1	
1052	6.4.1 6.4.2	Carport/garage/yard sales – SEC. 30.1351 Permits for site specific special events, outdoor sales of merchandise, and temporary
1054		package storage permits, and mobile food vendors – SEC. 30.1378
		a) <u>Mobile food vendors.</u>
1056		1. Purpose and Intent. These regulations are intended to establish requirements
		for the sale of prepared foods on a temporary basis from motorized vehicles,
1058		trailers, carts and other movable devices, within specified commercial zoning
		districts unless otherwise preempted by FS 509.102. No formal permit or
1060		approval shall be issued by Seminole County for a particular property or
		mobile food vendor, but all required documentation, including licenses and
1062		owner authorization, shall be in the vendor's possession at all times while in
1004		operation, and shall be provided to any County official upon request. Mobile
1064		food vendors not in compliance with Sec. 6.4.2 shall be prohibited unless
1000		approved as part of a Special Event Permit under Sec. 6.4.2
1066		2. <u>Exemptions.</u> Specifically excluded from these regulations are the following:
		a) Produce stands in agricultural zoning districts.
1068		b) Ice cream trucks and similar vehicles operating on public streets.
		c) Food sales on active construction sites not accessible to the public.
1070		d) Sales of non-food items in any district.

1072	3. <u>General Requirements</u> . All mobile food vendors shall meet the following <u>requirements</u> :
1074	a) Mobile food vendors shall be permitted in C-1, C-2, C-3 and M-1 Districts, but may also be allowed in the Planned Development (PD) District where an approved master development plan permits general retail commercial
1076	uses, and where mobile food vendors are not specifically prohibited through a development order.
1078	b) Mobile food vendors shall not operate on vacant lots or within one hundred (100) feet of any structure containing a residence. Operation of
1080	an individual vendor at any location shall be limited to three (3) consecutive days and a total of twelve (12) days in any calendar month.
1082	 c) Except as provided herein, mobile food vendors shall not occupy any of the following:
1084	i. Site entrances, exits, and driveway aisles.
1086	ii. More than ten (10) percent of parking spaces required under Section <u>30.1221.</u>
	iii. <u>Buffers required under Part 14 Chapter 30.</u>
1088	iv. Open space areas required under Part 14, Chapter 30.
	v. Stormwater retention areas, drainage easements, and related facilities.
1090	However, the Development Services Director may reduce or eliminate
	the above restrictions where it is demonstrated that the food vendor
1092	activity does not significantly impair the functioning of the
	development site with respect to the applicable provisions of this
1094	Code. In doing so, the Director may establish conditions as necessary
	to meet the purpose and intent of these provisions. Any such waiver
1096	<u>shall be valid for a ninety (90) day period, but may be extended at the</u>
	Director's discretion. Waivers shall be made in writing, and shall
1098	include specific location, effective date, and expiration date.
	(d) Tents and/or canopies exceeding one hundred (100) square feet, and
1100	electrical wiring outside of vehicles shall be prohibited.
	(e) Outdoor amplification of sound shall be prohibited.
1102	(f) Business activity shall be prohibited during the hours of 11:00 p.m. to 7:00
	<u>a.m.</u>

1104	(g) Overnight parking of mobile food vendor vehicles shall be prohibited.
	(h) Signage is limited to information painted on or otherwise affixed to mobile
1106	food vendor vehicle; and no freestanding signs shall be permitted.
	(i) All mobile food vendors shall obtain the required license(s) from the State
1108	of Florida and a business tax receipt (BTR) from Seminole County.
	(j) All mobile food vendors shall obtain a notarized letter from the property
1110	owner authorizing the mobile vendor activity. This letter shall note
	specific calendar days when the individual vendor may operate on the
1112	property, and confirm access to on-site restrooms for patrons of the
	vendor. Where on-site restroom access is not available, mobile food
1114	vendors shall operate only under a Special Event Permit in accordance with
	<u>Sec. 6.4.2.</u>
1116	4. Additional Requirements. All mobile food vendors utilizing electricity for any
	purpose, and/or gas or open flames for cooking, shall meet the following
1118	requirements:
	(a) Each vendor shall obtain an annual fire inspection from the Seminole
1120	County Fire Prevention Bureau.
	(b) Vendors shall maintain current inspections for NFPA 96 hoods and fire
1122	extinguishers.
	(c) Cooking equipment shall comply with NFPA 96.
1124	(d) <u>Class K Fire extinguishers shall be provided for the protection of cooking</u>
	appliances that use combustible cooking media.
1126	(e) A minimum of one portable fire extinguisher with a rating of not less than
	<u>2-A: 10-B: C shall be provided.</u>
1128	(f) Electrical equipment and installations shall comply with NFPA 70, National
	Electrical Code.
1130	(g) Externally mounted generators, when in use, shall be isolated from the
	public by either physical guards, fencing, or enclosures.

1132	6.4.3 6.4.4	Temporary sales office in new subdivisions – Sec 30.1357 <u>Temporary Uses in Agricultural Zones</u>
1134		a) It is the intent of this Section that uses listed in subparagraphs (1) through (d) be of a temporary nature, but all uses listed herein may be allowed in the A-1, A-3,
1136		<u>A-5, and A-10 zoning Districts, after review by the Planning and Development</u> Division Manager, subject to the <u>Limited Use process described in Section 5.1.2</u> .
1138		The Manager may impose additional conditions and limitations in furtherance of the public health, safety, and welfare. Limited uses are as follows:
1140		 Temporary occupancy of a mobile home or recreational vehicle while a permanent dwelling is under construction subject to the following criteria:
1142		(a) An appropriate building permit, as required by the County, shall be secured prior to placement and occupancy of a mobile home or
1144		recreational vehicle.
1146		(b) The residence shall be actively under construction and inspection during the period a mobile home or recreational vehicle is on the property.
1148		(c) Permit to place and/or occupy a mobile home or recreational vehicle is limited to a one (1) year period; however, said permit may be renewed by
1150		the Development Services Director for one (1) additional period of up to one (1) year.
1150		(d) Prior to final inspection of the residence, the property owner shall furnish
1152		the Planning and Development Division with acceptable evidence as to the date and method that the mobile home will be removed; and, provided
1154		further, that said mobile home shall be removed within thirty (30) days after final inspection of the residence.
1156		Temporary occupancy of a mobile home or recreational vehicle may be permitted on the same lot with a single-family residence for housing a
1158		chronically ill relative or a practical nurse subject to the following: (a) That a hardship is substantiated by documentary evidence, such as,
1160		medical records, doctor's recommendations, etc.

		(b) That permits normally be limited to a maximum two (2) year period unless
1162		the Growth Management <u>Development Services</u> Director, or the Board of
		County Commissioners on appeal, determines that the medical hardship
1164		results from a chronic illness that may continue to exist for an
		undetermined period of time. In such cases approval may be granted for a
1166		period in excess of two (2) years; provided, however, that the mobile home
		shall only be occupied by the chronically ill relative for which the approval
1168		was granted or the practical nurse who provides medical care for the chronically ill relative.
1170		3. Temporary occupancy of a mobile home or recreational vehicle may be
4470		approved for housing a night watchman for a nonresidential use in the A-1
1172		Agriculture District subject to the following criteria:
1174		 (a) Where it can be substantiated by documentary evidence that chronic vandalism occurs.
11/4		
		(b) That such use is immediately necessary.
1176		(c) That the permit be limited to a one (1) year period; however, when
4470		substantiated, the Development Services Director may approve one (1)
1178		additional period of up to one (1) year.
1100		4. Temporary occupancy of a mobile home or recreational vehicle may be
1180		approved for a member or members of the family subject to the following:
1182		(a) A mobile home or recreational vehicle shall be placed on the same lot or parcel as the family residence.
1102		
1101		(b) The necessity or hardship shall be substantiated by documentary evidence.
1184		(c) That permits be limited to a one (1) year period which may be renewed by
1106		the Development Services Director for successive one (1) year periods after
1186		review of the necessity or hardship.
	6.5	Automobile service stations – Sec 30.1352
1188	6.6	Alcoholic beverage establishments – Sec 30.1353
		Performance standards.

1190		Landscaping and buffer requirements. Active/passive buffer setback standards (Section 30.1232) shall be applied to <u>On property where an</u> on-premise
1192		consumption alcoholic beverage establishment s is the sole use of the
		development site, the opacity of all required buffers under Section 14.7 shall be
1194		increased by 0.2. However, these standards this requirement shall not apply to
1196		on-premise consumption alcoholic beverage establishments that are part of a planned shopping center unless the Board of Adjustment <u>Board of County</u>
1190		<u>Commission</u> finds that off-site impacts require such setbacks additional
1198		<u>buffering</u> .
1150	C 7	
	6.7	Communication Antennas/Towers
1200	6.7.1	Legislative purpose and intent – SEC. 30.1362
	6.7.2	Applicability/Administration – SEC. 30.1363
1202	6.7.3	Performance Standards – SEC. 30.1364
	6.7.4	Design Criteria – SEC. 30.1365
1204	6.7.5	Abandonment – SEC. 30.1366
1000	6.7.6	Communication Antennas – SEC. 30.1367
1206	6.7.7	Co-location of communication tower antennas – SEC. 30.1368
1200	6.7.8	Certification of compliance with FCC NIER standards – SEC. 30.1369
1208	6.7.9	Non-conforming uses – SEC. 30.1370, SEC. 30.105 & SEC. 30.108 (D)
		Camouflage towers, where permitted – SEC. 30.1371
1210	6.8	Mobile homes
	6.9	Sexually oriented businesses/adult entertainment establishments
1212	6.9.1	Separation requirements and miscellaneous provisions – Sec 30.1355
	6.9.2	Design standards – Sec 30.1380
1214	6.9.3	Conflicting Zonings – Sec 30.1380.1
	6.9.4	Seminole County/City of Sanford Joint Planning Interlocal Agreement Relating to
1216		Adult or Sexually Oriented Uses – Sec 30.1380.2

6.10 <u>Community Residential Homes and Assisted Living Facilities and Group Homes</u>

- 1218 6.10.1 Statement of intent.
- a) In order to prevent concentration of foster care and group home facilities and the 1220 detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a 1222 request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing facility, when considered in 1224 light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a 1226 neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster 1228 care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate 1230 an institutional setting. Such a setting is an impediment to the successful functioning of foster care and group home facilities.
- b) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities.
- 6.10.2 <u>Community residential homes may be approved by the Planning Manager as a</u> <u>Limited Use, providing, in addition to all other required findings:</u>
- That the location does not create an over-concentration of such homes or1238substantially alter the nature and character of the area as defined in Section
419.001(3)(c), Florida Statutes (2020). In the event that the provisions of this Section
conflict with the provisions of section 419.001(3)(c), Florida Statutes (2020), section
419.001(3)(c) shall govern.
- 6.10.3 Group Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings:
- a) That the location does not create an over-concentration of such homes or
 substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020). In the event that the provisions of this
 Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), Section 419.001(3)(c) shall govern.
- b) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size.

1254 1256 1258		c) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use. Persons per acre (PPA) may be used as a guide establishing equivalency with density which is typically specified as dwelling units per acre (DUPA). Based on a 2.1-person-per-household factor for multiple-family residences in Seminole County, the persons per acre for R-3A is twenty-one (21) and for R-3 is twenty-seven (27).
1260		d) A copy of the application to the appropriate State agency shall accompany the application for the special exception.
1262	6.11	Family Day Care homes – SEC 30.1356.1
	6.12	Home Office – Sec. 30.1377
1264	6.13	Farmworker housing
1266	6.13.1	Farmworker housing, either single family or multifamily dwellings, including manufactured homes, if the land use is a bona fide agriculture use; provided, however, that such structures may house only those persons and their immediate
1268		family employed in carrying out such bona fide agricultural use. Mobile homes constructed prior to June 15, 1976 shall not be permitted.
1270	6.13.2	Sec. 30.1361
	6.14	Pain management clinics – Sec. 30.1379
1272	6.15	Automobile Wrecking Lots
1274	6.15.1	In reviewing a special exception for an automobile wrecking lot the following additional standards shall be considered:
1276		a) No junkyards or automobile graveyards, as defined in section 339.241, Florida Statutes, shall be located closer than one thousand (1,000) feet to any secondary, primary, or interstate highway.
1278		b) The lots must be enclosed with a <u>wall or</u> solid fence not less than six (6) feet in height; and,
1280		c) All fences, as defined in section 339.241, Florida Statutes, shall be provided as specified in said section.
1282	6.16	Vacation rentals - Sections 30.1373 through 30.1376
	6.17	Civic Assembly Uses
1284	6.17.1	Civic Assembly uses are classified by size and intensity as follows:
1286		a) <u>Neighborhood Facility</u> . A civic assembly use generally designed for and intended to serve the residents of one neighborhood or small (approximately one square mile) geographic area, which meets the following standards:

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1288	1. Maximum Lot Area: five (5) acres of developable land
1290	2. <u>Maximum Assembly: one hundred (100) seats or fewer in the largest assembly</u> <u>space</u>
	b) <u>Community Facility</u> . A civic assembly use generally designed for and intended to
1292	serve the residents of several neighborhoods within the same approximate
ILJL	geographic area. Community facilities are typically designed to accommodate a
1294	larger number of people for a wider geographic area than neighborhood facilities,
	but are more locally focused than regional facilities, and meet the following
1296	standards:
	1. Maximum Lot Area: ten (10) acres of developable land
1298	2. Maximum Assembly: 500 seats or fewer in the largest assembly space
	3. Exceptions: An assembly facility proposed on more than ten (10) acres of
1300	developable land with fewer than 500 seats in the largest assembly space may
	be classified and approved as a community facility in residential zoning
1302	districts through the special exception process when the County Commission
	finds that the increased acreage of the development site will not have a
1304	detrimental effect on the residential character of the neighborhood and any
	negative impacts can be effectively mitigated.
1306	c) <u>Regional Facility</u> . A civic assembly use generally designed for and intended to serve
1200	the residents of the entire county and nearby communities. Assembly facilities
1308	proposed to contain more than 500 seats in the largest assembly space shall be <u>considered regional facilities.</u>
1310	d) <u>Civic Assembly Uses in Mixed-Use, Retail, or Office Developments. Civic Assembly</u>
1312	uses proposed to occupy one or more tenant or condominium spaces in an
1312	<u>existing shopping center, mixed-use building, or office park are classified as Neighborhood, Community, or Regional Facilities by number of seats only.</u>
1314	Minimum and maximum lot area requirements do not apply to these locations.
1316	e) <u>Civic Assembly Uses in Rural Locations</u> : Maximum lot area requirements may be exceeded in rural zones subject to the requirement the developed area does not
1310	exceed the maximum excluding areas for outdoor recreation.
1318	6.17.2 <u>Accessory Uses</u>
1210	
1220	a) In addition to otherwise permitted uses, customary accessory structures and
1320	activities are permitted which shall include:
1222	 One residence for an employee or caretaker. Fallowship halls and food propagation areas.
1322	 Fellowship halls and food preparation areas. Office cross in support of the According by Use
	3. Office space in support of the Assembly Use.

1324		4. <u>Classrooms, playgrounds, and childcare facilities for use in association with</u> assemblies but not including day care centers, community recreation facilities,
1326		and private primary, secondary, vocational, and/or collegiate educational facilities.
1328		b) Other uses accessory to a Civic Assembly Use may be permitted where otherwise allowed within a given zoning district and subject to the conditions of the use
1330		within that district.
		c) Uses accessory to a Civic Assembly Use may:
1332		 <u>Share parking and circulation with the Civic Assembly Use where located on</u> the same or contiguous properties and hours of operation permit.
1334		2. <u>The acreage of the Civic Assembly Use may be counted towards any minimum</u> <u>acreage requirement for the accessory use assuming all other standards of the</u>
1336		accessory use are met.
	6.17.3	Architectural Exceptions
1338		Non-habitable, decorative architectural features may exceed the height limit in the
1340		applicable zoning district by the greater of twenty (20) feet or fifty (50) percent of the maximum allowable height in the zoning district
	6.17.4	Alcohol Beverages
1342		No Civic Assembly Uses may sell alcohol for on- or off-premise consumption unless approved by Board of County Commissioners as a Special Exception.
1344	6.17.5	Limited Uses and Special Exceptions
		a) Where a limited use permit or special exception is required for a civic assembly
1346		<u>use, the following review criteria shall be used to determine the appropriateness</u> <u>of the application:</u>
1348		1. Protects Residential Neighborhoods. Outdoor use areas, including vehicular use
1350		areas, must be located and designed to minimize potential negative impacts on residential zoning districts and residential uses in approved PDs, including
1352		<u>but not limited to mitigation of light spill-over, glare, noise (from mechanical equipment, recreational facilities, outdoor classrooms, etc.), and any other</u>
		negative impacts associated with the type of civic assembly use proposed.
1354		Assembly uses in residential zones may not apply for a permanent license to
		sell alcoholic beverages for on-premise consumption.

1356	2.	Traffic. Vehicular ingress, egress, and on-site circulation must be designed and
		constructed to ensure the least possible impact on neighboring properties
1358		and residential streets. Primary ingress and egress must be from the highest
		service level adjacent street, unless otherwise approved by the Planning and
1360		Zoning Commission and Board of County Commissioners. For community and
		regional assembly facilities, vehicular access to the facility must be from a
1362		<u>collector of four lanes or more, or an arterial street. Parking areas must be</u>
		designed and located to minimize conflict with pedestrian and bike pathways.
1364	3.	Noise Abatement. Civic Assembly uses often involve groups of people arriving
		and departing at one time (as is common with many assembly uses), outdoor
1366		gatherings, or sound amplification. Therefore, issues related to noise from
		gatherings, events, vehicles, and equipment must be addressed through
1368		conditions of approval for a special exception permit. Conditions including but
		not limited to the location of outdoor use areas on the property, limitations
1370		on hours or days of operation, and additional noise abatement strategies may
		<u>be required.</u>
1372	4.	Lighting. Lighting of outdoor areas must be cut-off or fully shielded to reduce
		glare and prevent light overspill into adjacent properties. Lighting for sports
1374		fields and outdoor recreation areas, where operational characteristics prevent
		the use of cut-off or fully shielded lights, must be turned off no later than
1376		<u>10:00 p.m. or be located such that the lights are not visible from a residential</u>
		zoning district or residential uses in an approved PD.
1378	5.	One- and Two-Family Residential Zoning Districts. In order to protect the
		surrounding residential neighborhood from the encroachment or expansion of
1380		civic assembly uses, assembly facilities located in one- or two-family
		residential zoning districts must meet the following additional standards:
1382		a) Desired Development Patterns. Assembly facilities located in residential
		zoning districts should function as compact, singular sites and all desired
1384		activities and required facilities (to include parking facilities, principal use
		buildings, and accessory use buildings) should be located on one
1386		development site consisting entirely of contiguous parcels of land, which
		may include property located directly across the street.

1388	b)	Non-contiguous Parcels. Where a parcel owned or leased by the civic
1200		assembly use is not contiguous to the parcel(s) containing the principal
1390		assembly building, the use of the non-contiguous parcel(s) is limited to the
1202		following uses: occasional overflow parking (maximum two (2) times per
1392		week and located within a five (5)-minute walk defined as quarter (1/4) mile
1204		of continuous sidewalk), passive recreation space, playgrounds, walking
1394		trails, outdoor classrooms or seating, or reflection or meditation space.
	C)	Acquisition of Land. If additional property is acquired for use by the
1396		assembly facility, an amendment to the special exception permit shall be
		required prior to any development on the property.
1398	6.17.6 Condition	as Specific to Zoning Districts:
	<u>R-AH: Mu</u>	ist meet non-residential acreage requirement established within this zoning
1400	<u>district.</u>	
	6.18 <u>Solar Faci</u>	lities
1402	6.18.1 <u>General C</u>	Conditions:
	a) <u>Site pla</u>	an approval is required for all ground-mounted or floating solar energy
1404	<u>systen</u>	ns, except for ground-mounted solar as an accessory use.
1406		ardous areas must be fenced and properly signed to notify the public of tial safety hazards.
	c) <u>Power</u>	and communication lines - Power and communication lines running
1408	betwe	en banks of solar panels and to nearby electric substations or
		<u>onnections with buildings shall be buried in a manner consistent with</u>
1410		able code requirements. Exemptions may be granted by the Board of
1412		y Commissioners in instances where soil conditions, water courses, or other nts of the natural landscape interfere with the ability to bury lines, or
1412		ice makes burial infeasible, at the discretion of the Planning Manager. Points
1414		erconnection may be above ground.
		ors — All solar energy systems using a reflector to enhance solar
1416		ction shall control and minimize the glare from the reflector affecting
	•	ent or nearby properties.
1418		ed open space and plantings must be maintained per the approved plans.
		equired, fencing shall be a minimum of seven (7) feet in height. Where
1420		I habitats are present, fencing shall have four (4) to six (6) inches openings
		ground-level to allow for the passage of wildlife.
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1422	6.18.2	Additional Special Exception Criteria:
1424		Where permitted as a special exception, the application shall demonstrate that the property is of marginal value for other uses. Preferred sites include: airport safety zones (subject to glare studies) and brownfields.
1426	6.18.3	Specific to Roof-Mounted Solar Energy Systems:
1428 1430		 a) For a roof-mounted system installed on a sloped roof that faces the front yard of a lot, the system must be installed at the same angle as the roof on which it is installed with a maximum distance, measured perpendicular to the roof, of eighteen (18) inches between the roof and highest edge or surface of the system.
1432		b) For a roof-mounted system installed on a sloped roof, the highest point of the system shall not exceed the highest point of the roof to which it is attached.
1434		c) Notwithstanding the height limitations of the zoning district: For a roof-mounted system installed on a flat roof, the highest point of the system shall be permitted to extend up to six (6) feet above the roof to which it is attached.
1436	6.18.4	Specific to Building-Integrated Solar Energy Systems:
1438		a) <u>Building-integrated solar systems are subject to the zoning criteria for buildings</u> within the applicable zoning district.
1440		b) <u>Building-integrated solar systems may be integrated into non-habitable structures</u> <u>such as shade-structures, public art, or carports subject to the criteria otherwise</u> <u>applicable to such structures.</u>
1442	6.18.5	Specific to Ground-Mounted Solar Energy System
1444		a) Maximum Height: Ground- or pole-mounted solar energy systems shall not exceed fifteen (15) feet in height when oriented at maximum tilt.
		b) <u>System Scale:</u>
1446		1. <u>Accessory:</u>
1448		a) <u>Definition: Occupy less than twenty (20) percent of the lot and the solar</u> energy system is less than 40,000 square feet of land area.
1450		 b) For residential properties: A ground-mounted solar system must be located in the rear yard.
1452		c) <u>Must adhere to the applicable zoning district setbacks. Accessory structure</u> <u>setbacks may be used where applicable. Square footage of above ground</u>
1454		<u>elements of a ground-mounted solar system shall not count against area</u> coverage maximums for accessory structures.

	2. <u>Medium:</u>
1456	Solar energy systems with less than ten (10) impacted acres that do not meet
	the standards for accessory systems.
1458	3. <u>Large:</u>
	a) Solar energy systems resulting in more than ten (10) impacted acres.
1460	b) Specific to Floating Solar Energy Systems:
1462 1464	c) Floating solar energy systems which occupy less than thirty (30) percent of a proposed stormwater facility and less than 40,000 square feet may be considered an accessory use. All other floating solar energy facilities shall be a special exception. In no case shall a floating solar0 energy system exceed sixty (60) percent of the area of a stormwater facility.
1466	6.18.6 <u>Specific to parking lots.</u>
1400	Solar systems designed to provide shade over required parking spaces or over
1468	walkways in parking lots of non-residential or multi-family uses:
1470	a) <u>Are considered accessory use and are not subject to limitations on size or lot</u> <u>coverage.</u>
	b) <u>May extend to twenty (20) feet in height.</u>
1472	 c) <u>Parking spaces covered using solar canopies shall be exempt from tree</u> requirements provided that:
1474	1. Along each edge of the parking lot that abuts a public street or a property
	line, trees must be provided at intervals of not more than fifty (50) feet on
1476	center for canopy trees or thirty (30) feet on center for understory trees.
	2. If parking is located between the public street and the main entrance of the
1478	building, a walkway must be provided which creates a direct connection
1480	between the public sidewalk and the main entrance. 3. Walkways must be shaded with either solar canopy structures, awnings, or
1400	trees.
1482	4. Parking areas exceeding six (6) acres must be divided into blocks not
	exceeding four (4) acres separated by an internal drive or pedestrian path
1484	<u>which shall incorporate trees at intervals of not more than fifty (50) feet on</u> center for canopy trees or thirty (30) feet on center for understory trees.
1486	6.18.7 Landscape Requirements:
	<u>Ground cover and buffer areas — the following provisions shall apply to the clearing</u>
1488	of existing vegetation and establishment of vegetated ground cover for Medium and

1490	Large Ground Mounted Solar Energy Systems. Additional site-specific conditions may apply as required.
1492	a) <u>Large-scale removal of mature trees on the site is prohibited. Tree removal is</u> <u>subject to the requirements of the Chapter 60: Arbor and site plan requirements.</u>
1494	b) <u>Ground-mounted solar facilities shall be a minimum distance of thirty (30) feet from</u> <u>canopy trees (as measured from tree center) in order to minimize maintenance costs.</u> <u>The applicant shall submit a vegetative management plan prepared by a qualified</u>
1496	professional. The plan shall identify:
1498	 <u>The natural resource professionals consulted or responsible for the plan.</u> <u>The conservation, habitat, eco-system, or agricultural goals, which may</u> include: providing habitat for pollinators such as bees and monarch
1500	butterflies, providing habitat for wildlife such as upland nesting birds and other wildlife, establishing vegetation for livestock grazing, reducing on-site
1502	soil erosion, and improving or protecting surface or ground-water quality. 3. The intended mix of vegetation upon establishment.
1504	4. The management methods and schedules for how the vegetation will be
1506	<u>managed on an annual basis, with particular attention given to the</u> <u>establishment period of approximately three years.</u>
	c) <u>Perennial vegetation shall be planted and maintained for the full operational life of</u>
1508	the project, to prevent erosion, manage runoff, and build soil.
	d) Vegetative cover should include a mix of perennial grasses and wildflowers that
1510	will preferably result in a short stature with a diversity of or flowering plants that
1512	<u>bloom throughout the growing season. Blooming shrubs may be used in buffer</u> areas as appropriate for visual screening. Perennial vegetation (grasses and forbs)
	as listed on the Approved Plant Species List or Florida-Friendly Plant Guide for the
1514	Central Florida Region and appropriate USDA Plant Hardiness Zone, are
1516	preferably native to Florida, but where appropriate to the vegetative management plan goals, may also include other naturalized and non-invasive species which
1518	provide habitat for pollinators and wildlife and/or other ecosystem services (i.e. clovers).
1520	e) <u>Plant material must not have been treated with systemic insecticides, particularly</u> <u>neonicotinoids.</u>
1522	f) <u>The applicant shall submit a financial guarantee in the form of a letter of credit,</u> <u>cash deposit or bond in favor of the Seminole County equal to 125% of the costs</u>
	to establish the vegetative management plan. The financial guarantee shall
1524	remain in effect until vegetation is sufficiently established. Page 92 of 303

6.18.8 Facilities and Notifications:

1526 1528		a) Foundations - A qualified engineer shall certify that the foundation and design of the solar panel racking and support is within accepted professional standards, including but not limited to wind loads, given local soil and climate conditions.
1530		b) <u>Approved Solar Components — Electric solar energy system components must</u> <u>have an Underwriters Laboratories (UL) or equivalent listing and solar hot water</u> <u>systems must have a Solar Rating and Certification Corporation (SRCC) rating.</u>
1532		c) <u>Compliance with Building Code</u> — All solar energy systems shall meet approval of <u>local building code officials, consistent with the State of Florida Building Code</u> ,
1534		and solar thermal systems shall comply with HVAC-related requirements of the Florida Energy Code.
1536		d) <u>Utility Notification: All grid-intertie solar energy systems shall notify the relevant</u> electric utility and comply with the interconnection requirements of the electric
1538		utility. Off-grid systems are exempt from this requirement.
		e) Aviation Protection: Solar farms located within 500 feet of an airport or within the
1540		<u>approach zones of an airport must notify the airport and may be subject to</u> additional analysis. Evidence of notification and any required submittals shall be
1542		provided to the County.
	6.18.9	Decommissioning:
1544		a) A decommissioning plan shall be required to ensure that facilities are properly
		removed after their useful life for the following systems:
1546		1. Any medium or large solar energy system.
		2. Any floating solar energy system.
1548		b) The decommissioning plan must meet the following requirements:
		1. Decommissioning of the system must occur in the event the project is not in
1550		use for twelve (12) consecutive months.
		2. The plan shall include provisions for removal of all structures and foundations,
1552		disposal, restoration of soil and vegetation and assurances that financial
		resources will be available to fully decommission the site.
1554		3. <u>Seminole County may require the posting of a bond, letter of credit or the</u>
		establishment of an escrow account to ensure proper decommissioning.
1556	6.19	Backyard Chicken Program
	6.19.1	Intent, definitions, applicability
1558		a) The intent of this Ordinance <u>Section</u> is to create and implement a Backyard Chicken Program to permit the keeping of chickens on occupied single-family lots

1560		located in the unincorporated areas of the County, subject to the terms and conditions of this Ordinance <u>Section</u> .
1562	b)	For the purposes of this Ordinance <u>Section</u> , the term "chicken" refers to female chickens (hens) only.
1564	c)	This Ordinance Section does not authorize persons to violate applicable restrictive covenants or homeowners' association rules and regulations. The County does
1566		not police or enforce private restrictive covenants or homeowners' association rules and regulations. Persons applying for and receiving permits under this
1568		Ordinance are keeping backyard chickens are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and
1570		regulations.
1572	d)	The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, and foxes.
1574	e)	The term "subject property" is the occupied single-family residential lot with which the backyard chicken <u>s</u> Program permit is associated.
1576	f)	A permit under the <u>The B</u> ackyard Chicken Program is not applicable to or required for a single-family residential lot on which poultry production is a
		permitted use.
1578		e rmit and g <u>G</u> eneral conditions for the keeping of chickens on occupied single- mily residential lots.
1580	a)	Persons desiring to participate in the Backyard Chicken Program must apply for and obtain a permit from the Planning and Development Manager or his/her
1582		designee prior to keeping chickens. The Planning and Development Division shall charge a non-refundable fee as established in the Administrative Code to persons
1584		applying for a permit under this Ordinance to cover processing costs. If the person applying for a permit is not the fee simple owner of the subject property,
1586		the fee simple owner must provide owner authorization and consent to the application. Only one (1) permit per occupied single-family residential lot will be
1588		issue
	b)	In order to obtain a permit under this Ordinance, persons applying for a Backyard
1590		Chicken Program permit must show that he/she can meet the requirements of
1500		this Ordinance Section. The County will conduct site inspections of the subject
1592		property to make compliance determinations under this Ordinance Section. The Planning and Development Manager may deny a permit application if he/she
1594		determines that the person(s) applying for a permit cannot meet the
		requirements of this Ordinance Section. The issuance of a Backyard Chicken
1596		Program permit is conditioned upon and subject to the terms and conditions of
		this Ordinance Existing permits issued under the Backyard Chicken Pilot Program

1598	prior to the adoption of this Ordinance shall be extended and included as part of the Backyard Chicken Program subject to the Requirements of this Ordinance.
1600	c) a) Persons applying for a keeping backyard chickens pursuant to this Section Program permit are encouraged to must successfully complete provide proof of
1602	successful completion of a University of Florida Agricultural Extension Service (UF IFAS) class or an equivalent class approved by the Seminole County UF IFAS
1604	Extension on the care and raising of chickens. The Planning and Development
1606	 d) b) Persons applying for keeping backyard chickens pursuant to this Section in a Backyard Chicken Program permit thereby (a) agree to the terms and conditions
1608	of this Ordinance Section, and (b) upon a code enforcement complaint, grant the County and its officers, employees and agents a right-of-entry upon the subject
1610	property (including the rear yard) for inspection purposes to ensure compliance with this Ordinance <u>Section. (c) agree to remove chickens and chicken coops and</u>
1612	enclosures upon the termination or expiration of a Backyard Chicken Program permit, and (d) hold the County and its officials, officers, employees and agents
1614	harmless concerning matters relating to the Backyard Chicken Program permit and this Ordinance.
1616	e) <u>c)</u> Up to four (4) <u>six (6) backyard</u> chickens may be kept on an occupied single- family residential lot. upon receiving a Backyard Chicken Program permit from the
1618	Planning and Development Manager or his/her designee. Chickens shall not be kept on duplex, triplex, or multi-family properties, or within mobile
1620	home/manufactured home parks.
1622	f) d) Backyard chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of their owner in compliance with this Ordinance Section. Such supervised roaming must be
1624	confined to the backyard of the subject property.
1626	g) e) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this Ordinance Section.
1628	 <u>h</u>) <u>f</u>) Backyard chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens for commercial purposes is prohibited.
1630	i) g) Backyard chickens may not be bred or slaughtered on premises. Backyard chickens shall not be used or trained for the purpose of fighting for amusement,
1632	sport or financial gain.
1634	 j) h) The coop and enclosure must be screened from the neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient enough to create an opaque screen).

1636	<u>k)</u> <u>i)</u> All applicable building permits must be obtained prior to constructing fences and the enclosures to house chickens.
1638	i) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kill
	a chicken that wanders onto the property at which the dog or cat resides will not
1640	for that reason alone, be considered a dangerous or aggressive animal.
	m) <u>k)</u> Deceased chickens must be properly disposed of within twenty-four (24) hours
1642	of expiring and in accordance with Florida law. Contact a University of Florida
	Agricultural Extension Service office for requirements regarding proper disposal
1644	methods.
	n) I) No manure may be allowed to accumulate on the floor of the coop or ground.
1646	Permit holders Persons keeping backyard chickens must implement a manure
	management program, whereby the coop and enclosure are cleaned regularly. Fo
1648	example, a fly-tight bin for storage of manure could be utilized; the size of which
	must be sufficient to contain all accumulations of manure. A manure box inside
1650	the coop is recommended. The fly-tight bin must be kept at least twenty (20) feet
1650	away from all property lines. Composting of chicken manure may be allowed in
1652	the enclosed fly-tight bin. There shall be no perceptible odor emanating from the manure storage/composting bin.
1654	
1054	6.19.3 Location and requirements for chicken coops and enclosures
1656	 a) Chicken coops and fenced enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will is be allowed in any front or side
1050	yard. Yard, as used in this provision, references location, not building setback
1658	area.
	b) The coop and enclosure must be a minimum of ten (10) feet from the rear and
1660	side property lines and twenty (20) feet from any neighboring residential homes.
	On corner lots, coops and enclosures must meet the required side street setback
1662	per the subject property's applicable zoning district.
	c) If the coop structure exceeds one hundred (100) square feet in size (ten-foot by
1664	ten-foot), a building permit is required under the Florida Building Code.
	d) The coop must be covered and ventilated, and a fenced enclosure/run is required
1666	The coop and enclosure must be completely secured from predators, including all
	openings, ventilation holes, doors, and gates. Fencing or roofing is required over
1668	the enclosure in addition to the coop, in order to protect the chickens from
	predators. The coop must also be tied down for wind resistance.
1670	e) For properties located in a Seminole County Urban Bear Management Area, feed,
1670	coops, and runs must be secured, and chickens protected from bears in
1672	accordance with the Florida Fish and Wildlife Conservation Commission guidelines for "Living with Florida Black Bears". All outdoor attractants must be
	Page 96 of 303

1674		secured. If electric fencing is utilized, it may only be installed around the coop, pen, and run and not along the property lines or anywhere else on the property.
1676	f)	All stored feed must be kept in a rodent and predator-proof container or inside a secured structure.
1678	g)	The coop must provide a minimum of four (4) three (3) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to
1680		permit free movement of the chickens. The coop may not be taller than eight (8) <u>twelve (12) feet</u> , measured from the natural grade, and must be easily accessible
1682		for cleaning and maintenance. Coops may not exceed a maximum of one hundred fifty (150) seventy (170) square feet.
1684		ealth, sanitation and nuisance as applied to the keeping of chickens.
4.6.0.6	a)	Backyard chickens must be kept within a coop and enclosure and may not be
1686		allowed to roam outside the subject property. Backyard chickens may not be released or set free from such coop or enclosure unless the chickens are under
1688		the direct supervision of their owner. Chickens may be allowed to roam outside the coop and run within their owner's backyard under the immediate supervision
1690		of their owners for limited periods of time for purposes of socializing, interaction and cleaning of the coop and run.
1692	b)	Chicken coops and enclosures must <u>always</u> be maintained in a clean and sanitary condition. Activities subject to the Backyard Chicken Program permit <u>this Section</u>
1694		must be conducted in a manner that does not create any nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition. There shall be
1696		no perceptible odor that is objectionable to neighboring properties emanating from the chickens or the enclosure.
1698	c)	In a public health emergency declared by the Seminole County Health Department, including, but not limited to, an outbreak of Avian Flu or West Nile
1700		virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. <u>Persons keeping</u> backyard chickens
1702		Program permit holders consent to must be incompliance with such required corrective action.
1704	6.19.5 Vie	olations
	a)	In the event that a violation of this-Ordinance Section occurs, the County has the
1706		right to undertake one (1) or more of the following remedies or actions:
		1. Institute code enforcement proceedings and prosecute code violations against
1708		the violator and the property owner of the real property where the violation occurs;

1710	2. Issue a civil citation as a Class III violation to the violator for each violation in accordance with Section 53.32 of the Seminole County Code of Ordinance
1712	Sections; <u>and/or</u>
1714	3. Take any other action or remedy authorized by law or in equity, including, but not limited to, instituting an action in court to enjoin violating actions, in
	which case the violating person shall be liable to the County for
1716	reimbursement of the County's attorneys' fees and costs concerning such action. ; and/or
1718	4. Revoke the Backyard Chicken Program permit for the keeping of chickens and <u>Require that the chickens be removed within ten (10) days.</u>

DRAFT - Seminole County Land Development Code (Development Standards)

								RESIDEN	ΓIAL								UNIT OF MEASURE
	Single and Two Family Dwelling Districts									Multiple Family Dwelling Districts			Mobile Home Districts			Other	
AREA AND DIMENSION REGULATIONS	RC-1	R- 1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3	R-3A	R-4	RM-1	RM-2	RM-3	RP	
Min. Lot Area Required	43,560	21,180	13,500	11,700	9,000	8,400	6,700	5,000	9,000				7,000	5,000	1,500	9,000	Sq. Feet
Min. Parcel/Lot Width at Building Line	120	100	100	90	75	70	60	50	75				70	50 ⁽⁷⁾	30	75	Feet
Min. Front Yard Requirement	35	25	25	25	25	25	20	20	25	25 ⁽⁴⁾⁻	25 ⁽⁴⁾	25- ⁽⁶⁾⁻	20 ⁽⁹⁾	20	25 ⁽¹⁰⁾	25	Feet
Min. Side Yard abutting street or road	35	25	25	25	25 / 15 (3)	25 / 15 (3)	20 <u>/</u> 15 (3)	20 / 15 (3)	25 <u>15</u> ⁽³⁾				20 ⁽⁹⁾	20	25 ⁽¹⁰⁾	25	Feet
Min. Side Yard Requirement	20	10	10	10	7.5	7.5	7.5	5	10	25 ⁽⁴⁾⁻	25 ⁽⁴⁾⁻	25 ⁽⁶⁾	10 ⁽⁹⁾	10	25 ⁽¹⁰⁾	10	Feet
Min. Rear Yard Requirement	35	30	30	30	30	30	25	20	30	25 ⁽⁴⁾	25 ⁽⁴⁾	25 ⁽⁶⁾	20 ⁽⁹⁾	15	25 ⁽¹⁰⁾	30	Feet
Open Space ⁽¹⁸⁾⁽¹⁹⁾	-	-	-	-	-	-	-	-	-	25%	25%	35% 200 sq. ft. per DU	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35	35	35	35	35	35	35	35	35	35	35	60 ⁽⁵⁾	35	35	35	1 Story ⁽⁸⁾	Feet
Minimum Living Area Per Unit:	<u>700</u> 1200	<u>700</u> 1600	<u>700</u> 1600-	<u>700</u> 1300	<u>700</u> 1100	<u>450</u> 700	<u>450</u> 700	<u>450</u> 700	<u>450</u> 700	-	-	-	-	-	-	-	Square Feet
Accessory Structures ⁽¹⁾											-			•	1	1	
Min. Front setback	(11)	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	<u>(11)</u>	(2)	(2)	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(11)</u>	Feet
Min. Side Yard Requirement	20	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	Feet
Min. Rear Yard Requirement	20	10	10	10	10	10	10	10	10	(2)	(2)	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	<u>(2)</u>	Feet

Draft 3/14/2022

(1) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and othe requirements applicable to the main residential structure located on the same parcel.

(2) Yard requirements shall be the same as those for the primary structure.

(3) Greater setbacks may be required on intersections with Street side minimum yard shall be reduced to fifteen (15) feet for corner lots to be located on intersections without geometric restrictions or other sight limitations. If corner sight obstructions or restrictions exist due to the horizontal or vertical controls, each case shall be individually review

and approved by the Traffic Engineer to ensure a safe design in accordance with the AASHTO requirements.

(4) Thirty five (35) feet for two story.

(5) No building or structure shall exceed sixty (60) feet, and FAA approval shall be obtained for buildings exceeding thirty-five (35) feet in height.

(6) Increased an additional ten (10) feet for each story over one (2)

(7) Each mobile home residence space shall be not less than five thousand (5,000) square feet and have a minimum average width of fifty (50) feet.

(8) For new construction only

(9) A setback of fifty (50) feet shall be provided from lot lines and any street right-of-way which borders the RM-1 Mobile Homes District.

(10) The entire park, except for access and egress, shall be set back twenty-five (25) feet from any property line

(11) Structure shall not project forward of the front building line of the principal structure.

(18) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space (19) Open space features and configuration shall be consistent with the requirements of Part 69, Chapter 30.

To maintain visual compatibility within and between the various single-family zoning classifications in terms of dwelling unit size, the above minimum dwelling unit size

requirements may be increased at the time of rezoning by the Board of County Commissioners. In determining the appropriateness of larger minimum dwelling unit size requirements, the following criteria shall be considered:(1)The extent to which the increased dwelling unit size is more compatible with existing dwelling units on adjacent parcels; and(2)The extent to which the increased dwelling unit size provides a transition from adjacent larger units, through the proposed development site, to existing smaller units or land oned to permit smaller units in the immediate vicinity of the proposed development site

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		AGRICU	JLTURE				COMM	ERCIAL			I	NDUSTRIA	L	Otł	ner	UNIT OF MEASURE
AREA AND DIMENSION REGULATIONS	A-10	A-5	A-3	A-1	OP	CN	CS	C-1	C-2	C-3	M-1A	M-1	M-2	UC	PLI	
Min. Parcel Area Required	10 Acres	5 Acres	3 Acres	1 Acre	15,000	(14)	(14)	(14)	(14)	(14)	N/A	N/A	N/A	10,000	-	Sq. Feet
Min. Parcel Width at Building Line	150	150	150	150	100	-	-	_	-	-	-	-	-	-	-	Feet
Min. Front Yard Requirement	50	50	50	50	25	50	50	25	25	25	50 ⁽¹⁶⁾	50 ⁽¹⁶⁾	50 ⁽¹⁶⁾	25	25	Feet
Min. Side Yard abutting street or road	50	50	50	50	0 (12)	0 (12)	0 (12)	0 (12)	0 (12)	0 (12)	10 (17)	10 (17)	10 ⁽¹⁷⁾	25	25	Feet
Min. Side Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	0 (12)	0 (12)	0 (12)	0 (12)	0 (12)	0 (12)	10 (17)	10 (17)	10 (17)	25	25	Feet
Min. Rear Yard Requirement	30 ⁽³⁾	30 ⁽³⁾	30 ⁽³⁾	30 ⁽³⁾	10	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 (15)	10	10	10	25	25	Feet
Open Space ⁽¹⁸⁾	-	-	-	_	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35 ⁽¹⁾	35 ⁽¹⁾	35 ⁽¹⁾	35 ⁽¹⁾	35	35	35	35	35	35	35	35	35	100	35	Feet
Structures Accessory to Residences ⁽⁴⁾																
Min. Front setback	(2) (3)	(2) (3)	(2) (3)	(2) (3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Side Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Rear Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet

Draft 3/14/2022

(1) Silos, granaries, windmills, barns, and other structures concurrent to the operation of an agriculture enterprise may exceed the height limit.

(2) Setback shall be equal to or greater than the main residence unless setback is equal to or greater than 100 feet.

(3) Barns & structures for livestock, structures for agricultural use shall have minimum 50 ft. front, side and rear setbacks be distanced a minimum of 100 ft. from any resider lot or parcel.

(4) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.

(5) Yard requirements shall be same as for the primary structure

(12) Side yard setback may be reduced to zero (0) feet except when a side lot line abuts property assigned a residential zoning classification or land use designation. (14) No minimum building site area required; however, adequate space will be provided for off-street parking, loading, and landscaping requirements. (15) Rear yard setback shall be a minimum of ten (10) feet unless a rear lot line abuts property assigned a residential zoning classification or land use designation.

(16) Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall beretained as a landscaped green area and remain unpaved except for normal entrance drives, and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet of such yard may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if the not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and that sufficient area for the loading and unloading of vehicles is provided, consistent with generally acceptable accepted engineering practices and principles.

(17) Rear. A rear yard of not less than ten (10) feet shall be provided except that, on a lot having a double frontage, the front yard requirements shall apply on both streets. Rear yards may be reduced to zero (0) when the rear property line coincides with a railroad siding; however, no trackage shall be located nearer than three hundred (300) feet to any residential district.

(18) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.

Fo maintain visual compatibility within and between the various single-family zoning classifications in terms of dwelling unit size, the above minimum dwelling unit size requirements may be increased at the time of rezoning by the Board of County Commissioners. In determining the appropriateness of larger minimum dwelling unit size requirements, the following criteria shall be considered:(1)The extent to which the increased dwelling unit size is more compatible with existing dwelling units on adjacent parcels; and(2)The extent to which the increased dwelling unit size provides a transition from adjacent larger units, through the proposed development site, to existing smaller units or land zoned to permit smaller units in the immediate vicinity of the proposed development site.

ntial structure on a	n adjacent
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1720 PART 7 DEVELOPMENT STANDARDS

7.1 <u>Applicability</u>

- 7.1.1 <u>No building, structure or part thereof shall be erected, constructed, reconstructed, located, moved or structurally altered except in conformity with the development</u>
 1724 <u>standards of this Part except as otherwise permitted by this Code.</u>
 - 7.2 <u>General Standards</u>
- 1726 7.2.1 Measurement of setbacks SEC. 30.1343
- a) Setbacks shall be measured perpendicular to along the distance from the property
 line to the first vertical plane which intersects any portion nearest vertical surface of the structure other than except for a nominal roof overhang except that, with
 regard to rear yard setbacks, the setback shall be measured parallel with the side of the dwelling unit such that wherever the line strikes the closest property line
 shall be the point at which the rear yard setbacks is measured. The graphic depiction set forth below relative to rear yard setbacks is hereby incorporated
 into this provision.
- b) <u>In residential subdivisions approved after the effective date of this Section, there</u>
 shall be a minimum setback of twenty (20) feet from the nearest edge of a
 sidewalk to a garage or carport, notwithstanding any other provision of this Code.
- 1738 7.2.2 Setbacks for Future Road Widening SEC. 30.1342
- 7.2.3 Minimum setbacks from water bodies SEC 30.1380.3
- a) New Principal Buildings in all zoning districts on lots or parcels legally created after the effective date of these regulations shall be located a minimum distance of
 fifty (50) feet from the shoreline of Natural Water Bodies as determined by the Normal High Water Elevation. For the purposes of these regulations, "legally
 created" shall include developments having received Preliminary Subdivision Plan approval pursuant to Chapter 35 of the Land Development Code of Seminole
 County.
- b) New Principal Buildings in all zoning districts on lots or parcels that were legally
 created or have received Preliminary Subdivision Plan approval prior to the
 effective date of these regulations shall meet the setback from the shoreline of
 Natural Water Bodies in effect at the time the Preliminary Subdivision Plan was
 approved or the lot or parcel was created.
- 1752 c) <u>Swimming</u> Pools and <u>Accessory Structures:</u>

		1. All Accessory structures, excluding docks and bota houses, shall be located a
1754		minimum distance of twenty-five (25) feet from the shoreline of a Natural
		Water Body as determined by the Normal High Water Elevation
1756		2. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from the shoreline of a Natural Water Body as determined by the Normal
1758		High Water Elevation.
1760		 A screen enclosure shall be located a minimum distance of twenty-five (25) feet from the shoreline of a Natural Water Body as determined by the Normal High Water Elevation.
1762		d) The terms "Natural Water Body" and "Normal Ordinary High Water Elevation" shall be as established by the County and field-verified by a professional surveyor, and
1764		must be shown on a certified survey that is no more than five (5) years old. For the purpose of this Section, the terms "Natural Water Body" and "Normal
1766		<u>High Water Elevation" shall be as defined in Section 2.3 of this Code. Where</u> setbacks are required under this Section, the Normal High Water Elevation shall
1768		be as established by the County and field-verified by a professional surveyor, and
		must be shown on a certified survey that is no more than five (5) years old.
1770	7.2.4	Location of swimming pools and pool screen enclosures – SEC. 30.1345.1
1770 1772	7.2.4	 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it
	7.2.4	Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet
1772	7.2.4	Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from the shoreline of a Natural Water Body
1772 1774	7.2.4	 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. The water's edge of a pool shall be located a
1772 1774 1776	7.2.4	 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from the shoreline of a Natural Water Body as determined by the Normal High Water Elevation. b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet
1772 1774 1776 1778	7.2.4	 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from the shoreline of a Natural Water Body as determined by the Normal High Water Elevation. b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel or piece of land than the Principal Building. For the purpose of this
1772 1774 1776 1778 1780	7.2.4	 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from the shoreline of a Natural Water Body as determined by the Normal High Water Elevation. b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a

1788 1790		c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line.
1792		(d) For the purpose of this Section, the terms "Natural Water Body" and "Normal High Water Elevation" shall be as defined in Section 2.3 of this Code. Where setbacks are required under this Section, the Normal High Water Elevation shall be as
1794		established by the County and field-verified by a professional surveyor, and must be shown on a certified survey that is no more than five (5) years old.
1796		d) <u>Refer to Part 7.2.3 for specific setback standards for pools near a Natural Water</u> <u>Body</u>
1798		e) Pool grading shall not affect adjacent properties and the pools shall be designed so that the backwash discharges to the street, unless otherwise approved by the
1800		Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole
1802		County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of the Public Works Department Engineering Manual.
1804	7.2.5	Yards – SEC. 30.1346
1806		On double-frontage through lots, the required front yard shall be provided on each street.
1808	7.2.6 7.2.7 7.2.8	Front yard exceptions in dwelling districts – SEC. 30.1341 Lot widths on irregular shaped lots – SEC. 30.1360 Living Area
1810		Living area described the covered and conditioned space within a structure which excludes garages, carports, open or screened porches, or breezeways.
1812		Height limitations on amateur radio operator's equipment – SEC. 30.1347 Height limitations on property assigned a non-residential zoning classification – SEC.
1814	7.3	30.1347 Dimensional Standards Table
1010		
1816	7.3.1	Dimensional and other standards associated with conventional residential zoning districts and select Special Zoning districts are described in the table below.
1818		See Dimensional Standards Table enclosed
1820	7.3.2	Dimensional and other standards associated with conventional non-residential zoning districts and select Special Zoning districts are described in the table below.
		See Dimensional Standards Table enclosed

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1822 PART 8 <u>SPECIAL ZONING DISTRICTS</u>

8.1 <u>Description of Special Zoning Districts</u>

1824	8.1.1	<u>Purpose</u>
1826 1828		Special Zoning Districts are intended to address development that incorporates multiple uses or typologies and/or addresses a specific goal in the comprehensive plan requiring the implementation of interrelated standards specific to that development type
1020		development type.
	8.1.2	Subdivision Standards in Special Zoning Districts
1830		Special Districts may incorporate subdivision standards that are specific to that district. Such standards are intended to facilitate the specific goal of the applicable
1832		district and apply only to that district.
	8.2	MUCD Mixed Use Corridor District
1834	8.2.1	Intent and Purpose
1836		The Mixed-Use Corridor District is intended to enable and encourage efficient use of land, reduce cost of public infrastructure, and support flexible transportation options, including walking and bicycling, by locating complementary uses in close proximity
1838		to each other and providing for pedestrian-oriented site development to allow users to travel easily between uses. MUCD allows for a blend of various uses including
1840		retail, office, residential, institutional, and limited heavy commercial in a single project and/or in the same building.
1842	8.2.2	Applicability
1012	0.2.2	a) <u>Location</u>
1844		The Mixed-Use Corridor District is permitted in the following comprehensive plan categories:
1846		1. Identified centers and corridors with the comprehensive plan.
		2. Areas with the MXD future land use designation.
1848		b) <u>Rezoning</u>
		Any application for a zoning map amendment to MUCD must be accompanied by

- 1850 <u>a conceptual site plan that includes the following:</u>
 - 1. Density and intensity of the proposed development.
- 1852 2. <u>Proposed uses</u>

1054	3. <u>Points of access to existing roadways and neighboring properties including</u>
1854	future access points to undeveloped properties.
	The submitted conceptual site plan must be evaluated by the Board of County
1856	Commissioners and become a condition of approval of the Mixed-Use Corridor
	District for the subject property.
1858	c) Process for Approval of Substantial Change
	After rezoning of the subject property, any substantial change to the approval
1860	must be evaluated by the Board of County Commissioners through the same
	review process as the original application. Other changes may be approved by the
1862	Development Services Director. The determination of "substantial" change will be
1064	made by the Development Services Director based on criteria such as, but not
1864	limited to, the following:
	1. Increase in the overall density/intensity of the proposal.
1866	2. The addition of a use requiring a Special Exception.
	3. <u>Reconfiguration of or addition of points of access to the site such that</u>
1868	neighboring residents and/or property owners may be adversely affected.
	4. Any change potentially creating additional off-site impacts such as traffic,
1870	noise, stormwater management, and public facility demand.
	5. <u>Deviation(s) from standard LDC requirements exceeding ten (10) percent.</u>
1872	6. A reduction in transportation connectivity within the site.
	7. Any change deemed by the Development Services Director to significantly
1874	change the nature or intent of the proposal.
	d) <u>Final Development Plan Required</u>
1876	Subsequent to rezoning, the applicant must submit a final development plan
	consistent with the development criteria and limitations enacted in the approved
1878	zoning and the MUCD standards. This plan must be reviewed and approved by
	the Development Services Director or designee.
1880	A final development plan must be submitted to the Planning and Development
	Office containing the following information:
1882	1. <u>Proposed uses and their general locations on the site</u>
	2. <u>Building elevations</u>
1884	3. <u>Frontage types</u>
	4. Location of Active Ground Floor Uses

1886		5. Existing residential uses in proximity to the development
1000		6. <u>Setbacks, building heights, landscaped areas, civic spaces and stormwater</u>
1888		 <u>management areas.</u> <u>Site circulation for motor vehicles, pedestrians, and bicycles</u>
1890		8. Access points to external roadways, sidewalks, and trails
		9. Parking lots and structures
1892		10. <u>Boundary survey, tax map reference etc.</u>
		11. Aerial map showing project context (500 to 1000 feet around the site)
1894		Subdivided parcels within a mixed-use development will be subject to all
		development criteria and conditions established in the overall plan. Such plans
1896		may not be altered without approval by the Development Services Director.
	8.2.3	Allowable Uses, Densities, and Intensities
1898		Specific uses proposed must be allowable in MUCD in the Land Use Table 5.2 subject
		to any applicable conditions in or other provisions of this LDC.
1900		a) Permitted Density and Intensity
		Density and Intensity are permitted per the applicable Future Land Use District in
1902		the Comprehensive Plan. For applications incorporating multiple uses, the net
1904		<u>buildable acres for the entire project will be used as the basis for calculating</u> <u>density and for calculating intensity. The site acreage may not be divided for the</u>
150-1		purposes of calculating density/intensity for different uses.
1906		b) <u>Mixed Use Requirements</u>
1900		
1908		Except as provided in this Section, all developments in MUCD shall include one or more uses from at least two of the following use categories as defined in Table
1000		5.2:
1010		- Decidential uses
1910		 <u>Residential uses</u> <u>Public and civic uses</u>
1912		<u>Commercial uses</u>
		Event that single use applications are limited to treats of lass than $\sin(C)$ - π
		Except that single use applications are limited to tracts of less than six (6) acres.
1914		Distinct uses or components of an MUCD development must have a unified site
1010		design and must not be separated into functionally separate development sites.
1916		Separate uses may be located in a single building or multiple buildings and

		typically make joint use of site amenities and facilities, such as open space,
1918		landscaping, parking, and stormwater management.
		c) <u>Active Ground Floor Uses</u>
1920		Where referenced, "active ground floor uses" means uses (permitted in the District) at least twenty (20) feet in depth adjacent to the public sidewalk that are
1922		accessible to the public or used as a common space by building tenants. Examples of such uses include:
1924		 <u>Retail</u> <u>Food and beverage</u>
1926		 Indoor recreation Galleries
1928		 <u>Lobby and reception areas</u> <u>Club rooms with transparent windows</u>
1930		7. Live/Work Units
	8.2.4	Building Height
1932		a) <u>At rezoning, the parcel shall be designated as MUCD High Intensity or MUCD Low</u> Intensity, specifying the maximum allowable height. Stories are measured from
1934		finished floor to finished ceiling. Ground floor stories shall not exceed sixteen (16) feet in height for residential buildings or twenty-five (25) feet in height for non-
1936		residential or mixed-use buildings. Upper stories shall not exceed fourteen (14) feet in height.
1938		b) <u>Height Transitions: Building heights shall be limited to Low Intensity within one</u> <u>hundred (100) feet of existing single-family lots.</u>
1940		c) <u>Buildings exceeding the specified number of stories must have a ten (10)-foot</u> <u>stepback in any wall adjacent to a street.</u> <u>Stepbacks are related to the building</u>
1942		elevation facing the street and are a measure of the horizontal distance between a wall at a specified elevation and its position at street level. Heights may also be
1944		subject to additional restrictions including transition requirements.
		d) Maximum story height and required stepbacks shall apply as described in Table
1946		<u>8.2-A.</u>

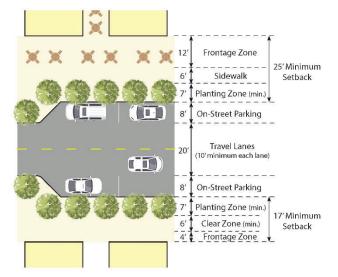
	<u>Min. Parcel</u>	<u>Maximum</u>	<u>Required Stepback</u>
	<u>Area Required</u>	<u>Height</u>	<u>Height</u>
Low Intensity	<u>n/a</u>	<u>3 stories</u>	<u>Above 2 stories</u>
High Intensity	<u>2 Acres</u>	<u>6 stories</u>	<u>Above 3 stories</u>

TABLE 8.2-A: MUCD BUILDING HEIGHT REGULATIONS

1948 8.2.5 Frontage Types

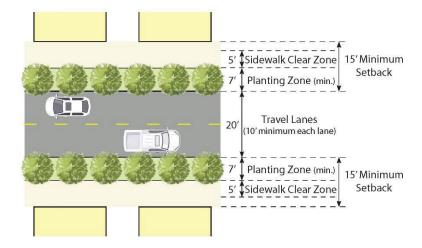
1950

- a) For the purposes of defining frontage types and required design elements:
 - 1. Major Streets are defined as streets with four (4) or more travel lanes.
 - 2. Minor Streets are defined as streets with two (2) travel lanes.
- b) In order to coordinate and set minimum standards for buildings, sidewalks, and public facing areas, each block face within a proposed development must be assigned a frontage type and comply with the standards associated with the applicable frontage type.
- Type A: Active Frontage Type A frontage should be applied to areas predominantly consisting of active ground floor uses such as a "main street."
 These frontages feature generous sidewalks, landscaping, and public amenities such as benches and public trash/recycling receptacles. Type A frontages should have on-street parallel parking. Type A frontage should not be interrupted by driveways.
- 1962 FIGURE 8.2-1 ACTIVE FRONTAGE CONFIGURATION



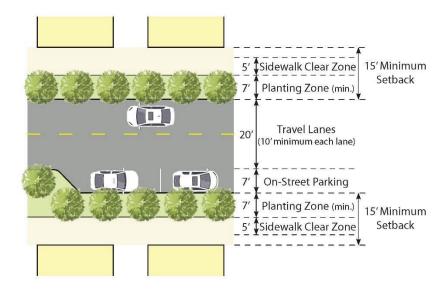
 Type B: Passive Frontage – Type B frontages are appropriate for blocks with building entrances for a variety of less active uses including office and
 residential. They typically have on-street parking. They may include some driveways to access parking, loading, or services when access via a Type C
 Frontage is not feasible or a second entrance is needed.

FIGURE 8.2-2 PASSIVE FRONTAGE WITH PARKING



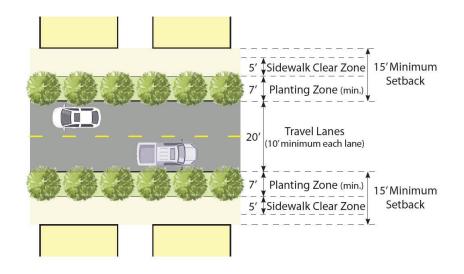
1970

FIGURE 8.2-3 PASSIVE FRONTAGE WITH PARKING ON ONE SIDE



1972

FIGURE 8.2-4 PASSIVE FRONTAGE WITHOUT PARKING



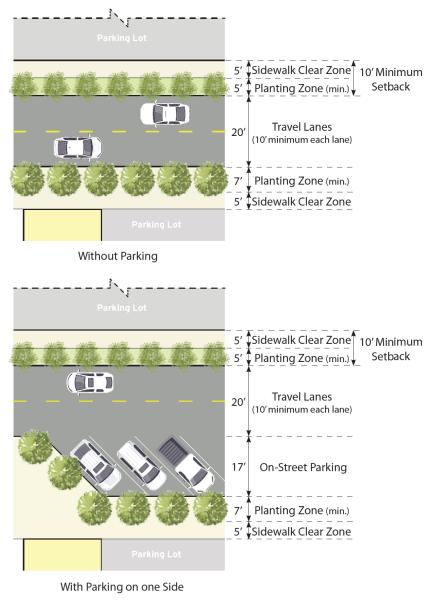
1974

1976

1978

 Type C: Service Frontage – Type C frontages are located adjacent to parking, loading or service areas. Driveways to access parking and loading areas should be located on Type C Frontages whenever feasible. These streets may have angled parking.



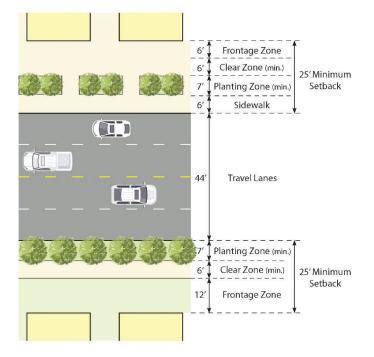


1980

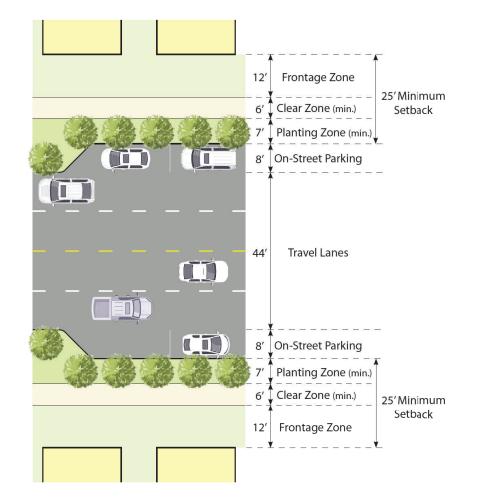
1982

1984

 Frontages on Major Streets – Frontages on existing public roads that are multi-lane constitute a special condition. Frontages along these corridors should be improved to create an enhanced public realm with defined build-to zones. A wider frontage and enhanced landscaping is needed to provide for separation between people walking from higher speed moving traffic.



1986 FIGURE 8.2-6 FRONTAGES ON MAJOR STREET WITHOUT PARKING



1988 FIGURE 8.2-7 FRONTAGES ON MAJOR STREET WITH PARKING

1990	c) <u>Building Frontage</u>
	All habitable structures must have a primary façade within the maximum setback
1992	<u>on a Type A or Type B frontage.</u>
	1. When a building is adjacent to a Type A and a Type B frontage zone, the Type
1994	A zone shall take precedence for placement of the primary facade.
	2. In limited circumstances a building may front on a Type C frontage if a waiver
1996	is granted as part of site plan approval.
	a) On existing streets without parallel parking, the entrance may be located
1998	on the secondary frontage of the building accessible via a walkway
	perpendicular to the public sidewalk.
2000	3. <u>Building facades on Type A and Type B frontage zones must have high quality</u> <u>architectural design.</u>

2002		-	•				blic building entran	•
2004		<u>may be</u>	5				on-street parking, t licular to and conne	
2006	d) <u>Builc</u>	ding Setl	<u>packs/Build-to Z</u>	ones				
	1.	<u>Setback</u>	s from Property	<u>Lines</u>				
2008		<u>At all pr</u> apply.	oject boundarie	<u>s not ab</u>	outting stree	<u>ets t</u>	he following setbac	<u>ks shall</u>
				Mir	nimum			
				Se	tback			
			Rear	<u>25</u>	<u>i feet</u>			
			<u>Side</u>	<u>1(</u>) feet			
2010	2.	Require	d Setbacks from	Streets				
		<u>To ensu</u>	<u>re consistent fro</u>	ntage c	onditions, s	setba	acks are measured	from the
2012		back of	<u>curb. Where the</u>	distanc	e between	the	property line and th	<u>ne curb is</u>
		•					um setback shall be	
2014							to the requirement	
2016							of way, nor shall any proval by the Count	
2010		encroac	<u>IT INTO any utinty</u>	easein		ιαμ	<u>broval by the Count</u>	<u>y.</u>
		a) <u>Builc</u>	<u>d-to zones: Whe</u>	<u>re maxii</u>	num setbad	cks a	apply, the primary fa	açade of the
2018		<u>builc</u>	<u>ling must be loc</u>	ated be	tween the r	<u>mini</u>	mum setback and r	<u>naximum</u>
		<u>setb</u>	ack. This is the "	build-to	o <u>" zone.</u>			
2020		b) <u>Any</u>	<u>existing Minor S</u>	Street sh	all be desig	gnat	ed as an "A" or "B"	<u>street for</u>
		<u>the p</u>	ourposes of setb	<u>ack req</u>	<u>uirements.</u>			
					<u>S</u>	etba	ack from	
					B	Back	of Curb	
					<u>Minimun</u>	<u>n</u>	<u>Maximum</u>	
		<u>Majo</u>	<u>r Streets</u>		<u>25 feet</u>		<u>50 feet</u>	
		<u>A Str</u>	<u>eets</u>		<u>17 feet</u>		<u>25 feet</u>	
		<u>B Stre</u>	<u>eets</u>		<u>15 feet</u>		<u>20 feet</u>	

<u>10 feet</u>

<u>n/a</u>

C Streets

	c) Setbacks exceeding the maximum are permissible to accommodate
2024	landscaped courtyards or outdoor dining areas provided that the
	additional setback does not extend more than fifty (50) feet in depth or in
2026	length.
	d) The following features may extend forward of the minimum setback
2028	provided they do not encroach into public right-of-way:
2030	i. <u>Awnings, canopies, balconies, or other projections that do not</u> <u>obstruct pedestrian movement at street level or impact signalized</u> <u>intersections.</u>
2032	e) The following features may extend forward of the minimum setback
	provided they do not encroach into public right-of-way and/or utility
2034	easements:
2036	i. <u>Galleries or colonnades subject to design approval by the</u> <u>Development Services Director. Colonnades with low ceiling heights,</u> <u>narrow pedestrian ways, or columns that are too large or closely</u>
2038	spaced limit light, discourage pedestrian movement, and create
2040	issues related to Crime Prevention Through Environmental Design (CPTED) by limiting visibility.
	e) <u>Street and Frontage Design</u>
2042	 All streets and internal driveways intended to satisfy block perimeter requirement must meet the standards described in Table 8.2-B.
2044	2. Where referenced, the Sidewalk Clear Zone describes the minimum width of
2046	<u>the sidewalk which must be provided as an unobstructed path for pedestrians</u> from ground level to eight (8) feet in height. This area must be clear of stationary or movable objects such as trees, benches, or retail displays.
2048	3. <u>Outdoor seating for food and beverage uses is permitted on sidewalks. Dining</u> areas shall not encroach into the Sidewalk Clear Zone.
2050	 Sidewalk furniture is required on "A" frontages and includes those features that are intended to enhance the street's physical character and use by
2052	pedestrians, including benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and kiosks.

TABLE 8.2-B REQUIRED ELEMENTS OF MINOR STREET DESIGN

2054

	<u>Type A Frontage</u>	<u>Type B Frontage</u>	<u>Type C Frontage</u>
<u>Number of</u>	<u>2, two-way</u>	<u>2, two-way</u>	<u>2, two-way</u>
<u>Travel Lanes</u>			
Min. Pavement	<u>20 feet minimum</u>	<u>20 feet minimum</u>	<u>20 feet minimum</u>
<u>Width</u>			
<u>Width of Travel</u>	<u>10 feet - 11 feet</u>	<u>10 feet - 11 feet</u>	<u>10 feet - 12 feet</u>
<u>Lanes</u>			
Parking Lane	Parallel, Both sides	Parallel Encouraged	Parallel or Angled
			<u>Permitted</u>
Parking Lane	<u>7 feet – 8 feet</u>	<u>7 feet – 8 feet</u>	<u>7 feet - 8 feet for</u>
<u>Width</u>			<u>parallel</u>
Public Realm Re	equirements:		
Sidewalks ³	<u>Both sides, every</u>	<u>Both sides, every</u>	Both sides, every
	<u>block</u>	<u>block</u>	<u>block</u>
Sidewalk Clear	<u>6 feet minimum</u>	<u>5 feet minimum</u>	<u>5 feet minimum</u>
<u>Zone (min.)¹</u>			
<u>Planting,</u>	<u>8 feet minimum</u>	<u>8 feet minimum</u>	<u>Minimum:</u>
Furnishing and			5 feet for understory
Edge Zone ²			<u>trees</u>
			<u>8 feet for canopy</u>
			street trees
<u>Landscaping</u>	Canopy Street trees	Canopy Street trees in	Street trees in wells,
	<u>in wells or planters</u>	<u>wells, planters, or in a</u>	<u>planters, or in a</u>
		<u>planting strip</u>	<u>planting strip</u>

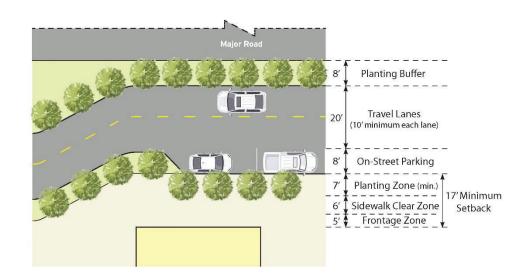
 a) The Sidewalk Clear Zone is the minimum width of the sidewalk which must be provided as an unobstructed path for pedestrians from ground level to eight (8) feet in height. This area must be clear of stationary or movable objects such as trees, benches, or retail displays.
 b) Sidewalk furniture is required on "A" frontages and includes those features that are intended to enhance the street's physical character and use by pedestrians, including benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and kiosks.

631

2064			itdoor seating for food and beveraging areas shall not encroach into t	
2066			iges on Existing Streets	ne pedesthan clear zone.
			sting Major Streets:	
			Public Realm Requirements:	
			Sidewalks	Required
			Sidewalk Clear Zone (min.)	<u>6 feet minimum</u>
			Planting, Furnishing and Edge	<u>7 feet minimum</u>
			Zone	
			Landscaping	Canopy Street trees in wells, planters,
				or in a planting strip
2068		b) <u>Exi</u>	sting Minor Streets:	
		Fro	ontages on Minor Streets should be	designed to meet the Public Realm
2070			<u>quirements of an A or B frontage u</u>	nless otherwise approved by the
		<u>De</u>	velopment Services Director.	
2072	8.2.6	<u>Site Design R</u>	<u>equirements</u>	
		a) <u>Site Desigr</u>	n Guidelines	
2074		<u>The site sl</u>	hould be organized to create an en	hanced pedestrian realm and
		<u>maximize</u>	pedestrian access. Buildings should	be located close to sidewalks as
2076				esign criteria. When substantial retail
2070				rganized along type "A" frontages as
2078		<u>a main str</u>	eet or facing a civic space such as a	a square.
		<u>Existing o</u>	r new streets/drives, whether public	<u>c or private, shall divide the site into</u>
2080			ock perimeters must not exceed 2,	
2002			ent criteria for existing County road	
2082		•	meter is measured as the total leng roughfare rights-of-way, internal st	
		<u>along tho</u>	roughtare rights or way, internal st	reets, and enve spaces.
2084		b) <u>Frontage A</u>	ssignments	
		5	5	onal hierarchy. Highest-quality "A"
2086			-	to have the highest pedestrian traffic.
2000			-	able to travel between destinations
2088		within the	site and to existing public sidewal	<u>ks using A and B frontages.</u>

2090		Facing blocks should be assigned the same frontage type except along major roadways (four or more travel lanes) or facing edge conditions such as civic spaces, natural areas, or water bodies.
2092		Frontages should be coordinated with adjacent development to create a continuous urban pattern.
2094		c) <u>Buffering</u>
2096		Perimeter buffers should be provided as described in <cross-reference> except that perimeter buffers are not required between MUCD-zoned properties. Staff may waive buffer requirements that are inconsistent with the goal of providing for</cross-reference>
2098		multimodal connectivity between complementary uses.
	8.2.7	Circulation and Access
2100		a) Internal Circulation
2102		Internal circulation shall prioritize pedestrians, bicycles, and public transit in a safe and convenient manner. Pedestrian walkways and bicycle paths within the development shall link to adjacent external sidewalks, trails, and public roads. All
2104		structures shall be directly accessible to foot traffic, with pedestrian walkways connecting public sidewalks and parking areas to building entrances.
2106		If a transit stop is located adjacent to the development, it shall be sheltered. Transit shelters and walkway shelters shall be constructed consistent with transit
2108		agency standards for transparency and accessibility.
		b) <u>Cross Access Easements</u>
2110		New construction should create connectivity with existing and potential development on adjacent parcels.
2112		<u>A system of joint use driveways and cross access easements shall be established</u> wherever feasible along external public roadways, and the building site shall
2114		incorporate the following:
2116		 Where provided, frontage lanes should extend along the entire property boundary and provide stub-outs to adjacent properties to provide for driveway separation consistent with access management classification systems
2118		and standards.

FIGURE 8.2-8 FRONTAGE LANE ILLUSTRATION



2120		
		2. Stub-outs should be constructed to meet the requirement that the abutting
2122		properties may be tied in to provide cross access via a service drive.
		3. A unified access and circulation system plan that includes coordinated or
2124		shared parking areas is encouraged wherever feasible.
2126	8.2.8	Parking
		a) Shared parking between uses is permitted consistent with "Reductions for Shared
2128		Parking" under Section 11.4
		b) In all cases, bicycle and motorcycle parking shall be provided consistent with
2130		Sections 11.9.
		c) Variations from parking requirements may be approved by the Development
2132		Services Director as part of an Alternative Parking Plan.
2134		d) <u>Parking may not be located within any required setback except that a frontage</u>
2134		lane may be built parallel to a major street (Figure Reference).
		e) <u>Parking Screening:</u>

1. Where surface parking abuts a sidewalk, a streetscreen must be provided.

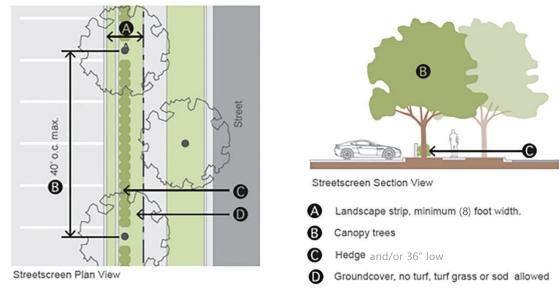


FIGURE 8.2-9: STREETSCREEN ILLUSTRATION

Note: Groundcovers are low growing, spreading perennial plants.

	۷.	Streetscreens (as defined below) must include a landscape area between
2138		fencing and the property line, a minimum of five (5) feet wide, as illustrated in
		<u>Figure 8.2-9.</u>
2140	3.	The landscape area must be composed of groundcover, trees, and hedges.
	4.	Trees are required as follows:
2142		a) Canopy street trees are required between twenty-five (25) and forty (40)
		linear feet on-center, alternating with street trees; or
2144		b) When utilities prohibit canopy trees, understory trees are required every
		twenty (20) linear feet on-center.
2146	5.	Streetscreens (as defined below) that are longer than eighty (80) feet require a
		hedge as follows:
2148		a) The hedge must be maintained between thirty (30) and forty-two (42)
		inches tall;
2150		b) The hedge must be located behind streetscreen trees relative to the
		property line or inline with trees;
2152		c) The hedge must be individual shrubs a minimum of seven (7)-gallon
		plants, not less than thirty (30) inches in height at the time of planting, and
2154		spaced no more than thirty (30) inches on-center;

		6. <u>A wall may be included in a streetscreen which should be between the parking</u>
2156		and required landscaping and be between three (3) and four (4) feet high.
2158		 Existing vegetation may be credited towards the required buffer, provided it is supplemented with similar plant material in order to achieve eighty (80) percent opacity within twelve (12) months of planting.
2160		f) <u>Parking Garages</u>
2162		 Structured parking garages must comply with the Parking Garage Design Guidelines Part 11.
		2. Parking structures shall also comply with the following requirements:
2164		a) Parking structure facades are prohibited on "A" streets.
		b) Frontages of parking structures on "B" streets must incorporate
2166		architectural features compatible with the principal structure. Parking
		spaces on these frontages may not be located on angled ramps.
2168		c) Portions of parking structures on "B" streets that do not include habitable
		ground floor uses shall incorporate a streetscreen (cross-reference) except
2170		that canopy street trees shall be substituted by understory trees.
2172		 Direct pedestrian access from parking garages to each adjacent street shall be provided.
		e) Vehicle entrances to parking structures shall be a maximum of forty-eight
2174		(48) feet in width and shall be separated from other vehicle access to and
		from the structure or other parking structures on the same side of the
2176		block by a minimum distance of 400 feet.
		g) <u>Loading Zones</u>
2178		Loading zones or spaces shall be provided for all nonresidential uses as provided in <cross-reference>. However, variations from these requirements may be</cross-reference>
2180		approved by the Development Services Director as part of an Alternative Parking
		<u>Plan under <cross-reference>.</cross-reference></u>
2182	8.2.9	Civic Space Requirements
		a) <u>Civic Space Quantity</u>
2184		Civic spaces meeting the standards in "Civic Space Types and Standards" are
		required as described in Table 5.2. All civic spaces shall be included int Net
2186		Buildable Acreage calculation.

Site Size	Required Civic Space
Less than six acres	Not required
Six acres or more	5% of acreage exceeding 5 acres

Example calculations:

Site Size (in	Acreage Above	Required	Required Civic
<u>acres)</u>	<u>5 Acres</u>	<u>Civic Space</u>	Space in Acres
		<u>Percentage</u>	
<u>5.5</u>	<u>0.5</u>	<u>n/a</u>	<u>0</u>
<u>6</u>	<u>1</u>	<u>5%</u>	0.05 Acres
			<u>(2,178 Sq. Ft.)</u>
<u>10</u>	<u>5</u>	<u>5%</u>	<u>0.25 Acres</u>
<u>20</u>	<u>15</u>	<u>5%</u>	<u>0.75 Acres</u>

2188

b) Civic Space Types and Standards

2190To count toward the minimum Civic Space Requirements, a proposed Civic Space
must meet be designated with a Civic Space Type and meet the standards for that
type.2192type.

TABLE 8.2-C CIVIC SPACE TYPES

<u>Type</u>	Description	<u>Illustration</u>
Park/Green:	<u>A Civic Space available for unstructured</u> <u>recreation. A Green may be spatially defined</u> <u>by landscaping rather than building Frontages.</u> <u>Its landscape shall consist of lawn and trees,</u> <u>naturalistically disposed.</u>	
<u>Square:</u>	A Civic Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.	
<u>Plaza:</u>	A Civic Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape consists primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets.	
<u>Small Park/</u> <u>Plaza:</u>	<u>A Civic Space designed for passive recreation.</u>	

2196

2194

<u>Civic Spaces require detailed landscape design and approval by the Planning</u> <u>Manager. All Civic Spaces must include ADA compliant walkways connected to all</u> <u>abutting sidewalks and building entrances.</u>

Civic Spaces must meet the following standards:

2198	1. <u>Civic Spaces must comply with all standards in Table 5.2.</u>
	2. <u>Civic Spaces must be bordered by a street or drive as required in Table 5.2.</u>
2200	3. Minimum landscaping is required in addition to any Public Realm
	Requirements related to adjacent streets/frontages as described in Table 5.2.
2202	4. The amount of required Civic Space that may be met with a single Civic Space
	type is limited by "Maximum Usage Towards Requirements" described in Table
2204	<u>8.2-D.</u>

TABLE 8.2-D CIVIC SPACE REQUIREMENTS

	<u>Minimum</u>	<u>Size</u>	<u>Minimum</u>	<u>Minimum</u>	<u>Impervious</u>	<u>Maximum</u>
	<u>Thoroughfare</u>		<u>Width</u>	<u>Landscaping</u>	<u>Surface</u>	<u>Usage</u>
	<u>Frontage</u>					<u>Toward</u>
						<u>Requirements</u>
Park/Green	<u>2 sides</u>	<u>0.5 acre</u>	<u>100 ft</u>	<u>1 canopy</u>	<u>20%</u>	<u>100%</u>
		<u>minimum</u>		<u>tree / 4,000</u>	<u>maximum</u>	
				<u>square feet</u>		
Square	<u>1 side</u>	<u>0.2 – 1</u>	<u>80 ft</u>	<u>1 canopy</u>	<u>50%</u>	<u>100%</u>
		<u>acres</u>		<u>tree / 4,000</u>	<u>maximum</u>	
				<u>square feet</u>		
<u>Plaza</u>	<u>1 side</u>	<u>0.2 – 0.5</u>	<u>60 ft</u>	<u>1 canopy</u>	<u>40 - 90%</u>	Greater of 0.5
		<u>acres</u>		<u>tree / 6,000</u>		acres or 50%
				<u>square feet</u>		
<u>Small</u>	<u>1 side</u>	<u>2,000 sf</u>	<u>40 ft</u>	<u>1 canopy</u>	<u>90%</u>	Greater of
Park/Plaza		<u>– 0.25</u>		<u>tree / 4000</u>	<u>maximum</u>	0.25 acres or
		<u>acres</u>		<u>square feet</u>		<u>50%</u>

2206

2208	8.2.10 <u>Buildir</u>	ng Design Guidelines
	a) <u>Com</u>	patibility
2210		mixed-use development shall present a consistent and attractive perimeter pearance on all sides. Unfinished and/or unpainted walls shall not be visible
2212		om off-site, "A" frontages, or "B" frontages. Supporting facilities, other than
		ose for fire safety and stormwater management, shall also be hidden from view,
2214	inc	cluding but not limited to:
	1.	Vehicle loading zones
2216	2.	Storage areas for equipment or merchandise
	3.	Mechanical units
2218	4.	Solid waste receptacles
	5.	Electrical substations and similar facilities
2220	6.	Restaurant coolers and freezers
	b) <u>Gen</u> e	eral Appearance
2222	<u>Th</u>	e following components shall be incorporated into all buildings:
	1.	Awnings, canopies, or arcades shall be required over all doors, windows and
2224		other transparent elements on "A" streets and on retail uses. The height of
		the awnings, canopies, or arcades shall be between eight (8) and twelve (12)
2226		feet and shall be a minimum of four (4) feet in depth.
	2.	<u>A cornice shall be provided on the side of a building facing a residential use</u>
2228		and/or an external public roadway at a minimum of twelve (12) feet above the
2220		sidewalk or at a height similar to the cornice on an abutting property, but in
2230		no case shall the cornice exceed thirty-five (35) feet.
2222	3.	Buildings shall incorporate lighting and changes in mass, surface or finish to
2232	4	emphasize their front entrances.
2234	4.	Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual
2234		division shall be maintained between the ground level floor and upper floors
2236		with either a cornice line or awning from twelve (12) to sixteen (16) feet above
2200		ground level, whichever applies to the proposed development. No more than
2238		twenty (20) feet of horizontal distance of wall shall be provided without
		architectural relief for building walls and frontage walls facing the street. All
2240		buildings shall use at least three of the following design features along all
		primary and secondary elevations of the building:
2242		a) Divisions or breaks in materials chosen from a common palette

	b) <u>Window bays</u>
2244	c) Separate entrances and entry treatments, porticoes
	d) <u>Variation in roof lines</u>
2246	e) <u>Awnings</u>
	f) <u>Functional dormers</u>
2248	g) <u>Gables</u>
	h) <u>Recessed entries</u>
2250	i) <u>Covered porch entries</u>
	j) <u>Cupolas</u>
2252	c) <u>Storefront Character</u>
2254	Each building's storefront or frontispiece shall provide the following architectural features on the front or side building facade:
2256	 Buildings on corner lots shall be located within the build-to zone for both streets unless a civic space is provided. Except that if the corner is the intersection of two Type C Frontages or a Type B and a Type C Frontage this
2258	requirement does not apply, Corner building entrances are encouraged, especially where two Type A Frontages intersect.
2260	2. <u>Building side walls exposed to a public street shall not exceed blank wall areas</u> of thirty percent (30%) or more of the total vertical wall surface, nor exceed
2262	twenty (20) linear feet without being interrupted by a change in wall plane
2264	(minimum sixteen (16) inches offset), roof plane, or the additions of window(s), balconies, side entries, or other fenestration element.
	3. <u>Walls must achieve a glazing-to-wall ratio between fifteen percent (15%)-</u>
2266	thirty-five percent (35%) of the whole wall, or each wall segment.
	d) <u>Windows and Transparency</u>
2268	The following provisions must be met for windows in all non-residential buildings:
	1. The facades of all buildings with the ground floor facing a street, park, plaza,
2270	or residential building must have transparent windows with a glazing-to-wall
2272	<u>ratio of fifty percent (50%) (minimum) to eighty (80%) (maximum) of the</u> ground floor wall of each storefront's linear frontage. Mirrored glass,
	obscured glass and glass block are not permitted. Energy-saving window
2274	tinting with a minimum of forty percent (40%) light transmittance may be permitted.

2276		2. <u>Windows must remain transparent so that the inside of the space is visible</u> from the public way. Full window signs, decals, shelving, blinds, etc. that may
2278		obscure views are not permitted. Exception: Product displays (like mannequins displaying clothes for sale).
2280		3. <u>Display windows shall be lit at night.</u>
		4. The sill of any ground floor window shall be no more than 2.5 feet above
2282		finished floor level; the top of the windows must be no more than seven (7) feet above finished floor level.
2284		e) Exterior Lighting on Buildings
2286		Exterior lighting shall be directed at the building itself without illuminating other areas of the site.
		f) <u>Building Color</u>
2288		Building colors shall be muted colors and earth tones unless otherwise approved by the Development Services Director as a part of the approval process.
2290	8.3	MM Missing Middle District and Alternative Standards
	8.3.1	Intent and Purpose
2292		The purpose of the Missing Middle District and Alternative Standards is to encourage
2294		a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase
		affordability without subsidies.
2296	8.3.2	Definitions
2298		Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies:
2300		a) <u>Small Lot Single-Family: Single-family homes on small sized lots designed to</u> <u>increase yield while remaining detached. These types often use unconventional</u> <u>lot dimensions and site plans responsive to the specific unit design and layout.</u>
2302		b) <u>Cottage Court: A group of small, detached structures arranged around a shared</u> <u>court visible from the street. The shared court replaces the function of a rear yard.</u>
2304		Unit entrances should be from the shared court.
2306		c) <u>Duplex – Side-by-Side: A detached structure that consists of two dwelling units</u> <u>arranged side-by-side, each with an entry from the street. This type has the</u> <u>appearance of a small-to-medium single-unit house.</u>

2308		d) <u>Duplex – Stacked: A detached structure that consists of two dwelling units</u> arranged one above the other, each with an entry from the street. This type has
2310		the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex.
2312		e) <u>Townhouse – An attached structure that consists of four (4) to six (6) multi-story</u> <u>dwelling units placed side-by-side. Entries are on the narrow side of the unit and</u>
2314		typically face a street or courtyard.
2316		f) <u>Triplex – Stacked: A detached structure that consists of three (3) dwelling units</u> <u>typically stacked on top of each other on consecutive floors, with one entry for</u> <u>the ground floor unit and a shared entry for the units above.</u>
2318 2320		g) Fourplex – Stacked: A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.
2322		h) Six-plex: A detached structure that consists of six (6) dwelling units arranged side- by-side and/or stacked, typically with a shared entry from the street.
2324		i) <u>Courtyard Building: A medium-sized (1 to 3.5-story) detached structure consisting</u> of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (2) units
2326		public sidewalk and shared stairs each provide access to up to three (3) units.
2328		 j) Live-Work: An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential unit typically have
2330		separate street entrances.
	8.3.3	Review of Development Proposals
2332		a) <u>Final Development Plan Required</u>
2334		Prior to subdivision or site plan approval, the applicant must submit a final development plan consistent with the development criteria and limitations in the Missing Middle Alternative standards and any conditions of concerns. This plan
2336		Missing Middle Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee.
2338		b) Building Elevations Required
2340		Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.

2342 8.3.4 Applicability

		a) Missing Middle (MM) standards may be applied in the following conditions:
2344		MM Zoning District: Where the MM District is applied, typologies within a
		proposed development or development types are limited by the applicable Future
2346		Land Use District as described in Table 5.2 A development within the MM Zone
		<u>may include single-family development consistent with R-1BB standards subject</u>
2348		to compliance with Chapter 35.
		1. PD Zoning District: Missing Middle Housing may be approved as part of a new
2350		PD application or a substantial change to an existing PD. Allowable
		typologies within a PD are limited by the applicable Future Land Use District
2352		as described in the Seminole County Comprehensive Plan
	8.3.5	Specified Zoning Districts: Missing Middle Alternative Standards may be used in the
2354		zones and under the conditions specified in Table 5.2 with limitations on typology
		and development type as described.
2356		a) <u>Missing Middle Development Types:</u>
		1. Missing Middle Development: A development in which only Missing Middle
2358		Typologies are proposed.
		2. Mixed Housing Development: A development in which both Missing Middle
2360		Typologies and Typologies otherwise permitted in the underlying zone are
		proposed.
2362	8.3.6	Allowable Typologies and Densities
		a) <u>Typologies are permitted where described in this Section. The net density of a</u>
2364		proposed development must be consistent with the applicable Future Land Use
		District.

TABLE 8.3-A: PERMITTING MISSING HOUSING MIDDLE TYPES

	Permitte	ed Typ	oes:						Type of	<u>-</u>
								Development:		
<u>Applicable</u> <u>Zoning:</u>	<u>Small Lot Single-</u> <u>Family</u>	<u>Cottage Court</u>	Duplex	<u>Triplex /</u> Quadplex	Townhouse	<u>Six-plex</u>	<u>Courtyard</u>	Live/Work	Mixed Housing Development	<u>Missing Middle</u> <u>Development</u>
In Centers & Corridors:										
<u>R-1, R-1A</u>	<u>•</u>								<u>•</u>	<u>•</u>
<u>R-1B, R-1BB</u>	<u>•</u>	<u>•</u>	<u>•</u>		<u>0</u>				<u>•</u>	<u>•</u>
<u>In USA (Urban</u> <u>Service Area):</u>										
<u>R-2</u>	<u>•</u>	•	•	<u>0**</u>					<u>•</u>	<u>•</u>
<u>R-3, R-3A, R-4</u>	<u>•</u>	•	<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>	•	•	<u>•</u>	<u>•</u>
<u>C-1, C-2,</u>				<u>•</u>	<u>•</u>	<u>•</u>		•	<u>•</u>	
<u>OP</u>								•	<u>•</u>	<u>•</u>
MUCD	<u>•</u>	•	<u>•</u>	<u>•</u>	<u>•</u>	•		•	<u>•</u>	<u>•</u>
<u>MM or PD</u> <u>Rezoning by FLU:</u>										
LDR	<u>•</u>	•	•	<u>0</u>	<u>0</u>				<u>•</u>	<u>•</u>
MDR	<u>•</u>	•	<u>•</u>	<u>•</u>	<u>•</u>	•			<u>•</u>	<u>•</u>
HDR	<u>•</u>		<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>			<u>•</u>	<u>•</u>
MXD	<u>•</u>		<u>•</u>	<u>•</u>	<u>•</u>	<u>•</u>		•	<u>•</u>	<u>•</u>
<u>Commercial</u>				<u>•</u>	<u>•</u>	•	•	•	<u>•</u>	<u>•</u>
Notes: • Permitted O Permitted with a maximum of two (2) stories * Maximum Living Area per Building: 3,000 SF ** Maximum Living Area per Building: 4,000 SF										

2368	8.3.7	Site Regulations:
		a) Missing Middle typologies may be clustered or distributed throughout the project.
2370		b) No single Missing Middle typology may exceed five (5) acres of developable land.
		c) Development includes a connected street grid which is accomplished by meeting
2372		the following conditions:
2274		 No portion of the project may be gated. Evicting on provide structure of drives whether public on private shall divide the site.
2374		 Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed 2000 feet except where access
2376		management criteria for existing County roadways require greater lengths.
		The block perimeter is measured as the total length of a line enclosing the
2378		block along thoroughfare rights-of-way, internal streets, and civic spaces.
2222		3. <u>Sidewalks are required on both sides of every street.</u>
2380		4. <u>Dead end streets, hammerheads, and cul-de-sacs are prohibited.</u>
2382		 <u>The development must provide connections to all adjoining public streets and</u> <u>trails and existing "stub-outs" on adjacent properties.</u>
		6. <u>The development must provide "stub-outs" for future connectivity to adjacent</u>
2384		vacant lots.
		7. Pedestrian or vehicular connections to existing commercial uses should be
2386		provided where feasible.
		d) <u>Restrictions near development boundaries:</u>
2388		1. <u>Buildings are limited to two stories within one hundred (100) feet of a district</u>
2390		<u>boundary with an existing single-family development or single-family</u> <u>residential zone.</u>
2000		2. The lowest intensity typologies within the project shall abut boundaries with
2392		an existing single-family development or single-family residential zone.
	8.3.8	Open Space
2394		Where Open Space is required in the applicable zoning district, those standards shall
		be applied. If Open Space is not otherwise required, the standards below shall apply.
2396		a) A minimum eight (8) percent of developable land shall be set aside as Open Space
		that meets the standards described below.
2398		b) Open Space may be provided in multiple locations subject to the following
2400		requirements. Each qualifying Open Space must be:
2400		 Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
2402		2. Not less than one quarter (0.25) contiguous acres.
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2404	3. <u>A minimum of forty (40) feet in width, except that open space areas adjacent</u> to a stormwater pond or natural lake must be a minimum of twenty (20) feet in width from the top of horm to the public right of way or let line or a dog
2406	<u>in width from the top of berm to the public right of way or lot line or a dog</u> <u>park or.</u>
LIUO	4. Open Space shall be proximate to Missing Middle units.
2408	c) <u>Street trees are required in Missing Middle Developments and on all streets</u>
2400	abutting Missing Middle Typologies in Mixed-Use Developments. Street trees
2410	must meet the following standards:
	1. <u>Be planted an average of forty (40) feet on center on both sides of internal</u>
2412	streets and on existing rights of ways adjoining the site.
2414	2. <u>Be located in a planting strip or tree well with a minimum width of eight (8)</u> <u>feet. Tree wells or planting strips less than ten (10) feet in width must</u>
	incorporate a root barrier at the edge of pavement.
2416	3. Be selected from the list of approved Canopy Street Trees (14.15(j)).
	4. Meet the standards of Sec. 14.16 General provisions for all landscaped
2418	areas.
	d) Minimum Parking Requirements:
2420	1. Two parking spaces are required per unit except that parking for units less
	than 1000 sq. ft. may be reduced to 1.5 spaces per unit.
2422	2. On-street parking is required on streets adjacent to missing middle units.
	3. <u>Required parking may be located in common areas or on-street provided that</u>
2424	such parking is within 150 feet of the unit.
	e) <u>Building Frontage:</u>
2426	 Buildings not fronting on a street must front on a common open space, a pedestrian pathway or a multi-use trail.
2428	2. Buildings not fronting on a street must be part of a common emergency
	access plan or be adjacent to an alley built to emergency access standards.
2430	3. Up to six (6) lots may be accessed by a commonly held easement drive that is
	un-gated and designed to permit fire access (aka parking court).
2432	f) <u>Residential Garages:</u>
	1. Where applicable, a garage door facing an alley must be set back from the
2434	edge of pavement either between seven (7) and eight (8) feet or a minimum
	<u>of twenty (20) feet.</u>

2436		2. Lots with a front-loaded garage must be at least forty-five (45) feet in width
		except for lots that are a part of a parking court typology. Garages associated
2438		with townhomes must be served by an alley regardless of unit size, unless
		otherwise approved by the Board of County Commissioners.
2440	8.3.9	Missing Middle Dimensional Standards:
		Designated Missing Middle Units must meet the alternative design and dimensional
2442		standards described in this Section and in Table 8.3-B.
		a) Garages, carports, open or screened porches or breezeways may not be counted
2444		toward the Minimum Living Area requirement in Table 8.3-B.
		b) Duplexes, Cottage Court, and High-Density Single-Family structures may be
2446		located on a common lot. Where units are located on a common lot, minimum
		separation between structures must be ten (10) feet.
2448		c) Minimum lot size requirements are not applicable to Missing Middle units.

	Dimensio	nal Stan	<u>dards</u>		-	-		
	<u>Small Lot</u> Single-Family	<u>Cottage Court</u>	Duplex	Townhouse	Triplex /Four <u>Plex</u>	<u>Six-plex</u>	Courtyard	Live/Work
Minimum Yards								
<u>in feet:</u>								
Front	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>
Side	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>10</u>	<u>7.5</u>
Street Side	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>
Rear	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Rear</u> (Accessory <u>Structure)</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Min. Living</u> <u>Area Per Unit</u> <u>(Sq. Ft.)</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>
<u>Max. Height</u> <u>(in feet)</u>	<u>35</u>	<u>35</u>	<u>35</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>

2450 TABLE 8.3-B MISSING MIDDLE DIMENSIONAL STANDARDS

2452 8.4 R-AH Affordable Housing Dwelling District/Subdivision Standards/Administration

8.4.1 Description of District

- This District is composed of certain lands, water and structures permitting a variety of housing types and densities with modified subdivision standards to promote the
 development of affordable housing. R-AH developments are situated where they are well serviced by public and commercial services and have convenient access to
 thoroughfares or collector streets and to employment centers.
 - 8.4.2 Uses Permitted
- 2460a) Single-family detached, duplex, townhouse, triplex, fourplex, six-plex, cottagecourt,
or zero lot line dwelling structures including customary accessory uses.

b) Childcare facilities, evening childcare facilities, and free-standing private kindergartens and/or voluntary prekindergarten education programs and grouphomes.

c) Home offices.

2466 c) <u>d</u>) Live/Work units

8.4.3 Minimum district Project Size

- 2468Applications seeking The minimum size parcel to be assigned the R-AH zoning
classification shall not be for development projects of not less than two five (52)2470net buildable acres. If the R-AH District is to include a combination of non-
residential uses and residential uses, the residential portion of the parcel shall be
not less than five (5) net buildable acres2472not less than five (5) net buildable acres
- 2474 <u>acres or twenty (20)</u> five (5) percent of the net developable buildable acreage of the District.
- 2476 8.4.4 Building Height

In the R-AH District no building or structure may exceed thirty-five forty (4035) feet
 in height or three stories. Where the proposed buildings vary in height from existing buildings at a District boundary by more than one story, the proposed building
 must stepback on the third story by ten (10) feet along the façade facing the property boundary.

- 2482 8.4.5 Building Site Area Requirements
- a) Each single-family detached or zero lot line dwelling structure in the R-AH
 District shall be located on a lot or parcel of land having a buildable area of not less than three thousand six hundred (3,600000) square feet and a width of not less than forty (40) feet, measured at the building line.
- b) Each two (2) family dwelling structure shall be located on a lot or parcel having a buildable area of not less than seven thousand two hundred (7,200) square feet and a width of not less than eighty fifty (5080) feet, measured at the building line.
 - 8.4.6 Subdivision of duplex and triplex townhouse lots.
- 2492 Lots proposed for duplex, triplex and zero lot line structures may be platted to facilitate separate and distinct ownership provided that:

- a) Each unit of an attached dwelling unit shall be constructed at the same time and each unit shall be located on a buildable parcel of land having a minimum land area of three thousand six hundred (3,0600) square feet.
- b) The common party wall adjoining units shall be constructed, at a minimum, in accordance with Chapter 40 of the Land Development.
 - 8.4.7 Yard regulations.
- a) The following minimum yards shall be observed unless otherwise approved by the Board of County Commissioners:

Front		10 feet	
Side Single Family		<u>5 feet OR</u>	
		Side-yard home (1)	
	Other	5 feet	
Side St	reet	15 feet	
Rear		15 feet	
Access	ory Structures:		
Rear		5 feet	
Note: A Side-yard home		e may have zero foot Side-	
yard on one side of the		building provided that the	
remain	ing Side-yard is a	a minimum of ten (10) feet.	

2502

b) (a) Front. Twenty (20) feet;

2504	b) <u>Special Conditions:</u>
	Street-facing garage doors shall be set back from the property line a
2506	minimum of twenty (20) feet.
	c) (b) Side. Side yard setbacks for single-family units shall be five (5) feet on each
2508	side, or may be reduced to zero (0) feet on one side and ten (10) feet on the
	opposite side, and shall be no less than fifteen (15) feet on a street side, with no
2510	fence or any other structure encroaching into the side yard setback. Duplexes
	must maintain setbacks of ten (10) feet on each side. Triplexes must maintain
2512	setbacks of twenty-five (25) feet on each side (one (1) story structures) and
	thirty-five (35) feet on each side (two (2) story structures). Side setbacks for
2514	accessory structures shall be the same as for the primary structure.
	d) (c) Rear. Fifteen (15) feet;
2516	c) District boundary yard setbacks.

Rear Yyard setbacks for lots located at the boundary of the R-AH District 2518 shall be no less than twenty (20) feet,t for structures or buildings of one (1) story in height and no less than thirty-five (35) feet for structures or 2520 buildings over one (1) story. For infill conditions where a new unit shares a side lot boundary with existing units or is facing existing units, side and 2522 front setbacks shall be the same as the existing unit. 8.4.8 Minimum dwelling size. 2524 Each dwelling unit in the R-AH District shall have a minimum of <u>450</u> square feet of living area not including garages, carports, open or screened porches, or breezeways. 2526 8.4.9 Affordability of dwelling units. No less than one hundred fifty (5100) percent of the dwelling units provided in the 2528 R- AH District shall be made available to low and moderate income households. No less than twenty forty (20 40) percent of the dwelling units provided shall be made 2530 available for lease or purchase by low income households. Where both affordable and market- rate units are provided, the community should be designed as a single 2532 mixed-income neighborhood such that housing types are intermixed. There is no special separation of market rate and affordable units. Affordable units should 2534 accommodate a mix of household sizes. A proposed development which is more than seventy (70) percent affordable units shall not exceed fifteen (15) acres. The 2536 County shall develop procedures and controls to monitor and enforce this provision which may include declarations of covenants in development orders and 2538 development permits which run with the land. 8.4.10 Submittal requirements.

2540 a) Prior to processing an application for R-AH zoning, the County must receive: 1. An executed affordability agreement, in a format acceptable to the County, 2542 guaranteeing that the specified percentage of dwelling units will be sold or rented at a price that is affordable to households of low and moderate 2544 income, a Restricted Use Covenant (RUC) (refer to Section 40.9 (h) of LDC); and 2. A statement of proposed development order conditions, including a 2546 description of the number, type, and cost (purchase price and/or rent) of all dwelling units; and 2548 3. A description of any net buildable acres devoted to any proposed nonresidential structures on the development site; and 2550 4. A description of proposed buffers along the project's perimeter; and

5. A description of any other special design features in addition to those required in the R-AH District.

8.4.11 Development Time Limitations.

If, within eighteen (18) months of being assigned the R-AH zoning classification, a final plat or site plan has not been approved, the assignment of the R-AH zoning
 classification shall be reviewed by the Planning and Zoning Commission to determine the continuing appropriateness of the R-AH District zoning classification for the
 subject property. The Board of County Commission and may rezone the recommendations of the Planning and Zoning Commission and may rezone the
 property to a more appropriate zoning classification or shall extend the deadline for final plat or site plan approval. These procedures shall also be followed when such extended deadlines are not met.

8.4.12 Streets.

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- The character, width, grade and location of all streets and bridges must conform to the standards of Section 35.62 of this Code and the detailed specifications found in
 the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code, with the following exceptions permitted for the R-AH single family dwelling district if consistent with sound engineering practices:
- a) Subgrade: A compacted subgrade of existing material is permitted on local
 designated streets. The subgrade must conform to the same standards and inspection requirements as required for stabilized subgrade specified in the
 Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code or a minimum Limerock Bearing Ratio (LBR) rating of 40 must
 be achieved.
- b) Wearing surface: The wearing surface for all local and residential streets must have
 a compacted minimal thickness one and one-fourth (1¼) of an inch. All other
 wearing surface standards including those for arterials and collectors must meet
 the requirements of the Seminole County Public Works Engineering Manual
 described in Section 5.20(a) of this Code.

2580 c) Minimum right-of-way (ROW) and pavement widths:

1. The following minimum right-of-way and pavement widths may be permitted, provided that the street will not carry more than five hundred (500) daily trips:

Curb and Street Type	Row in Feet	Pavement in Feet (inside of curb to inside of curb)	

	Urban Section	Rural Section	Urban Section	Rural Section
Local	36	50	20	20
Residential	36	50	20	20

Pavement width must be measured from inside of curb to inside of curb, exclusive of curbs. On-street parking is not permitted on streets with reduced right-of-way and pavement widths of twenty (20) feet. The developer shall furnish easements for sidewalks where required and shall erect signs prohibiting on-street parking as required by the County Traffic Engineer.

Curb and Street Type	Row in Feet		Pavement in Feet (inside of curb to inside of curb)		
	Urban	Rural	Urban	Rural	
	Section	Section	Section	Section	
Local	60	80	24	24	
Residential	50	70	24	24	
Cul-de-sac (radius)	44	50	42	42	
Low Traffic	46	46	20	20	
Service Drive	50	70	24	24	

d) Dead-end streets: Permanent dead-end streets less than three hundred (300) feet
 in length are permitted to have T-turnarounds. T-turnarounds must have a
 pavement width of no less than twenty-eight (28) feet.

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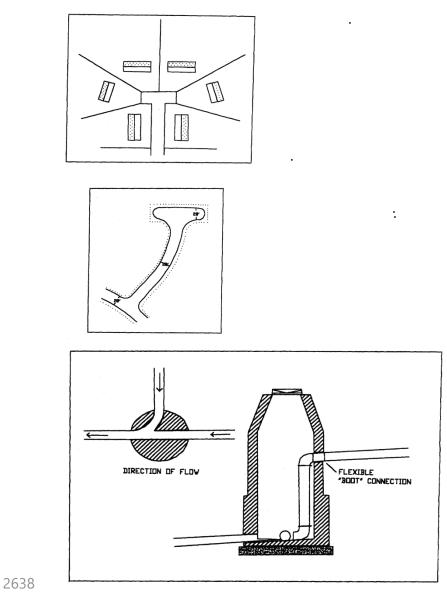
e) Sidewalks: Sidewalks are required as follows:

- 1. A minimum of five (5) feet in width is required for concrete sidewalks on both sides of all streets.
- The County does not require a concrete sidewalk on cul-de-sacs, Tturnarounds and dead-end streets less than three hundred (300) feet in length.
 - Easements must be provided for all necessary sidewalks, as determined appropriate by the County, and properly documented on the plat as required by Section 35.65 of this Code.

- 8.4.13 Sewer. Sanitary sewers, water design standards and multiple meter boxes must all comply with the standards set forth in the Seminole County Environmental Services
 Utilities Engineering Manual described in Section 5.20(b) of this Code.
- 8.4.14 *Drainage* Stormwater systems. *Drainage* Stormwater systems must conform to the standards of Section 35.97 of this Code and the detailed specifications found in the Seminole County, Florida Public Works Engineering Manual described in Section
- 5.20(a) of this Code except that, if authorized by State law, the use of a positive bleed-down orifice or "V-notch" weir is permitted in lieu of underdrains, provided
 that the retention or detention facility is a wet bottom (lake-type) design in accordance with the Seminole County, Florida Public Works Engineering Manual
 described in Section 5.20(a) of this Code.
- 8.4.15 Innovative subdivision design. Innovative engineering designs such as Low Impact
 Development that provide for improved stormwater management, improved structure siting, increased emergency vehicle access or decreased cost of
 development at the same level of service and quality achievement may be approved on a case-by-case basis. Innovative material composition or size may be approved if it can be shown that adequate quality is maintained.
- 8.4.16 Owners' associations and community associations. One or more condominium
 associations, cooperative associations, or homeowners' associations as described
 respectively in Chapters 718, 719 and 720, Florida Statutes (2013), as these statutes
 may be amended from time to time, must be established in connection with any
 subdivision approved under this part. The purposes of any such association include
 enabling the residents of the subdivision to achieve the maximum benefit from the
 subdivision, to facilitate the management of the subdivision in the mutual interests of
 the residents, and to maximize the continuing overall quality of the subdivision.

8.4.17 Administration.

- 2628 The following administrative procedures and standards will apply to the R-AH District:
- a) Effectiveness review: Standards for the R-AH District will be reviewed annually by the program review committee or its successor entity to determine effectiveness in providing affordable housing, and recommend changes, if any, regarding effectiveness relative to housing cost.
- b) Permit and inspection fees: All development permits and inspection fees may be waived by the Board of County Commissioners for applications meeting the
 minimum requirements of the R-AH District.



T-TURNAROUND

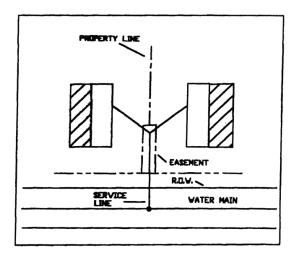
INSIDE DROP MANHOLE CONNECTION

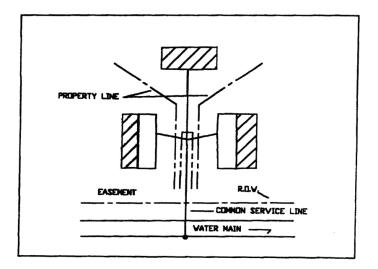
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MULTIPLE WATER SERVICE CONNECTION





2642 MULTIPLE WATER SERVICE CONNECTION

2644 8.5 PD Planned Development

8.5.1 Intent and purpose.

 The Planned Development (PD) District is <u>intended to promote flexibility and</u> <u>innovation to meet the needs of County residents and businesses by facilitating</u>
 intended to facilitate <u>innovative design solutions and</u> development <u>plans</u> types, and <u>combinations thereof</u>, that may be difficult to achieve under conventional zoning
 regulations. Planned developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

- Examples of development concepts that may be appropriate for PD zoning include, but are not limited to, enhanced protection of natural resource areas, mixed use or transit-oriented development, and infill development or redevelopment. <u>An increase</u> <u>in density or intensity alone shall not be a sufficient justification for seeking an</u> <u>alternative to conventional zoning districts.</u>
- 2658 Development standards to be <u>applied</u> implemented within a planned development shall be established by the Board of County Commissioners (BCC) at the time of rezoning. Such rezoning shall be conditioned upon a master development plan and a 2660 written development order. Specific criteria for the development may address, but 2662 are not limited to, compatibility with surrounding land uses, road access, availability and efficient use of utility capacity, coordination with transit, etc. Architectural and 2664 other appearance-related design elements should may be included as approval conditions where the Board BCC finds they will support goals are necessary to 2666 achieve crucial aspects of the development concept, such as economic development feasibility, neighborhood compatibility, or aesthetic or environmental enhancement 2668 of an area.

General standards of this Code that are not specific to any zoning district, such as parking, stormwater management, lighting, and landscaping, shall apply within a planned development unless variations are approved through a PD master development plan and/or development order.

8.5.2 Permitted uses—(PD).

2674 <u>Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this part. Uses which are permitted,
 2676 permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or
 2678 development order. In all cases, allowable uses, including density and intensity limits,
</u>

2680		shall be consistent with the Comprehensive Plan. Any use requiring licensing or othe approval by the State of Florida or the Federal government shall obtain such approva as a condition for inclusion within any planned development.	
2682		a) <u>Accessory dwelling units within any single-family residential lots in a PD may be</u> <u>administratively approved by the Planning Manager subject to the requirements</u>	
2684		<u>of Section 30.1345(g).</u>	
	8.5.3	Review criteria.	
2686		a) <u>Comprehensive Plan Consistency</u>	
2688 2690		In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide.	
		a) b) Greater Benefit and Innovation Criteria	
2692		In addition, PD zoning may be approved only when the Board determines that the	ļ
2694		proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such	
2696		greater benefits may must include two or more of the following:	
		1. Natural resource preservation.	
2698		2. urban design, <u>C</u>rime <u>P</u>revention <u>(CPTED).</u>	
		3. Neighborhood/community amenities.	
2700		4. Provision of affordable or workforce housing.	
		5. <u>Reduction in vehicle miles traveled per household</u>	
2702		6. <u>Transit-oriented development.</u>	
		7. Provision of new multimodal connectivity.	
2704		8. Innovation in water or energy conservation.	
		9. Innovative development types not currently provided within the County but	
2706		<u>consistent with the goals of the Comprehensive Plan</u> . a general level of development quality.	
2708		b) c) In addition, any proposed development under the PD ordinance must address	
		the following goals:	
2710		 Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis. 	<u>)f</u>

2712	2. Minimize transportation impacts through design elements, which may include
2714	<u>but are not limited to: multimodal connectivity, electric vehicle charging, infrastructure of pedestrian or bicycle infrastructure exceeding the minimum</u>
	standards, shared transportation parking or devices, pedestrian-oriented
2716	architectural design, accommodation or neighborhood electric vehicles,
	transportation demand management, or permitting complementary uses.
2718	c) d) The PD application shall include a narrative addressing the following:
	1. How the proposed development addresses the goals of the Comprehensive
2720	<u>Plan.</u>
	2. Why the proposed development cannot be achieved under an existing
2722	conventional or special zoning district.
2724	 How the proposed development provides an innovative approach to land development.
	4. A description of benefits to the County that cannot be achieved under the
2726	existing provisions of this Code.
	e) <u>Residential PD Design Standards:</u>
2728	1. If lot width is than forty-five (45) feet, homes must be rear loaded, unless
	otherwise approved by the Board of County Commissioners.
2730	2. Front-facing garage doors must be set back a minimum of twenty (20) feet.
	3. Minimum front and rear setbacks at project boundaries shall be twenty-five
2732	(25) feet, or twenty (20) feet for accessory structures not exceeding one story.
	4. <u>Required setbacks adjacent to existing residential development will increase</u>
2734	based on elevation/grade changes between developments and proposed
	building heights, as determined by the Board of County Commissioners.
2736	
	f) Required Residential Neighborhood Improvements:
2738	1. Street trees are required in generous planting strips to provide for the health of
	the trees. The street trees may count towards required open space. Street
2740	trees shall:
	(a) <u>Be planted an average of forty (40) feet on center on both sides of</u>
2742	internal streets and on existing rights of ways adjoining the site.
	(b) <u>Be in a planting strip or tree well with a minimum width of eight (8)</u>
2744	feet. Planting strips less than ten (10) feet in width must include a
0746	root barrier.
2746	(c) <u>Be selected from the "Approved Plant Species List: Canopy Trees,"</u>
	except that Laurel Oaks may not be used as street trees.

2748	(d) Meet the standards of Sec. 14.16 General provisions for all landscaped areas.
2750	 Fifty (50) percent of pond frontage must be open to streets or community parks.
2752	(a) Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk
2754	(b) Landscaped areas must comply with the provisions of Sec. 14.16 (General provisions for all landscaped areas) and (Water-efficient
2756	landscaping design requirements).
	g) Common Useable Open Space:
2758	 Commonly accessible open space is required subject to the following standards:
2760	a) Minimum 8% of developable land utilized for open space
2762	 b) Open Space may be provided in multiple locations however each location must be:
2764	 Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
2766	ii. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space.
2768	<u>Dog parks must contain waste disposal receptables and appropriate</u> <u>signage.</u>
2770	iii. A minimum of 40 feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of 20 feet in width from the ten of home to the public right of wave on lat line.
2772	width from the top of berm to the public right of way or lot line.
	h) PD Design standards for Self-Storage Facilities:
2774	1. If a self-storage facility is the principal use of the development, the facility may include a business office and/or limited retail area selling items related to
2776	<u>moving and storage activities. This supporting office/commercial use shall be</u> limited to 400 square feet or 10 percent of total floor area, whichever is less.
2778	Other activities shall not be permitted within any structure.
2780	a) No individual bay or unit in a self-storage facility shall be used as a place of business apart from that of the self-storage owner/operator.
	2. Bay doors shall not be visible from outside the subject property.
2782	3. No storage bay shall contain plumbing or more than one (1) electrical outlet.

2784	Perimeter buffering shall be as required additional provisions:	<u>d in Part 14 with the following</u>
2786	a) <u>The facility shall be considered "head determining land use intensity under the state of the</u>	
2788	future land use designation, a 6-foc	sidential development, zoning, and/or ot masonry wall shall be provided as landscaping planted outside the wall.
2790	c) <u>Regardless of adjacent uses, a minimining in Part 14 shall be installed along al</u>	mum buffer of 0.1 opacity, as provided Il side and rear lot lines.
2792	Parking for the office/commercial area no more than four (4) spaces.	shall consist of no less than two (2) and
2794	Color renderings shall be provided deta	ailing the appearance of the structure.
2796	Exterior walls shall be finished with nat and/or manufactured products such as decorative concrete block. Metal siding	brick, stucco, and architecturally
2798	however, textured metal accent walls sl	
2800	The exterior shall be painted in muted trims, doors and accents. No vibrant co of the building, other than those permi	olors shall be permitted on the exterior
2802	Requirements for Limited Access Self-S	itorage Facilities:
2804	a) Each building shall be fully enclosed storage bay shall be visible or access	
2806	b) Parking in addition to the required per 10,000 square feet.	office parking shall be to one (1) space
	c) Outdoor storage shall be prohibited	<u>d.</u>
2808	d) <u>Buildings shall provide a foundation</u> <u>bottom of the lower windowsills, wi</u>	<u>n or base, typically from ground to</u> ith changes in volume or material. A
2810	clear visual division shall be mainta	ined between the ground level floor ice line or awning from twelve (12) feet
2812	to sixteen (16) feet at grade, which	5
2814	shall be provided without architect	
2816	of the following design features alo	-

		i. <u>Divisions or breaks in materials;</u>
2818		ii. <u>Window bays;</u>
		iii. Separate entrances and entry treatments, porticoes;
2820		iv. <u>Variation in roof line;</u>
		v. <u>Awnings;</u>
2822		vi. <u>Recessed entries; or</u>
		vii. <u>Covered porch entries.</u>
2824		10. <u>Requirements for Multiple Access Self Storage Facilities</u>
2826		 a) <u>The self-storage facility shall be surrounded by a fence or wall at least six</u> (6) feet in height, limiting access to the facility through designated <u>entrance and exit points.</u>
2828		b) No vehicle or boat shall be located closer than twenty-five (25) feet from
2830		any property in residential use, zoning, and/or future land use. All such vehicles or boats shall be stored inside the perimeter fence or wall.
2832 2834		c) Parking in addition to the required office parking shall be one (1) space per 10,000 square feet. Parking for stored vehicles as referenced in paragraph (2) above shall not be subject to this limitation, but only where a storage area for such vehicles is designated on the approved site plan for the facility.
2836	8.5.4	Planned development approval procedure.
2838		Approval for a planned development is obtained through a two-step process. The first step is an approval of the master development plan and rezoning of the land by the Board of County Commissioners. The second step consists of final development
2840		plan approval by the Economic and Community Development Services Director along with the recording of the developer's commitment agreement.
2842		Prior to formally submitting a request for planned development zoning, the developer is encouraged to meet with appropriate County staff for comments
2844		regarding the advisability of undertaking a planned development in the proposed location.
2846	8.5.5	Master development plan submittal and review.
		a) Development Plan Submittal Pequirements

a) Development Plan Submittal Requirements.

- A master development plan shall be submitted concurrently with a PD rezoning application. The submittal requirements listed in this Section may be modified by the Economic and Community Development Services Director as appropriate for a specific application.
- 2852 2. The development requirements for each individual tract or phase within a planned development shall be included as a part of the master development plan.
- The master development plan shall clearly indicate an outer site boundary as well as internal boundaries between proposed tracts, stages, phases, outparcels, etc.
 The plan shall also indicate common properties within the PD and provide for necessary property owners or management associations to ensure maintenance of such properties.
- 2860
- 4. The master development plan shall include the items shown on the following table:

Required Information	Master Plan	Final Plan
Vicinity map showing the location of the proposed development, relationship to surrounding streets and thoroughfares, existing zoning on the site and surrounding areas, existing land use on the site and surrounding areas within 500 feet	X	X
Boundary survey and valid legal description	x	x
Graphic plan showing topography, which clearly identifies proposed land uses, open space, and the proposed location of major streets and thoroughfares, recreation areas, and other major facilities	x	x
Preliminary wetlands and floodplain delineation lines	x	
List and description of all uses, including proposed housing type(s), number of units, density	x	x
Table showing acreage for each category of land use including roads, wetlands, open space, and recreation	x	x
Calculation of required and proposed open space	x	x

General buffer and landscaping concepts	х	x
Structural concepts, including setbacks and building heights	х	x
Utility service suppliers	х	x
Analysis of the impact of the proposed planned development on roads, schools, utilities, and other public facilities	x	x
Location, use, and size of all common property tracts	х	x
Topographic survey including floodplain and wetland delineations		x
Detailed landscaping plan, including plantings, fences, berms and buffer area dimensions		x
Utility service concept plan, including sanitary sewers, stormwater management, potable water supply, <u>floodplain compensation</u> , and water supplies for fire protection.		x
Proposed phasing or staging		x
Statement indicating that legal instruments will be created providing for the management of common areas and facilities		x
Statement with general information regarding provisions for fire protection		x
Facilities commitments		x
Earthmoving concept plan indicating proposed terrain alterations including grading, fill and elevation changes		x
Soils map and detailed soils report based on the findings of a recognized professional soils expert (depth of all muck and peat areas shall be identified)		x

X
x

2862		b) <i>Review Procedure</i> . A planned development application shall be reviewed as follows:
2864		 Prior to initiating a planned development application, a preapplication conference with Planning and Development staff may be required at the discretion of the Development Services Director and/or at the request of the applicant.
2866		2. The Development Review Committee shall evaluate the master development plan and PD zoning request regarding its compliance with applicable standards of this
2868		Code and the Comprehensive Plan. Following this evaluation, the Planning and Zoning Commission shall hold a public hearing with due public notice, to consider
2870		the master development plan and PD rezoning request. The Planning and Zoning Commission shall recommend to the Board of County Commissioners approval,
2872		approval with conditions, or denial of the application.
2874		 The Board of County Commissioners shall hold a public hearing with due public notice, and shall approve, approve with conditions, or deny approval of the master development plan and the proposed PD rezoning.
2876		4. All conditions of approval imposed by the Board of County Commissioners shall be reflected in the master development plan and/or development order for the
2878		planned development.
	8.5.6	Final development plan.
2880		a) Within five (5) years of approval of the master development plan, which time period may be extended by the Planning and Zoning Commission, the applicant
2882		shall submit a final development plan meeting the requirements of Section 8.5.5a)4 and that reflects the requirements of the approved PD development
2884		order.

- b) The Development Review Committee shall evaluate the final development plan
 regarding its compliance with, the applicable provisions of this Code, the
 applicable provisions of the Comprehensive Plan; and the approved master
 development plan and PD development order.
 c) Following evaluation by the Development Review Committee, the Development
 Services Director may, upon a finding of consistency with: the applicable
- Services Director may, upon a finding of consistency with: the applicable provisions of this Code, the County's Comprehensive Plan; and the master
 development plan and PD development order, approve the final development plan and execute the associated developers commitment agreement. The
 developer's commitment agreement shall be prepared in a form acceptable to the County Attorney.
- 2896 8.5.7 Plat or site plan approval for each section.
- a) After approval of the final development plan the applicant shall submit either a 2898 preliminary and final plat, according to the procedure outlined in the Subdivision Regulations, or shall submit a site plan, according to Chapter 40, whichever may 2900 be applicable, for each phase of the PD development. At the applicant's option, a site plan complying with the technical requirements of Chapter 40 may serve as 2902 the final development plan if it contains sufficient information to verify compliance with the master development plan and the PD development order 2904 approved by the Board of County Commissioners under Section 8.5.4. After review and final approval by the designated officials of either the final subdivision 2906 plat or site plan, the developer may request building permits for the approved section.
- b) If an applicant so elects and pays the fees for both final development plan review and preliminary subdivision plan review, and provides all information necessary
 for both reviews at the time of application, the final development plan review and the preliminary subdivision plan review may be accomplished simultaneously.

2912 8.5.8 PD revisions.

a) Any proposed substantial change to an approved PD, including, but not limited to, 2914 revisions: affecting the intent and character of the development; affecting land use patterns; affecting phasing that will impact off-site infrastructure; changing 2916 the location or dimensions of major streets or access points; adding property to the PD representing a substantial increase in density or intensity; or which involve 2918 similar substantial changes, shall be considered major amendments and shall require approval by the Board of County Commissioners A major amendment 2920 shall be treated as rezoning from PD to PD, revising the development criteria for the PD zoning, and the associated development order shall be revised or re-2922 issued accordingly. b) Non-substantial changes to an approved planned development shall be 2924 considered minor amendments and may be approved by the Development Services Director. Multiple revisions may be proposed which cumulatively cause 2926 the Director to deem them a major amendment. Minor amendments shall be accomplished through addendum to the development order and/or a developer's 2928 commitment agreement. Minor amendments may include, but are not limited to, the following: 2930 1. Additions to structures that do not exceed ten (10) percent of the overall density or intensity approved within the PD. Additions of ten (10) percent or 2932 greater may be granted as provided in Section 5.19(b)(1). 2. The addition of accessory structures if the location of such structures does not 2934 interfere with approved site layout (e.g. circulation, parking, loading, storm water management facilities, open space, landscaping or buffering). 2936 3. Additions to parking areas that do not encroach into required buffer areas or otherwise interfere with the approved site layout. 2938 4. Additional clearing that does not exceed 5,000 square feet in area or ten (10) percent of the site. Greater amounts may be approved consistent with Section 2940 5.19(b)(1). 5. Adjustment of internal property lines or tract boundaries, setback lines, 2942 realignment of internal roads and driveways consistent with the approved site layout and development concepts. 6. The removal of property from the PD, provided such removal does not have a 2944 substantial impact on the density or intensity of the PD or on elements of the 2946 PD such as buffering and open space. Property removed from a PD must be rezoned immediately upon such removal.

- 2948 7. Other amendments that would not be deemed substantial as described in subsection 8.5.8a).
- c) Property owners within a planned development may not make incremental revisions to an approved development plan that adversely affect existing owners
 or to avoid classification as a major amendment. Where amendments are allowed under this Section, such amendments must remain compatible with the balance of
 the project and consistent with the overall concept(s) and greater benefits referenced in Section 8.5.3, under which the development was initially approved.
 Amendment to the PD zoning shall not be pursued to reduce the benefits that justified the original assignment of PD zoning without replacement of an equivalent benefit.
 - 8.5.9 Planned development time limitations.
- If substantial development, as determined by the Economic and Community
 <u>Development Services Director</u>, has not begun within eight (8) years after approval of
 the master development plan, the approval of the planned development will be
 reviewed by the Planning and Zoning Commission to determine the appropriateness
 of the planned unit development zoning classification for the subject property. The
 Board of County Commissioners shall consider the recommendations of the Planning
 and Zoning Commission and may move to rezone the property to a more appropriate
 zoning classification or shall extend the deadline for the start of construction. If an
 extended deadline granted by the Board is not met, the foregoing procedures shall
- 2970 8.5.10 Binding nature of approved development plan.

An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 8.5.8 above shall constitute a violation of this part.

- 8.5.11 Development standards for planned developments.
- 2976 The development standards for planned unit development are as follows:

2978	a) <i>Relation to Zoning Districts</i> . An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services
2980	Director as permitted in this part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon
2982	approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the
2984	Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division.
2986	<i>Density and Intensity</i> . The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon
2988	recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and
2990	approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics.
2992	Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services
2994	Director.
2996	Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan.
2998	The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses.
3000	b) Phasing.
3002	 Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on the approved master development
3004	plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan.

- 2. The purpose of a phasing plan is to ensure that crucial features serving the 3006 development are provided as needed and not delayed to the detriment of 3008 property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and 3010 transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County 3012 Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during 3014 the first phase of development, even though some buffer areas, improvements, or amenities or portions thereof lie outside the phase. 3016 3. Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve 3018 that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the 3020 Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to 3022 engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited 3024 to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the 3026 applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such 3028 improvements to be in place upon completion of any phase of the development. 3030 4. Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each 3032 phase shall individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD 3034 has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall 3036 substantially advance the approved concepts for the overall development. 3038 c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum
- 3040lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor
area, specified in the master development plan and/or PD development order, as
approved by the Board of County Commissioners.

	d) <i>Commonly Accessible Open space</i> . Open space area requirements for planned	
3044	developments shall be provided as indicated below, and unless otherwise	
	stated within the master development plan or PD development order, shall	meet
3046	the criteria of Section 14.2	
	1. Minimum eight (8) percent of net buildable acres shall be designed as	
3048	commonly accessible open space, which shall be included as a part of to	<u>tal</u>
	open space requirements.	
3050	2. Open Space may be provided in multiple locations however each locatio	<u>n</u>
	<u>must be:</u>	
3052	a) Bordered by streets, stormwater ponds, natural lakes, or commonly	
	accessible pedestrian pathways.	
3054	b) Not less than 0.25 contiguous acres.	
	c) A minimum of forty (40) feet in width. Except that open space are	<u>eas</u>
3056	adjacent to a stormwater pond or natural lake may be a minimum o	<u>of</u>
	twenty (20) feet in width from the top of berm to the public right c	of way
3058	or lot line. Dog parks and tot lots that are a minimum of seventy-five	ve
	(75) square feet per dwelling unit are also exempt from this require	ment
3060	and may count towards open space. Dog parks must contain waste	<u>)</u>
	disposal receptables and appropriate signage.	
3062	3. Required sidewalks may be incorporated into the park areas as ADA-comp	liant
	pathways subject to Crime Prevention Through Environmental Des	ign
3064	(CPTED) design principles (pathways should not be obscured behind hedge	<u>es,</u>
	<u>utility structures, or other large objects).</u>	
3066	4. Stormwater ponds must be amenitized as follows:	
	a) Stormwater ponds must be open to the community and not fenced.	
3068	b) Fifty (50) of pond frontage must be open to streets or parks. Where pond	<u>k</u>
	frontage is along a park, a walkway (minimum five (5) feet in width) is rea	<u>quired</u>
3070	unless adjacent to a street with a sidewalk.	
	c) Landscaped areas must comply with the provisions of Sec 14.16 (Genera	<u>1 </u>
3072	provisions for all landscaped areas) and (Water-efficient landscaping de	<u>esign</u>
	requirements).	
3074	e) Access and parking.	
	1. All streets, thoroughfares, and accessways shall be designed to be consis	stent
3076	with the roadway functional classification system and other policies of th	
	Transportation Element of the Comprehensive Plan.	

3078		2. Off-street parking shall be provided in accordance with Section 11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of
3080		alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be
3082		used within a planned development.
3084		 Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other
3086		community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local
3088		residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic.
3090		4. Hammerhead turnarounds shall be prohibited.
		f) Perimeter requirements.
3092		1. Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. However, the Board
3094		of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.
3096		 Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses.
3098	8.5.12	Control of area following completion.
3100		a) After completion of a planned development, the use, modification or alteration of any buildings, structures, or land areas within the development shall be in accordance with the approved master development plan and the PD development
3102		order. Notwithstanding subsequent platting or other forms of dividing ownership of the planned development, the entire site shall be subject to the approved
3104		master development plan and PD development order.
3106		b) Amendments to the approved master development plan and/or PD development order shall be in accordance with Section 8.5.8.
	8.6	PLI Public Lands and Institutions District
3108	8.6.1	Zone Description
		The PLI Public Lands and Institutions d-District is intended to include major public
3110		lands and major public and quasi-public institutional uses. This classification may only be applied to lands that are owned or controlled by the public.
3112	8.7	UC University Community District

PART 9 SUPPLEMENTAL REGULATIONS

3114	9.1	Public School Locational Criteria and Site Design Standards – PART 71
	9.2	Mobile Homes/Manufactured Housing Siting Standards – PART 72, SEC 30.1401
3116		a) Landscaping and buffers for mobile homes/manufactured housing in RM-1 , <u>and</u> RM-2 or RM-3 Districts:
3118		 All common open space, parking lot islands and all land not otherwise developed shall be landscaped in a manner that enhances the appearance of
3120		the development, as determined by the Planning Manager <u>Development</u> <u>Services Director</u> based upon standards generally set forth in this Code
3122		relating to developments with similar impacts. 2. The pPerimeter landscape buffer <u>s and parking lot islands</u> shall be as specified
3124		in the applicable Part (17, 18 or 19) Part 14, Chapter 30 of this Code. In addition, a high wooden or masonry visual screen six (6) feet in height and at
3126		least seventy-five (75) percent opaque shall be provided when a mobile or manufactured home abuts properties that are not assigned the RM-1, RM-2 or
3128		RM-3 zoning classification. The Planning Manager may waive any masonry waive waive any masonry wall required by this subsection where extensive perimeter buffer areas are
3130		found to exist or a binding commitment exists to install same.
	9.3	Subdivision of duplex lots – SEC 30.230
3132	9.4	Truck parking in residential zone districts –
3134		No trucks having a rated load limit <u>gross vehicle weight</u> of more than <u>14,000</u> <u>pounds</u> two (2) tons or having more than two (2) axles may be parked or stored in any residentially zoned area other than to load or unload merchandise; nor may
3136		any truck of any size, which has operating motorized cooling units, be permitted to be parked in any residentially zoned area. Only the Federal Highway
3138		Administration (FHA) vehicle weight class categories of Class one (1) through Class three (3) trucks meeting the above weight limitation may be parked in
3140		residentially zoned areas. The weight and classification limitations contained herein do not apply to personal pickup trucks or personal recreational vehicles
3142		(RVs) as defined by Florida Statutes 320.01(b).

3144 9.5 Boat Dock Requirements

- 9.5.1 General Regulations SEC. 30.1372
- a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit:

3148		1. The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body.
3150		 The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements.
3152		3. The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles.
3154		 The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements.
3156		b) No boat dock or boathouse may be rented or leased.
3158		c) A boathouse may not be higher than fifteen (15) feet above the elevation of the mean high waterline <u>normal high water elevation</u> , as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of the Seminole
3160		County Land Development this Code. The Board of County Commissioners may
3162		permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected.
	9.5.2	Waterfront residential lots
3164		Each residential lot is permitted one (1) boat dock and one (1) associated boathouse when accessory and incidental to the principal dwelling.
3166		Boathouses with roofs exceeding ten (10) feet above the mean-highwater line require a special exception in R-1AAAA, R-1AAA, R-1AA and R1-A zones.
3168	9.5.3	Boat dock and floating boat dock setback requirements; permit required – PART 50
	9.6	Dogs in public food establishments – SEC 30.1380.4
3170	9.7	Alternative Density Option for Affordable Housing – PART 73
	9.8	<u>Gun Clubs</u>
3172	9.8.1	<u>The Board of County Commissioners shall not place any restriction or condition on a gun club that in any way regulates or affects the purchase, sale, transfer, taxation,</u>
3174		manufacture, ownership, possession, storage, or transportation of firearms or
3176		ammunition nor shall the Board of County Commissioners take any action that is prohibited by Section 790.33, Florida Statutes (2020), as this statute may be amended from time to time.

3178 PART 10 OVERLAY DISTRICTS

W-1 Wetlands Overlay Zoning Classification – PART 52 Aquifer Recharge Overlay Zoning Classification – PART 54 3180 10.1 10.1.1 Creation of aquifer recharge overlay zoning classification. 3182 10.1.2 Purpose 10.1.3 Scope and authority. 10.1.4 Affected area 3184 10.1.5 Recharge area designation. 10.1.6 Off-street parking and landscaping regulations 3186 a) In addition to all other provisions in this Code, the following provisions shall apply: 3188 1. With the exception of ADA accessible parking spaces, a minimum of ten (10) percent but no more than twenty-five (25) percent of the total number of 3190 required off-street parking spaces shall not be paved all required parking pursuant to Section 11.2 may remain unpaved at the option of the developer. 3192 In addition, all parking spaces exceeding the minimum number prescribed by Section 11.2 shall not be paved be unpaved. These spaces shall be clearly delineated on the site plan and located at the periphery of the building site or 3194 otherwise located where they are unlikely to be used on a continuing basis. All 3196 accessways and aisles serving these spaces shall be paved. Whether paved or unpaved, all parking spaces shall be designated as to location, size, and 3198 dimensions on an approved site plan meeting the requirements of Chapter 40. Grass, mulch, gravel, turf block or any durable dust free surface shall be used 3200 in the unpaved spaces if permitted by state law, but all drive aisles shall be compacted and paved, unless other approved by the Public Works Director or 3202 designee. 2. With the exception of ADA accessible parking spaces that are required by law to be of certain dimensions or of a certain area, a maximum reduction of up to 3204 two (2) feet from the required depth of a parking stall and one (1) foot from 3206 the required width of a parking stall shall be permitted for paved designated parking spaces.

- The Planning Manager may permit shared parking facilities for those projects located within the higher intensity planned development land use designation.
 Reasonable efforts shall be made in the design and construction of all site improvements and alterations to save existing trees and native vegetation.
 Existing native vegetation that is specified to remain shall be preserved in its entirety with all trees, understory and ground cover left intact. Every effort shall be made to minimize alteration of the existing topography to preserve existing vegetation and maintain natural flow regimes.
- 3216 10.1.7 Post-development recharge standards.10.1.8 Site plan review requirements.
- 3218 10.2 Scenic Corridor Overlay Zoning District

10.2.1 Title.

- 3220 This part shall be known and may be cited as the "East Seminole County Scenic Corridor Overlay District Ordinance".
- 3222 10.2.2 Legislative findings.

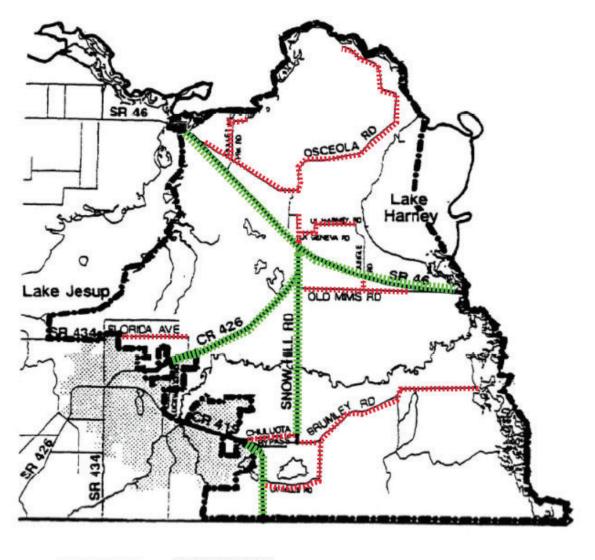
The following findings are hereby adopted as legislative findings by the Board of County Commissioners:

- a) The Comprehensive Plan of Seminole County provides for the protection and
 maintenance of the rural landscape and community character of East Seminole
 County.
- b) The visual character of the landscape along the major and minor roads defines the rural landscape and community character of East Seminole County.
- 3230 c) The rural landscape and community character of East Seminole County is an important resource that contributes to the high quality of life of Seminole County.
- d) Agricultural activities in East Seminole County are an important historical, cultural and economic resource that contributes to the quality of life of Seminole County.
- e) The character, location and distribution of uses and structures along the major and minor roads in East Seminole County defines the visual character of East Seminole
 County.

10.2.3 Purpose.

3238 The purposes of the Scenic Corridor Overlay District are to:

2240	a) Preserve and enhance the rural character and scenic qualities along major and
3240	minor roads in the rural parts of Seminole County; and
3242	 b) Prevent the visual encroachment of buildings and structures which restrict scenic views or are architecturally incompatible with the scenic character along major and minor roads in the rural parts of Seminole County; and
3244	c) Maintain existing vegetation along the major and minor roadway system in rural Seminole County; and
3246	 Provide for safe and efficient traffic flow by minimizing individual property curb cuts; and
3248	e) Implement, and be consistent with, the Comprehensive Plan.
	10.2.4 Applicability.
3250	All development within a designated scenic corridor including, but not limited to (to the exten permitted by law) development undertaken by agencies of local, regional, state, or federa
3252	government, shall be carried out in accordance with each and every requirement of this part in addition to each and every requirement of any underlying land development regulations.
3254	10.2.5 Establishment of scenic corridors.
3256	a) Scenic corridors, in addition to those designated in subsection (b) of this section, shall be established by the Board of County Commissioners pursuant to the procedures for designating land uses on the future land use map of the
3258	Comprehensive Plan and as an amendment to this Code.
3260	 b) The following scenic corridors are hereby designated within the East Area Study Boundary of Seminole County as depicted in the map below:
3262 3264	 Major roads (as the term is used in this part): County Road 419 from Lockwood Road to the Seminole County line, State Road 46 from Lake Jesup to the Seminole County line, County Road 426 from State Road 434 east to the Seminole County line, and the entire length of Snowhill Road.
	2. <i>Minor roads (as the term is used in this part)</i> : The entire length of Florida Avenue,
3266	Lockwood Road, Lake Mills Road/Brumley Road that "loops" Lake Mills, the Chuluota By-Pass, Lake Geneva Road, 1st Street, Lake Harney Road, Old Mims
3268	Road/Jungle Road south of State Road 46, Osceola Road, and Mullet Lake Park Road.



.....

MAJOR ROADWAY

.....

MINOR ROADWAY

3270

Scenic Corridor

10.2.6 Development standards. 3272

a) Scenic corridor setbacks.

3274	Except for those structures expressly authorized in this section and except for land designated as cc_Commercial, Suburban Estates, or Low Density Residential
3276	on the future land use map, no structure, parking or outdoor storage shall be located:
3278	1. Within two hundred (200) feet from the centerline of the right-of-way in scenic corridors along a major road; or
3280	2. Within fifty (50) feet from the centerline of the right-of-way in scenic corridors along a minor road.
3282	 Notwithstanding any other provision of this Code, E except within the Commercial, Suburban Estates, and Low Density Residential future land use
3284	designations, the following structures and uses shall be the only structures and uses permitted within the designated scenic corridor setbacks:
3286	a) Agricultural buildings in accordance with the standards of this part.
	b) Signs in accordance with the sign standards of this part.
3288	 c) Landscaping features required by this part and other permitted landscape materials.
3290	 Fences, gates, mailboxes, and entranceways in accordance with the architectural design standards of this part.
3292	e) Access ways or access points in accordance with the access standards of this part.
3294	 f) Bus stops, bus shelters, signage, and other such improvements related thereto.
3296	 g) Signs, markings, traffic control devices, and such other improvements related to the safe and efficient movement of traffic.
3298 b)) Signage.
3300	1. All signs shall reflect the rural character of Central Florida and incorporate a traditional typeface and format. Examples of appropriate signage are set out
3302	in an attachment to this part. These signs are to be constructed in accordance with the other provisions of this Code unless otherwise specified in this part.
3304	2. The faces of all signs shall be made of natural materials or substances derived from natural materials including, but not limited to, wood, stucco, stone, brick and clay tile.

3306	3. No sign shall be internally lighted. Externally illuminated sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or
3308	traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign.
3310	4. Each primary residence with access on a major or minor road shall be permitted one (1) sign of not more than one and one-half (1.5) square feet per
3312	dwelling unit.
	5. Each non-residential use shall be permitted one (1) sign of not more than
3314	twenty-four (24) square feet per use<u>thirty-six (36) square feet in area and six</u> (6) feet in height.
3316	6. One street name or identification sign of not more than one and one-half (1.5) square feet shall be allowed at each permitted access way or access point
3318	along major and minor roads. 7. Notwithstanding any other provision of this part, no more than one (1) sign
3320	per parcel of land or five (5) acres, whichever is greater in land area, shall be located within the scenic corridor setback along major roads; provided,
3322	however, that all signs located within the scenic corridor setback along major roads shall be:
3324	8. Ground signs and shall not exceed six (6) feet in height; and
	9. Landscaped with native species in a manner consistent with the landscape
3326	treatment portrayed in an attachment to this part.
	c) Fences, gates, mailboxes, and entranceway features.
3328	1. All fences, gates, mailboxes, and entranceways developed in conjunction with a non-agricultural use within the scenic corridor setback shall be made of
3330	natural materials or substances derived from natural materials including, but not limited to, wood, stucco, stone, brick and clay tile.
3332	2. No entranceway feature shall be internally lighted.
3334	3. No fence, gate, mailbox, or entranceway feature within the scenic corridor setback shall be greater than four and one-half (4.5) feet in height.
3336	4. No more than forty (40) percent of the surface area of any fence within the scenic corridor setback shall be opaque.
3338	d) Landscaping and bufferyards.

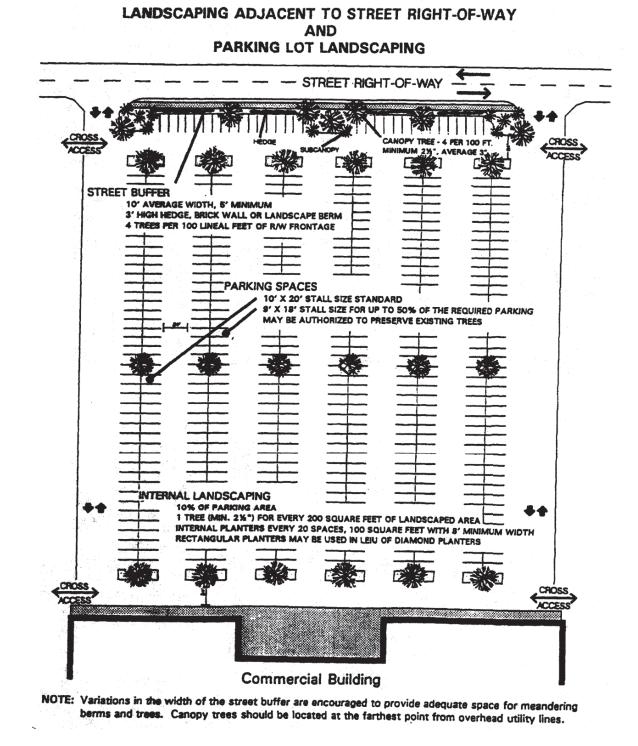
3340	 All landscaping required in conjunction with the Land Development Code requirements for the scenic corridor setback shall be native plant species as set forth in in accordance with the landscape list in the Florida Friendly
3342	<u>Landscaping Guide to Plant Selection & Landscape Design an attachment to</u> this part.
3344	All non-residential uses shall be separated from residential uses on adjacent properties by one of the following bufferyards:
3346	 a) A bufferyard of two hundred (200) feet between residential and non- residential buildings; or
3348	 b) A bufferyard of one hundred (100) feet between residential and non- residential buildings landscaped with:
3350	i. One (1) canopy tree per fifty (50) lineal feet; and
3352	ii. Two (2) understory trees per fifty (50) lineal feet of common property line; and
	iii. Eight (8) shrubs per fifty (50) lineal feet of common property line; or
3354	 A bufferyard of fifty (50) feet between residential and non-residential buildings landscaped with:
3356	i. One (1) canopy tree per twenty-five (25) lineal feet of common property line; and
3358	ii. Two (2) understory trees per twenty-five (25) lineal feet of common property line; and
3360	iii. Eight (8) shrubs per twenty-five (25) lineal feet of common property.
3362	 No existing canopy trees shall be removed in the scenic corridor setback unless the clearing is necessary to provide access, the tree is diseased, or to address public safety emergencies.
3364	 No clearing within the scenic corridor setback shall be permitted except in conjunction with a permit issued for development authorized under the
3366	provisions of this part or for public safety requirements.
	e) Access standards.
3368	1. Notwithstanding any other provision of this part, no access way or access point for rural subdivisions or waivers to plats shall be located within four hundred
3370	forty (440) feet of any other driveway or other way of access on the same side of a major road in any scenic corridor unless such denial of access would be
3372	contrary to law.

3374	 No access way or access point driveway along a major road in a scenic corridor shall be developed on a parcel of land which has frontage on a public road other than the major road.
3376	3. To the maximum extent feasible, driveways along a major or minor road shall curve or wind so as to restrict views of the structure located on the parcel from
3378	the public roadway.
	f) Permitted uses.
3380 3382	 Notwithstanding any other provision of this Code, no development shall be carried out on land within a designated scenic corridor except for land designated as Commercial on the future land use map and except for
5502	agricultural uses and structures.
3384	2. Open space which is created by clustering shall be subjected to an open space easement limiting the use of the property to open space and/or agricultural
3386	purposes in perpetuity. The developer shall provide for the ownership and maintenance of the open space from which development is clustered, unless
3388	dedicated to and accepted by a public agency.
	g) Nonresidential Building Design Standards
3390	1. The development criteria enumerated in this Paragraph shall apply generally
3392	to commercial and other nonresidential structures throughout the Scenic Corridor Overlay District. However, the following structures and uses shall be exempt from these provisions:
3394	a) Residential structures and accessory structures thereto.
	b) Houses of Worship.
3396	c) <u>Public schools.</u>
	d) <u>Public Utility structures.</u>
3398	e) Barns and other structures accessory to a bona fide agricultural use.
	2. Setbacks
3400	a) Structures on lots having a Commercial, Suburban Estates, or Low Density
2.402	Residential future land use designation and fronting on a major or minor
3402	road as designated in Sec. 10.2.5 shall have a minimum street yard setback of twenty-five (25) feet.
3404	b) <u>Structures on lots having a Rural-3, Rural-5, Rural-10, or Preservation</u>
	Managed Lands (PML) future land use designation and fronting on a major
3406	or minor road as designated in Sec. 10.2.5 shall have a minimum street yard
	setback as required under Sec. 30.10.2.6.

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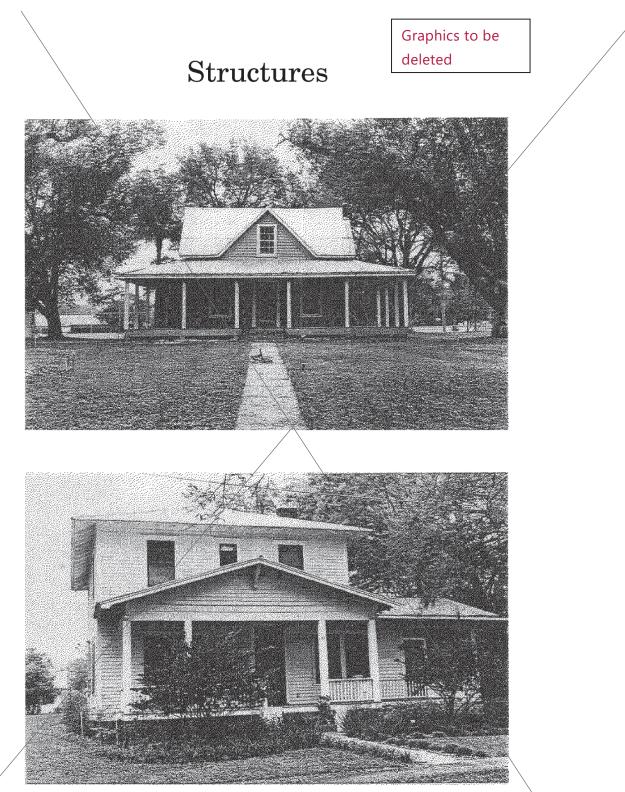
3408		es shall meet required side and rear setbacks as set forth in the coning district.
3410	. Site Furnishing	S
	Benches and bo	ollards shall be made of wood or wood-like materials.
3412	. Exterior Buildin	g Materials
3414	material require	r wood-type construction will be the standard exterior facade ed for all applicable development and redevelopment. Metal nly be permitted when a primary exterior façade with the
3416	appearance of	brick, stucco or wood-type construction visible from Major or
3418	Minor street is . Color Scheme	provided. a or structure shall exhibit more than three colors.
3420		
5420		or neon colors are prohibited.
2422	. Roof Design	
3422		equipment and appurtenances placed on the roof will be
2424		at they are not visible from any public right-of-way.
3424	. Doors	doors shall be thirty (20) to sighty (20) persent glass. Class
3426		doors shall be thirty (30) to eighty (80) percent glass. Glass
5420		quired in service doors and emergency exits.
	. Awnings	
3428	0	hall be solid and neutral, and with no more than one color on
3430	provided one o	ng. Both awning and flat canopy treatments are permitted or the other is uniformly applied to the entire building. inated awnings, stretch awnings on curved aluminum frames,
3432	-	d awnings with plastic fabric shall be prohibited.
3434	. Signs (a) <u>Wall Signs</u>	
3436		hall be designed as an integral architectural feature of the he h
3438	<u>single-occu</u>	pant buildings or buildings within a cluster shall be calculated ing the building front footage by one and one-half (1.5) feet.
3440	Placement of	of signs on a building shall not obscure or conflict with nopies, windows, cornices or other similar architectural details.
3442	(b) <u>Window Sig</u>	-

3444	Window signs shall not occupy more than twenty-five (25) percent of available glass area, and shall not visually obstruct the display or inside of the building. Neon signs are not permitted.
3446	(c) <u>Ground Signs</u>
3448	Ground signs shall be designed to be compatible in appearance with the principal building. (d) Prohibited Signs
3450	<u>In addition to the signs prohibited in Sec. 10.2.5, the following sign types</u> <u>shall be prohibited:</u>
3452	 Blinking lights, changeable message boards and electronic message signs.
3454	 Reverse illuminated (receive light from an internal source) plastic signs. Reader boards and information displays.
3456	4. <u>Neon signs and changeable copy signs.</u>
3458	 Ground signs constructed at an angle with the façade of the associated building.
	6. <u>Pole signs.</u>
3460	7. <u>Billboards.</u>



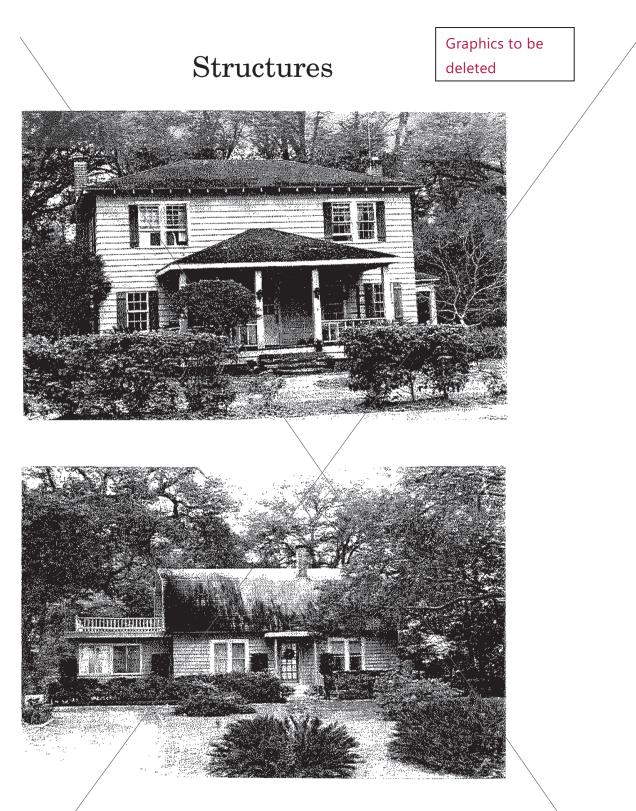


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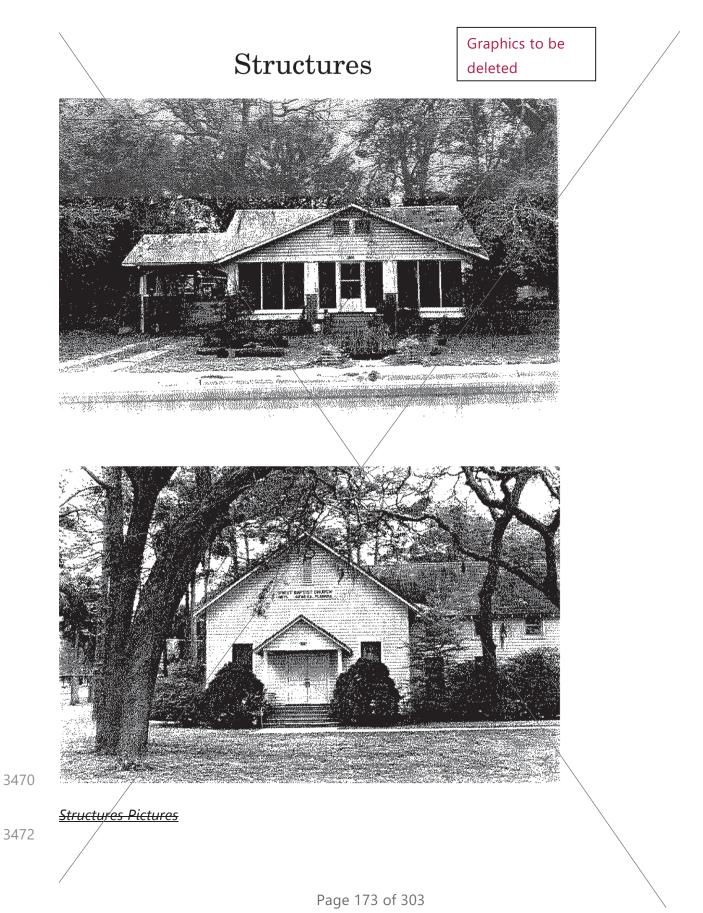




<u>Structures Pictures</u>

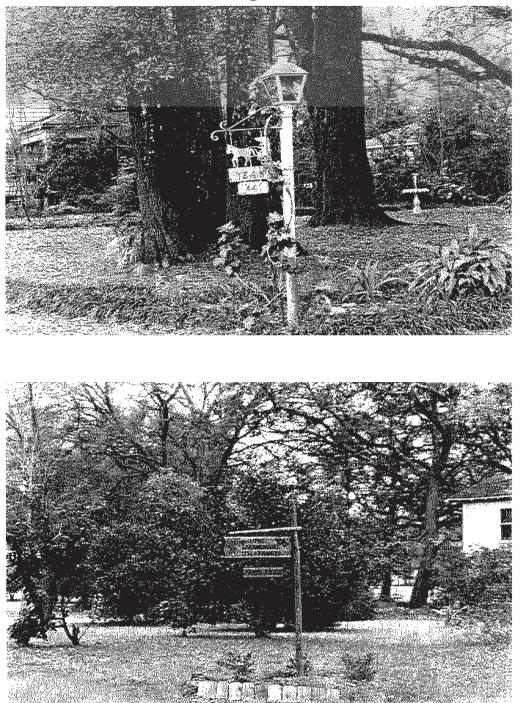


Structures Pictures

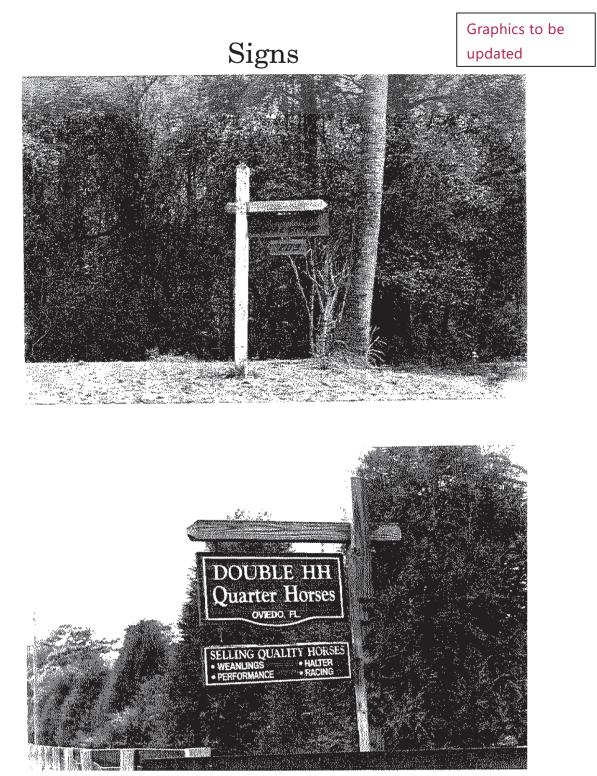


Graphics to be updated

Signs



3474 <u>Sign Pictures</u>



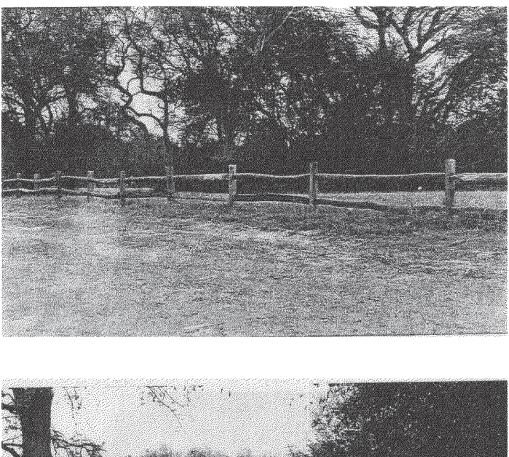
<u>Sign Pictures</u>

Graphics to be Driveways updated

3480 <u>Driveway Pictures</u>

Graphics to be updated

Fences



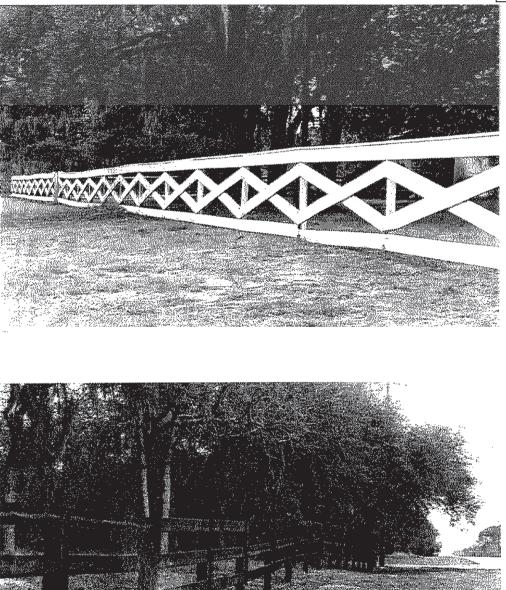


3482

<u>Fence Pictures</u>

Fences

Graphics to be updated



3486 *Fence Pictures*

3488 EXHIBIT

FLORIDA NATIVE PLANT SOCIETY

3490 935 Orange Ave., Winter Park, Florida 32789

SELECTED NATIVE PLANTS

3492 recommended for landscaping in Central Florida

Scientific Name	Common Name
Trees	
acer rubrum	red maple
agarista populifolia syn. leucothoe	fl. leucothoe
celtis levaegata	hackberry
cercis canadensis	redbud
chionanthus virginicus	fringe tree
cornus florida	flowering dogwood
crataegus spp.	hawthorn
gordonia lasianthus	loblolly bay
ilex cassine	dahoon
ilex opaca	american holly
ilex vomitoria	yaupon
juniperus silicicola	southern red cedar
liquidambar styracifua	sweet gum
liriodendron tulipfera	tulip tree
lyonia ferruginea	rusty lyonia

Scientific Name	Common Name
magnolia grandiflora	southern magnolia
magnolia virginiana	sweet bay
morus rubra	red mulberry
myrica cerifera	wax mrytle
osmanthus americanus	wild olive/devilwood
persea humilus	silk bay
persea borbonia	red bay
pinus clausa	sand pine
pinus elliottii	slash pine
pinus palustris	long leaf pine
platanus occidenalis	sycamore
prunus angustifolia	chickasaw plumb
prunus caroliniana	cherry laurel
quercus geminata	sand live oak
quercus laurifolia	laurel oak
quercus myrtifolia	myrtle oak
quercus nigra	water oak
quercus virginiana	live oak
sabal palmetto	cabbage palm

Scientific Name	Common Name
taxodium ascendens	pond cypress
taxodium distichum	bald cypress
vaccinium arboreum	sparkleberry
vieurnium obovatum	waters viburnium
Shrubs	
aronia arbutifolia	red chokeberry
befaria racemosa	tar flower
callicarpa americana	beauty berry
erythrina herbacea	coral bean
euonymus americanus	strawberry bush
garberia fruticosa	garberia
ilex ambi gua	carolina holly
ilex glabra	gallberry
illicium parviflorum	star anise
lyonia lucida	shiny lyonia
rhapidophyllum hystrix	needle palm
rhododendron viscosum	swamp azalea
rhus copallina	winged sumac
serenoa repens	saw palmetto

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Scientific Name	Common Name
vaccinium myrsinites fl.	evergreen blueberry
Vines	
campsis radicans	trumpet vine
gelsemium sempervirens	yellow jessamine
lonicera japonica	japanese honeysuckle
lonicera semprevirens	coral honeysuckle
parthenocissus quinquefolia	virginia creeper
vitis rotundifolia	muscadine grape
Flowers, Herbs, Groundcovers	
aletris lutea	colic root
arisaema triphyllum	jack-in-the-pulpit
calapogon tuberosus	grass pink
gaillardia sp.	blanket flower
helianthus spp.	black-eyed susan
hymenocalis crassifolia	spider lily
lilium catesbaei	pine lily
lupinus diffusus	lupine
nephrolepis exaltata	sword fern
osunda regalis	royal fern

Scientific Name	Common Name
passiflora incarnata	passion flower
polypodium aureum	gold foot fern
pteris vittata	ladder brake fern
ruellia carcliniensis	wild-petunia
satureja rigida	pennyroyal
spiranthes lanceolota	red ladies tresses
thelypteris torresiana	mariana maiden fern
tradescantia ohiensis	spiderwort
viola lanceolata	bob white violet
woodwardia areolata	netted chain fern
yucca filamenmtosa	bear grass
zamia sp.	coontie

	10.3	Lake Mary Boulevard Gateway Corridor Overlay Standards Classification – PART 56
3494	10.4	Econlockhatchee River Protection Overlay Standards Classification – PART 57
	10.5	Wekiva River Protection—Seminole Estates Overlay Zoning –
3496	10.5.1	WEKIVA RIVER PROTECTION AREA ENVIRONMENTAL DESIGN STANDARDS Wekiva River Protection Area Environmental Design Standards. Clustering and the Planned
3498		Development (PD). On property having the Suburban Estates land use designation, the use of Planned Development ("PD") zoning may only be permitted if the
3500		Economic and Community Development Services Director or designee determines that a greater protection of wetlands, rare upland habitat, greenways, or wildlife
3502		corridors can be achieved by clustering. Natural features that may be protected using PD zoning include, but are not limited to, floodprone areas, karst features, most
3504		effective recharge areas, or other environmentally sensitive natural habitat. <u>A cluster</u> <u>subdivision must provide a minimum of forty (40) percent open space, including</u>
3506		intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes so that a minimum of sixty (60) percent
3508		of the residential lots abut or are located across the street from land held for the common enjoyment of the future residents of the development.
3510	10.6	Markham Road, Longwood—Markham Road and Lake Markham Road Scenic
		Roadway Corridor Overlays – PART 59
3512	10.7	Chuluota Nonresidential Design Standards Zoning Overlay – PART 60
		Buffers
3514		a) All other buffers shall be per Part 64, LDC Part 14
	10.8	Airports – PART 61
3516	10.9	SR 46 Scenic Corridor Overlay District – PART 62
	10.10	State Road 46 Scenic Corridor Lighting Standards – PART 66
3518		Development Standards
		f) Parking areas and equipment storage areas.
3520		1. Parking areas. All paved parking areas shall meet the following standards:

	(D) Each landscaped island shall be irrigated. Reclaim water, if available,
3522	must be used for irrigation . The Planning Manager may permit the use
	of a temporary above-ground irrigation system in areas where drought
3524	tolerant/low water use zone plant material is proposed to be planted
	for the entire landscaped area. An irrigation plan shall not be required
3526	in such circumstances. Also, each island shall contain one (1) canopy
	tree or two (2) understory trees, each with a minimum caliper of one
3528	and one-half $(1\frac{1}{2})$ inches and minimum height of six (6) feet at
	planting.
3530	10.11 SR 46 Gateway Corridor Overlay Standards Zoning Classification – PART 63
	10.12 Oxford Place Overlay District – PART 75
3532	10.13 Urban Conservation Village Design – PART 27
	10.13.1 Applicability
3534	10.13.2 Purpose
	10.13.3 Development restrictions, incentive, and flexibility
3536	a) Residential structures, excluding privacy fences, must be set at least one hundred
	forth forty (140) feet back from the center line of Myrtle Street.
3538	b) The allowable <u>net</u> density for a Conservation Village shall be calculated , pursuant to
	Section 30.1359 of this Code, as amended, on the basis of net buildable area as
3540	defined in Sec. 2.3, exclusive of but further excluding Primary Conservation Areas,
	and roads.
3542	c) Notwithstanding the foregoing, a density <u>A maximum</u> of two (2) units per net
	buildable acre shall be permitted if all of the following conditions are met:
3544	1. The development is connected to central water and sewer.
	2. The development incorporates stormwater volume reduction by retaining on-
3546	site the difference between pre-development and post-development runoff
2540	volume for a twenty-five (25)-year/ twenty-four (24)-hour storm event with
3548	recovery of seventy-five (75) percent of volume within seventy-two (72) hours of the storm event.
3550	3. The development integrates stormwater quality treatment through an offline
5550	stormwater management system which incorporates sediment for bays equal to
3552	one-half ($\frac{1}{2}$) of the water quality volume, as required by St. John's River Water
	Management District, upstream of water quality treatment areas.
3554	4. The development implements a Greenway Ownership and Management Plan
	regarding its primary conservation and greenbelt areas.

- 3556 (g) In order to implement the purposes of this Part, the following technical standards are required:
- 3558 10.13.4 Required Greenway
 - 10.13.5 Ownership and maintenance of greenway land and common facilities
- 3560 10.13.6 Application Process
 - 10.14 US 17-92 Community Redevelopment Area Target Zone Height Alternative Standards

3562 PART 11 PARKING AND LOADING REGULATIONS

11.1 <u>Applicability</u>

- Minimum off-street parking spaces with adequate provisions for ingress and egress shall be provided at the time of the erection of any main building or structure or at the time any main building is enlarged or increased in capacity by adding dwelling units, guest rooms or floor areas, in accordance with the following requirements of this Section.
- 11.1.2 <u>In addition to the above instance, bicycle parking shall be brought into compliance</u> with this Part at the time of any change of use or substantial rehabilitation of a <u>building requiring a building permit.</u>
- 3572 11.2 General provisions for off-street parking and loading.
- 11.2.1 *Permanent reservation*. Areas reserved for off-street parking or loading in accordance with this Section shall not change to any other use unless the permitted use which it serves is discontinued or modified, or unless equivalent parking or loading space is otherwise provided. <u>Site Plan approval is required for any modifications to an existing parking area.</u>
- 3578

11.2.2 Additional requirements.

- a) If the site is located within an Aquifer Recharge Overlay Zoning Classification see Part 10, Chapter 30.
- b) ADA parking spaces shall be as required and in accordance with the AmericansWith Disabilities Act and the operative Standard Building Code.
- c) All unpaved parking spaces shall be clearly delineated on the site plan and shall be organized using tire stops or other physical markers indicating their designated use. Unpaved areas to be used for parking and/or traffic circulation shall have a gravel, mulch, grass, turf block or other durable dust-free surface acceptable to the Public Works Director, and shall be graded for drainage and maintenance. These areas shall not be counted as part of required buffers or open space, and
- 3590 <u>the applicable on-site retention standard for stormwater drainage shall apply.</u>
 - 11.3 Quantities of Parking Required
- a) <u>The minimum amount of parking required shall be consistent with "Table 11.3-A:</u> <u>Minimum Parking Required."</u>
- b) Developments containing more than one use shall provide parking and loading spaces in an amount equal to the total of the requirements for all uses.

3596	c) Parking required may be reduced based on alternatives provided in "11.4 Parking Reductions and Exceptions".
3598	d) Where referenced, "employees" refers to the total number of employees on the largest shift.
3600	e) Proposed parking may not exceed 200 percent of the minimum parking required unless approved by the Development Services Director.
3602	f) <i>Determining required off-street parking and loading and unloading space</i> . When units or measurements determining the number of required off-street parking
3604	and off-street loading spaces result in a measurement of a fractional space, any fraction up to and including one-half (1/2) shall be disregarded and fractions over
3606	one-half (1/2) shall require one (1) off-street parking or off-street loading space; provided, however, that the waiver of fractional units of measurements shall not
3608	apply to the first off-street loading and unloading space. As required under the "off-street loading and unloading regulations," the space provided for loading
3610	and unloading purposes shall not be construed as providing required off-street parking spaces.

3612 TABLE 11.3-A: MINIMUM PARKING REQUIRED

Residential	
Residential Unit	
1000 SF or greater	2 spaces / dwelling unit
Less than 1000 SF	<u>1.5 spaces / dwelling unit</u>
Studio Apartment / Efficiency	<u>1 space / dwelling unit</u>
Dormitories, Boardinghouses	0.5 spaces / Bedroom
Hotels, motels, and other lodging	1 space / dwelling unit
	plus 2 additional
Non-Residential	
General Business / Retail / Office	First 10,000 sq. ft 4 spaces /
(including Shopping Centers)	<u>1000 sq.ft.</u>
	Above 10,000 sq ft 3 spaces/
	<u>1000 sq. ft.</u>
	5 / 1000 sqft under 10,000 sqft
Libraries and museums (exhibit/public areas)	<u>3 spaces / 1000 sq.ft.</u> 5 / 1000
	sqft
Restaurant (free-standing)	1 space / 4 seats
	<u>5 spaces/ 1000 sq. ft.</u>
Medical Office, Veterinarians, and Kennels	
First 3,000 SF	<u>4</u> 5 spaces / 1000 sq.ft.
<u>Above 3,000 SF</u>	<u>3 spaces / 1000 sq.ft.</u>
Furniture and appliance store	
First 10,000 SF	5 spaces / 1000 sq. ft.
Above 10,000 SF	<u>1.5 spaces / 1000 sq.ft.</u> 1.667/
	1000 sqft
Manufacturing Concerns and Warehouses	1 / 1000 sqft
	1 space/ 2 employees
	Plus 1 space / company vehicle
Commercial - Non-Retail	1 space/ 2 employees
	Plus 1 space / company vehicle
Hospitals , Residential facility, Assisted living	2 <u>1</u> space s /bed
Residential facility, Assisted living	0.5 spaces/bed
Education	
Daycare, Preschool, and Kindergarten	1 space/employee
Elementary and Middle	1.75 spaces/classroom
High School and Above	<u>5 spaces/classroom</u>
Recreation and Entertainment	<u>1 space/7 rated patron capacity</u>
Assembly Spaces	<u>1 space/ 4 seats</u>

3614 11.4 Parking Reductions and Exceptions

3616 3618	11.4.1	Administrative variances. Consistent with sound engineering practices or federal or state law, the <u>Development Services Director</u> Planning Division Manager may approve a variance to the following off-street parking standards under the following conditions:
3620		 a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation <u>or preserve existing historic buildings:</u>
3622 3624		1. <i>Reduction of the number of required off-street parking spaces</i> . A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted.
3626		 Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required number of ninety-degree parking spaces may be
3628		reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation.
3630		 Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and
3632		should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved
3634		portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface <u>placed atop Geoweb or another structural component to ensure</u>
3636 3638		vehicles are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space <u>and stormwater</u>
3640		management standards shall apply and the twenty-four (24) hour/twenty-five (25) year onsite retention standard for stormwater drainage shall apply.
3642		b) For existing developed properties on small sites when granting such a variance would preserve existing infrastructure:
3644		1. For existing developed properties of less than three (3) acres: if complying with the requirements of this Part would render the property unusable for the continuation of uses similar to the historic use of the property or require
3646		demolition of existing buildings to achieve an economically viable use, the Development Services Director may grant a reduction in parking or parking lot
3648		landscaping requirements sufficient to continue economic viability of the property without the need to demolish buildings on the property or adjacent
3650		<u>sites.</u>

11.4.2 Parking Reductions:

3652	a) Notwithstanding paragraph b) below, any combination of parking reductions which would result in an overall decrease in required parking of thirty (30) percent
3654	or more must be approved by the Development Services Director and may require a parking study.
3656	b) <u>An applicant may seek a reduction in the required number of parking spaces based</u> on the following criteria:
3658	1. Parking Study: Applicants may choose to submit a parking study, at their own cost, demonstrating a lower demand for parking than required by the standards
3660	of this Section. Development Services Director may approve the methodology and the study based on current editions of professionally-accepted data sources.
3662	 Car Share Program: One car share space may be provided in lieu of up to five (5) regular parking spaces. Reduction is limited to two car share (2) spaces.
3664	Approval requires an executed contract with a car share provider. Car share reduction is limited to residential or office uses in lots requiring at least twenty.
3666	(20) parking spaces. 3. <u>Transit-Oriented Development:</u>
3668	a) <u>Applicability:</u>
3670	i. <u>Units or businesses within 2000 feet of a commuter rail or bus rapid transit</u> station.
3070	ii. <u>Units within 800 feet of bus transit with headways of not less than fifteen</u>
3672	(15) minutes from 7:00 am to 7:00 pm.
	iii. The project must follow form and design standards for the MUCD zoning
3674	district.
	b) <u>Reduction:</u>
3676	i. Up to ten (10) percent of parking spaces.
	ii. Up to twenty-five (25) percent of parking spaces for residential or office
3678	uses if parking spaces are "unbundled" (sold, leased, or rented with
	separate pricing and a separate lease / deed of ownership).
3680	11.4.3 <u>Shared parking</u>
	a) <u>Required parking may be reduced with the use of a Shared Parking Agreement.</u>
3682	<u>Shared Parking may be combined with other reductions subject to approval by</u> the Development Services Director provided that other reductions are applied
3684	before completing the shared parking calculation.

	b) Shared parking reductions are available for multiple uses on:
3686	1. Single or multiple adjacent sites under single ownership; or
	2. Multiple adjacent sites with a Shared Use Parking Agreement sharing parking
3688	<u>facilities; or</u>
	3. <u>County-managed facilities.</u>
3690	c) The number of minimum required parking spaces may be reduced according to <u>"Table 11.4-A Shared Parking Table", calculated as follows:</u>
3692	1. In the column titled "Minimum Required Parking" apply the minimum required
	parking spaces for each use as specified in this Section;
3694	2. For each following columns (time of day and day of week), multiply the
	amount in the "Minimum Required Parking" column by the percentage listed
3696	in that column. Enter the sum of each column in the bottom row;
	3. The revised minimum required parking is the highest value in the bottom row
3698	of "Table 11.4-A Shared Parking Table".

TABLE 11.4-A SHARED PARKING TABLE

	Minimum	Weekday Usage					Weekend Usage						
Use Utilizing Shared Parking	Required Parking	Mon - Fri 8am - 6pm		Mon - Fri 6pm - 12am		Mon - Fri 12am - 8am		Sat - Sun 8am - 6pm		Sat - Sun 6pm - 12am		Sat - Sun 12am - 8am	
Residential	See 3-6.1	60%	# sp	100%	# sp	100%	# sp	80%	# sp	100%	# sp	100%	# sp
Lodging	See 3-6.1	70%	# sp	100%	# sp	100%	# sp	70%	# sp	100%	# sp	100%	# sp
Commercial						(see	below)	2X		·			
Food & Beverage	See 3-6.1	70%	# sp	100%	# sp	10%	# sp	70%	# sp	100%	# sp	20%	# sp
Office, Industrial	See 3-6.1	100%	# sp	20%	# sp	5%	# sp	5%	# sp	5%	# sp	5%	# sp
All Others	See 3-6.1	90%	#sp	80%	#sp	5%	# sp	100%	# sp	70%	#sp	5%	#sp
Industrial	See 3-6.1	100%	# sp	20%	#sp	5%	# sp	5%	#sp	5%	#sp	5%	# sp
Place Of Assembly	See 3-6.1	40%	# sp	100%	# sp	10%	# sp	80%	# sp	100%	# sp	50%	# sp
Total Required Spaces	# sp	# 9	sp	# 9	sp	# 9	sp	# 9	sp	# 9	sp	# 9	sp

3700 11.5 Electric Vehicle (EV) Readiness.

11.5.1 Purpose.

3702The requirements of this Part are intended to provide electric vehicle charging
abilities distributed throughout the County to serve public mobility needs, prepare3704for emerging electric vehicle technologies, improve air quality, and achieve County
sustainability goals.

3706	11.5.2 Applic	ability.
	<u>Th</u>	e requirements of this Part shall apply to new development or substantial
3708		largement of structures. Only the new parking spaces added as part of a
	<u>su</u>	ostantial enlargement are subject to the requirements of this Section.
3710	11.5.3 <u>Gener</u>	al Requirements.
	a) <u>EV R</u>	eadiness requirements are categorized in two levels as follows:
3712	1.	<i>EV Capable:</i> These parking spaces prepare for future Electric Vehicle Supply Equipment (EVSE) installation by providing dedicated electrical capacity in the
3714		service panel (40 amp breaker for every two (2) EV Capable spaces) and conduit to the EV Capable space. These spaces do not require wiring to the space or a
3716		receptacle.
	2.	EVSE Installed: These parking spaces are reserved for EVs and provide drivers
3718		the opportunity to charge electric vehicles using EV charging stations rated at a minimum of 32 amp 7.2 kW. These spaces should be installed per the
3720		requirements of the National Electrical Code (NFPA 70) as adopted and amended by the State of Florida.
		•
3722	11.5.4 <u>Numb</u>	er of Spaces Required.
	a) <u>The</u>	EV parking requirements are based on a percentage of the minimum required
3724	pa	rking spaces of this Part.

<u>TYPE</u>	EV	EVSE Installed			
	Capable**	(threshold)**			
Certified Affordable Multi-Family Housing	<u>20%</u>	<u>N/A</u>			
Structured Parking (except Certified Affordable	<u>20%</u>	<u>2%</u>			
Multi-Family Housing)		<u>(requirement begins at</u>			
		<u>50 spaces)</u>			
Surface Parking:					
Multi-Family and Hotel	<u>20%</u>	<u>2%</u>			
		<u>(requirement begins at</u>			
		50 spaces)			
<u>Commercial*</u>	<u>10%</u>	<u>2%</u>			
(office, retail, and public, recreational &		<u>(requirement begins at</u>			
institutional uses)		250 spaces)			
Industrial	<u>10%</u>	<u>2%</u>			
(employee parking only)		(requirement begins at			
		<u>250 spaces)</u>			
*Commercial projects for fuel retailers in which <i>automotive services</i> is the primary use are					
excluded from requirements contained in this Section.					
**All partial space requirements are rounded down. Percent of required parking spaces					

11.5.5 <u>Location.</u>

3728	a) For Planned Developments and major PD amendments, the number of EV Capable
	and EVSE Installed required spaces must be indicated on the MDP and placement
3730	must be identified during the final engineering/site plan approval. For all other
	projects the placement of the EV Capable and EVSE Installed required spaces must
3732	be identified during the final engineering/site plan approval process.

11.5.6 <u>Design.</u>

- 3734a) Charging equipment must be mounted on the wall or on a structure at the end of
the electric vehicle parking space provided.
- b) No charging devices may be placed within the dimensions of a space, on the sides, or entrance to a space.
- 3738 c) When cords and connectors are not in use, theyshall be retracted or stored sufficiently high above the pedestrian surface and the parking lot as to prevent
 3740 conflicts with pedestrians and vehicles.
- d) <u>Cords, cables, and connector equipment shall not extend across the path of travel</u> in any sidewalk or walkway.

3744	e) <u>Equipment mounted on structures such as pedestals, lighting posts, bollards, or</u> other devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.
3746	f) Alternative designs may be approved by the Planning Manager.
3748	g) Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements.
3750	11.5.7 <u>Accessibility.</u>
3752	a) <u>A minimum of one (1) EVSE Installed space must be located adjacent to an ADA</u> <u>designated space to provide access to the charging station.</u>
	b) The accessible space must be designated as an EV reserved space.
3754	c) The EVSE Installed accessible spaces should have all relevant parts located within accessible reach, and in a barrier-free access aisle for the user to move freely
3756	between the EVSE and the electric vehicle.
	11.5.8 <u>Signage.</u>
3758	<u>All EVSE Installed parking spaces shall be designated with signage consistent with</u> <u>MUTCD standards.</u>
3760	11.6 Design of off-street parking spaces.
	11.6.1 Landscaping of off-street parking areas
3762	Off-street parking areas must meet the landscape requirements of Part 14
	11.6.2 Dimensional requirements of off-street parking spaces.
3764	a) Except where otherwise specified in this Code or Federal or State law, an off-street parking space shall consist of a minimum net area of two hundred (200) square
3766	feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet, exclusive of access drives or aisles thereto
3768	<u>b) Up to eighty percent (80%) of spaces provided may have a minimum net area of one hundred and sixty-two (162) square feet, a minimum width of nine feet (9),</u>
3770	and a minimum length of eighteen feet (18). Parallel parking spaces may be reduced to nine feet (9) in stall width.
3772	c) Curbs, Wheel Stops, and Encroachments.
3774	<u>1. The maximum height of curbs shall be six (6) inches where the overhang of</u> bumpers is anticipated. The maximum height of wheel stops shall be five (5) inches.

3776	2. Where the curb abutting the pedestrian walkway is used as a wheel stop, the
	walkway must be a minimum of seven (7) feet wide to accommodate up to
3778	<u>two (2) feet of vehicle overhang.</u>
	3. Where a curb or wheel stop is provided, the overhang of a motor vehicle past
3780	the curb or wheel stop may be counted as part of the required parking
	module. The adjacent parking stalls may be reduced by two (2) feet as
3782	measured from the face of the curb or wheel stop.
	d) Parking spaces for properties assigned the R-AH zoning classification and having a
3784	triplex use buildings with three (3) or more units shall have parking spaces with a
	minimum net area of one hundred and 162 square feet, a minimum width of nine
3786	(9) feet, and a minimum length of eighteen (18) feet.

- e) Off-street space requirements at various parking angles.
- 3788 Except as otherwise provided in this Part, off-street parking areas shall be designed as to meet the minimum dimensions as shown in the following table:

Parking	Stall	Stall to	Access	Curb
Angle	Width	Curb	Aisle	Length
(Degrees)	(Feet)	(Feet)	One-Way	(Feet)
			(Feet)	
0	10.0	10.0	12.0	22.0
30	10.0	18.7	12.0	20.0
40	10.0	20.5	13.0	15.6
45	10.0	21.2	13.0	14.1
50	10.0	21.8	13.0	13.1
60	10.0	22.3	18.0	11.6
70	10.0	22.2	18.0	10.6
80	10.0	21.4	24.0	10.2
90	10.0	20.0	24.0	10.0

- f) Required parking spaces may be reconfigured or redesigned to accommodate additional parking spaces for smaller vehicles including two-wheeled vehicles and neighborhood electric vehicles provided that:
- 37941. The reconfiguration does not exceed the greater of one (1)space or five (5)
percent of the minimum required parking spaces except that the Development
Services Director may approve the conversion of a larger number of spaces based

3798	on evidence provided by the applicant that site users will favor alternative vehicles.
3800	The conversion must be reversible to provide parking spaces meeting the requirements of this part with restriping alone.
3802	11.6.3 <u>Circulation in Parking Areas:</u>
3804	a) Minimum accessway shall be twelve (12) feet for one-way traffic, or twenty-four (24) feet for two-way traffic.
3806	b) <u>Schools and Day Care Centers must provide</u> adequate off-street space for loading and unloading of children.
	c) Off-street loading and unloading area requirements.
3808	On the same premises with every building, structure, or part thereof, erected and occupied for manufacturing, storage warehouse, food processing or wholesale
3810	distribution plant, goods display, department store, wholesale store, market, hotel, office, hospital, mortuary, laundry, dry cleaning, or other uses similarly
3812	involving the receipt or distribution by vehicles of materials or merchandise, there shall be provided and maintained on the lot adequate space for the maneuvering,
3814	standing, loading, and unloading services in order to avoid undue interference with public use of the streets or alleys.
3816	d) <i>Off-street loading and unloading space defined</i> . An open, hard-surfaced area, other than a street or public way, the principal use of which is for standing, loading and
3818	unloading of motor trucks, tractors, and trailers. Such space shall not be less than twelve (12) feet in width, fifty-five (55) feet in length and fourteen (14) feet in
3820	height, exclusive of access aisles and maneuvering space.
3822	e) <i>Criteria specified</i> . For every building or structure or part thereof having an area 5,000 square feet or more of building floor area and used for the purposes mentioned above, off-street loading and unloading spaces shall be provided in
3824	accordance with the following guidelines:

Category	(Square Feet)	Gross Floor Area
		Spaces Required
Manufacturing	5,000—20,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet
Warehouse	5,000—20,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet
Retail Sales	5,000—10,000	1 Space Plus 1 Space Per
		Each Additional 25,000
		Square Feet
Service Establishments	5,000—20,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet
Commercial Recreation	5,000—50,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet
Restaurants	5,000—10,000	1 Space Plus 1 Space Per
		Each Additional 25,000
		Square Feet
Office	10,000—150,000	1 Space Plus 1 Space Per
		Each Additional 150,000
		Square Ft
Institutions	10,000—50,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet
Public Buildings	5,000—50,000	1 Space Plus 1 Space Per
		Each Additional 50,000
		Square Feet

- 3826 11.7 Miscellaneous design standards SEC 30.1233
- a) Hours of operation. Non-residential uses with after-hour deliveries or service for 3828 late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the 3830 side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning 3832 Manager prior to issuance of any building permit for new construction, a building 3834 addition, or a change in use; provided that in no event shall the Planning Manager <u>Development Services Director</u> limit the hours of operation to less than 3836 twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for 3838 such limitations.
- b) Cross-access easements. All development except single-family residential and
 duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which
 provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director makes a finding that such joint-access is not feasible or
 practicable based upon circumstances unique to the properties.
 - 11.7.1 Bicycle Parking Requirements

3846 11.7.2 Applicability

- Bicycle parking shall be provided in accordance with the standards of this Part3848and shall be made available prior to the issuance of any Certificate ofOccupancy/Completion for the use being served.
- 3850 11.7.3 General Bicycle Parking Requirements.
 - a) <u>Bicycle parking shall consist of short-term bicycle parking and long-term bicycle</u> <u>parking as required.</u>
- 1.Short-term bicycle parking is generally intended to be used for less than two
hours. Typical uses include visitors and customers of retail, restaurants, or
medical offices. Short-term bicycle parking may include outdoor bicycle
parking spaces and bicycle racks not protected from the weather. Short-term
bicycle parking should be easily located and accessible to first-time visitors.

3858	2. Long-term bicycle parking is generally intended for use for four (4) or more
	hours. Typical users include residents and employees. Long-term bicycle
3860	parking must be in a format intended to provide security for longer term
	usage such as bicycle lockers, restricted access fenced areas or rooms, or
3862	continuously monitored indoor spaces. Where feasible, long-term parking
	spaces should be covered. Areas provided inside of multi-story office
3864	buildings for employees and visitors counted as long-term bicycle parking
	must be accompanied by an approved bicycle plan showing the access route
3866	and describing operational hours and security measures.
	b) <u>Covered bicycle parking is encouraged wherever the design of the building or use</u>
3868	being served accommodates such facilities.
	11.7.4 Quantity of Bicycle Parking Required
3870	a) The minimum number of bicycle parking spaces required is described in "Table
	<u>11.7-A Minimum Number of Bicycle Parking Spaces Required"</u>
3872	

Table 11.7-A Minimum Number of Bicycle Parking Spaces Required

Land Use	Long-Term ⁽¹⁾	Short-Term (1)
Residential		
Residential, Multi-Family	<u>1:5 units</u> (minimum 2)	<u>1:10 units</u>
Hotels, Motels and other Lodging	<u>1:30 Rooms</u>	<u>4 spaces plus 1:25,000 sf</u> of ballroom/function area
Non-Residential		
<u>General Business / Retail</u>	<u>1:25,000 sf</u>	<u>1:7,500 sf (minimum 4)</u>
<u>Office</u>	<u>1:15,000 sf</u>	<u>1:25,000 sf (minimum 4)</u>
Libraries and Museums (exhibit/public areas)	<u>1:25,000 sf</u>	<u>1:10,000 sf (minimum 4)</u>
Restaurant (free-standing)	<u>1:25,000 sf</u>	<u>1:7,500 sf (minimum 4)</u>
Medical Office, Veterinarians, and Kennels	<u>1 per 5 employees</u>	<u>1:25,000 sf (minimum 4)</u>
Furniture and appliance store	<u>1 per 5 employees</u>	4 spaces plus 1:50,000 sf
Manufacturing Concerns and Warehouses	<u>1:30,000 sf</u>	4 spaces plus 1:50,000 sf
Commercial - Non-Retail	<u>1 per 5 employees</u>	4 spaces plus 1:50,000 sf
<u>Hospitals</u>	<u>1:50,000 sf</u>	<u>8 spaces plus 1:50,000 sf</u>
Residential facility, Assisted Living	<u>1 per 5 employees</u>	<u>1 per 5 employees</u>
Education:		
Day Care, Preschool, and Kindergarten	<u>1:5 classrooms</u>	<u>8 spaces</u> plus 1:10,000 sf Assembly Space
Elementary, Middle, and High	<u>3:1 classroom</u>	<u>8 spaces</u> plus 1:10,000 sf Assembly Space
College, University, Adult	<u>3:1 classroom</u>	<u>8 spaces</u> plus 1:10,000 sf Assembly Space
Recreation and Entertainment	<u>1:25,000 sf</u>	<u>1 / 40 rated patron capacity</u> (minimum 8) ⁽²⁾
Assembly Use	<u>1:25,000 sf</u>	<u>1 / 20 rated patron capacity</u> (minimum 8) ⁽²⁾
sf = square feet		

3876 <u>Table Notes:</u> <u>"sf" indicates square feet</u>

3878 <u>Visitor spaces for assembly and entertainment uses typically host visitors for two (2) to four</u> (4) hours constituting an intermediate step between short-term and long-term parking, for

- 3880these uses design variations may be approved by the Development Services Director which
increase security, improve weather protection, and provide reasonable wayfinding
- Maximum spaces. For uses requiring more than twenty (25) spaces for a single building, the Development Services Director may waive the excess provided that at least two (2) spaces
 are located near each public or employee entrance.
- are located hear each public or employee en
- 3886 11.7.5 <u>Location.</u>

	a) Chart tawa ana ana ana la la cata durithia fifth (CO) fact of the wasin antworses to the
	a) Short-term spaces shall be located within fifty (50) feet of the main entrance to the
3888	building as measured along the most direct pedestrian access route. For a
	building with more than one entrance, the bicycle parking must be distributed
3890	along all facades with a main entrance, and located within fifty (50) feet of at least
	one main entrance, as measured along the most direct pedestrian access route.
3892	When more than six (6) spaces are required per entrance, additional parking may
	be provided at a secondary location, such as a parking garage, not more than 200
3894	feet from the principal entrance with directional signage indicating its location.
	b) <u>Long-term bicycle parking must be located on the same building site as the use</u>
3896	being served. All long-term bicycle parking spaces must be located within 200
	feet of a main, operational entrance to the building.
3898	c) <u>Bicycle parking facilities may be located in the rear fifty (50) percent of any</u>
3030	required front yard setback, but shall not be located in any vehicle parking space
3900	
5900	required under this Part, except where a vehicle parking space is specifically
	converted to bicycle parking spaces by approval of the Development Services
3902	<u>Director.</u>
	d) <u>Bicycle parking located within a parking garage must be located within fifty (50)</u>
3904	feet of a pedestrian access point which includes an elevator or first floor sidewalk
	connection. If the bicycle parking is located within an enclosed room within the
3906	parking structure, the distance requirement to an elevator or pedestrian entrance
5500	is no more than 200 feet.
	<u>IS NO MOLE than 200 leet.</u>

3908 11.8 Parking Garage Design Guidelines

11.8.1 Intent and Purpose:

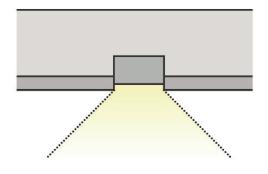
- 3910The intent of this Section is to provide for architectural appeal and compatibility of
the size, scale, intensity/mass and image of the parking garage structures with3912adjacent buildings and with the context of the surrounding area/neighborhood.
- Parking garages have significant visual impact with their large mass structures on the overall development and image of the community. Parking structures also consume land, interrupt the street wall, and can have a negative impact on the pedestrian
 realm if not integrated with other land uses, such as street level retail, residential and commercial activities. Parking structures can be visually overpowering if not well
 designed and sensitively sited.
 - 11.8.2 <u>Applicability:</u>
- a) <u>This Section is supplemental to the other regulations within the Land Development</u> and Building/Fire/Life Safety Codes of the County.
- 3922 b) <u>All future parking garages shall comply in their design to the maximum extent with</u> these guidelines.
- 3924 c) <u>These guidelines shall apply to parking garages (multiple levels) and parking decks</u> (single level) but shall not apply to underground parking structures (at least half
 3926 <u>the floor height below grade) and shall not apply to parking garages within the</u> interior of projects that are not visible on the exterior street.
- 3928 11.8.3 General Requirements:
 - a) <u>Elevations shall be provided for all facades of a parking garage that are not</u> <u>screened with other buildings.</u>
 - b) <u>A landscape plan shall be provided.</u>
- 3932 c) <u>A circulation plan shall be provided showing both vehicular and pedestrian</u> <u>circulation.</u>
- 3934 11.8.4 Design Principles:

- a) <u>Parking structures shall complement the nearby buildings: Parking structures shall</u> blend into style and scale of the context and not be designed as purely utilitarian <u>structures.</u>
- b) <u>Respect pedestrian environment: Design shall respect the human scale</u> incorporating building materials and details that add to or preserve the pedestrian experience.

3942	c) Minimal pedestrian/vehicular conflict: vehicular access, entry, and circulation shall be designed to prioritize pedestrian movement and patterns.
3944	d) Architectural Integrity: Parking structures shall have features and building materials that complement the primary or adjacent structures.
3946	e) Integrate Landscaping: Substantial landscaping shall buffer views of parking structures, obstruct glare, and provide a transition in scale between the structure and the public realm around it.
3948	11.8.5 Design Guidelines:
	a) <u>Siting:</u>
3950	 Parking structures should be located away from public streets and high pedestrian use areas screened by other buildings with habitable uses.
3952	 Landscape setbacks with a minimum dimension of ten (10) feet shall be provided on all sides of the parking structure except where habitable building
3954	frontages are provided at the ground level. In zoning districts with larger street front setbacks, those larger setbacks shall apply.
3956	 Parking Garages adjacent to plazas or squares are discouraged; if they must occur, they shall be lined with habitable building frontages.
3958	4. Locating parking structures adjacent to properties containing or designated for single-family residential uses, schools, or community parks is strongly
3960	discouraged. If other locations are not viable, consideration will be given to parking structures that are setback a minimum of twenty (20) feet from these
3962	areas, are limited to a maximum height of thirty (30) feet or three (3) stories, and contain buffer landscaping and/or architectural features to screen or
3964	minimize views of vehicular uses.
3966	 Avoid garage vehicular exit locations where the glare of headlights on departing cars would illuminate uses across the street.
3968	 Appurtenances (i.e., transformers, ventilation shafts, etc.) shall be located outside of any required setback and shall be screened from public view.
	b) <u>Structure Design:</u>
3970	 Exterior elevations should incorporate design components and materials utilized and compatible with the primary building(s).
3972	 Garage corners that are visible to the public realm should be treated with architectural features.
3974	 Parapet walls. On all levels where parking is provided adjacent to an exterior wall, all façades shall have exterior opaque walls a minimum height of forty-
3976	two (42) inches above any finished grade and any finished floor.

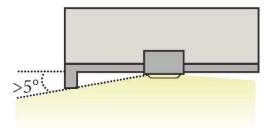
3978 3980	 The sloping nature of the interior structure shall not be exposed, repeated, or revealed on the exterior façade. Ramping in parking structures shall be internalized or screened to avoid an angular geometry to the perimeter of the structure.
5500	c) <u>Screening</u>
2002	•
3982	 Public façades of Structured Parking: When a parking structure façade is adjacent to or facing any public park or plaza, public right-of-way, public
3984	sidewalk, or private street, façades shall comply with the following:
3986	(a) <u>Screening elements shall be designed in a structurally sound manner and</u> <u>have a gap of no more than eighteen (18) inches from the frame of the</u> <u>screening element to the wall opening. Alternative decorative elements</u>
3988	which provide an equivalent level of screening may be allowed in an accessory parking structure where such elements are employed to match
3990	the architectural character of the main building. Mesh or decorative panels, louvers, green walls, tinted or sandblasted opague spandrel glass,
3992	or similar screening elements shall be used. Where mesh or other materials containing openings are used in conjunction with the screening
3994	frame, no individual opening shall exceed four (4) square inches. Chain link fencing and similar screening elements shall be prohibited as an allowable
3996	mesh or similar screening element.
3998	(b) <u>A total of at least fifty (50) percent of such exterior building wall, or</u> portion thereof, with adjacent parking spaces shall consist of opaque materials which may include permitted signs, graphic or sculptural art,
4000	decorative screening or latticework.
4002	(c) <u>Perforated metal does not effectively prevent glare in all cases, and</u> <u>therefore shall not be used as the primary screening material. It can be</u> used in combination with other screening techniques so that the light spill
4004	used in combination with other screening techniques so that the light spill measured at the parcel line is not more than 0.5 footcandles.
	d) <u>Lighting</u>
4006	1. <u>Parking garages should utilize full spectrum lighting to increase safety and</u>
4008	<u>comfort. The placement of fixtures should be designed to minimize light</u> pollution from the garage.
	2. Lighting shall be designed to reduce light spillage outside the parking
4010	structure according to the following:

	a) Internal illumination shall be screened so that internal light sources shall
4012	not be visible from the adjacent public right-of-way or adjacent parcels.
	Light fixtures directly visible from the exterior of a parking structure shall
4014	be directed internally upward or shall contain shielded fixtures to prevent
	such visibility.
4016	b) Rooftop lighting shall be located at an elevation height less than the top
	of the nearest exterior perimeter rooftop wall; or shall be setback a
4018	minimum of fifteen (15) feet from the exterior perimeter of the rooftop
	wall at a maximum mounted height of twelve (12) feet above finished floor
4020	with cutoff light fixtures that have a maximum 90-degree illumination.
	c) Lighting levels measured at the property line of parcels adjacent to the
4022	structured parking deck shall not be greater than 0.5 footcandles.
	3. Interior walls and ceilings should be painted a light color to improve
4024	illumination and safety.
	4. All exposed mechanical equipment and piping should be painted to match the
4026	interior of the structure.
	5. <u>Shielding:</u>
4028	a) Utilize shielded fixtures to minimize light pollution and glare from both
	within and outside the garage.
4030	b) Structural shielding, Lighting fixture shielding, or Indirect lighting as
	s) <u>or actartal sincitancy, righting include sincitancy, or included ignining as</u>
	depicted below can be used to prevent glare.
4032	
4032	depicted below can be used to prevent glare.
4032 4034	depicted below can be used to prevent glare.c) Acceptable lighting designs include the following:



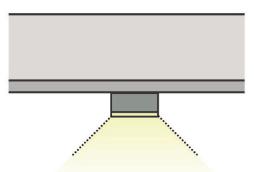
ii. <u>Recessed fixture incorporating a lens cover that is either recessed or</u> <u>flush with the bottom surface of the canopy.</u>

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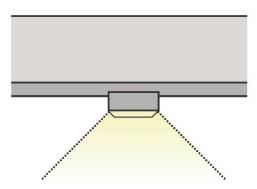
 iii. Light fixture incorporating shields or is shielded by the edge of the canopy itself, so that light is restrained to five (5) degrees or more below the horizontal plane.



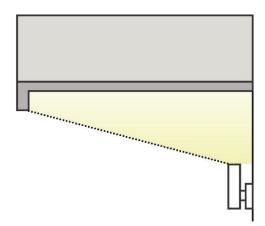
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iv. <u>Surface mounted fixture incorporating a flat glass that provides a</u> <u>cutoff design or shielded light distribution.</u>



4046v.Surface mounted fixture measuring no more than two (2) feet by two
(2) feet, with a lens cover that contains at least two percent (2%)4048white fill diffusion material.



4050		vi.	Indirect lighting where light is beamed upward and then reflected
			down from the underside of the canopy, provided the fixture is
4052			shielded so that direct illumination is focused exclusively on the
			underside of the canopy.
4054	a) Pad	estrian S	afotyc
4034			ian circulation should be delineated and separated from automobile
4056	1.		on. Interior pedestrian paths should be visible to drivers and
-1050			ted to differentiate them from vehicle travel aisles.
4058	2.	Landsca	ping, walkways, and decorative hardscape should be used to
			ize pedestrian areas.
4060	3.	<u>Elevato</u>	r and stair shafts, mechanical rooms, and similar visual disruptions
		should	be located to minimize the obstruction of views between drivers and
4062		<u>pedestr</u>	ians.
	4.		ian access should be designed to safely avoid pedestrian entry and exit
4064		-	arage via vehicular ramps, and provide a minimum five (5)-foot wide
		pedestr	ian sidewalk associated with each vehicular access driveway.
4066	f) <u>Bicy</u>	cle Parki	<u>ng:</u>
	1.	<u>Bicycle</u>	parking should be located on the level with the most convenient
4068			and adjacent to a vehicular entry or have a separate protected and
		0	entrance.
4070	2.	-	parking in a parking garage must be located within fifty (50) feet of a
4070		•	ian access point which includes an elevator or first floor sidewalk
4072			tion. If the bicycle parking is located within an enclosed room, the
4074		200 fee	e requirement to an elevator or pedestrian entrance is no more than
-074		200 100	<u></u>

	g) <u>Ligł</u>	<u>nting:</u>
4076	1.	Parking garages should utilize full spectrum lighting to increase safety and
		comfort. The placement of fixtures should be designed to minimize light
4078		pollution from the garage.
	2.	Utilize shielded fixtures to minimize light pollution and glare both inside and
4080		outside the garage.
	3.	Interior walls and ceilings should be painted a light color to improve
4082		illumination and safety.
	h) <u>Noi</u>	<u>se:</u>
4084	1.	Locate all stationary noise-generating equipment, such as ventilation fans, air
		compressors, and portable power generators, as far away as possible from
4086		businesses, residences, or other noise-sensitive land uses.
	2.	Paving surfaces within parking structures shall be used to reduce tire squeal.
4088	i) <u>Speci</u>	ial contextual guidelines:
	1.	Office Parks and Multi-family Communities
4090		a) Direct, dedicated pedestrian connections shall be provided between
		parking structures and all buildings served. If these connections are
4092		adjacent to surface parking or other vehicular use areas, landscaping shall
		be provided.
4094	2.	Mixed-Use Projects
		a) See additional standards for the MUCD Zoning District.

4096	PART 12	Floodplain Management -	– PART 51	(UPDATED PER ORDINANCE 2022-
	<mark>23</mark>			

- 4098 12.1 Division 1
 - 12.2 Division 2
- 4100 **12.3** Division 3

PART 13 SIGN REGULATIONS – PART 65

- 4102 13.1 Purpose, intent, and definitions
 - 13.2 Substitution of noncommercial speech for commercial speech
- 4104 13.3 Sign standards
 - 13.4 General provisions
- 4106 13.5 Prohibited signs

4110

- 13.6 Nonconforming signs
- 4108 13.7 Building permit required
 - 13.8 Outdoor advertising signs/adult entertainment establishments and sexually oriented businesses
 - 13.9 Limitations on outdoor advertising signs
- 4112 13.10 Limitation on number, size, and orientation of outdoor advertising sign faces
 - 13.11 Reconstruction of damaged or destroyed existing structures
- 4114 13.12 Use of cut-outs on outdoor advertising signs
 - 13.13 Outdoor advertising sign agreements
- 4116 13.14 Removal or trimming of trees and vegetation
 - 13.15 Agricultural signs in A-3, A-5, and A-10
- 4118 13.16 RP & OP Signage Regulations (moved from Part 34, Part 36)
 - 13.17 Signage in Industrial Districts
- 4120 13.17.1 Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises are permitted.

4122 PART 14 LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE

14.1 Purpose, intent, and definitions

4124	a) The purpose of this Part <u>in general</u> is to provide for quality community character, to shade impervious surfaces, to protect against potential land use conflicts, and to
4126	define logical areas for pedestrian and vehicular circulation.
	b) The purpose of the water-efficient landscaping criteria included herein is to
4128	establish minimum standards for the development, installation and maintenance of
4130	all landscaped areas required by this Code without inhibiting creative landscape design. Specific water conservation measures are required such as the preservation
4130	of existing natural vegetation when appropriate. The establishment of these
4132	minimum requirements and the encouragement of resourceful planning are
	intended to protect and preserve the appearance, environmental quality, character
4134	and value of surrounding neighborhoods and thereby promote the public health,
	safety and general welfare of the citizens of Seminole County.
4136	1. Creative site development concepts shall be used in order to promote water
4138	conservation. <u>Water-conserving site development concepts may include, but</u> are not limited to:
	2. The preservation of existing plant communities;
4140	3. <u>The use of native plant species;</u>
	4. The re-establishment of native plant communities;
4142	5. The use of drought tolerant plant species;
	6. <u>The use of site specific plant materials;</u>
4144	7. The design, installation and maintenance of irrigation systems which eliminate
	the waste of water due to over application or loss from damage;
4146	8. The use of shade trees to reduce transpiration rates of lower story plant
	materials;
4148	9. Placement of vegetation in such a way that promotes energy conservation
	through shading;
4150	10. The use of pervious paving materials.
	11. The use of water efficiency in landscaping;
4152	12. Other environmentally sensitive site development concepts.
	13. Vegetation protection and preservation objectives are intended to:

4154	14. Reduce the use of irrigation water in open space areas by promoting the
	preservation of existing plant communities;
4156	15. Prevent the removal of existing vegetation in advance of the approval of land development plans;
4158	16. <u>Prevent the removal of existing vegetation when no replacement vegetation</u> plan has been prepared for the site.
4160	17. To achieve the objectives of these land development regulations, this Code incorporates six (6) basic principles of water-efficient landscaping. These
4162	principles are set forth below for the purpose of giving guidance and direction for administration and enforcement:
4164	18. Planning and design;
	19. Appropriate plant selection;
4166	20. Practical turf areas;
	21. Efficient irrigation;
4168	22. Use of mulches;
	23. Appropriate maintenance.
4170	c) The provisions of this Part shall apply to all real property situated within the
-170	unincorporated areas of Seminole County that are required to be landscaped by
4172	
	unincorporated areas of Seminole County that are required to be landscaped by
	unincorporated areas of Seminole County that are required to be landscaped by this Code.
4172	<u>unincorporated areas of Seminole County that are required to be landscaped by</u> <u>this Code.</u> 14.2 Open Space
4172 4174	 unincorporated areas of Seminole County that are required to be landscaped by this Code. 14.2 Open Space 14.2.1 Purpose and Applicability. a) The purpose of this Part is to provide clear standards for the establishment,
4172 4174 4176	 unincorporated areas of Seminole County that are required to be landscaped by this Code. 14.2 Open Space 14.2.1 Purpose and Applicability. a) The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. b) Single family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District, or where specifically required by another Section of this Code. Non-residential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide
4172 4174 4176 4178 4180	 unincorporated areas of Seminole County that are required to be landscaped by this Code. 14.2 Open Space 14.2.1 Purpose and Applicability. a) The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. b) Single family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District, or where specifically required by another Section of this Code. Non-residential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.
4172 4174 4176 4178 4180 4182	 unincorporated areas of Seminole County that are required to be landscaped by this Code. 14.2 Open Space 14.2.1 Purpose and Applicability. a) The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. b) Single family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District, or where specifically required by another Section of this Code. Non-residential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. c) The character of required open space shall be determined by development type. Open space within non-residential developments shall meet the requirements of
4172 4174 4176 4178 4180	 unincorporated areas of Seminole County that are required to be landscaped by this Code. 14.2 Open Space 14.2.1 Purpose and Applicability. a) The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. b) Single family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District, or where specifically required by another Section of this Code. Non-residential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. c) The character of required open space shall be determined by development type.

4188 4190	d) The amount of open space required for a development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. If not otherwise specified, minimum open space shall be twenty-five (25) percent of gross site area.
	14.2.2 Non-Residential Open Space.
4192 4194	a) The purpose of open space in non-residential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.
4196 4198	b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat and other natural features.
4200	c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or
4202	other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.
4204	d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:
4206	1. The pond shall be sodded or dressed with equivalent ground cover; and
4208	 The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or
4210	picnic tables.
4212	 For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.
4214	 For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural
4216	Resource Officer or designee.
	e) Natural lakes may be counted toward the minimum required open space area
4218	subject to the limitation in paragraph (g) below and the following criteria:
4220	 Only that portion of a lake which lies within the legal description of the project may count toward required open space area; and

4222	 The lake shall be accessible to all employees or visitors, and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.
4224	f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be
4226	counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.
4228 4230	g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.
7230	
	h) Site features noted in Sec. 30.1325 may also be counted as open space.
4232	14.2.3 Residential Open Space.
4234	 a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural
4236	resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and shall have either an
4238	aesthetic or recreational function which shall not conflict with other site features required by this Code.
4240	b) Open space shall be located entirely within the boundaries of the project. In no case shall be required open space occupy any portion of a privately owned
4242	residential lot.
4244	c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.
4246	d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this
4248	distance requirement where the developer proposes a major recreational facility which will occupy at least fifty (50) percent of the required open space for the
4250	development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for
4252	use.

4254 4256	Dev for	re intervening properties separate a dwelling unit from an open space area, the velopment Services Director may require an easement or other means of access bicycle and pedestrian traffic, to minimize the need to cross or travel on roads rying motorized vehicles.
4258	tha size	ot as provided in this paragraph, no parcel of property or portion thereof, less n forty (40) feet wide and seven thousand five hundred (7,500) square feet in e, shall be counted toward the designated open space requirement. Open space
4260		as less than forty (40) feet in width containing paved or stabilized paths for lestrians and/or bicycles shall be exempt from this requirement if such paths
4262		part of a comprehensive circulation system serving the entire development. g parks and tot lots that are a minimum of seventy-five (75) square feet per
4264		elling unit are also exempt from this requirement and may count towards open ce. Dog parks must contain waste disposal receptables and appropriate
4266	<u>sig</u> r	nage.
4268	•	uired open space within a subdivision shall be platted as common area and Il be owned and maintained by a homeowners' association.
4270		mwater retention ponds may be counted toward the minimum area uirement subject to the following criteria:
	The pond sha	Il be sodded or dressed with equivalent ground cover; and
4272	The pond sha	Il be landscaped and configured in a manner that results in a visual amenity for
		shall include other amenities such as a trail adjacent to the pond, boardwalks,
4274		fountains, pavilions, or gazebos. Other features in addition to or substituting
1070		nentioned may be approved by the Development Services Director consistent at of this Part.
4276		
4070	1.	The pond shall be sodded or dressed with equivalent ground cover.
4278	2.	
4280	3.	<u>The pond shall have a curvilinear shape simulating a natural water body.</u> Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond
4200	4.	perimeter; however, the required number of trees may be clustered for an
4282		improved aesthetic effect.
	5.	For wet ponds, if reclaimed water is unavailable, then the pond shall be
4284		designed to be utilized for landscape irrigation.
	6.	For wet ponds, littoral zones of ponds shall be vegetated with emergent
4286		native vegetation to the maximum extent possible provided that maintenance
		of the pond is not impeded. Plans shall be reviewed and approved by the
4288		Natural Resource Officer or designee.

	7. The pond shall be landscaped and configured in a manner that results in a
4290	<u>visual amenity for the site and shall include other amenities such as a trail</u> adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or
4292	gazebos. For wet ponds, a littoral zone with plantings is required. Other
	features in addition to or substituting for the aforementioned may be
4294	<u>approved by the Development Services Director consistent with the intent of</u> this Part. The pond and/or adjacent area shall include a minimum of two of
4296	the following features:
	i. <u>Fountain</u>
4298	ii. <u>Stabilized walking path</u>
	iii. <u>Exercise equipment</u>
4300	iv. <u>Benches for seating</u>
	v. <u>Tot lot or mini-park</u>
4302	i) Natural lakes may be counted toward the minimum area requirement subject to the
	limitations in paragraph (k) below and the following criteria:
4304	1. The lakeshore shall be accessible to all residents, and shall include one or more
4200	visual or recreational amenities including, but not limited to, trail facilities,
4306	boardwalks, fountains, and picnic tables.
10.00	2. Only that portion of a lake which lies within the legal description of the project
4308	may count toward required open space.
	j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain
4310	or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified
4312	in paragraph (k) below.
	k) Natural lakes and/or conservation areas within a development site shall not be
4314	credited to a combined maximum area of more than fifty (50) percent of the
	required open space area.
4316	l) Required landscaped areas and buffers may not be credited toward the required
	open space area.
4318	m) Site features noted in Sec. 14.2.5 may also be counted as open space.

14.2.4	Infill.	Redevelopment	and Mixed-Use	Open Space.
	,			

4320 a) The purpose of open space in infill development, redevelopment, and mixed use developments is to provide areas for supplemental landscaping; buffering; 4322 recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources. 4324 b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible 4326 only to residents; stormwater facilities; and areas providing for natural resource 4328 protection. c) Types and locations of open space shall be clearly shown on a development plan 4330 prior to approval by Seminole County. d) No dwelling unit shall be located more than seven hundred fifty (750) feet from 4332 designated open space. The Development Services Director may waive this requirement where the developer proposes a major recreational facility that will 4334 provide at least fifty (50) percent of the required open space for development. e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall 4336 not contain mechanical units and equipment, storage areas, or other servicerelated functions. 4338 f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria: 4340 1. The pond shall be sodded or dressed with equivalent ground cover; and 2. The pond shall be landscaped and configured in a manner that results in a visual 4342 amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other 4344 features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. g) Required open space within infill development, redevelopment, or mixed use 4346 development which serves primarily the residential portion of a development shall 4348 be platted as common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the 4350 open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed use development which 4352 serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.

- h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.
- i) Open space shall be continuous wherever possible, shall be accessible to all uses
 within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees) and shall include lighted
 public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.
- j) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities when available for use and enjoyment by all residents or users of a
 development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail commercial uses.
- 4366 k) Site features noted in Section 14.2.5 may be counted as open space.

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment					
100-year floodplain	Y*	Y*	Υ*					
Borrow pits	γ**	γ**	Y**					
Clubhouse/admin. Offices fitness center	Ν	Υ	Y					
Curated art museums/galleries	Ν	Ν	Υ					
Decorative fountain, Interactive fountain	Y	Υ	Y					
Fitness center internal to the residential portion of a development	Ν	Ν	Y					
Lakes	Υ*	γ*	Υ*					
Outdoor exercise trail	Y	γ	Y					

14.2.5 Sec. 30.1325 Permitted Open Space Features.

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment
Outdoor dining/seating areas not limited to patrons of a single business	Y	Ν	Y
Outdoor recreation facilities	Y	Υ	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	Ν	Ν	N
Parking lots	Ν	Ν	N
Paved jogging and bicycling path	Y	Υ	Y
Plant conservatory	Ν	Ν	Y
Platted residential lots	_	Ν	N
Power line easements	Y	N <u>Y****</u>	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	Ν	Ν	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	Ν	Ν	N
Required buffer areas	Y	Ν	Y
Retention (amenitized per Code)	Y	Υ	Y
Retention (not amenitized)	Ν	Ν	N

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment
Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools	Y	γ***	Y
Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails	Y	Ν	Y
Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails	Y	Y	Y
Upland common areas exceeding 40' in width	Y	Y	Y
Utility easements	Y	Y	Y
Wetlands	Y*	γ*	۷*

Y = Permitted to be counted toward area requirements.

N = Not permitted to be counted toward area requirements.

- 4370 * Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.
- 4372 ** Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Sec. 65.8(l).
- 4374 *** Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all
 4376 residents.

****If allowed by utility company

4378 14.3 Plant groups

Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant unit-group is a grouping selection of plants that is intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant units-groups that may be used to meet the landscaping requirements of this Part, including minimum size at time of planting. Each plant unit grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Unit <u>Group</u> Options	Number	Size	Plant Type
Plant Unit <u>Group</u> A (Basic)	1	3" caliper	Canopy
	1	11/2" caliper/6' tall	Understory
	1	8' tall	Evergreen
	11	2' tall	Shrubs
Plant Unit <u>Group</u> B (Basic)	1	3" caliper	Canopy
	2	11/2" caliper/6' tall	Understory
	17	2' tall	Shrubs
Plant Unit <u>Group</u> C (Height Restricted)	5	11/2" caliper/6' tall	Understory
	16	2' tall	Shrubs
Plant Unit <u>Group</u> D (Basic)	3	8' tall	Evergreen
	1	11/2" caliper/6' tall	Understory
	13	2' tall	Shrubs
Plant Unit <u>Group</u> E (Low Level Visibility)	2	3" caliper	Canopy
	4	2' tall	Shrubs

NOTE: See . 30.1295(b) and (d) for minimum size at planting.

14.4 Buffering requirements in general

4388 c) Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall
 4390 not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with the minimum possible interference with the buffering function, as
 4392 determined by the Economic and Community Development Services Director.

d) Buffers are required for the following situations:

4394 Landscape buffers for parking lots shall be provided in accordance with Section 30.1283(c) <u>14.8</u>

4396	f) <u>Buffer criteria varying from the requirements of this Part may be authorized by the</u>
	<u>Board of County Commissioners through approval of a Master Development Plan</u>
4398	within the Planned Development (PD) zoning District in accordance with Sec. 8.5 or
	through approval of a special exception under Sec 3.1.5. Variations from the
4400	provisions of this Part may reduce or increase required opacities, or specify
	alternative buffer concepts, as appropriate to the site under consideration. In all
4402	cases, the relevant Board shall find that approved variations ensure compatibility
	between adjoining land uses and are consistent with the Comprehensive Plan.

4404 14.5 Standard buffer yards and permitted adjustments

a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section 14.7.

4406

4408

Opacity	Standard Bufferyard Width (ft.)	Number of Plant Units <u>Groups</u> per 100 feet	Structure <u>Enhancement</u> Required	Eligible for Adjustments**
0.1	10	0.95 <u>1.00</u>	None	No
0.2	10	1.85 <u>2.00</u>	None	No
0.2 (parking buffer)	10	1.05 <u>1.00</u>	3' masonry wall	No
0.3	15	2.60	None	Yes
0.4	15	2.25	3' hedge	Yes
0.5	25	2.70	6' masonry wall***	Yes
0.6	25	3.50	6' masonry wall***	Yes
0.7	40	2.90	6' masonry wall***	Yes
0.8	50	3.20	6' masonry wall***	No
0.9*	50	3.20	6' masonry wall	No
1.0*	50	3.80	6' masonry wall	No

* These buffers only occur where nuisance buffers are required by Section 14.9.

** Subject to approval by the Economic and Community Development Services Director.

- 4410 *** May be reduced to acceptable alternative with Board of County Commissioners approval. Adjacent to a street, may be reduced to three (3) foot metal decorative
 4412 fence and three (3) foor hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety
 4414 purposes.
- b) Required buffers may be adjusted to add or subtract land area, or to modify
 specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be assumed to maintain the required opacities under
 Sections 14.7. These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design
 issues requiring greater flexibility in Code requirements; however, the Community Development Services Director may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.

1. Permitted bufferyard adjustments shall be as follows:

4424 Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a five (5) percent reduction in landscape planting
 4426 requirements for each five (5) feet added to the required buffer width. This reduction shall be applied equally to all plant types specified within the formula for the
 4428 applicable plant unit group , and shall not exceed fifteen (15) percent of the total required landscaping for the buffer. In certain cases, the structure requirement
 4430 required buffer enhancement may be reduced as a result of increased buffer width. Permitted reductions in structure Adjusted buffer enhancement and planting
 4432 requirements are as shown below:

Opacity	Increase in Buffer Width (ft.)	<u>Number of Plant</u> <u>Groups per 100 feet</u>	Structure <u>Enhancement</u> Required
0.4	<u>-5</u> <u>20</u>	<u>2.00</u>	None
0.5	10 <u>35</u>	<u>2.25</u>	3' hedge
0.6	10 <u>35</u>	2.70	3' hedge

Opacity	Increase in Buffer Width (ft.)	<u>Number of Plant</u> <u>Groups per 100 feet</u>	Structure Enhancement Required
0.7	15	2.25	3' hedge

4434 <u>Reduced Buffer Widths.</u> Buffers having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement
 4436 of ten (10) percent for each five (5) foot reduction in width. This increase shall be applied equally to all plant types specified within the formula for the applicable plant
 4438 unit group

4440

An upgrade in structure <u>buffer enhancement features</u> shall also be required. Maximum allowable buffer width reductions <u>Adjusted buffer enhancement and</u> <u>planting requirements</u> are as shown below:

Opacity	Width Reduction Buffer Width (ft.)	<u>Number of Plant</u> Groups per 100 feet	Structure <u>Enhancement</u> Required					
<u>0.3</u>	<u> </u>	<u>3.00</u>	3' hedge					
0.4	- 5 - <u>10</u>	<u>2.50</u>	6' masonry wall* <u>3' open</u> metal fence and 3' hedge					
0.5	10 - <u>15</u>	<u>3.25</u>	6' masonry wall*					
0.6	10 - <u>20</u>	<u>4.00</u>	6' masonry wall*					
0.7	15 - <u>30</u>	<u>3.50</u>	6' masonry wall*					
* May be reduced to acceptable alternative with Board of County								
	oners approval j acent to a stree	-	open metal fence and 3'					

- 4442 14.6 Determination of land use classifications and intensities
- a) This Section classifies uses according to their potential impacts on surrounding
 properties. The impacts of higher intensity may include greater impervious surface
 coverage, causing increased stormwater runoff and reduced open space; increased
 bulk and height of buildings; increased traffic with associated noise and
 congestion; signs and exterior lighting visible from neighboring property; and late
 hours of operation. Under these regulations, a developer may either build at a
 lower intensity that minimizes nuisances to neighbors, or provide a denser buffer if
 the land is developed at a greater intensity.
- The range of intensity classes available to a use does not affect whether the use
 can locate on a site, but only how the use develops on that site. For example, an
 office use may meet the standards of any of intensity classes V through IX,
 depending on building and site design. Performance standards are specified for
 each intensity class. Exceeding any single standard in an intensity class moves a
 use to the next higher intensity class. In the event that a use does not appear in
 the next higher intensity class, it may not exceed any single criterion in the
 highest intensity class in which it is listed.
- b) All land uses permitted by this Code are assigned a land use category for the
 purpose of determining buffering requirements. This classification system
 separates uses on the basis of the type and degree of "nuisance" or negative
 impact a use is likely to impose on adjacent properties. All uses within a use
 category are considered to have an equivalent impact on neighboring uses.
- c) A particular development or proposed development shall be assigned an intensity rating according to the table in paragraph (d) of this Section. Each land use
 category established in the table has one or more possible intensity ratings, depending on the specific characteristics of the site. The intensity rating for any site shall be determined by the elements that most appropriately measure intensity for a given land use category, such as the impervious surface ratio (ISR), the floor area ratio (FAR), and density.
- 4472 The most extreme value for any measurement shall determine the intensity rating an office use has possible land use intensity ratings of <u>V</u>, VI, VII, and VIII, <u>and IX.</u>

Land Lice Category		Land Use Intensity Rating								
Land Use Category	I	Ш	III	IV	V	VI	VII	VIII	IX	X
Medium Density Residential										

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Land Use Category		Land Use Intensity Rating								
	I	Ш	III	IV	V	VI	VII	VIII	IX	Х
Gross Density						6.00	8.00	10.00		
Height (# stories)						2	3	<u>4 45</u>		
						<u>25</u>	<u>35</u>			
Height/Setback						1.0	2.0	> 2.0		
<u>Office</u>										
FAR					<u>0.20</u>	<u>0.25</u>	<u>0.50</u>	<u>0.75</u>	<u>1.00</u>	
									<u>0.75+</u>	
Height (feet)					<u>15</u>	<u>25</u>	<u>35</u>	<u>50</u>	<u>50+</u>	
Height/Setback					<u>0.66</u>	<u>1.0</u>	<u>2.0</u>	<u> </u>	0	-

 A development having no more than six (6) units per acre and 2-story buildings would have an intensity rating of VI. However, a site with the same density in 4-story buildings would be classified as land use intensity VIII. The standards that apply to the highest intensity class for a use shall be the maximum permitted for that use.

A single-story office development having an FAR of no more than 0.20 would have an intensity rating of V. However, a site with the same FAR with a building height greater than twenty-five (25) feet and no more than thirty-five (35) feet would have an intensity rating of VII.

4482 d) A particular development or proposed development shall be assigned an intensity rating according to the table:

Land Use Category	Land Use Intensity Rating										
Land Use Category	I	II	III	IV	V	VI	VII	VIII	IX	X	
Rural/Agricultural											
<u>(East Rural Area Only)</u>											
Gross Density	0.33										
FAR	0.35										
Low Density											
Residential											
Gross Density		2.0	3.0	4.0	5.0	<u>7.00</u>	<u>8.50</u>	10.00	<u>12.00</u>	<u> 12.00+</u>	
		θ	θ	θ	0						

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		Land Use Intensity Rating											
Land Use Category	I	II	III	IV	V	VI	VII	VIII	IX	X			
		<u>4.0</u>											
		<u>0</u>						ļ					
Medium Density													
Residential						<u> </u>	<u> </u>						
Gross Density						6.00	8.00	10.00					
Height (# stories						-2	<u>3 35</u>	<u>4 45</u>					
feet)						<u>25</u>							
Height/Setback						1.0	2.0	> 2.0					
High Density													
Residential													
Gross Density								10.00	12.00	12.00+			
Height (# stories								5	6 <u>5</u>	6 <u>5</u> +			
feet)													
Height/Setback								2.0		.0			
Office													
FAR					0.2	0.25	0.50	0.75	1.00				
					0				<u>0.75+</u>				
Height (feet)					15	25	35	50	50+				
Height/Setback					0.6	1.0	2.0	<u> </u>					
					6								
General Commercial													
FAR					0.1	0.20	0.25	0.35	0.50	1.00			
					5					<u>0.50+</u>			
Height (feet)					15	20	25	35	50	50+			
Hours of Operation					7:00) a.m.–	-9:00	Unlimited					
					p.m	•							
Height/Setback					0.5	0.66	1.0	2.0	> 2.0	<u> </u>			
Heavy Commercial													

		Land Use Intensity Rating											
Land Use Category	I	11	III	IV	V	VI	VII	VIII	IX	X			
FAR							0.25	0.35	0.50	1.00			
										<u>0.50+</u>			
Height (feet)							25	35	50	50+			
Hours of Operation							7:00	Unlimited					
							a.m.—						
							9:00						
	<u> </u>	<u> </u>	<u> </u>		<u> </u>	<u> </u>	p.m.						
Height/Setback	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	1.0	2.0	> 2.0	<u> </u>			
Light Industrial			<u> </u>		<u> </u>	<u> </u>							
ISR								0.5	0.75	0.75			
Height (feet)							<u> </u>	35	50	50+			
Hours of Operation								7:00 a.m.—9	:00 p.m.	unlimited			
Height/Setback								0.66	1.0	2.0-<u>1.0+</u>			
Heavy Industrial										<u>all</u>			
ISR										0.75			
Height (feet)										50			
Outdoor Recreation													
ISR		0.2 0	0.3 5	0.5 0	0.6 0	0.70	0.75	0.75					
Height (feet)		15	20	25	35	45	50	50+					
Institutional & Group						Ì		<u> </u>					
Living													
ISR				0.2	0.3	0.45	0.60	0.75					
				0	0								
FAR				0.1	0.1	0.20	0.25	0.35 <u>0.25+</u>					
				0	5			ļ					
Height (feet)				15	25	35	45	50 <u>45+</u>					
Height/Setback				0.5	0.6 6	1.0	2.0	> 2.0					

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	Х
Public Service										
ISR					0.2 0	0.35	0.50	0.60	0.65	0.75
FAR					0.1 0	0.25	0.40	0.60	0.75	1.00 <u>0.75+</u>
Height (feet)					15	25	35	45	60	60+

4502

4504

14.7 Required buffers

a) Buffers Adjacent to Developed Property. The standards in the table below address the opacity of the buffer required between proposed and existing uses. The rows
 show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on the adjoining parcel(s).
 Asterisks indicate that no buffer is required.

- 4492 Required opacity shall be reduced by fifty (50) percent where the existing adjacent Iand use is a single family home in a HIP, MXD, Industrial, Commercial, or Office future land use designation.
- b) Buffers Adjacent to Vacant Land. The standards in the table below address the opacity of the buffer required between proposed uses and vacant land. The rows show the proposed land use intensity of the subject property, while the columns contain the Future Land Use designation on adjoining parcel(s).
- 4498 Vacant sites having approved, unexpired development plans shall be evaluated as developed sites.
- 4500 c) Buffers Adjacent to Streets.
 - Chuluota Overlay Area Buffers. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, , shall meet the buffering requirements. Residential uses within the Overlay area shall be consistent with Paragraph (2) below.
- Other Street Buffers. The standards in the table below address the opacity of
 the bufferyard that is required along arterial, collector and local streets or
 railroads.

4508
3. Landscape Materials. Plant Unit Group "C," shall be used on all street buffers where overhead power lines are present. In the event that canopy trees are required adjacent to power lines under a previously existing development order, developer's commitment agreement, PD master development plan, or other provision(s) of this Code, the Development Services Director may allow the substitution of three (3) understory trees for each required one (1) canopy
4514

14.7.1 Buffer Requirements for M-2 -SEC. 30.907

- 4516 a) Landscaping. As required by Sections 14.3 of the Land Development Code.
- b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured
 from the front property line to any building. The twenty-five (25) feet of such yard
 nearest to the front property line shall be retained as a landscaped green area and
 remain unpaved except for normal entrance drives, and shall be landscaped as
 required in Part 14. The remaining twenty-five (25) feet may be used for the
 parking of passenger vehicles only. Front setbacks for property located internal to
 an industrial park may utilize a front yard setback of not less than twenty-five feet
 (25') in depth from the front property line if the not less than ten feet (10') of such
- 4526 yard nearest to the front property line is retained as a landscaped green area
 4526 which is unpaved except for normal entrance drives, and that sufficient area for the loading and unloading of vehicles is provided, consistent with generally acceptable
 4528 accepted engineering practices and principles.
- c) Buffering shall comply with Part 14. In any case where the required buffer width
 exceeds a setback requirement noted in this Section, the greater standard shall apply.

4532 14.8 Parking buffers

4534 A parking buffer shall be required where a parking lot, or parking structure, <u>drive</u> 4534 <u>aisle, and/or loading dock</u> is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to 4536 any buffer required under Section 14.7.

- 14.9 Nuisance buffer yards SEC. 30.1288
- 4538 14.10 Calculating the buffer planting
 - a) The table below provides the plant material for a sample bufferyard. To calculate a
- 4540 bufferyard on a site, take the actual length of the bufferyard and divide by one hundred (100). Then multiply the result by the number of plant units groups per
 4542 one hundred (100) feet required by the table in Section 14.10. A sample calculation for opacity 0.2 is shown in the table below.

Total Linear Feet		Hundred s of Linear Feet	Plant Units Groups Per 100'	Total Plant Groups	Standard Plant Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	1.85<u>2.00</u> =	5.83 <u>6.30</u> ×	1	Canopy Tree =	(5.83) <u>(6.30) 6-7</u>
315	<u>Divide</u> <u>by 100</u> <u>=</u>	<u>3.15 ×</u>	<u>2.00 =</u>	<u>6.30</u>	1 <u>-2</u>	Understory =	(5.83) 6 (12.60) 13
					1	Evergreen =	(5.83) 6
<u>315</u>	<u>Divide</u> <u>by 100</u> <u>=</u>	<u>3.15 ×</u>	<u>2.00 =</u>	<u>6.30</u>	<u> 11-17</u>	Shrub =	(64.13) 65 (<u>107.10)</u> <u>108</u>

*(calculated figure) / rounded to next whole number

b) The width of roads, driveways, or cross access easements that interrupt a bufferyard shall not be counted in determining the total linear feet of the bufferyard. In some cases, it may be necessary to locate stormwater retention, utility facilities, or pedestrian/bicycle trails within a required buffer area due to the size, shape, or other characteristics of the development site. In these instances, the Economic and Community Development Services Director may adjust the location and design of the buffer to maintain the required opacity while meeting the unique needs of the subject property.

4552 14.11 Constrained site buffers

4558

- 4554 Where a small or irregularly shaped site cannot feasibly meet the standard buffer 4554 requirements, the Economic and Community Development Services Director may authorize reduced buffers as follows:
- 4556 The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or Infill Site	The site is small enough that the installation of the standard
	bufferyard in the table in <u>buffers required under</u> Section 14.7 (a)
	would reduce the area available for development by 10 percent
	or more.
Resource Limited	The site has wetlands, flood prone areas, or other natural
Site	constraints to development, and the use of a-standard-buffer
	buffers required under Section 14.7 would reduce the net
	buildable area of the site by 10 percent or more.
Tree Preservation	Compliance with Chapter 60, Arbor Regulations, reduces by 20
	percent or more the density (dwelling units per net buildable
	acre) or intensity (Floor Area Ratio or other appropriate
	measure) that would otherwise be permitted.

(a) Based on required opacity, each buffer shall meet the applicable standard listed below:

Required Opacity	Bufferyard Width (ft.)	Number of Plant Units <u>Groups</u> per 100 ft.	Type of Structure <u>Enhancement</u> Required
0.1	5	1.00	None
0.2	5	1.50	3 ft. deciduous hedge
Parking Buffer (0.2)	5	1.15	3' <u>ft.</u> masonry wall — 100% opaque
0.3	5	1.40	5 ft. masonry wall — 100% opaque <u>**</u>
0.4	10	2.15	6 ft. masonry wall — 100% opaque <u>**</u>

Required Opacity	Bufferyard Width (ft.)	Number of Plant Units <u>Groups</u> per 100 ft.	Type of Structure <u>Enhancement</u> Required
0.5	15	2.15 <u>2.45</u>	8 <u>6</u> ft. masonry wall — 100% opaque <u>**</u>
0.6	15	2.45 <u>2.60</u>	10 <u>6</u> ft. masonry wall — 100% opaque <u>**</u>
0.7	25	3.65	4 ft. berm with 5 ft. deciduous hedge on top. <u>**</u>
0.8	30	4.35	5 ft. berm <u>**</u>
0.9*	40	4.20	6 ft. berm <u>**</u>
1.0*	40	4.85	6 ft. berm <u>**</u>

* These buffers only occur where nuisance buffers are required by Section 14.7. <u>** Where a required wall or berm is adjacent to a road, the Development Services</u> <u>Director may waive such wall or berm or determine an appropriate alternative based</u> <u>on site visibility, public safety, and similar concerns.</u>

14.12 Maximum feasible buffer

4560 In cases of redevelopment or expansion of existing uses in which adequate site area for either the standard or constrained bufferyard is not available, the Economic and 4562 Community Development Services Director may require that the maximum feasible buffer be installed on any property line where a buffer is needed. The maximum 4564 feasible buffer shall consist of a selection of plants and structures other buffer enhancement features that provide the most effective buffering possible in a given 4566 location where the required opacity cannot be met. As part of the maximum feasible buffer determination, the Director -Development 4568 Services Director may restrict the intensity of the development by limiting parking, employment, hours of operation, etc.

14.13 Parking lot landscaping – SEC. 30.1292

- 14.14 Pedestrian access SEC. 30.1293
- 4572 14.15 Screening
- a) Screening of Refuse Facilities. Refuse facilities shall be fully enclosed with berms, or
 walls made of masonry or other durable, low-maintenance materials approved by
 the Economic and Community Development Services Director. Masonry walls shall
 have a finished surface on the exterior side. The screening wall shall be two (2) feet
 higher than the refuse facility or five (5) feet in total height, whichever is greater.
 Refuse container enclosures shall have gates with spring-loaded hinges or the
 equivalent, and fasteners to keep them closed at all times except during refuse pick up. The area shall be landscaped as indicated below and shall be oriented so that
 the landscaping faces adjoining properties or streets.
- 4582 All solid waste containers, except approved recycling containers, shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material consistent with 4584 the finish of the primary building, as approved by the Development Services 4586 Director. Masonry walls shall have a finished surface on the exterior side. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent, 4588 and fasteners to keep them closed at all times except during refuse pick-up. The Development Services Director may require that a hedge or similar landscaping 4590 material surround the enclosure walls. The container and enclosure shall be oriented so that the opening faces away from public streets and adjoining 4592 properties. A concrete or asphalt pad of appropriate size and construction shall be provided as a base for the container. The container pad shall be at the approximate 4594 level of the service vehicle approach area so that the truck's loading mechanism can align with the container's sleeves. The screened enclosure shall not be located in any street right-of-way or required landscape buffer. Containers and enclosures 4596 shall be located to allow ease of access for collection trucks and direct access to 4598 drive areas. Straight-in or circular drives are encouraged to reduce truck maneuvering problems. No parking or other obstructions shall be permitted in 4600 front of such containers and enclosures. Hours of operation for emptying such containers may be specified during the site plan review process based on 4602 compatibility with adjacent properties to limit noise.
 - b) Refer to Part 9 for Pool Screen Enclosure standards

4604 14.16 General provisions for all landscaped areas

a) Landscape Installation and Quality of plant material. When the construction upon or 4606 the development of a new site or the redevelopment, reconstruction, upgrading, expansion or change in use of a previously developed site is such that a landscape 4608 plan is required, the provisions of this Section shall be applied to all landscaped areas required by this Chapter consistent with the water-efficient landscaping standards established herein and the Florida Friendly Landscaping Program. All 4610 plant materials shall be Florida No. 1 grade, or better, according to the current 4612 "Grades and Standards for Nursery Plants," published by the State of Florida, Department of Agriculture, except when the Development Services Director finds 4614 that the existing native vegetation will provide the necessary visual screening. Existing trees situated in the required buffer may be used to satisfy the buffer tree 4616 requirement if they are sufficient in size and number.

b) Tree planting standards.

- 4618 1. Canopy trees shall have a minimum height of eight (8) feet and minimum caliper of two and one-half $(2\frac{1}{2})$ inches with an overall average of three (3) 4620 inches, measured one (1) foot above ground, immediately after planting. Canopy trees shall not be placed where they interfere with site drainage. 4622 Where utility lines are present, understory trees generally shall be substituted for canopy trees using Plant Group C or from Florida Friendly Landscaping 4624 Guide to Plant Selection & Landscape Design. Where canopy trees adjacent to utility lines are specified under a pre-existing development order, PD Master 4626 Development Plan, or other provision(s) of this Code, they may waived by the Development Services Director subject to this Code. If they are used in buffers adjacent to utility lines, canopy trees shall be placed at the edge of the buffer 4628 furthest from the utility lines. Evergreens, as provided in Plant Group A or from Florida Friendly Landscaping Guide to Plant Selection & Landscape 4630 Design shall also be eight (8) feet in height at time of planting.
- 4632
 4632
 2. Understory trees shall have a minimum height of six (6) feet and minimum caliper of one and one half (1½) inches measured one (1) foot above ground, immediately after planting. Understory trees shall not be placed where they interfere with site drainage.
- 4636 c) Required mix of tree species. When ten (10) or more trees are required to be planted to meet the requirements of this Chapter, a mix of tree species shall be provided, at least one (1) of which shall be native to the Central Florida region. The minimum number of species to be planted are indicated below.

<u>Required Number of Trees</u> <u>Planted</u>	<u>Minimum Number of</u> <u>Species</u>
<u>10 - 20</u>	<u>2</u>
<u>21 - 30</u>	<u>3</u>
<u>31 - 40</u>	<u>4</u>
<u>41</u>	<u>5</u>

REQUIRED MIX OF TREE SPECIES

- d) Shrubs and hedges. Shrubs shall be a minimum of two feet (2') in height immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous and unbroken visual screen within a maximum of one (1) year after the time of planting.
- 4644 e) Ground cover. Ground cover plants include plant materials which reach a maximum height of not more than twenty-four (24) inches and may be used in lieu of grass.
 4646 Ground cover plants must present a reasonably complete coverage at time of planting. Ground cover plants shall be a minimum of one (1) gallon size when
 4648 planted and spaced a maximum of two (2) feet on center.
- f) *Turfgrass*. Grass areas shall be planted in species normally grown as permanent
 lawns in Seminole County. Grass areas may be sodded, plugged, sprigged or
 seeded; provided, however, that solid sod shall be used in swales or other areas
 that are found, by the Development Services Director, to be subject to erosion.
 Grass sod shall be clean and reasonably free of weeds and noxious pests or
 diseases. Turfgrass areas should be consolidated and limited to those areas on the
 site that receive pedestrian traffic, provide for recreational uses, provide soil
 erosion control such as on slopes or in swales; or where turfgrass is used as a
 design unifier, or other similar practical use.
- 4658 g) *Mulch*. In order to preserve soil moisture, all planting areas except annual beds shall be mulched with no less than two (2) inches of organic mulch, such as wood chips,
 4660 pine needles or oak leaves. Mulch shall be placed directly on the soil or landscaping fabric and planting areas shall be properly edged to retain mulch.
- h) Installation. All landscaping shall be installed in accordance with professionally and generally accepted commercial planting procedures. Soil which is free of limerock, pebbles and other construction debris shall be used. Installation of landscape materials shall be accomplished .in accordance with the approved Landscape Plan.
- 4666 i) Required landscape design techniques.

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	Water use zones. Installed trees and plant materials shall be grouped together into
4668	zones according to their water use needs. The water use zones shall correlate with
	the water use zone designations identified in the Approved Plant Species list set
4670	forth in Figure 14.1 of this Part. <u>The water use zones are based on drought</u>
	tolerance and soil moisture categories listed in the Florida Friendly Plant List and
4672	database. There are three categories based on the following:
	1. High water use zone: A zone containing plants which are generally associated
4674	with low to no drought tolerance and wet soils;
	2. Moderate water use zone: A zone containing plants which are generally
4676	associated with medium drought tolerance and medium drained soils; and
	3. Low water use zone: A zone containing plants which are generally associated
4678	with high drought tolerance and well drained soils.
	4. Plants with similar cultural (soil, climate, sun and light) requirements should be
4680	grouped together and irrigated according to their water requirements.
	Turfgrass shall be irrigated on a separate zone from trees, shrubs and
4682	groundcover beds. The proposed water use zones shall be shown on the
	landscape plan and the irrigation system plan.
4684	(a) Design standards. Low water use zone plant material shall comprise at
	least twenty (20) percent of the total regulated landscaped areas. High
4686	water use zone plant material which includes most turf grasses shall
	comprise no more than forty (40) percent of the total regulated
4688	landscape area.
	(b) Use of drought-resistant plant material. All new or replacement
4690	plantings required for any off-street parking area, landscape area or
	landscape buffer shall use, to the maximum extent possible, native
4692	plant material or other species with equivalent drought-resistant
	properties. The intent of this requirement is to promote and conserve
4694	the County's water resources.

	(c) Preservation of existing native plants and material. Every reasonable
4696	effort shall be made in the design and construction of all site
	improvements and alterations to save existing healthy trees and native
4698	vegetation and maintain the existing topography. The Development
	Services Director may require alternate designs and construction
4700	techniques to better achieve tree and native vegetation preservation
	while still allowing the permitted use of the property. Every reasonable
4702	effort shall be made to preserve trees and native vegetation to act as
	visual and noise buffers along the perimeters of single-family
4704	subdivisions and all other developments. Existing native vegetation
	specified to remain shall be preserved in its entirety, with all trees,
4706	understory and ground cover left intact. Areas of existing natural
	vegetation should not be irrigated.
4708	(d) Irrigation. Irrigation systems, when required, shall be designed to
	correlate to the organization of plants into zones as described in
4710	subsection (1) above. The water use zones shall be depicted on the
	irrigation plan and landscape plan. A temporary aboveground
4712	irrigation system may be used in areas where low water use zone trees
	and plant material are proposed. All permanent underground irrigation
4714	systems shall be automatic with cycling capacity and shall be designed
	to avoid irrigation of impervious surfaces. Irrigation systems shall be
4716	maintained to eliminate waste of water due to loss from damaged,
	missing or improperly operating sprinkler heads, valves, pipes, or
4718	controllers. Irrigation systems are required to be designed, installed
	and managed per best management practices as identified in the
4720	approved Florida Friendly Design Standards.
	(e) Approved Plant Species list. All plant material proposed to be installed
4722	on a site to meet the requirements of this Code shall be site
	appropriate and selected from the Approved Plant Species list set forth
4724	in Figure 14.1 of this Part or from Florida Friendly Landscaping Guide
	to Plant Selection & Landscape Design. Use of any other species shall
4726	require prior approval by the Development Services Director. The
	plants listed in Figure 14.1 of this Part have demonstrated ability to
4728	grow and thrive in the Central Florida Area.
	j) The following trees are approved for plants as Canopy Street Trees:
4730	1. <u>Acer rubrum - Red Maple, native</u>
	2. <u>Carya spp Hickories, native</u>
4732	3. Elaeocarpus decipiens – Japanese Blueberry, not native
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 4734 5. Liquidambar styraciflua – Sweetgum (use fruitless varieties as street trees), native 4736 6. Nyssa sylvatica – Black Gum, native 7. Persea borbonia - Red Bay, native 4738 8. Pinus eliottii var. densa, var. eliottii - Slash Pine, native 9. Pinus palustris - Longleaf Pine, native 4740 10. Pinus taeda - Loblolly Pine, native 4742 11. Platanus occidentalis – Sycamore, native 4744 13. Quercus shumardii - Shumar Oak, native 13. Quercus virginiana and cvs Live Oak, native 14. Tabebuia chrysotricha – Yellow trumpet Tree, not native 15. Tabebuia heterophylla – Pink Trumpet Tree, not native 17. Ulmus americana - American Elm, native 4748 18. Ulmus pavifolia and cvs Chinese Elm, Lacebark Elm, not native 19. Taxodium distichum – Bald Cypress, native 4750 k) Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the 4754 4754 4755 c) very trees and root barriers. Canopy street trees located in planting strips less than ten (10) feet wide require the manufacturer's recommendations. The barrier is to be installed linearly directly adjacent to the sidewalk edge and to twenty-four (24) inches depth from finished grade. A total of six (6) feet in length of barrier is required, centered on the trunk of the tree. Vertical ribs are required and must face towards the tree. 4758 l) <i>Prohibited plant species</i>. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 58-57 and the University of Florida IFAS Extension Invasive Plant List and database shall not be planted. 		4. <u>Gordonia lasianthus - Loblolly Bay, native</u>
 4736 6. Nyssa sylvatica – Black Gum, native 7. Persea borbonia - Red Bay, native 4738 8. Pinus eliottii var, densa, var. elliottii - Slash Pine, native 9. Pinus palustris - Longleaf Pine, native 4740 10. Pinus taeda - Loblolly Pine, native 4742 11. Platanus occidentalis – Sycamore, native 4742 12. Quercus shumardii - Shumard Oak, native 13. Quercus virginiana and cvs Live Oak, native 4744 44. Tabebuia chrysotricha – Yellow trumpet Tree, not native 4746 16. Ulmus alata - Winged Elm, native 4748 4748 4749 18. Ulmus parvifolia and cvs Chinese Elm, Lacebark Elm, not native 19. Taxodium distichum – Bald Cypress, native 4750 k) Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the sidewalk or adjacent hard surface. The root barrier material must be 100 percent recycled polyethylene installed per the manufacturer's recommendations. The 4754 4756 4754 4756 4756 4758 4) Prohibited plant species. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 5B-57 and the University of Florida IFAS Extension Invasive Plant List 	4734	5. Liquidambar styraciflua – Sweetgum (use fruitless varieties as street trees),
 Persea borbonia - Red Bay, native Persea borbonia - Red Bay, native Pinus eliottii var. densa, var. elliottii - Slash Pine, native Pinus palustris - Longleaf Pine, native Pinus taeda - Loblolly Pine, native Platanus occidentalis - Sycamore, native Quercus shumardii - Shumard Oak, native Quercus virginiana and cvs Live Oak, native Quercus virginiana and cvs Live Oak, native Tabebuia heterophylla - Pink Trumpet Tree, not native Tabebuia heterophylla - Pink Trumpet Tree, not native Ulmus americana - American Elm, native Ulmus parvifolia and cvs Chinese Elm, Lacebark Elm, not native Taxodium distichum - Bald Cypress, native Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the sidewalk or adjacent hard surface. The root barrier recommendations. The barrier is to be installed linearly directly adjacent to the sidewalk edge and to twenty-four (24) inches depth from finished grade. A total of six (6) feet in length of barrier is required, centered on the trunk of the tree. Vertical ribs are required and must face towards the tree. <i>Prohibited plant species</i>. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 58-57 and the University of Florida IFAS Extension Invasive Plant List 		native
 4738 8. Pinus eliottii var. densa, var. elliottii - Slash Pine, native 9. Pinus palustris - Longleaf Pine, native 4740 10. Pinus taeda - Loblolly Pine, native 11. Platanus occidentalis - Sycamore, native 4742 12. Quercus shumardii - Shumard Oak, native 13. Quercus virginiana and cvs Live Oak, native 4744 14. Tabebuia chrysotricha - Yellow trumpet Tree, not native 15. Tabebuia heterophylla - Pink Trumpet Tree, not native 4746 16. Ulmus alata - Winged Elm, native 17. Ulmus americana - American Elm, native 19. Taxodium distichum - Bald Cypress, native 4750 k) Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the sidewalk or adjacent hard surface. The root barrier material must be 100 percent recycled polyethylene installed per the manufacturer's recommendations. The barrier is to be installed linearly directly adjacent to the sidewalk edge and to twenty-four (24) inches depth from finished grade. A total of six (6) feet in length of barrier is required, centered on the trunk of the tree. Vertical ribs are required and must face towards the tree. 4758 1) Prohibited plant species. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 5B-57 and the University of Florida IFAS Extension Invasive Plant List 	4736	6. <u>Nyssa sylvatica – Black Gum, native</u>
 9. Pinus palustris - Longleaf Pine, native 4740 10. Pinus taeda - Lobbolly Pine, native 11. Platanus occidentalis - Sycamore, native 4742 12. Quercus shumardii - Shumard Oak, native 13. Quercus virginiana and cvs Live Oak, native 4744 14. Tabebuia chrysotricha - Yellow trumpet Tree, not native 15. Tabebuia heterophylla - Pink Trumpet Tree, not native 4746 16. Ulmus alata - Winged Elm, native 17. Ulmus americana - American Elm, native 19. Taxodium distichum - Bald Cypress, native 4750 k) Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the sidewalk or adjacent hard surface. The root barrier material must be 100 percent recycled polyethylene installed per the manufacturer's recommendations. The barrier is to be installed linearly directly adjacent to the sidewalk edge and to twenty-four (24) inches depth from finished grade. A total of six (6) feet in length of barrier is required, centered on the trunk of the tree. Vertical ribs are required and must face towards the tree. 4758 l) Prohibited plant species. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 5B-57 and the University of Florida IFAS Extension Invasive Plant List 		
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and database shall not be planted.	4760	Rule Chapter 5B-57 and the University of Florida IFAS Extension Invasive Plant List
		and database shall not be planted.

4762 14.17 Landscaping and traffic circulation

a) Wheel stops/curbing. All landscaped areas shall be protected from vehicle 4764 encroachment by wheel stops or curbing. If curbing is raised above abutting landscaped areas, it shall be perforated to permit drainage from the paved 4766 ground surface area onto the landscaped area. Where a wheelstop or curb is utilized, the paved area between the curb and the end of the parking spaces may 4768 be omitted if the area is landscaped in addition to the required landscaping herein with a material such as ground cover, rock, or gravel, requiring minimal 4770 maintenance. b) Joint driveways. Whenever a joint driveway or cross access easement configuration 4772 is required by the County or otherwise installed, the Development Services Director may adjust the location and design of landscape areas required on the 4774 building site(s). c) Intersection visibility. When an accessway intersects a public right-of-way, landscaping shall be used to define the intersection; provided, however, that all 4776 landscaping within the triangular areas described below shall provide 4778 unobstructed cross-visibility at a level between two (2) feet and six (6) feet. Trees may be trimmed if they create a traffic hazard. Landscaping, except grass and 4780 ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The aforementioned triangular areas are described as 4782 follows: 1. The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right-of-way 4784 pavement line with two (2) sides of each triangle being ten (10) feet in length 4786 from the point of intersection and the third side being a line connecting the ends of the other two (2) sides. 4788 2. The area of property located at a corner formed by the intersection of two (2) or more public streets with two (2) sides of the triangular area being measured thirty (30) feet in length along the abutting edges of pavement, 4790 from their point of intersection, and the third being a line connecting the ends 4792 of the other two (2) lines.

14.18 Landscape plan and irrigation plan submittal requirements

- 4794 **a)** A landscape plan and irrigation plan, when required, shall be submitted by the
 - applicant. The landscape plan shall graphically portray the layout of all landscape plant materials, turf areas, walls, fences and buffers, pavement and parking areas, 4796 curbing, structures, signs, easements, existing or proposed utility service lines, 4798 and all other site improvements. The landscape plan shall list the common and botanical name, size, quantity and spacing of each item. The landscape plan and 4800 irrigation plan shall indicate the total regulated landscape area and size of each water use zone by square feet. In addition, the landscape plan shall clearly 4802 indicate the location of existing vegetation which shall remain undisturbed. Any existing trees three (3) six (6) inches in diameter or larger proposed for removal 4804 shall be clearly indicated. Groups of trees in close proximity may be designated as "clumps" of trees on the plan.
 - b) The irrigation plan shall be submitted showing a detailed layout and description of a permanent underground irrigation system providing one hundred (100) percent coverage of all landscaped areas. The irrigation plan shall include information such as sprinkler head type, pipe size, radius of throw, valve and backflow
 preventer, and rain sensor device locations.
 - c) All water use zones shall be indicated on the landscape plan and irrigation plan.
 Turf areas shall be irrigated on separate zones from trees, shrubs and ground cover beds. A rain sensor device or switch shall be required on any newly installed automatic irrigation system to prevent irrigation during periods of sufficient rainfall. The use of low volume, emitter or target irrigation is preferred for trees, shrubs and ground cover. Significant irrigation overthrow onto impervious surfaces is prohibited. The use of irrigation systems shall comply with all water use restrictions imposed by law.
 - d) The Development Services Director may permit the use of a temporary aboveground irrigation system in areas where drought tolerant/low water use zone plant material is proposed to be planted for the entire landscaped area. An
 4822 irrigation plan shall not be required in such circumstances.
 - e) When an effluent reuse system is available to serve the premises and sufficient
 capacity exists, reclaimed water shall be used to irrigate any area required to be landscaped. The landscape and irrigation plan shall be exempt from the
 requirements of this Section.

4828 4830	f) The landscape plan and irrigation plan shall be reviewed by the Development Services Director and building permits shall not be issued until a landscape plan and irrigation plan is approved. Irrigation systems shall be installed according to manufacturer's specifications and the Florida Irrigation Society Standards and Specifications for Turf and Landscape Irrigation Systems.
4832 4834	g) More restrictive landscaping requirements. When landscaping requirements are included as part of the regulations for any zoning classification, the more restrictive requirements shall govern. It is intended that these regulations be used
4034	in conjunction with other landscaping regulations.
4836	h) Enforcement. All landscaping required by this Section shall be installed prior to issuance of a certificate of occupancy by the Building Official.
4838	i) Maintenance. The property owner, tenant and any agent of an owner or tenant shall be jointly and severally responsible for the proper maintenance of irrigation
4840	systems and of all landscaping in good condition so as to present a healthy and orderly appearance, free of refuse and debris and to provide proper maintenance
4842	of the plant material in order that it will, at all times, conform to the provisions of this Code. This requirement includes, but is not limited to, the replacement of
4844	plants damaged by insects, diseases, vehicular traffic, acts of God, and vandalism. Necessary replacements shall be made within forty-five (45) days after notification
4846	by the Development Services Director of a violation of this Section. Shrubs required by this Chapter as part of a hedge or durable landscape screen shall be
4848	maintained at the minimum required height or greater. Irrigation systems installed to meet the requirements of this Code shall be maintained in proper
4850	operating condition at all times to prevent waste of irrigation water.
4852	j) Waiver. The Board of County Commissioners, or designee, may grant a waiver from the provisions of this Section when such waiver is found to not be contrary to the public interest and furthers the intent and purposes of this Chapter.
4854	k) Administrative adjustments. The Development Services Director may approve reductions in setbacks and other requirements subject to the provisions of
4856	Section 5.19. Approval shall be conditioned on a finding that the administrative adjustment will protect and encourage the preservation of large canopy,
4858	specimen, or historic trees if the preservation of existing trees and vegetation can be assured during and after site development.
4860	Figure 14.1

APPROVED PLANT SPECIES LIST

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CANOPY TREES (Mature Size 40' or more in Height)			
Common Name	Botanical Name	<u>Water Zone</u>	<u>Native</u> <u>(Y/N)</u>
Bald Cypress	Taxodium distichum	L	<u>Y</u>
<u>Black Cherry</u>	Prunus serotina	M	<u>Y</u>
Black Gum/Swamp Tupelo	<u>Nyssa sylvatica</u>	<u>Н</u>	<u>Y</u>
<u>Chinese Elm</u>	<u>Ulmus parvifolia</u>	L	<u>N</u>
<u>Florida Elm</u>	Ulmus americana var. floridana	M	<u>Y</u>
Florida Scrub Hickory	<u>Carya floridana</u>	L	<u>Y</u>
Formosan Gum	Liquidambar formosana	Ł	H
<u>Green Ash</u>	Fraxinus pennsylvanica	M	<u>N</u>
Laurel Oak	Quercus laurifolia	Ł	¥
Live Oak	Quercus virginiana	L	<u>Y</u>
Loblolly Pine	<u>Pinus taeda</u>	L	<u>Y</u>
Longleaf Pine	<u>Pinus palustris</u>	L	<u>Y</u>
Oriental Sycamore	<u>Platanus orientalis</u>	<u>M</u>	₩
<u>Pecan</u>	<u>Carya illinoinensis</u>	M	<u>N</u>
Pignut Hickory	<u>Carya glabra</u>	L	<u>Y</u>
Pond Cypress	<u>Taxodium ascendens</u>	<u>Н</u>	<u>Y</u>
Red Maple	<u>Acer rubrum</u>	<u>Н</u>	<u>Y</u>
Sand Pine	<u>Pinus clausa</u>	L	<u>Y</u>
Shumard Oak	Quercus shumardii	L	<u>Y</u>
<u>Slash Pine</u>	<u>Pinus elliotti</u>	L	<u>Y</u>
Southern Basswood	Tilia floridana	м	¥
Southern Magnolia	<u>Magnolia grandiflora</u>	L	<u>Y</u>
Sugarberry	Celtis laevigata	Ł	¥
<u>Sweetgum</u>	Liquidambar styraciflua	L	<u>Y</u>
<u>Sycamore</u>	<u>Plantanus occidentalis</u>	Н	<u>Y</u>
<u>Tulip Tree</u>	Liriodendron tulipifera	H	<u>Y</u>
<u>Tupelo Gum</u>	<u>Nyssa aquatica</u>	H	<u>Y</u>

CANOPY TREES (Mature Size 40' or more in Height)			
Turkey Oak Quercus laevis L Y			
Water Oak	Quercus nigra	M, L	¥
Weeping Willow	Salix babylonica	Ħ	N
Winged Elm	<u>Ulmus alata</u>	L	<u>Y</u>

UNDERSTORY TREES (Mature Size 12' to 35' Height)			
Common Name	Botanical Name	<u>Water Zone</u>	Native (Y/N)
<u>American Hornbeam</u>	<u>Carpinus caroliniana</u>	<u>H</u>	<u>Y</u>
American Holly	<u>llex opaca (or x attenuata)</u>	L	Ϋ́
Bluejack Oak	Quercus incana	Ł	¥
Bradford Pear	Pyrus calleryana "Bradfordi"	M	N
<u>Carolina Ash</u>	Fraxinus caroliniana	M	<u>Y</u>
Chapman Oak	Quercus chapmanii	Ł	¥
Cherry Laurel	Prunus caroliniana	M	¥
<u>Chickasaw Plum</u>	Prunus angustifolia	L	<u>Y</u>
Coastal Plain Willow	Salix caroliniana	H	¥
Common Persimmon	Diospyros virginiana	Ł	¥
<u>Crape Myrtle</u>	Lagerstroemia indica	L	<u>N</u>
<u>Dahoon Holly</u>	<u>llex cassine</u>	M	Ϋ́
Decidous Holly	llex decidua	M	<u>Y</u>
<u>Drake Elm</u>	Ulmus parviofolia "Drake"	L	<u>N</u>
Dwarf Siberian Elm	Ulmus pumila	Ł	N
Eastern Red Cedar	Juniperus virginiana	L	<u>Y</u>
Eastern Hophornbeam	<u>Ostraya virginiana</u>	M	<u>Y</u>
Firethorn Pyracantha Tree	Pyrancantha coccinea	L	<u>N</u>
Flowering Dogwood	<u>Cornus florida</u>	<u>L</u>	<u>Y</u>
Fraser's Photinia	Photinia x Fraseri	H	N
<u>Fringetree</u>	Chionanthus virginicus	M	<u>Y</u>
<u>Glossy Tree Privet</u>	Ligustrum lucidum	M	<u>N</u>

UNDERSTORY TREES (Mature Size 12' to 35' Height)			
<u>Green Hawthorn</u>	<u>Crataegus viridis</u>	M	<u>Y</u>
Italian Cypress	Cupressus sempervirens	H	N
Japanese Persimmon	Diosypros kaki	Ł	N
Jerusalem Thorn	Parkinsonia aculeata	Ł	H
Kawakami Pear	Pyrus calleryana "Kawaka	H	N
Leyland Cypress	Cupressocyparis leylandii	H	N
Loblolly Bay	<u>Gordonia lasianthus</u>	<u>н</u>	<u>Y</u>
<u>Loquat</u>	<u>Eriobotrya japonica</u>	M	<u>N</u>
<u>Mayhaw</u>	<u>Crataegus opaca</u>	M	<u>Y</u>
Myrtle Oak	Quercus myrtifolia	Ł	¥
Parsley Hawthorn	<u>Crataegus marshalli</u>	L	<u>Y</u>
Paw Paw	<u>Asimina triloba</u>	M	Ϋ́
Queen Sago	Cycas circinalis	Ł	H
<u>Red Bay</u>	<u>Persia borbonia</u>	L	Ϋ́
Sand Post Oak	Quercus stellata	Ł	¥
Saucer Magnolia	Magnolia soulangeana	M	<u>N</u>
Service berry	Amelanchier Arborea	H	¥
Southern Juniper/Red Cedar	Juniperus salicicola	L	<u>Y</u>
Star Magnolia	Magnolia stellata	H	N
<u>Sweetbay</u>	<u>Magnolia virginiana</u>	M	<u>Y</u>
Taiwan Flowering Cherry	Prunus campanulata	M	<u>N</u>
Trumpet tree	<u>Tabebuia spp.</u>	M	<u>N</u>
<u>Waxleaf Privet</u>	Ligustrum japonicum	M	<u>N</u>
<u>Wax Myrtle</u>	Myrica cerifera	<u>L</u>	Ϋ́
Yaupon Holly	llex vomitoria	<u>L</u>	<u>Y</u>

PALMS (Mature Size 10' to 90' Height)				
Common Name Botanical Name Water Zone Native (Y/N)				
<u>Cabbage Palm</u>	<u>Sabal palmetto</u>	L	<u>Y</u>	

PALMS (Mature Size 10' to 90' Height)			
Canary Island Date Palm	Phoenix canariensis	L	N
<u>Chinese Fan Palm</u>	<u>Livistonia chinensis</u>	L	<u>N</u>
European Fan Palm	<u>Chamaerops humulis</u>	M	N
<u>Pindo Palm</u>	<u>Butia capitata</u>	L	N
Queen Palm	Arecastrum romanzoffian	Ł	N
Senegal Date Palm	<u>Phoenix reclinata</u>	L	<u>N</u>
Washington Palm	<u>Washingtonia robusta</u>	L	<u>N</u>
<u>Windmill Palm</u>	Trachycarpus fortunei	L	<u>N</u>

SHRUBS, SMALL PALMS AND CYCADS					
Common Name Botanical Name Water Native					
		Zone	<u>(Y/N)</u>		
Abelia	Abelia grandiflora	M	<u>N</u>		
American Arborvitae	Thuja occidentalis	H	N		
Asian Butterfly Bush	Buddleia asiatica	M	<u>N</u>		
Banana Shrub	Magnolia figo	M	<u>N</u>		
<u>Bear Grass</u>	Yucca smalliana	Ŀ	<u>Y</u>		
<u>Beautyberry</u>	Callicarpa americana	Ŀ	<u>Y</u>		
<u>Boxthorn</u>	Severinia buxifolia	<u>N</u>	<u>N</u>		
Brook Euonymus	Euonymus americana	H	¥		
Burford Holly	llex comuta "Burfordi"	H	N		
<u>Camellia</u>	Camellia japonica	M	<u>N</u>		
Cardboard Plant	Zamia furfuracea	<u>L</u>	<u>N</u>		
<u>Cassia</u>	Cassia spp.	M	<u>N</u>		
Century Plant	Agave americana	<u>L</u>	<u>N</u>		
Chapman Rhododendron	Rhododendron chapmannii	H	¥		
Christmasberry	Lycium carolinianum	Ł	¥		
Chinese Holly	llex cornuta	M	<u>N</u>		
Chinese Witch Hazel	Loropetalum chinese	M	<u>N</u>		

SHRUBS, SMALL PALMS AND CYCADS			
Chinese Juniper	Juniperus chinensis	L	<u>N</u>
Chinese Mahonia	Mahonia fortunei	M	<u>N</u>
<u>Cleyera</u>	Ternstroemia gymnanthera	<u> </u>	<u>N</u>
<u>Cleyera</u>	Cleyera japonica	M	<u>N</u>
Common Buttonbush	Cephalanthus occidentalis	<u> </u>	<u>Y</u>
<u>Coontie</u>	Zamia floridana	L	<u>Y</u>
Coralberry Ardisia	Ardisia crispa (or crenata)	M	H
<u>Crinum Lily</u>	Crinum asiaticum	M	<u>N</u>
<u>Croton</u>	Codiaeum variegatum	L	<u>N</u>
Dahoon Holly	llex cassine	M	<u>Y</u>
Dwarf Azaleas	Rhododendron obtusum	<u>ل</u>	<u>N</u>
Dwarf Yaupon Holly	llex vomitoria "nana"	Ŀ	<u>Y</u>
Dwarf Palmetto	Sabal minor	Ŀ	<u>Y</u>
English Boxwood	Buxus sempervirens	M	N
<u>Fatsia</u>	Fatsia japonica	M	<u>N</u>
<u>Feijoa</u>	Feijoa sellowiana	M	<u>N</u>
<u>Fetterbush</u>	Lyonia lucida	Ŀ	<u>Y</u>
<u>Firebush</u>	Hamelia patens	Ŀ	<u>Y</u>
Firethorn Pyracantha	Pyracantha coccinea	M	<u>N</u>
<u>Florida Flame Azalea</u>	Rhododendron austrinum	<u>ل</u>	<u>Y</u>
Florida Elderberry	Sambucus simpsonii	M	¥
<u>Florida Anise</u>	Illicium floridanum	M	<u>Y</u>
<u>Florida Privet</u>	Forestifera segregata	M	<u>Y</u>
Fragrant Honeysuckle	Lonicera fragrantissima	M	<u>N</u>
Fraser's Photinia	Photinia Fraseri	M	N
Gallberry	llex glabra	<u> </u>	<u>Y</u>
Garden Hydrangea	Hydrangea macrophylla	<u>н</u>	<u>N</u>
<u>Gardenia</u>	Gardenia jasminoides	M	<u>N</u>
Golden-Dewdrop	Duranta repens	M	<u>N</u>

	SHRUBS, SMALL PALMS AND CYCAD	<u>)S</u>	
<u>Groundsel Tree</u>	Baccharis halimifolia	L	<u>Y</u>
Heavenly Bamboo	Nandina domestica	E E	H
Holly Malpighia	Malpighia coccigera	M	<u>N</u>
Indian Hawthorn	Raphiolepis indica	L	<u>N</u>
Indica Azaleas	Rhododendron indica	<u>H</u>	<u>N</u>
Japanese Boxwood	Buxus microphylla	H	4
Japanese Privet	Ligustrum japonicum	L	<u>N</u>
Japanese Holly	Hex crenata	H	₩
<u>Junipers</u>	Juniperus spp.	<u>L</u>	<u>N</u>
King Sago	Cycas revoluta	F	H
Kumquat	Fortunella japonica	F	H
<u>Kurume Azaleas</u>	Rhododendron Kurume	<u>H</u>	<u>N</u>
<u>Lady Palm</u>	Rhapis excelsa	M	<u>N</u>
<u>Lantana</u>	Lantana camara	L	<u>Y</u>
Laurustius Viburnum	Viburnum tinus	H	4
<u>Leatherleaf Mahonia</u>	Mahonia Bealei	M	<u>N</u>
<u>Leucothoe</u>	Leucothoe axillaris	<u>H</u>	<u>Y</u>
<u>Nagi Podocarpus</u>	Podocarpus Nagi	M	<u>N</u>
<u>Needle Palm</u>	Rhapidohyllum hystrix	M	<u>Y</u>
<u>Oakleaf Hydrangea</u>	Hydrangea quercifolia	M	<u>Y</u>
<u>Oleander</u>	Nerium oleander	<u>L</u>	<u>N</u>
<u>Pittosporum</u>	Pittosporum tobira	M	<u>N</u>
<u>Plumbago</u>	Plumbago auriculata	L	N
<u>Podocarpus</u>	Podocarpus macrophyllus	L	<u>N</u>
Pygmy Date Palm	Phoenix roebelinii	M	N
<u>Red Buckeye</u>	Aesculus pavia	<u>L</u>	<u>Y</u>
<u>Rosemary</u>	Ceratiola ericoides	<u>L</u>	<u>Y</u>
<u>Sandankwa Viburnum</u>	<u>Viburnum suspensum</u>	<u>H</u>	<u>N</u>
<u>Sasanqua Camellia</u>	Camellia sasanqua	<u>H</u>	<u>N</u>

<u><u>S</u></u>	HRUBS, SMALL PALMS AND CYCADS		
Saw Palmetto	Seronoa repens	<u>L</u>	<u>Y</u>
<u>Scarlet Hibiscus</u>	Hibiscus coccineus	<u>M</u>	<u>Y</u>
Scrub Palmetto	<u>Sabal etonia</u>		<u>Y</u>
Serrissa	Serrissa foetida	H	N
Shiny Blueberry	Vaccinum myrsinites		<u>Y</u>
<u>Shrimp Plant</u>	Beloperone guttata	<u>M</u>	<u>N</u>
Silverthorn	Eleagnus pungens	E E	N
Slender Buckthorn	Bumelia reclinata	H	¥
Snowbell	Styrax americanus	H	¥
<u>Spanish Bayonet</u>	Yucca aliofolia		<u>Y</u>
<u>Spanish Dagger</u>	Yucca gloriosa		<u>Y</u>
<u>Sparkleberry</u>	Vaccinum arboreum		<u>Y</u>
<u>Spice-Bush</u>	Lindera benzoin	<u>M</u>	<u>Y</u>
St. John's Wort	Hypericum spp.	H	¥
<u>Star Anise</u>	Illicium anisatum	<u>M</u>	<u>N</u>
Surinam Cherry	Eugenia uniflora	H	N
Swamp Honeysuckle Azalea	Rhododendron riscosum	<u>H</u>	<u>Y</u>
Sweet Pepperbush	Clethra alnifolia	<u>M</u>	<u>Y</u>
Sweet Pinxter Azalea	Rhododendron canescens	<u>H</u>	Y
<u>Sweet Viburnum</u>	Viburnum odoratissimum	<u>M</u>	<u>N</u>
<u>Sweetshrub</u>	Calycanthus floridus	<u>M</u>	<u>Y</u>
Tar-Flower	Befaria racemosa	- E	¥
Thryallis	Galphima (or Thryallis) glauca	Ł	H
Tough Bumelia	Bumelia tenax	H	¥
<u>Walter Viburnum</u>	<u>Viburnum obovatum</u>	<u>M</u>	<u>Y</u>
<u>Witch Hazel</u>	Hamamelis virginiana	<u>M</u>	<u>Y</u>
Yellow Anise	Illicium parviflorum	<u>M</u>	Y
Yellow Pineland Lantana	Lantana depressa	L	<u>Y</u>

	GROUNDCOVERS		
Common Name	Botanical Name	<u>Water</u> <u>Zone</u>	<u>Native</u> <u>(Y/N)</u>
Algerian Ivy	Hedera canariensis	M	<u>N</u>
Asparagus Fern	Asparagus spp. (Sprengeri)		<u>N</u>
Beach Sunflower	Helianthus debilis		<u>Y</u>
Beach Morning Glory	Ipomoea stolonifera		<u>Y</u>
Bigleaf Periwinkle	Vinca major	<u>M</u>	<u>N</u>
Billgergia Bromeliad	Billbergia spp.	H	H
<u>Black Eyed Susan</u>	Rudbeckia hirta		<u>Y</u>
Blazing Start Liatris	Liatris tenuifolia		<u>Y</u>
<u>Blue Daze</u>	Convolvulus "Blue Daze"	<u>M</u>	<u>N</u>
<u>Blue Flag</u>	Iris virginica	<u>H</u>	<u>Y</u>
Blue Lily of the Nile	Agapantus africanus	M	<u>N</u>
<u>Bromeliad</u>	Vriesea sppl.	<u>H</u>	<u>N</u>
Bugleweed	Ajuga reptans	<u>H</u>	<u>N</u>
Butterfly Iris	Dietes iridoides	<u>H</u>	<u>N</u>
<u>Carolina Jessamine</u>	Glesemium sempervirens	<u>M</u>	<u>Y</u>
Cast Iron Plant	Aspidistra elatior		<u>N</u>
<u>Cinnamon Fern</u>	Osmanda cinnamomea	<u>H</u>	<u>Y</u>
Confederate Jasmine	Trachelospermum asiatic	M	<u>N</u>
<u>Coontie</u>	Zamia floridana		<u>Y</u>
<u>Cordgrass</u>	Spartina spp.		<u>Y</u>
<u>Coreopsis</u>	Coreopsis gladiata (or tinctoria)	<u>H</u>	<u>Y</u>
Creeping Fig	Ficus pumila		
Creeping Juniper	Juniperus horizontalis	<u>L</u>	<u>N</u>
Creeping Phlox	Phlox nivalis		<u>Y</u>
Crown of Thorns	Euphorbia milii		H
Daylilly	Hemerocallis spp.		<u>N</u>
Dichondra	Dichondra micrantha	H	H

	GROUNDCOVERS		
Dwarf Coreopsis	Coreopsis auriculata "Nana"	<u>H</u>	<u>N</u>
Dwarf Heavenly Bamboo	Nandina domestica "nana"	M	N
Dwarf Oyster Plant	Rhoeo spathacea "nana"	Ę.	N
Dwarf Palmetto	Sabal minor	<u>L</u>	<u>Y</u>
Dwarf Pittosporum	Pittosporum tobira "Wheeleri"	M	<u>N</u>
<u>English Ivy</u>	Hedera helix	M	N
Fancyleaved Caladium	Caladium x Nortulanum	M	<u>N</u>
<u>Gaillardia</u>	Gaillardia pulchella	L	<u>Y</u>
Gerbera Daisy	Gerbera jamesonnii	H	H
Hall's Honeysuckle	Lonicera japonica "Halliana"	L	N
Holly Fern	Cyrtomium falcatum	M	<u>N</u>
Japanese Garden Juniper	Juniperus procumbens	E E	N
Leatherleaf Fern	Rumohra adiantiformis	M	<u>N</u>
Lilly Turf	Liriope spp.	M	<u>N</u>
Mondo Grass	Ophiopogon japonicus	M	<u>N</u>
<u>Moss Pink</u>	Phlox subulata	M	<u>N</u>
Nick's Compact Juniper	Juniperus c.p. "Nick's Compacta"	<u>L</u>	<u>N</u>
Parson's Juniper	Juniperus squamata "Parsoni"	Ł	H
<u>Periwinkle, Vinca</u>	Catharantus roseus	M	<u>N</u>
<u>Plumbago</u>	Plumbago auriculata	L	N
Prairie Iris	Iris hexagona	<u>H</u>	<u>Y</u>
Red Muhly Grass	Muhlenbergia spp.	L	<u>Y</u>
<u>Florida Rosemary</u>	Ceratiola ericoides	L	<u>Y</u>
<u>Royal Fern</u>	Osmanda regalis	<u>H</u>	<u>Y</u>
<u>Saw Palmetto</u>	Serenoa repens	<u>L</u>	<u>Y</u>
Sedum	Sedum spp.	E E	N
<u>Shield Fern</u>	Thelyptris spp.	M	<u>Y</u>
Shore Juniper	Juniperus conferta	<u>L</u>	N
Society Garlic	Tulbaghia violacea	<u>L</u>	<u>N</u>

GROUNDCOVERS			
<u>Star Jasmine</u>	Jasminum nitidum	M	<u>N</u>
<u>Swamp Lily</u>	Crinium americanum	H	<u>Y</u>
<u>Sword Fern</u>	Nephrolepsis exalta <u>.</u>	<u>H</u>	<u>Y</u>
Trailing Fig	Ficus sagittata	Ł	H
Virginia Creeper	Parthenosisus quinquefolia	H	¥
Wedelia	Wedelia trilobata	Ł	H
Weeping Lantana	Lantana montevidensis	L	<u>N</u>
<u>Wild Canna</u>	Canna flaccida	<u>H</u>	<u>Y</u>
Wintercreeper	Euonymus fortueri "coloratus"	H	H
Yellow Pineland Lantana	Lantana depressa	L	Ϋ́

NON-NATIVE VINES		
Common Name	Botanical Name	<u>Water Zone</u>
<u>Algerian Ivy</u>	<u>Hedera canariensis</u>	M
<u>Allamanda</u>	<u>Allamanda cathartica</u>	M
Arabian Jasmine	Jasminum sambac	H
Chinese Wisteria	Wisteria sinensis	F
Confederate Jasmine	Trachelospermum asiaticum	M
Coral Vine	Antigonon leptopus	F
Downy Jasmine	Jasminum multiflorum	M
English Ivy	<u>Hedera helix</u>	M
Hall's Honeysuckle	Lonicera japonica "halliana"	Ŀ
Japanese Clematis	Clematis dioscoreifolia	H
Mexican Flame Vine	<u>Senecio confusus</u>	<u>L</u>
<u>Star Jasmine</u>	Trachelospermum jasminoides	M

Turfgra	<u>sses</u>
Common Name	<u>Water Zone</u>
<u>Bahia Grass</u>	M

Turfgra	<u>sses</u>
<u>Bermuda Grass</u>	M
<u>Centipede Grass</u>	<u>H</u>
<u>St. Augustine FX-10</u>	M
<u>St. Augustine Grass</u>	H
<u>Zoysia Grass</u>	M

4868 <u>Water Zone Key:</u> <u>H = High Water Use Zone -</u> Plants which are associated with moist soils and require

- 4870 <u>supplemental water in addition to natural rainfall to survive. This zone includes shallow</u> rooted turfgrass varieties.
- 4872 <u>M = Moderate Water Use Zone Plants which survive on natural rainfall with supplemental</u> water during seasonable dry periods. This zone includes deep rooted turfgrass varieties.
- 4874 <u>L = Low Water Use Zone</u> Plants which, once established, survive on natural rainfall without supplemental water. Because of the relatively high water requirements of turfgrass, no
- 4876 presently available varieties are included in this category.
 Sources: St. Johns River Water Management District Xeriscape Plant Guide South Florida
- 4878 <u>Water Management District Xeriscape Plant Guide II</u>

FIGURE 14.2 PROHIBITED PLANT SPECIES LIST

Common Name	Botanical Name
<u>Acacia</u>	Acacia spp.
Air Potato Vine	Dioscorea bulbifera
American Mulberry	Morus rubra
Australian Pine	<u>Casuarina equisetifolia</u>
<u>Brazillian Pepper Tree</u>	Schinus terebinthifolius
<u>Cajeput or Punk Tree</u>	Melaleuca leucdendra
Camphor	Cinnamomum camphora
<u>Castor Bean</u>	Ricinus communis
Chinaberry	Melia azedarach
Chinese Tallow	Sapium sebiferum
<u>Ear Tree</u>	Enterolobium cyclocarpum

FIGURE 14.2 PROHIBITED PLANT SPECIES LIST

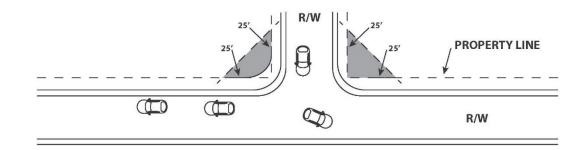
<u>Eucalyptus</u>	Eucalyptus spp.	
Hydrilla	Hydrilla verticillata	
<u>Jacaranda</u>	Jacaranda acutifolia	
Kudzu Vine	<u>Paeraria lobate</u>	
<u>Mimosa</u>	<u>Albizia julibrissin</u>	
Paper Mulberry	Broussonetia papyrifora	
Rice Paper Plant	<u>Tetrapanax papyriferus</u>	
Rosewood	Dalbergia sissoo	
<u>Silk Oak</u>	<u>Grevillea robusta</u>	
Taro	<u>Colocasia esculenta</u>	
Water Hyacinth	Eichhornia spp.	
Any other plant species prohibited by Federal or State law including, but not limited to,		
those prohibited by the rules of the Florida Department of Environmental Protection		
and the Florida Department of Agriculture, and those listed in the most recent Florida		
Exotic Pest Plant Council's List of Invasive Plant Species.		

4880 14.19 Fences – SEC. 30.1349

	a) On property assigned a residential zoning classification, a closed fence or wall in
4882	excess of three (3) feet in height shall maintain the same district front yard setback
	requirement as the main or principal dwelling structure except where backing up
4884	to a limited access highway or where regulations require such fences. In the case
	of corner lots, the lot shall be considered to have a front yard or yards on any side
4886	or sides abutting a road right-of-way.
	b) No closed fence or wall in excess of six (6) feet six (6) inches shall be erected on any
4888	b) No closed fence or wall in excess of six (6) feet six (6) inches shall be erected on any property assigned a residential zoning classification without approval of the Board
4888	· · · · · · · · ·
4888 4890	property assigned a residential zoning classification without approval of the Board
	property assigned a residential zoning classification without approval of the Board of Adjustment after public hearing. Nor shall such fence or wall be erected closer

	d) No barbed-wire fence shall be erected in any residential district. Barbed wire may
4894	be used on security fences erected in any commercial or industrial district,
	provided such use is limited to three (3) strands, a minimum of six (6) feet above
4896	the ground. Such fences may be permitted in estate areas, on approval of the
	Board of Adjustment, after public hearing.
4898	e) All fences shall be maintained in their original upright condition.
	f) Fences and walls designed for painting or similar surface finish shall be maintained
4900	in their original condition as designed. Any walls or fences which have been
1500	defaced shall be promptly restored to their original condition.
1002	
4902	g) Missing boards, pickets, posts or bricks shall be promptly replaced with material of
	the same type and quality.
4904	a) A building permit is required for any fence or wall to be erected, replaced, or
	receive major repair. A major repair shall be considered a segment of fence or wall
4906	more than ten (10) percent of the total linear feet of the existing fence or wall, two
	<u>(2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever</u>
4908	is less. Building permit applications must include a certified survey showing the
	location of the proposed fence or wall; however the Planning Manager may waive
4910	this requirement and allow a plot plan or site plan when the survey corner markers
	will be made visible for inspection by the Building Inspector. If determination for
4912	compliance to approved plans cannot be made by exposed survey corner markers,
	the Building Inspector may require a string line from survey corner marker to
4914	survey corner marker to ensure compliance. If the Building Inspector is still unable
	to determine if compliance is met due to site conditions, it is the responsibility of
4916	the contractor or owner, if owner/builder permit, to provide a site built survey to
	verify compliance with the approved plans.
4918	b) Residential zoning classifications: fences and walls are limited to a maximum height
10	of four (4) feet within the front yard and side street setbacks and six (6) feet six (6)
4920	inches within the side and rear yard setbacks except as provided in (f) of this
7720	Section. In the case of corner lots, the lot shall be considered to have a front yard
4922	or yards on any side or sides abutting a road right-of-way.
7722	
	c) <u>Commercial or Industrial zoning classifications: fences and walls are limited to a</u>
4924	<u>maximum height of six (6) feet six (6) inches within the front setback and eight (8)</u>
	feet within the side and rear yard setbacks except as required to maintain visibility
4926	per (c)(4) of this Section and Section 250.91, Code of Ordinances. Notwithstanding
	any other provisions of this Code, fences shall not be located within a designated
4928	<u>buffer unless required under Chapter 30 Part 14.</u>

	d) Agricultural zoning classifications: fences and walls are limited to a maximum
4930	height of five (5) feet and an additional one (1) foot for embellishments within the
	front yard setback; and eight (8) feet within the side and rear yard setbacks.
4932	Fences located within the front yard setback must be open split rail; steel woven
	wire may be used behind split rail fencing for animal containment, but no barbed
4934	wire is permitted. These regulations shall not apply to property having an
	agricultural classification from the Seminole County Property Appraiser.
4936	e) Planned Developments: Unless otherwise stated in the recorded Development
	Order or Developer's Commitment Agreement, all fences or walls will comply with
4938	this Section.
	f) Setback distance requirements will be as follows:
4940	1. No side street setback will be required from any side property line adjoining
	railroad right-of-way or a limited access highway.
4942	2. For corner lots in residentially zoned properties, including residential Planned
	<u>Developments unless otherwise stated in the development order, the</u>
4944	<u>secondary front yard or side street setback may be reduced to five (5) feet</u>
	provided the visual clearance (sight line triangle) requirements of (c)(4) of this
4946	Section can be met and with approval by the Seminole County Traffic
4948	Engineering Division. Building permit applications requesting the reduction of
4948	<u>the side street setback must include a certified survey indicating the adjacent</u> <u>rights-of-way</u> .
4950	
4950	3. <u>Fences, walls, hedges, plantings, or other obstructions must maintain visual</u> <u>clearance requirements at the intersection on corner lots. The visual clearance</u>
4952	triangle must be fifteen (15) feet for residentially and agriculturally zoned
IJJL	property, or twenty-five (25) feet for commercially or industrially zoned
4954	property at a street intersection unless otherwise approved by the County
	Engineer. The visual clearance triangle is measured from the property corner
4956	adjoining the intersection of rights-of-way the distance described above with
	a line joining points on those lines.



4958

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- 4. Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-450), or other obstruction adjacent to a natural water body is limited to a maximum height of four (4) feet. Any fence or wall greater than four (4) feet
 4962 must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include a certified survey no less than five (5) years old indicating the Normal High Water Elevation.
- 4966 g) <u>In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but function
 4968 similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet six (6) inches may be permitted on a vacant parcel,
 4970 except as provided in (b) of this Section.
 </u>
 - h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners.
- i) <u>No barbed-wire fence shall be erected in any residential district except for security</u>
 defermine of public utilities. Barbed wire may be used on security fences erected in any
 commercial or industrial district or for security of public utilities, provided such use
 is limited to three (3) strands, a minimum of six (6) feet above the ground.
- j) <u>No fence or wall shall be erected or project beyond the property line or be located</u>
 within required visual clearance areas.
- k) <u>A fence shall be uniform in construction, design, material, color and pattern, and</u>
 the fence material shall be a standard material conventionally used by the fence
 industry. Nontraditional materials, including, but not limited to, tires, mufflers, and
 hubcaps, are prohibited. Open split-rail fences shall be permitted.
 - I) All fences shall be maintained in their original upright condition.

4984 4986	m) <u>Fences and walls designed for painting or similar surface finish shall be maintained</u> in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.
4988	n) <u>Missing boards, pickets, posts or bricks shall be promptly replaced with material of</u> <u>the same type and quality, subject to permitting requirements in (a) of this</u> <u>Section.</u>
4990	o) Gates and posts are limited to the same maximum heights and required setbacks
4992	for fences and walls provided in (b) (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way.
4994	p) Where grade elevations along adjoining properties differ, fence/wall height shall be
4996	measured from the finished ground floor elevation of the property having the higher ground floor elevation.
4998	(q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2)
5000	will not require Board of Adjustment approval unless otherwise determined by the Planning Manager.
5002	14.20 Open Space Easements – SEC. 30.111

5004	PART	15	OUTDOOR LIGHTING REQUIREMENTS
5006	15.1	Al	erior lighting requirements. commercial, office, industrial and multi-family development shall comply with the owing exterior lighting requirements:
5008		a)	Light spillage: Illumination onto adjacent properties shall not exceed five-tenths (0.5) foot-candles.
5010		b)	Height of lighting sources:
5012 5014			1. Height of fixture will be measured at the vertical distance from the normal finished grade directly below the centerline of the luminaire to the top of the light fixture. Height of the pole will be measured at the vertical distance from the finished grade to the highest point inclusive of the pole, fixture, and mounting arm.
5016			2. All lighting on non-industrial zoned properties shall consist of cut-off fixtures
5018			mounted no higher than sixteen (16) feet. An exception to this requirement may be made if the applicant demonstrates that a greater height will not result in light spillage onto surrounding properties in excess of five-tenths
5020 5022			(0.5) foot-candles; provided however, that in no event shall lighting exceed a maximum height of twenty-five (25) feet on a parcel adjacent to property with a Residential Future Land Use designation or a residential zoning classification.
5024 5026			3. Lighting on industrial zoned properties (except that located within two hundred (200) feet of residential property) shall consist of cut-off fixtures mounted no higher than twenty-five (25) feet.
5028			4. On industrial property located within two hundred (200) feet of residential property, lighting shall be limited to cut off fixtures mounted no higher than sixteen (16) feet. An exception to this requirement may be made if the
5030			applicant demonstrates that a greater height will not result in light spillage onto surrounding properties in excess of five-tenths (0.5) foot-candles.
5032	15.2	Lig	hting for football fields, soccer fields, baseball fields, softball fields, tennis courts,
		•	f driving ranges, auto race tracks, horse race tracks or show arenas, and similar
5034			lities may exceed the maximum height allowed herein upon written authorization the <u>Development Services Director</u> . Such authorization may only be granted upon

5036		a finding that a greater height will not have a significant effect on the citizens of
		Seminole County.
5038	15.3	Light fixtures. All light fixtures must conform to the following regulations:
		a) All fixtures, including security lighting, must be cutoff fixtures.
5040		b) <u>All fixtures must be incorporated into the building or site as an integrated design</u> element through the use of common or complementary style, material, and color.
5042		c) Fixtures may not be tilted towards adjacent properties.
		d) Sag lenses, convex lenses, and drop lenses are prohibited.
5044		e) <u>Floodlighting is prohibited except for non-retail industrial uses where the</u> <u>floodlights internal to the site and cannot be seen form adjacent public right of</u>
5046		way and neighboring residential uses or zoning district.
	15.4	Time controls and motion detectors. Lighting on non-residential sites must include
5048		time controls. The time controls must dim all outdoor lights by at least fifty (50)
		percent of normal illumination levels within one hour of the close of business on the
5050		site. The lights must remain dimmed until the business reopens in the morning or the
		automatic light sensors switch the light off in the morning. Where a site includes
5052		more than one business, the time controls must dim the lights associated with each
		discrete place of business within the hour of the respective business closing to the
5054		<u>public, but common area lighting may remain fully lit until the last onsite business</u>
		closed. This requirement does not apply to business that operate twenty-four (24)-
5056		hours a day. Dimmed lights may return to full luminance for no more than thirty (30)
		seconds if triggered by a motion detector.
5058		a) Light sensors. All outdoor lighting must include light sensors that automatically
		turn lights off when daylight exceeds eighty-five (85) of the ground level
5060		luminance of the fixture.
		b) Manual controls. All electrical circuits for outdoor lighting must include manually
5062		controlled switches conveniently located for manual operations.
5064	15.5	Lighting setback: Outdoor lighting fixtures shall be located no less than fifty (50) feet
		from any property having a residential future land use designation or a residential
5066		zoning classification.
	15.6	Shielding requirements: Unless an exemption is granted by the Development Review
5068	=	Manager, <u>Public Works Director, outdoor lighting fixtures shall be shielded in such a</u>

		manner that no light is emitted above a horizontal plane passing through the lowest
5070		point of the light emitting elements, so that direct light emitted above the horizontal
		plane is eliminated. An exemption to this subsection may only be granted upon a
5072		finding that it will not create an adverse effect on the citizens of Seminole County.
	15.7	Underground wiring: Electric power lines serving an outdoor light fixture shall be
5074		installed beneath the surface of the ground unless it is determined by the
		Development Services Director that soil, topographical, or any other compelling
5076		conditions, make the underground installation of such utility lines unreasonable or
		hazardous.
5078		a) Approved Alternate Materials and Methods of Construction or
		Installation/Operation. The <u>Development Services Director</u> <u>Development</u>
5080		Review Manager may approve any lighting design, material, or method of
		installation or operation not specifically prescribed herein if he/she finds that:
5082		1. The alternative provides an approximate equivalence to the applicable
		requirements of this Section; and
5084		2. The alternative complies with the intent of this Section; or
		3. The alternative is necessary for the safety and security of people and property.
5086		b) Submission of Plans and Evidence of Compliance. An applicant for any permit
		required by Seminole County involving outdo or lighting fixtures must submit

5088		plans indicating how compliance with this Section will be accomplished. This
		submission shall include the following information:
5090		1. The location of all proposed or existing outdoor light fixtures on the
		property and the foot candle emissions of such fixtures onto any adjoining
5092		property.
		2. A description of all outdoor light fixtures or other illuminating devices
5094		proposed for use on the property. The description should include, but is
		not limited to, catalog cuts by manufacturers and drawings.
5096		3. Any other relevant information as may be reasonably required by Seminole
		County.
5098		4. The applicant may submit additional information, such as photometric
		plan data, to support use of the proposed lighting.
5100	15.8	Prohibited Lights. The following lighting sources shall be prohibited:
		a) Laser lights or any similar high intensity light source which projects light
5102		above the horizontal plane of the light source.
		b) Flashing or animated lights located in or adjoining residential areas.
5104		1. Additional Requirements for Special Uses. Where permitted, light
		sources for the following special uses shall be designed and installed
5106		in accordance with the following requirements:
		2. Recreational Facilities. Lighting of outdoor recreational facilities such as
5108		football fields, soccer fields, baseball fields, softball fields, tennis courts,
		golf driving ranges, auto race tracks, horse race tracks or show areas and
5110		similar uses shall be fully shielded or designed with sharp cut-off
		capability, so as to minimize up-light, spill-light, and glare.
5112		3. Outdoor display lots. Lighting of outdoor display lots such as automobile
		sales lots, building material sales centers, garden centers and similar uses
5114		shall be fully shielded or provided with sharp cut-off capability, so as to
		minimize up-light, spill-light, or glare.
5116		4. Gasoline pump and drive-thru canopies. Light fixtures on the underside of
		gasoline pump and drive-thru canopies shall be recessed into the canopy

5118		ceiling so that the bottom of the fixture is flush with the canopy ceiling	
		and is not visible from the horizontal plane.	
5120	15.9	Applicability. This Section shall apply to all development except the following:	
		a) Residences built as single-family or two-family dwelling units.	
5122		b) Outdoor light fixtures installed on and in connection with facilities and land	
		owned or operated by the federal government or the State of Florida, or any	
5124		department, division, or agency thereof.	
		c) Outdoor light fixtures lawfully installed prior to the effective date of this Section,	
5126		unless and until the property is rezoned or redeveloped (and the cost to retrofit	
		existing outdoor light fixtures to achieve compliance with this Section is less than	
5128		ten (10) percent of the total redevelopment cost).	
		d) In the event of a conflict between this Section and any other provision of this	
5130		Code, the more restrictive requirement shall apply.	

5132	PART	16 PERFORMANCE STANDARDS – PART 68
	16.1	Intent
5134	16.2	Noise
	16.3	Vibration
5136	16.4	Smoke
	16.5	Dust and Dirt
5138	16.6	Odors
	16.7	Glare . Illumination levels
5140		Any operation or activity producing glare must be conducted so that direct or
		indirect illumination from the source of light does not cause illumination in excess of
5142		0.5 foot candles in any residential district. Illumination levels may not exceed 0.5 foot
		candles at the property line where the neighboring property is a residential use or is
5144		zoned for a residential use. For all other uses, illumination levels may not exceed 1.0-
		foot candles at the property line. To avoid glare and light spilling onto neighboring
5146		properties, fixtures must be installed with shields and reflectors.

- 5148 16.8 Toxic Matter
 - 16.9 Electrical Disturbance and Radioactivity
- 5150 16.10 Fire and Explosive Hazards

Chapter 35 - SUBDIVISION REGULATIONS

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PART 4. - REQUIRED SUBMITTALS

Sec. 35.44. - Required submittals for final plat.

The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments.

- (a) *General.* The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty (20) inches by twenty-four (24) inches twenty four (24) inches by thirty six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be to the nearest one-hundredth of a foot and angles to the nearest second of a degree.
- (b) *Plat Requirements.* The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations. Copies of the final plat and complete sets of the final engineering plans showing the following information, shall be provided:
 - (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida."
 - (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie.
 - (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets.
 - (4) The location of all permanent reference markers (PRMs) in conformance with state statutes.
 - (5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow.
 - (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers.

- (7) The right-of-way lines, widths, and names of all streets and roads.
- (8) The radius, central angle, *chord, chord bearings* and arcs of all curved streets, and curved property lines.
- (9) Lot lines and lot and block numbers.
- (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County.
- (11) Location and width of canals and waterways.
- (I2) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference <u>said</u> <u>dedications shall be recited within the Dedication statement</u>.
- (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions.
- (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of Planning and Zoning Commission approval; of Board of County Commissioners' approval; and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Florida Statutes, section 692.01 (for corporations), or Chapter 689 (for individuals).
- (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument.
- (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County."
- (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information."
- (c) *Engineering Drawings*. Final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Current Planning Office Planning and Development Division at the same time as Final Plat submittal:
 - (1) Water system. Size, material, and location of water mains, plus valves and hydrants.
 - (2) Sewer system. Size, material, and location of lines, with submittal of profile where required.
 - (3) Storm water drainage facilities.
 - (4) Bulkheads.
 - (5) Streets.

- (6) Sidewalks, bicycle paths, and pedestrian paths.
- (7) Excavation and fill.
- (8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager.
- (d) *Preliminary Subdivision Plan*. A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan.
- (e) Additional Required Legal Submittals. The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, Utilities Division, Development Review Manager <u>Development Services</u> <u>Director</u>, and/or County Attorney as appropriate.
 - (1) Bonds. The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance bond or bonds in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance bond must be approved as adequate by the County Engineer, the Utilities Division, and/or their designee. In lieu of performance bonding, improvements may be installed following Final Plat approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Division, and/or their designee. In cases where improvements are installed prior to recording, a maintenance bond must be submitted to the County Engineer, the Utilities Division, and/or their designee. The Plat cannot be recorded until the maintenance bond is approved by the County Engineer, the Utilities Division, and/or their designee. Said maintenance bond shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required.

Bonding requirements may also be met by the following, but not limited to:

(A) Escrow Deposit

Cashier's Check

Certified Check

(B) Others, as approved by the Board of County Commissioners, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement. All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County.

- (2) *Covenants.* Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (3) *Title Certificate*. A certificate of ownership, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer, and showing:
 - (A) Parties executing plat are owners of the land embraced by the plat.
 - (B) All mortgages, liens, or other encumbrances.
 - (C) Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid.
 - (D) Description of plat is correct.
 - (E) No conflicting rights-of-way, easements, or plats exist.
- (4) *Public Disclosure*. In accordance with F.S. § 286.23, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by F.S. § 286.23, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.
- (5) *Documents, Deeds, Certificates and Bond Forms.* All documents, deeds, certificates and bond forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes.
- (f) Other Required Submittals.
 - (1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Arbor Section, Current Planning Office, if different information than shown on the Preliminary Plat. The Arbor Inspector shall recommend any necessary tree replacement at this stage.
 - (2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.
 - (3) Letters will be submitted by all appropriate utility companies stating that all easements are adequate.

- (4) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits.
- (5) Copy of any required St. Johns River Water Management District Permit.

PART 6. - DESIGN STANDARDS

Sec. 35.61. General.

All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the Board finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code.

- (a) *Conformance with County policy*. The subdividing and development of any areas subject to this ordinance must conform to the adopted general goals and objectives of the Board with respect to the physical development of the County as set forth in various elements of the Comprehensive Plan of Seminole County and other requirements including:
 - (1) The most current Orlando Urban Area Transportation Study and adopted Seminole County Transportation Plan;
 - (2) County policies on water supply, waste disposal, and other essential utilities; and
 - (3) The Land Development Code, as amended.
- (b) Use of natural features. The arrangement of lots and blocks and the street system must make the most advantageous use of topography and preserve mature trees, wetlands and other natural features wherever possible. No subdivision may be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit will be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Special consideration will be given for waterfront features and shoreline protection as specified in Chapter 71 of this Code. Any person aggrieved by the decision of the Planning Manager may request a waiver from this requirement from the Board of County Commissioners.
- (c) *Consideration of soil and flood hazards*. A subdivision plan will not be approved unless all land intended for use as building sites can be used safely for building

purposes without danger from flood or other inundation or from adverse soil or foundation conditions or from any other menace to health, safety, or public welfare. In particular, lands which are within the 100-year flood-prone areas, may not be subdivided and developed until proper provisions are made for protective floodcontrol measures and water-management facilities necessary for flood-free development and flood-free vehicular access to such sites. Each platted lot must have a buildable area equal to the minimum lot size requirement of the applicable zoning district and located above the 100-year floodplain elevation or wetlands line, whichever is higher. Any portion of the platted lot which lies below the 100-year floodplain elevation or wetlands line must be dedicated to the public as a drainage easement, a conservation easement, or both. No filling or grade level change will be permitted which will adversely affect any surrounding area. Requirements for development within the 100-year floodplain are contained in the flood prone article of the Seminole County Zoning Regulations and the Seminole County Comprehensive Plan. The latest edition of the Seminole County Soil Survey is to be used as a guideline in identifying soil properties and interpretations for various uses in terms of soil limitations and soil features adversely affecting a particular use. In addition, the soil supplement is to be used in interpreting the basic properties of the soils in terms of their potential for a particular use. The following standards must be followed in areas of low and very low potential soils:

- (1) Lands where soils have very low potential and low potential for proposed uses, as identified in the Seminole County Soil Survey and its Soil Supplement, may not be developed unless:
 - (A) Health and safety hazards are not created.
 - (B) County maintenance of public facilities is not involved where the soil performance is low or unreliable without approved modifications.
- (2) Unincorporated urban development is prohibited on soils with very low potential without approved modification.
- (3) A public facility may not be constructed where the soil performance for the public facility is of low or very low potential, except in cases of overriding public interest.
- (4) It is the policy of the County not to accept a dedication for public ownership or maintenance of utilities or roads constructed in areas where soil performance for the utilities or roads is of a low or very low potential without approved modifications.

- (d) *Finished floor elevation.* No platted lot may be approved unless it contains a suitable building site of sufficient elevation to permit construction utilizing a first-floor elevation based upon the following:
 - (1) The elevation of the site must be at least one (1) foot above the 100-year floodprone elevation, as determined by the County Engineer based upon the best available data. Where the floodway of any stream or river is defined, lots may be platted for residential use only if all parts of the platted lots located within the floodway are expressly limited to open space uses. Reduction of on-site drainage storage capacity is prohibited. Finished floor elevations will be established by utilizing Seminole County Vertical Control Datum.
 - (2) Provided that building lots are a reasonable level or slope toward a street, road, or right-of-way, the minimum finished floor elevation of any structure must be greater than or equal to sixteen (16) inches above the lowest crown of that portion of the adjacent street, road, or right-of-way upon which the structure fronts. On lots which slope away from a street or road with continuous slope toward a lake, stream, or water collection area and, where positive drainage exists, the finished floor elevation of any structure must be greater than or equal to one (1) foot above finished site grade measured at the highest contour that abuts the building. Where necessary, swales must be constructed to divert run-off water around any structure to not adversely impact adjacent property owners.
 - (3) Driveways or other areas of access to a building or structure must be sloped to prevent the runoff of surface water into any building or structure.
- (e) <u>Prior to the issuance of a Certificate of Occupancy, trees must be planted on new</u> residential lots, as shown on the approved building permit, subject to the following requirements:
 - 1. <u>Tree quantity:</u>

Lot Size (in	<u>Minimum</u>
<u>square feet)</u>	<u>Number of</u>
	<u>Canopy</u>
	<u>Trees</u>
<u><= 6,000</u>	<u>2</u>
<u>6,001-10,000</u>	<u>3</u>

<u>10,001-</u>	<u>4</u>
<u>14,000</u>	
<u>14,001-</u>	<u>6</u>
<u>20,000</u>	
<u>20,001-</u>	<u>9</u>
<u>43,560 (1</u>	
<u>acre)</u>	

- 2. For lots greater than one (1) acre, nine (9) trees shall be provided for each acre, prorated for fractional acres.
- 3. For lots of 10,000 square or less, at least one of the required canopy trees must be in the front yard. For lots equal to or greater than 10,001 sq. ft., at least two (2) of the required canopy trees must be in the front yard.
- 4. <u>The canopy tree requirements may be met with trees planted in a tree lawn within the</u> right of way that is contiguous with the lot line.

(f)(e)—Special considerations. Special consideration must be given in the layout of streets, lots, blocks, buildings, and easements to the preservation of large and specimen individual trees. Special consideration must also be given to preserving natural drainage methods and natural topography and landscape. Special consideration must be given to providing special screening, buffers, or berms where developments abut noncompatible land uses.

Chapter 40 – Site Plan Approval

Chapter 40 - SITE PLAN APPROVAL

Section 6. Amendments to Chapter 40, Site Plan Approval. Chapter 40 of the Land Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

PART 2. PROCEDURES FOR SECURING APPROVAL OF SITE PLANS

6 Sec. 40.14. Approval procedures.

 (a) Based upon the information generated and/or the recommendations of the development review committee, the Planning Manager Development Services
 <u>Director</u> will approve, approve subject to stated conditions, or deny the site plan
 except as stipulated in the specific district requirements of the zoning regulations. Any person aggrieved by the decision of the Planning Manager Development
 <u>Services Director</u> may, in accordance with Section 40.92 40.172, file a written appeal with the Current planning office Planning and Development Division and have the site plan considered by the Board of County Commissioners.

PART 4. REQUIRED SUBMITTALS

16 Sec. 40.43 General Development and Proposed Improvements

(m) Additional data, maps, plans, and/or statements demonstrating compliance with
 18 Chapter 30, Part 68 Performance Standards.

PART 10. VARIANCES, APPEALS, AND VACATING OF RIGHTS-OF-WAY

20 Sec. 40.172. Appeals.

Any person aggrieved by a decision of the approving entity regarding <u>a</u> site plan may file a written appeal with the current planning office <u>Planning and Development Division</u> to have the plan considered by the Board of County Commissioners. The petition shall state fully the

24 specific grounds for the appeal and all of the facts relied upon by the petitioner. The Board of County Commissioners shall consider only those items specified in the petition.

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28	May 23, 2023
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36	Chapter 60 – ARBOR REGULATIONS

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PART 1. - IN GENERAL

Sec. 60.1. - Findings of fact and statement of purposes.

WHEREAS, trees are proven producers of oxygen, an essential element to the survival of man, and appreciably reduce the ever-increasing and environmentally dangerous carbon dioxide content of the air; and

WHEREAS, trees precipitate dust and other particulate airborne pollutants from the air; and

WHEREAS, trees transpire considerable amounts of water each day and thereby purify the air much like the air-washer device employed in commercial air conditioning systems; and

WHEREAS, trees play a vital role in neutralizing wastewater passing through the ground from surface to ground water table and aquifers; and

WHEREAS, trees, through their root systems, stabilize the ground water table; and

WHEREAS, tree leaves break the onslaught of pelting raindrops upon the soil surface and give the soil the opportunity to become saturated and, when fallen, cover the ground to keep the soil from drying out and decay thereby replacing minerals in the soil and enrich it to support later plant growth; and

WHEREAS, trees play a pronounced and important part in community-wide activities involving soil conservation, erosion control and flood control; and

WHEREAS, trees substantially contribute food and shelter for wildlife in the urban and suburban environment; and

WHEREAS, trees are an invaluable psychological counterpoint to the man-made urban and suburban setting and camouflage harsh scenery and unsightly city-scape and softening the outline of masonry, metal and glass; and

WHEREAS, trees increase the value of property and are a valuable property asset which can affect an area economically and beautify the land and breaking the monotony of endless sidewalks and miles of highways and streets; and

WHEREAS, trees protect the community from climatic extremes by providing shade and windbreak protection and by moderating temperatures within neighborhoods, parking lots, etc.; and

WHEREAS, tree removal impairs benefits to existing property owners in surrounding areas, impairs economic stability and the value of improved and unimproved real property and causes increased surface drainage and soil erosion causing increased public costs; and

WHEREAS, the requirements of this article generally maintain a balance between important environmental concerns and compatible development. In so doing they:

(1) Allow development while encouraging the establishment of tree coverage on public and private lands within unincorporated Seminole County.

(2) Maintain existing trees in a healthy and non-hazardous condition through proper arbor practices.

(3) Establish and maintain diversity in tree species and age classes to provide a healthy and sustainable urban/suburban forest; and

WHEREAS, Seminole County finds that it is in the best interests of the public to enact land development regulations controlling the removal of trees in Seminole County in order to retain as many trees as possible, consistent with the economic use of private property.

NOW, THEREFORE, this Chapter is hereby ordained.

Sec. 60.2. Scope.

The terms and provisions of this Chapter shall apply to all real property lying within the unincorporated areas of the county except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (2003 2021) and except as to developed single family lots of five (5) three (3) acres or less.

Sec. 60.3. Duties and responsibilities.

The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity, the Seminole County Tree Committee may:

- (5) (1) Implement a Tree an Urban Forestry Planting and Management Plan;
- (6) (2) Provide for designating and observing an Arbor Day, including a Proclamation relating thereto;
- (7) (3) Approve the annual re-certification as Tree County City (for unincorporated Seminole County) USA;
- (8) (4) Coordinate activities and programs with civic and public interest groups devoted to tree care and preservation;

- (9) (5) Hear appeals by aggrieved parties from decisions made by the Planning and Planning <u>Manager or Development Services</u> Director, or his or her designee; and
- (10) (6) Direct the enforcement of all provisions of this ordinance.
- (7) Review and approve or deny requests to remove historic trees as defined in Chapter
- 2. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee . In that capacity the BCC may: <u>The Seminole County Natural Resource</u> Officer shall have the following duties:
- (1) Consider and impose recommend appropriate tree preservation conditions of approval for land use amendments, rezoning requests, and preliminary master plans;
- (2) Approve <u>Consider</u> grading, tree replacement and tree protection provisions contained in final master plans and subdivision plats;
- (3) Approve Historic <u>and Specimen</u> Tree nominations <u>designations</u> and permits for necessary removal of Historic <u>and Specimen</u> trees. <u>Decisions by the Natural Resource</u> <u>Officer can be appealed to Planning Manager or Development Services Director</u>; <u>and</u>
- (4) Increase citizen awareness of and community support for tree preservation and protection programs and objectives;
- <u>(11)</u> (4) Advise the Development Services Director regarding fund distribution of the Arbor Violation Trust Fund in support of these provisions.

Sec. 60.4. Tree preservation during development and construction. - Permits required.

- (a) In order <u>It shall be unlawful for any person</u> to prevent destruction of, or damage cause damage to, trees, trees not designated for destroy, permanently injure, or remove any protected tree as defined in this article without first obtaining a tree removal permitmay be required by the terms of the permit to be protected by barrier zones. Protective barriers shall be erected prior to any land clearing or construction of any structures, roads, utility service, or other improvements and may be required by the terms of the poly the terms of the permit to comply with the following: (1) Protective posts (two (2) inches by four (4) inches or larger wooden post, two (2) inches outer diameter or larger galvanized pipe, or other post material of equivalent size and strength-rebar shall not be used as a protective post) shall be implanted deep enough in the ground to be stable and with at least three (3) feet of the post visible above the ground;
- (2) Protective posts shall be placed at points not closer than the drip line of <u>or otherwise</u> <u>establish that</u> the protected tree, with the posts being not further than six (6) feet apart, except that pedestrian access may be allowed within this line as needed during construction but, in

no case, shall access be permitted closer than five (5) feet to the trunk; qualifies for an exception or exemption as provided in this article.

- (b) Nothing contained in this ordinance shall be deemed to impose any liability upon the county, its officers, or employees, nor to relieve the owner of any private property from the duty to keep any tree upon any area of his/her property or under his/her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any private road or public right-of-way, park, or other public place within the county.
- (c) Nothing contained herein shall prevent a property owner from maintenance or trimming trees on his/her property. In fact, proper trimming is a necessary responsibility of every property owner such that no severe tree trimming occurs.
 - (Ord. No. Code 1965, § 19A-43; Ord. No. 85-33, § 3, 12-9-85; Ord. No. (3) All protective posts shall be linked together (fencing at least three (3) feet high, two (2) courses of rope not less than one-half (1/2) inch in diameter or a chain of comparable size, or other material of equivalent visibility), and each section shall be clearly visible (flagged with yellow plastic tapes or other brightly colored weatherproof marker);
 - (4) All existing trees to remain and replacement stock shall have the natural soil level maintained from the trunk to the drip line of each tree. Permanent tree wells, retaining walls or planter islands shall be provided, when found to be necessary by the Planning and Development Director, or his or her designee, to maintain the existing natural soil levels. Insofar as practicable to maintain a reasonable beneficial use of the property, natural drainage to such trees shall be maintained. No grade changes shall be made within the protective barrier zones, without prior approval by the Planning and Development Director, or his or her designee;
 - (5) Protective barrier zones shall remain in place and intact until such time as landscape operations begin or construction is complete, whichever occurs first;
 - (6) Landscape preparation in the protected area shall be limited to shallow disking of the area, however, no disking shall occur within five (5) feet of the trunk or above ground roots.
- (b) No building materials, machinery or temporary soil deposits shall be placed within protective barrier zones defined in subsection (a) above;
- (c) No attachments or wires other than those of a protective or non-damaging nature shall be attached to any tree;
- (d) Trenching of any type should be avoided in the protective barrier zone. Where underground installations are conducted adjacent to the trunks of trees to be preserved, tunneling should be utilized to the maximum practicable extent. When trenching or tunneling occurs near trees to be protected, protective measures should be taken in

accordance with the Tree Protection Manual for Builders and Developers published by the Florida Department of Agriculture and Consumer Services which is adopted herein by this reference thereto;

(e) The Planning and Development Director, or his or her designee, shall conduct periodic inspections of the site before work begins and during clearing, construction and postconstruction phases of development in order to insure compliance with this Code and the intent of this chapter. Trees that are destroyed or which are subject to major damage, as determined by the Planning and Development Director, or his or her designee, shall be replaced in accordance with the requirements of this ordinance before occupancy unless removal has been permitted by the County.

Sec. 60.5. - Exemptions.

The following exemptions are self-executing, but any person desiring a document attesting to such exemption may make application to the Planning and Development <u>Services</u> Director, or his or her designee. If deemed necessary the property shall be inspected to confirm that the specified activity is, in fact, exempt. If the activity is determined to be exempt, the Planning and Development <u>Services</u> Director, or his or her designee, shall place on record the basis for the same, including all statements and documents submitted by the applicant and shall describe with particularity the precise activities exempted.

- (a) Emergencies. In the event that any tree endangers health or safety and requires immediate removal, such as, but not limited to, the cutting of emergency fire lanes by fire-fighting units, verbal authorization may be given by the Planning and Development <u>Services Director</u>, or his or her designee, and the tree may be removed without obtaining a written permit as herein required. Such verbal authorization shall later be confirmed in writing;
- (b) Nurseries. All state-approved, governmental and private plant or tree nurseries and botanical gardens are exempt from the terms and provisions of this Chapter only in relation to those trees which are planted and growing for the sale or intended sale to the general public in the ordinary course of business or for some public purpose;
- (c) Pruning. Normal pruning (less than twenty-five (25) percent of the canopy) of trees, when conducted in accordance with the adopted "Tree Pruning Standards" of the National Arborist Association, are exempt from the terms and provisions of this chapter, except that the following pruning practices are not permitted and constitute a violation of this chapter requiring replacement of the trees subjected thereto in accordance with the replacement requirements of this chapter:
 - (1) Hat-racking: the severe trimming of trees in which most branches are cut and few branches with leaves remain;
 - (2) Lollipopping: the severe trimming of trees to create a non-natural shape.

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Trees planted and maintained as topiaries which are not part of the required landscaping are exempt from these pruning restrictions.

- (d) (c) Agricultural uses. Activity of a bona fide farm operation on land classified as agricultural land pursuant to section 193.461, Florida Statutes (2003 2021), is exempt from this Chapter 60 if such activity is regulated through implemented best management practices, interim measures, or regulations developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district and adopted under Chapter 120 as part of a statewide or regional program; or if such activity is expressly regulated by the United States Department of Agriculture, the United States Army Corps of Engineers, or the United States Environmental Protection Agency.
- (e) (d) Exotic trees. All tree species listed as Category I or Category II invasive exotics in the Florida Exotic Pest Plant Council's List of Invasive Species, including the following species of trees, shall be exempt from the provisions of this Chapter.
 - (1) Acacia (Acacia species);
 - (2) Australian Pine (Casuarina species);
 - (3) Brazilian Pepper (Schinus terebinthifolius);
 - (4) Cajeput Tree or Punk Tree (Melaleuca quinquenervia);
 - (5) Camphor (Cinnamomum camphora);
 - (6) Chinaberry (Melia azedarach);
 - (7) Chinese Tallow Tree (Triadica sebifera);
 - (8) Ear Tree (Enterolobium cyclocarpum)
 - (9) Eucalyptus (Eucalyptus robusta)
 - (10) Flamegold Tree (Koelreuteria elegans);
 - (11) Guava (Psidium species);
 - (12) Jacaranda (Jacaranda acutifolia)
 - (13) Java Plum (Syzygium cumini);
 - (14) Mimosa (Albizia julibrissin);
 - (15) Paper Mulberry (Broussonetia papyrifera);
 - (16) Rosewood (Dalbergia sissoo);
 - (17) Silk Oak (Grevillea robusta);
 - (18) Tung Oil Tree (Aleurites fordii);
 - (19) Umbrella Tree (Schefflera actinophylla); and
 - (20) White Lead Tree (Leucaena leucocephala).
- (f) (e) Disasters. In the case of emergencies such as hurricane, hailstorm, windstorm, flood, freeze, or other disasters, the requirements of this Chapter may be temporarily waived by the Planning and Development <u>Services</u> Director, or designee, or the <u>Emergency</u>

<u>Management Director</u> Public Safety Director. At the earliest possible meeting of the board, findings shall be presented to the board establishing that such waiver was necessary so that public or private work to restore order in the county would not be impeded. Said waiver must be for a time certain and may not be for an indefinite period;

- (g) (f) Dead <u>or declining</u> trees. Dead <u>or declining</u> trees, as determined by a certified arborist, are exempt from the terms of this Chapter.
 - (g) State Laws. Any property designated by State Law that mandates <u>additional or</u> <u>alternative tree or arbor requirements</u> and <u>procedures. If said laws are repealed</u>, <u>single family residential lots under three (3) acres are exempt from these</u> <u>provisions</u>.

(h) Protected Trees: Trees less than six (6) inches DBH and palm trees are exempt.

60.6 - Jurisdiction of article.

The terms and provisions of this article shall be submitted with all applications for logging permits unless waived by apply to all real property lying within the unincorporated areas of the county.

Sec. 60.7 Variance, appeal, and penalty.

- (a) Deviations from regulations. The Development Services Director, or designee, based upon his or her determination that submission of a plan may grant deviations from any provision of this article where the strict application of the provision to a particular site would not further the public interests based upon future development conditions that will relate to the site. The Planning and create a substantial economic hardship. In all cases, reasonable efforts must be made to preserve trees per this article. The Development Services Director, or designee, may grant deviations from any provision of this article only when the applicant demonstrates that the purposes of this article will be or has been achieved by other means. If the Development Services Director or designee, upon receipt of said application, may require such additional information as deemed necessary to meet the intent and purposes of this chapter; denies a request for deviation from this article because the applicant did not demonstrate that the purposes of the article will be or has been achieved by other means, then the applicant may appeal the decision to the Board of County Commissioners.
- (c) The Planning and Development Director, or his or her designee, may, in granting a logging permit, place such reasonable conditions or restrictions upon the same as deemed necessary to:
 - (1) Protect trees not permitted to be logged;
 - (2) Buffer logging operations from waterways, parks, and residentially designated, zoned, occupied or used lands;

- (3) Guarantee restoration of terrain to a degree necessary for the prevention of erosion and protection of flora;
- (4) Prevent pollution;
- (5) Insure reforestation, if part of the management plan;
- (6) Preserve historic trees;
- (7) Otherwise promote the intents and purposes of this chapter.

(d) Notwithstanding anything herein to the contrary, no person shall:

- (1) Destroy, damage or log any trees which have been designated by the county or other appropriate agency as threatened, endangered or historic; or
- (2) Conduct logging operations within fifty (50) feet of any lands that are residentially designated, zoned, used or occupied. 60.5.2. Authority to require removal of trees.

The Board of County Commissioners may, after such notice as is reasonable under the circumstances, order the removal of dead, damaged or diseased trees on private or public property when such trees:

- (1) Constitute an imminent threat to life or (b) Variance. Upon application by the property; or
- (2) Harbor pest insects which threaten other trees in the area; or
- (3) Are diseased with a disease that threatens other trees in the area.

The owner of the property upon which the tree is located shall remove the tree within the time specified by the Board. Failure to comply with the Board's order shall authorize the County to enter upon the property and remove the tree and bill the owner for the expense thereof.

Sec. 60.6. Variances.

The <u>, the</u> preservation of any tree on the preferred tree replacement species list with a trunk diameter of identified as a protected tree over twenty-four (24) inches and greater measured four and one-half (4½) feet above the ground [Diameter at Breast Height (DBH)]DBH may be considered as the basis for the Planning and Development Director, or his or her designee, granting of a variance from the required replacement ratios or the literal application of the provisions of this chapter. Conditions of a variance so granted shall be made a part of the arbor permit. Sec. 60.7. Appeals.

Any affected person, as hereafter defined, aggrieved by any decision made in the application of this chapter may file a written appeal with the Tree Committee in accordance with the provisions of this section. Pursuant to the county's land development regulations a. An "affected person" is the person, firm, corporation or other legal entity making an application for a permit pursuant to this Chapter or that is the subject of any enforcement action pursuant to this Chapter.

- (a) The appeal shall be filed not later than fifteen (15) days from the date on which the disputed decision was rendered;
- (b) The fee for filing an appeal shall be paid when the appeal is filed. The amount of the fee shall be established by resolution of the Board of County Commissioners.
- (c) The hearing on the appeal shall be held within sixty (60) days of the date of filing of the appeal.
- (d) After a full and complete hearing on the appeal, the Tree Committee shall, within fifteen (15) days of said hearing, render its decision in writing either affirming, overruling, or modifying the decision of the administrative official, agency or body variance to site development and landscape requirements may be granted to allow for the preservation of a healthy specimen tree as defined in this article.

Sec. 60.8. Effect of violations upon building permits and final approvals.

No building permits shall be issued on lands where violations of this chapter are found to exist by the Planning and (c) <u>Enforcement Official</u>. The Development <u>Services</u> Director or designee, <u>until such time as appropriate remedial action is approved by the code enforcement officer, or other</u> county. Final approval <u>designees</u> shall not be given <u>empowered</u> to any construction until all violations have been corrected.

Secs. 60.9-60.20. Reserved

PART 2. CUTTING, DESTRUCTION, REMOVAL, ETC.Sec. 60.21. Permit required.

- No person shall, directly or indirectly, cut down, destroy, remove, move, or effectively destroy through damaging, or authorize the cutting down, destroying, removing, moving, or damaging any living trees situated on property described herein without a permit as herein provided. No County official, employee or agent shall issue a permit provided <u>citations and</u> <u>evaluate a site</u> for herein in violation of the requirements of this chapter <u>its compliance with</u> <u>this Chapter and Chapter 53 of the Seminole County Code.</u>
- (§ 8.21, LDC, through Supp 16; § 9, Ord. No. 94-5, 3-22-94).
- Sec. 60.(d) Appeals. Any person adversely affected by the decision of a county official in the enforcement or interpretation of this article may appeal such decision to the BCC within thirty (30) days. Such appeal shall be made by requesting a hearing in writing to the Development Services Director, or his or her designee. Such request shall include a summary of the decision being appealed and the basis for the appeal. Any person adversely affected by the BCC's decision may file a petition for a writ of certiorari in the Circuit Court of the County.
- (e) Penalty for violation. Violations of this article shall be subject to the following:
 - (1) Where violations of this article have occurred, remedial action shall be taken to restore the property consistent with a restoration plan approved by the Development Services Director, or designee. The restoration plan shall include payment of the required application fee, require tree replacement, and require mitigation of any other damage to

the property. Remedial action must be taken within 60 days of receipt of notice of violation or as approved by the Development Services Director, or designee.

- (2) No certificate of occupancy or certificate of completion shall be issued for any development until all applicable permits or restoration plan conditions have been accomplished.
- (3) Trees removed without a permit or destroyed or which received major damage in violation of Section 60.8 must be replaced before the issuance of a certificate of completion or certificate of occupancy by any or any combination of the following:

a. A comparable size and type tree;

- <u>b.</u> Replacement at a two (2) to one (1) ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed, destroyed or damaged. Replacement trees shall be chosen from the canopy trees listed in Sec. 30.1236; or
- c. Payment into the Arbor Trust Fund in an amount equal to the cost of the two (2) to one (1) caliper ratio replacement per Section 60.7(e)(3)b, above.
- (4) Specimen trees removed without permit or destroyed or receiving major damage in violation of section 60.8 must be replaced by any of or any combination of the following:
 - a. Replacement at a four (4) to one (1) ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the specimen trees removed. Replacement trees shall be chosen from the canopy trees listed in Chapter 30. All trees shall be installed before issuance of a certificate of completion or certificate of occupancy; or
 - b. Payment into the Arbor Trust Fund in an amount equal to the cost of the four (4) to one (1) caliper ratio replacement per Section 60.7(e)(4)a. above.
- (5) Failure to comply with required remedial action shall be referred to the Code Enforcement Board.
- (6) If the County Code Enforcement Board finds any person in violation of any provision of this article or any condition of any permit issued pursuant to this article, then that person shall be subject to the tree replacement requirements of Section 60.7(e) or penalties as described in 60.7(e). Each tree, removed, damaged or destroyed, may constitute a separate offense and violation of this article. Each day that a violation of any provision of this article or any permit condition is allowed to continue, including the failure to replace any tree removed, damaged or destroyed pursuant to the provisions of this article, may constitute a separate offense and violation of this article.
- (f) Rules and regulations. The BCC is hereby authorized to adopt by resolution such rules and regulations as are necessary or proper to implement this article.
- (g) Tree replacement fees. To cover the cost of replacing the trees, including materials and labor, fees shall be paid into the Arbor Trust Fund and are established at a rate per caliper inch basis (insert reference to fee schedule here). Trees removed without a permit or destroyed or which received major damage in violation of Chapter 60 will require a replacement fee two (2) times the fee established in the fee schedule.

60.8. - Tree protection and maintenance during and after development and construction.

- (a) Following development approval, it shall be unlawful for any person, during the construction of any structures or other improvements, to place solvents, material, construction machinery or soil deposits within the drip-line of any tree which is designated to remain.
- (b) It shall be the responsibility of the permittee to ensure that any tree or stand of trees designated to remain be protected with protective barriers during construction. Barriers for the designated protected trees shall be in place prior to any land clearing occurring near protected trees designated to remain. The property owner shall guarantee survival of retained or replacement trees for one (1) year from the issuance of a certificate of completion, or until the issuance of a certificate of occupancy on single-family residential lots. All trees installed to meet the requirements of this article shall be planted and irrigated in accordance with Chapter 30.
- (c) Protective barriers shall be placed at points not closer than six (6) feet from the base of the tree or at the radius of distance of one (1) foot radius for every one (1) inch of diameter of tree or stand of trees, whichever is greater to a maximum of twenty four (24) feet from the center of the tree. If circumstances exist that require encroachment of the drip-line, the Development Services Director, or designee may use discretion in allowing the barriers to be placed closer to the tree trunk. No attachments or wires other than those of a protective or nondamaging nature shall be attached to any tree.
- (d) Protective barriers shall consist of three (3) foot tall temporary fencing with posts spaced six (6) feet apart and linked together with brightly colored net fence fabric.
- (e) The Development Services Director, or designee may conduct periodic inspections of the site. It is the responsibility of the property owner and the permittee to ensure that all provisions of this article are met.
- (f) Impervious surfaces placed beneath the drip line of any preserved tree shall not exceed forty percent (40%) of the drip-line area and shall not be placed closer than six feet from the trunk of any such trees without prior approval from the Development Services Director, or designee.
- (g) All preserved trees shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided, if necessary, to maintain the natural existing soil level of at least seventy-five percent (75) of the drip line.
- (h) Trees planted or retained as required by this article shall not be trimmed or severely pruned so as to appear stunted. Trees shall be pruned as needed to maintain health and form in such a way that retains or improves the natural form of that tree species. All tree pruning shall be conducted according to the latest edition of the Natural Arborist Association Standards. Trees damaged or destroyed due to improper trimming or severe pruning shall be replaced in accordance with Section 60.7.

<u>60.9. - Recommended, replacement, restricted, and specimen trees.</u> Page 288 of 303 (a) <u>Recommended stock.</u> The following tree replacement species are suggested because they are native to the region and/or their proven performance in Central Florida. The canopy trees listed in Chapter 30 Part 14 Approved Plant List Table or from the Florida Friendly Landscaping Guide may be used as replacement stock without prior approval.

All other replacement trees must be approved by the Development Services Director, or designee.

- (b) *Restricted stock.* All plants listed on the Florida Exotic Pest Plant Council list, categories I and II may not be used as replacement stock within the unincorporated areas of the county due to their exotic invasive nature or otherwise undesirable characteristics.
- (c) Specimen trees. Reasonable efforts should be made to preserve specimen trees. A permit to remove a specimen tree shall be granted when one or more of the following items do not allow for reasonable options to preserve the tree(s):
 - (1) Grading and drainage requirements within the drip line of canopy trees;
 - (2) The construction of a building;
 - (3) The installation of required utilities; or
 - (4) Access to and immediately around proposed structures.

If approved for removal by the Development Services Director or designee, specimen trees shall be replaced at a ratio of two (2) to one (1) of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed. Commercial lots under ten thousand (10,000) square feet shall be required to replace specimen trees at a one-to-one ratio of the cumulative caliper of the trees installed to the cumulative DBH of the trees removed.

- (d) <u>Replacement</u>. Protected trees identified for removal on the tree survey, shall be replaced by trees identified as canopy trees listed in Chapter 30, Part 14, Approved Plant List Table. Replacement trees may include trees planted in landscape areas, open spaces and on individual lots.
 - (1) Replacement of non-specimen trees shall be based on a one-to-one ratio of the cumulative DBH of the trees to be removed to the cumulative caliper of the trees to be installed. (For example: a 21" DBH tree to be removed shall be replaced by seven (7) 3" Caliper trees or three (3) 7" Caliper trees, or any combination of replacement trees that total the total DBH removed.) Specimen trees shall be replaced on a two-to-one ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed. Notwithstanding the replacement requirements of this paragraph, Section 60.9(d), no applicant may be required to replace more than ninety caliper inches per acre (prorated for fractional acres) for each development approval or permit, as the case may be, upon demonstration that the applicant has avoided the removal of protected trees to the maximum extent practicable. The replacement requirements of this paragraph shall not apply to pine trees harvested during a *bona fide* silvicultural operation.
 - (2) All replacement trees are to be Florida Nursery Standard #1 or better.

- (3) Canopy trees used for replacement shall be a minimum of ten (10) feet in height and have a caliper no less than three (3) inches.
- (4) Understory trees shall not make up more than twenty-five percent (25) of the total number of trees planted to meet the required replacement for the site. Understory trees used for replacement shall be a minimum of four (4) feet in height and have a caliper no less than one and a half inches.
- (5) Palm trees listed in the recommended stock may be used as replacement trees with the following ratio: one (1) inch of palm caliper = .33 inches of canopy or understory tree. Palm trees may not account for more than twenty (20) percent of the required replacement trees.
- (6) Healthy, as determined by a certified arborist, preserved trees on site, including protected trees and trees listed as canopy trees in Chapter 30, shall count toward meeting the replacement requirements of this Section per the following:
 - a. The cumulative DBH of specimen trees preserved on site shall count two (2) to one (1) toward meeting the total replacement requirement.
- (7) Trees located within a designated conservation area shall not count toward replacement requirements of this article.
- (8) If the Development Services Director determines that the number of trees to be planted is unfeasible, then the applicant can account for the remainder of the required caliper inches by paying the fee per caliper inch (insert reference to fee schedule) into the Arbor Trust Fund.
- (9) When ten (10) or more trees are required to be planted on a site to meet the requirements of this Chapter, a mix of trees shall be provided at least one (1) of which shall be native to the Central Florida Region and no single tree species may constitute more than fifty (50) percent of the trees planted. The minimum number of species to be planted is set forth below.

REQUIRED MIX OF TREE SPECIES

Required Number of Trees Planted	Minimum Number of Species
10-20	2
21—30	3
31—40	4

/1+	5
41+	J

Sec. 60.22. 10. – Permit application and Procedures-.

The following procedures shall be followed and shall govern the granting of all permits pursuant to this Chapter:

- (a) *Application*. Permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application in a form prescribed by the Planning and Development <u>Services</u> Director, or his or her designee, to the following appropriate public bodies:
- (1) In the case of a subdivision development, an application for an arbor permit shall accompany the preliminary subdivision plan of said subdivision and shall be submitted to the Development Review Division for review. The Development Services <u>Director or designee, shall have final authority over the approval or denial of</u> <u>applications for permits in such instances. Approval of the final engineering plans</u> <u>shall constitute approval of the arbor permit, provided however that no clearing</u> <u>pursuant to the arbor permit shall commence until the site permit has been issued for</u> <u>the final engineering plans;</u>
- The arbor permit submittal information included with the preliminary subdivision plan may be limited to an aerial photograph or drawing of the areas where trees are proposed for removal or relocation. Upon submittal of final engineering plans for a subdivision, the applicant shall provide all information required in Section 60.22(b) and (i). The Planning and Development
- (2) In the case of any development which requires site plan approval by the Planning and Zoning Commission, the Board of County Commissioners, or both; permits for removal, relocation or replacement of trees covered herein shall be obtained by making application at the time of site plan submittal to the board charged by law, ordinance or regulation with the approval of said site plan. In those cases where a site plan is required to be approved by both the Planning and Zoning Commission and the Board of County Commissioners, the decision of the Planning and Zoning Commission with respect to the treearbor permit application shall be recommendatory only, and the Board of County Commissioners shall make the ultimate decision as to whether to grant or deny said application for permit. Staff

evaluation of the appropriateness of the application will be included in their recommendation to the Board of County Commissioners and approval of the site plan shall constitute approval of the arbor permit;

- (3) In the case of a vacant single family lot development involving tree removals, an application for an arbor permit shall accompany the building application for said lot and shall be submitted to the Building Division for approval reviewed and approved by the Natural Resource Officer; or
- (4) In all cases, other than those described in subsections (1), (2) and (3) above, permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application to the Planning Division.
- (b) Submittals. All applications shall be accompanied by such permit fee as shall, from time to time, be established by duly adopted resolution by the Board of County Commissioners; provided, however, that governmental agencies are exempted from permit fees. Each application for a permit to remove, relocate or replace trees covered herein shall be accompanied by a written statement indicating the reasons for removal, relocation or replacement of trees and two (2) copies one (1) copy of a legible site plan drawn to the largest practicable scale, but need not be certified by a registered surveyor, indicating with the following: information;

(1) Location of all existing or(1) A sealed or certified tree survey prepared by a professional surveyor. The tree survey shall have been completed within two (2) years from the date of the application. Each survey shall indicate the following information:

a. Property boundaries.

b. All protected trees described and preserved trees, as defined in this article, shall be identified with the following information:

- 1. Location
- <u>2. DBH.</u>
- 3. Common name
- 4. Identification of specimen trees, if appropriate

(2) In addition to the tree survey, each tree removal application or request shall provide a landscape prepared by a professional landscape architect containing the following information:

a. A table based on caliper inches that lists the surveyed trees proposed for protection and removal

b. An indication of the trees to be preserved and protected

c. Identification of existing utilities and proposed easements

- d. Identification of waterbodies, wetland and other conservation areas
- e. An indication of existing and proposed improvements to the site, including proposed grading plan
- f. A table based on caliper inches that lists and sums the removed trees, the tree replacement calculations and any potential tree mitigation calculations, including a schedule of trees to be planted indicating species, size, caliper, and location per Section 60.9
- g. Location of all existing and proposed structures, improvements and site uses, properly dimensioned in reference to property lines, setback and yard requirements in spatial relationship.
- (2) Proposed changes, if any, in site elevations, grades and major contours;
- (3) Location of existing or proposed utility services and easements;

(4) Location of all trees on-site which have a minimum DBH of three (3) inches designating the trees to be retained, removed, relocated, or replaced.h. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number and type of trees noted when they are to be removed, relocated or replaced. Trees with a DBH of twenty-four (24) inches and greater shall be identified by species and diameter measurement. Trees to be removed, relocated or replaced shall be labeled by (common or botanical name) on the site plan;

- (5) Tree information required above shall be summarized in legend form on the plan and shall include the reason for the proposed removal, relocation or replacement; and
- (6) Applications involving developed properties may be based on drawings showing only that portion of the site directly involved and adjacent structures and landscaping on natural growth incidental thereto.
- (c) *Tree preservation*. For trees that are to be saved or retained, each application must contain a statement of how these trees or tree areas are to be protected during construction and landscape operations;
- (d) Application review. Upon receipt of a proper application, the appropriate body or agency shall review said application. The review may include, but need not be limited to, a field check of the site and referral of the application for recommendations to other appropriate administrative departments or agencies. The designated public agency or body shall take all steps to assure that a decision is made on the application within thirty (30) days; provided, however, that, in the case of site plan approval, a decision on an application shall be made within the time required for site plan approval; and provided,

further, however, that, if more time is required to process any application, a request in writing stating a specified extension of time shall be made to the applicant for his or her approval. If the request for extended process time is rejected by the applicant, an approval, conditional approval or denial of the application shall be issued without undue delay; provided, further, however, that expiration of the review time does not entitle the applicant to remove the trees which are the subject of the application.

- (e) *Issuance of permits for removal.* No permit shall be issued for tree removal unless one (1) of the following conditions exists:
 - (1) The tree is located in a buildable area, yard area or right-of-way where a structure or improvement is to be placed and for which a permit application has been filed, and/or it unreasonably restricts the permitted use of the property;
 - (2) The tree is diseased or injured or in danger of falling on pedestrians, vehicular traffic or in such proximity to existing or proposed structures so as to endanger such structures;
 - (3) The tree interferes with utility services or creates unsafe vision clearance;
 - (4) The tree is diseased or infested with a condition that will require removal of the tree to prevent the transmission of the disease or infestation.
- (f) *Relocation or replacement.* As a condition of the granting of a permit, the applicant may be required by the Planning and Development Director, or his or her designee, to relocate or replace (with authorized replacement trees) the trees being removed. Replacement trees, when required, will be provided based on the DBH of the trees being removed and the caliper (trunk diameter measured one foot above the ground) of the replacement stock trees. A site plan depicting the proposed location of the replacement trees is required as part of the permit application. The replacement standards below will apply, provided, however, that under no circumstances shall the number of required replacement trees exceed 250 trees per acre.

TREE REPLACEMENT STANDARDS

In determining the required relocation or replacement of trees, the following shall be considered:

(1) Existing tree coverage;

- (2) Number of trees to be removed and retained. Special consideration will be given to the retention of Florida native species and trees with a DBH of twenty-four (24) inches or larger;
- (3) Area to be covered with structures, parking, and driveways;
- (4) Topography and drainage of the site and its environs;
- (5) Character and ecology of the site; and
- (6) Characteristics and amount of trees, shrubs and grass proposed for planting on the site by the applicant. Special credit may be given in consideration of planting of trees that exceed the minimum diameter requirements or are selected from the "Preferred Tree Species" list.
- (g) Alternatives to standard tree replacement. If the total number of trees required cannot be reasonably accommodated on a site, the total caliper inches shall be met by the placement of fewer, but larger, trees on the site, as approved by the Planning and Development Director, or his or her designee;

(h) When ten (10) or more trees are required to be planted on a site to meet the requirements of this chapter, a mix of trees shall be provided at least one (1) of which shall be native to the Central Florida Region and no single tree species may constitute more than fifty (50) percent of the trees planted.

- (i) Permit form. Permits shall be issued in such form as may be prescribed by the Planning and Development <u>Services</u> Director, or designee, and may set forth in detail the conditions upon which the permit is granted. One (1) permit may cover several trees or groups of trees as long as the same can be clearly identified thereon; provided, however, that, no permit may be issued for more than one (1) parcel or area of land unless said parcels or areas of land are contiguous to one another; and
- (j) (f) Permit expiration. Any permit issued under this ordinance shall automatically expire twelve (12) months after issuance, or, when issued as part of a building permit, at the time of expiration of the building permit, whichever is later.
- (k) (g) Stop Work Order. Whenever any work is being done contrary to the provisions of this ordinance, the Planning and Development Services Director, or designee, may order the work stopped by serving written notice on the holder of the permit or the person(s) at the work site.
- Sec. 60.23. Replacement stock.5.1. Logging.
- (a) Except as to activity conducted on land classified as agricultural land pursuant to Section 193.461, Florida Statutes (2003), no person shall engage in logging operations without first obtaining a logging permit.

- (b) Each application for a logging permit shall comply with all applicable conditions and recommendations outlined in the Florida Department of Agriculture and Consumer Services' publication titled "Silviculture Best Management Practices". Applications shall describe in detail the lands to be logged, the size and types of trees to be logged, the term of operations, the months during which trees will be logged, the procedures for safeguarding trees not to be logged, procedures for restoration of altered terrain, procedures for preventing erosion and pollution, and to what extent reforestation is to occur. (a) In all cases wherein this chapter requires replacement of any tree removed, said replacement shall be made with "replacement stock." Replacement stock is hereby defined as any immature tree, other than palm trees, with a minimum diameter of two (2) inches at one (1) foot above ground level (i.e. two (2) inch caliper) and having a height of at least eight (8) feet. Replacement stock shall be maintained by the permittee until replacement stock meets the definition of a tree as defined in Chapter 2. Any dead or substantially damaged tree under maintenance shall be replaced with same kind within thirty (30) days of notification. Trees listed as Category I or Category II invasive exotics identified in the Florida Exotic Pest Plant Council's List of Invasive Species shall not qualify as replacement stock.
- (b) The following suggested tree replacement species were selected for their hardiness, disease or pest resistance. It is not the intent to limit acceptable species (except as herein set forth), but rather to provide adequate guidelines in the selection of replacements. All replacement trees shall be Florida Nursery grade Number 1. Tree species must be approved in advance by the Planning and Development Director, or his or her designee, except for the following trees which may be used as replacement stock without prior approval:

Preferred Tree Species List

- (1) American Elm (Ulmus americana);
- (2) American Holly (Ilex opaca);
- (3) American Hornbean (Carpinus caroliniana);
- (4) Box Elder (Acer negundo);
- (5) Bald Cypress (Taxodium distichum);
- (6) Carolina Basswood (Tilia americana var caroliniana);
- (7) Dahoon Holly (Ilex cassine);
- (8) Devilwood (Osmanthus americanus);
- (9) Laurel Oak (Quercus laurifolia);
- (10) Live Oak (Quercus virginiana);
- (11) Loblolly Bay (Gordonia lasianthus);
- (12) Loblolly Pine (Pinus taeda);
- (13) Longleaf Pine (Pinus palustris);
- (14) Persimmon (Diospyros virginiana);
- (15) Pignut Hickory (carya glabra);

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- (16) Pond Cypress (Taxodium ascendens);
- (17) Pond Pine (Pinus serotina);
- (18) Red Bay (Persea borbonia);
- (19) Red Maple (Acer rubrum);
- (20) Sand Live Oak (Quercus geminata);
- (21) Scrub Holly (Ilex opaca);
- (22) Silk Bay (Persea humilis);
- (23) Slash Pine (Pinus eliottii);
- (24) Southern Magnolia (Magnolia grandiflora);
- (25) Southern Red Cedar (Juniperus silicicola);
- (26) Swamp Tupelo (Nyssa sylvatica biflora);
- (27) Sweetbay (Magnolia virginiana);
- (28) Sweetgum (Liquidambar styraciflua);
- (29) Sycamore (Platanus occidentalis);
- (30) Tulip Tree (Liriodendron tulipifera);
- (31) Turkey Oak (Quercus laevis); and
- (32) Winged Elm (Ulmus alata).

Acceptable Tree Species List

- (1) Carolina Ash (Fraxinus caroliniana);
- (2) Carolina Laurel Cherry (Prunus caroliniana);
- (3) Eastern Cottonwood (Populus deltoides);
- (4) Hackberry (Celtis laevigata);
- (5) River Birch (Betula nigra);
- (6) Shumard Oak (Quercus shumardii);
- (7) Swamp Bay (Persea palustris);
- (8) Myrtle Oak (Quercus myrtifolia); and
- (9) Sand Pine (Pinus clausa).

Other native and non-native species may be acceptable for use but will require County approval prior to planting.

(c) *Planting setbacks.* All replacement and new trees shall be planted at least four (4) feet away from any building, sidewalk, road or structure.

(§ 72, Ord. No. 87-1, 2-10-87; § 8.23, LDC, through Supp 16; Part XXII, § 3, Ord. No. 92-5, 3-30-92; Part VI, § 3, Ord. No. 93-1, 2-23-93; § 11, Ord. No. 94-5, 3-22-94; Ord. No. 04-3, § 13, 1-13-04).Sec. 60.24. Authority to impose fines and county arbor violation trust fund.

- (a) The Code Enforcement Board, after notice and hearing, is authorized to impose fines, in amounts not to exceed those shown in subsection (b), for removal of trees without an arbor permit or removal of trees in excess of those authorized by an arbor permit.
- (b) Fines shall be calculated on the basis of the following table:

If the DBH of the tree(s) removed cannot reasonably be determined then there shall be a rebuttable presumption that the DBH of each tree removed was in excess of twelve (12) inches but less than twenty-four (24) inches. If the number of trees removed cannot reasonably be determined then there shall be a rebuttable presumption that the density of the trees removed was one hundred (100) trees per acre and the number of trees removed shall be calculated using that density applied to the areas cleared. The maximum fine per acre shall not exceed ten thousand dollars (\$10,000.00).

- (c) All fines shall be in addition to and not in lieu of the requirement to plant replacement trees as specified in Section 60.22(f) of this chapter.
- (d) An arbor violation trust fund is hereby established by the county for deposit of fines paid to the county. All monies deposited hereunder shall be deposited in the arbor violation trust fund, which shall be a separate account established and maintained apart from the general revenue fund of the County. All money in this fund shall be used for the planting of trees in the County and the administrative costs incurred in enforcing this ordinance as authorized by the Board of County Commissioners. The arbor violation trust fund shall be self-perpetuating from year to year unless specifically terminated by the Board of County Commissioners.
- (§ 12, Ord. No. 94-5, 3-22-94; Ord. No. 04-3, § 14, 1-13-04).
- A reforestation plan indicating all appropriate cover and plantings shall be submitted with all applications for logging permits unless waived by the Development Services Director, or his or her designee, based upon his or her determination that submission of a plan would not further the public interests based upon future development conditions that will relate to the site. The Development Services Director, or his or her designee, upon receipt of said application, may require such additional information as deemed necessary to meet the intent and purposes of this Chapter;
- (c) The Development Services Director, or designee, may, in granting a logging permit, place such reasonable conditions or restrictions upon the same as deemed necessary to:
 - (1) Protect trees not permitted to be logged
 - (2) Buffer logging operations from waterways, parks, and residentially designated, zoned, occupied or used lands.

- (3) Guarantee restoration of terrain to a degree necessary for the prevention of erosion and protection of flora
- (4) Prevent pollution
- (5) Insure reforestation, if part of the management plan
- (6) Preserve historic trees
- (7) Otherwise promote the intents and purposes of this Chapter
- (d) Notwithstanding anything herein to the contrary, no person shall:
 - (1) Destroy, damage or log any trees which have been designated by the county or other appropriate agency as threatened, endangered or historic; or
 - (2) Conduct logging operations within fifty (50) feet of any lands that are residentially designated, zoned, used or occupied.

25. Relocation of removed tree onto other property.

Where a tree is to be removed under the provisions of this chapter, the County may, with the consent of the property owner, relocate the tree at the County's expense to County-owned property for replanting, either for permanent utilization at the new location or for future use for another public purpose. If the County does not elect to relocate any such tree, it may, with the consent of the property owner, give any citizen of the County the right to acquire any such tree at the citizen's expense for relocation on private property within the County. If consent is given, the consenting property owner shall be provided with an agreement that no damage will occur to the property from which the tree is removed during the relocation process. The County Manager or other agent designated by the Board of County Commissioners shall establish procedures for notification of the availability of trees for private relocation and shall set forth the manner in which such relocation shall be established. It is intended that the private relocation of trees shall be on a first-come-first-served basis and for the individual benefit of the citizens and not for profit. Nothing in this section shall be construed as preventing a property owner from relocating or selling trees removed; provided, however, that said owner shall provide reasonable assurance to the agency or body granting the tree removal permit that said tree shall not be damaged or destroyed in the process of relocation.

Chapter 80 – Construction Permits

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SEC. 80.4 – COMPLIANCE REQUIREMENTS

- (a) Submittals. The following information shall be provided by applicants for all permits
 2 under this Chapter: the name, local address and phone number of applicant; the date; the precise description of the work proposed, including two (2) sets of final engineering plans,
- 4 signed sealed and stamped "approved for construction" by a registered professional engineer; the location of the work, any special conditions; the expected starting and completion dates;
- 6 and any other submittals and information as may be required by the county engineer to reasonably exercise his authority hereunder.
- 8 (b) *Insurance*. Unless specifically required by the Board of County Commissioners or the county engineer, the permit shall not be effective for any purpose whatsoever until applicant, or
- 10 his designated representative, delivers to the Seminole County Engineer a certificate of liability insurance evidencing bodily injury and property damage coverage equal to or in excess of the
- 12 following limits: one hundred thousand dollars (\$100,000.00) per person; three hundred thousand dollars (\$300,000.00) per occurrence; and fifty thousand dollars (\$50,000.00) property
- 14 damage. Said certificate of insurance shall name the County of Seminole as an additional insured, shall be effective for all periods of work covered by this permit, and shall be in a form
- 16 and issued by an insurance company acceptable to county.
- (c) Approving authority. The county engineer shall have the authority to approve or denyapplications.
- (d) Appeals. Any party claiming to be aggrieved by a decision of the approving authorities
 20 may appeal to the Board of County Commissioners by filing a notice of appeal with the approving authority within thirty (30) days of the date of denial.
- 22 (e) *Time limit.* The permit shall be considered valid for sixty (60) days beginning on the date of issuance. If work does not commence by the sixtieth (60th) day, the permit shall be
- 24 considered void and reapplication will be necessary. Work must be completed by the completion date indicated on the application. Work not completed by the completion date will
- 26 be subject to stop work order, re-application, additional fee or other remedy as may be required by the Board of County Commissioners.
- 28 (f) <u>Construction and Demolition Hours: Construction, drilling, demolition, land clearing, and</u> filling operations may only occur between the hours of 7:00 am and 7:00 pm on weekdays and
- 30 <u>Saturdays. No such activities shall occur on Sundays or holidays unless special written approval</u> is granted by the County Manager specifying days and hours. These time limitations do not
- 32 apply to any public service utility emergency or work being performed by the County.

(g) Compaction Method. With the exception of hand-held, small walk behind or mini

34 compactors, the compaction of soil during construction, land clearing and filling operations shall

only occur by the use of non-vibratory compaction methods unless approved by the County

- 36 <u>Engineer or designee.</u> The use of vibratory or dynamic compaction shall be on a case by case basis and typically not permitted within the County right-of-way or within 150 feet of any
- 38 <u>structures which are considered critical work zones</u>. The use of vibratory compaction within <u>critical work zones requires approval of the County Engineer or designee and may require</u>
- 40 <u>vibration testing and structure monitoring in accordance with FDOT standards and</u> <u>specifications.</u>

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FUTURE LAND USE ELEMENT INTRODUCTION

		Corresponding	
	Proposed Text Change	LDC	Comments
		Revision(s)	
R۸	SIS FOR UPDATES OF THE FUTURE LAND USE	net islon(s)	
	EMENT	NA	Clarify, update, delete unnecessary commentary
Fut (ind Am	ninole County may periodically update or amend the ure Land Use Map, Future Land Use Element text cluding the Goal, Objectives and Policies) or both. ong the justifications for updating or amending this t of the Comprehensive Plan are:		diffecessury confinentary
•	Amendments to respond to the findings of an		
0 0 0	Evaluation and Appraisal Chapter 163, Part II of Florida Statutes requires all local governments to evaluate their comprehensive plans every seven years. Prior to enactment of Chapter 2011-139, Laws of Florida (House Bill 7207) to amend Chapter 163, Part II, Florida Statutes, the evaluation required extensive review of each plan element; reports on achievement and lack thereof; a report to meet requirements of the State Land Planning Agency; and identification of necessary Plan amendments. After 2011, emphasis shifted to a review to ensure compliance with changes in State Law and local governments were encouraged to identify amendments to respond to changed local conditions. Changes in State Law New or amended legislation by the State of Florida		
0	may necessitate changes in the Future Land Use		
—	Element. -Local governments need not wait until their next scheduled Evaluation and Appraisal to amend comprehensive plans in response to changes in State Law.		
•	Changes in Local Conditions Major new regional facilities (such as the SunRail		
	commuter train); participation in regional planning efforts (such as the Central Florida Regional Growth Vision "How Shall We Grow?" may require Future Land Use element updates.		
0	Expansion of existing regional or local facilities and employment centers (such as approvals for expansion of a runway at Orlando Sanford International Airport in 2012) may require Future Land Use element updates.		
0	Changes in the local or regional economic and market conditions; identification of declining or blighted areas and plans to revitalize them; or identification of historic, environmentally or archaeologically		

 significant areas may require Future Land Use element updates. Small Area Plans written in response to locally 	
identified needs; amendments to the Home Rule	
Charter; state or federal regulations, laws and special	
area designations; and neighborhood preservation	
efforts requested by associations located near changing areas may require Future Land Use element	
updates.	
• Achieving consistency with Joint Planning Agreements	
 between Seminole County and its municipalities. Requests and Applications from Private 	
 Requests and Applications from Private Property Owners 	
 Existing or allowable uses may no longer be feasible 	
due to construction of public facilities, or changes in	
development patterns may require Future Land Use element updates.	
 Changes in market conditions that render a property 	
unusable for the current designation may require	
Future Land Use element updates.	
The Future Land Use Element must be coordinated with	
the comprehensive plans of cities within the County, with	
the comprehensive plans of adjacent counties, and the plans of the Seminole County School Board. The Element	
must also be consistent with the East Central Florida	
Strategic Regional Policy 2060 Plan, and Central Florida	
Regional Growth Vision.	
The comprehensive plan of a community is intended to	
serve as a guide for capital improvements programming, and the basis for land development regulations. If the	
comprehensive plan is based on obsolete information or	
does not reflect current conditions, the plan cannot serve	
its intended functions.	

OBJECTIVE FLU 1: NATURAL, HISTORIC AND ARCHAEOLOGICAL RESOURCES

Proposed Text Change	Corresponding LDC Revision(s)	Comments
Policy FLU 1.3 Wetlands Protection	NA	
The County shall implement the Environmentally Sensitive Lands Overlay Area through the regulation of development consistent with <i>Policy CON 7.4 Wetland Regulation</i> <i>Buffers, Performance Standards and Compatibility</i> <u>Policies</u> <u>CON 7.4, FLU 1.9, and FLU 1.10</u> , which includes the following:		Lists specific policies related to the Environmentally Sensitive Lands Overlay (ESLO)
A Requires a 15-foot minimum, 25-foot average		

		. "	
		Corresponding	6
	Proposed Text Change	LDC	Comments
		Revision(s)	
	wetland buffer in areas outside of the Wekiva River Protection Area and Econlockhatchee River Protection Area.		Existing requirement from
e	 B Require a 25-foot minimum, 50-foot average wetland buffer within the Wekiva River Protection and Econlockhatchee River Protection Areas. C Requires adherence to performance standards for uses such as boardwalks, docks and gazebos that may directly impact a locally significant wetland physically. 		Policy FLU 12.9 (WRPA) and Sec. 30.1085 (Econ Protection), repeated here for convenience
	 Limits disruption of locally significant wetlands to projects that involve construction of, or improvement of, facilities that benefit the general public. E Requires dedication to the County of all post-development wetlands as conservation 		
	easements.		
Ро	licy FLU 1.7 Performance Standards for Management of Archaeological Resources Located on Proposed Development Sites	NA	Revised for clarity
als or ar (s de	any sites with a potential of <u>for</u> archaeological finds are so located on or near wetlands and/or floodprone areas, within the protection areas established for the Wekiva and Econlockhatchee River Basins. As a result, restrictions uch as setbacks from sensitive areas) governing the evelopment of <u>many</u> <u>such</u> sites <u>with potential of</u> chaeological finds are already in place.		
wl wi in Se Ju sh	ased on <i>Exhibit FLU: Areas of Archaeological Potential,</i> hich was created with a Phase I survey and was created ith using the predictive model of probability areas found the volume entitled "Cultural Resources Study of eminole County, Florida: Archaeology Volume I", dated one 1994, the County's Land Development Code (LDC) hall be revised by January 2010 2024 to require the llowing:		
	Applicants with properties that may be located within the area marked as <u>having</u> archaeological potential, and that are not also affected by regulations governing wetland areas, floodprone areas, or the protection areas of the Wekiva and Econlockhatchee Rivers, shall be notified that they must provide surveys conducted by certified archaeological consultants or other qualified surveyors that either verify the presence or <u>absence</u> of archaeological resources or verify that such resources are not present.		
В	In areas where archaeological resources, including human remains, are identified through such surveys,		

	Proposed Text Change	Corresponding LDC Revision(s)	Comments
C D.	applicants shall consult with State authorities. If no human remains are found, or if the archaeologist or qualified surveyor concludes that no removal of resources is necessary, the LDC shall require that the area containing archaeological resources shall be managed as an open space asset included and protected within site plans or subdivisions. Because many of the areas of Many development sites having archaeological potential are co-located with located within wetlands, floodprone lands, and/or within the Wekiva River and Econlockhatchee Rivers Protection Areas ₇ . Therefore, conditions of approval, for development where potential archaeological resources may be located, and where an applicant does not provide a detailed survey, shall include provisions that require protection of wet and floodprone areas in compliance with those applicable regulations ₇ . and Conditions of approval shall also require development activities to cease, and consultation with State authorities to take place if human remains are found on site, or with County authorities if cultural resources are found on site.		
Pro Th lar Riv wh pre Vis reg cha con sun de	licy FLU 1.9 Wekiva and Econlockhatchee River bection e County shall continue to regulate development of a along the Wekiva River and the Econlockhatchee ver, and their associated wetlands and tributaries, nich are regionally significant natural areas in need of eservation, per the Central Florida Regional Growth sion, to implement Protection Zone policies and gulations regarding maintaining rural density and aracter in the aggregate, development setbacks, ncentrating permitted development farthest from rface waters and wetlands where permitted, minimizing velopment impacts on water quantity and quality, and stricting open space areas to passive recreational uses.	NA	
A .	Regardless of the future land use designation or zoning classification assigned to any parcel of property located within the Wekiva River Protection Area as defined in Section 369.303(9), Florida Statutes, no development may be approved upon parcels so located unless the proposed development conforms to the provisions of the Wekiva River Protection Act (Part II, Chapter 369, Florida Statutes), and the provisions of this Plan adopted to conform to said Act. See Objectives FLU 12 Preservation of the Rural Character and Natural Resources of the Wekiva		

	Proposed Text Change	Corresponding LDC Revision(s)	Comments
	<i>River Protection Area and FLU 13 Protection of the</i> <i>Natural Resources of the Wekiva Study Area</i> for additional policies regarding the goals of the Wekiva River Protection Area.		
	Notwithstanding any other provision of this Plan, middle schools and high schools shall not be permitted on property located within the Wekiva River Protection Area except for 8.7 acres owned by the Seminole County School Board prior to October 26, 1999, which is located in the East Lake Sylvan Transitional Area, which is depicted in <i>Exhibit FLU: East Lake Sylvan</i> <i>Transitional Area/School Site</i> .		Poviced for clarity
В	The County shall enforce all clearing and building setbacks or protection/buffer zones and areas along the Wekiva River, and the Econlockhatchee River, and such other water bodies as imposed by rules of the St. Johns River Water Management District, any State or Federal agency, or other entity as may be otherwise imposed by law having jurisdiction. provided that a A minimum 200 foot clearing and building setback shall be set required along the Wekiva River, as measured from the ordinary high water elevation or the landward limit of established conservation areas, to serve as a scenic and environmental buffer to maintain the status quo of the natural environment and prevent public harms.		Revised for clarity
С	As additional protection to groundwater and surface water, development activity within the Wekiva <u>River</u> Protection Area, including the placing or depositing of fill within wetlands and the one hundred year floodplain as identified by Federal Emergency Management Agency, shall be prohibited, except in cases of overriding public interest.		

Proposed Text Change Policy FLU 1.14 Conservation of Water Resources The County shall continue its ongoing efforts to conserve water by guiding land development patterns into forms	Corresponding LDC Revision(s) See Part 14, Landscaping, Screening,	Comments Update and clarification: evaluation of landscaping requirements has been done in
that are water-conservative, and <u>on a continuing basis</u> , <u>by</u> examining <u>considering</u> revisions to the Land Development Code that reduce the need for irrigation of landscaping in developed areas. As a part of this effort, the County shall evaluate changes to the landscaping requirements of the Land Development Code (LDC) to determine the feasibility of revising the current regulations. Current regulations encourage use of water conservative irrigation techniques; potential changes include the use of Florida-friendly landscaping materials for a minimum portion of the required open space for nonresidential development. <u>Water conservation</u> measures shall include, but not be limited to, requiring the use of Florida-Friendly landscaping materials in buffers and other landscaped areas.	Buffering and Open Space	accordance with the current wording of the policy.
 Policy FLU 1.15 Water Conservation Programs The County shall also conserve water resources through the continuation of the Seminole County Water Conservation Program, which includes, but is not limited to, the following projects: A. Residential Reclaimed Retrofit Program. As a part of the County's Consolidated Consumptive Use Permit, a five phase program has been initiated to install water reuse lines within the County's Northwest Service Area. Phase 1 was completed in February of 2008; it will ultimately serve 825 houses. Phase 2 will be bid for construction during summer of 2008. Upon completion of Phases 1 and 2 in the Northwest Service Area, approximately one million gallons of potable water a day (mgd) will be saved and irrigation systems in those areas will rely upon reuse water. Phases 3 and 4 will be designed during 2008 and built during 2009. Phase 5 will be designed in 2010. A total offset (savings) of groundwater due to this program is ultimately estimated as 2.62 mgd. Installation of reuse facilities is scheduled presently only for high use irrigation areas, but neighborhoods 	NA	Revisions consistent with changes made to Policy CON 6.2 as part of the 2022 Water Supply Plan Amendments.
 With access to reclaimed water mains can use the Municipal Service Benefit Unit program to acquire reclaimed water for irrigation. B A. Demonstration Garden. Continue, if financially feasible, to operate a "demonstration garden" of Florida-friendly plants at the County's Environmental Studies Center, as well as preparing and 		

Proposed Text Change	Corresponding LDC Revision(s)	Comments
implementing and prepare and implement a new site at the Seminole County Extension Office at Five Points, on US 17-92, in partnership with the Seminole County Master Gardeners, in creating a Water Wise Learning Garden for citizens. The presence of this Garden shall also result in a savings of water by Seminole County.		
Public Education. Continue, if financially feasible, the public education efforts in water conservation through the provision of information via the County's website and presentations on water conservation issues throughout the community (schools, festivals, special events, civic groups and garden clubs). Expand the public education efforts through taping of programming to be aired on Seminole Government Television (SGTV) for a series about environmental issues (including water conservation) and a series of before and after of the Water Wise Learning Garden.		
Enforcement. Continued enforcement of Water Conservation Ordinance 2007–18 2009-24 with a trained team of employees who patrol service areas of the County for violation of water limits. Identification of violators results either in outreach opportunities to educate, or imposition of fines when restrictions are continually disregarded.		
Rain Sensors. Continuation, if financially feasible, of the program for provision of rain sensors for single family homes; a study is underway during 2008 to evaluate whether rain sensors can also be provided to "commercial" water users (which includes multi- family residential uses). Other conservation programs scheduled for completion after adoption of the 2022 Water Supply Facilities Work Plan.		

OBJECTIVE FLU 5 FUTURE LAND USE MAP FOUNDATION

	a "	
	Corresponding	
Proposed Text Change	LDC	Comments
	Revision(s)	
GROWTH MANAGEMENT POLICIES FOR COMPATIBILITY, MIXED USE AND HIGH INTENSITY TARGET AREA DEVELOPMENT; INCREASED VARIETY OF HOUSING OPPORTUNITIES; PREVENTION OF URBAN SPRAWL; SUPPORT OF CENTRAL FLORIDA REGIONAL GROWTH VISION; PERFORMANCE STANDARDS FOR REDEVELOPMENT AND INFILL DEVELOPMENT; COMMUNITIES FOR ALL AGES, INCOMES, AND ABILITIES; AND SUPPORT FOR MULTIMODAL MOBILITY INCLUDING PUBLIC TRANSIT The County shall continue to develop and enforce innovative planning techniques and land development regulations designed to support the Central Florida Regional Growth Vision by protecting residential neighborhoods as distinct, attractive and safe places to live; by allowing residents to "age in place" through a range of housing types, attainable by households of varying needs and income levels; enhancing the economic viability of the community as a part of the diverse, globally competitive regional economy; promoting the efficient use of infrastructure and providing for a multimodal Mobility Strategy that includes a variety of transportation choices; increasing the variety of available housing opportunities at intermediate densities between low-density single family and high density multi-family; and preserving natural resources including public transit where feasible; open space, recreational areas, agricultural/rural areas. The Future Land Use Map series embodies strategies designed to build long term community value, discourage urban sprawl and ensure that public facilities and services	Sec. 8.3, Missing Middle District and Alternative Standards	Broadens the Objective to reflect Missing Middle housing typologies
are provided in the most cost-effective and efficient		
 Policy FLU 5.2 Mixed Commercial/Residential Use Development A The County shall allow properties designated as Commercial on the County's Exhibit FLU: Future Land Use Map to be developed as mixed residential/commercial planned development use, subject to compliance with performance frameworks mixed use development standards in the Land Development Code (LDC). Residential shall be a supporting use within the boundaries of a commercial development, not exceeding 20 percent of net buildable area and 49 percent of total floor area. Gross residential square footage shall be included within the allowable 	Sec. 8.2, Mixed Use Corridor District (MUCD)	Guidelines for mixed use development within a COM future land use designation. Residential limited to support use.

0.35 FAR in the Commen		1	
	cial designation.		
the Commercial land use create opportunities for short travel distances residential areas; supp strategy; and create a	uses will be permitted within designation as an incentive to infill development; maintain between commercial and ort the multimodal mobility range of obtainable housing es consistent with the Central Vision:		
apartments and to density <u>Missing Mic</u> including Live-Work	y units such as condominiums, wnhouses of medium to high Idle dwelling unit typologies, units; and ments, live/work lofts or office	Sec. 8.3.2, Definitions of Missing Middle typologies	Missing Middle housing types allowed.
in order to discourage accomplished by increas through multimodal mo distances between comn creating a range of obt			
	ed . <u>Missing Middle</u>		
<u>Development</u> In General			
"Missing Middle" does not re designation, but to a collecti are incorporated into the purpose of increasing the improving housing affordab of existing public facilities a are intended, but not requin roadway corridors, adjacer	fer to a specific future land use on of housing typologies which Comprehensive Plan for the e variety of housing types, ility, and making efficient use nd services. These typologies red, to be located along major of or in proximity to arterial egular shape or size which do cal suburban development.	Sec. 8.3, Missing Middle District and Alternative Standards	Establishes "Missing Middle" housing types for implementation through the Land Development Code (definitions are in the Introduction Element)
"Missing Middle" does not re designation, but to a collecti are incorporated into the purpose of increasing the improving housing affordab of existing public facilities a are intended, but not requir roadway corridors, adjacer roads, and on parcels of irr not lend themselves to typic	on of housing typologies which Comprehensive Plan for the e variety of housing types, ility, and making efficient use nd services. These typologies red, to be located along major at or in proximity to arterial egular shape or size which do cal suburban development.	Middle District and Alternative	housing types for implementation through the Land Development Code (definitions are in the

Applicability		
 A. With the exception of Live-Work units, Missing Middle typologies shall be permitted in exclusively residential developments in the LDR, MDR, and HDR future land use designations. Development criteria for these typologies shall be provided in the Land Development Code through the MM zoning district. A given development may consist of a single Missing Middle typology, or a mixture of typologies. 		FLU designations where Missing Middle units are permitted
 B. Missing Middle units may also be permitted in conventional residential zoning districts as residential- only projects, subject to applicable standards in the Comprehensive Plan and Land Development Code. 		Zoning districts where Missing Middle units are permitted
C. Maximum density within a Missing Middle development shall be governed by the applicable future land use designation, or the Urban Centers and Corridors Overlay subject to the provisions of Policy FLU 5.17(C).		Maximum allowable densities
D. In Office and Commercial future land use designations, Missing Middle units shall serve a support function to a principal office or retail use on a development site. Gross residential square footage shall be limited to 20 percent of net buildable area and 49 percent of total floor area.		Missing Middle to be a support use in Office and Commercial
E. Live-Work units may be located in the Commercial and Office future land use designations where other policies and/or regulations permit limited residential use.		Live/work units permitted in Office and Commercial FLU designations
F. This policy shall not apply to Missing Middle typologies in the Planned Development (PD), Mixed Development (MXD), and Higher Intensity Planned Development (HIP) land use designations. Dwelling units similar to those addressed in this policy may be included in projects within the PD, MXD, and HIP designations subject to development criteria stated in a Development Order and/or Master Development Plan for a specific site.		Missing Middle units located in Planned Developments to be governed by a Development Order and/or Master Development Plan
Policy FLU 5.15 Mixed-Use Developments		
In General The Mixed Development (MXD) future land use designation provides for a mix of uses within a development site or within a multiple parcel area to encourage flexible and creative design, protect established residential neighborhoods from adverse impacts of nonresidential development and reduce the cost of public infrastructure.	Sec. 8.2, Mixed Use Corridor District (MUCD)	
Allowable Developments and Uses include:		
 Mixed-use developments (includes both a residential and nonresidential component); Multiple use developments (includes a mixture of 		

3	nonresidential uses, such as retail commercial, office, service uses and/or light industrial). Existing single use developments in place prior to the designation of the land as Mixed Development (MXD) remain legal conforming uses that can be restored, in	New development in MXD future land use must comply
	accordance with the current zoning district standards applicable to the property. <u>However, new and/or</u> <u>additional development on a site must conform to this</u> <u>Policy.</u>	with this Policy, which overrides existing commercial zoning.
4	New single use residential developments proposed for this land use designation shall be allowable uses if the site contains fewer than six acres. <u>Permitted single use</u> <u>residential developments shall be limited to multi- family and Missing Middle typologies.</u>	Single-use residential developments limited to Missing Middle and multi-
5	Nonresidential uses, New single-use nonresidential developments, including commercial, office, hotel, service, and very light industrial, on sites containing fewer than six acres; and	family
6	Attendant on-site facilities such as utilities, transit- supportive facilities such as bus shelters; recharge stations for hybrid or electric vehicles; public safety facilities such as police or fire stations, structured parking facilities integrated into or containing other uses, public schools, open space and recreation areas.	
в	Allowable Zonings: Zonings permitted in the Mixed Development designation are:	
	 Public Lands and Institutions; Planned Development; <u>Mixed Use Corridor (MUCD)</u> and <u>4</u> Any nonresidential zoning classification(s) assigned to a subject parcel or area prior to the time the Mixed Development Land Use Designation is assigned. <u>Projects are permitted to develop or</u> redevelop in accordance with the pre existing zoning classifications. Where existing uses in such zones have been discontinued for 180 days, new development approvals shall require rezoning to 	Adds MUCD as an allowable zoning district. Where pre-existing uses in commercial zones are discontinued for 180 days, a rezoning is required for new development.
с	MUCD, PD, or PLI. Densities and Intensities in General:	
	 Residential densities up to a maximum of 30 dwelling units per net buildable acre are allowed, absent the inclusion of workforce housing units. A residential density of up to 40 units per net buildable acre will be permitted where a minimum of 20% of the project's units qualify as workforce housing. <u>Minimum density</u> <u>shall be 10 units per net buildable acre.</u> The maximum floor area ratio (FAR) for nonresidential uses shall be 0.60 <u>1.0</u> FAR, with a 	Sets a minimum density for mixed use development in MXD Increases allowable FAR for nonresidential uses
	potential FAR bonus, as follows: a. A FAR bonus of 0.20 for projects that qualify as a workforce housing development.	

b. A FAR bonus of 0.20 for projects that meet the	
minimum green certification level for the following standards:	
1) Leadership in Energy and Environmental	
Design (LEED) New Construction (NC) version	
2.2 or Core and Shell version 2.0 and	
Commercial Interiors version 2.0.	
2) Florida Green Building Coalition (FGBC) certification Green Standard version 5.0,	
Green Commercial Building Standard version	
1.0 or Green Hi-Rise Residential Building	
version 1.0. The following procedure involving	
conferences with County staff must be	
satisfied to receive the FAR bonus for green certification:	
a) Pre-application conference.	
b) LEED/FGBC pre-construction submittal	
conference.	
c) LEED/FGBC construction submittal conference.	
d) LEED/FGBC mid-point construction	
conference.	
e) All materials shall be submitted to the County	
for review prior to submittal to the US Green Building Council (USGBC) or FGBC.	
NOTE: In no case shall the FAR exceed $\frac{1.0}{1.4}$	Maximum FAR increased to 1.4
inclusive of each bonus.	
3 Nonresidential uses and higher FARs shall transition	
away from established residential neighborhoods according to the requirements of the assigned zoning	
classification to prevent adverse impacts to adjacent	
residential neighborhoods. Mixed-use structures	
abutting existing neighborhoods or lands with	
residential future land use designations shall include design features on the facades of structures facing	
those residential lands that are compatible with and	
complementary to the residential areas, as specified	
in the Seminole County Comprehensive Plan	
performance standards and the Land Development	
Code.	

PLAN AMENDMENT STANDARDS OF REVIEW

	Proposed Text Change	Corresponding LDC Revision(s)	Comments
To as: an he arc ac or wh coi Ho lar cri	TANDARDS OF REVIEW - CATEGORY I the extent that an application for a Plan arriserts, and County staff agrees, based to alysis of the proposal considering the matters prein, that the proposed Plan amendment for ea, such as a "small scale" amendment (less res, and, if residential, fewer than 10 units- a single parcel, has predominantly localized inch would require a review emphasizing he mpatibility more than regional or statewide ovever, applicants submitting either small- rge scale <u>All proposed</u> amendments shall addr iteria, and staff shall evaluate the material set the applicant: Whether the character of the surrounding changed enough to warrant a different designation being assigned to the property Whether public facilities and services will be concurrent with the impacts of develop adopted levels of service.	NA NA NA NA NA NA NA NA NA NA	Language update: Based on changes in State law, "large scale" amendments are now 50 acres or greater. All FLU amendments are handled under the same review criteria.
C D	Whether the site is suitable for the proposed will be able to comply with floodprone reg wetland regulations and all other development regulations. Whether the proposal adheres to othe provisions of law (e.g., the Wekiva River F Act).	gulations, adopted r special	
F	Whether the proposed future land use is converse with existing surrounding development and land uses in accordance with <i>FLU Exhibit: Contransitional Land Uses</i> . Whether the proposed use furthers the interest by providing or enabling the provise	nd future ompatible ne public	
	 Sites for public facilities or facility improving excess of requirements likely to a development of the site (applicable to Development Future Land Use); Dedications or contributions in excess Development Code requirements (app PD Future Land Use); A range of obtainable housing opportution 	rise from o Planned s of Land dicable to nities and	
	choices, including affordable or v housing; 4 Economic development (enabling high jobs);		

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	5 Reduction in transportation impacts on area-		
	wide roads; 6 Mass transit and a variety of transportation		
	 choices; or 7 Whether the proposed land use designation is consistent with other applicable Plan policies and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan, and the State Comprehensive Plan. (Applicant shall cite applicable Goals, Objectives or Policies.) 		
Sta	ndards for Plan Amendments within the East Lake Sylvan Transitional Area		
wit dep app der	order to be eligible for residential density increase hin the East Lake Sylvan Transitional Area, as bicted in <i>Exhibit FLU: Special Area Boundaries</i> , an olicant for a Plan amendment proposing a residential hisity greater than one unit per net buildable acre must hply with each of the following standards:	NA	
A	The maximum allowable residential density upon parcels shall not exceed 2.5 dwelling units per net buildable acre.		
В	Plan amendments shall be to the Planned Development future land use designation with an associated PD (Planned Development) zoning district. Residential development shall employ clustering techniques to comply with Policy <u>FLU</u> 12.2 by creating less impact on natural resources than one unit per net buildable acre in a non-clustered configuration.		
C	 Applications for development shall include specific information to document how the proposed development will comply with Paragraph B above. A methodology for creating the required documentation will be included in the Comprehensive Plan amendments implementing the 2022 Evaluation and Appraisal Report. This information may include, but is not limited to, the following: 1 Length of paved roads and utility lines needed to serve the development. 		A technical process for evaluating natural resource impacts of development will be included in the EAR- based plan amendments. Considerations include, but are not limited to, impervious surface area, stormwater retention, and preservation of wildlife habitat.
	2 Acreage set aside from development through designation as open space and/or conservation easements.		
	 3 Preservation of native vegetation, wildlife habitat, and aquifer recharge areas. 4 Innovative design techniques such as low-impact development (LID) and LEED soutification. 		
D	certification. Prior to approval, the applicant shall be required to submit documentation demonstrating that natural		

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URBAN LAND USE CATEGORIES

Proposed Text Change	Corresponding LDC Revision(s)	Comments
Low Density Residential		
Purpose and Intent		
The purpose and intent of this land use designation is to provide appropriate locations for standard detached single family residences at a maximum density of four dwelling units per net buildable acre, with a limited list of public purpose and special exception uses. This land use requires a full range of basic services and facilities and may serve as an effective transitional use between more intense urban uses and Suburban Estates.	Sec. 4.5-4.6: R-1 R-1A R-1AA R-1AAA R-1AAA PD	To accommodate some Missing Middle housing types, LDR no longer limited to detached single family structures.
Uses		
 A. Single family detached residences (site-built or modular) and/or Missing Middle housing typologies as defined in the Introduction Element (except for Six-plexes, Courtyard Buildings, and Live/Work units), up to four dwelling units per net buildable acre; B. Public elementary schools, public middle schools and public high schools; and C. Special exception uses such as group homes, houses of worship, day care, guest cottages, home occupation, public utilities, and publicly owned parks and recreational areas. 		LDR would allow the following Missing Middle typologies: Small Lot Single Family Cottage Court Duplex Townhouse Triplex Four-Plex
Services and Facilities		
This land use requires an urban level of service for most facilities consistent with <i>Exhibit FLU: Services and Facilities by Classification</i> .		
Special Provisions		
A Pedestrian, bicycle and vehicular linkages between abutting residential areas is encouraged in order to		

	and the conventional of the state of the sta		ī
В С	provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions should be designed to serve local residents and discourage through traffic. Pedestrian connections between residential areas, sidewalks abutting the residential areas, and transit stops are encouraged. Clustering of residential units to preserve environmentally sensitive areas above and beyond Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification. To maintain compatibility with surrounding land uses, the density of clustered units is limited to a maximum of four dwelling units per net buildable acre. Mobile homes/manufactured housing may be permitted where compatible with surrounding development (i.e., areas where these uses are established and areas serving as a transition between higher intensity urban uses and Low Density Residential uses). Single family detached residences (site-built or modular) Allowable dwelling unit types may be permitted up to seven dwelling units per net buildable acre in compliance with the provisions of <i>Policy FLU 10.1 Affordable and Workforce Housing Density and Intensity Bonuses</i> .		
Me	dium Density Residential		
Pui The pro der allo resi Pro loca roa con ser inte Res	rpose and Intent e purpose and intent of this land use designation is to vide for a range of residential uses at a maximum sity of 10 dwelling units per net buildable acre and w for the conversion of existing residential units to idential professional office uses in the Residential fessional zoning classification. This land use should be ated on or in proximity to collector or arterial dways to minimize traffic on local streets and provide venient access to transit facilities. This land use can we effectively as a transitional use between more ense urban development and Low Density idential/Suburban Estates uses.	Sec. 4.5-4.8: R-1 R-1B R-1BB R-1A R-1AA R-1AAA R-1AAAA R-2 R-3A PD	
Use A. B.			MDR would allow the following Missing Middle typologies: Small Lot Single Family Cottage Court Duplex Townhouse Triplex Four-Plex

 B C Conversion of existing residential units to residential professional offices; C D Public elementary schools, public middle schools and public high schools; and D E Special exception uses such as group homes, houses of worship, day care, guest cottages, home occupation, public utilities and publicly owned parks and recreational areas. Services and Facilities This land use requires a full range of services and facilities (see Exhibit FLU: Services and Facilities by Classification). 		Six-Plex Courtyard Building
Special Provisions		
 A. Multi-family developments require the provision of on-site amenities including active recreation areas, usable open space and pedestrian walkways as a component of development design. On-site transit facilities (e.g., bus shelters and bays) may be required on a site specific basis. B. Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification. To maintain compatibility with surrounding land uses, the density of clustered units is limited to a maximum density of 10 units per net buildable acre. C. Residential dwelling units may be permitted up to a density of 12 dwelling units per net buildable acre in compliance with the provisions of <i>Policy FLU 10.1 Affordable and Workforce Housing Density and Intensity Bonuses.</i> 		
High Density Residential		
 Purpose and Intent The purpose and intent of this land uses designation is to provide for a range of residential development at a maximum density of 20 dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses. Uses A. Condominiums, townhouses, apartment hotels, boarding and lodging houses, and motels; 	Sec. 4.5-4.9: R-1 R-1B R-1A R-1AA R-1AAA R-1AAA R-1AAAA R-2 R-3A R-4 PD	

 B Missing Middle housing typologies (except for Live/Work units), as defined in the Introduction Element, at a maximum density of 20 dwelling units per net buildable acre; B C Public elementary schools, public middle schools and public high schools; and C D Special exception uses such as houses of worship, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses. D E Residential densities may be permitted up to a maximum of 22 dwelling units per net buildable acre in accordance with the provisions of Policy FLU 10.1 and Policy HSG 3.3. 	HDR would allow the following Missing Middle typologies: Small Lot Single Family Cottage Court Duplex Townhouse Triplex Four-Plex Six-Plex Courtyard Building
Services and Facilities This land use requires a full range of urban services and facilities (see Exhibit FLU: Services and Facilities by Classification).	
 Special Provisions A. High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to area schools, shopping and recreational facilities. On-site transit facilities (e.g., bus shelters and bays) may be required on a site specific basis. B. Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification. C. Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl. 	
Special Services	
Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent reuse to meet public safety needs and offset facility capacity impacts.	

URBAN LAND USE CATEGORIES

Proposed Text Change	Corresponding LDC	Comments
Proposed Text Change	Revision(s)	comments
Planned Development		
Purpose and Intent		
The purpose and intent of this land use designation is to enable implement innovative arrangements of land development features that are not possible with the use of standard land use designations and zoning districts. The Planned Development future land use designation shall promote flexibility and creativity in development design, especially where needed to implement adopted policies of the Comprehensive Plan. It may also be used to promote affordable/workforce housing, pedestrian- oriented development, and protection of natural resources such as wetlands, lakes, and other natural amenities.		Requires additional factors to be considered in Planned Developments, including affordable housing, protection of wetlands, etc.
This land use designation provides for a variety of densities and/or intensities arranged within a development site to encourage facilitate flexible and creative site design. These considerations shall be paramount in any given project utilizing the Planned Development land use designation; an increase in density/intensity alone shall not justify an alternative to conventional future land use designations such as LDR, MDR, etc.		Increase in density/intensity alone does not justify approval of a PD.
An application for rezoning to PD (Planned Development) zoning must accompany an application to amend the future land use designation of a property to PD (Planned Development) future land use. The rezoning does not take effect until 31 days after completion of the transmittal of the adopted future land use amendment from the County to the State and Regional reviews agencies, which is the time period set for all Future Land Use amendments to take effect. The rezoning shall take effect upon the effective date of the PD future land use amendment under the provisions of Florida Statutes Chapter 163.3184 or 163.3187, whichever is applicable. Upon approval of the future land use designation, the maximum permitted density and/or intensity requested in the rezoning application shall be noted on the County's Future Land Use Map or map series. PD (Planned Development) zoning within the Planned		Replace informational commentary with references to State law.
Development land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans shall address compatibility with adjacent uses through, at a minimum, buffering, setbacks, lighting, building heights, and		

creative site design features where needed (such as lot sizes on perimeters that are comparable to lot sizes in adjacent residential developments) to ensure such compatibility.	
Additionally, architectural details may be considered by the Board of County Commissioners (Board) on a site specific basis when determining if a planned development is compatible with the character of the area. Such standards may include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; the size and location of service areas and other features specified by performance standards in the Land Development Code. If the proposed plan does not or cannot achieve the desired level of compatibility, as determined by the Board, the Board may deny the <u>PD future land use</u> <u>designation and</u> rezoning request.	
Uses	
Subject to development criteria specified in the Land Development Code (i.e., parking, stormwater retention, landscaping, etc.), any use may be allowed within a planned development. Typical projects may include, but are not limited to:	Clarification of allowable uses
 A. Mixed-use developments (residential and nonresidential uses on the development site); B. Residential developments with a range of unit types and densities, and may include accessory dwelling units (ADUa); 	
 <u>units (ADUs)</u>; C. Nonresidential developments (office, commercial, industrial, etc.); D. <u>Transit-oriented development;</u> D <u>E</u> Public and private elementary schools, middle schools and high schools; and E <u>F</u> Attendant on-site facilities such as shared vehicular and bicycle parking facilities, public transit stops and 	
shelters, utilities and recreation areas.	
Zoning	
Zoning classifications allowed in this land use designation are presented in <i>Exhibit FLU: Future Land Use</i> <i>Designations and Allowable Zoning Classifications.</i> <u>The</u> <u>only allowable zoning classification is the Planned</u> <u>Development (PD) zoning district.</u>	Only allowable zoning is PD
Services and Facilities	
Service and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial, etc.) land use designations for uses on the	

Sp	ecial Provisions	
Sp	ecial Provisions Future Land Use Designation Requires Rezoning: Plan amendments to An application for the Planned Development future land use designation must be accompanied by and processed concurrently with a rezoning request for the Planned Development (PD) zoning district, including a and preliminary master plan/site plan Master Development Plan as provided for in the Land Development Code. The proposed rezoning is processed at the same time as the amendment to Planned Development and shall not become effective until 31 days after completion of the future land use amendment process, as is the case for all Future Land Use amendments. The 31- day period allows for second transmission of that amendment following adoption to the State and Regional Review agencies, response of State and	Clarification of rezoning process, informational comments deleted.
	Regional review agencies and waiting period required by State Law for affected parties to request hearings. The master plan/site plan Master Development Plan shall provide open space, recreation, and internal and external pedestrian circulation for residents, employees and/or customers as a component of site design. To the extent feasible, the master plan/site plan The Master Development Plan is encouraged to shall protect locally and regionally significant features <u>such as</u> , but not limited to, wetlands and floodplains by transferring locating all-residential units proposed for the portion of the site containing the feature to other portions of the site, through the use of clustering of units proposed residential and/or nonresidential uses within net buildable areas as defined in the Introduction Element. Historic or archaeological sites of significance shall also be	Clarification that proposed uses shall be located within net buildable areas.
E	preserved through effective site design. This provision applies for sites within the urban portion of unincorporated Seminole County, and not for sites within or adjacent to the Wekiva Protection Area and the East Rural Area. Minimum Open Space: A minimum of 25% of the site	
	must be designated as recreation and common open space areas <u>except that larger amounts of open</u> <u>space may be required under other policies of the</u> <u>Comprehensive Plan and/or regulations in the Land</u> <u>Development Code</u> .	Required open space may exceed 25 percent if other regulations apply.
F	Compatibility with Adjacent Uses: Due to the ability to cluster units and provide for a mixture of uses on- site, planned developments require special	

		[]
	consideration of the location, type and size of buffer yards to maximize compatibility with adjacent land uses.	
G	Nonresidential Use Locations within Mixed-use Planned Developments: Commercial and other nonresidential uses within mixed-use developments are encouraged to be placed in locations that will provide convenient vehicular, pedestrian and bicycle access for residents of the planned development community, demonstrate internal trip capture within the planned development community, and minimize the impact of commercial uses on adjacent and surrounding communities.	
H	Minimum Size: Mixed-use- <u>All</u> planned developments are required to demonstrate that they contain <u>must</u> <u>include</u> sufficient <u>contiguous</u> acreage to <u>effectively</u> design the site for residential and nonresidential uses, and required parking provide all required features and support facilities, including open space, stormwater retention, and parking.	PD acreage must be contiguous and sufficient to provide all required features and facilities
I	Planned Developments in Sensitive Areas: Planned developments adjacent to the Wekiva and Econlockhatchee Rivers and adjacent wetlands, as well as within the Rural Area of Seminole County, shall be designed to maintain the rural density, intensity and character of these areas, and where permitted, concentrate allowable units on those portions of the development site which are farthest from the surface waters and wetlands, and restrict required open space areas to passive recreational uses.	
ſ	Development Phasing: Development of the phases of a mixed-use development must be timed concurrent with concurrency facility capacity to ensure the provision of adequate public services according to adopted standards (see <i>Exhibit FLU: Services and</i> <i>Facilities By Classification</i>) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.	
К	Access within the Development: Planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities if developed as a mixed-use development. Sidewalks, bicycle paths, cross access easement, connected parking lots, and other similar means of providing full internal access are typical components.	
L	Access to Adjacent Developments: If developed as a mixed-use development, planned developments	

м	shall provide access for vehicles, bicycles and pedestrians from the mixed-use development to adjacent activities for ease of travel and reduction of trips on main thoroughfares. Access to residential neighborhoods shall be designed to prevent cut- through traffic and intrusion of adverse impacts. Design concepts shall include a roadway design for mixed-use areas that does not adversely impact established residential areas. Shared Facilities: Planned developments are intended to offer advantages of integrated infrastructure (e.g., shared parking, stormwater facilities and signage, etc.) to reduce costs, reduce the provision of excess facilities and improve visual appearance.	
Spe	ecial Services	
serv	her intensity development may require special vices such as aerial fire equipment, transit facilities effluent reuse to meet public safety needs and to et facility capacity impacts.	
<u>Mix</u>	ed Development	
Pur	pose and Intent	
enc app non ano app Dev with red stra Flor sup ena ene urb of a see dev pro with crea neig dev auto	general, the purpose and intent of this land use is to ourage and promote well planned, suitable and ropriate mixed-use developments with residential and residential components in close proximity to one ther. This land use designation is an optional, or licant driven, land use for which an applicant will dy. The County shall not may apply the Mixed relopment (MXD) land use designation unless working hand owners for a public purpose, such as enabling evelopment undertaken pursuant to plans or itegies adopted in accord with Chapter 163, Part III of ida Statutes, or as part of an overall strategy to port the Central Florida Regional Growth Vision by bling the creation of compact, transit-oriented and rgy-efficient development patterns that prevent an sprawl and strip development, and foster the use liternative transportation modes. Should an applicant k this land use designation, the list of potential elopment options is identified below. This land use vides for a mix of uses within a development site or an amultiple parcel area to encourage flexible and ative design, to protect established residential ghborhoods from adverse impacts from nonresidential elopment while encouraging internal capture of pomobile trips and to reduce the cost of public astructure. The Mixed Development designation ws for a transition of uses from parcel to parcel to	MXD future land use is no longer applicant-driven, County may apply it for a public purpose.

pro	tect adjace	nt residential uses from adverse impacts of	
	residential		
dev <u>Par</u>	elopment agraph C	of two uses are required within an MXD unless special circumstances apply (<u>see below</u>), but no mandatory minimum each use shall be established.	
uni pro Dev san Dev ser allo squ a_f Fut det	ncorporated perty owr elopment, itary sewe elopment vice areas wable num are footage art of the ure Land U	rporated lands within a corridor, or an d area with multiple parcels and multiple hers has been designated as Mixed multiple providers of potable water and r exist and the area is not subject to a of Regional Impact approval, individual shall be identified and the maximum her of dwelling units and nonresidential e shall be recorded for each service area as a Seminole County Comprehensive Plan lse Element text. The maximums shall be r and consistent with the adopted levels of providers.	Identical paragraph deleted from Policy FLU 5.15 as part of the CRA Repeal, Ordinance 2019-41
		evelopment Options that may be elopment Options and Criteria	
Α	residential such deve percent o	e developments that include a mix of I and nonresidential components. <u>Within</u> elopments, residential shall not exceed 49 f gross floor area except where located eet-level retail or office uses ₋ ;	Residential to be a support use within mixed use developments
В	nonresider office, ser	se developments allow with a mixture of ntial uses, such as retail commercial, vice uses and/or light industrial <u>-</u> ;	
С	developme which one follows:	elopments are required to be mixed-use ents, unless Single-use developments in e or more special circumstances apply, as ng single use developments in place at the	
	time t Such as leg maint the zo design <u>Howe</u> <u>redev</u>	that the land area is was designated MXD. developments shall be allowed to continue gal conforming uses that can be restored, ained or redeveloped in accordance with oning district standards in effect prior to nation of the site as MXD Future Land Use. ver, new development and/or elopment approvals shall require rezoning	Nonconforming developments cannot be redeveloped under pre-existing zoning, must be rezoned to MUCD, PD or PLI.
	2 New s land t site co	<u>MUCD, PD, or PLI districts.</u> single use developments proposed for this use designation shall be allowable uses if a ontains <u>on sites containing</u> fewer than six	
	contai	e use residential developments on sites ining six or more acres are allowable if a of housing opportunities, including	Single use residential developments on 6+ acres should utilize other FLU

	transportation choices linking the development to nearby nonresidential uses is provided, in support of the Central Florida Regional Growth	designations with N zoning districts.
).	Vision. Allowable residential uses may include single family	
	in place prior to the land being designated MXD, zero-lot line units, duplexes, tri- and quadplex units,	Simplify terminolog
	townhouse units, units located above nonresidential uses within multi-story structures, accessory units and multi-story multi-family units; multi-family, and Missing Middle typologies;	reference to Missing unit types
	Allowable nonresidential uses may include commercial, office, hotel, service, very light industrial, public and private schools (including elementary, middle and high schools), banks, cultural facilities, open space and natural areas, health area facilities including bacaital day	
F.	health care facilities including hospital, day care facilities, indoor recreational facilities, parks, restaurants, business and light industrial "incubators" and research facilities; and Attendant on-site facilities such as structured parking facilities integrated into other uses, transit	
	facilities, utilities, and recreation areas.	
<u>aı</u>	nd Use Mix Requirements	
The acc	nd Use Mix Requirements Mixed Development future land use designation will ommodate a land use mix consistent with the owing table:	
⁻he acc	e Mixed Development future land use designation will ommodate a land use mix consistent with the	
The acc	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table:	
The acc foll	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table: General Use	
The acc foll	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table: General Use Medium – High Density Residential Uses*	
The acc foll N	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table: General Use Medium – High Density Residential Uses* ight Industrial Uses	
The acc foll N L C A	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table: General Use Medium – High Density Residential Uses* ight Industrial Uses Commercial Uses (including retail and office uses)**	
The acc foll L C A * 4 W F a	e Mixed Development future land use designation will ommodate a land use mix consistent with the owing table: General Use Medium – High Density Residential Uses* ight Industrial Uses Commercial Uses (including retail and office uses)** lote: Total land use mixture cannot exceed 100% of site acreage. Maximum permitted residential density is 30 dwelling units per net buildable acre will be permitted where a minimum of	

1	Properties currently surrounded by or planned for urban densities and intensities of land use;		
2	Location of the property within, or in close proximity to, an established Community Redevelopment Area or within a one-mile radius of a commuter rail station stop.		US 17-92 CRA has been eliminated
3	Standards, methodologies and techniques addressed in the Comprehensive Plan, such as level of service standards to ensure that internal consistency is maintained;		
4	Provision of facilities and services shall be required consistent with <i>Exhibit FLU: Services</i> and <i>Facilities By Classification</i> ; and		
5	Mixed Development land use shall not be assigned to properties within the Wekiva River Protection Area or the East Rural Area of Seminole County.		
establis required Develop prevent neighbo designa residen compled features develop Compre within <i>F</i>	dential uses and FARs shall transition away from thed residential neighborhoods according to the ments of <i>Policy FLU 5.15 Mixed-Use</i> <i>oments</i> and the assigned zoning classification to adverse impacts to adjacent residential orhoods. Mixed-use structures abutting orhoods or lands with residential future land use ations shall include design features facing those tial lands that are compatible with and mentary to the residential areas and other is intended to ensure a compact, walkable of pattern, as specified in the Seminole County thensive Plan Performance Standards contained <i>Policy FLU 5.15 Mixed-Use Developments</i> and the evelopment Code.		
Zoning			
are pr Designa amendr	ments to Mixed Development do not require a ent rezoning at the time the land use designation		
Locatio	onal Criteria		
uses. A approve <u>district</u> <i>Exhibit</i>	ust be located so as to be compatible with existing Mixed-Use Concept Plan must be submitted and ed as part of any rezoning to <u>an allowable zoning</u> <u>within the</u> MXD <u>future land use designation</u> . <i>FLU: Compatible Transitional Uses</i> will be utilized nating compatibility of proposed uses.		
Concep	ot Plan		
L		I	

The concept plan shall illustrate specify the location of proposed uses and facility improvements; a walkable development pattern that supports multiple modes of transportation; and shall indicate proposed densities and intensities of uses. The purpose of the concept plan is to determine whether the proposed use can meet the requirements of the zoning classification, which implement comply with the performance standards specified in Policy FLU 5.15 Mixed-Use Developments. The Concept Plan shall support and be consistent with the maximum densities and intensities of any individual service area, where applicable. Special attention shall be given to established residential uses adjacent to or near any MXD parcel or area to provide a reasonable transition of uses and reasonable buffers. A transition area of compatible residential uses, structures that resemble residences of comparable heights to the adjacent residential uses, or substantial buffers and setbacks must be provided between the established residential uses and any new nonresidential use.

Services and Facilities

This land use requires a full range of urban services and facilities (see Exhibit FLU: Services and Facilities by Classification). Services and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial, etc.) land use designations for uses on the development site (see Exhibit FLU: Services and Facilities by Classification). Adequate services and facilities must be in place or programmed prior to the Board of County Commissioners approving any new zoning classification within this land use designation. Rezoning to allow nonresidential uses may be approved only if the applicant demonstrates that the project traffic will not damage local roads or adversely impact residential uses.

Performance Standards

Performance Standards provided in *Policy FLU 5.15 Mixed-Use Developments* and the Seminole County Land Development Code shall apply (see *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications* for allowable residential densities and nonresidential intensities).

A <u>Open Space:</u> Open space shall be provided that incorporates and preserves natural areas, if any, is consistent with the requirements of Urban Open Space definition contained in Policy FLU 4.4 and the Introduction Element, as well as land development code requirements, and shall be designed in a manner to promote compatibility of uses by Service area reference relates to the US 17-92 CRA, which has been eliminated

	promoting pedestrian connections between compatible uses and assisting in buffering of incompatible uses.	
В	Landscaping and Buffers: Flexibility in design of landscaping and buffers shall be allowed in mixed-	
	use developments to maximize compatibility between existing and proposed land uses based on	
	the intensity of proposed uses. Where compatibility	
	permits, separate pedestrian and vehicular	
	connections to abutting land uses shall be provided.	
Spe	ecial Provisions	
Α	<u>Compatibility:</u> Development within Mixed	
	Development shall be designed in a manner to	
	promote compatibility of uses. Special consideration	
	shall be given to pedestrian connections, building	
	setbacks and building heights, and the location, type	
	and size of buffering and landscaping to prevent	
	adverse impacts to adjacent established residential neighborhoods.	
в	<u>Development Phasing:</u> Development of the phases of	
	a mixed-use development must be timed concurrent	
	with facility capacity to ensure the provision of	
	adequate public services according to adopted	
	standards (see Exhibit FLU: Services and Facilities by	
	<i>Classification</i>) and facility plans. Each phase must be	
	self-sufficient on a cumulative basis in case	
с	subsequent phases are delayed or abandoned. Access within the Development: Mixed-use	
C	developments shall be designed to have safe and	
	plentiful ways for vehicles, bicycles and pedestrians	
	to travel between and among the several uses and	
	activities in the mixed-use development, thus	
	providing for a variety of transportation choices in	
	support of the Central Florida Regional Growth	
	Vision. Sidewalks, cross access easements,	
	connected parking lots, and other similar means of	
	providing full internal access are typical components. Exterior pedestrian connections to transit shall also	
	be provided for corridors served by transit.	
D	<u>Access to Adjacent Developments:</u> Access for	
	vehicles, bicycles and pedestrians from the mixed-	
	use development to adjacent activities and uses shall	
	be provided for ease of travel and reduction of trips	
	on main thoroughfares. Access to residential	
	neighborhoods shall be designed to prevent cut-	
	through vehicular traffic and intrusion of adverse	
	impacts; however, pedestrian and bicycle access	
	between developments is encouraged. Developers	
	•	
	of the surrounding neighborhoods. Construction of	
	shall be directed to meet with adjacent neighborhoods to discuss the feasibility of such connectivity and methods of preserving the character	

	_		
		d improvements to collector streets serving	
		ked-use developments shall be designed to collect	
	all t	traffic from the mixed-use development and direct	
	suc	th traffic to existing major thoroughfares and not	
		ough adjacent single family neighborhoods. Major	
		eets, including collector streets, shall not dead end	
		· · · · · · · · · · · · · · · · · · ·	
		points adjacent to established single family	
		ghborhoods. Design concepts shall include a	
	roa	dway design for mixed-use areas that does not	
	adv	versely impact established residential areas.	
Е		ared Facilities: Mixed-use developments are	
-		ended to offer advantages of integrated	
		astructure that provides increased efficiencies of	
		nstruction and maintenance and better visual	
ĺ		pearance. Shared parking, stormwater facilities	
ĺ	anc	d signs are encouraged to create a unity of	
ĺ	dev	velopment, to reduce costs, to reduce the	
		vision of excess facilities and to improve visual	
		pearance. Minimum standards must be met for	
		ch individual activity unless a demonstration can	
		made that shared facilities with reduced standards	
		still provide adequate service to the site.	
	Offs	setting advantages of visual appearance, reduced	
	pub	plic maintenance or other factors will also be	
	con	nsidered.	
F		ed-Use Developments on Streets and Highways:	
	1	Access: Access to streets and highways shall be	
	-	provided in a manner consistent with the	
		•	
		Seminole County Comprehensive Plan policies of	
		supporting the Central Florida Regional Growth	
		Vision of ensuring multiple transportation	
		modes, and the Seminole County Land	
		Development Code objectives of creating a	
		network of local multi-modal corridors that	
		facilitate mobility in and around the site. Strip	
		development, or development with vehicular	
	r	access only, shall not be approved.	
	2	Street Trees: Mixed-use developments shall	
		provide street trees along all adjacent public	
		streets planted in the right-of-way pursuant to	
		approval by the County Engineer or on private	
		lands immediately adjacent to the street right-	
		of-way if public right-of-way planting presents	
		safety hazards.	
	r	,	
	3	Signage: Shared signage to reduce safety	
		hazards caused by excessive signage shall be a	
		feature of mixed developments, and shall be	
		regulated consistent with the requirements of	
		the Land Development Code.	

<u>C</u>	Office	
P	urpose and Intent	
lo c ir <u>a</u> <u>ir</u>	he purpose and intent of this land use is to identify ocations for a variety of office uses and allows for the onversion of existing residential structures to low intensity (residential professional) office uses. In ddition, limited residential use shall be allowed, serving support function to predominantly office developments in order to bring housing and employment opportunities ogether on a single site.	Allows residential use in Office FLU designation
a tu h a ir	his land use should be located along collector and rterial roadways to minimize traffic on local streets and o provide convenient access to transit facilities. This land se can serve as an effective transitional use between igher intensity nonresidential uses and High, Medium, nd Low Density Residential uses. The maximum intensity permitted in this designation is 0.35 floor area atio.	
a la S C S	P (Office Professional), RP (Residential Professional) nd PD (Planned Development) zonings within the Office and use designation must be accompanied by a ite/master plan as set forth in the Land Development code. Such plans shall address, at a minimum, buffering, etbacks, lighting and building heights, to ensure ompatibility with adjacent uses.	Removes OP from the requirement for a site plan at the time of rezoning.
ti s li b s fe le	dditionally, architectural details may be considered by ne Board of County Commissioners (Board) on a site- pecific basis when determining if an office development <u>the RP and PD districts</u> is compatible with the character f the area. Such standards may include, but not be mited to, building style, design and scale; exterior uilding materials; roof design and construction; building ize and placement; site furnishings; fences and entrance eatures; and the size and location of service areas. If the roposed plan does not or cannot achieve the desired evel of compatibility, as determined by the Board, the locard may deny the rezoning request.	
ι	lses	
	 intensity professional office uses; General office development; Nursery schools, libraries, laboratories, and day care centers; Public elementary schools, public middle schools and public high schools; and 	

Thi: faci	Missing Middle residential units within an office development, where such use occupies no more than 20 percent of net buildable area and 49 percent of total floor area. rvices and Facilities Is land use requires a full range of urban services and filities (see <i>Exhibit FLU: Services and Facilities by</i> <i>ssification</i>).	Missing Middle units permitted as a support use in the Office FLU designation.
	ecial Provisions	
AB	Low intensity lot coverage (building height restrictions) and landscaping are required to minimize traffic congestion and visual impacts when office uses are located adjacent to low and medium density residential areas. Joint access and cross access easements are encouraged to maintain roadway capacity.	
С	Relaxed building heights may be permitted where	
D	compatible with surrounding uses. Where residential use is proposed in an office development, residential floor area shall be counted toward the maximum FAR of 0.35.	
Co	mmercial	
Pu	rpose and Intent	
loca neig con con limi fun ord opp This	e purpose and intent for this land use is to identify ations for a variety of commercial uses including ghborhood and community shopping centers, avenience stores, retail sales, highway oriented amercial, and other commercial services. <u>In addition,</u> <u>ited residential use shall be allowed, serving a support</u> <u>ction to predominantly commercial developments in</u> <u>er to bring housing, shopping, and employment</u> <u>bortunities together on a single site.</u>	Allows residential use in Commercial FLU designation
ma dev ma	jor roadways and along major roadways as infill velopment where this use is established. The ximum intensity permitted in this designation is 0.35 or area ratio.	
Use	25	
A B	Neighborhood convenience store; Community, regional and subregional shopping centers;	
С	Colleges, universities, business and technical	
D E F	schools; Retail sales, restaurants and commercial services; Highway oriented businesses and outdoor advertising; Amusement and commercial recreation within an	
	enclosed building;	

G	Adult and child care facilities, including evening and	
	night facilities;	
н	Public and private elementary schools, middle	
-	schools, and high schools;	
I J	Hotels and motels; and	
J	Apartments and/or Missing Middle residential units	Missing Middle units permitted
	within a commercial development, where such use occupies no more than 20 percent of net buildable	as a support use in the Commercial FLU designation.
	area and 49 percent of total floor area; and	commercial FLO designation.
K	Special exceptions such as contractor, alcoholic	
	beverage, drive-in restaurants, flea markets,	
	mechanical garages, paint and body shops, service	
	stations, lumberyards, public utilities, hospitals and	
	nursing homes.	
Sei	vices and Facilities	
	s land use requires a full range of urban services and	
	lities (see with Exhibit FLU: Services and Facilities by	
	ssification).	
	,	
Spe	ecial Provisions	
Α	To maintain roadway capacity and to facilitate the	
	movement of through traffic on major roadways,	
	development of commercial uses in a strip fashion is	
	discouraged except in those infill areas where	
Б	commercial development has already occurred.	
В	Commercial developments adjacent to existing residential neighborhoods should be developed as	
	Planned Developments with a in accordance with	
	flexible site design <u>standards in the Land</u>	
	<u>Development Code</u> to provide adequate buffers,	
	maintain existing tree cover, allow for adequate and	
	safe pedestrian and bicycle connections between the	
	Planned Development and with existing residential	
	neighborhoods, and maximize visual compatibility	
	with surrounding neighborhoods.	
С	A landscaped buffer between all commercial areas	
	and highway frontage should be provided in	
	conjunction with adequate sign controls to enhance	
	community aesthetics and maintain neighborhood	
D	compatibility. Where residential use is proposed in a commercial	
	development, residential floor area shall be counted	
	toward the maximum FAR of 0.35.	
	contailed maximum mark of ordor	

Proposed Text Change	Corresponding LDC Revision(s)	Comments



MISSING MIDDLE HOUSING

A grouping of innovative housing types intended to create a range of housing choices in central locations having access to public facilities and services, as a means of increasing housing affordability. They are generally located on infill or redevelopment sites at medium densities consistent with the applicable future land use designation. Missing Middle development may include any of the following housing types, which may be provided as a single use or in combinations of multiple typologies:

Small Lot Single-Family: Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout.

<u>Cottage Court: A group of small, detached structures arranged around a shared court visible</u> from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court.

Duplex – Side-by-Side: A detached structure that consists of two dwelling units arranged side-by-side, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house.

Duplex – Stacked: A detached structure that consists of two dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex.

Townhouses – An attached structure that consists of 4 to 6 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.

<u>Triplex – Stacked: A detached structure that consists of 3 dwelling units typically stacked</u> on top of each other on consecutive floors, with one entry for the ground floor unit and a <u>shared entry for the units above</u>.

Four-Plex – Stacked: A detached structure with four dwelling units, two on the ground floor and two above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.

<u>Six-plex: A detached structure that consists of 6 dwelling units arranged side-by-side</u> and/or stacked, typically with a shared entry from the street.

Courtyard Building: A medium sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access up to 3 units.

Live-Work: An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of nonresidential uses. The flex space and residential unit typically have separate street entrances.





April 21, 2023

VIA ELECTRONIC MAIL

Rebecca Hammock, AICP Seminole County Planning Department 1101 East First Street Sanford, Florida 32771

Re: Land Development Code Update – Tree Preservation and Tree Removal in the Wekiva River Protection Area and the Wekiva Study Area

Dear Ms. Hammock:

Our firm is special land use counsel to Friends of the Wekiva River, Inc. ("FOWR"), with respect to the above-referenced matter. Tree preservation and improper tree removal are of paramount interest and concern to FOWR, especially within the boundaries of the Wekiva River Protection Area ("WRPA") and the Wekiva Study Area ("WSA"). Thus, on FOWR's behalf, we are submitting this letter with proposed revisions to the County's Land Development Code ("LDC") for the County Staff's consideration to address an existing inconsistency between the County's environmental design standards for the WRPA and the County's general arbor permitting requirements.

Briefly stated, Policy FLU 12.9 of the County's Comprehensive Plan, entitled "Wekiva River Protection Environmental Design Standards," provides that the County shall continue to implement land development regulations for properties "located within the Wekiva River Protection Area and outside of the East Lake Sylvan Transition Area" that, among other things, "demonstrate that at least fifty percent (50%) of the trees located within the developable areas of a site . . . are preserved on site." Policy FLU 12.9 further states that the County shall continue to enforce land development regulations providing that "[t]rees and other native vegetation shall be maintained on at least 50 percent of any residential parcel or subdivision unless it can be demonstrated that such vegetation is diseased or presents a safety hazard" and "[p]roperties with less than 50 percent native vegetation on site shall be required to maintain native vegetation to the greatest extent possible." Provisions implementing Policy FLU 12.9 are currently located within Section 30.1111 of the County's LDC, entitled "Wekiva River Protection Area Environmental Design Standards."

Tallahassee	Orlando
433 North Magnolia Drive	1809 Edgewater Drive
Tallahassee, Florida 32308	Orlando, Florida 32804
(850) 224-7332	(407) 347-5388
Fax: (850) 224-7662	Fax: (407) 264-6132

Rebecca Hammock, AICP Seminole County Planning Department April 21, 2023 Page 2

FOWR, however, has identified an inconsistency between the County's WRPA provisions and the County's general arbor permitting requirements. For example, Section 5.6 of the County's LDC, entitled "Arbor Permits," states that "[a]n arbor permit is required prior to the removal of any tree in the unincorporated areas of Seminole County . . . <u>except for those trees that are on developed single-family lots of five (5) acres or less</u>" and directs the public to Chapter 60 of the LDC for the necessary procedures and requirements to be followed prior to the removal of any tree. Similarly, Section 60.2 of the County's LDC provides that "[t]he terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county . . . <u>except as to developed single family lots of five (5) acres or less</u>." In other words, both Sections 5.6 and 60.2 of the County's LDC purport to authorize the wholesale removal of trees without an arbor permit on <u>any</u> single family lot of five (5) acres or less.¹ Sections 5.6 and 60.2 of the County's LDC purport to authorize the wholesale removal of trees without an arbor permit on <u>any</u> single family lot of five (5) acres or less.¹ Sections 5.6 and 60.2 of the County's LDC purport to authorize the wholesale removal of trees without an arbor permit on <u>any</u> single family lot of five (5) acres or less.¹ Sections 5.6 and 60.2 of the County's LDC, however, contain no recognition of the more restrictive fifty percent (50%) tree preservation requirements applicable in the WRPA and, thus, could erroneously lead a property owner of a single-family lot of five (5) acres or less within the WRPA to believe that existing trees on their property may be removed without limitation and without a permit.

As of the draft dated January 10, 2023, the pending update to the County's LDC does not include any proposed revisions to Section 5.6, but does propose revising Section 60.2 to provide that "[t]he terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county . . . except as to developed single family lots of five (5) three (3) acres or less."² FOWR views the proposed reduction of the lot size in Section 60.2 as a positive change as it reduces the number of lots to which the "exception" from an arbor permit potentially applies. However, the County should also revise Section 5.6 to be consistent with the proposed revision in Section 60.2 of the County's LDC.

In addition to the above-noted revision, FOWR respectfully submits that Sections 5.6 and 60.2 of the County's LDC should also be revised to eliminate any potential inconsistency with FLU Policy 12.9 of the County's Comprehensive Plan and Section 30.1111 of the County's LDC by cross-referencing the WRPA standards. FOWR also submits that arbor permits should be required for the removal of trees within the WSA given the environmental importance of such area.

As such, FOWR submits that Sections 5.6 and 60.2 of the County's LDC should be revised to read, in part, as follows:

Section 5.6: An arbor permit is required prior to the removal of any tree in the unincorporated areas of Seminole County except as may be exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (**20032021**) and

¹ A "Note" on the County's Arbor/Logging Permit Application contains similar "exception" language.

² The draft LDC update dated April 19, 2022, proposed a two (2) acre threshold, which FOWR supports over the more recent proposed revision to three (3) acres.

Rebecca Hammock, AICP Seminole County Planning Department April 21, 2023 Page 3

> except for those trees that are on developed single-family lots of five (5) two (2) acres or less located outside the Wekiva Study Area or outside the Wekiva River Protection Area and not subject to the arbor protection standards in Section 30.1111(a) herein. Chapter 60 of this Land Development Code contains the necessary procedures and requirements that are to be followed prior to removing any tree and also provisions for obtaining exemptions to the permitting requirements.

> Section 60.2: The terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (20032021) and except as to developed single family lots of five (5) two (2) acres or less located outside the Wekiva Study Area or outside the Wekiva River Protection Area and not subject to the arbor protection standards in Section 30.1111(a) herein.

Additionally, FOWR submits that the existing "Note" on the County's Arbor/Logging Permit Application should be revised as follows:

Arbor/Logging Permit Application: Note: DEVELOPED SINGLE FAMILY LOTS OF 25 ACRES OR LESS DO NOT REQUIRE A PERMIT FOR TREE REMOVAL, UNLESS LOCATED WITHIN THE WEKIVA STUDY AREA OR WITHIN THE WEKIVA RIVER PROTECTION AREA AND SUBJECT TO THE ARBOR PROTECTION STANDARDS IN SECTION 30.1111(A), SCLDC.

Accordingly, for the reasons provided herein, FOWR respectfully requests that the County Staff incorporate the stated revisions into Sections 5.6 and 60.2 of the County's LDC as part of the ongoing update to the County's LDC. FOWR and I appreciate your prompt attention to this matter. As always, please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

S. Brent Spain

S. Brent Spain

cc: Jim Adamski, FOWR President (via e-mail)

From:	Tom Daly
То:	<u>Moskowitz, Mary</u>
Cc:	Hammock, Rebecca; Bill Maki
Subject:	Land development code updates and trees
Date:	Wednesday, May 10, 2023 3:46:53 PM

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Mary and Rebecca,

Below is an e-mail that I sent to commissioners Herr, Lockhart and Zembower. I met with commissioner Herr to review this topic and she asked that I send out an e-mail and to make sure I included both of you and the county manager.

As you may know I am a licensed Landscape Architect that has practiced in Central Florida for the past 40 years and have worked with a large number of different municipalities and so have worked with a number of different Land Development Codes seeing what works and what does not..

I have reviewed the proposed regulations and have some thoughts regarding trees (preservation and planting) requirements.

The following is my thoughts:

<u>Arbor Trust Fund</u>; also known as a tree bank fund. It is mentioned in the new code which is great. For almost every development we have worked on, you can never fully replace the existing trees that have been removed on site. There is just not enough green space left on a site to accommodate the trees needed for mitigation. That said an Arbor Trust fund is a great way for the community to replant trees. The problem that I have seen over the years is that these tree bank funds get rolled into general funds with no accountability regarding the funds being used to plant more trees. In the draft LDR's the fee index is not available.

Recommendations:

- Utilize the fund to <u>actually plant trees</u>. obligate fund managers to spend 75% of the fund value each and every year planting trees. The citizens should see the that trees are being replaced rather than just removed.
- Utilize the Environmental Advisory Board (EAB) to work with the county and manage the type and location of trees to be planted. Many on that board have this expertise and so let's utilize that talent.
- Establish the mitigation to be \$100 per inch for those inches that cannot be replaced on site. This is a common cost in other codes and can generate a significant amount of annual funding.

<u>Tree Preservation/ Open Space:</u> I see that there is a requirement to preserve 25% of the trees/ inches on any given site. I also see criteria for lands to be counted toward open space. To get credit for open space there are specific performance and location standards. The disconnect is that tree preservation areas may not be credited towards open space because of their location on the site. If the builder is leaving a patch of existing trees in its natural state to meet the code, then they should be able to receive credit towards open space regardless of the location on the site.

Recommendations:

• Allow the applicant to create tree preservation areas within the development and get credit for the land area towards the open space requirements, regardless of where the preservation area is located.

<u>Approved Plant list:</u> there are disconnects between trees that require mitigation for removal and what is allowed to be planted in the county. For example, Laurel Oaks appear to be counted as a protected tree when evaluating tree removal but are not on the counties list of approved trees. If we can't plant it, we should not be required to mitigate its removal.

Recommendations:

• Confirm consistency with the tables to acknowledge what is counted as a protected tree and the list of what trees can be planted.

Landscape Buffers: the buffers outlined on page 221 in the LDR's are the pretty much same as the existing code. One thing that has always been a challenge is the planting of canopy trees within these buffers. Canopy trees by definition are large 40-50' tall trees with big spreads and large root systems. We plant them 5-10' away from adjacent single-family lots. The unintended consequences of planting these big trees next to someone's back yard is that the neighboring property owners now must deal with all the shade, the inability to grow grass in the back yard, roots tearing up swimming pools etc. If the goal is to screen one property from another, then planting trees that get up to 30-35' (understory trees) will do the job and cause less hardship on the adjacent property in the long run.

Recommendations:

• Remove the requirement for canopy trees within buffers that abut adjacent properties.

• Increase the number of understory trees to be planted within the buffer accordingly. <u>Tree Planting on Single family lots</u>. The code has a provision of a minimum number of canopy tree per lot. Starting with the small lots < 6,000 s.f. the requirement is 2 canopy trees per lot. Once the home and driveway are constructed there would be about 2,000 s.f. of yard space remaining. 1,000 s.f. in the back yard and the remainder in the side and front yards. There is simply not enough room to place two canopy trees in that amount of space. For example, a mature oak tree with a 40' diameter will take up 1,250 s.f. land. If in the back yard it will completely cover the yard and the neighbors' yard as well. If a homeowner wants a vegetable garden or pool, then they will remove the tree eventually defeating the purpose of planting trees. Same goes for larger lots with more trees required. Let's look at this proactively. As a <u>minimum</u> county standard placing 1 canopy tree in the front yard as a street tree and placing an understory tree in the rear yard will achieve the county goal of planting trees but also negate the nuisance factor of large trees. Any homeowner can plant more canopy trees, but the minimum standard addresses the right tree in the right location standard.

Recommendation:

• adjust the minimum tree planting table on page 272 to reduce the required canopy trees per lot and incorporate the use of understory trees to meet the number of trees to be planted on a single-family lot.

Anyway, these are my thoughts. Please give a call if you want to review any of this.

President Daly Design Group

Lic. Real Estate Broker Lic. Landscape Architect. 913 N. Pennsylvania Ave. Winter park, FL. 32789 Of 407-740-7373 Cell 407-252-8644



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-514

Title:

Tuskawilla Storage PD Rezone - Consider a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) for a proposed self storage facility on approximately 4.81 acres, located on Tuskawilla Road approximately 200 feet south of Michael Blake Boulevard; (Z2022-20) (David Axel, Applicant) District2 - Zembower (**Doug Robinson, Project Manager**).

Authorized By:

Rebecca Hammock

Division:

Development Services - Planning and Development

Contact/Phone Number:

Doug Robinson / 407-665-7308

Motion/Recommendation:

- Recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) and approve the associated Development Order and Master Development Plan for 4.81 acres located on Tuskawilla Road approximately 200 feet south of Michael Blake Boulevard; or
- Recommend the Board of County Commissioners deny adoption of the proposed Ordinance enacting a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) and deny the associated Development Order and Master Development Plan for 4.81 acres located on Tuskawilla Road approximately 200 feet south of Michael Blake Boulevard; or
- 3. Continue the request to a time and date certain.

Background:

The Applicant is requesting a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) in order to develop the subject property as a self-storage facility with a maximum floor area of 107,593 square feet, a maximum Floor Area Ratio (FAR) of

0.65, and a maximum building height, to the flat roof, of thirty-five (35) feet, up to three (3) stories. A maximum height for architectural roof elements of forty-five (45) feet is proposed. In addition, the maximum building height within 200 feet of the eastern property boundary is limited to twelve (12) feet by the proposed Development Order.

The subject property consists of one (1) parcel totaling 4.81 acres of vacant land. The site has been vacant since at least 2007, but was originally developed in the mid-1970s as operations for Hi-Flavor Meats, Inc. This business operated on this site until sometime in the mid-2000's. A demolition permit for the prior existing structures was issued by the County on March 17, 2006.

The subject property is surrounded by the City of Winter Springs and adjacent to the City's Town Center District. Self storage is not listed as a permitted use in this district. However, the subject property is located within unincorporated Seminole County and has a future land use designation of Industrial and split zoning of M-1 and A-1. M-1 zoning allows warehouse and self storage uses. Self storage is only permitted in the Industrial Future Land Use designation in unincorporated Seminole County.

The property's surroundings and proximity to the City of Winter Springs' Town Center presented concern regarding compatibility with the character of the surrounding area, which is mostly within the Winter Springs Town Center District, but includes residential uses. Therefore, given the location of the subject property and surrounding uses, the Applicant is proposing a Planned Development to create compatibility. Pursuant to Sec. 30.441. - Intent and purpose, the Planned Development (PD) district is intended to facilitate various development types, and combinations thereof, that may be difficult to achieve under conventional zoning regulations. Development standards to be implemented within a Planned Development shall be established by the Board of County Commissioners at the time of rezoning. Such rezoning shall be conditioned upon a Master Development Plan and a written Development Order. Specific criteria for the development may address, but not limited to, compatibility with surrounding land uses, road access, availability and efficient use of utility capacity, coordination with transit, etc. Architectural and other appearance-related design elements may be included as approval conditions where the Board finds they are necessary to achieve crucial aspects of the development concept, such as economic feasibility or neighborhood compatibility.

Thus, the Applicant has committed to several design criteria to lessen impacts to surrounding uses and properties. These include, but are not limited to, the following conditions:

- Prohibiting the outdoor storage of vehicles and equipment;
- Providing exterior finishes consistent with Winter Springs Town Center architectural guidelines;
- Designing the site so that storage bay doors will not be visible from off-site and no

external storage bay doors shall face east toward existing residential development;

- Providing buffers along west and east property boundaries that will include extensive landscaping and may include decorative metal fencing;
- Screening dumpsters, mechanical equipment, and fire protection equipment views from outside of the site; and
- Reducing illumination onto surrounding properties, by fully shielding exterior lights, not exceeding 3000 kelvin color temperature lights, and decreasing light spillage from 0.5 foot candles, as required by Seminole County Land Development Code, to 0.25 foot candles.

The Applicant is varying from the off-street parking requirements of Sec. 30.1221 (4) -Manufacturing Concerns and Warehouses, which requires one (1) space for each one thousand (1,000) square feet of building plus one (1) space for two (2) employees on the largest shift. Instead, the Applicant has referenced the applicability of a parking justification study prepared for a similar project in Seminole County showing that the parking calculation of one (1) space for each ten thousand (10,000) square feet of building plus one (1) space for two (2) employees on the largest shift is adequate parking for the self storage use.

The Future Land Use and Zoning designations of the surrounding area in relation to the subject property are as follows:

East:	Strong Tree Way / Tuskawilla Crossings Townhomes Future Land Use: Town Center District (Winter Springs) Zoning: TC (Town Center - T4) (Winter Springs)
West:	Tuskawilla Road / Avery Park Single-Family Residential Future Land Use: Medium Density Residential (MDR), and Town Center District (Winter Springs) Zoning: A-1 (Agriculture), and TC (Town Center - T4) (Winter Springs)
North:	Vacant Property Future Land Use: Town Center District Zoning: TC (Town Center - T4) (Winter Springs)
South:	Open Space for Tuskawilla Crossings Future Land Use: Town Center District Zoning: TC (Town Center - T4) (Winter Springs)

Site Analysis

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin and has limited downstream capacity. Therefore, the site will have to be designed to hold 25-year, 24-hour storm event onsite unless an appropriate outfall system is determined at final engineering.

Wetland Impacts:

The site contains wetlands. Wetland delineation and buffers shall be required at Final Development Plan. A 15-foot minimum, 25-foot average undisturbed upland buffer must be provided from all approved jurisdictional wetland boundaries. A conservation easement that includes all onsite wetlands shall be provided post development.

Endangered and Threatened Wildlife:

The site has been vacant since at least 2007 and may contain endangered or threatened species. A listed species survey will be required prior to Final Development Plan approval.

Utilities:

The subject property is located in unincorporated Seminole County but within the City of Winter Springs utility service area. Developments requiring utilities from cities are normally required to enter into pre-annexation agreements that often dictate appropriate land uses based on that city's vision for the future (future land use map). If a developed property connects to city utilities it is usually required to annex once it becomes contiguous. In this case, however, it has been determined that sewer is not available to the site, as the location and type of line does not meet definition of available. There is a twelve-inch (12") water line along Tuskawilla Road and a fire hydrant adjacent to the property. Since the Applicant is proposing a PD for a self-storage facility, Environmental Services has determined that connection to central water is not required based on that specific use. Thus, the development is proposing well and septic.

The Applicant presented a letter addressed to the City of Winter Springs requesting water and sewer service for the proposed development. The Applicant has indicated to Seminole County that they have not received a response to their letter. The Applicant, therefore, proposes to develop the site utilizing private well water and an onsite sewage treatment and disposal system.

The Applicant has further stated that according to Florida Statute 381.0065(1)(b) and (2) (b), since the City of Winter Springs has not responded, it has essentially denied utility connections, and since the site is not capable of connecting to those services, the

connection may be considered not "available".

The Applicant has stated that once available, the site will connect to the City's public utilities. Until such time, the Applicant is proposing an onsite sewage treatment and disposal system that complies with the State's required limit of 1,000 gallons per day or less.

Fire Protection:

Since the Applicant is proposing a private well for water, an alternative fire protection system shall be provided in accordance with the adopted edition of the Florida Fire Prevention Code pursuant to Florida Statute 633. Alternative methods shall be reviewed by the Authority Having Jurisdiction (AHJ) and must be found acceptable prior to AHJ approval at the time of Final Development Plan approval.

Transportation/Traffic:

The property proposes access onto Tuskawilla Road, which is classified as a Rural Minor Arterial roadway. Tuskawilla Road is currently operating at a level-of-service range from "B-D" depending on time of day and direction. Tuskawilla Road does not have improvements programmed in the County's 5-year Capital Improvement Program.

Sidewalks:

There is an existing sidewalk along Tuskawilla Road. The developer will be required to provide connection between the sidewalk and the site.

Public Transit:

The nearest LYNX Link 434 bus stop is approximately one-quarter mile from the site on E SR 434, east of Tuskawilla Road.

Buffers:

The Applicant proposes a twenty (20) foot buffer along the eastern property line including understory trees, a 0.4 opacity, 2.25 plant units per 100 linear feet, and the option for either opaque fencing, if installed along the inside edge of the landscape buffer; or decorative metal fencing, if installed along the eastern property line. The south buffer width is ten (10) feet with a 0.1 opacity, and 0.95 plant units per 100 linear feet. The west buffer includes a twenty-five (25) foot buffer, 0.5 opacity, and 2.7 plant units per 100 linear feet along Tuskawilla Road. The north buffer would be identical to the south buffer in width and number of plant units.

Open Space:

The requested development will meet the required twenty percent (20) common usable open space, which may include the area in landscape buffers.

Community Meeting:

The Applicant held a community meeting on Tuesday March 14, 2023 at 6:00 p.m. The community meeting sign-in sheet indicates that eighty-seven (87) citizens attended the meeting. The Applicant also reported that an alternative sign-in sheet provided by Winter Springs included names for fourteen (14) meeting attendees. The Applicant's meeting summary indicated that a wide range of questions were asked including, but not limited to, questions about the location of a fire water tank, buffer zones, driveway and access locations, traffic generation, hours of operation, types of commercial uses, impact on home values, and incompatibility with nearby neighborhoods. The Applicant provided 3D renderings of the proposed building as well as a proposed landscape buffer view facing west from Strong Tree Way, located along the eastern property boundary.

Winter Springs Recommendation:

The City of Winter Springs has indicated their objection to the proposed rezone. Please see the attached email correspondence from Nick Tafelsky, a Senior Planner with the City.

Consistency with the Land Development Code

The proposed PD zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 25.

The request is consistent with the Land Development Code of Seminole County and the surrounding area. The proposed project supports the objectives of the PD zoning designation in that it provides the required minimum of twenty (20) percent open space and provides adequate buffering to maintain compatibility with surrounding uses.

Staff finds that the requested PD 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 may 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 through 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 consistent with a general trend toward higher development intensities and upgraded visual appearances along Tuskawilla Road, in conjunction with the City of Winter Springs Town Center zoning district. The proposed building height of thirty-five (35) feet with architectural roof elements not to exceed forty-five (45) feet is in keeping with the high-intensity commercial activities to the north, along Tuskawilla Road and SR 434, and the proposed PD will generate minimal demand for roadway and utility capacity. The proposed Master Development Plan provides adequate buffering along the adjacent street frontages to the east and north, and foundation landscaping along the building walls visible from off-site.

The proposed request is also consistent with the Seminole County FLU Exhibit 1 Compatible Transitional Land Uses. The Compatible Transitional Land Use Table states that light industrial uses can be compatible with medium density residential uses when sufficient buffers, limited building heights, architectural controls and limited hours of operation are established through PD zoning to address any nuisance related issues and enhance compatibility. The applicant is proposing a PD to create compatibility through design criteria. The property is adjacent and near townhome developments within the City of Winter Springs, which appear to have medium densities. In addition there is County MDR Future Land Use property to the northwest.

The City of Winter Springs has annexed property immediately surrounding the subject site both to the east and directly west of Tuskawilla Road. These annexations and rezonings to Town Center occurred around 2001 and 2014 and, in both cases, the City of Winter Springs found that the proposed use and density were compatible with the surrounding area and land uses were compatible with the Town Center. The May 29, 2001 Commission Agenda public hearing item states that the proposed rezoning is compatible with the existing land use of adjacent properties, which includes the subject property. These two commission agenda item reports are attached to this current rezone request.

Staff finds the requested PD zoning classification to be consistent with the Seminole County Comprehensive Plan.

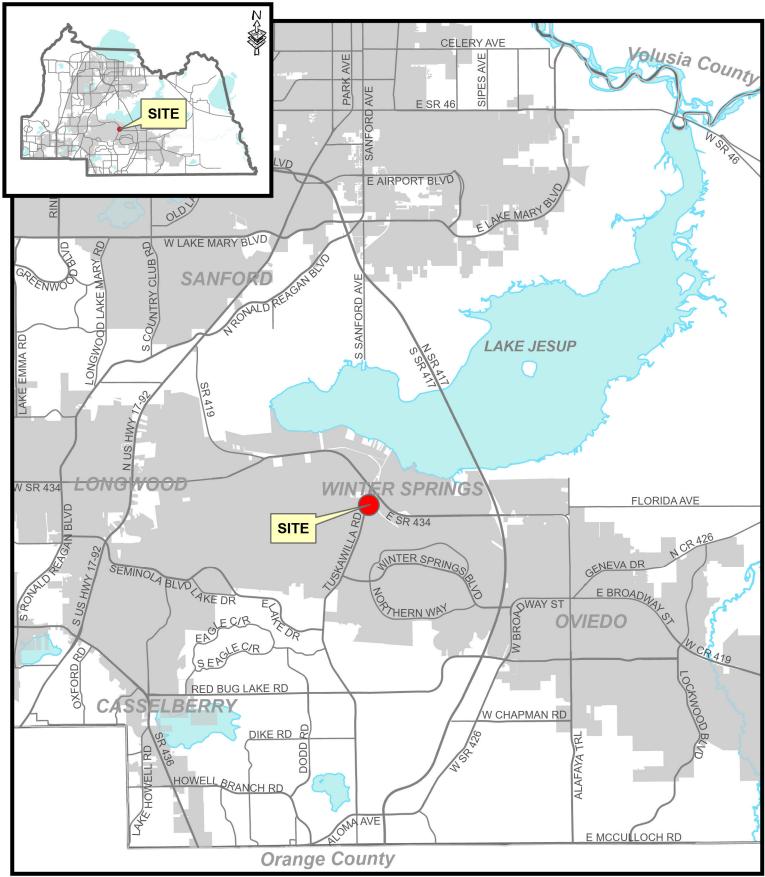
An Interlocal Agreement was presented by the City Attorney on behalf of the City of Winter Springs City Commission to the County Attorney's Office to proffer for the County's consideration. The County Attorney's Office opined that the draft Agreement is based on the authority contained in FS Section 171.046, which applies to developed property. The subject property is currently vacant; thus this section does not apply to undeveloped or unimproved real property. The City's proposed Interlocal Agreement is attached for reference.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission voted five (5) to one (1) to recommend the Board of County Commissioners approve this item on May 3, 2023.

Staff Recommendation:

Recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from M-1 (Industrial) and A-1 (Agriculture) to Planned Development (PD) for 4.81 acres and approve the associated Development Order and Master Development Plan, located on Tuskawilla Road approximately 200 feet south of Michael Blake Boulevard.



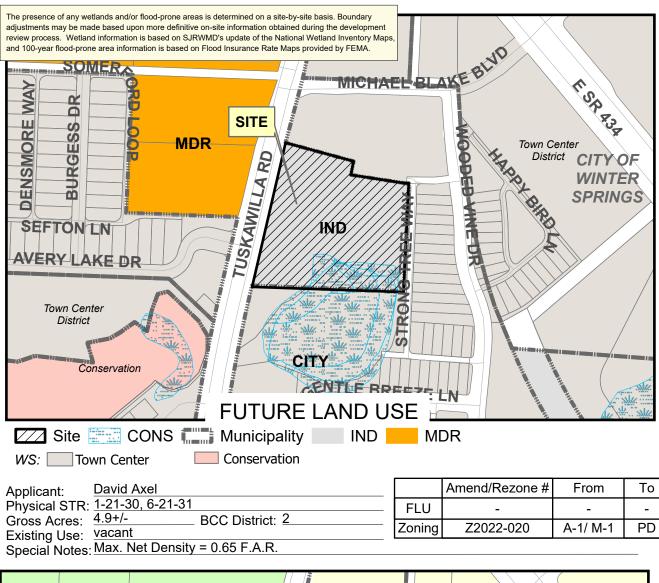
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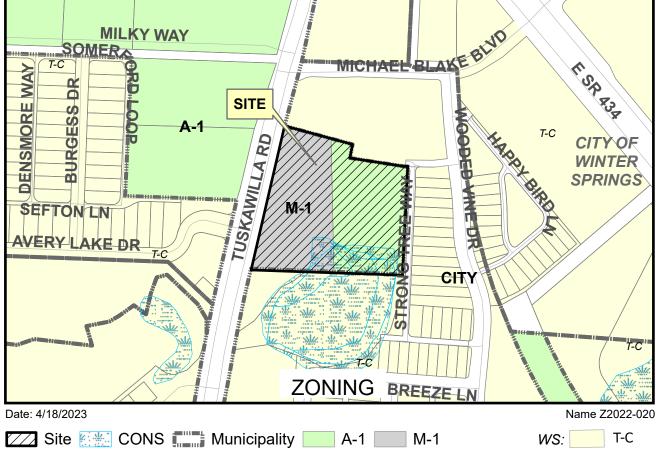
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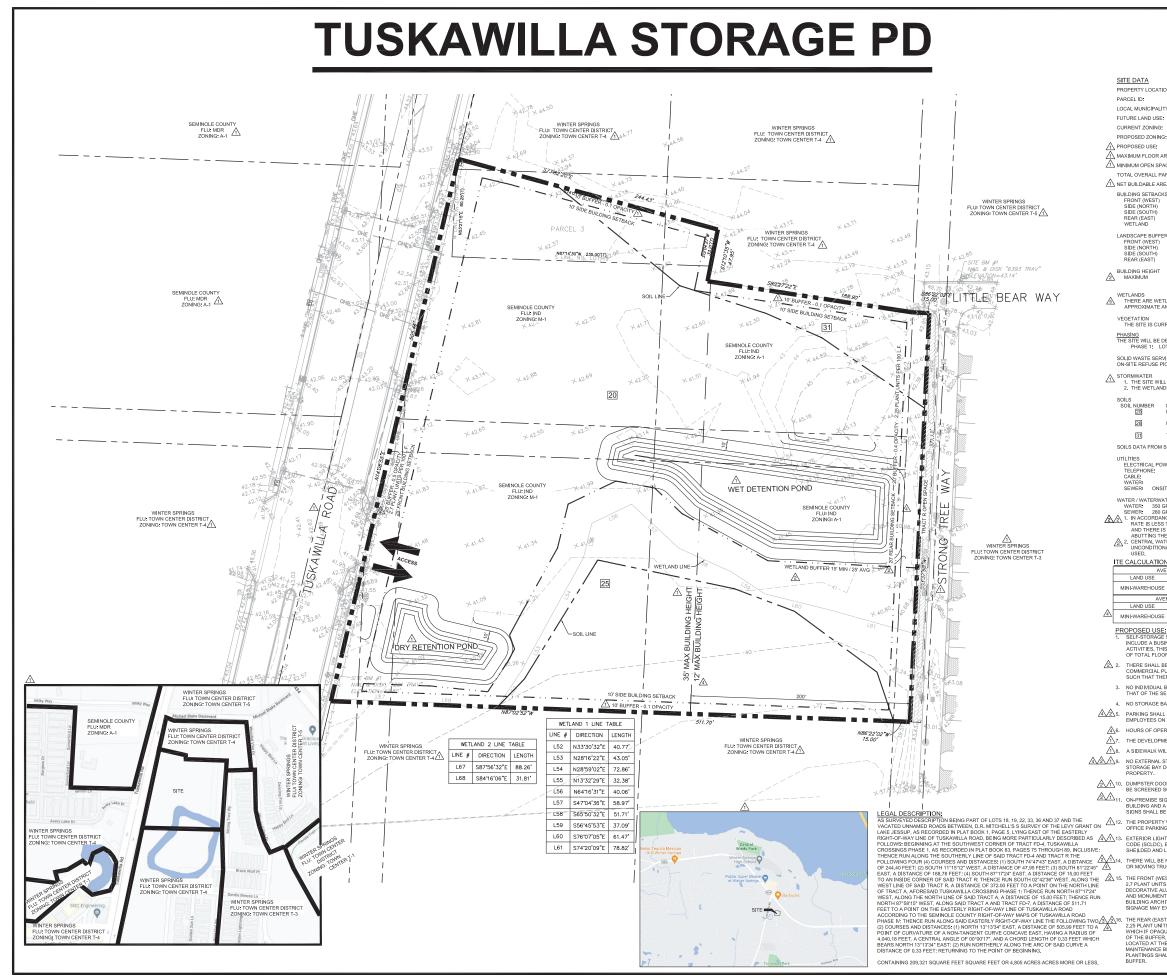


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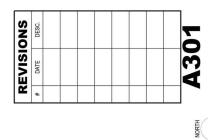






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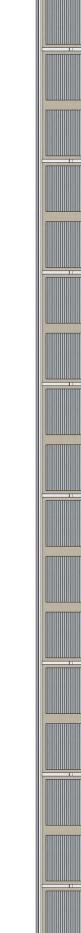
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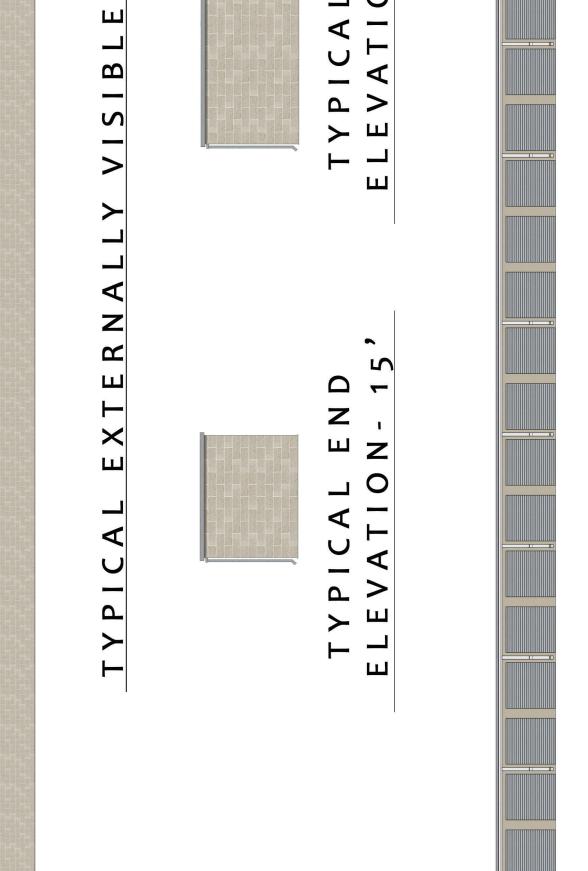
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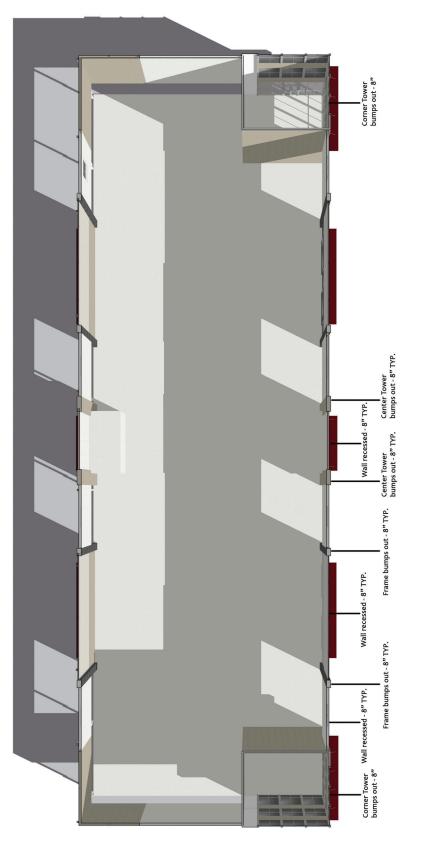


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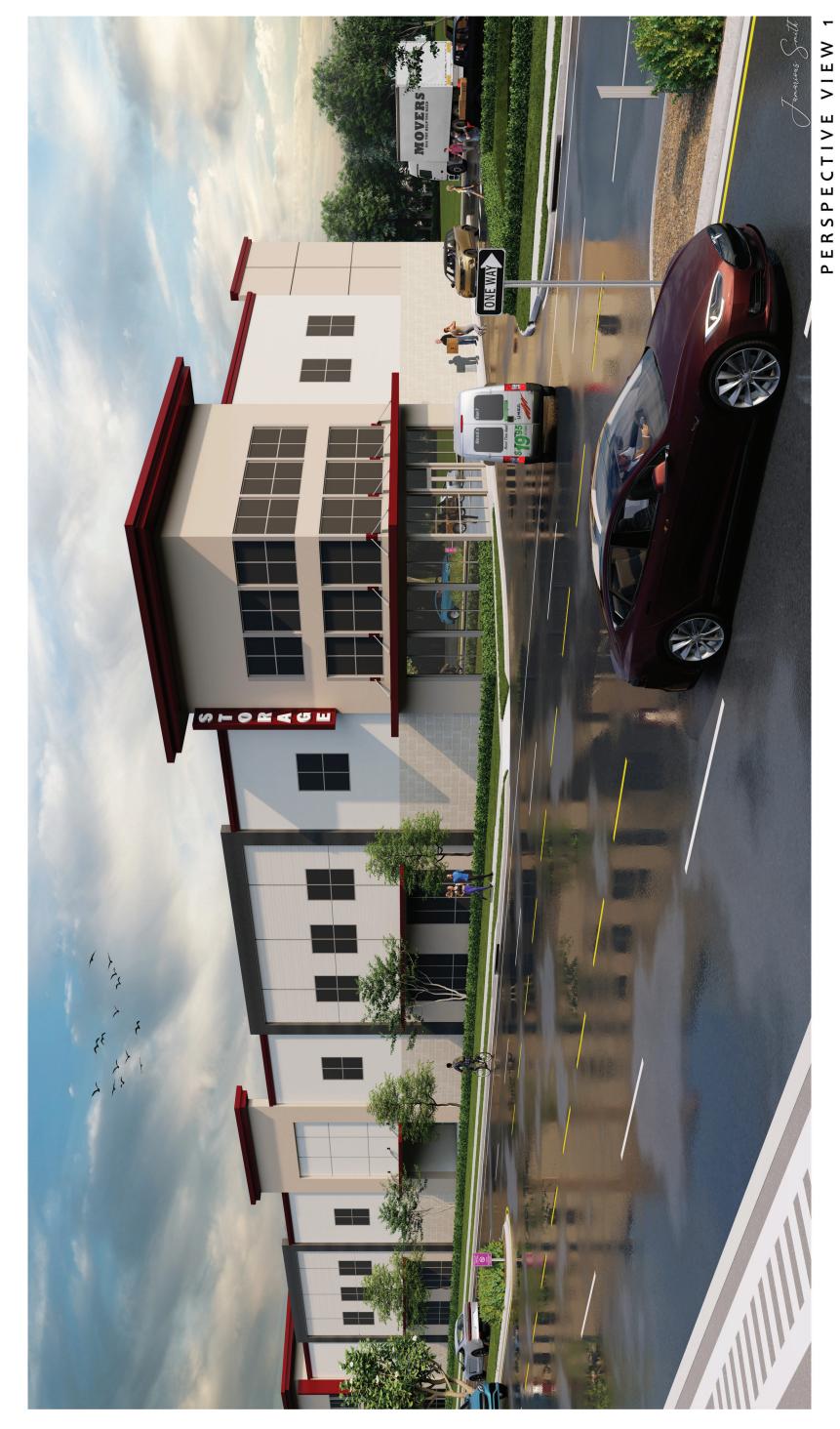
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PLAN VIEW





TUSKAWILLA SELF STORAGE TUSKAWILLA ROAD, WINTER SPRINGS, FL 32708





April 5, 2023

VIA ELECTRONIC MAIL

Doug Robinson, Principal Planner Seminole County Planning & Development 1101 E. 1st Street Sanford, Florida 32771

Re: Tuskawilla Storage Planned Development – Parking Justification

Dear Mr. Robinson:

As you are aware, our firm is land use counsel for the Tuskawilla Storage Planned Development (File No. PZ2022-020; DO #22-20500019). On the issue of parking, we have reviewed the pending Atlantic Drive Self Storage submittal (File No. PZ2022-27; DO #22-20500019), including the Parking Justification Study submitted for the project. We respectfully submit that such methodology is equally applicable to the Tuskawilla Storage Planned Development. Accordingly, please accept this letter as confirmation that we intend to rely upon and use the same methodology for the parking to be provided/required for the Tuskawilla Storage Planned Development – *i.e.*, a minimum of one (1) parking space per 10,000 square feet, plus one (1) parking space for each two (2) employees on the largest shift.¹

I appreciate your attention to this matter. As always, please do not hesitate to contact me should you have any questions or need additional information.

Sincerely,

S. Brent Spain

S. Brent Spain

cc: Rebecca Hammock (via e-mail)

¹ See Condition L of Development Order for Atlantic Drive Self Storage. It also bears noting that the Atlantic Drive Self Storage project includes office use.

Tallahassee	Orlando
433 North Magnolia Drive	1809 Edgewater Drive
Tallahassee, Florida 32308	Orlando, Florida 32804
(850) 224-7332	(407) 347-5388
Fax: (850) 224-7662	Fax: (407) 264-6132

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 23, 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:Vi-Con Development Group, LLC1660 Chase Landing Way, Winter Park, FL 32789

Project Name: Tuskawilla Storage Planned Development

Requested Development Approval: Consider a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) on 4.81 acres, located on Tuskawilla Road, just south of Winter Springs, FL.

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:

Doug Robinson, Principal Planner 1101 East First Street Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development 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: Self-service storage, rental office, and limited retail area selling items related to moving and storage activities. The total area of the rental office and retail area shall not exceed 1,000 square feet.
- C. Maximum Floor Area Ratio (FAR): 0.65
- D. Maximum Building Height: Three (3) story, thirty-five (35) feet for flat main roof and forty-five (45) feet to the highest point of all architectural elements. A one (1) story, twelve (12) foot maximum building height restriction shall also be required within 200 feet of the eastern property boundary.
- E. Minimum Open Space: Twenty (20) percent
- F. Hours of Operation: 7:00 a.m. to 9:00 p.m., Mon. Sun.
- G. Building Setbacks from the external property boundaries are as follows:

North: Ten (10) feet South: Ten (10) feet East: Twenty (20) feet West: Twenty-five (25) feet

H. Landscape Buffers shall be required as follows:

Buffer	Opacity	Bufferyard Width (ft.)	Plant Units per 100 linear feet	Enhancements
North	0.1	10	0.95	
East	0.4	20*	2.25	Five (5) foot fence may be included. If opaque, to be located along the inside edge of the landscape buffer area. If open metal decorative fence, may be located at the property line.

West	0.5	25	2.70						
South	0.1	10	0.95						
	Notes: Buffer components will be established during Final Development Plan (FDP) *Eastern landscape buffer width was increased by (5) feet								

- I. The Developer is required to build in general compliance with the architectural and 3D renderings shown in Exhibit (C). The final approval of architectural design will be reviewed and approved by staff during Final Development Plan (FDP).
- J. Exterior walls shall be finished with natural materials such as wood, stone, and/or manufactured products such as brick, stucco, concrete, composite or EIFS panels, architectural glass, CMU (Concrete Masonry Units), and architecturally decorative concrete block. Metal siding shall be prohibited; provided, however, metal may be used for architectural elements and for exterior storage unit bay doors.
- K. Businesses that rent moving vehicles or equipment shall be prohibited.
- L. No individual bay or unit in the self storage facility shall be used as a place of business apart from that of the self storage operator.
- M. Parking shall be provided at a minimum rate 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. Off-street parking shall not be located in front of the proposed building facing Tuskawilla Road
- N. Outdoor storage of any moving rental vehicles, boats, recreational vehicles, automobiles, equipment and/or materials shall be prohibited.
- O. No self storage unit/bay shall contain plumbing.
- P. No external self storage bay doors may face east toward existing residential development. Further, all self storage bay doors shall not be readily visible from the ground level at the boundary of the property.
- Q. Dumpster doors, mechanical equipment, and fire protection equipment, including water tanks, shall be screened so that they are not visible from outside the property.
- R. On-premise signs shall be limited to building face mounted signs on the west and south sides of the building and ground mounted monument signs proximate to the project vehicular entrance. Pole signs shall be prohibited.
- S. The property shall have access control, including vehicular access gates, beyond the business office parking area.
- T. Exterior lighting shall comply with Part 64, Section 30.1234 of the Seminole County Land Development Code (SCLDC), except that off-site

light spillage shall not exceed 0.25 foot candles, shall be fully shielded, and lighting shall be 3000 kelvin color temperature or less.

- U. The developer shall provide a pedestrian circulation system in the development as well as connecting to existing sidewalks outside of the development, as required in the Seminole County Land Development Code and Public Works Engineering.
- V. Fire department access roads, water supply, and fire protection system features shall be provided in accordance with the adopted edition of the Florida Fire Prevention Code pursuant to Florida Statute 633. Alternative methods shall be reviewed by the Authority Having Jurisdiction (AHJ) and must be found acceptable prior to AHJ approval at the time of Final Development Plan approval.
- W. The windows shown on architectural renderings in Exhibit C shall be faux or mirrored windows above the first floor, except for the multiple tiers of windows above the office/retail area. Bay doors to access internal storage units shall not be visible from outside the building through the windows.
- X. In the case of a conflict between the written conditions A through W in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through W shall 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.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Amy Lockhart, Chairman

EXHIBIT A

Legal Description

BEING PART OF LOTS 18, 19, 22, 33, 36 AND 37 AND THE VACATED UNNAMED ROADS BETWEEN, D.R. MITCHELL'S S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, AS RECORDED IN PLAT BOOK 1, PAGE 5, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT FD-4. TUSKAWILLA CROSSINGS PHASE 1, AS RECORDED IN PLAT BOOK 83, PAGES 75 THROUGH 89, INCLUSIVE: THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT FD-4 AND TRACT R THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 74°47'43" EAST, A DISTANCE OF 244.40 FEET; (2) SOUTH 11°15'12" WEST, A DISTANCE OF 47.95 FEET; (3) SOUTH 81°22'45" EAST, A DISTANCE OF 188.78 FEET; (4) SOUTH 87°17'24" EAST, A DISTANCE OF 15.00 FEET TO AN INSIDE CORNER OF SAID TRACT R: THENCE RUN SOUTH 02°42'36" WEST, ALONG THE WEST LINE OF SAID TRACT R. A DISTANCE OF 372.00 FEET TO A POINT ON THE NORTH LINE OF TRACT A, AFORESAID TUSKAWILLA CROSSING PHASE 1; THENCE RUN NORTH 87°17'24" WEST, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 87°58'15" WEST, ALONG SAID TRACT A AND TRACT FD-7, A DISTANCE OF 511.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD ACCORDING TO THE SEMINOLE COUNTY RIGHT-OF-WAY MAPS OF TUSKAWILLA ROAD PHASE IV: THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 13°13'34" EAST, A DISTANCE OF 505.99 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 4,040.18 FEET, A CENTRAL ANGLE OF 00°00'17", AND A CHORD LENGTH OF 0.33 FEET WHICH BEARS NORTH 13°13'34" EAST: (2) RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.33 FEET: RETURNING TO THE POINT OF BEGINNING.

CONTAINING 209,321 SQUARE FEET SQUARE FEET OR 4.805 ACRES MORE OR LESS.

EXHIBIT B

Master Development Plan

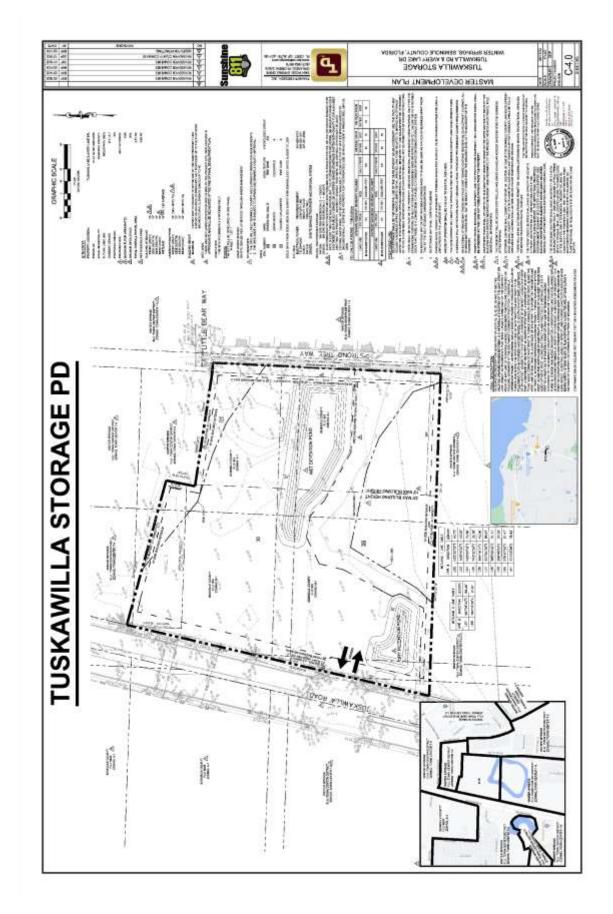
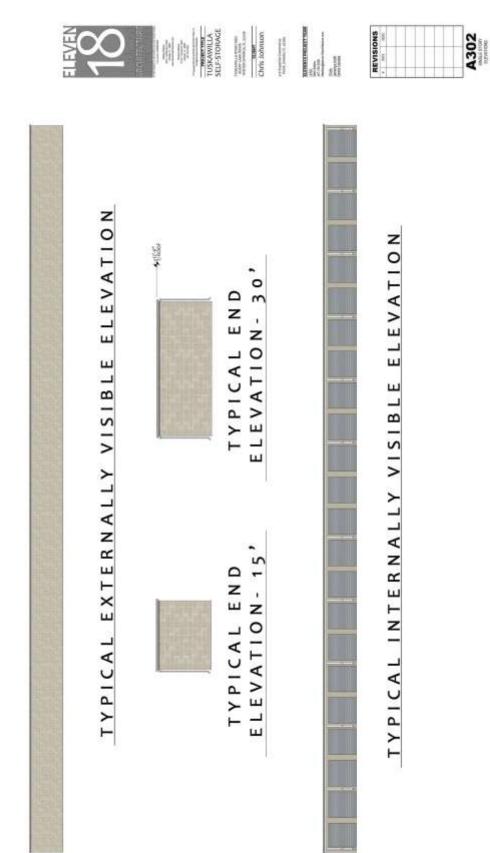


EXHIBIT C

Architectural Renderings

22-20500015



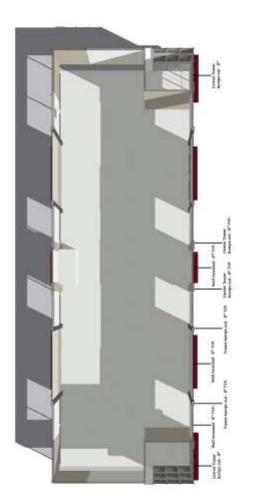


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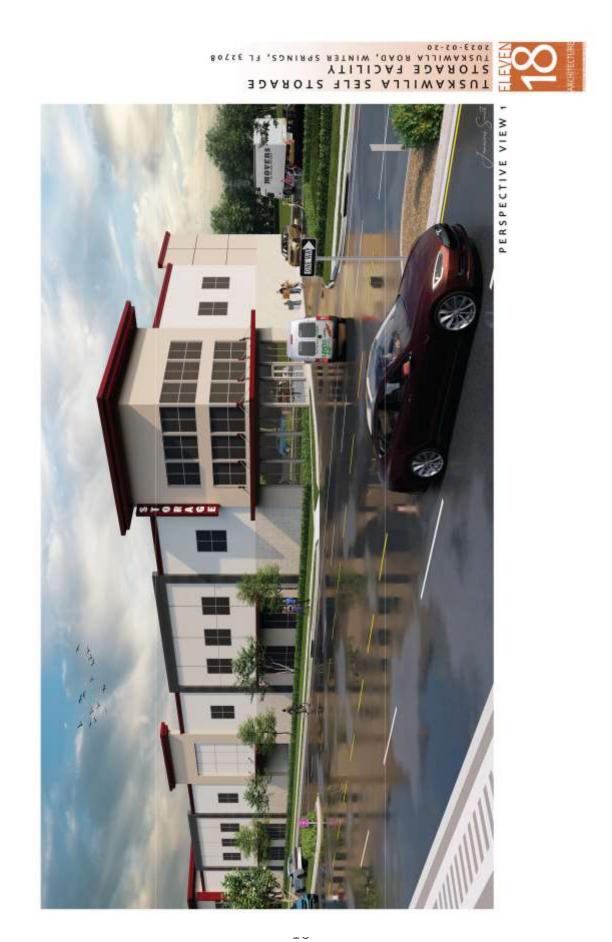






- **-**

PLAN VIEW



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 M-1 (Industrial) and A-1 (Agriculture) ZONING CLASSIFICATIONS 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 Tuskawilla Storage PD Rezone, dated May 23, 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) and A-1 (Agriculture) to PD (Planned Development) pursuant to the provisions contained in Development Order #22-20500015, 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.

1

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. The Clerk of the Board of County Commissioners shall provide a certified copy of this Ordinance to the Florida Department of State in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #22-20500015 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 23rd day of May, 2023.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

Amy Lockhart, Chairman

EXHIBIT "A"

DEVELOPMENT ORDER

FILE NO.: PZ2022-020

DEVELOPMENT ORDER #

22-20500015

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 23, 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:	Vi-Con Development Group, LLC			
	1660 Chase Landing Way, Winter Park, FL 32789			

Project Name: Tuskawilla Storage Planned Development

Requested Development Approval: Consider a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) on 4.81 acres, located on Tuskawilla Road, just south of Winter Springs, FL.

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:

Doug Robinson, Principal Planner 1101 East First Street Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is GRANTED.

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(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

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*Eastern landscape buffer width was increased by (5) feet

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4

(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.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Amy Lockhart, Chairman

EXHIBIT A

Legal Description

BEING PART OF LOTS 18, 19, 22, 33, 36 AND 37 AND THE VACATED UNNAMED ROADS BETWEEN, D.R. MITCHELL'S S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, AS RECORDED IN PLAT BOOK 1, PAGE 5, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT FD-4. TUSKAWILLA CROSSINGS PHASE 1, AS RECORDED IN PLAT BOOK 83, PAGES 75 THROUGH 89, INCLUSIVE; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT FD-4 AND TRACT R THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 74°47'43" EAST, A DISTANCE OF 244.40 FEET; (2) SOUTH 11°15'12" WEST, A DISTANCE OF 47.95 FEET; (3) SOUTH 81°22'45" EAST, A DISTANCE OF 188.78 FEET; (4) SOUTH 87°17'24" EAST, A DISTANCE OF 15.00 FEET TO AN INSIDE CORNER OF SAID TRACT R; THENCE RUN SOUTH 02°42'36" WEST, ALONG THE WEST LINE OF SAID TRACT R, A DISTANCE OF 372.00 FEET TO A POINT ON THE NORTH LINE OF TRACT A, AFORESAID TUSKAWILLA CROSSING PHASE 1; THENCE RUN NORTH 87°17'24" WEST, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 87°58'15" WEST, ALONG SAID TRACT A AND TRACT FD-7, A DISTANCE OF 511.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD ACCORDING TO THE SEMINOLE COUNTY RIGHT-OF-WAY MAPS OF TUSKAWILLA ROAD PHASE IV: THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 13°13'34" EAST, A DISTANCE OF 505.99 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 4,040.18 FEET, A CENTRAL ANGLE OF 00°00'17", AND A CHORD LENGTH OF 0.33 FEET WHICH BEARS NORTH 13°13'34" EAST: (2) RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.33 FEET: RETURNING TO THE POINT OF BEGINNING.

CONTAINING 209,321 SQUARE FEET SQUARE FEET OR 4.805 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING PART OF LOTS 18, 19, 22, 33, 36 AND 37 AND THE VACATED UNNAMED ROADS BETWEEN, D.R. MITCHELL'S S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, AS RECORDED IN PLAT BOOK 1, PAGE 5, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 209,321 SQUARE FEET SQUARE FEET OR 4.805 ACRES MORE OR LESS.

Tuskawilla Storage PD (Project No. 22-20500015) Minutes of Community Meeting Held on March 14, 2023

Community Meeting was held in the Banquet Room at The Foundry Church, 1491 East State Road 434, Winter Springs, Florida.

In attendance for the Applicant were Dave Axel, Axel Real Estate, Inc., and S. Brent Spain, Esquire, Theriaque & Spain.

Eighty-seven (87) members of the public filled out the Applicant's "Sign In" Sheets as requested by Mr. Axel before and during the community meeting. (*See* Exhibit "A"). Fourteen (14) members of the public also filled out a separate sign-in sheet that the Winter Springs Mayor had set out at the community meeting. (*See* Exhibit "B")

The community meeting started at approximately 6:08 pm by Dave Axel

Dave Axel welcomed those in attendance and provided an introduction. Mr. Axel then provided an overview of the Tuskawilla Storage PD and Seminole County's PD review process. He discussed the proposed Master Development Plan (MDP) and 3d renderings of the proposed project. He also discussed the limitations imposed on the site as part of the MDP and the proposed Development Order. Mr. Axel and Mr. Spain displayed oversized 24" x 36" poster prints of the proposed MDP, architectural renderings of the proposed building, a conceptual 3d rendering from Tuskawilla Boulevard, and a 3d rendering of the vegetative buffer along the eastern property line of the site. The poster prints were on display before, during, and following the conclusion of the community meeting for attendees to view.

Following his presentation, Mr. Axel opened the floor to questions and comments from those in attendance.

Attendees asked questions or made comments regarding a wide range of matters, including the following topics: location of fire water tank, buffer zones, driveway and access locations, traffic generation, hours of operation, types of commercial uses, impact on home values, incompatibility with nearby neighborhoods, public notice for the community meeting, the timing of the community meeting, traffic safety, opposition to the project, use of the storage units by contractors, whether the operator is a franchise or independent, security for the site, after-hours access, signage requirements, perimeter fencing, soil testing from prior industrial uses on the site, stormwater retention, visibility of building, status of the approval for the project, other preferred uses for the site, building height and number of stories, exterior lighting, other uses allowed on M-1 zoned property, status of permit for septic system, ability to connect to water and sewer lines, traffic study, number of storage units, vehicular stacking at entrance, sidewalks on Tuskawilla Boulevard, setbacks, children walking to nearby schools, other alternative zonings, EMS services, crime, noise, whether the operator/developer is local, potential for outside storage, name of the project, the decision to seek PD zoning, whether there is a Plan B for the site, zoning for the rear of the site, design/architecture of building, windows, buffer from Tuskawilla Crossings, and other potential buyers.

Mr. Axel allowed time for every question or comment desired by any attendee at the community meeting and he answered or responded to every question.

Following all questions and comments by the attendees, Mr. Axel thanked everyone for attending and advised the attendees that he anticipated Seminole County to consider the application at public hearings in May. He advised that the County would mail notices regarding such meetings. Mr. Axel concluded the community meeting at approximately 7:32 pm. Mr. Axel and Mr. Spain stayed on site until approximately 8:00 pm to speak to individual attendees and to allow attendees time to look at the poster prints on display.



PERSPECTIVE VIEW 1



PERSPECTIVE VIEW 2

TUSKAWILLA STORAGE – PD RE SIGN IN SHEET	TUSKAWILLA STORAGE – PD REZONE AND MASTER DEVELOPMENT PLAN SIGN IN SHEET		HIBIT A
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S	Michael		
Glenn trais	981 TALON PLACE Winter Springs	812-639-7240	dem. Knies Ogmail.com
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SIGN IN SHEET MARCH 14, 2023 COMMUNITY MEETING (PROJ #: 22-20500015) TUSKAWILLA STORAGE - PD REZONE AND MASTER DEVELOPMENT PLAN

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Ken Spalthalt	331 wooded have Dr.	Ken42900 Comaiber	407-340-6329
LerAnn Spalthoff		Leeannspalthoff @yahoo,com	908 902 6521
Gina Shafer	Winter Springs Villiage	gina gatar ng gmai	
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Ninelle Sterling-Vgor	H28 Dancing 1 Water Dr	ugorjims e hotmail.com	912-682-4656
Kurt Mieriche	1820 Seneca Bile	KMIERICKE DADZ.	407-257-1706
Gail Hoepner	988 Papaya Lane	hoepnerga,	407-617-8769
David Shoemaker	1572 Grace ful Due LOOP, IN inter Spring, Fl	Shoemalusr. Dave Qiclay/ .com	
Phillip Pernice	1763 OWASCO ST WS FL	p2_4000@icload. com	4074094204
Andrew Maxon	1373 Blue Spruce Ct. Winter Springs	amaxon B gmail. Lo m	467-
Ronda McLoughlin	Winter Springs 518 Saquerer Rt W.S	rmommy & gmclil. com	/
Rachel McLaughlin	sis sagecreek ct	bearmattaponi @gmail.com	407-955-6297
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EXHIBIT B

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From:	Nick Tafelsky
To:	Robinson, Doug
Subject:	RE: Town Center Architectural Design Standards
Date:	Tuesday, November 8, 2022 4:53:34 PM

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

Doug,

As we discussed on the phone, my comments for the comment document are as follows:

#9 - self-storage is not a permitted use in the Winter Springs Town Center. Additionally, the proposed project conflicts with Winter Springs Comprehensive Plan Policies 2.2.1 and 2.2.4

#10 - Project should meet City of Winter Springs Ordinances Sec. 20-661 for streetscape compatibility with the Town Center.

#13 - similar to #9, this development does not meet the intent of the Town Center because it is not harmonious with adjacent land uses, does not promote a walkable environment, and is generally in conflict with Winter Springs Comprehensive Plan, Future Land Use Goal 2

Nick Tafelsky Senior City Planner P:(407) 327-5968 F:(407) 327-4753 A:1126 East State Road 434 Winter Springs, Florida 32708-----Original Message-----From: Robinson, Doug <drobinson03@seminolecountyfl.gov> Sent: Tuesday, November 8, 2022 3:18 PM To: Nick Tafelsky <ntafelsky@winterspringsfl.org> Subject: RE: Town Center Architectural Design Standards

EXTERNAL EMAIL: [Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Good Afternoon Nick,

When you have a minute, could you please give me a call to discuss Tuskawilla Storage PD Rezone and MDP.

Doug Robinson, Principal Planner Seminole County Development Services Phone: 407-665-7308 Email: drobinson03@seminolecountyfl.gov

Envision Seminole 2045

-----Original Message-----From: Robinson, Doug Sent: Thursday, November 3, 2022 5:02 PM To: Nick Tafelsky https://www.tafelsky@winterspringsfl.org Subject: RE: Town Center Architectural Design Standards

Thanks Nick!

Doug Robinson, Principal Planner Seminole County Development Services Phone: 407-665-7308 Email: drobinson03@seminolecountyfl.gov

Envision Seminole 2045

-----Original Message-----From: Nick Tafelsky <ntafelsky@winterspringsfl.org> Sent: Thursday, November 3, 2022 3:28 PM To: Robinson, Doug <drobinson03@seminolecountyfl.gov> Subject: Re: Town Center Architectural Design Standards

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Doug,

We have architectural guidelines within the Town Center district code, section 20-327 of our code of ordinances.

https://library.municode.com/fl/winter_springs/codes/code_of_ordinances? nodeId=PTIICOOR_CH20ZO_ARTIIIESDI_DIV12TOCEDICO_S20-327ARGU

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Nick Tafelsky, AICP Senior City Planner

P: (407) 327-5968 F: (407) 327-4753
A: 1126 East State Road 434
Winter Springs, Florida 32708
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From: Robinson, Doug <drobinson03@seminolecountyfl.gov>

Sent: Thursday, November 3, 2022 2:54:21 PM

To: Nick Tafelsky <ntafelsky@winterspringsfl.org>

Subject: Town Center Architectural Design Standards

EXTERNAL EMAIL:

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Nick,

Does the city have any architectural design standards? If so, could you please send me a copy or a website link.

Thanks,

[cid:image001.png@01D8EF94.278E11D0]

Doug Robinson Principal Planner Development Services | Planning & Development

O: (407) 665-7308 1101 E. 1st Street, Sanford, FL 32771 drobinson03@seminolecountyfl.gov<<u>mailto:drobinson03@seminolecountyfl.gov</u>> www.seminolecountyfl.gov<<u>http://www.seminolecountyfl.gov/</u>>

Envision Seminole 2045<<u>https://www.seminolecountyfl.gov/envisionseminole2045</u>>

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COMMISSION AGENDA

Consent	
Informational	
Public Hearing	X
Regular	

Mgr / Authorization

<u>May 29, 2001</u> Meeting

ITEM A

REQUEST:

The Community Development Department requests that the City Commission hold a Public Hearing for second reading and adoption of Ordinance 2001-27 to adopt the Avery Park rezoning petition (REZ-5-2001) that would change the zoning map designation on a 38.37 acre tract located on the west side of Tuskawilla Road across from the Hi-Flavor Meat Plant and trending eastward and northward on the west side of the Tuskawilla Trails Manufactured Home Park from (County) A-1 Agriculture to Town Center District.

PURPOSE:

The purpose of this agenda item is to request the Commission hold a Public Hearing for a second reading and adoption of Ordinance 2001-27 to change the zoning designation from (County) A-1 Agriculture to Town Center District.

APPLICABLE LAW AND PUBLIC POLICY:

Sec. 20-57 of the City Code states "The planning and zoning board shall serve. . . to recommend to the City Commission the boundaries of the various original zoning districts. . . and any amendments thereto. . . .act on measures affecting the present and future movement of traffic, the segregation of residential and business districts and the convenience and safety of persons and property in any way dependent on city planning and zoning."

May 29, 2001 Public Hearing Agenda Item A Page 2

CONSIDERATIONS:

- This general area along Tuskawilla Road around this site has been developing with single family subdivisions such as Oak Forest, part of the larger Tuskawilla PUD, and more recently Grand Reserve Subdivision. The City has finalized the Town Center Future Land Use Map designation and area and established the Town Center Zoning District.
- Developers have been contacting the City with increasing interest now that the Town Center concept and regulations have been finalized. A groundbreaking is expected this summer around the intersection of S.R. 434 and Tuskawilla Road with a grocery store and offices on the former Kingsbury property at the northwest corner.
- Approximately 90% of the property is vacant with tree cover. There are a few residences on the west side of Tuskawilla Road area.

FINDINGS:

- The proposed Town Center zoning designation is compatible with the requested Town Center land use designation approved by the City Commission on March 19, 2001.
- The Comprehensive Plan Amendment was transmitted to DCA for a compliance review according to Florida Statutes section 163.3184 on March 26, 2001.
- The property was annexed into the City through Ordinance No. 2000-08 on April 10, 2000 and Ordinance 2000-24 on August 14, 2000.
- The applicant proposes to develop the property according to the new Town Center regulations.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends that the Commission adopt Ordinance No. 2001-27 to rezone the property from (County) A-1 Agriculture to (City) Town Center District.

May 29, 2001 Public Hearing Agenda Item A Page 3

1

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board at its April 4, 2001 meeting recommended the City Commission approve the change in zoning on the 38.37 acre tract from (County) A-1 Agriculture to Town Center District.

ATTACHMENTS:

- A. Proposed Ordinance 2001-27
- B. Planning & Zoning Board Agenda Item
- C. Planning & Zoning Board minutes
- D. Letter of Authorization

COMMISSION ACTION:

ORDINANCE 2001-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF AN APPROXIMATELY 38.37 ACRE PARCEL LOCATED ON THE WEST SIDE OF TUSCAWILLA ROAD ACROSS FROM THE FORMER HI-FLAVOR MEAT PLANT BOUNDED ON THE NORTH SIDE BY MILKY WAY AVENUE TO "TOWN CENTER"; PROVIDING FOR SEVERABILITY; CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board and City Staff of the City of Winter Springs have recommended approval of this Ordinance; and

WHEREAS, the City Commission of the City of Winter Springs held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of the Planning and Zoning Board, Staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Springs' Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs, Florida.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

<u>Section 1</u>. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as findings of the City Commission of Winter Springs.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Winter Springs as described in City of Winter Springs Code Section 20-102 is hereby amended to include a change of classification to City of Winter Springs "Town Center" for the property legally described and depicted as Property Two on Exhibit "1", which is attached and incorporated herein by this reference. City Staff shall cause the map to be amended if this Ordinance becomes effective pursuant to Section 5 of this Ordinance.

<u>Section 3</u>. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

<u>Section 4</u>. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This ordinance shall become effective upon the effective date of Ordinance 2001-20. If Ordinance 2001-20 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 29th day of May, 2001.

Paul P. Partyka, Mayor

ATTEST: Andrea Lorenzo-Luaces, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only

Anthony A. Garganese, City Attorney

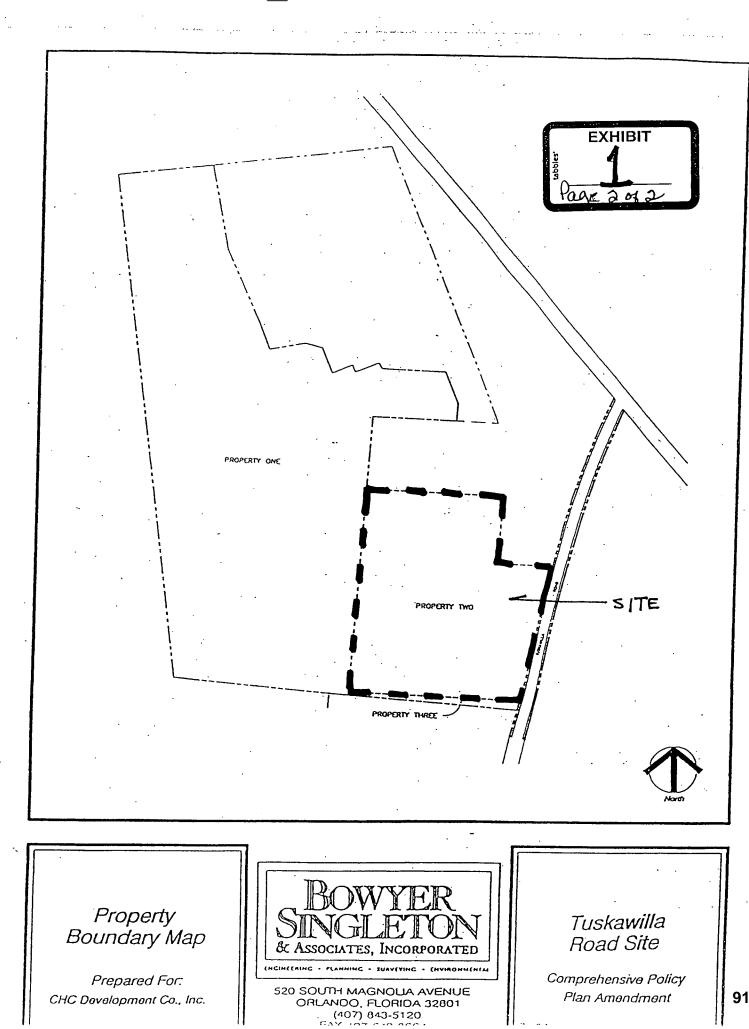
First Reading: May 14, 2001

Second Reading: May 29, 2001

Effective Date: See Section 5.

F:\DOCS\City of Winter Springs\Ordinances\CHC Dev. zoning2.kj

City of Winter Springs Ordinance No. 2001-27



LEGAL DESCRIPTION

LOTS 25 THROUGH 32. 39 THROUGH 48. 56 THROUGH 64 THOSE PORTIONS OF LOTS 37. 38. 53. 54 AND 55 LYING WEST OF TUSCAWILLA ROAD, TUSCAWILLA. AS SHOWN ON D.R. MITCHELL'S SURVEY OF THE LEVY GRANT. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1. PAGE 5. PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA. TOGETHER WITH ALL RIGHTS OF WAY LOCATED ADJACENT TO THE ABOVE LOTS AS VACATED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1050. PAGE 401. PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA. LESS THE EAST HALF OF THE RIGHT OF WAY LYING ADJACENT TO LOTS 25 AND 26 ON THE WEST AND LOTS 23 AND 24 ON THE EAST:

LESS AND EXECPT FROM THE ABOVE THE FOLLOWING:

THOSE PORTIONS OF LOTS 37,38,53, 54 AND 55, TAKEN FOR ROAD RIGHT OF WAY FOR TUSCAWILLA ROAD DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3603, PAGE 1095, RUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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CONTAINS 38.37 ACRES +/-.

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CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708 Telephone (407) 327-1800

AGENDA CITY OF WINTER SPRINGS PLANNING & ZONING BOARD / LPA REGULAR MEETING Wednesday April 4, 2001 – 7:00 p.m. Municipal Building – Commission Chambers 1126 East State Road 434 Winter Springs, FL 32708 I. CALL TO ORDER

- A. Pledge of Allegiance
- II. ROLL CALL
- **III.** Approval of Minutes
 - a. Meeting of March 7, 2001

IV. PUBLIC HEARINGS

A. Change of Zor	ung Request
Name:	Tuskawilla Road Site
From:	County Agriculture (A-1)
To:	Town Center District (T-C)
Applicant:	Cahill Enterprises, Inc.
Property Owner:	L.D. Plante
Location:	West side of Tuskawilla Road across from Hi-Flavor Meat Plan

- V. OLD BUSINESS
- VI. NEW BUSINESS

VII. ADJOURNMENT

* PUBLIC NOTICE *

This is a public meeting, and the public is invited to attend.

Please be advised that One (1) Or More Members Of The City Of Winter Springs City Commission May Be In Attendance At This Meeting.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs, 48 hours in advance of the meeting at (407) 327-1800, per Section 286.26 Florida Statutes.

Persons are advised that if they decide to appeal any 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 record includes the testimony and evidence upon which the appeal is to be based per Section 286.0105 Florida Statutes.



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708 Telephone (407) 327-1800

PLANNING & ZONING BOARD REGULAR AGENDA ITEM:

II A. TUSKAWILLA ROAD SITE REZONING REZ-5-01

STAFF REPORT:

APPLICABLE LAW AND PUBLIC POLICY:

Sec. 20-57 of the City Code states "The planning and zoning board shall serve . . . to recommend to the City Commission the boundaries of the various original zoning districts. . . and any amendments thereto. . . . act on measures affecting the present and future movement of traffic, the segregation of residential and business districts and the convenience and safety of persons and property in any way dependent on city planning and zoning."

I. SUMMARY OF APPLICATION:

APPLICANT:

OWNER:

Carl H. Cahill 131 Park Lake Street Orlando, FL 32803

L.D. Plante P.O. Box 37 Tavares, FL 32778-0037

1. **REQUEST:**

The applicant is requesting a change of Zoning Map designation from (County) A-1 "Agriculture" to the City's T-C "Town Center District".

2. PURPOSE:

To develop the property according to the Town Center Zoning Code.

- A. SITE INFORMATION:
 - 1. PARCEL NUMBER:

26-20-30-5AR-UD00-0360 01-21-30-0000-0250

2. ACREAGE:

38.37 acres

3. **GENERAL LOCATION:**

West side of Tuskawilla Road across from Hi-Flavor Meat Plant and trending eastward and northward on the west side of the Tuskawilla Trails Manufactured Home Park.

4. LEGAL DESCRIPTION:

(See First Attachment)

5. CHRONOLOGY OF SUBJECT PROPERTY:

Property 2 (29 acres) was annexed into the City through Ordinance 2000-08 on April 10, 200.

6. DEVELOPMENT TRENDS:

This general area along Tuskawilla Road around this site has been developing with single family subdivisions such as Oak Forest, part of the larger Tuskawilla PUD, and more recently Grand Reserve Subdivision. The City has finalized the Town Center Future Land Use Map designation and area and established the Town Center Zoning District. Developers have been contacting the City with increasing interest now that the Town Center concept and regulations have been finalized. First groundbreaking is expected around the intersection of S.R. 434 and Tuskawilla Road with a grocery store and offices on the former Kingsbury Property at the northwest corner.

7. EXISTING LAND USES OF SUBJECT PROPERTY:

Approximately 90% of the property is vacant with tree cover. There are a few residences on the west side of Tuskawilla Road area.

8. LETTERS/PHONE CALLS IN FAVOR OR OPPOSITION:

None at the time of writing this staff report.

B. EXISTING LAND USES ADJACENT TO SUBJECT PROPERTY:

- North: Residential single family
- South: Agricultural
- East: Tuskawilla Road, and further east pasture and buildings of the now closed Hi-Flavor Meat Plant.
- West: Tuskawilla Trails Mobile Home Property

C. FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:

Existing: "Moderate Density" (3.6-6.5 DU per acre)

Requested: "Town Center"

D. FUTURE LAND USE DESIGNATIONS ADJACENT TO SUBJECT PROPERTY:

North: "Lower Density Residential"(1.1-3.5 DU per acre), "Moderate Density Residential"(3.6-6.5 DU per acre), and "Town Center".

South: "Lower Density Residential"(1.1-3.5 DU per acre).

East: "Town Center", "Industrial"

<u>West</u>: "Lower Density Residential"(1.1-3.5 DU per acre).

E. ZONING OF SUBJECT PROPERTY:

Existing: (County) A-1 "Agriculture"

<u>Requested:</u> "Town Center District"

F. ZONING ADJACENT TO SUBJECT PROPERTY:

North: A-1 County

South: PUD "Planned Unit Development"

East: (County) A-1 Agriculture and M-1

West: R-T Mobile Home Park

PLANNING & ZONING BOARD February 19, 2001

II. <u>REZONING ANALYSIS</u>:

A. JUSTIFICATION FOR REZONING:

- 1. The applicant wishes to develop the property according to the new Town Center regulations i.e. T-C Zoning District.
- 2. The applicant's proposed rezoning to City Zoning Map designation of T-C "Town Center" Zoning District creates and opportunity for an in-town residential presence, which is what the Concept Plan of the Town Center advocates. The intown residential presence is meant to assure a continued market for the shops and offices of the Town Center.

B. PUBLIC FACILITIES:

- 1. ROADS/TRAFFIC CIRCULATION:
 - a. <u>Availability of Access</u>:

Access is to Tuskawilla Road.

b. Function Classification:

Tuskawilla Road is classified as an urban minor arterial by FDOT and as arterial by Seminole County.

c. <u>Improvements/expansions (including right-of-way acquisition) already</u> programmed or needed as a result of the proposed amendment.

At the time of development of the property, the developer would have to meet the requirements of the City of Winter Springs Land Development Code, Chapter 9 and the Town Center District Code, Chapter 20.

2. SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER:

POTABLE WATER:

a. Facilities serving the site.

None.

b. <u>Improvements/expansions needed as a result of proposed amendment:</u>

The developer would tap into the 12 inch water main that runs along Tuskawilla Road that runs just in front of the subject property.

SANITARY SEWER:

a. <u>Facilities serving the site</u>.

None.

b. <u>Improvements/expansions needed as a result of proposed amendment:</u>

The developer would tap into the line at the northeast point of Oak Forest Subdivision.

RE-USE WATER SYSTEM:

a. Facilities serving the site.

None.

b. <u>Improvements/expansions needed as a result of proposed amendment:</u>

Not required.

DRAINAGE/STORMWATER:

a. <u>Facilities serving the site</u>.

None. No structural drainage system.

b. <u>Improvements/expansions needed as a result of proposed amendment:</u>

When the property is developed, it must meet Sec. 9-241 of the City Code and SJRWMD and other applicable requirements. Post development runoff cannot exceed pre-development runoff. (Use 25 year, 24 hour storm event for design). There must be a clearly recorded easement for the infrastructure. The easement must be definitive for maintenance of structural facilities.

SOLID WASTE:

a. <u>Facilities serving the site</u>.

The City has an exclusive franchise agreement with a solid waste hauler, Florida Recycling, until 2006.

b. Improvements/expansions needed as a result of proposed amendment:

None.

- 3. RECREATION AND OPEN SPACE
 - a. <u>Facilities serving the site</u>.

None.

PLANNING & ZONING BOARD February 19, 2001

b. <u>Improvements/expansions needed as a result of proposed amendment:</u>

The property would involve a residential component; hence there would be a requirement for recreational facilities or payment in lieu per Goal 1, Objective E, Policy 1 of the Recreation and Open Space Element in the Comprehensive Plan.

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4. <u>FIRE</u>:

a. Facilities serving the site.

None.

b. Improvements/expansions needed as a result of proposed amendment:

None. The response time would be 4 minutes from Fire Station #26.

5. <u>POLICE:</u>

a. <u>Facilities serving the site</u>.

None.

b. <u>Improvements/expansions needed as a result of proposed amendment:</u> None.

B.

NUISANCE POTENTIAL OF PROPOSED USE TO SURROUNDING LAND USES.

The nuisance potential of the proposed use resulting from the change of Zoning Map designation from (County) A-1 "Agriculture" to City T-C "Town Center Zoning District" to the surrounding properties should be minimal in view of the following:

- The City has development standards in its land development regulations to ensure minimal impacts on surrounding properties, such as buffering. The City's land development regulations and the site plan review process of the Development Review Committee can ensure the prevention or minimization of any potential nuisances.
- The City's development review process includes reference to the development standards of the St. Johns River Water Management District for stormwater management and prevention of potential pollution to Lake Jessup. The City's Comprehensive Plan has regulations that help ensure the protection of Lake Jessup from development activities.
- The proposed rezoning of the property from county A-1 "Agriculture" to City T-C "Town Center Zoning District" is compatible with the existing land use of adjacent properties. The adjacent property to the west and north of the subject property is largely vacant with a few houses to the north. It is compatible with Oak Forest Subdivision to the south because of the buffer provided by the retention pond between Oak Forest and the proposed residential subdivision on the subject property to be known as Avery Park.

III. FINDINGS:

- The City has development standards in its land development regulations to ensure minimal impacts on surrounding properties, such as buffering. The City's land development regulations and the site plan review process of the Development Review Committee can ensure the prevention of any potential nuisances.
- The City's development review process includes reference to the development standards of the St. Johns River Water Management District for stormwater management and prevention of potential pollution to Lake Jessup. The City's Comprehensive Plan has regulations that help ensure the protection of Lake Jessup from development activities.

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• The proposed rezoning of the property from County A-1 "Agriculture" to City T-C "Town Center Zoning District" is compatible with the existing land use of adjacent properties. The adjacent property to the west and north of the subject property largely vacant with a few houses to the north and compatible with Oak Forest Subdivision to the south because of the buffer provided by the retention pond between Oak Forest and the proposed residential subdivision on the subject property to be known as Avery Park.

STAFF RECOMMENDATION:

Based on the Staff Report and the Findings, staff recommends the Planning & Zoning Board make the following recommendation to the City Commission:

That the City Commission approve the proposed change of zoning from County A-1 "Agriculture" to City T-C "Town Center Zoning District"

ATTACHMENTS:

- A. Ordinance # 2001-27
- B. Location map of subject parcel
- C. Legal description of the property
- D. Letter of authorization

CITY OF WINTER SPRINGS MINUTES PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING MARCH 7, 2001

I. CALL TO ORDER

The Planning And Zoning Board/Local Planning Agency Regular Meeting was called to order Wednesday, March 7, 2001, at 7:02 p.m. by Chairperson Roseanne Karr in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708). The Pledge of Allegiance followed.

Roll Call

Chairperson Rosanne Karr, present Vice Chairman Bill Fernandez, present Board Member Tom Brown, absent Board Member Brent Gregory, present Board Member Carl Stephens, Jr., absent

Also Present

Mr. Thomas Grimms, AICP, Comprehensive Planning Coordinator Mr. Terry Zaudtke, CPH Engineers, Inc., Consultant

Approval Of The February 7, 2001 Regular Meeting of the Planning And Zoning Board/Local Planning Agency Minutes

MOTION BY VICE CHAIRPERSON FERNANDEZ. "MADAM CHAIR, I RECEIVED THE MINUTES OF THE FEBRUARY 7, 2001 MEETING THAT WERE CIRCULATED BY MAIL. I HAD AN OPPORTUNITY TO REVIEW THOSE IN ADVANCE OF THIS MEETING AND ALTHOUGH THEY DID NOT VERBATIM TRANSCRIBE TAPE TWO (2), I DID NOT FIND ANY MODIFICATIONS, CORRECTIONS OR OTHER NECESSARY CHANGES AND WOULD AT THIS TIME MOVE THAT THE FEBRUARY 7, 2001 MINUTES BE ADOPTED AS CIRCULATED." SECONDED BY BOARD MEMBER GREGORY. DISCUSSION.

The Board discussed amending the Agenda to include the approval of the Minutes. Vice Chairperson Fernandez stated "It is a Regular Meeting?" Mr. Thomas Grimms AICP, Comprehensive Planning Coordinator replied, "It is a Regular meeting for Planning and Zoning, yes." Vice Chairman Fernandez stated, "Right so I think we could go ahead and approve them. It certainly wouldn't hurt anything and it asserts housekeeping to affirm for the record action taken last February 7th." "Mr. Grimms said "I was just informed it

really only takes a simple action of amending the Agenda by majority vote and you can consider as Board Members and approve the Minutes."

MOTION BY VICE CHAIRMAN FERNANDEZ. "WE NEED TO VOTE ON AMENDING THE AGENDA TO INCLUDE THAT, WHICH I WILL MOVE." SECONDED BY BOARD MEMBER GREGORY. DISCUSSION. THE BOARD AGREED TO THE MOTION BY CONSENSUS.

CHAIRPERSON KARR CALLED FOR THE VOTE OF THE MINUTES. THE BOARD AGREED TO THE MOTION BY CONSENSUS.

☆ ◆ AGENDA NOTE: THE FOLLOWING AGENDA ITEMS ARE DOCUMENTED IN THE ORDER AS DISCUSSED. **☆** ◆

II. REGULAR AGENDA

Mr. Grimms request that Agenda Item "H" be moved forward for first consideration. Chairperson Karr stated, "So we will move Agenda Item "H" to the top of the list."

H. City Comprehensive Plan Amendment To The Traffic Circulation Element Substitution City's Transportation Study For All Text And Maps In Volume I And II. (LS-CPA-6-00)

Mr. Grimms spoke of the request; the Purpose; and he read the Staff's Recommendation.

Mr. Terry Zzaudtke, CPH Engineers, Inc. spoke of the recommendations of the Department of Community Affairs; figures to be revised; that State Road 419 is beyond it's capacity; State Road 434's capacity; turn lanes being added along State Road 419; the level of service; and the ORC (Objections, Recommendation and Comments) Report.

Mr. Grimms read the Findings at the request of the Board.

The Board discussed that the Item is a Large Scale Plan Amendment; the schedule for submitting Large Scale Plan Amendments; and whether there were any public comments.

MOTION BY BOARD MEMBER GREGORY. "I WILL MOVE THE STAFF'S RECOMMENDATION." SECONDED BY VICE CHAIRMAN FERNANDEZ.

Vice Chairman Fernandez asked, "Mr. Grimms, do we need a specific findings of fact for this particular matter since it is a Large Scale?"

Mr. Grimms replied "Yes, I provided you with the findings of fact, you can just reference per the staff report and the response of the ORC Report by Conklin, Porter, Holmes Engineering, Inc."

AMENDMENT TO THE MOTION. VICE CHAIRMAN FERNANDEZ STATED "WOULD THE MAKER ACCEPT AN AMENDMENT TO INCLUDE THE FINDINGS, AND STAFF'S RECOMMENDATION AND THE CONKLIN, PORTER, AND HOLMES ATTACHMENT, THE RESPONSE TO THE ORC REPORT." BOARD MEMBER GREGORY STATED, "AND THE CORRECTION, YES." DISCUSSION.

VOTE (ON THE AMENDMENT): VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE MOTION CARRIED.

VOTE (ON THE MAIN MOTION) CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE MOTION CARRIED.

A. Reece Property Small Scale Plan Amendment (SS-CPA-2-2001)

Mr. Grimms introduced the Item and read the Findings. He spoke of the concerns that a "good portion" of the property could be used as an adult entertainment facility.

Discussion ensued regarding whether "the City has a moratorium regarding the location of adult entertainment facilities"; the location of the property; the distance an adult entertainment facility must be from a resident's property; "whether there is a need to expedite this particular Agenda Item tonight"; and land east of the property.

Mr. Phil Reece, 561 Virginia Drive, Winter Park, Florida: spoke of not knowing that an adult entertainment facility could be on his property; and the property current use as industrial. Mr. Reece advised those in attendance, "If there is some way we can eliminate adult entertainment operations on this property – I certainly would be more than glad to do that. I have no intention of using this property for that, it's all to be commercial installation."

Mr. Grimms spoke of the industrial zoning classification.

The Board discussed restrictions on the deed; potential future annexations with Industrial Zoning; and whether future plans will be coming before the Board.

Mr. Grimms read Section 10-59. of the City Code.

Mr. Rick Labinsky, Engineer: spoke of the distance between the property and the nearest residential property line.

Tape I/Side B

Discussion continued.

"BASED UPON THE MOTION BY VICE CHAIRMAN FERNANDEZ. TESTIMONY RENDERED HERE THIS EVENING, THE STAFF'S FINDINGS AS OUTLINED IN ROMAN NUMERAL FOUR (IV), ONE (1) THROUGH FIVE (5) ON PAGE NINE (9) OF TEN (10) OF THE REPORT SUBMITTED TO US, AND FURTHER BASED UPON THE APPLICANT'S VERBAL AGREEMENT TO PUT COVENANTS, CONDITIONS, OR RESTRICTIONS ON THE PROPERTY THAT IT NOT BE USED AS AN ADULT ENTERTAINMENT ESTABLISHMENT. BASED ON THAT I WILL RECOMMEND TO THE CITY COMMISSION THAT THEY APPROVE MR. REECE'S REQUEST FOR A COUNTY FUTURE LAND USE DESIGNATION OF CHANGE OF 'COMMERCIAL' 'INDUSTRIAL', AND 'LOW DENSITY RESIDENTIAL' TO THE CITY'S FLUM (FUTURE LAND USE MAP) DESIGNATION OF 'INDUSTRIAL' ON THAT 6.5 ACRE PARCEL LOCATED IN AND AROUND THAT NORTH EAST CORNER OF U.S. 17-92 AND NURSERY ROAD, SPECIFICALLY CONDITIONED ON THE PROPERTY RECEIVING CERTAIN RESTRICTIONS AS TO THE PROHIBITION TO ADULT DEED ENTERTAINMENT ON IT." SECONDED BY MEMBER BOARD GREGORY. DISCUSSION.

VOTE: BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE MOTION CARRIED.

B. Reece Property Rezoning (REZ-2-2001)

Mr. Grimms read the justification for rezoning; and Staff's Recommendation.

MOTION BY VICE CHAIRMAN FERNANDEZ. "I'LL MAKE THE SAME MOTION AS I PREVIOUSLY DID WITH THE 'FLUM' AS IT RELATES TO CITY OF WINTER SPRINGS MINUTES PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING – MARCH 7, 2001 PAGE 5 OF 11

THAT IS TO WIT TO RECOMMEND THAT THE CITY THE ZONING. **COMMISSION APPROVE THE ZONING MAP DESIGNATION ON THAT 6.5** ACRE REECE PROPERTY FROM COUNTY C-2, 3 & R-1-A TO C-2 'GENERAL COMMERCIAL & INDUSTRIAL' ON THE CITY'S ZONING MAP, AGAIN SUBJECT TO THE APPLICANT PUTTING CERTAIN DEED RESTRICTIONS BE USED FOR ADULT PROPERTY THAT IT NOT ON THIS PURPOSES." SECONDED BY BOARD MEMBER **ENTERTAINMENT** GREGORY. DISCUSSION.

VOTE: BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE MOTION CARRIED.

C. Moss Road Area Multi-Family Plan Amendment (SS-EM-CPA-1-2001)

Mr. Grimms spokes of the applicant's purpose; and that their representative was in the audience.

VICE CHAIRMAN FERNANDEZ STATED, "WHILE SHE IS GETTING READING TO SPEAK - BY THE WAY I WANT THE RECORD OR THE MINUTES TO CLEARLY REFLECT ON THAT LAST MOTION - THAT I MADE THE SAME MOTION AS TO THE FUTURE LAND USE MAP TO WIT I INCORPORATED THE STAFF'S FINDINGS ON THE ZONING MATTER, ONE (1) THROUGH SIX (6) ON PAGE TEN (10) OF ELEVEN (11), THE SIX (6) FINDINGS THERE TO SUPPORT IN ADDITION TO THE TESTIMONY GIVEN, MY MOTION FOR THE CHANGE IN ZONING. DID YOU AGREE TO THAT MR. GREGORY? AND DID YOU VOTE FOR THAT MADAM CHAIR? OKAY, THAT'S WHY I SAID THE SAME MOTION AS BEFORE BUT I JUST WANT TO MAKE SURE ITS CLEAR."

Vice Chairman Fernandez asked, "Why the Agenda Item is an emergency?"

Ms. Candice Birle, Wyman Fields Foundation: spoke of the Moss Cove project; the partnership with the City; rehabilitating the single family units; the project costs; and the present zoning classification jeopardizing the closings of the units.

The Board discussed if Ms. Birle had any paperwork from the bank requiring the zoning change; Ms. Birle's testimony; the effect on the surrounding properties; and the property lines.

CITY OF WINTER SPRINGS MINUTES PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCÝ REGULAR MEETING – MARCH 7, 2001 PAGE 6 OF 11

MOTION BY VICE CHAIRMAN FERNANDEZ. "I WOULD MAKE THE FOLLOWING RECOMMENDATION THAT CITY COMMISSION APPROVE THE REQUEST BY WYMAN FIELDS TO REDESIGNATE THE AREA UNDER CONSIDERATION AS R-3 'MULTI-FAMILY DWELLING' DISTRICT BASED UPON THE FINDINGS OF STAFF WHICH APPEAR TO START ON ROMAN NUMERAL FOUR (IV), ON PAGE NINE, THOSE THREE BULLETS POINTS AND SPECIFICALLY I WANT TO EMPHASIZE THAT AT LEAST I AM SATISFIED THAT THERE IS AN EMERGENCY THAT EXIST. THAT WE NEED TO ELIMINATE THE INHERENT DELAY OF SENDING IT UP TO THE COMMUNITY AFFAIRS, DEPARTMENT OF IT WOULD CAUSE IRREPARABLE HARM AND WE NEED TO ACT OF THIS MATTER AND WE STRONGLY RECOMMEND 100% VOTE OF THE CITY COMMISSION."

Mr. Grimms stated "Once again members of the Board, the Staff recommends that this Local Planning Agency recommend that City Commission approve the request by Wyman Fields and the City to redesignate the area under consideration as shown in Attachment "A" to 'Medium Density Residential' from 'Commercial' to 'Medium Density Residential' (6.6 to 9.0 dwellings per acre)."

Vice Chairman Fernandez stated, "Alright, is this R-3 zoning?" Mr. Grimms replied, "No – it will be R-3 zoning." Vice Chairman Fernandez asked, "That's what we are recommending?" Mr. Grimms said, "You're recommending Future Land Use Map designation as 'Medium Residential'."

VICE CHAIRMAN FERNANDEZ SAID, "GOTCHA, THAT'S MY MOTION." SECONDED BY BOARD MEMBER GREGORY. DISCUSSION.

VOTE: CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE MOTION CARRIED.

D. Moss Road Area Multi-Family Rezoning (REZ-3-2001)

Vice Chairman stated "Now then Mr. Grimms, with the Chairman's blessings since we have already received the testimony, which we take to be true and we have your written findings on page eight (8) of nine (9) on the next Agenda Item and your continuation on page nine (9) of nine (9) with your Staff recommendation, now this time it is P&Z, right?"

Mr. Grimms replied "This is Planning and Zoning" and he read Staff's Recommendation.

MOTION BY VICE CHAIRMAN FERNANDEZ. "I DO MAKE THAT MOTION BASED ON THE THOSE FINDINGS AND THE SPECIFIC FINDINGS THAT THERE IS AN EMERGENCY THAT WE NEED TO ADDRESS AND STRONGLY AGAIN RECOMMEND THAT IRREPARABLE HARM WILL DONE IF 100% OF THE CITY COMMISSION DOESN'T APPROVE THIS." SECONDED BY BOARD MEMBER GREGORY. DISCUSSION.

VOTE: CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE MOTION CARRIED.

Chairperson Karr called for a recess at 8:17 p.m.

Chairperson Karr called the meeting back to order at 8:22 p.m.

E. Morse Foundation Plan Amendment (LS-CPA-1-00)

Mr. Grimms spoke of the request; the Purpose; and read Staff's Recommendation.

Mr. Scott Henderson, Henderson Planning Group, 112 South Lake Avenue, Orlando: as the representative for the Elizabeth Morse Foundation, he spoke of their support of the Staff's Findings and Recommendation; and gave his response to the ORC Report.

The Board discussed the definition and criteria of the Greeneway Interchange District. Discussion.

Tape 2/Side A

The history of the property; and ownership of the land was next discussed.

MOTION BY VICE CHAIRMAN FERNANDEZ. "AT THIS POINT I WILL RECOMMEND THAT THE CITY COMMISSION HOLD Α SECOND ADOPTION HEARING - A PUBLIC HEARING AND ADOPT THIS LARGE SCALE COMPREHENSIVE PLAN AND IT'S DESIGNATED (LS-CPA-1-00) INCORPORATING THE CITY STAFF, BASE IT ON THE FINDINGS ON TWO (2) OF FOUR (4) THE BULLET POINTS THERE, AND BASED ALSO ON THE TESTIMONY AND REPRESENTATIONS OF MR. SCOTT HENDERSON, THIS **OTHER** TO OWNERSHIP AND THE RELATES AS IT EVENING, REPRESENTATION HE HAS MADE, AND INCORPORATING THE STAFF AND THE LOCAL PLANNING AGENCY FINDING AND THEIR RESPONSE

TO THE ORC REPORT (OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT) AND FOR ADOPTION OF THIS PARTICULAR PLAN.

The Board discussed whether there had been any public response about the Agenda Item, and that there was none; parliamentarian procedure; and the public being able to respond at future Public Hearings.

SECONDED BY BOARD MEMBER GREGORY. DISCUSSION.

VOTE: BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE MOTION CARRIED.

G. CHC Tuskawilla Road Site

Mr. Grimms introduced the Agenda Item; and read Staff's Recommendation.

The Board discussed the property's location; boundaries; and size with Ms. Bierly, representative. Discussion.

MOTION BY BOARD MEMBER GREGORY. "BASED ON THE FINDINGS THEN I MOVE THE STAFF'S RECOMMENDATION." VICE CHAIRMAN FERNANDEZ SECONDED AND STATED, "YES AND AGAIN, I'M NOT SURE YOU WERE CLOSE ENOUGH TO THE MICROPHONE. HE DID SAY BASED ON THE FINDINGS AND OF THE STAFF RECOMMENDATIONS AS WELL AS I ASSUME MS. BIERLY'S PRESENTATION OR TESTIMONY. AND I'LL SECOND THAT WITH THE ADDITION OF THE FACT THAT - ALSO I AM TAKING INTO CONSIDERATION YOUR PREVIOUS PRESENTATIONS ON THIS PARTICULAR MATTER AND THE PUBLIC INPUT THAT WE HAD AT AND AGAIN WITH THE UNDERSTANDING THAT TOWN THAT TIME. CENTER IS SUPPOSE TO BE PEDESTRIAN FRIENDLY, THAT WILL ALLOW WALKWAYS, GREENEWAYS AND SO FORTH TO ACCESS THE OTHER PORTIONS OF THE TOWN CENTER, HICKORY PARK, AND SO FORTH, BE ABLE TO MAKE THEIR WAY ALL THE WAY UP TO LAKE JESUP AND SO FORTH AND AGAIN IT'S JUST A HEADS UP AS TO WHAT WE ARE GOING TO BE LOOKING FOR WHEN YOU COME IN WITH ANY DEVELOPMENT PLANS OR PRELIMINARY ENGINEERING OR WHAT HAVE YOU. WE DID HAVE THIS DISCUSSION BEFORE AND I TOLD YOU AT THAT TIME, AND I AM SIMPLY REMINDING YOU THAT WHEN I MAKE MY SECOND TO THIS I WILL BE LOOKING FOR THAT WHEN YOU COME BACK. DISCUSSION.

VOTE: VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE MOTION CARRIED.

F. Springs Land/Jessup Shores Plan Amendment

Mr. Grimms spoke of the request; the location of the property; the Purpose; pedestrians having access to the Town Center; and he read the Findings and Staff's Recommendation. Discussion.

MOTION VICE CHAIRMAN FERNANDEZ. "MADAM CHAIR, I'M READY TO MOVE THAT BASED ON THE STAFF'S FINDINGS AS OUTLINED ON PAGES TWO (2) OF THREE (3), AND HAVING HAD NUMEROUS HEARINGS DISCUSSING THIS PARTICULAR, WELL THE TOWN CENTER, I SHOULD SAY, THAT AS A MEMBER OF THE LOCAL PLANNING AGENCY RECOMMEND THAT THE CITY COMMISSION HOLD A SECOND **ADOPTION** ADOPT THE LARGE SCALE PUBLIC HEARING, **COMPREHENSIVE PLAN AMENDMENT (LS-CPA-4-00) BASED ON THOSE** FINDINGS WE JUST REFEREED TO AND ON THE ORIGINAL PLANNED AMENDMENT DATA INVENTORY AND ANALYSIS - MR. GRIMMS AS PART OF MY MOTION AND IT'S A REOUEST, NOW INFORMATION FROM YOU. WHEN THEY COME IN WITH THEIR PLANS CAN WE GET THEM TO DO SOME MORE LANDSCAPING OUT THERE ALONG 434 – I WANT OUR ENTRANCEWAY TO THE TOWN CENTER TO REALLY BE TREES, OR LANDSCAPING OR WHATEVER FDOT WILL ALLOW - THAT'S MY MOTION." SECONDED BY BOARD MEMBER GREGORY.

VOTE: CHAIRPERSON KARR: AYE BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE MOTION CARRIED.

I. Conservation & Resource Protection

Mr. Grimms informed the Board that the City was the applicant; and read the Purpose, the Findings, and Staff's Recommendation.

MOTION BY VICE FERNANDEZ. "BASED ON THE FINDINGS AS INDICATED ON PAGE TWO (2) OF THREE (3), THE PRESENTATION OF STAFF THIS EVENING, AS A MEMBER OF THE LOCAL PLANNING CITY OF WINTER SPRINGS MINUTES PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING – MARCH 7, 2001 PAGE 10 OF 11

AGENCY I RECOMMEND THAT THE CITY HOLD A SECOND (ADOPTION) PUBLIC HEARING, ADOPT THIS PLAN (LG-CPA-4-00) TO INSURE NO DESTRUCTION **OF VEGETATIVE** COMMUNITIES, WILDLIFE AND WILDLIFE HABITAT OF THOSE SPECIES DESIGNATED AS ENDANGERED, THREATENED OR OF THE SPECIAL CONCERN, THE (LS-CPA-3-98) TO THINGS PROTECT AMONG OTHER HISTORICALLY SIGNIFICANT **CULTURAL** AND ARCHEOLOGICAL SITES FOR DEVELOP OR **REDEVELOPMENT AND THAT THE (LS-CPA-4-98) TO COORDINATE THE** TOWN CENTER WITH RESOURCE PROTECTION PLANS OF LOCAL, STATE AND FEDERAL JURISDICTIONS THAT MAY EXIST." SECONDED BY BOARD MEMBER GREGORY. DISCUSSION.

VOTE:

BOARD MEMBER GREGORY: AYE VICE CHAIRMAN FERNANDEZ: AYE CHAIRPERSON KARR: AYE MOTION CARRIED.

III. ACTION ITEMS

Vice Chairman Fernandez stated "In so far as Minutes are concerned, I realize our by laws indicate three (3) days but Mr. Grimms did submit a Memorandum as to the tardiness of the package that we received however I - personally would appreciate receiving whatever part is ready to go at least three (3) days before the hearing and then if an somebody comes in – an expert comes in late we can get that stuff later." He also requested the City to provide a Master Plan Map and a highlighter to the Board Members. Mr. Grimms stated he would highlight the packet maps and get the Board a copy of the Master Plan Map.

Tape 2/Side B

IV. FUTURE AGENDA ITEMS

- EAR
- Meeting With The Commission
- FLUM Map On CD

V. ADJOURNMENT

Chairperson Karr adjourned the meeting at 9:30 p.m.

CITY OF WINTER SPRINGS MINUTES PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING – MARCH 7, 2001 PAGE 11 OF 11

RESPECTFULLY SUBMITTED:

DEBBIE GILLESPIE DEPUTY CITY CLERK

APPROVED:

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ROSEANNE KARR, CHAIRPERSON PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

NOTE: These minutes were approved at the _____, 2001 Planning And Zoning Board/Local Planning Agency Meeting.

S:\City Clerk\Docs\Word\BOARDS\PLANNING\allI\MINUTES\2001\P&Z030701.doc

CITY OF WINTER SPRINGS LETTER OF AUTHORIZATION

LEGAL DESCRIPTION OF PROPERTY

Township (T) 21 Range (R) 30, Section (S) 01, Block (B) 0000, Lot/Parcel 0250 Subdivision Name and Number: Tuskawilla Metes and Bound Legal: Attached [] Attached and initial if necessary.

STATE OF: <u>FLORIDA</u> COUNTY OF: <u>SEMINOLE</u>

I, <u>L. D. Plante. Inc.</u>, the simple fee owner of the above described property, hereby authorize <u>Carl H. Cahill</u> of <u>CHC Development Co., Inc.</u>, to serve as agent on my behalf and in stead for the purpose of making and executing, at the agent's discretion, an application or applications for development permit approval by the City of Winter Springs. Florida on the aforementioned property including, but not limited to, applications for annexation, special exception, conditional use permit, comprehensive plan amendment, zoning amendment, subdivision of land, city code variance and waiver requests, street and plat vacations, PUD approval, site plan approval, and engineering and building permit approval. Any representation made on my behalf by my authorized agent shall be legally binding on me and my aforesaid property as if I myself had made said representations, and the City of Winter Springs has the right to rely on said representations in approving or disapproving any aforesaid application for development on my aforesaid property.

L. D. MAANTEINC

(Signature of Owner,

Sworn to and subscribed before me this <u>21st</u> day of <u>June</u>, <u>2000</u>

NOTARY PUBLIC. State of Florida My Commission Expires: Personally Known (); of the Notary Public, Star of Florida Type of Identification Progues of My Commission Exp. 06/11/2001

COMMISSION AGENDA

	Informational Consent			
ITEM 502	EIVI JUZ	Public Hearings		Χ
		Regular		
	May 12, 2014	KL	RS	
	Regular Meeting	City Manager	Department	

REQUEST:

The Community Development Department — Planning Division requests that the City Commission hold a Public Hearing to consider Second Reading and Adoption for both Ordinance 2013-13, a Large-Scale Future Land Use Map Amendment, and Ordinance 2013-15, which proposes to rezone nine (9) parcels totaling approximately 60 gross acres, more or less, currently within Seminole County, Florida, and generally located south of State Road 434 and east of Tuskawilla Road. In addition, the Community Development Department - Planning Division requests that the City Commission support the placement of the subject property within TCEA Zone A and simultaneously update the existing TCEA Zone A Map to reflect said change.

SYNOPSIS:

The City of Winter Springs Community Development Department received an application for a Large-Scale Future Land Use Map Amendment and Rezoning request which, if approved, would change the Future Land Use Map from Seminole County's "Industrial" land use designation to the City of Winter Springs "Town Center" land use designation. In addition, the request would also change the Zoning Map from Seminole County's Agriculture "A-1" & Industrial "M-1" to City of Winter Springs "Town Center". The subject property is located within Seminole County, Florida, and generally situated south of State Road 434 and east of Tuskawilla Road (see Attachment "A" - Location Map).

CONSIDERATIONS:

APPLICABLE LAW AND PUBLIC POLICY Florida Statute 163.3187 Amendment of adopted comprehensive plan; Florida Statute 166.041 Procedures for adoption of ordinances and resolutions;
Winter Springs Charter Section 4.15 Ordinances in General;
Winter Springs Article III. Comprehensive Plan Amendments;
Section 15-30. Authority, purpose and intent;
Section 15-35. Review Procedure;
Section 15-36. Review criteria;
Florida Statutes 163.2511-163.3246 : (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan).
Winter Springs Charter Article IV. Governing Body.
Section 4.06. General powers and duties.
Section 4.15. Ordinances in General.
City of Winter Springs Comprehensive Plan.
Winter Springs Code of Ordinances, Chapter 20, Zoning, Article III Establishment of Districts, Division 4.
Winter Springs Code of Ordinances, Chapter 20, Zoning, Article II, Section 20-31

Applicant Name and Address: Standard Pacific of Florida GP, Inc. 558 West New England Avenue Suite 250 Winter Park, F132789

Property Owner: L.D. Plante Inc. P.O. Box 151117 Altamonte Springs, F132715

Property Address: None

Property Parcel ID'S: 06-21-31-501-OA00-0000 06-21-31-501-0B00-0000 26-20-30-5AR-OA00-008G 26-20-30-5AR-OA00-008C 06-21-31-501-0200-0000 06-21-31-501-O30A-0000 26-20-30-5AR-OA00-0080 01-21-30-501-0000-0340 01-21-30-501-0000-0170

Future Land Use Designation: Seminole County: "Industrial"

Zoning Designation: Seminole County: Agriculture "A-1" & Industrial "M-1"

Approved Development Permits: None

Pending Code Enforcement Actions: None

City Liens: None

Existing Land Uses - The subject site is located east of Tuskawilla Road and south of State

Road 434. More specifically, the surrounding area is generally characterized by existing cattle grazing, public/semi-public uses, low and medium density residential, and an office park located on Tuskawilla Road. The subject property is currently designated "Industrial" on the Seminole County Future Land Use Map and Agriculture "A-1" & Industrial "M-1" on the Seminole County Zoning Map. The subject site, as it currently exists, is an enclave surrounded by the City of Winter Springs. Life Community Church, located just south of the subject property, is currently within the City and fronts directly on Tuskawilla Road. There are a few existing single-family residences located just east of the subject property that are within the Tuscawilla PUD. Presently there is approximately 56 acres of vacant property currently within the City, located south of the subject property, that is scheduled to become part of the overall development. Properties to the west are within both the City of Winter Springs and Seminole County. Both the Tuskawilla Office Park and the neo traditional Avery Park subdivision, located west of Tuskawilla Road, are currently within the City of Winter Springs Town Center. Just to the north of Avery Park, are a few single-family residences located within Seminole County. Properties to the north are presently vacant and within the City of Winter Springs Town Center.

	Existing Land Use	Zoning	Future Land Use
Subject Properties	Few Existing Buildings; Vacant Property	Seminole County: Agriculture "A-1" & Industrial "M-1"	Seminole County: Industrial
North	Vacant	City of Winter Springs: Town Center	City of Winter Springs: Town Center
South	Vacant; Life Community Church	City of Winter Springs: PUD	City of Winter Springs: Low Density Residential; Public/Semi-Public
East	Tuscawilla PUD	City of Winter Springs: PUD	City of Winter Springs: Low Density Residential
West	Winter Springs Office Park, Avery Park, Single-Family (County)	City of Winter Springs: Town Center Seminole County: Agriculture "A-1"	City of Winter Springs: Town Center Seminole County: Medium Density Residential

Adjacent existing land uses, zoning and future land use designations include the following:

<u>Development Trends</u> - The subject property, as it currently exists, is an enclave with approximately 60 acres, more or less, within the jurisdiction of Seminole County. The property is mostly undeveloped and has most recently been utilized for cattle grazing/agricultural pursuits. The vacant property is currently owned by L.D. Plante, Inc. and was formally owned by Central Florida Drum (CFD), a refurbishing and supply business from 1965 to 1986. From 1991 to 1998 the site was leased to Polymetrics, Inc. a manufacturer and supplier of industrial paints. Incorporating the subject property into the City of Winter Springs will eliminate the existing enclave and advance the City's vision for the Town Center and facilitate the development of the northern portion of the Tuscawilla PUD as noted on the original master plan for said PUD.

Proposed Future Land Use Classification - The proposed Large-Scale Future Land Use

Map Amendment proposes to change the Future Land Use Map designation from the Seminole County "Industrial" designation to the City of Winter Springs "Town Center" designation (see Attachment B - Ordinance 2013-13). The requested "Town Center" future land use designation currently has no maximum density/intensity limitation. The applicant desires to combine the nine (9) county parcels with approximately 56 contiguous acres to the south, presently within the City of Winter Springs, for future development. Conceptually, the proposed development is for 450 residential units and 45,000 square feet of non-residential development. The proposed development vields a total of 3.87 units per acre (see Attachment C- Concept Plan). To help evaluate the anticipated impact of said development, the applicant agreed to enter into an annexation agreement which limits the maximum density of said project to no more than four (4) units per gross acre (see Attachment D - Annexation Agreement). The Annexation Agreement request will be considered by the City Commission under Item 501 during the May 12, 2014 regular City Commission meeting.

<u>Letters/Phone Calls In Favor Or Opposition</u> - To date, the City has not received any letters or phone calls in favor or opposition. In accordance with Policy 2.1.2., Future Land Use Element, the City hosted a Design Charette for the proposed development on May 2, 2013.

Comprehensive Plan Amendment Analysis:

The following summarizes the data and issues which staff analyzed in reviewing this application:

<u>Justification for Future Land Use Designation</u> - The requested Large-Scale Future Land Use Map Amendment proposes to change the Future Land Use Map designation from "Industrial" to "Town Center" for approximately 60 gross acres, more or less, currently within Seminole County, Florida, and generally located south of State Road 434 and east of Tuskawilla Road. The proposed use and density is compatible with the surrounding area, as it generally characterized by low and medium density residential, commercial, and public/semi-public development patterns.

Public Facilities:

ROADS/TRAFFIC CIRCULATION:

Tuskawilla Road and State Road 434 are both four (4) lane arterial facilities that are currently operating at or above level of service B. Level of Service B is defined as a condition of road performance where traffic density is low and vehicles travel with operating speeds somewhat restricted by other vehicles. Drivers still have reasonable freedom to select their speeds.

Availability of Access:

Preliminary access lane configuration for the project access points are:

• Main entrance at Tuskawilla Road - One (1) right only egress lane and one (1) ingress lane

• Michael Blake Blvd at Tuskawilla Road - One (1) right only and one (1) shared left through egress lanes, one (1)ingress lane

• Gardena Ave at State Road 434 - One (1) right only egress lane and one (1) ingress lane Function Classification:

State Road 434 is a principal arterial that runs north from Edgewater Drive near Orlando to Altamonte Springs, then east to Oviedo, and then south to East Colonial Drive. Within this portion of the City of Winter Springs, State Road 434 is a four-lane roadway. Likewise,

that portion of Tuskawilla Road adjacent to the subject property is currently a four-lane roadway. According to the City's Comprehensive Plan, the level of service (LOS) on the portion of State Road 434 and Tuskawilla Road is B'. The traffic study provided by the applicant identifies an overall development of 366 residential units on 116 acres (60 acres to be annexed; approximately 56 acres currently within the City). On September 23, 2013, staff received via email a revised unit count of 450 total residential units. Staff has determined the preliminary traffic impact analysis to be incomplete and therefore will request a complete/modified report once the development proposal is presented to the City (see Attachment E - Traffic Impact Analysis).

POTABLE WATER:

City water is available to serve the proposed project.

WASTEWATER

City sewer service is available to serve the proposed project.

RECLAIMED WATER:

Reclaimed water is not available at this time. However, the irrigation system will be required to meet reclaimed water standards for future connection to reclaimed water when available.

ELECTRIC SERVICE:

Facilities serving the parcels: None currently. The City of Winter Springs is serviced by Duke Energy for electric service. Duke Energy will provide service to this area, with no interruption of service. A future land use change will not impact current electric rates. SOLID WASTE:

Facilities serving the parcels: None currently. The City of Winter Springs currently has a franchise agreement and is serviced by Waste Pro, a private solid waste contractor who will provide service to this area.

STORMWATER MANAGEMENT:

Facilities serving the parcels: None currently. Upon development, the site will be required to provide on-site stormwater management in accordance with all applicable St. John's River Water Management District(SJRWMD) criteria.

POLICE:

The City of Winter Springs is responsible for police protection. The station closest in proximity to the subject property is located at 300 N. Moss Road. Response times are averaged monthly.

FIRE:

Seminole County is responsible for fire protection. City of Oviedo Fire Station 44, located at 42 Central Ave. S., Oviedo, Florida is the closest fire station. The response time is approximately four minutes.

NUISANCE POTENTIAL OF PROPOSED USE TO SURROUNDING LAND USES:

The change in designation from Seminole County "Industrial" to City of Winter Springs "Town Center" will not result in any nuisance potential for the surrounding properties because proposed uses are compatible with the "Town Center" future land use designation, and the subject property is surrounded primarily by commercial, public/semi-public, and residential uses.

NATURAL RESOURCES COMPATIBILITY:

There are no conservation overlays on the subject property.

SOILS:

According to the Soil Survey of Seminole County, Florida,prepared bythe U.S. Department of Agriculture (USDA), Natural ResourcesConservation Service(NRCS), four(VRCS), four(4) soil types occur within thesubject property boundaries(see Attachment F -

Preliminary Environmental Assessment). These soils include the following:

- 2, Adam svill e-Sparr Fine Sands
- 20, Myakka and Eaugallie Fine Sands
- 26, Udorthents, Excavated
- 31, Tavares-Millhopper Fine Sands, 0 To 5 Percent Slopes

Adamsville-Sparr fine sand (#2) is a nearly level, somewhat poorly drained soils on low ridges on the uplands and low knolls on the flatwoods. Typically the surface layer of this soil type is grayish brown fine sand about 4 inches thick. In most years, the seasonal high water table for this soil type is at a depth of 12 to 36 inches for up to 6 months. The permeability of Adamsville soil is rapid. The permeability of Sparr soil is rapid in the surface and subsurface layers and is slow or moderately slow in the subsoil.

Myakka and EauGallie fine sands (#20) are nearly level, poorly drained soils found on broad plains on the flatwoods. Typically the surface layer of Myakka soil consists of black

fine sand about 5 inches thick. Typically the surface layer of EauGallie soil consists of dark gray fine sand about 5 inches thick. During most years the seasonal high table for this soil

type is within 12 inches of the surface for 1 to 4 months. The permeability of Myakka soil is rapid in the surface and subsurface layers and in the substratum and moderate or moderately rapid in the subsoil. The permeability of EauGallie soil is rapid in the surface and subsurface layers, moderate or moderately rapid in the sandy part of the subsoil and moderately slow in the loamy part of the subsoil.

Udorthents, excavated (#26) consist of excavated areas of unconsolidated or heterogeneous soil and geologic materials, which have been removed mainly for use in road

construction or as fill material in low areas and for building foundations. Most areas of Udorthents, excavated locally called borrow pits, are from 5 to 40 feet deep. Some of the pit

bottoms are seasonally ponded. Most pit areas have been left idle. These areas must be smoothed, shaped, and filled if they are to be used for agricultural or for urban development.

Tavares-Millhopper fine sands, 0 to 5 percent slopes (#31) are nearly level to gently sloping, moderately well drained soils found on low ridges and knolls on the uplands. Typically the surface layer of Tavares soil consists of very dark grayish brown fine sand about 6 inches thick. Typically the surface layer of Millhopper soil consists of gray fine sand about 7 inches thick. The soils in this map unit have a seasonal high table at a depth of 36 to 60 inches for 2 to 6 months. The permeability of Tavares soil is rapid or very rapid. The permeability of Millhopper soil is rapid in the surface layers and moderately slow in the subsoil.

The Florida Association of Environmental Soil Scientists (FAESS) considers the main components of Basinger and Smyrna fine sands, depressional (#11) as a hydric soil

type.

Furthermore, the FAESS considers inclusions present in Myakka and EauGallie fine sands (#20), Udorthents, excavated (#26) and St. Johns and EauGallie fine sands (#29) as hydric. This information can be found in the Hydric Soils of Florida Handbook, Third Edition (March, 2000).

FLOOD PRONE AREAS:

According to the Seminole County Property Appraiser's records, the property is within both flood zone "X" and "AE". Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone "AE". The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone "X".

HISTORIC RESOURCES:

No known historical resources are known to be located on the subject property. WILDLIFE:

The environmental report that was submitted with the future land use amendment application indicates no gopher tortoises on the nine (9) acres to be annexed. However, there

are gopher tortoises on that portion of the property currently within the City of Winter Springs. Based on the tortoise population that exists within that portion of the site within the

City and the expected development plan for the overall 116 acre property, there is only one potential option for resolving the gopher tortoise issue. This option is off-site relocation and

will require that any tortoise within 25 feet of proposed construction activities be relocated off-site to an approved recipient site. In addition to the on-site review for "listed" species, BTC conducted a review of the FFWCC's recorded Bald Eagle (Haliaeetus leucocephalus) nest sites on or in the vicinity of the subject property. This review revealed three (3) Bald Eagle nests, through the 2010-2011 nesting season, within one mile of the subject site. These nests, Nest SE-002, Nest SE-003, and Nest SE-087, are all located greater than 660' from any portion of the subject property. As such, no restrictions towards the development of this site will apply.

Consistency with the Comprehensive Plan:

Future Land Use Element

The Conceptual Plan that was presented by the applicant, as a point of discussion purposes, contains 450 residential units on 116 acres yielding a density of 3.87 dwelling units per acre. Per the Comprehensive Plan, the Town Center future land use category has no maximum density threshold. To help evaluate the anticipated impact of said development, the applicant has agreed to an Annexation Agreement hereby limiting the maximum density of said project to no more than four(4) units per gross acre.

The Town Center category was based upon traditional design standards for development that will become the identifying focus of the City's downtown and contribute to an increased

and diversified tax base for the City. The primary purpose of the Town Center is to create an economically successful, vibrant, aesthetic, compact, multimodal, diverse, mixed use (including horizontal and vertical integration of uses) neo-traditional urban environment, designed on a pedestrian scale and with a pedestrian orientation. The Town Center is to be a place where people can reside in a mix of single and multiple family dwellings, work, gather to shop, relax, recreate, be entertained, attend community events, and enjoy the natural beauty of lands located in the Town Center.

The surrounding area is generally characterized by existing cattle grazing, public/semipublic uses, low and medium density residential, and an office park located on Tuskawilla Road. The existing Tuscawilla Planned Unit Development (PUD), located to both the east and south, was annexed into the City of Winter Springs in 1972. Said development includes a combination of single-family, multi-family, commercial, and many park and open space amenities. The proposed future land use amendment is consistent with the Comprehensive Plan.

The proposed future land use amendment is consistent with the following Goals, Objectives and Policies from the Future Land Use Element of the Comprehensive Plan:

GOAL 1: Quality of Life. To ensure that the character, magnitude, and location of all land uses provides a system for orderly growth and development(as defined in sections 163.3221 and 380.04, Florida Statutes) that achieves a balanced, natural, energy efficient, and economic environment, and enhances the quality of life of all residents throughout and beyond the 2030 planning horizon.

<u>Response</u>: The subject site as it currently exists is an enclave surrounded by the City of Winter Springs. This enclave is adjacent to the City's Town Center and will be developed consistent with the City of Winter Springs Comprehensive Plan and Code of Ordinances.

Policy 1.2.2: Potable Water. Do not issue development orders unless it can be determined that adequate potable water supplies and facilities are available. (Cross Reference: See Infrastructure Element, Policy 2.3.3)

Response: Water is available to serve the project

Policy 1.2.4: Sewer. Require residential and commercial development and redevelopment, to connect to or extend the central sewer system to provide service to their development,

except for single family residential that includes only one or two lots. (Cross Reference: See Infrastructure Element, Policy 1.4.1)

Response: Sewer is available to serve the project.

Policy 1.4.2: Higher Density Infill. Encourage the efficient use of land with compatible infill and higher density and intensity development within the Town Center and the U.S. 17-92 CRA Corridor.

<u>Response</u>: The applicant seeks to expand the boundaries of both the City and the Town Center in preparation for a mixed-use community.

Policy 1.8.2: Enclaves. Annex all enclaves, where feasible, in order to reduce land use conflicts and provide efficient public service.

<u>Response</u>: The subject site, as it currently exists, is an enclave surrounded by the City of Winter Springs. The subject property represents the largest enclave within the City.

Policy 1.8.3: Condition for Connection to City Utilities. Require new development within the County in areas that are contiguous to the City, to be annexed into the City and to be developed to City standards as a condition for connection to City utilities, unless that

development is the subject of a mutually accepted utility agreement.

<u>Response</u>: The subject property as it currently exists is an enclave surrounded by the City of Winter Springs. The requested Large-Scale Future Land Use Map Amendment is a companion to a proposed Annexation (Ordinance 2013-12) and Rezoning (Ordinance 2013-15) request. Upon annexation adoption, the proposed project will be developed to City standards as a condition for connection to City utilities.

Policy 2.1.2: Design Charette. Host design charettes to create small area plans consistent with the Town Center Master Plan, involving property owners and stakeholders for the following areas, prior to their development:

a. Between Orange Avenue and Lake Jesup

b. North of and adjacent to Tuscawilla PUD

<u>Response</u>: In accordance with Policy 2.1.2., Future Land Use Element, the City hosted a Design Charette for the proposed development on May 2, 2013.

Policy 6.1.4: Procedures for Inclusion of Annexed Properties into the City's TCEA. Place properties that involve a large-scale land use amendment into a City TCEA Zone as part of the large-scale amendment process and amend simultaneously the appropriate TCEA map(s). Place properties that involve a small-scale land use amendment into a City TCEA Zone as part of the next large-scale amendment cycle, and amend simultaneously the appropriate appropriate

TCEA map(s). During the interim period, after obtaining a City land use category, but prior to placement in a City TCEA Zone, development on property may proceed by the development providing and funding mobility standards and requirements of the most physically proximate Zone. If the property is adjacent to two Zones, the City shall assign the Zone after making a determination as to which is most appropriate. (Ord. 2010-18; 10-25-10)

<u>Response</u>: Per Policy 1.11.2, Transportation Element, TCEA Zone A is identified as the Central Mobility Hub and is generally located at the heart of the City at the intersection of

State Road 434 and Tuskawilla Road and coincides generally with the Town Center. As part of the requested Large-Scale Future Land Use Map Amendment, staff is placing the subject property within TCEA Zone A and simultaneously updating the existing TCEA Zone A Map to reflect said change (see Attachment G - TCEA Zone Map).

Policy 1.3.1: Requires all development proposals to determine their specific impacts on current Level of Service (LOS) and mobility standards.

<u>Response</u>: Staff has requested a revised Traffic Impact Analysis for said development. The revised report shall analyze the adjusted residential unit count from 336 to 450 total units. A complete/modified report is to accompany the future development proposal.

Policy 1.3.4: Requires the City to support proposed future land use map amendments with data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet the projected growth demands.

<u>Response</u>: City water and sewer service is available to serve the subject property.

Policy 1.6.4: Encourages land uses that generate high traffic counts to locate adjacent

to arterial roads and mass transit systems.

<u>Response</u>: The proposed mixed-use development is adjacent to both Tuskawilla Road and State Road 434. Both roadways are four (4) lane arterial facilities that are currently operating at or above level of service B.

Policy 1.7.1: Requires the City to consider existing and proposed land uses in adjacent jurisdictions when reviewing proposed land use amendments.

<u>Response</u>: The proposed use and density is compatible with the surrounding area, as it generally characterized by low and medium density residential, commercial, and public/semi-public development patterns.

Transportation Element

The proposed future land use amendment is consistent with the following policies from the Transportation Element of the Comprehensive Plan:

Policy 1.1.7 and Policy 1.11.5: Requires a Transportation Impact Analysis for all new development generating more than 300 total annual average daily trips.

<u>Response</u>: Staff has requested a revised Traffic Impact Analysis for said development. A complete/modified report is to accompany the future development proposal.

FINDINGS:

1. The request is consistent with all applicable goals, objectives and policies of the City's adopted Comprehensive Plan.

2. The request is in conformance with the purpose and intent of the City Code and with all applicable requirements.

3. Considering the type and location of uses involved and the general character of the area, the change of the FLUM designation will not result in any incompatible land uses, including such factors as height, bulk, scale, intensity, traffic, noise, drainage, dust, lighting, appearance, and other factors deemed important.

4. The request is consistent with Florida Statute Chapter 163, Part 11, of the Florida Statutes.

REZONING ANALYSIS:

The following summarizes the data and issues which Staff analyzed in reviewing this application as required by the Code of Ordinances, Section 20-31:

(1) Compliance with Procedural Requirements-The proposed rezoning is in compliance with all procedural requirements established by the City Code and law. Requirements for advertising the land use action have been met.

(2) Consistent with the Comprehensive Plan- The proposed rezoning change is consistent with the City's Comprehensive Plan and the proposed change will not have an adverse effect on the Comprehensive Plan.

(3) Consistent with any Master Plan for the property- The applicant has requested this rezoning to allow the properties, in conjunction with 50 acres within the City just to the south, to be developed as a mixed use community.

(4) Not Contrary to the Land Use Pattern Established by the Comprehensive Plan-The proposed rezoning from Seminole County's Agriculture "A-1" & Industrial "M-1" to Winter

Springs "Town Center" is appropriate and compatible with the land use pattern established by the City's Comprehensive Plan (see Attachment H - Ordinance 2013-15). Surrounding properties within the City have future land

use designations of "Town Center" and "Low Density Residential". Surrounding

properties within Seminole County have a future land use designations of "Industrial" and "Medium Density Residential".

(5) Does Not Create Spot Zoning- The proposed rezoning does not create a spot zone, which is prohibited by law. The adjoining properties are zoned for residential, town center, and planned unit development.

(6) Does Not Materially Alter the Population Density Pattern- The proposed rezoning does not alter the existing developed population density pattern and therefore will not overtax the load on public facilities and services (utilities, streets, and other municipal services and infrastructure).

(7) Does Not Create Illogically Drawn Zoning District Boundaries- The proposed rezoning does not result in existing zoning district boundaries that are illogically drawn

in relation to the existing conditions on the property and the surrounding area and the land use pattern established by the City's Comprehensive Plan.

(8) Changed Conditions Make the Proposed Rezoning Necessary- The proposed zoning designation of "Town Center" is compatible with the proposed "Town Center" Future Land Use Map designation described within Ordinance 2013-13.

(9)No Serious Reduction in Light or Air to Adjacent Areas- The proposed rezoning will not seriously reduce light or air to adjacent areas.

(10) Adverse Impact on Surrounding Property Values- The proposed zoning designation has been determined by evaluating the prevailing character of the area around the subject property.

(11)Not Detrimental to Future Improvement of Adjacent Vacant Property- The intent in the zoning of the property is to apply a zoning classification for the subject property that

is consistent and compatible with the surrounding land uses.

(12) Does Not Constitute a Special Privilege- The proposed rezoning does not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

(13) Not out of Scale- The proposed rezoning change is not out of scale or incompatible with the needs of the neighborhood or the City.

(14) Does Not Violate any City Land Use Regulations- The proposed rezoning does not violate any applicable land use regulations adopted by the City. FINDINGS:

In analyzing the rezoning request, it has been determined that the fourteen (14) review standards included in Section 20-31 were satisfied.

FISCAL IMPACT:

The proposed Large-Scale Future Land Use Map Amendment and Rezoning serves as the preliminary stage for allowing the subject property to be developed into a mixeduse development. Development of the subject property will provide an increase to the City's taxable value. A Fiscal Analysis will be performed once the development detail of the property are presented to the City

COMMUNICATION EFFORTS:

This Agenda Item has been electronically forwarded to the Mayor and City Commission, City Manager, City Attorney/Staff, and is available on the City's Website, LaserFiche, and the City's Server. Additionally, portions of this Agenda Item are typed verbatim on the respective Meeting Agenda which has also been electronically forwarded to the individuals noted above, and which is also available on the City's Website, LaserFiche, and the City's Server; has been sent to applicable City Staff, Media/Press Representatives who have requested Agendas/Agenda Item information, Homeowner's Associations/Representatives on file with the City, and all individuals who have requested such information. This information has also been posted outside City Hall, posted inside City Hall with additional copies available for the General Public, and posted at five (5) different locations around the City. Furthermore, this information is also available to any individual requestors. City Staff is always willing to discuss this Agenda Item or any Agenda Item with any interested individuals.

Pursuant to Florida Statutes 171.044 (6), the

Seminole

County Board of County Commissioners was sent via Certified Mail the notice of Annexation, Large-Scale Plan

Amendment, and Rezoning for the subject parcels on April 18, 2014 (see Attachment I Notification Letter). Adjacent property owners have been notified by U.S. mail on September 23, 2013. Notification Letters). The request was legally advertised within the Orlando Sentinel on April 24, 2014 and May 1, 2014 (see Attachment J, Legal Advertisements). In addition, the properties have been posted with a large yellow sign.

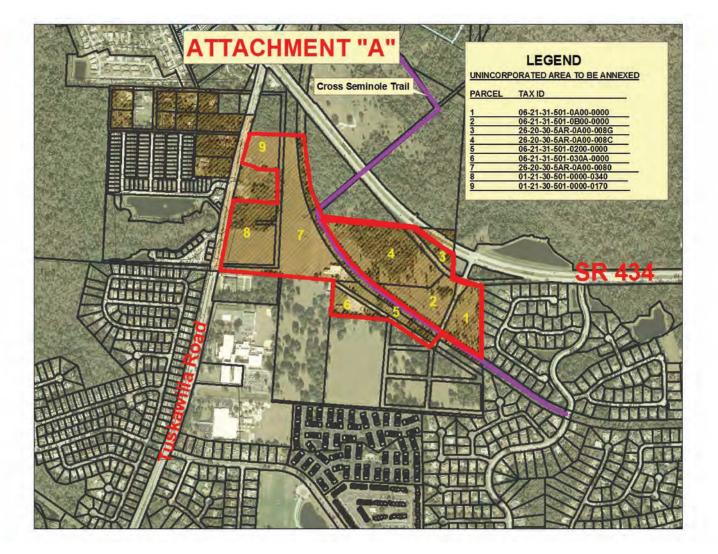
Lastly, in accordance with Policy 2.1.2., Future Land Use Element, the City hosted a Design Charette for the proposed development on May 2, 2013.

RECOMMENDATION:

The Community Development Department — Planning Division and the Planning and Zoning Board/Local Planning Agency requests that the City Commission hold a Public Hearing for Second Reading and Adoption of both Ordinance 2013-13, a Large-Scale Future Land Use Map Amendment, and Ordinance 2013-15, which proposes to rezone nine (9) parcels totaling approximately 60 gross acres, more or less, currently within Seminole County, Florida, and generally located south of State Road 434 and east of Tuskawilla Road. In addition, the Community Development Department -Planning Division requests that the City Commission support the placement of the subject property within TCEA Zone A and simultaneously update the existing TCEA Zone A Map to reflect said change.

ATTACHMENTS:

- A Location Map
- B Ordinance 2013-13
- C Concept Plan
- D Annexation Agreement
- E Traffic Impact Analysis
- F Preliminary Environmental Analysis
- G TCEA Zone Map
- H Ordinance 2013-15
- I Notification Letter
- J Legal Advertisements



SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 23rd, 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:	Anna J. Ondick, As Trustee of the Anna J. Ondick Trust,	
	Dated March 9, 1999	
	989 Greentree Drive, Winter Park, FL 32789-2787	
B . (N)		

Project Name: Tuskawilla Storage Planned Development

Requested Development Approval: After fully considering staff analysis of "Tuskawilla Storage PD Rezone" and all evidence submitted at the public hearing on May 23, 2023 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from M-1 (Industrial) and A-1 (Agriculture) 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

BEING PART OF LOTS 18, 19, 22, 33, 36 AND 37 AND THE VACATED UNNAMED ROADS BETWEEN, D.R. MITCHELL'S S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, AS RECORDED IN PLAT BOOK 1, PAGE 5, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT FD-4. TUSKAWILLA CROSSINGS PHASE 1. AS RECORDED IN PLAT BOOK 83. PAGES 75 THROUGH 89. INCLUSIVE; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT FD-4 AND TRACT R THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 74°47'43" EAST, A DISTANCE OF 244.40 FEET: (2) SOUTH 11°15'12" WEST, A DISTANCE OF 47.95 FEET: (3) SOUTH 81°22'45" EAST. A DISTANCE OF 188.78 FEET: (4) SOUTH 87°17'24" EAST, A DISTANCE OF 15.00 FEET TO AN INSIDE CORNER OF SAID TRACT R; THENCE RUN SOUTH 02°42'36" WEST, ALONG THE WEST LINE OF SAID TRACT R, A DISTANCE OF 372.00 FEET TO A POINT ON THE NORTH LINE OF TRACT A, AFORESAID TUSKAWILLA CROSSING PHASE 1: THENCE RUN NORTH 87°17'24" WEST, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 87°58'15" WEST, ALONG SAID TRACT A AND TRACT FD-7, A DISTANCE OF 511.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA ROAD ACCORDING TO THE SEMINOLE COUNTY RIGHT-OF-WAY MAPS OF TUSKAWILLA ROAD PHASE IV; THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 13°13'34" EAST, A DISTANCE OF 505.99 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EAST, HAVING A RADIUS OF 4,040.18 FEET, A CENTRAL ANGLE OF 00°00'17", AND A CHORD LENGTH OF 0.33 FEET WHICH BEARS NORTH 13°13'34" EAST: (2) RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.33 FEET; RETURNING TO THE POINT OF BEGINNING.

CONTAINING 209,321 SQUARE FEET SQUARE FEET OR 4.805 ACRES MORE OR LESS.

Robinson, Doug

From:	gringachula1 < gringachula1@aol.com>
Sent:	Wednesday, May 3, 2023 6:57 AM
То:	Robinson, Doug
Subject:	Storage Unit Winter Springs

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

This email is to let you know I am against the proposed storage unit on Tuskawilla in Winter Springs. I live in Tuskawilla Crossings and where my house is I would be sandwiched between the Savoy and the storage unit. It would decrease the value of our homes. If I knew there was going be a storage unit here I would have never bought my house. It does not belong here. The storage unit would attract more crime and vagrants. A 3 story unit does not look appropriate with the surrounding buildings and businesses. It would look out of place. The proposed unit would also be next to a school which brings up safety concerns. It's just not the right location to put up a 3 story building. Please don't allow this to happen. Thank you Lillian

Sent from my iPhone

From:	<u>Krista Ross</u>
То:	Robinson, Doug
Subject:	Storage unit
Date:	Tuesday, May 2, 2023 8:17:46 PM

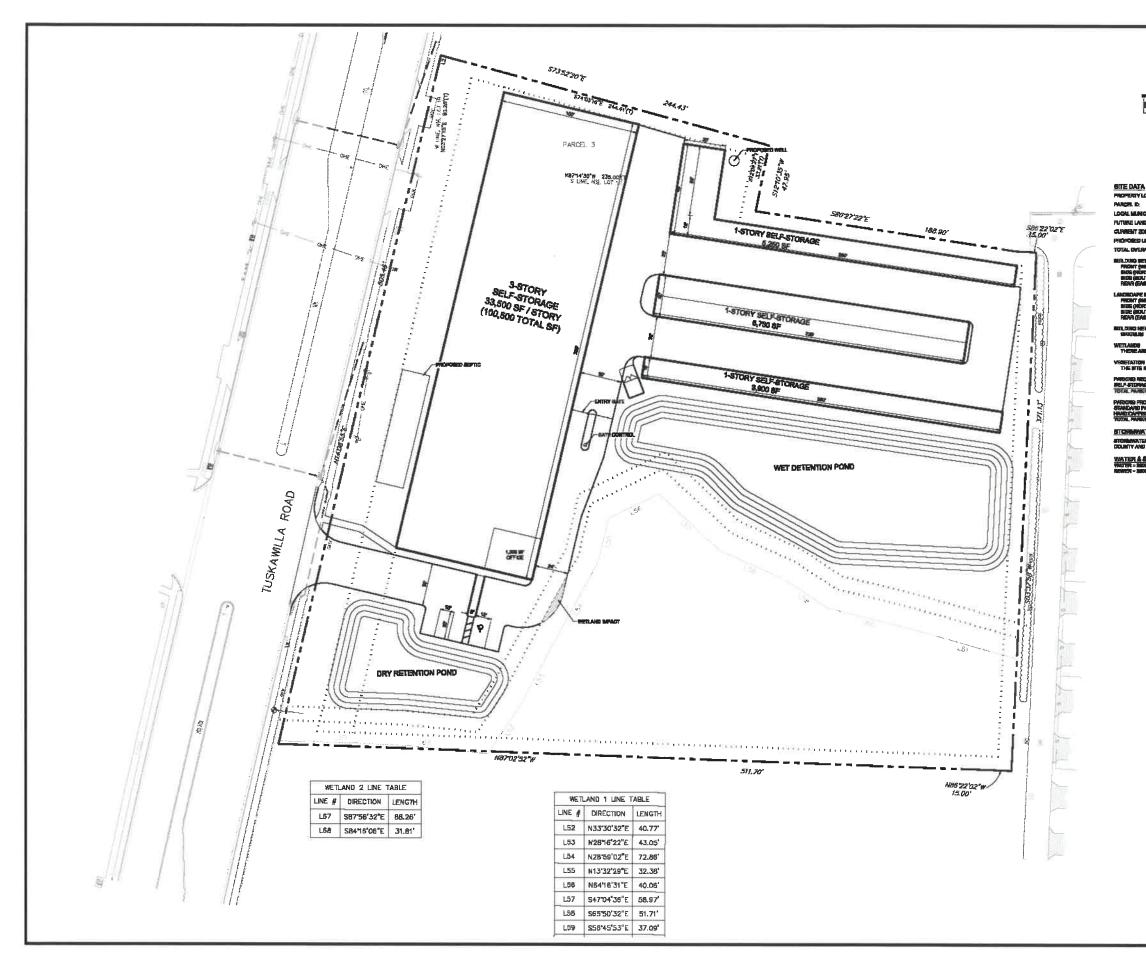
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Hello and thank you for your time. I would like to express my opposition to the storage unit and why. Also, I would be one of the homes behind the storage unit. On another note, I plead with the zoning committee to leave the agricultural zoning as is. The reason is not for me. That land abuts to the

wetlands and is important from keeping pollution from entering the water. It is also part of an important, albeit, dwindling, ecosystem that I have witnessed. We need somewhere for the animals to go and connecting forests are essential to their survival. I do, however, realize they will build something on the industrial lot. This part as homeowners we PLEASE urge you to give us at least 60-75 feet of the forest behind us to buffer our view of whatever they build there. Here are my reasons for opposing the storage unit:

- 1. Kids walk to and from school on Tuscawilla road. Moving trucks are a huge hazard turning in/out of there.
- 2. This is a residential area and a storage unit brings crime. It is also unsightly and will bring down local property values.
- 3. There are other places to build storage units.
- 4. They want to avoid using winter springs water/sewer/fire. I live behind them. If that place catches on fire it is a HUGE danger with a well only to put out a fire.

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From B.S.Fain 5/5/23 Tuskawilla Storage



From B. Spain 5/3/23 Tuskawilla Storage



PUBLIC HEARINGS AGENDA

CITY COMMISSION MONDAY, APRIL 24, 2023 | REGULAR MEETING

TITLE

Ace Hardware & Commercial Space | Commercial Development – 23,559sqft Hardware Store & 3 Commercial Spaces

SUMMARY/UPDATE

The Community Development Department requests that the City Commission hold a Public Hearing to consider the aesthetics for a proposed Ace Hardware with attached commercial space located within the Town Center (T5 Transect). The project includes a 23,559sqft hardware store as a permitted use and three vacant tenant spaces of 2,621sqft, 2,187sqft, and 2,323sfqt each. The applicant has only submitted for an aesthetic review – there is not a formally proposed site plan and there is not a final engineering / site plan application submitted for this project yet.

General Information		
Applicant	John McMillan	
Property Owner(s)	Patti Schoen	
Location	Northeast corner of Tuskawilla Rd. and Michael Blake Blvd., just south of the Mobil Gas Station.	
Tract Size	±3.58 acres	
Parcel ID Number	01-21-30-501-0000-0010	
Zoning Designation	Town Center (T-C) T5 Transect Urban Center Zone	
FLUM Designation	Town Center District	
Adjacent Land Use	North: Mobile Gas Station	South: Michael Blake Blvd.
	East: Vacant parcel	West: Tuskawilla Road
Development Permits	Aesthetic Review	
Development Agreement	None	
Code Enforcement	Not applicable	
City Liens	Not applicable	

Background Data:

The applicant John McMillan is proposing a 18,882sqft hardware store (Ace Hardware) with a 6,347sqft covered patio in addition to three commercial spaces 2,621sqft, 2,187sqft, and 2,323sfqt each and one adjoining outdoor patio area for the west most commercial space within the Town Center. The ±3.58 acre parcel is located north of Michael Blake Boulevard, south of the Mobile Gas Station, east of Tuscawilla Road, and west of State Road-434. The property is located in the T5 Transect of the Town Center, where hardware stores are a permitted use. The applicant has only submitted for an aesthetic review – there is not a formally proposed site plan and there is not a final engineering / site plan application submitted for this project yet.

In 1971, Patti Schoen purchased approximately 3.8 acres in Seminole County, Florida. More specifically, Lots 1 through 4 of Tuskawilla as per the Plat thereof recorded in PB 1 PG 5. At the time of purchasing, sections of lot 3 and 4 had already been conveyed to accommodate the right of way for Tusckawilla Road.

In 1989, the Schoen Property annexed to the City of Winter Springs via Ordinance 462 with a Commercial Future Land Use and C-1 Zoning.

In 1992 and 1998 additional sections of Lots 3 and 4 were conveyed to expand the right of way width on Tusckawilla Road. The resulting parcels east of Tusckawilla Road create the subject parcel, whose parcel ID and boundaries have been consolidated to create a single parcel of approximately 3.58 acres.

The City started planning for the S.R. 434 Corridor and Town Center in 1995 between the summer of 1995 and early 1997 the City held various planning sessions to better define the Community goals for the S.R. 434 Corridor and the Town Center.

The Final "Town Center" Overlay District was established in June 9, 1997 (Ordinance 661), and the City Commission directed City staff to prepare a comprehensive plan amendment and prepare a zoning change that would be in accordance with the development of the Town Center.

From 1998 to 2000, City Staff and Planning Consultant Dover-Kohl worked with property owners on fine-tuning the Master Plan. The City staff completed the necessary Comprehensive Plan Amendment (Ordinance No. 2000-10 Approved on 4/24/2000) and development of the Town Center District Code (Ordinance No. 707 Approved on 6/12/2000).As of 6/12/2000 via Ordinance 707, the Schoen Property was re-zoned Town Center (T-C), T5 Transect and given the Future Land Use designation of Town Center District. Since then, the property has remained unimproved and in a natural state.

Public Notices:

Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations on file with the City Winter Springs (112 notices) on March 24, 2023.

A community workshop is not required for this aesthetic review based upon the criteria set forth in Sec. 20-29.1(a).

This aesthetic review application is not required to be bought before the Planning and Zoning board based upon the criteria set forth in Chapter 20, Article II, Division 1.

Proposed Use:

Although this review is solely for aesthetics, it is worth mentioning the indented and potential uses of the project as it does have an impact on the architecture. The primary space, consisting of 18,882sqft of building and a 6,347sqft screened lanai, is proposed to be a hardware store (Ace Hardware). There are three proposed vacant tenant spaces 2,621sqft, 2,187sqft, and 2,323sfqt each on the west side of the proposed structure. The future tenants would be required to adhere to Sec. 20-323 that describes the permitted uses in Transect 5 of the Town Center for the property. The western-most commercial space features an outdoor patio and is intended to be marketed as a space for a restaurant.

Aesthetic Review:

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff has utilized the below criteria in Section 9-603 to determine the following. The attached Aesthetic Review package includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603.

Aesthetic Review

1. The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.

Analysis:

The exterior color palette is similar and in harmony with the Winter Springs Marketplace, the Town Center, and other nearby commercial properties along SR 434 which will safeguard the surrounding area and the cultural character of the community. The building's primary colors are similar to other buildings in the Winter Springs Marketplace and the accent features are also of a similar color to those in the Marketplace and the Town Center.

Overall, the architectural intent of the Ace Hardware includes architecture that is complementary to the styles of architecture in the Marketplace and the Town Center. The site was developed to encourage pedestrian use and the proposed development will provide an interconnected system of sidewalks with the larger system of pedestrian itinerary in mind.

2.	The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area.
	Analysis: The proposed design is harmonious with the color scheme, materials, and character of the Winter Springs Marketplace, the Town Center, and other nearby commercial properties in the Town Center District. The site layout registers with interior access with the rest of Winter Springs Marketplace.
3.	The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance: a. Front or side elevations; b. Size and arrangement of elevation facing the street, including reverse arrangement; or c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
	Analysis: The overall aesthetic of the project provides systemic elements to other buildings within the Winter Springs Marketplace without being overly similar. The building's colors are similar but not identical. The base of the building utilizes stacked stone, a feature found on several other buildings nearby which will create a sense of unity without being too overt. The proposed design shares the appropriate scale and design intent of the Winter Springs Marketplace and Town Center.
4.	The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
	Analysis: The proposed project enhances the character and overall aesthetics of the surrounding area. Design features incorporated into the Ace Hardware project, such as the modern facade and muted color palette, make it similar but not identical to other buildings in the area. It is systemically harmonious.
5.	The proposed project is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design

PUBLIC HEARINGS AGENDA | MONDAY, APRIL 10, 2023 | PAGE 4 OF 5

criteria adopted by the city (e.g. Towne Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.

Analysis:

The proposed development is consistent and compatible with the intent and purpose of this article, designed to enhance the Town Center district. This project is also compatible with the Comprehensive Plan and the SR 434 Corridor Vision.

6. The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

Analysis:

The proposed development is designed to contribute to the quality architectural styles that are typical with recently approved developments within the Town Center. Ace Hardware includes a faux second story, keeping in line with buildings in the adjacent Town Center District. The exterior provides series of straight lines which continues the existing rhythm across the façade of the building while breaking up a monolithic façade to provide the smaller scale as demonstrated and intended in the Town Center.

Significant design features include architectural stacked stone, wood-look exterior wall panels contrasting stucco, and warm-neutral paint colors similar to nearby uses.

Procedural History:

Procedural History:	그는 아이는 것이 같이 아이는 것이 아이는 것이 않는 것이 같아. 말 같이 있는 것이 같아. 말 같이 없는 것이 같아. 말 같이 많이 많이 없는 것이 같아. 말 같이 없는 것이 없는 것이 없는 것이 않는 것이 없는 것이 없 않는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 않는 것이 없는 것이 않는 것이 없는 것이 없는 것이 없는 것이 않는 것이 없는 것이 없는 것이 않는 것이 없는 것이 않는 것이 않는 것이 않는 것이 없는 것이 않는 것이 없는 것이 없는 것이 않는 것 않 않는 것이 않이 않는 것이 않이 않 않이 않
July 22, 2022	Pre-Application Meeting for Sutton Crossings (Equinox)
December 20, 2022	Aesthetic Review (AR 2022) Submittal Date

Recommendation:

Staff recommends that the City Commission approve the Aesthetic Review for the proposed Ace Hardware.

Attachments:

- 1. AR2022 Ace Hardware Aesthetic Review Application
- 2. AR2022 Ace Hardware Floorplan
- 3. AR2022 Ace Hardware Renderings and Elevations









PROJECT A3 DATE ACE HARDWARE - WINTER SPRINGS CONCEPT 8 COLOR BOARD - ELEVATIONS 04/14/23

3

From B. Spain 5/3/23 Tuskawille Storage



PROJECT ACE HARDWARE - WINTER SPRINGS A1 EXTERIOR RENDERING DATE 04/14/23

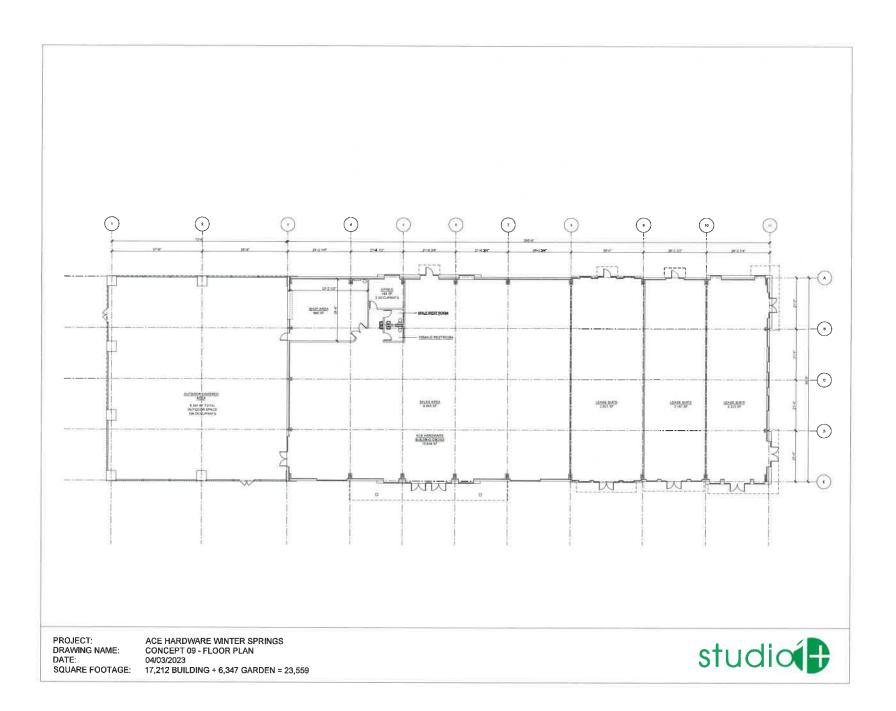




PROJECT ACE HARDWARE - WINTER SPRINGS A2 EXTERIOR RENDERING DATE 04/14/23

x





SEMINOLE COUNTY LOCAL PLANNING AGENCY/ PLANNING AND ZONING COMMISSION COUNTY SERVICES BUILDING 1101 EAST FIRST STREET SANFORD, FLORIDA BOARD CHAMBERS, ROOM 1028 <u>MINUTES</u>

WEDNESDAY, MAY 3, 2023 6:00 PM

Tuskawilla Storage PD Rezone – Consider a Rezone from M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) for a proposed self-service storage facility on approximately 4.81 acres, located on Tuskawilla Road approximately 200 feet south of Michael Blake Blvd.; (Z2022-20) (David Axel, Applicant) District2 - Zembower (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 M-1 (Industrial) and A-1 (Agriculture) to PD (Planned Development) to allow a proposed self-storage facility on one (1) parcel totaling 4.81 acres.

The site has been vacant since at least 2007. It was originally a Hi-Flavor Meats plant. The building was demolished in the 2006 to 2007 timeframe. The site currently has a future land use designation of Industrial and self-storage is only permitted in the Industrial Future Land Use designation in unincorporated Seminole County.

The property's surroundings and proximity to the City of Winter Springs' Town Center T-4 Zoning presented concern regarding compatibility with the character of the surrounding area. Given the character of the area and concerns about integrating with the Town Center uses, the Applicant is proposing a Planned Development (PD) to create compatibility with the surroundings. The Applicant has committed to several design criteria to lessen impacts to surrounding uses and properties, such as designing the building exterior to be consistent with the Town Center guidelines, restricting the building height to twelve (12) feet on the eastern 200 feet of the site, screening views of mechanical and fire protection equipment, designing the site so that external storage bay doors will not be easily seen from off site, and reducing light spillage onto surrounding properties. The Applicant is also restricting the hours of operation to 7:00 a.m. to 9:00 p.m., Monday to Sunday, seven (7) days per week.

Access is proposed off of Tuskawilla Road through an existing access that aligns with Avery Lake Drive. Avery Park is a single-family residential neighborhood on the west side of Tuskawilla Road. Tuskawilla Crossings is to the east and abuts the property. The property to the north is vacant. The site to the south is open space for Tuskawilla Crossings.

The subject site is located in the City of Winter Springs utility service area. The Applicant provided a letter that was sent to the City of Winter Springs requesting water and sewer service for the proposed development. The Applicant has indicated that they have not received a response. The Applicant has since proposed developing the site using a private well and an onsite sewage treatment and disposal system, claiming sewer service is not available per Florida Statutes. In accordance with Florida Statutes, the Applicant is proposing an onsite sewage limit of 1,000 gallons or less per day. Based on the specific use, the Seminole County Environmental Services Department has determined that a central water connection is not required to connect to central water.

Since the Applicant is proposing a private well for water, the Seminole County Fire Department Fire Prevention Division has stated an alternative fire protection system is required and must be found in compliance with Florida Fire Prevention Code prior to Final Development Plan approval.

The site contains wetlands. The wetland delineation buffers shall be required at Final Development Plan. The site has been vacant since 2007, so there is potential for the site to have endangered or threatened species. Staff will require a listed species survey be provided prior to Final Development Plan approval. The Development Order and Master Development Plan call for landscape buffers on all sides of the project. Landscape buffer widths range from ten (10) feet for the north and south sides, to twenty (20) feet on the east side, and twenty-five (25) feet on west side, along Tuskawilla Road. The development must also provide a total of twenty (20) percent open space, which may include the landscape buffers.

A community meeting for this project was held on Tuesday March 14, 2023 at 6:00 p.m. There were at least eighty-seven (87) attendees. The Applicant stated that a wide range of questions and concerns were raised regarding the project. This information is included in the meeting summary. The City of Winter Springs has provided a letter of objection to the proposed rezone and to date staff has received two (2) letters from citizens who oppose the project. Staff finds the proposed use and intensity consistent and compatible with the Seminole County's Comprehensive Plan for the Industrial Future Land Use designation. Staff also finds the proposed PD zoning classification is consistent with the County's Land Development Code and the surrounding area. Staff recommends that the Board of County Commissioners adopt the Ordinance enacting a Rezone from M-1 (Industrial) and A-1 (Agriculture) to Planned Development for 4.81 acres and approve the associated Development Order and Master Development Plan, located on Tuskawilla Road approximately 200 feet south of Michael Blake Boulevard.

Commissioner S. Smith asked if the City of Winter Springs had water and sewer running in front of the property. Mr. Robinson stated they did and believes it was a twelve (12) inch water main and there are fire hydrants along Tuskawilla Road. Commissioner S. Smith then asked if the City of Winter Springs was denying the landowner to tie in. Mr. Robinson stated he couldn't say for sure however, Staff has reached out to the City of Winter Springs as to whether or not they had received the letter from the Applicant. Mr. Robinson also stated Staff did not receive a response as to whether the letter from the Applicant was received by Staff.

Brent Spain from Theriaque & Spain, for the Applicant, was present and agreed with Staff as presented.

Commissioner S. Smith asked Mr. Spain if he had applied to the City of Winter Springs for water and sewer. Mr. Spain stated the water is located on Tuskawilla Road and the sewer is located in Tuskawilla Crossings and runs down Strong Tree Way. Mr. Spain stated there is a ten (10) foot strip separation between the subject property and Strong Tree Way, so the subject site is not adjacent. Mr. Spain also stated the Applicant submitted a written request to the City of Winter Springs to check on the availability of water and sewer and the Applicant has also personally met with the Winter Springs City Manager after submitting the letter and to date, there has been no written response received by the Applicant.

The following individuals spoke in opposition to the project:

- Anthony Garganese, Attorney for the City of Winter Springs, stated he was present on behalf of the City of Winter Springs Commissioners and wanted to convey their opposition to the project and feels that the current A-1 zoning is already consistent with comprehensive plan future land use designation (Exhibit 9). Mr. Garganese submitted a conceptual plan for the Planning and Zoning Commissioners to view as well as artist renderings of the building based on the Concept Plan obtained through the public records request. Mr. Garganese mentioned Seminole County Comprehensive Plan Policies such as Issue IGC 3, Policy IGC 1.10, Policy FLU 2 regarding the relationship between the City and the County and trying to protect the compatibility of development projects next to residential areas. Mr. Garganese submitted a map of the subject property that included surrounding densities of residential developments for the record.
- David Plummer, homeowner in Winter Springs, spoke stating he would not have purchased his home last year if he had known a rezoning of the undeveloped areas to accommodate a storage facility was a possibility.
- Dexter Glasgow, Winter Springs, spoke stating a storage facility isn't comparable to anything that has been built in the community.
- Byron Walden Jr., Winter Springs, spoke in regard to the decline of property values due to the subject project and feels the subject project to does not belong in the area.
- Joel Trouce, Winter Springs, spoke regarding the size of the subject property and felt the Community Meeting for this project was poorly managed. He also spoke about fire protection concerns and sewage from the subject property if not connected to the City's sewage lines.
- Christina Maley Higley, Avery Park HOA Representative Winter Springs, spoke regarding the management of the Community Meeting for this project and compatibility of the subject property to a residential neighborhood. She also spoke regarding the lack of similar examples in Seminole County.
- Kevin Cannon, Winter Springs, spoke regarding water and sewer issues and the County's Comprehensive Plan, Policy PR 2.2. Section K., and PR 2.2.b.
- Nick Tafelsky, Winter Springs, spoke regarding the size of the subject building being proposed and the County's Comprehensive Plan Future Land Use element with regard to the protection of homes.
- Victoria Colangelo, Winter Springs, spoke regarding her constituents and their opposition to the subject project and the proposal of a turn lane off of Tuskawilla Rd. She also spoke regarding the pre-annexation agreement.

Mary Moskowitz, Planning and Development Manager, stated that there was mention by Winter Springs staff that a Staff Report was missing from the Agenda Packet. She confirmed a Staff Report was present in the Agenda Packet.

Doug Robinson stated that there was a link emailed to Mr. Tafelsky of the City of Winter Springs.

 Winter Springs Mayor Kevin McCann of Winter Springs stated the storage unit does not belong in the proposed area. Mayor McCann cited Florida Legislation Section 171.046, regarding enclaves and Florida State Statute 381.0065. Mayor McCann stated he spoke with the Environmental Health Director of the Florida Department of Health who replied to Mayor McCann's questions, stating that based on the information provided, she (Health Director) would suggest that the Applicant seek to tie in to the available water system and easement in front of the property. Mayor McCann supplied a Pre-Annexation and Town Center Redevelopment Agreement for the record.

The following individuals filled out comment cards in opposition to the project:

David Duckworth, Winter Springs; Bridgett Tolley, Winter Springs; J.B. Gurney, Winter Springs; Peter Kueera, Winter Springs; ACHA, Winter Springs.

Brent Spain from Theriaque & Spain, for the Applicant, rebutted by stating the following:

- The City of Winter Springs has known for a year that the Applicant has been working through the approval process for the subject project.
- The subject development is not located within the City of Winter Springs and at no time did the City of Winter Springs offer to provide water and sewer.
- Fire protection has been reviewed. The subject site will be serviced by an onsite fire/water storage tank and will have to meet all of the necessary requirements.
- The subject site will be screened and not visible from surrounding properties, which is reflected in the Master Development Plan and Development Order.
- There is no intention to impact the wetlands on the site.
- The subject site is designated Industrial Land Use and M-1 zoning in the front which allows for a mini storage facility. Staff recommended the Planned Development route during the process so that any compatibility issues could be addressed along with any restrictions.
- Within 200 feet from the subject property to the east the building height is limited to twelve (12) feet. Tuskawilla Crossings is thirty-five (35) feet in height and homes that are located on Strong Tree Way near the alley are rear-entry garages facing the alley way. So, it is not front-end houses facing the rear.
- There is a ten (10) foot fully vegetative buffer east of Tuskawilla Crossings that is maintained, and the subject development is providing an additional twenty (20) foot buffer. Additionally, within 200 feet of the property line, the subject developer is limited to twelve (12) feet in total height.
- The rendering submitted to the County by the Developer shows through allowable buffering, the subject building cannot be seen from the ground.

- The City stated the subject building is not the largest building in the area to include the high school. That statement is false.
- The Staff Report is available through the electronic agenda on the County's website.
- The City's Attorney questioned if the Master Development Plan complies with County requirements because the plan doesn't include or show a building footprint. The developer is not required to include a building footprint they are allowed to submit a bubble plan, which has been fully reviewed by Staff and meets all the requirements for a Master Development Plan.
- The inaccurate rendering the City compiled of the subject building is not to scale. In fact, the backing buildings they depicted on their rendering looks nothing like twelve (12) feet in height. The front of the building is certainly not thirty-five (35) feet in height.
- The Savoy Apartments is a four (4) story, 140,000 square feet multi-family senior apartment building. There has been an incorrect suggestion that the subject developer is building a mammoth 107,000 square foot building. The maximum Floor Area Ratio (FAR) on the Industrial Land Use subject property is 0.65. Based on the (FAR), the maximum amount of square footage that could be built on the subject site is 107,000 square feet. An aerial view of the subject property and surrounding site was submitted by Mr. Spain for the record.
- The Rize Apartment Complex located in the City of Winter Springs adjacent to the Winter Springs City Hall that is 340,000 square feet, is closer to Tuskawilla Crossings than the proposed subject mini storage.
- The County's Future Land Use Map clearly labels the subject property as Industrial. It wasn't changed to Industrial after Tuskawilla Crossings was built in 2014 or after nearby Avery Park being built in 2001. The subject site has been labeled as Industrial the entire time the subject property was being developed.
- The Winter Springs City Planner stated incorrectly that there is nothing in the City's Staff Reports that addressed compatibility. The Winter Springs staff report for both Tuskawilla Crossings and Avery Park projects are located in the backup materials in the P&Z Agenda.
- When the City of Winter Springs voted to amend the land use to allow the development of Tuskawilla Crossings and Avery Park they recognized then that the land use in Seminole County was Industrial and the land use and rezoning was compatible with the existing surrounding uses.
- The City of Winter Springs had a finding when they rezoned and changed the land use that the Town Center was compatible with the Industrial Future Land Use adjoining it.
- Staff Reports constitute competence of substantial evidence unless they are found conclusory. The County's Staff Report is more than conclusory. In fact, the Staff Report contains multiple pages that address the enhancements, restrictions and additions that have been added to the process through the proposed Planned Development to ensure potential compatibility concerns were addressed. Just the Staff Report alone satisfies the Applicant's burden.
- Speculation and conjecture do not constitute competence of substantial evidence.
- You have heard from no one this evening that has attested they were an expert.
- Traffic concerns have been raised this evening. The developer is maintaining sidewalk connections that is required in the Development Order. Mini storage areas are extremely low traffic generators.

- Mr. Axel, the Applicant, addressed any and all questions raised in the Community Meeting that was held. Additional chairs were supplied when needed for seating.
- Large placards were displayed for anyone to view and take pictures of. The Applicant and their staff remained after the Community Meeting had ended so that individuals could take photos of the renderings and the Master Development Plan.
- An architectural firm, who has designed projects in the Town Center, approved by the City of Winter Springs, has been retained by the Applicant to design the proposed subject project. The proposed rendering of the subject development is attached to the Development Order in the Agenda Packet. The rendering shows the subject property was designed to address any concerns. There is articulation in the rooflines, multiple building materials are used, faux and mirrored windows are being used, roll-up bays will not be visible from outside of the subject property, a store front at the corner facing Tuskawilla Drive is being used at the corner of the subject building.
- The Master Development Plan includes the proposed drain field located in front between the subject building and Tuskawilla Drive.
- Notices regarding the proposed project were mailed to all addresses within the County's requirement.
- The front buffers are designed to meet Winter Springs' frontage road standards.
- All storage bay requirements within the Development Order are met.
- The County Code for light spillage is 0.5. The proposed project is reducing the lights spillage to 0.25.
- A rendering of an Ace Hardware Store, that was recently approved by the City of Winter Springs, was introduced for the record along with the Winter Springs staff report and public hearing agenda. That approved project is no different than the subject proposed plan.
- FS 171.046 reads a municipality may annex an enclave by Interlocal Agreement with the county having jurisdiction over the enclave. There was no Interlocal Agreement or Referendum introduced this evening.

Board discussion ensued.

Senior Assistant County Attorney Desmond Morrell stated he reviewed FS 171.046 and believed Attorney Spain did quote the Statute accurately.

Board discussion ensued.

A motion was made by Commissioner Jerman, seconded by Commissioner S. Smith to recommend to the Board of County Commissioners to adopt the Ordinance enacting a Rezone from M-1 and A-1 to Planned Development for 4.81 acres and approve the associated Development Order and Master Development Plan.

Ayes: (5) Chairman Lawhun, Vice Chairman Lopez, Commissioner Grundorf, Commissioner Jerman, and Commissioner S. Smith

Nays: (1) Commissioner Lorenz

Absent: (1) Commissioner T. Smith

CITY OF WINTER SPRINGS/SEMINOLE COUNTY INTERLOCAL AGREEMENT RELATING TO ANNEXATION OF EXISTING ENCLAVE

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of ______, 2023, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY", and the CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida, 32708, hereinafter to referred to as "WINTER SPRINGS".

WITNESSETH:

WHEREAS, the Florida Legislature, in Section 171.046(1), Florida Statutes, stated "that enclaves can create significant problems in planning, growth management, and service delivery and therefore (the Legislature) declares that it is the policy of the state to eliminate enclaves;" and

WHEREAS, Section 171.046(2), Florida Statutes provides "in order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; and

WHEREAS, Section 171.031(13)(b), Florida Statutes defines the term "enclave" to mean any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Seminole County Tax Parcel #01-21-30-501-0000-0330 consisting of approximately 4.81 acres, more or less, is currently located within unincorporated Seminole County with industrial future land use and A-1 and M-1 zoning, and is legally described in the attached <u>EXHIBIT "A,"</u> which is fully incorporated herein by this reference ("Property"); and

WHEREAS, the Property was previously developed for many years as a meat plant by Hi-Flavor Meats, Inc. and is located within an urban area, more specifically within the Winter Springs Town Center area; and

WHEREAS, WINTER SPRINGS and COUNTY have determined that tax parcel #01-21-30-501-0000-0330, is compact and contiguous on three sides (north, south and east) by real property within the jurisdictional limits of the City of Winter Springs and bounded on the west side by Tuskawilla Road, and therefore, said tax parcel is an enclave as defined in Section 171.031(13)(b), Florida Statutes; and

WHEREAS, in furtherance of the authority vested in WINTER SPRINGS and COUNTY under Section 171.046(2), Florida Statutes, and the policy expressed by the Florida Legislature to eliminate enclaves, WINTER SPRINGS and COUNTY hereby find that it is in the best interests of the citizens of Winter Springs and Seminole County to hereby expeditiously annex the Property into the municipal jurisdictional limits of the City of Winter Springs; and

WHEREAS, this agreement is authorized pursuant to the provisions of Chapters 125, 163, 166 and 171, Florida Statutes, as well as other applicable law.

NOW, THEREFORE, in consideration of the mutual promises, understandings and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

Section 2. <u>Annexation of Property</u>. Pursuant to section 171.046(2), Florida Statutes, the Property, which is legally described in <u>EXHIBIT "A,"</u> shall hereby be deemed annexed into and be a part of the jurisdictional limits of the City of Winter Springs, and shall be thereafter subject to all laws, ordinances, and regulations in force in the City of Winter Springs and shall be entitled to the same privileges and benefits as other parts of the City of Winter Springs.

Section 3. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

COUNTY

County Manager Seminole County Services Building 1101 East First Street Sanford, Florida 32771

WINTER SPRINGS

City Manager City of Winter Springs 1126 East State Road 434 Winter Springs, Florida 32708

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 4. Defend and Hold Harmless.

(a) If any suit or other legal proceeding is brought against WINTER SPRINGS and/or COUNTY by a third party seeking to challenge the adoption, validity and/or enforcement of this Agreement by WINTER SPRINGS and COUNTY, WINTER SPRINGS agrees to defend the adoption, validity and enforcement of this Agreement at WINTER SPRINGS' expense, including attorney's fees and other costs of defense, and hold harmless the COUNTY. The COUNTY will cooperate with and provide nonfinancial support to WINTER SPRINGS in such defense.

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

Section 5. <u>Severability</u>. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, said determination shall not, in any way, affect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or enforceability shall preclude the continuing effect of this Agreement if the annexation of Property is prohibited by a court in all respects under the terms and conditions of this Agreement.

Section 6. Binding Agreement; Entire Agreement.

(a) Each party represents and warrants to the other party that: (1) such party has the power and authority to execute and deliver this Agreement and perform the obligations hereunder; (2) this Agreement has been duly and validly authorized, executed and delivered by its governing body and is a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 7. <u>Recordation; Effective Date</u>. Upon approval and execution of this Agreement by both parties, WINTER SPRINGS shall record this Agreement in the Public Land Records of Seminole County, Florida. Upon recordation, this Agreement shall take effect.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

CITY OF WINTER SPRINGS

Christian Gowan, City Clerk

By:_____ Kevin McCann, Mayor

Date:

For use and reliance of the City of Winter Springs, Florida only. Approved as to legal form and legal sufficiency.

Anthony A. Garganese, City Attorney

As authorized for execution by the City Commission of Winter Springs In their _____, 2023 regular Meeting.

ATTEST:

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

By:_____

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

Seminole County Attorney

Date:_____

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

meeting.

As authorized for execution by the Board of County Commissioners in their _____, 2023 regular meeting.

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXED PROPERTY

Book 9847 Page 744 Instrument# 2021021141

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EXHIBIT "A"

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The land referred to herein below is situated in the County of Seminole, State of Florida, and is described as follows:

PARCEL 1:

BEGINNING 105 FEET SOUTH AND 10 FEET WEST OF NORTH WEST CORNER OF LOT 19 OF TUSKAWILLA, AS RECORDED IN PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID POINT OF BEGINNING BEING IN CENTER OF OLD LAKE JESSUP ORLANDO RAILROAD GRADE, THENCE RUN SOUTH ALONG SAID CENTER OF GRADE 375 FEET TO A POINT 10 FEET WEST OF SOUTH WEST CORNER OF LOT 36 OF SAID PLAT; THENCE EAST ALONG SOUTH LINE OF LOTS 36 AND 33, 460 FEET. THENCE NORTH 375 FEET, WEST 460 FEET TO BEGINNING, BEING LOTS 33 AND 36, AND SOUTH 1/2 OF LOTS 18 AND 19, AND 30 FOOT STREET ON EAST AND 60 FOOT STREET BETWEEN SAID LOTS.

PARCEL 2:

THAT PORTION OF LOT 37, OF TUSKAWILLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LOCATED EASTERLY OF THE EAST RIGHT OF WAY LINE OF THE TUSKAWILLA-GOLDENROD ROAD.

PARCEL 3:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH ½ OF LOT 19, TUSKAWILLA SUBDIVISION (BEING A PART OF THE D. R. MITCHELL SURVEY OF LEVY GRANT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN NORTH 03°27'15" EAST, ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 80.28 FEET; THENCE RUN NORTH 14°00'00" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN SOUTH 74°03'16" EAST, A DISTANCE OF 244.41 FEET; THENCE RUN SOUTH 12°04'27" WEST, A DISTANCE OF 33.21 FEET, TO THE SOUTH LINE OF SAID NORTH ½; THENCE RUN NORTH 78°14'30" WEST, A DISTANCE OF 235.00 FEET, TO THE POINT OF BEGINNING.





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-434

Title:

Seminole County Code, Animal and Fowl - Approve and Authorize Changes to Chapter 20, Seminole County Code, Animal and Fowl - Standards of Care Certificate, Countywide, **(Alan Harris, Chief Administrator)**

Division:

County Manager Office - Emergency Management

Authorized By:

Alan S. Harris

Contact/Phone Number:

407-665-5017

Motion/Recommendation:

Staff recommends motion to authorize Chairman to sign Resolution adopting changes to Seminole County Code 20 - Animal and Fowl.

Background:

Seminole County Animal Services currently requires a Kennel License for housing, boarding, training, and related overnight operations where multiple animals are kept. The 'Kennel License' conflicts with language inside the Land Development Code. Staff wishes to rename 'Kennel License' to 'Standards of Care Certificate' to eliminate any confusion in business license and language in the Land Development Code.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute Resolution adopting changes to Seminole County Code 20, Animal and Fowl - adding Standards of Care Certificate.

SEMINOLE COUNTY, FLORIDA

- AN ORDINANCE AMENDING CHAPTER 20 (ANIMALS AND FOWL) OF 2 THE SEMINOLE COUNTY CODE; AMENDING SECTION 20.01 (DEFINITIONS): AMENDING SECTION 20.11 (FUNCTION OF SPECIAL 4 MAGISTRATE); AMENDING CHAPTER 20 ARTICLE III (KENNELS); REPEALING **SECTION** 20.77 (NONCOMMERCIAL **KENNELS**): 6 AMENDING SECTION 20.81 (APPLICABILITY); AMENDING SECTION 20.83 (STANDARDS FOR CARE); AND AMENDING SECTION 20.136 8 (VIOLATIONS); PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING 10 AN EFFECTIVE DATE.
- WHEREAS, pursuant to Article VIII, Section (1)(g) of the Florida Constitution and Section 125.01, Florida Statutes, the Board of County Commissioners of Seminole County has
 broad home rule powers to carry out county government; including the power to adopt ordinances to provide for the common good; and
- ¹⁶ WHEREAS, Seminole County Ordinance No. 74-8 established comprehensive animal control and protection in Seminole County, which included the creation of the Animal Control
- 18 Board and outlined the regulation of animal treatment, management, and licensing; and

WHEREAS, in order to preserve the public peace and good order, and to safeguard the

- health, safety, and general welfare of the community and citizens of Seminole County, it is necessary and advisable to amend Chapter 20 (Animals and Fowl) of the Seminole County Code;
- 22 and

WHEREAS, the Seminole County Standards of Care Certificate is being created to replace

the Seminole County Animal Services Commercial Kennel License; and

WHEREAS, the Seminole County Standards of Care Certificate more will effectively promote the goal of advancing animal welfare; and WHEREAS, multiple sections of Chapter 20 must be amended to achieve conformity in

²⁸ implementing the Seminole County Standards of Care Certificate; and

WHEREAS, substantive amendments as well as technical amendments to those sections

30 of Chapter 20 affected by the replacement must be made to achieve consistency; and

WHEREAS, Article II, Section 2.2(D) of the Seminole County Home Rule Charter
requires an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County, and such

- Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance unless waived by a majority plus one vote of the
- ³⁶ entire Board of County Commissioners.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY 38 COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings
 of the Seminole County Board of County Commissioners supporting the need for this Ordinance.
 Section 2. Chapter 20 (Animals and Fowl) of the Seminole County Code is hereby
 amended to read as follows:

Chapter 20

ANIMALS	AND FOWL
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PART 1. ANIMAL CONTROL

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ARTICLE I. IN GENERAL

Sec. 20.01. Definitions. The following definitions apply to this Part:

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Boarding. Housing dogs or cats for one or more overnight periods when provided as a
 service for payment by any business or sole proprietorship, including overnight housing services
 connected to exercising and training dogs and cats. This does not include animal hospitals or
 veterinary clinics providing overnight housing for dogs and cats to recover from medical

procedures or any other temporary day time housing service that does not include one or more

54 <u>overnight periods.</u>

* * *

- 56 *Commercial kennel:* Any premises or structure of a business, breeder, or animal rescue organization used for housing, boarding, buying, selling, re-homing, or adopting of dogs and cats.
- 58 This term does not include animal hospitals or beauty parlors unconnected with boarding.

* * *

60 *Kennel License*: A license issued by the Animal Services Department to residences or entities engaged in Hobby Breeding, housing rescue animals, or maintaining dogs or cats that 62 exceed the maximum threshold established in Section 20.83(i) of this Code, for the purpose of requiring annual inspections by Animal Services staff of such residences or entities to ensure

64 quality standards of care for animals under Section 20.83.

- * * *
- 66 Noncommercial kennel: Any premises or structure used to house dogs or cats of a hobby breeder other than inside one's home, and that is on the same property where the hobby breeder 68 resides. This term includes premises that exceed the maximum threshold for dogs and cats in Section 20.83(i).

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Standards of Care Certificate. A certificate issued annually by the Animal Services
Division to persons or entities engaged in activities defined in Section 20.71 of this Code for the purpose of requiring annual inspections by Animal Services staff of specified premises to ensure

74 <u>quality standards of care for animals under Section 20.83.</u>

* * *

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Sec. 20.11. Function of Special Magistrate.

(a) The Special Magistrate has the authority to hear appeals on dangerous dog
 determinations in accordance with Section 20.24 and Section 20.27 of this Code.

(b) The Special Magistrate has the authority to hear and determine appeals by any person firm, or corporation aggrieved by the issuance or denial of a license certificate or permit by the Animal Control Official. All decisions of the Special Magistrate on any such appeal will be final, subject only to review by a court of competent jurisdiction upon petition by the applicant.

* * *

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ARTICLE III. KENNELS STANDARDS OF CARE CERTIFICATE

Sec. 20.71. <u>Commercial license Standards of Care Certificate</u> required. It is unlawful for any person owning or operating a commercial kennel within the County to fail to register such kennel with the Animal Control Official and obtain a license.

- (a) It is unlawful for any person or entity except as provided below to fail to obtain a
 Standards of Care certificate prior to engaging in any of the following activities in Seminole
 County:
- <u>Buying, selling, re-homing, or adopting of dogs and cats, whether as a for-</u>
 profit or not-for-profit enterprise, including operating an animal rescue organization or shelter;
 - (2) Boarding dogs or cats as defined in Section 20.01;

- 94 (3) Operating or managing an animal-based business accepting payment for providing or offering any of the following services for dogs or cats: housing, boarding, buying,
- ⁹⁶ <u>selling, re-homing, or adopting of dogs and cats;</u>
 - (4) Hobby breeding as defined in Section 20.01; or

- 98
- (5) Exceeding the animal limits per residence as defined in Section 20.83(i):
- (b) Exemptions. The following entities are exempt from the Standards of Care
- 100 <u>Certificate requirement:</u>
 - (1) Animal hospitals that do not provide or offer boarding;

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- (2) <u>Animal training facilities that do not provide or offer boarding; and</u>
 - (3) Grooming facilities that do not provide or offer boarding.
- 104 Sec. 20.72. Cost of license certificate; issuance generally.
 - (a) Licenses for commercial kennels-<u>Standards of Care Certificates</u> shall be issued after
- 106 <u>completion of an application and payment of such-license certificate</u> fee as shall be established by duly adopted resolution of the Board of County Commissioners. If the-license certificate is not
- secured within <u>sixty (60)</u> days after the kennel becomes subject to these licensing provisions of engaging in an activity regulated by Section 20.71, or within <u>sixty (60)</u> days after the expiration
- date of the prior licensing period, such penalty fee as shall be established by duly adopted resolution of the Board of County Commissioners shall be added to the cost of the license
 certificate.
- (b) The fee for any-<u>license certificate</u> issued to a <u>kennel certificate holder who</u> first becoming becomes subject to the <u>licensing certificate</u> provisions after March 31st of any calendar year shall be one-half of the full fee for that year.

(c) If a license certificate is lost or damaged, the kennel certificate holder may secure a duplicate by making payment of such fee as shall be established by duly adopted resolution of
 the Board of County Commissioners.

(d) Unless approved by the Animal Control Official, no refunds for Standards of Care 120 Certificates shall be issued.

Sec. 20.73. Duration of license certificate. A license for commercial kennels <u>Standards</u>
 of <u>Care Certificate</u> shall be issued for each fiscal year beginning October<u>first</u> <u>1st</u> and ending
 September<u>thirtieth</u> 30th upon a payment of the proper fee.

- 124 Sec. 20.74. Contents of license certificate. All-licenses for commercial kennels Standards of Care Certificates shall have a number and show their expiration date.
- Sec. 20.75. Display and inspection of license certificate. The license certificate required by this Part shall be prominently displayed in <u>at</u> the kennel's premises location where the regulated
 activity occurs and be readily available for public inspection.

Sec. 20.76. Care of animals in licensed kennel.

- (a) Every person-owning and operating a commercial kennel or entity holding a
 <u>Standards of Care Certificate or engaging in activities regulated by Section 20.71</u> within the
 County shall properly feed and care for all animals in their custody.
- (b) The premises of such kennel at which the regulated activity occurs will be periodically inspected during reasonable business hours by the Animal Control Official, who will issue a notice of violation if upon observing any kennel is found in violation of any requirement
- of this Part<u>during the inspection</u>. Such premises will be reinspected within three<u>business</u> days after issuance of such notice of violation.

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- (b)-(c) The failure to correct such violation after notice is unlawful and the Animal Control 138 Official is authorized to close the kennel issue citations, revoke kennel owner's license the Standards of Care Certificate, file a complaint with the State Attorney's Office or take any 140 combination of these actions in addition to any other remedy provided by law. No new-license certificate will be issued to the owners of the kennel certificate holder for a period of three (3) 142 years, unless found not guilty on all charges filed by the State Attorney or the kennel owner's restriction certificate holder is waived granted a waiver by the Animal Control Official upon a 144 showing of rehabilitation by the applicant certificate holder. The Animal Control Official may place such conditions on the issuance of such a license certificate holder as he or she deems 146 necessary to protect the public interest and welfare of animals. When neglect of animals or failure to feed and care for animals causes any animal(s) 148 (d)
- located at the premises at which the regulated activity occurs to require veterinary care or causes
- 150 loss of life of any animal(s), the Standards of Care Certificate may be rescinded or revoked.
- (e) The Standards of Care Certificate shall be revoked if a certificate holder, or
 representative of the certificate holder, refuses to allow inspection of any premises or structures where the activity regulated by the certificate occurs.
- 154 (f) The Standards of Care Certificate shall be revoked if a certificate holder does not allow an inspection of the premises at which the regulated activity occurs within forty-eight (48)
- hours of receiving notification that the Animal Control Official has received a reliable report from an identified source that animal cruelty or neglect is occurring at the premises at which the
- 158 <u>regulated activity occurs.</u>

Sec. 20.77. Noncommercial kennels. It shall be unlawful for the owner or operator of
 any noncommercial kennel to allow said kennel to become a nuisance or to emit such offensive
 odors or noises as shall disrupt the comfort, peace, quiet or repose of any person residing in the
 vicinity of said kennel.

Secs. <u>20.78</u> <u>20.77</u>—20.80. Reserved.

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ARTICLE IV. CARE AND HOUSING OF ANIMALS

Sec. 20.81. Applicability. Every person, within the County of Seminole, who owns any animal or who owns, conducts, manages or operates any animal establishment for which a-license certificate is required by the Part, shall comply with the following Sections, if applicable.

168

Sec. 20.82. Housing

(a) Housing facilities for animals shall be structurally sound and shall be maintained
 in good repair, to protect the animals from injury, to contain, and to restrict the entrance of other animals.

(b) Any bedding utilized shall be clean and dry. All animal rooms, cages, <u>kennels</u>
 <u>enclosures</u>, shipping containers, and runs shall be of sufficient size to provide adequate and proper
 accommodations and protection from the weather for the animals kept within.

(c) Cages. All cages, __are to be constructed of a nonabsorbent porous material. All
cages, except bird cages, shall have floors of either solid construction or woven or wire mesh
construction or any combination thereof. Cages having woven or wire mesh floors may be used to
confine animals provided that the spaces between the wire mesh or weave are smaller than the
pads of the feet of the animals confined therein. Cages having wire construction shall be
constructed of wire which is of sufficient thickness so as to preclude injury to the animals confined
therein. Cages shall be of sufficient height to permit every animal confined therein to stand, turn

- and to lie down flat. No cages shall be enclosed entirely by solid walls. Stacked cages shall have solid floors.
- (d) Separation of animals by Species. Animals, except fish, of different species may not be confined or displayed in the same cage. All animals which are natural enemies, temperamentally unsuited, or otherwise incompatible shall not be quartered together or so near each other as to cause injury, fear or torment. If two (2) or more animals are so trained or inclined by nature that they can be placed together and do not attack each other or perform or attempt any hostile act to the others, such animals shall be deemed not to be natural enemies and shall not be required to be kept in separate runs or accommodations or otherwise segregated.

(e) Ventilation and Lighting. All areas in which animals are confined shall be
 connected to an outside ventilating system or some other appropriate means of ventilation and air filtration shall be provided. The area shall be illuminated during the daylight hours but not directly
 into cages.

(f) Whenever an animal is left unattended at a commercial animal facility, the name
 and telephone number of the responsible person shall be posted in a conspicuous place at the front
 of the property, visible from outside the facility.

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Sec. 20.83. Standards for care.

(a) Every-licensed facility certificate holder shall keep a permanent record of the deaths
 of any warm-blooded animals, excluding rodents, under its control. Such record must state species of the deceased animal and the date and the cause of death, if known. These records must be open
 to inspection by the Animal Control Official.

(b) Disease or illness. Any animal which exhibits symptoms of disease or illness must
 ²⁰⁴ be separated to the greatest extent possible from other healthy animals. No animal that is known

to have, or may reasonably be suspected of having, a disease contagious or communicable to humans may be exposed to or offered for sale to the public.

(c) Drinking Water. Fresh water must be continuously available to all animals and
 replaced whenever necessary during each day, including Sundays and Holidays.

(d) Feeding. All animals requiring the daily intake of food must be fed at least once
 every 24-hour period, including Sundays and Holidays. The type of food provided must be appropriate for each particular species and must be of sufficient nutritive content for the health and

well-being of the species.

(e) Sanitation. All areas of confinement, display and sales and storage areas must be
 maintained in a healthful and sanitary condition. These areas must be cleaned and disinfected
 regularly as conditions warrant. Feed and water dishes must be emptied and cleaned at least once
 daily, including Sundays and Holidays.

(f) Treatment. All animals exhibiting symptoms of illness or disease must be treated
 ²¹⁸ by a licensed veterinarian. If required, diseased animals must be euthanized in a humane manner
 under the supervision of a licensed veterinarian or Animal Control Official.

(g) No animal may be transported by private or public means in an open vehicle, unless housed in a container designed for that purpose including provisions for adequate ventilation and food and water. The container must have an open grill at one end, have a solid top and bottom, and have a minimum of fifteen percent (15%) of the total accumulated side and end area incorporate
an open grill for air circulation.

(h) Every-licensed facility certificate holder shall keep on record a medical statement
 from or notation of consultation with a licensed veterinarian, if for any reason an animal in its care
 would need to be exempted from any requirement of this Section.

- (i) In all non-agriculturally zoned districts outside the rural boundary, dogs are limited to no more than six (6) per residence and cats are limited to no more than eight (8) per residence.
 A-Kennel License Standards of Care Certificate is required for any household that exceeds this threshold.
- (j) Pet owners and Community Cat Caregivers are prohibited from leaving pet food and food bowls unattended or during hours of darkness for pets or Community Cats, unless kept
 in a secured-enclosed kennel enclosure with a roof or in cases where food is placed inside a trap in an effort to capture an animal. Pet owners and Community Cat Caregivers must make every effort
 to minimize the impact on local wildlife, which includes, but is not limited to, storing pet food in a secure area that does not attract local wildlife. Pet owners and Community Cat Caregivers who
 reside in area that is a designated Urban Bear Management Area, as defined in Chapter 258 of this
- Code, must store pet food in a Secured Structure or in a Residential Bear Resistant Refuse 240 Container. Measures must be taken to mitigate problems with other residents including, but not
- limited to, discarding food that is left over to prevent it from becoming rancid and attracting pests.
- Feeding areas must be kept free of debris. If feeding is being conducted on another's property, consent must be obtained from the property owner.
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Sec. 20.136. Violations; issuance of citations; mandatory court appearance.

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(a) Noncriminal infractions of the Animal Control Ordinance for which citations may be issued include but are not limited to:

- (1) Unlawful interference with any Animal Control Official or his or her employee in the performance of their duties. (Section 20.10, SCC)
- 250 (2) Animals at large. (Section 20.17, SCC)

(3)Animals that defecate on private or public property. (Section 20.18, SCC)

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Animals that repeatedly or excessively bark, cry, howl, whine, or cause other (4) objectionable noises which disturb the comfort, peace, quiet or repose of any person residing in the vicinity excluding property classified as Agricultural by the Seminole County Property 254 Appraiser or noises from a commercial kennel building. (Section 20.19, SCC)

(5)Animals that damage or destroy property; or injure a person or animal. (Section 256 20.20, SCC)

(6)Offensive odors from animal or the premises that extend beyond the property line 258 upon which the animal is maintained which disturb the comfort, peace or repose of any reasonable person residing in the vicinity, excluding odors caused by livestock animals in properties zoned 260 for agricultural purposes. (Section 20.21, SCC)

(7)Failure to confine any dangerous dog. (Section 20.23, SCC) 262

Failure to comply with Dangerous Dog Certificate of Registration requirements. (8)(Section 20.28, SCC) 264

(9)Failure to comply with Aggressive Dog certificate requirements. (Section 20.31(d), SCC) 266

> (10)Failure to have rabies-susceptible animal vaccinated. (Section 20.51, SCC)

- (11)Failure to impound rabies-susceptible animal suspected of having rabies or placing 268 the animal in custody of a licensed veterinarian. (Section 20.58, SCC)
- (12)Failure to register kennel with obtain a Standards of Care Certificate from the 270 Animal Control Official and obtain a license prior to or within sixty (60) days of engaging in an activity regulated by Section 20.71. (Section 20.71, SCC) 272

(13)Improper disposition of dead animals. (Section 20.36, SCC) (14) Prohibited retail sale of dogs and cats in public places. (Section 20.183, SCC)

- (15) Prohibited retail sale of dogs and cats in a pet shop. (Section 20.182, SCC)
- (16) Prohibited inhumane treatment of wild or exotic animals on display. (Section 20.16(b), SCC)
- 278

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(17) Prohibited Backyard Breeding. (Section 20.185, SCC)

(18) Failure of a Standards of Care Certificate holder to properly feed and care for all

animals located at the premises at which a regulated activity occurs. (Section 20.76, SCC)

(19) The foregoing violations endeavor to include all noncriminal infractions currently
 contained in Chapter 20, Seminole County Code (Animal Control Ordinance), but do not purport to be all inclusive. Any noncriminal infraction subsequently included in Chapter 20, Seminole
 County Code, or its successor may be enforced by enforcement officers or any law enforcement officer and they are authorized to issue citations for violations of subsequently included noncriminal infractions without further amendment to this Part.

* * *

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Sec. 20.182. Retail sale of dogs and cats.

(a) An adoption-based business model shall be required for the retail sale of dogs or
 cats at a pet shop whereby all dogs or cats will be sourced from stray and unwanted pets that have
 been taken in by an animal shelter or animal rescue organization. It also means that pets purchased
 directly from a commercial breeder or indirectly through some other intermediary such as a broker
 or wholesaler may not be offered for sale.

- (b) No pet shop shall offer dogs or cats in Seminole County, unless the dog or cat was obtained from:
- 296

(1) An animal shelter;

(2) An animal rescue organization.

(c) This adoption-based business model for the retail sale of dogs or cats in the County applies to any pet shops opened, transferred, assigned, or sold by owners of existing pet shops after
 the effective date of the Ordinance.

(d) An official certificate of veterinary inspection must accompany the sale of any cat
 or dog transported into the state, in compliance with Section 828.29(3), Florida Statutes (2021), as
 this statute may be amended from time to time.

(e) Pet shops shall post and maintain a certificate of source, as defined in Part 1, on
 each animal's cage, kennel, or enclosure, within clear view, and shall provide a copy of the
 certificate to the purchaser or transferee of any such dog or cat sold or transferred.

(f) Pet shops shall maintain records, stating the name, address, telephone number and
email of the animal shelter or animal rescue organization from which each dog or cat was acquired for three (3) years following the date of acquisition or in accordance with the required relation
time set forth by business standards and practices governing the particular commercial establishment and record, whichever is greater, and maintain a copy of the record for the previous
year subject to inspection by the County's animal control officers or any other County officials charged with enforcing the provisions of this Section.

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* *

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance

324 are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this

328 _____ day of _____, 20___.

ATTEST:

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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-435

Title:

** **Not a Public Hearing Item** ** Approve and authorize the Chairman to sign the Resolution adjusting changes to Seminole County Administrative Code 20.5 Animal Services Program, Countywide, **(Alan Harris, Chief Administrator)**

Division:

County Manager Office - Animal Services

Authorized By:

Alan S. Harris

Contact/Phone Number:

407-665-5017

Background:

Changes to Seminole County Administrative Code will eliminate confusion between the Administrative Code and Land Development Code - related to Kennel License. This will rename the 'Kennel License', as 'Standards of Care Certificate' - which more closely aligns the activity. In addition, changes will add a fee for owner surrenders at Seminole County Animal Services.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to sign resolution adopting changes to the Seminole County Administrative Code 20.5 Animal Services Program.

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY CHANGING THE PROVISIONS OF THE ANNUAL COMMERCIAL KENNEL LICENSE IN SECTION 20.5 (ANIMAL SERVICES PROGRAM); ESTABLISHING FEES FOR CERTAIN CERTIFICATES; ESTABLISHING OWNER SURRENDER FEES; ELIMINATING INCREASED REDEMPTION FEES IN CERTAIN CIRCUMSTANCES; EDITING LANGUAGE FOR CLARITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County

Administrative Code; and

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

Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time

to time to reflect changes in the administration of County government; and

WHEREAS, to emphasize animal welfare the Commercial Kennel License provisions of

the Seminole County Code are being replaced with provisions implementing the Standards of Care

Certificate; and

WHEREAS, the fee for the Commercial Kennel License is being replaced by a fee for the

Standards of Care Certificate; and

WHEREAS, the fee is defined in the License Fees Subsection of Subsection 20.5; and

WHEREAS, the fee name shall be updated to Standards of Care Certificate fee and modified to reflect the operation of the new Seminole County Code provisions governing the Standards of Care Certificate; and WHEREAS, owner surrender fees are to be established to partially defray the cost of care for animals voluntarily surrendered by their owners; and

WHEREAS, increased redemption fees for livestock based on time of impoundment are to be eliminated.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of

Seminole County, Florida that:

Section 1. Section 20.5 of the Seminole County Administrative Code is hereby amended by replacing it in its entirety with the amendment attached to and made a part of this Resolution as Exhibit A.

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

ADOPTED this ______ day of _____, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:___

AMY LOCKHART, Chairman

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

Date:_____

Attachment: Exhibit A: Section 20.5

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SEMINOLE COUNTY ADMINISTRATIVE CODE

SECTION 20. FEE RESOLUTIONS

20.5 ANIMAL SERVICES PROGRAM

A. PURPOSE. To establish fees for adoption, redemption, impoundment, and such other services as necessary to carry out the duties and responsibilities of the Animal Services program.

B. SERVICES.

(1) Provides a Domestic Animal Sterilization Program for <u>all adopted</u> cats and dogs via clinics, mobile services, or vouchers with contracted veterinarians <u>or County</u> <u>veterinarian</u> located within Seminole County. Program covers County-owned animals <u>and</u> <u>animals owned by the general public available for adoption</u>.

(2) Provides use of nuisance animal traps for domestic cats and dogs to County residents at no charge. All confined cats or dogs should be turned over to the County's shelter. Residents returning damaged traps that must be replaced by the County shall be charged a replacement fee of \$75.00 per cat trap and \$250.00 per dog trap.

(3) Provides microchip identification for animals adopted from the shelter as part of the adoption fee, and also microchip implantation of owned animals for a service fee of \$10.00. These combined efforts facilitate reuniting any of these pets with their owners should they become lost, thus reducing euthanasia rates.

(4) Provides adoption services to the general public and animal transfers to non-profit rescue groups under contract with Seminole County or law enforcement agencies for all animals owned by the County.

(5) The Animal Services-Manager Administrator or designee reserves the right to decline to provide shelter services, such as the adoption or transfer of any County-owned animals, to any individual or group who has either surrendered owned animals to the shelter more than twice within any given year, has failed to make payment for any services previously rendered by the County such as impound or board, has failed to pay or contest citations issued to them for possible violations of County Code, or has been convicted of any crime involving animals.

C. LICENSE ADMINISTRATIVE FEES.

(1)	Rabies Vaccination fee	\$ 10.00
(2)	Annual Commercial Kennel License Standards of Care	
	Certificate fee for commercial/business/for-profit	150.00
(3)	Annual Commercial Kennel License Standards of Care	
	Certificate fee (includes licensing for up to 5 kennel dogs)	
	for non-profit animal rescues and residential	150.00 - <u>15.00</u>
	(a) Additional kennel dogs	5.00

(4) Late fee for failure to renew annual Commercial Kennel License Standards of Care Certificate fee First month 25.00 (a) Additional late fee, second month 50.00 (b) Additional late fee, third and each succeeding (C) month 75.00 (5) Duplicate-Kennel License Standards of Care Certificate for lost or damaged-license Certificate 5.00 Certificate of Registration for Dangerous Dog Annual Fee 300.00 (6) Certificate of Registration for Aggressive Dog (7) (a) First two (2) years 150.00 (b) Annual Renewal Fee, if applicable 75.00 (8) Owner Surrender Fee, per dog (a) One (1) to three (3) dogs 15.00 Four (4) dogs or more (b) 50.00

D. WAIVER. The Animal Services <u>Manager Administrator</u> or designee may waive any citations, fees or costs (in part or in full) that may be assessed to residents by the Division when such action is necessary in order to increase the number of animal adoptions and to reduce the County's euthanasia rate. In addition, the Animal Services <u>Manager Administrator</u> may waive any citation issued for violations of the County's codes only when those citations have been issued in error or when any assessed citation fee would affect the redemption of the animal(s) involved with same.

E. REDEMPTION FEES.

(2)

(1)	Redemption of a dog, cat or other like-size animals:
-----	--

	(a) (b)				
)	Reder like-siz	estock* (horse, cow, swine, goat or			
	(a)	working hou	and impounded during normal urs Monday through Saturday - 5:00 p.m.):		
	(i) <u>(a)</u> (ii) <u>(b)</u>		ent-<u>Impoundment</u>fee, each animal oard, per day	75.00 20.00	
	(b)		and impounded outside normal ars including Sunday and Holidays:		
		V	oundment fee, each animal t ional board, per day	100.00 20.00	

SEMINOLE COUNTY ADMINISTRATIVE CODE

* It is the owner's responsibility to provide safe and adequate transportation for redemption of livestock. Under no circumstances will Animal Services personnel provide transportation for redeemed livestock.

F. ADOPTION FEES.

			Fees may include microchip, vaccines, worm testing and sterilization.	
		(a) (b)	requires sterilization (male or female) existing sterilization (male or female)	80.00 20.00
	(2)		Fees may include microchip, vaccines, leukemia testing and sterilization.	
		(a) (b)	requires sterilization (male or female) existing sterilization (male or female)	60.00 10.00
	(3)	Lives	tock:	
		(a) (b)	weighing under 350 pounds weighing 350 pounds or more	35.00 125.00
	(4)	Small	animals/livestock (i.e. rabbit, gerbils, etc)	5.00
	(5)	must	als Program: Qualifying Seminole County residents be present to adopt a pet of their choice as an dual owner (not on behalf of a business):	\$5.00
		(a)	residents with disabilities or their family caretaker;	

- (b) residents 65 years of age or older;
- (c) residents who are active duty military; or
- (d) residents who are military veterans.

This program provides adoptions for a one-time reduced fee.

The reduced fee includes the costs of adoption, spaying or neutering, required vaccinations and an implanted microchip for identification.

This opportunity is limited to a one (1) time pet adoption per household, and requires government issued photo identification to verify residency. An exception may be made by the Animal Services-Manager Administrator or designee in the event that any pet adopted under this program has become deceased.

G. DISPOSAL FEES.

- (1) Euthanasia/Disposal Fees (excludes livestock):
 - (a) private domestic

(i)	euthanasia	15.00

(ii) disposal 10.00

(b) commercial

(i)	euthanasia	30.00
(ii)	disposal	10.00

H. COLLECTED FEES. All fees collected are to be deposited in the General Fund to help offset the operations of Animal Services.

I. AUTHORITY. Resolution 2005-R-14 adopted January 25, 2005 Resolution 2014-R-182 adopted September 23, 2014 Resolution 2016-R-40 adopted March 8, 2016 Resolution 2017-R-24 adopted February 28, 2017 Resolution 2018-R-127 adopted September 25, 2018 Resolution 2022-R-87 adopted June 28, 2022 <u>Resolution 2023-R- adopted</u>



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2023-535

Title:

Public Hearing to enact Resolution confirming the non-ad valorem capital assessment for the Little Lake Howell/ Lake Tuskawilla Lake Management MSBU as per Phase I completion and actual cost for Phase I restoration services. District 2 Zembower (Michael A. Eason Jr, MSBU Program Manager)

Authorized By:

Lorie Bailey-Brown, CFO, Resource Management Director

Division:

Resource Management - MSBU

Contact/Phone Number:

Michael A. Eason Jr, Program Manager (407) 665-7164

Motion/Recommendation:

The Board approve and authorize the Chairman to execute a Resolution confirming the non-ad valorem capital assessment for Little Lake Howell/Lake Tuskawilla Lake Management MSBU for Phase I restoration and start-up costs.

Background:

The required petitioning process coordinated by the MSBU Program demonstrated a 75% response in favor of the BCC creating the requested MSBU. An Interlocal Agreement between the City of Winter Springs and the Seminole County Board of County Commissioners was created to establish service coordination and authority for the Seminole County BCC to levy assessment for services cost against the specially benefited properties that are located within the City of Winter Springs taxing district. The assessment boundary of the MSBU consists of 48 assessable waterfront properties. The assessment allocation is based on one benefit unit per waterfront property.

Creation of the MSBU includes approval of essential public services that will be conducted in three phases as directed by the County and funded through a combination of Public Works Department budgeted funds in FY2021 and non-ad valorem assessments levied against specially benefited property. County resources are required in support of the MSBU administration and for determining and managing the lake management services. The assessment calculation for each phase of service includes coverage of MSBU Program administration fees and interest. The cost for monitoring conditions and managing services will be funded by the General Fund utilizing Watershed Management Division budgeted resources unless otherwise directed by the Board.

Phase I services are identified as initial restoration activities that were completed in October 2022 at a cost of \$40,334, which was lower than the estimated \$59,500. The initial funding sources for Phase I services include a General Fund contribution of \$17,500 [Public Works Department budget]. The funds advanced from the County's MSBU Program will be repaid via a one-time non-ad valorem capital assessment levy (inclusive of administration fees and interest) that provides a 5-year repayment period with installment payments collected by the Seminole County Tax Collector via annual property tax bills. Installment billing will begin tax year 2023, with the finalized preliminary capital assessment per benefit unit being \$476 which is lower than the initial forecast of \$875.

The Public Hearing was noticed on May 3, 2023, as a published notice and via written correspondence to the owners of the property included in the assessment boundary set forth in Ordinance 2021-2.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution confirming the non-ad valorem capital assessment for Little Lake Howell/ Lake Tuskawilla Lake Management services MSBU for Phase I restoration and start-up costs.

RESOLUTION of the

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY:

FORMALIZING THE FINAL RATE OF ASSESSMENT BASED ON ACTUAL COSTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County, created the Little Lake Howell/Tuskawilla Lake Lake Management Services Municipal Service Benefit Unit (Ordinance 2021-2); and

WHEREAS, the Phase I improvement has been completed and \$28,170 of the total cost of restoration shall be funded by non-ad valorem capital assessment financed by Seminole County; and

WHEREAS, the Board of County Commissioners has held a public hearing to consider concerns of any of the property owners and to make any adjustment it deems necessary to insure proportional assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, that it is hereby determined that the benefits derived from said improvements specially benefit property described in Ordinance Number 2021-2, Seminole County, Florida, entitled Little Lake Howell/Tuskawilla Lake Lake Management Services Municipal Service Benefit Unit.

BE IT FURTHER RESOLVED, that the respective assessment amount hereinafter set at the per parcel amount as detailed in Exhibits A and B are hereby assessed against the various parcels listed in Exhibit B, all situated in Seminole County, Florida and specially benefiting from said improvement. **BE IT FURTHER RESOLVED,** that said assessment (same as principal amount) may be paid in full to the Clerk of the Board of County Commissioners within thirty (30) days of recording this Resolution in the Official Records of Seminole County, Florida, maintained by the Clerk of the Circuit Court; otherwise, the assessments, as set forth above and in Exhibits A and B, along with all commissions, fees, and interest accruing under the Municipal Services Benefit Unit General Fund shall be divided into five (5) equal installments per parcel as listed in Exhibit B which shall be collected by the uniform method adopted by the Board of County Commissioners of Seminole County, pursuant to Section 197.3632, Florida Statutes. The assessment installments will commence with tax year 2023.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be recorded in the Official Records of Seminole County, Florida.

ADOPTED this	day of	XX	, 2023.		
		B	OARD OF CO	UNTY COMMI	SSIONERS
ATTEST:		SI	EMINOLE CO	UNTY, FLORIE	DA

	By:
GRANT MALOY	AMY LOCKHART, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida.	Date:

Attachments: Exhibit A – Project Cost Exhibit B – Assessment Boundaries

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EXHIBIT A

Cost & Funding

The actual total project cost and funding sources for Phase I Restoration Services authorized by the Little Lake Howell-Tuskawilla Lake Restoration and Lake Management Services Municipal Services Benefit Unit Ordinance is as noted below:

Contracted Services - Restoration	\$40,334.00
MSBU Administration &Interest*	\$ 5336.00
Watershed Management Division Contribution	(\$ 17,500) *
Balance Funded by Non-Ad Valorem Assessment	<i>\$</i> 28,170.00

*County Funding; General Fund

Capital Assessment Matrix

Base Components: Residential Waterfront \$476.00

	Capital Assessment	Installment (5-years)
Residential Waterfront	\$476.00	\$118.00

The parcels included in the assessment boundary as defined and adopted in the Little Lake Howell-Tuskawilla Lake Restoration and Lake Management Services Municipal Services Benefit Unit Ordinance [2021-2] are listed in Exhibit B along with the assessment assignment established per the above assessment matrix.

* MSBU Administration & Interest = \$5,336.00

EXHIBIT B PHASE I CAPITAL ASSSESSMENT

PARCEL IDENTIFICATION	BENEFIT UNIT [BU]	TOTAL	INSTALLMENT [5 YEARS]	ASSESSMENT CATEGORY
11213030000100000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
112130300001A0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
112130300001C0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
112130300001D0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
112130300001E0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1121305QR00000010	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1121305QR00000020	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1121305QR00000030	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1121305QR0B000000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
12213050700000010	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV00000010	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV0000001A	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV0000020	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV0000030	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV00000040	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV00000050	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305DV00000060	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305LD00000150	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305LD00000160	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1221305LD00000180	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213030000400000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
132130300004A0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213050700000100	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213050700000110	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213050700000120	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213050700000130	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213050700000140	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213051100000170	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213051100000180	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
13213051100000190	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000430	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000450	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000460	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000470	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000480	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
1321305HU00000490	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213030000100000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300001E0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300001F0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213030000400000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213030000500000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300005D0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213030000600000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213030000700000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300007B0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300007F0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
142130300008A0000	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213052100000010	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL
14213052100000020	1	\$476.00	\$118.00	WATERFRONT RESIDENTIAL



Published Daily ORANGE County, Florida

Sold To: Seminole Co MSBU Program - CU00353333 1101 E 1st St Rm 3301 Sanford, FL 32771

Bill To:

Seminole Co MSBU Program - CU00353333 1101 E 1st St Rm 3301 Sanford, FL 32771

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on May 02, 2023.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Rose Williams

Sworn to and subscribed before me on this 3 day of May, 2023, by above Affiant, who is personally known to me (X) or who has produced identification ().

erre Rollins

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Orlando Sentinel MEDIA GROUP

NOTICE

NOTICE NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing at 1:30 PM or as soon thereafter as possible, at its regular meeting on May 23, 2023, at the Seminole County Services Building, Room 1028, 1101 East First Street, Sanford, Florida to consider the enactment of a Resolution whereby the preliminary capital assessment based on estimated Phase I cost is replaced by confirming the final capital assessment amount per actual cost for Phase I Restoration Service capital assessment amount per actual cost for Phase I Restoration Service as authorized by the Little Lake Howell/Tuskawilla Lake Management Services Municipal Services Benefit Unit Ordinance [2021-2]. Based on a Phase I contracted services cost of \$40,334; County Administration and Interest costs of \$5,336; and County contributions of \$17,500; the capital assessment formula yields a cost allocation that is based on \$476.00 per waterfront property. Assessment assignment and the annual installment billing vary as defined by Ordinance billing vary as defined by Ordinance 2021-2. Assessment may be paid in full at any time following enactment of the Resolution. Installment billing is provided with 5 annual equal installments billed and collected via property tax bills beginning with tax year 2023. Persons are advised that, if they decide to annual any decision if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to with disabilities needing assistance to participate in any of these proceedings should contact the Human Resources Division ADA Coordinator 48 hours in advance of the meeting at 407-665-7941. For additional information regarding this notice contact the MSBU Program at (407) 665-7178. 5/02/2023 7426410

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