

SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, May 14, 2024

9:30 AM

BCC Chambers

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Jay Zembower

II. INVOCATION & PLEDGE OF ALLEGIANCE

Walter Person - Sanford Church of Christ

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - Proclaiming Sergeant First Class Joshua 2024-0555 Marzolf, United States Army as Seminole County's May Veteran of the Month. (Sergeant First Class Joshua Marzolf, **United States Army)** 2. Proclamation - Proclaiming May 27, 2024 as Memorial Day in 2024-0598 Seminole County, FL. Countywide (Jason Althouse, Veterans **Services Director)** 3. County Investment Advisor Report (Scott McIntyre, CFA -2024-0592 Senior Portfolio Manager, Managing Director Hilltop **Securities Asset Management)**

IV. CONSENT AGENDA - PUBLIC PARTICIPATION

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

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

Constitutional Officers - Consent Agenda (Item No. 4)

4. Expenditure Approval Lists dated April 10, 17, and 24, 2024; Payroll Approval List dated April 11, 2024; and BCC Official Minutes dated March 26 and April 9, 2024. (Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)

County Manager's Consent Agenda (Items No. 5 - 32)

County Manager's Office

- 5. Approve and authorize the Chairman to execute a
 Proclamation proclaiming 2024 as the 85th Anniversary of
 Heart of Florida United Way in Seminole County, FL.
 Countywide (Daniel Vanegas, Heart of Florida United Way)
- 6. Approve and authorize the Chairman to execute a Proclamation proclaiming May 22, 2024 as National Maritime Day in Seminole County, FL. Countywide (Bill Hyde, American Legion Post 243)
- 7. Approve and authorize the Chairman to execute a
 Proclamation proclaiming May 19 25, 2024 as Emergency
 Medical Services Week in Seminole County, FL. Countywide
 (Greg Harlow, Assistant Chief)

8. Approve and authorize the Chairman to execute a
Proclamation proclaiming May 2, 2024 as National Day of
Prayer in Seminole County, FL. Countywide (Nancy Cancel,
Seminole County Sheriff's Office)
9. Approve and authorize the Chairman to execute a
Proclamation proclaiming May 5 - 11, 2024 as National Travel
and Tourism Week in Seminole County, FL. Countywide (Gui
Cunha, Economic Development and Tourism
Administrator)

Community Services

10. Approve and accept the HOME and NSP monthly report for April 2024 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Countywide (Allison Thall, Community Services Director)

<u>2024-0556</u>

Development Services

- 11. Approve the plat for the Birchwood Grove Minor Plat containing three (3) lots on 1.43 acres zoned R-1AA (Single-Family Dwelling District), located on the north side of Bunnell Road; (Peter and Kimberly Smith, Applicant); District3 Constantine (Rebecca Hammock, Development Services Director)
 - 2024-0651
- 12. Approve and authorize the Chairman to execute a Resolution establishing a temporary Special Event Permit process, including requirements pertaining to duration, signage, safety and security, insurance, effective date, and other applicable regulations. Countywide (Rebecca Hammock, Development Services Director).
- 13. Approve the Final Plat for the Riverside Oaks Phase 4 subdivision containing fifty-one (51) lots on 23.96 acres zoned PD (Planned Development), located on the north side of Celery Avenue, approximately ½ mile west of Cameron Avenue; (Toll Southeast LP Company, Inc., Applicant) District5 Herr (Rebecca Hammock, Development Services Director)

<u>2024-0532</u>

Emergency Management

14. Approve and authorize the chairman to execute a Resolution naming an Unnamed Right of Way to Homestead Cove in Geneva, Florida 32732. District2 - Zembower (Alan Harris, Emergency Management Director)

2024-0599

2024-0570

Environmental Services

- 15. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC., and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024. Countywide (Kim Ornberg, Environmental Services Director)
- 16. Approve and authorize the Chairman to execute a new
 Non-Exclusive Franchise Agreement for Commercial Solid
 Waste Collection Service with Waste Connection of Florida,
 Inc., and a Renewal of the Non-Exclusive Franchise for the
 Collection of Commercial Solid Waste Certificate for October 1,
 2023 to September 30, 2024. Countywide (Kim Ornberg,
 Environmental Services Director)
- 17. Approve and authorize the Chairman to execute a new
 Non-Exclusive Franchise Agreement for Commercial Solid
 Waste Collection Service with Coastal Waste & Recycling of
 Central Florida, LLC., and a Renewal of the Non-Exclusive
 Franchise for the Collection of Commercial Solid Waste
 Certificate for October 1, 2023 to September 30, 2024.
 Countywide (Kim Ornberg, Environmental Services
 Director)
- 18. Approve and authorize the Chairman to execute a new
 Non-Exclusive Franchise Agreement for Commercial Solid
 Waste Collection Service with Container Rental Company, Inc.,
 and a Renewal of the Non-Exclusive Franchise for the
 Collection of Commercial Solid Waste Certificate for October 1,
 2023 to September 30, 2024. Countywide (Kim Ornberg,
 Environmental Services Director)

Fleet and Facilities

19. Approve and authorize the Chairman to execute an easement to Florida Power & Light Company for electrical service on property owned by Seminole County related to the proposed new Fire Station 39 building site. District5 - Herr (Chad Wilsky, Fleet and Facilities Director)

2024-0472

2024-0628

Management and Budget

20. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-059 in the General Fund to transfer \$254,513 from reserves for soccer field renovations and softball field scoreboards at Red Bug Lake Park. District1 - Dallari (Timothy Jecks, Management & **Budget Director)** Requesting Department - Parks and Recreation

2024-0639

21. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-058 in the Water & Sewer Capital Improvement Fund to transfer \$1,000,000 of the existing budget for the Utilities Master Plan. Countywide (Timothy Jecks, Management & Budget **Director**) Requesting Department - Utilities

Public Works

22. 2024-0503 Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-904 for a drainage easement necessary for the Midway Drainage Improvement Project (3,596.1± SF) between Hattie Byrd and Seminole County for \$63,590.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean **Jreij, P.E., Public Works Director)**

2024-0588

23. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-854 for a drainage easement necessary for the Midway Drainage Improvement Project (616.81± SF) between Emanuel L. Hillery and Seminole County for \$11,850.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean **Jreij, P.E., Public Works Director)**

- 24. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-861 for a drainage easement necessary for the Midway Drainage Improvement Project (433.75± SF) between Sherry Jones Purcell and Seminole County for \$24,780.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 Herr (Jean Jreij, P.E., Public Works Director)
- <u>2024-0587</u>

- Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-830 for a drainage easement necessary for the Midway Drainage Improvement Project (29.89± SF) between Emanuel Hillery and Seminole County for \$2,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 Herr (Jean Jreij, P.E., Public Works Director)
- 2024-0585

- Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-812 for a drainage easement necessary for the Midway Drainage Improvement Project (609.84± SF) between Sheila Kennedy and Seminole County for \$11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 Herr (Jean Jreij, P.E., Public Works Director)
- 2024-0615

Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Casselberry relating to utility relocation for the Oxford Road Drainage and Sidewalk Project (County) and the English Estates Watermain Replacement Phase I Project (City). District4 - Lockhart (Jean Jreij, P.E., Public Works Director)

2024-0621

Resource Management

- 28. Approve Amendment #1 to RFP-602809-17/BJC Term
 Contract for Parks and Recreation Business Management
 Software System with Vermont Systems, Inc., Essex Junction,
 Vermont, and authorize the Purchasing and Contracts Division
 to execute the Amendment. Countywide (Lorie Bailey Brown,
 CFO/Resource Management Director) Requesting
 Department Parks and Recreation
- 29. Approve the proposed mediated settlement of the workers' compensation claim of a retired deputy sheriff stemming from a 2004 line-of-duty injury (Claim #287266) for the total amount of \$60,000, inclusive of attorney's fees and costs. Countywide (Lorie Bailey Brown, CFO/Resource Management Director)
- 30. Award IFB-604669-23/LNF Term Contract for Fire Sprinkler
 Inspections, Testing, Certifications and Repairs to DynaFire,
 LLC, Casselberry, as Primary and Convergint Technologies
 LLC, as Secondary, and authorize the Purchasing and
 Contracts Division to execute the agreement. Countywide
 (Lorie Bailey Brown, CFO/Resource Management Director)
 Requesting Department Fleet and Facilities
- 31. Award CC-5767-24/HSM-Spring Hammock Preserve Improvements to American Persian Engineering and Construction, LLC (APEC) in the amount of \$1,960,912.20 and authorize the Purchasing and Contract Division to execute the Agreement. District2- Zembower (Lorie Bailey Brown, CFO/Resource Management Director) Requestion Department Parks and Recreation

Utilities

32. Approve and Authorize the Chairman to execute the Interlocal
Agreement with South Seminole North Orange County
Wastewater Transmission Authority (SSNOCWTA) and the
Other Three Member Entities. Countywide (Johnny Edwards,
Interim Utilities Director)

2024-0534

V. REGULAR AGENDA

33. Consider the request for a reduction of lien due to financial hardship, of the Code Enforcement Board lien of \$208,250.00 to the administrative costs of \$552.82, under Case # 12-70-CEB, on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel ID: 30-20-30-300-0180-0000, (Drew A. Mooty, Applicant). District4 - Lockhart (Alexis Brignoni, Code Enforcement Clerk)

VI. WORKSESSION

34. Presentation - Committee on Aging Annual Report (Allison 2024-0558 Thall, Community Services Director & Kelly Welch, Presenter, Community Health Division Manager)

Tourism Improvement District (TID) (Gui Cunha, Tourism and 2024-0645 Economic Development Administrator and Rick Durr, Parks and Recreation Director)

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

VII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

36. Connection Point Commercial Center Rezone - Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426; (CPCC Oviedo, LLC, Applicant) District1 - Dallari (Annie Sillaway, Senior Planner)

2024-0410

37. **IOA Properties PD Rezone -** Consider the second reading of an Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) to allow overnight boarding at Dogtopia located on the north side of W SR 434, east of Interstate 4 on approximately 13.66 acres; (IOA Properties, LLC, Applicant) District3 - Constantine (Annie Sillaway, Senior Planner)

2024-0449

38. 3066 Kingfisher Point - Consider approval of a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point (Alan Horn, Applicant). District1 - Dallari (Mary Robinson, Planner)

2024-0462

5819 Bear Lake Circle - Consider approval of a 1,725 square foot boat dock/house on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle; (Alan Horn, Applicant). District3 - Constantine (Mary Robinson, Planner)

2024-0463

Public Hearings - Legislative

40. Consider a new Ordinance adopting a new Chapter 71 of the Seminole County Code of Ordinances entitled "Economic Development"; creating Article I of Chapter 71 entitled "Tourism Improvement Districts" to provide for the procedures and requirements to establish, operate, modify, renew, and dissolve Tourism Improvement Districts in Seminole County.

Countywide (Gui Cunha, Tourism and Economic Development Administrator)

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. DISTRICT COMMISSIONER REPORTS

District 5 - Commissioner Herr

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 2 - Chairman Zembower

XI. CHAIRMAN'S REPORT

41. Approve and authorize the Chairman to execute a Resolution updating the Operating Policies & Procedures of the Seminole County Board of County Commissioners

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

XIII. ADJOURN BCC MEETING

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

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



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0555

Title:

Proclamation - Proclaiming Sergeant First Class Joshua Marzolf, United States Army as Seminole County's May Veteran of the Month. (Sergeant First Class Joshua Marzolf, United States Army)

Division:

Community Services - Veterans Services

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Jason Althouse/407-665-2373

PROCLAMATION

OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING UNITED STATES ARMY SERGEANT FIRST CLASS JOSHUA MARZOLF 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, Sergeant First Class Joshua Marzolf enlisted in the Army in July 2003, serving honorably until 2010. He transitioned to the Army National Guard and is still serving today. He has multiple combat deployments to Iraq, Syria, and Qatar as a Communication Systems Specialist for field artillery. In 2005, he was assigned as security to the courtroom for the trial of Saddam Hussein, and in 2010, he provided communication between remote areas of Syria and international command areas, aiding rocket missions that pushed ISIS out of Syria; and

WHEREAS, Sergeant First Class Joshua Marzolf joined the Seminole County Fire Department in 2015, already having 4 years of experience. He currently heads "EMS 1," acting as a hospital liaison to ensure patient load is evenly spread among hospitals and being the point person on high-risk medical calls. He uses his 20-year military experience to not only help County residents, but also to lead the Fire Department's Peer Support Team, a confidential resource to assist his department in connecting with needed resources to decompress and talk about stressful events on and off duty; and

WHEREAS, Sergeant First Class Joshua Marzolf has brought great credit and distinction upon himself, the United States of America, the United States Army, 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 Sergeant First Class Joshua Marzolf, for his outstanding service to the United States Army and residents of Seminole County.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Sergeant First Class Joshua Marzolf, along with our sincere congratulations and recognition as Seminole County's

"Veteran of the Month"

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman
Seminole County Board of County Commissioners



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0598

Title:

Proclamation - Proclaiming May 27, 2024 as Memorial Day in Seminole County, FL. Countywide (Jason Althouse, Veterans Services Director)

PROCLAMATION OF THE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AFFIRMING MAY 27, 2024 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 27th will mark the 154th 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 27, 2024, 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 14th day of May 2024

Jay Zembower, Chairman
Seminole County Board of County Commissioners



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0592

Title:

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





Economic Outlook and Portfolio Strategy

May 14, 2024

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

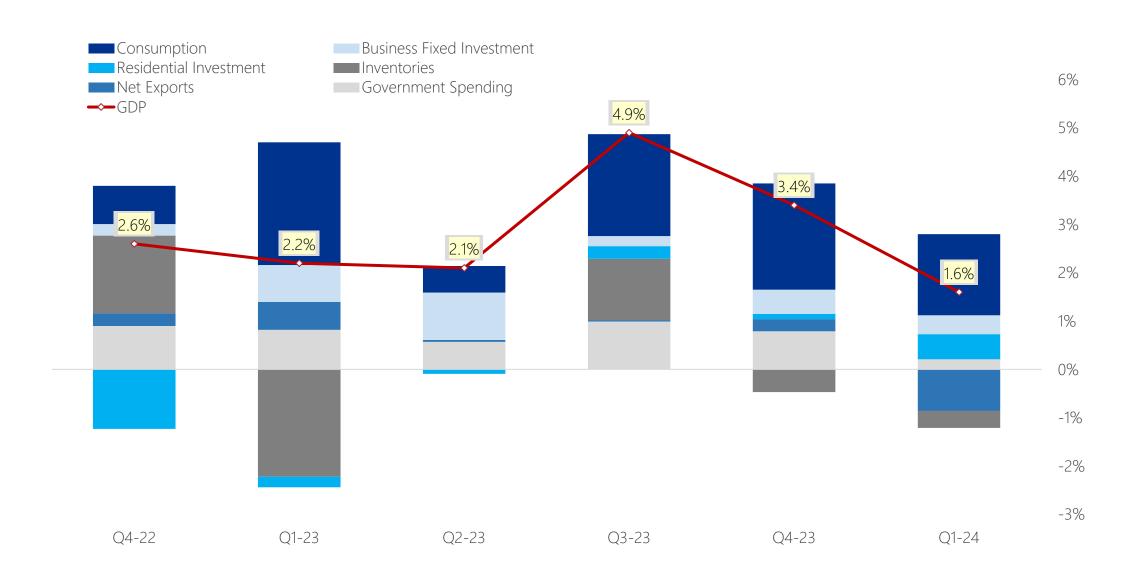
Major Economic Themes



- Core CPI (released tomorrow) is expected to decline.
- The Fed is confident it is on the right path; stresses patience.
- The labor market appeared to weaken in April.
- GDP growth slowed in Q1.

(Quarter-over-Quarter % Change)





Current Investment Choices



U.S. Treasuries

0	6-month	5.33%	5.29%	5.38%	5.37%
0	12-month	4.98%	4.95%	5.15%	5.15%
0	24-month	4.69%	4.59%	4.98%	4.86%
0	36-month	4.45%	4.36 %	4.82%	4.67%

Florida QPD Savings

o Multiple banks at <u>2.60%</u> to <u>5.50%</u>

Overnight Investment Pools (5/8/24)

o Fl. Prime	5.57%
o Fl. Trust	5.43%
o Fl. Class	5.37%
o Fl. Safe	5.36%
o Fl. PALM	5.41%
o Fl. STAR	5.33%

Notes and Recommendations



Upcoming Maturities:

\$15 mm Treasury @ 3.03%
\$13 mm Treasury @ 4.56%
\$15 mm PALM Term @ 5.65%
\$10 mm Treasury @ 3.24%
\$20 mm PALM Term @ 5.65%
\$ 3 mm PALM Term @ 5.75%
\$20 mm FHLB @ 4.71%
\$20 mm Treasury @ 0.48%

Recent Investments:

Recommended Purchases

<u>Pause until June</u> to assess cashflows. Reinvest PALM term maturities in early June, cashflow permitting.

Monthly expenses to be paid from maturities and balances in Florida Prime pool.

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



Contacts

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

Greg Warner | Managing Director Greg.Warner@HilltopSecurities.com

Dan Grant | Portfolio Manager | Dan.Grant@HilltopSecurities.com

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

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SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0624

Title:

Expenditure Approval Lists dated April 10, 17, and 24, 2024; Payroll Approval List dated April 11, 2024; and BCC Official Minutes dated March 26 and April 9, 2024. (Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated April 10, 17, and 24, 2024; Payroll Approval List dated April 11, 2024; and BCC Official Minutes dated March 26 and April 9, 2024.

CLERK AND COMPTROLLER'S REPORT and BRIEFING May 14, 2024

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated April 10, 17, and 24, 2024; and Payroll Approval List dated April 11, 2024.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated March 26 and April 9, 2024.

- В. RECEIVED AND FILED LISTING (For Information Only) 1 Amdmt #1 to W.O. #22 to PS-4223-22/KMA Design Group 2 Amdmt #1 to W.O. #5 to RFP-3942-21/US Veteran Contractors 3 Amdmt #1 to W.O. #8 to PS-4244-22/Southeastern Surveying & Mapping Corp 4 Amdmt #2 to W.O. #15 to RFP-3750-21/Revere Control Systems 5 Amdmt #2 to W.O. #2 to PS-0939-16/Tierra 6 Amdmt #2 to W.O. #7 to PS-2872-20/Ayres Assoc. 7 Amdmt #3 to W.O. #42 to PS-1998-18/E Sciences (RES Florida Consulting) 8 Amdmt #3 to W.O. #65 to PS-1822-18/CHA Consulting (Reiss Engineering) 9 Amdmt #4 to W.O. #35 to PS-1822-18/AECOM Technical Services 10 Amdmt #5 to W.O. #1 to PS-3214-20/HDR Engineering 11 Amdmt #5 to W.O. #15 to PS-1998-18/RES Florida Consulting 12 Approval D.O.s #24-30000011, 1700 North St, Zaidi/#24-30000012, Lot 9A W. 18th St., Jackson/#24-30000013, 351 E Highland St, Berns/#24-30000017, 4175 Bear Gully Rd, Domenech & Perez Approval D.O.s #24-30000018, 3509 Bonnie Dr, Llanio/#24-30000020, 3603 Okeechobee Cir, Wakim/#24-13 30000021, 1450 Lake Mills Rd, Macheske/#24-30000022, 810 Camellia Ave, Hulbert 14 Bids (3) for RFP-604766-24/Direct One, Aloma Printing, and Solo Printing 15 Bond Release/Maintenance Bond #1001486/\$3,813.45/Wash & Go Oviedo 16 Bond Release/Maintenance Bond #2325170/\$20,364/Legacy Pointe 17 C.O. #1 to CC-4854-23/Gregori Construction 18 C.O. #1 to W.O. #7 to RFP-3942-21/US Veteran Contractors 19 C.O. #1 to W.O. #8 to RFP-3942-21/US Veteran Contractors 20 C.O. #1 to W.O. #9 to RFP-3942-21/US Veteran Contractors 21 C.O. #2 to W.O. #19 to CC-3563-21/CFE Corp
- 22 C.O. #24 to DB-2551-19/Wharton-Smith
- 22 C.O. #24 to DB-2551-19/Wharton-Smith
- C.O. #3 to CC-5067-23/JC KC Construction, LLC
- C.O. #9 to CC-3438-20/Youngs Communication (Y-Comm)
- 25 C.O. #9 to CC-3501-22/LaFleur Nurseries and Garden Center
- 26 CDBG Cooperation Agrmt/City of Longwood (2020-2024 Five Yr Consolidated Plan & One Year Action Plan)
- 27 Closeout to CC-4275-22/Custom Built Marine Construction
- 28 Closeout to CC-4792-23/Dorothy Builds
- 29 Closeout to CC-5067-23/JC KC Construction
- 30 Closeout to CC-5352-23/Guardian Equipment

Page 1 of 2

26

31	Closeout to CC-5637-24/KC Screen
32	Conditional Utility Agrmt/W&S/JRH Ranch, LLC/Garage Project
33	Continuum of Care (CoC) Grant Closeout Agrmt/\$671,759/HUD
34	Corrected W.O. #3 to PS-1405-17/Johnson Mirmiran & Thompson
35	Corrective County Deed ICW Item 21/Rinehart Road Owner, LLC (As approved by the BCC 09-26-2023)
36	DCA #23-06000044/Tuskawilla Self Storage PD/Vi-Con Development Group
37	DCA #23-20500024 Addendum #1 to Home 2 Suites & Holiday Inn Express
38	Fifth Amdmt to IFB-603941-20/Ameriscapes Landscape Management Services
39	First Amdmt to CDBG Agrmt PY 2023-2024/Aspire Health Partners (As approved by the BCC 07-25-2023)
40	First Amdmt to IFB-603823-20/Clean Spray Corp.
41	First Amdmt to Special Counsel Services Agrmt for Probate Litigation Services/Estate of Joseph Whitner/G. Charles Wohlust, P.L.C.
42	First Amdmt to Special Counsel Services Agrmt for Probate Litigation Services/Estate of Robert Flowers/G. Charles Wohlust, P.L.C.
43	Fourth Amdmt to Agrmt/Central Florida Family Health Center dba True Health for CDBG-CV1 Funding (As approved by the BCC 8/22/2023)
44	FPSC Order #PSC-2024-0114-TRF-PU Issued 4/22/24
45	FPSC Order #PSC-2024-0115-PAA-GU Issued 4/22/24
46	Maintenance Bond #014252057/\$4,270.62/Seminole St. Johns Apartments ROW Upsala Rd.
47	Maintenance Bond #108021305/\$8,699.20/Monroe Place ROW W. 1st St.
48	Maintenance Bond #NFL2818(M)/\$84,191.50/Soldiers Creek Parking Lot/Central FL Environmental Corp.
49	Maintenance Bond #SUR0077041/\$367,221.72/Francisco Park fka Beasley Reserve
50	Parks Contract (Tennis)/Luis Benabe Luna and Allison Bell
51	Parks Contracts (Parks & Rec- Angel Vazquez), (Tennis - Matthew Raines)
52	PFS-90 Special Counsel Services Agrmt for Probate Litigation Services/G. Charles Wohlust, P.L.C.
53	Second Amdmt to HOME Program Agrmt PY 22-23/Resurrection Community Housing Development Organization (Catholic Charities)/2105 Hartwell Ave. (As approved by the BCC 08/23/2022)
54	Second Amdmt to RFP-603277-18/Langton Associates
55	Second Amdmt to RFP-604347-22/EMS Management & Consultants
56	Sidewalk Easements (2) Francisco Park fka Beasley Reserve Tract 1 and M/I Homes of Orlando - Lots 10, 11, 12, 13
57	Third Amdmt to True Health CDBG Subrecipient Agrmt PY 2021-2022
58	Tourist Tax Funding Agrmt/Florida Collegiate Summer League/Sunshine State Athletic Assoc. State Championships
59	W.O. #33 to CC-3563-21/Carr & Collier
60	W.O. #91 to PS-1822-18/AECOM Technical Services
61	W.O. #95 to PS-1822-18/AECOM Technical Services

Page 2 of 2

27

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List APRIL 10, 2024

CHECK SEQUENCE: CK #960712 - #961062 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14 DAY OF MAY, 2024.

Chairman		

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List For Checks Dated From 4/4/24 Through 4/10/24

FUND	FUND TITLE		AMOUNT
00100	GENERAL FUND	\$	5,170,984.62
00103	NATURAL LAND ENDOWMENT FUND		630.00
00108	FACILITIES MAINTENANCE FUND		252,347.90
00109	FLEET REPLACEMENT FUND		45,105.80
00110	ADULT DRUG COURT GRANT FUND		1,092.00
00111	TECHNOLOGY REPLACEMENT FUND		72,485.85
00112	MAJOR PROJECTS FUND		68,792.74
00113	COUNTYWIDE UTILITIES		96,050.66
10101	TRANSPORTATION TRUST FUND		140,165.76
10400	BUILDING PROGRAM		600.00
11000	TOURISM PARKS 1,2,3 CENT FUND		1,595.00
11001	TOURISM SPORTS 4 & 6 CENT FUND		1,590.00
11200	FIRE PROTECTION FUND		265,732.02
11400	COURT SUPP TECH FEE (ARTV)		2,007.99
11500	1991 INFRASTRUCTURE SALES TAX		413,307.79
11541	2001 INFRASTRUCTURE SALES TAX		25,406.68
11560	2014 INFRASTRUCTURE SALES TAX		2,663,206.67
11641	PUBLIC WORKS-INTERLOCAL AGREEM		142,981.15
11901	COMMUNITY DEVELOPMEN BLK GRANT		68,480.74
11904	EMERGENCY SHELTER GRANTS		3,283.00
11908	DISASTER PREPAREDNESS		35.05
11916	PUBLIC WORKS GRANTS		10,612.00
11919	COMMUNITY SVC GRANTS		153.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA		36,803.76
12022	SHIP AFFORDABLE HOUSING 21/22		29,098.50
12023	SHIP AFFORDABLE HOUSING 22/23		5,837.00
12024	SHIP AFFORDABLE HOUSING 23/24		6,492.22
12101	LAW ENFORCEMENT TST-LOCAL		2,500.00
12500	EMERGENCY 911 FUND		16,269.48
12601	ARTERIAL IMPACT FEE (12-31-21)		72.50
12804	LIBRARY-IMPACT FEE		265.59
15000	MSBU STREET LIGHTING		169,799.43
15100	MSBU RESIDENTIAL SOLID WASTE		1,251,307.32
16005	MSBU MILLS (LM/AWC)		170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)		85.00
16020	MSBU HORSESHOE (LM/AWC)		275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)		75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)		200.00
16026	MSBU SPRING (LM/AWC)		200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)		75.00
16031	MSBU LAKE ASHER AWC		60.00
16073	MSBU SYLVAN LAKE (AWC)		75.00
16077	MSBU LITTLE LK HOWELL/TUSK		75.00
16080	MSBU E CRYSTAL CHAIN OF LAKES		75.00
32300	FIVE POINTS DEVELOPMENT FUND		45,482.22
40100	WATER AND SEWER FUND		307,373.10
40108	WATER & SEWER CAPITAL IMPROVEM		89,420.06
40201	SOLID WASTE FUND		55,057.74
50100	PROPERTY LIABILITY FUND		27,742.09
50200	WORKERS COMPENSATION FUND		11,666.67
50300	HEALTH INSURANCE FUND		1,145.25
60303	LIBRARIES-DESIGNATED		
60310	EXTENSION SERVICE PROGRAMS		2,100.00
TOTAL REPORT	LATENSION SERVICE PROGRAMIS	<u> </u>	3,670.00 11,510,114.35
I O I AL REPURI		-	11,310,114.33

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List For Checks Dated From 4/11/24 Through 4/17/24

00100 GENERAL FUND \$ 2,518,026.03 00103 NATURAL LAND ENDOWMENT FUND 1,160.00 00108 FACILITIES MAINTENANCE FUND 72,525.34 00112 MAJOR PROJECTS FUND 119,594.69 00113 COUNTYWIDE UTILITIES 7,189,79 10101 TRANSPORTATION TRUST FUND 51,293.74 10400 BUILDING PROGRAM 33,427.63 11000 TOURISM PARKS 1,2,3 CENT FUND 12,083.75 11001 TOURISM SPORTS 4 & 6 CENT FUND 22,294.00 11200 FIRE PROTECTION FUND 124,839.59 11400 COURT SUPP TECH FEE (ARTV) 31,436.64 11500 1991 INFRASTRUCTURE SALES TAX 22,875.40 11541 2001 INFRASTRUCTURE SALES TAX 243,495.52 11560 2014 INFRASTRUCTURE SALES TAX 4,564,545.71 11641 PUBLIC WORKS-INTERLOCAL AGREEM 4,457.43 11901 COMMUNITY DEVELOPMEN BLK GRANT 120,881.44 11902 HOME PROGRAM GRANT 283,202.33 11904 EMERGENCY SHELTER GRANTS 11,747.28 11905 </th
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11917 LEISURE SERVICES GRANTS 4,923.10 11919 COMMUNITY SVC GRANTS 51,247.73 11920 NEIGHBOR STABIL PROGRAM GRANT 453.33 11933 FEDERAL MITIGATION GRANTS 28,129.76 11940 ENVIRONMENTAL SERVICES GRANTS 16,962.21 12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
11919 COMMUNITY SVC GRANTS 51,247.73 11920 NEIGHBOR STABIL PROGRAM GRANT 453.33 11933 FEDERAL MITIGATION GRANTS 28,129.76 11940 ENVIRONMENTAL SERVICES GRANTS 16,962.21 12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
11920 NEIGHBOR STABIL PROGRAM GRANT 453.33 11933 FEDERAL MITIGATION GRANTS 28,129.76 11940 ENVIRONMENTAL SERVICES GRANTS 16,962.21 12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
11933 FEDERAL MITIGATION GRANTS 28,129.76 11940 ENVIRONMENTAL SERVICES GRANTS 16,962.21 12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
11940 ENVIRONMENTAL SERVICES GRANTS 16,962.21 12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12022 SHIP AFFORDABLE HOUSING 21/22 52,486.50 12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12024 SHIP AFFORDABLE HOUSING 23/24 5,779.09 12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12101 LAW ENFORCEMENT TST-LOCAL 6,325.42 12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12200 ARBOR VIOLATION TRUST FUND 13,524.16 12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12500 EMERGENCY 911 FUND 24,170.68 12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
12804 LIBRARY-IMPACT FEE 24,400.76 13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
13100 ECONOMIC DEVELOPMENT 137,872.50 15000 MSBU STREET LIGHTING 5,131.40
15000 MSBU STREET LIGHTING 5,131.40
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16010 MSBU CEDAR RIDGE (GRNDS MAINT) 41.89
32300 FIVE POINTS DEVELOPMENT FUND 62,793.00
40100 WATER AND SEWER FUND 557,655.45
40108 WATER & SEWER CAPITAL IMPROVEM 231,866.78
40201 SOLID WASTE FUND 51,801.18
50100 PROPERTY LIABILITY FUND 32,182.15
50200 WORKERS COMPENSATION FUND 2,117.50
50300 HEALTH INSURANCE FUND 2,393,571.64
60303 LIBRARIES-DESIGNATED 3,131.59
TOTAL REPORT \$ 12,021,362.07

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List APRIL 17, 2024

CHECK SEQUENCE: CK #961063 - #961463 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14 DAY OF MAY, 2024.

Chairman		

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List For Checks Dated From 4/18/24 Through 4/24/24

00100 GENERAL FUND \$ 1,181,164.99 00103 NATURAL LAND ENDOWMENT FUND 435.00 00104 BOATING IMPROVEMENT FUND 21,105.25 00108 FACILITIES MAINTENANCE FUND 54,191.86 00110 ADULT DRUG COURT GRANT FUND 43,267.50 00112 MAJOR PROJECTS FUND 14,057.15 00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 34,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11930 RESOURCE MANAGEM	<u>FUND</u>	FUND TITLE		AMOUNT
00104 BOATING IMPROVEMENT FUND 21,105.25 00108 FACILITIES MAINTENANCE FUND 54,191.86 00110 ADULT DRUG COURT GRANT FUND 43,267.50 00112 MAJOR PROJECTS FUND 14,057.15 00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM PARKS 1,2,3 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 3,44,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANA	00100	GENERAL FUND	\$	1,181,164.99
00108 FACILITIES MAINTENANCE FUND 54,191.86 00110 ADULT DRUG COURT GRANT FUND 43,267.50 00112 MAJOR PROJECTS FUND 14,057.15 00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANT 3,890.09 12022 SHIP AFFORDAB	00103	NATURAL LAND ENDOWMENT FUND		435.00
00110 ADULT DRUG COURT GRANT FUND 43,267.50 00112 MAJOR PROJECTS FUND 14,057.15 00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANT FUND 8,459.25 12024 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12022 SHIP	00104	BOATING IMPROVEMENT FUND		21,105.25
00112 MAJOR PROJECTS FUND 14,057.15 00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 344,073.03 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP	00108	FACILITIES MAINTENANCE FUND		54,191.86
00113 COUNTYWIDE UTILITIES 2,687.87 10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANTS 3,890.09 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500	00110	ADULT DRUG COURT GRANT FUND	43,267.5	
10101 TRANSPORTATION TRUST FUND 53,574.84 10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU	00112	MAJOR PROJECTS FUND	14,057.1	
10102 NINTH-CENT FUEL TAX FUND 982,869.00 10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IM	00113	COUNTYWIDE UTILITIES		2,687.87
10400 BUILDING PROGRAM 925.00 11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANTS 3,890.09 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOL	10101	TRANSPORTATION TRUST FUND		53,574.84
11000 TOURISM PARKS 1,2,3 CENT FUND 3,200.00 11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE	10102	NINTH-CENT FUEL TAX FUND		982,869.00
11001 TOURISM SPORTS 4 & 6 CENT FUND 3,839.24 11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU RESIDENT	10400	BUILDING PROGRAM		925.00
11200 FIRE PROTECTION FUND 344,073.03 11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 S	11000	TOURISM PARKS 1,2,3 CENT FUND		3,200.00
11400 COURT SUPP TECH FEE (ARTV) 16,659.67 11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16010 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40108 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL	11001	TOURISM SPORTS 4 & 6 CENT FUND		3,839.24
11560 2014 INFRASTRUCTURE SALES TAX 290,727.57 11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FU	11200	FIRE PROTECTION FUND		344,073.03
11904 EMERGENCY SHELTER GRANTS 1,023.70 11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 9,000.00 50100 PROPERTY LIABILITY FUND	11400	COURT SUPP TECH FEE (ARTV)		16,659.67
11916 PUBLIC WORKS GRANTS 59,835.82 11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16010 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40108 WATER & SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 WORKERS COMPENSATION FUND	11560	2014 INFRASTRUCTURE SALES TAX		290,727.57
11917 LEISURE SERVICES GRANTS 20,902.26 11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16010 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND </td <td>11904</td> <td>EMERGENCY SHELTER GRANTS</td> <td></td> <td>1,023.70</td>	11904	EMERGENCY SHELTER GRANTS		1,023.70
11919 COMMUNITY SVC GRANTS 797.00 11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11916	PUBLIC WORKS GRANTS		59,835.82
11925 DCF REINVESTMENT GRANT FUND 8,459.25 11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU RESIDENTIAL SOLID WASTE 593.00 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11917	LEISURE SERVICES GRANTS		20,902.26
11930 RESOURCE MANAGEMENT GRANTS 3,890.09 11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11919	COMMUNITY SVC GRANTS		797.00
11937 AMERICAN RESCUE PLN-SLFRF ARPA 22,167.02 12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11925	DCF REINVESTMENT GRANT FUND		8,459.25
12022 SHIP AFFORDABLE HOUSING 21/22 104,463.75 12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11930	RESOURCE MANAGEMENT GRANTS		3,890.09
12024 SHIP AFFORDABLE HOUSING 23/24 80,150.00 12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	11937	AMERICAN RESCUE PLN-SLFRF ARPA		22,167.02
12101 LAW ENFORCEMENT TST-LOCAL 165.00 12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	12022	SHIP AFFORDABLE HOUSING 21/22		104,463.75
12500 EMERGENCY 911 FUND 352.94 12804 LIBRARY-IMPACT FEE 9,547.58 15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	12024	SHIP AFFORDABLE HOUSING 23/24		80,150.00
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15000 MSBU STREET LIGHTING 305.83 15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	12500	EMERGENCY 911 FUND		352.94
15100 MSBU RESIDENTIAL SOLID WASTE 593.00 16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	12804	LIBRARY-IMPACT FEE		9,547.58
16000 MSBU PROGRAM 829.06 16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	15000	MSBU STREET LIGHTING		305.83
16010 MSBU CEDAR RIDGE (GRNDS MAINT) 1,541.00 40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	15100	MSBU RESIDENTIAL SOLID WASTE		593.00
40100 WATER AND SEWER FUND 192,754.42 40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	16000	MSBU PROGRAM		829.06
40108 WATER & SEWER CAPITAL IMPROVEM 133,371.57 40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	16010	MSBU CEDAR RIDGE (GRNDS MAINT)		1,541.00
40201 SOLID WASTE FUND 174,865.80 40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	40100	WATER AND SEWER FUND		192,754.42
40301 WEKIVA GOLF COURSE FUND 9,000.00 50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	40108	WATER & SEWER CAPITAL IMPROVEM		133,371.57
50100 PROPERTY LIABILITY FUND 40,154.95 50200 WORKERS COMPENSATION FUND 27,320.67 50300 HEALTH INSURANCE FUND 217,948.21	40201	SOLID WASTE FUND		174,865.80
50200WORKERS COMPENSATION FUND27,320.6750300HEALTH INSURANCE FUND217,948.21	40301	WEKIVA GOLF COURSE FUND		9,000.00
50300 HEALTH INSURANCE FUND 217,948.21	50100	PROPERTY LIABILITY FUND		40,154.95
	50200	WORKERS COMPENSATION FUND		27,320.67
TOTAL REPORT \$ 4,123,216.89	50300	HEALTH INSURANCE FUND		217,948.21
	TOTAL REPORT		\$	4,123,216.89

COUNTY COMMISSION - SEMINOLE BOCC Expenditure Approval List APRIL 24, 2024

CHECK SEQUENCE: CK #961464- #961803 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14th DAY OF MAY 2024.

Chairman			

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 04/11/2024 Biweekly Payroll Ending: 04/06/2024

Check Numbers: 162413 - 162435 Voided Check Number: N/A	
Net Expenditure Total: \$2,961,601.66	
This payroll is approved by the Board of County Comr Florida, this 14th day of May 2024.	nissioners of Seminole County
Chairman	
	-
	_



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0597

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming 2024 as the 85th Anniversary of Heart of Florida United Way in Seminole County, FL. Countywide (**Daniel Vanegas**, **Heart of Florida United Way**)

PROCLAMATION OF THE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING 2024 AS HEART OF FLORIDA UNITED WAY'S 85TH ANNIVERSARY IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Heart of Florida United Way has served Central Florida for the past 85 years; and

WHEREAS, throughout the past eight decades, the organization has been an unwavering force for good, advocating to ensure that residents of Seminole County have the opportunity to achieve financial stability, access education, maintain their health and wellness, and meet their basic needs; and

WHEREAS, Heart of Florida United Way impacts hundreds of thousands of people who we call ALICE — Asset Limited, Income Constrained, Employed — in the tri-county area each year; and

WHEREAS, as the largest nonprofit human services provider in Central Florida, Heart of Florida United Way holds a unique position to strategically assess community challenges and collaborate with local businesses, governments, elected officials, generous donors, volunteers and non-profit organizations to create enduring change for future generations; and

WHEREAS, Heart of Florida United Way remains committed to pioneering innovative solutions to dismantle barriers and promote equity, both through strategic investments and direct impact programs, all of which address the most urgent needs of Central Florida's communities; and

WHEREAS, Heart of Florida United Way is committed to remaining an integral part of Seminole County for the next 85 years and beyond, continuing to serve the county's unique needs with dedication and compassion.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Seminole Board of County Commissioners, do hereby proclaim 2024 as:

HEART OF FLORIDA UNITED WAY'S 85TH ANNIVERSARY

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman

Seminole County, Board of County Commissioners



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

Agenda Memorandum

File Number: 2024-0596

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming May 22, 2024 as National Maritime Day in Seminole County, FL. Countywide (Bill Hyde, American Legion Post 243)

PROCLAMATION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS **PROCLAIMING MAY 22, 2024 NATIONAL MARITIME DAY in SEMINOLE COUNTY**

WHEREAS a notable contribution was made in the history of ocean transportation when the steamship "The Savannah" set sail from the United States on May 22, 1819 and made the first successful voyage across the Atlantic Ocean under steam propulsion; and

WHEREAS since 1775, our ships sailing every ocean, have been manned by courageous officers and seamen all of whom have left the security of their homes and many of whom have given their lives for the land of their allegiance; and

WHEREAS American merchant ships and the men and women who sail them, implement our national policy of providing food and supplies to the famished and stricken of the world when the need arises; and

WHEREAS Merchant Mariners also actively protect our homeland, manning and operating Military Sealift Command and the Ready Reserve Force vessels in support of rapid deployment for the worldwide deployment of U.S. Military Forces. They serve with distinction and courage, heading into war zones, and too often sacrificing their own lives for our protection; and

WHEREAS on National Maritime Day, we recognize the important role the United States Merchant Marine plays in supporting our commerce and national security, and we honor the proud history of our Merchant Mariners and their important contributions in strengthening our economy.

NOW THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect to the Merchant Mariners for their outstanding service, and do hereby proclaim May 22, 2024 as:

NATIONAL MARITIME DAY

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman **Seminole County Board of County Commissioners**



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

Agenda Memorandum

File Number: 2024-0595

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming May 19 - 25, 2024 as Emergency Medical Services Week in Seminole County, FL. Countywide (Greg Harlow, Assistant Chief)

PROCLAMATION OF THE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING MAY 19th - 25th, 2024 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 19th - 25th, 2024 as:

Emergency Medical Services Week:

"Honoring Our Past. Forging Our Future."

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

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman Seminole County, Board of County Commissioners



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

Agenda Memorandum

File Number: 2024-0594

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming May 2, 2024 as National Day of Prayer in Seminole County, FL. Countywide (Nancy Cancel, Seminole County Sheriff's Office)

PROCLAMATION OF THE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING MAY 2, 2024 AS NATIONAL DAY OF PRAYER IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

WHEREAS, The Declaration of Independence, our first statement as Americans of national purpose and identity, made "the Laws of Nature and Nature's God" the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

WHEREAS, The Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the U.S. Congress themselves begin each day with prayer; and

WHEREAS, In 1988, legislation setting aside the first Thursday in May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

WHEREAS, The National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, It is fitting and proper to give thanks to God by observing a day of prayer when all may acknowledge our blessings and express gratitude for them, while recognizing the need for strengthening religious and moral values in our State and nation.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Seminole Board of County Commissioners, do hereby proclaim, May 2, 2024 as

NATIONAL DAY OF PRAYER IN SEMINOLE COUNTY, FLORIDA

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman Seminole County, Board of County Commissioners



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

Agenda Memorandum

File Number: 2024-0593

Title:

Approve and authorize the Chairman to execute a Proclamation proclaiming May 5 - 11, 2024 as National Travel and Tourism Week in Seminole County, FL. Countywide (Gui Cunha, Economic Development and Tourism Administrator)

PROCLAMATION OF THE

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING MAY 19 – 25, 2024 AS NATIONAL TRAVEL AND TOURISM WEEK IN SEMINOLE COUNTY, FLORIDA

WHEREAS, the vitality of Seminole County's economy is significantly enhanced by the travel and tourism sector, which brings cultural enrichment and economic benefits and fosters community pride; and

WHEREAS, Seminole County is renowned for its natural beauty, cultural attractions, and hospitality, offering a diverse range of activities and experiences that appeal to tourists of all ages and interests, from scenic parks and recreational areas to historical sites and modern entertainment venues; and

WHEREAS, the tourism industry in Seminole County not only enriches the quality of life for its residents but also acts as a significant economic catalyst, fueling the area's progress and prosperity through the creation of jobs, expansion of businesses, and influx of investments; and

WHEREAS, travel to and within Seminole County generated \$4.2 billion in economic impact, provided \$192.2 million in state and local taxes, and supported more than 27,600 jobs for local residents in 2022; and

WHEREAS, in Fiscal Year 2022/23, Seminole County surpassed the previous fiscal year's Tourist Development Tax collections by over 30.8%; and

WHEREAS, Central Florida Hotel & Lodging Association (CFHLA) is the largest regional hospitality association in the United States representing more than 129,500 hotel rooms throughout the Central Florida Region, as well as nearly 500 "supplier" organizations that do business with the hospitality and tourism industries; and

WHEREAS, CFHLA plays a pivotal role in bolstering and promoting the tourism industry in Seminole County through its representation of a vast network of hospitality entities, thereby enhancing the region's allure to visitors from across the globe; and

WHEREAS, the collaborative efforts of CFHLA, local small businesses, governmental entities, and community partners are essential to the continued success and expansion of Seminole County's tourism industry, ensuring a welcoming environment for all who visit; and

WHEREAS, National Travel and Tourism Week is an opportune time to celebrate the achievements of the travel and tourism industry in Seminole County, acknowledge the ongoing efforts of CFHLA and its members, and reaffirm our commitment to making Seminole County a top destination for travelers;

NOW, THEREFORE, BE IT PROCLAIMED that we, the Seminole Board of County Commissioners, do hereby proclaim, May 19–25, 2024 as:

NATIONAL TRAVEL AND TOURISM WEEK IN SEMINOLE COUNTY, FLORIDA

ADOPTED this 14th day of May 2024.

Jay Zembower, Chairman
Seminole County, Board of County Commissioners



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

Agenda Memorandum

File Number: 2024-0556

Title:

Approve and accept the HOME and NSP monthly report for April 2024 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Countywide (Allison Thall, Community Services Director)

Division:

Community Services - Community Development

Authorized By:

Allison Thall, Community Services Director

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 23/24 HOME award is \$987,771.

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)

File Number: 2024-0556

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

Requested Action:

Staff requests the Board approve and accept the HOME and NSP monthly report for April 2024 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61.

HOME	ACTIVIT	Y REPORT	

	Prior CY Draws			Current	Total CY Expenses		
Project				Draws			
Seminole Housing Authority (TBRA)	\$	171,376	\$	34,515	\$	205,891	
Habitat for Humanity- Homeownership	\$	501,453	\$	246,979	\$	748,432	
Demolition and Dumping Fees	\$	-			\$		
Planning and Administration	\$	44,120	\$	1,708	\$	45,828	
Somerset Landings	\$	-	\$	100,000	\$	100,000	
	\$	-			\$		
Program Income	\$	1,429	\$	(238)	\$	1,191	
	\$	409,009	\$	382,964	\$	1,101,342	

\$34,515 expense is reimbursement to Seminole Housing Authority for the TBRA rent paid in March. The expenditure of \$246,979 is a new construction payment to Habitat for Humanity at 1211 W 13th St, 2005 Alexander Ave, 2009 Alexander Ave, 1704 W 12th St and 1807 W 12th St. \$100,000 is for Somerset Landing tax-credit development. \$1,708 is for LABOR, LEASE and miscellaneous admin. Program income of \$238 is repayment of HOME Mortgage - 818 E. Airport BLVD, Sanford - from M. Redding.

NSP 1 & 3 ACTIVITY REPORT

Project		Prior		Current			Total
		CY Draws		Draws		CY Expenses	
Habitat for Humanity - CHINABERRY	\$	49,311				\$	49,311
Habitat for Humanity - LAKE DRIVE	\$	17,799				\$	17,799
Planning and Administration						\$	-
Community SVCs Office Rental	\$	2,724	\$		454	\$	3,178
Program Income (interest)	\$	(176)				\$	(176)
	\$	68,750	\$		454	\$	70,112

The expenditure of \$454 is for the NSP pro-rata share of Community Services office space.



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

Agenda Memorandum

File Number: 2024-0360

Title:

Approve the plat for the Birchwood Grove Minor Plat containing three (3) lots on 1.43 acres zoned R-1AA (Single-Family Dwelling District), located on the north side of Bunnell Road; (Peter and Kimberly Smith, Applicant); District3 - Constantine (Rebecca Hammock, Development Services Director)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Maya Athanas/407-665-7388

Background:

In accordance with Section 35.122 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Birchwood Grove Minor Plat. The plat contains three (3) lots on 1.43 acres zoned R-1AA (Single-Family Dwelling District).

The existing lot uses an existing septic system, and the two (2) new lots will be served by Seminole County for water and will utilize onsite sewage treatment and disposal systems (OSTDS) as there are no sanitary sewer lines nearby for connection.

The proposed plat does not require a performance bond because infrastructure is not being proposed with this plat.

This request represents the only Minor Plat for the parcel of record and meets the criteria of Section 35.122 SCLDC, as well as all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes. The criteria listed in Section 35.122 SCLDC are as follows:

1. The parcel abuts and each created lot will abut existing dedicated public right-ofway that conforms to the County's standards for width.

File Number: 2024-0360

- 2. Each created lot shall have a minimum lot frontage of twenty feet (20').
- 3. The development of the parcel would require no additional facility improvements to potable water, sanitary sewer, drainage facilities or roads.
- 4. The parcel would be subdivided into no more than four (4) agricultural or residential lots or two (2) non-residential or non-agricultural lots.
- 5. If septic tanks are to be utilized for sewage disposal, each lot must conform to the standards set forth in section 35.64.
- 6. The subdivision of the parcel would meet all requirements of Part 4 of this Chapter which requirements may be waived by the Development Review Manager if he or she finds and determines that the general intent of this Chapter is met and the subdivision otherwise complies with State law.

Requested Action:

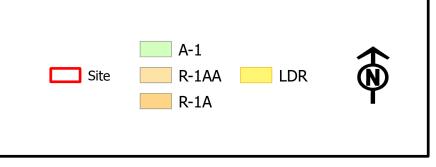
Staff requests the Board of County Commissioners approve the Birchwood Grove Minor Plat containing three (3) lots on 1.43 acres zoned R-1AA (Single-Family Dwelling District), located on the north side of Bunnell Road.

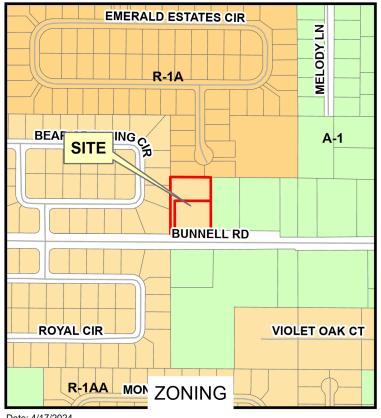


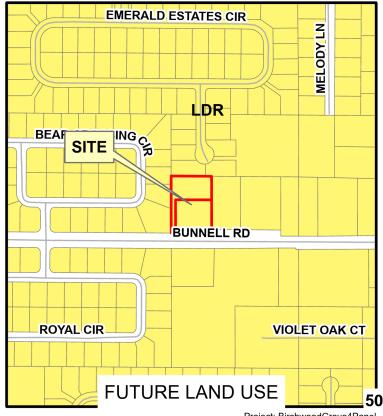


BIRCHWOOD GROVE MINOR PLAT (PZ23-55300003)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 14, 2024







BIRCHWOOD GROVE

SHEET 1 OF 2

PLAT BOOK:

PAGE:

BIRCHWOOD GROVE

A REPLAT OF A PORTION OF LOT 55, MCNEIL'S ORANGE VILLA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGES 99-101 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA SITUATED IN SECTION 20 TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

SHEET INDEX

SHEET 1 OF 2 - Legal Description, Dedications Surveyor's Notes SHEET 2 OF 2 - Boundary information, Legend and Geometry

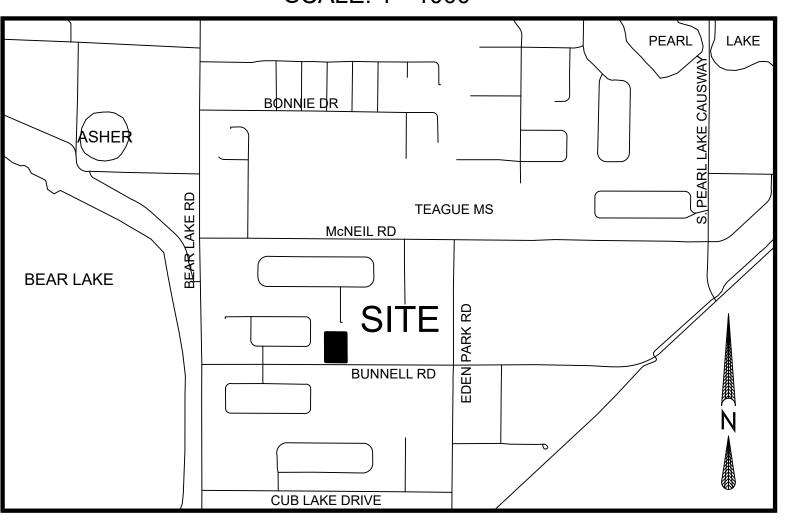
LEGAL DESCRIPTION:

A PORTION OF THE WEST 210.00 FEET OF THE SOUTH ONE—HALF (S—1/2) OF LOT 55, MCNEIL'S ORANGE VILLA, ACCORDING TO THE PLAT THEREOF AS PER PLAT BOOK 2, PAGES 99-101 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 55, THENCE NOO"12'45"W ALONG THE WEST LINE OF SAID LOT 55 A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF BUNNELL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2950, PAGE 0660 OF SAID PUBLIC RECORDS AND BEING THE POINT OF BEGINNING; THENCE CONTINUE NO0°12'45"W ALONG SAID WEST LINE A DISTANCE OF 296.68 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH ONE-HALF OF LOT 55, ALSO BEING THE SOUTH LINE OF EMERALD ESTATES AS PER PLAT BOOK 54, PAGE 78 OF SAID PUBLIC RECORDS; THENCE S89°34'25"E ALONG SAID LINE A DISTANCE OF 210.01 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID WEST 210 FEET OF LOT 55; THENCE SOO°12'45"E ALONG SAID EAST LINE A DISTANCE OF 296.37 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT OF WAY LINE OF BUNNELL ROAD; THENCE N89°39'28"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 210.01 FEET TO THE SAID POINT OF BEGINNING.

VICINITY MAP

SCALE: 1"=1000'



SURVEYOR'S NOTES TO PLAT

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 55, MCNEIL'S ORANGE VILLA AS BEARING S89°39'28"E, REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) AND DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.

2. IN ACCORDANCE WITH CHAPTER 177.091, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3. COORDINATES SHOWN ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) AND DERIVED FROM ON-SITE GLOBAL NAVIGATION SATELLITE SYSTEM OBSERVATIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.

4. IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.

5. THE EMERGENCY ACCESS EASEMENT GRANTED TO SEMINOLE COUNTY DOES NOT PLACE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY TO ENTER UPON SUBJECT PROPERTY OR TAKE ANY ACTION TO REPAIR OR MAINTAIN.

6. ALL UTILITIES ARE PRIVATE AT THIS TIME AND ARE BEING SERVICED BY PRIVATE WATER AND SEPTIC SERVICES. LOTS 2 AND 3 FUTURE WATER SERVICE WILL BE PROVIDED BY SEMINOLE COUNTY.

7. THE DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES ARE PRIVATE AND NO A/C PADS OR OTHER ENCUMBRANCES SHALL BE ALLOWED IN THE EASEMENTS.

8. THE EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2958, PAGE 1799 IS TO BE VACATED BY THIS PLAT.



NOTICE: THIS PLAT. AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MORTGAGE JOINDER AND CONSENT TO DEDICATION	My Commission Expires
IN WITNESS THEREOF, PENNYMAC LOAN SERVICES LLC, A FOREIGN LIMITED LIABILITY COMPANY has caused these presents to be signed to by the officers named below on	My Commission Expires Commission Number
Date:	QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER
PENNYMAC LOAN SERVICES LLC, A FOREIGN LIMITED LIABILITY COMPANY	THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
By: Signed	
Printed Name Title	Dated: Signed: ELLIS SURVEYS LLC LB7970 ROBERT A. ELLIS, PLS PO BOX 160952 Florida Registration No. LS3880 Altamonte Springs, FL 32716
Signed in the presence of:	Artamorte Springs, 12 32710
Witness 1:	CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR
	I have reviewed this Plat and find it to be in substantial conformity with with Chapter 177, Part 1 Florida Statutes.
Printed Name	
Witness 2:	
	Raymond F. Phillips Dated License No. LS7015
Printed Name	CERTIFICATE OF APPROVAL BY
STATE OF [] COUNTY OF [] THIS IS TO CERTIFY, That on before	THE BOARD OF COUNTY COMMISSIONERS
me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared	THIS IS TO CERTIFY, That on, the foregoing plat was approved by the Board of COUNTY Commissioners of Seminole County, Florida.
of PENNEYMAC LOAN SERVICES LLC , a FOREIGN LIMITED LIABILITY	Bv:
COMPANY acknowledges the foregoing dedication and the	By: DATE:
execution thereof to be his free act and deed for the uses and purposes therin expressed. He is personally known to me or has produced the following identification	ATTEST: D.C. Clerk of Board
·	CERTIFICATE OF CLERK OF CIRCUT COURT
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.	I HEREBY CERTIFY that I have examened the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statues, and was filed for record
NOTARY PUBLIC	on
Printed Name	as Document No
My Commission Expires	By
Commission Number	GRANT MALOY, CLERK OF THE CIRCUT COURT IN AND FOR SEMINOLE COUNTY FLORIDA

DEDICATION KNOW ALL BY THESE PRESENTS, That KIMBERLEY LOUISE SMITH and PETER RICHARD SMITH being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, dedicates the lands for Private use, and further dedicates the following herin: the 5.00' Drainage Easements shown on this Plat are to be dedicated to the owners and assigns of the lots herein, and are to be maintained by said owners and/or assigns, and emergency access to said easements is dedicated to Seminole County, but not required. IN WITNESS THEREOF, KIMBERLEY LOUISE SMITH AND PETER RICHARD SMITH have caused these presents to be signed by the officers named below on Date: _____ KIMBERLEY LOUSIE SMITH PETER RICHARD SMITH Printed Names: KIMBERLEY LOUISE SMITH PETER RICHARD SMITH Signed in the presence of: ______

Printed Name STATE OF FLORIDA COUNTY OF _____ me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared KIMBERLEY LOUISE SMITH and PETER RICHARD SMITH as OWNERS and acknowledge the foregoing dedication and the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me

IN WITNESS WHEREOF, I have hereto set my hand and seal or the above date.	ı
NOTARY PUBLIC	
Printed Name	
My Commission Expires	

or has produced the following identification

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER THIS PLAT WAS PREPARED UNDER MY DIRECTION AND

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

Printed Name

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

By:		
,	CHARMAN OF THE BOARD	DATE:
ATTE:	ST:	D.C.
	Clerk of Board	

CERTIFICATE OF CLERK OF CIRCUT COURT

as	Document	No.	
----	----------	-----	--

GRANT MALOY, CLERK OF THE CIRCUT COURT IN AND FOR SEMINOLE COUNTY, FLORIDA.

TRIM LINE FOR SEMINOLE COUNTY PLAT

\\MYCLOUDEX2ULTRA\\Public_PROJECTS 2022\\22-1138 Bunnell Rd\\DWG Files\\22-1138 Plat.dwg - Mar 05, 2024

BOUNDARY & TOPOGRAPHIC SURVEY

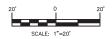
1381 BUNNELL ROAD APOPKA, FL

AS RECORDED IN P.B. 2, PG. 99 PUBLIC RECORDS OF SEMINOLE COUNTY, FL.

A PORTION OF THE WEST 210.00 FEET OF THE SOUTH ONE-HALF (S-1/2) OF LOT 55, MCNEIL'S ORANGE VILLA, ACCORDING TO THE PLAT THEREOF AS PER PLAT BOOK 2, PAGES 99-101 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 55, THENCE NOO"12'45"W ALONG THE WEST LINE OF SAID LOT 55 A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF BUNNELL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2950, PAGE 0660 OF KIGHT OF WAY OF BUNNELL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2950, PAGE 0660 OF SAID PUBLIC RECORDS AND BEING THE POINT OF BEGINNING; THENCE CONTINUE NO012'45" WALONG SAID WEST LINE A DISTANCE OF 296.68 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH ONE—HALF OF LOT 55, ALSO BEING THE SOUTH LINE OF EMERALD ESTATES AS PER PLAT BOOK 54, PAGE 78 OF SAID PUBLIC RECORDS; THENCE S893'4'25"E ALONG SAID LINE A DISTANCE OF 210.01 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID WEST 210 FEET OF LOT 55; THENCE SOO"12'45"E ALONG SAID EAST LINE A DISTANCE OF 296.37 FEET TO A POINT OF INTERSECTION WITH SAID NORTH RIGHT OF WAY LINE OF BUNNELL ROAD; THENCE N89'39'28"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 210.01 FEET TO THE SAID POINT OF





CERTIFIED TO: PETER R. SMITH KIMBERLEY L. SMITH

LEGEND:

■ (SND) SET PK NAIL AND DISK (L87970)
■ (SIRC) SET 5/6" RION ROD & CAP (L87970)
■ (SOD) SET 5/6" RION ROD & CAP (L87970)
□ (FON) FOUND NAIL AND DISK
□ (FON) FOUND RON ROD AND ADE (L87970)
□ (FON) FOUND RON ROD AND ADE (L87970)
□ (FON) FOUND TO REPORT MINIMENT
■ (FON) FOUND TO REPORT MINIMENT
■ (FON) FOUND TO REPORT MINIMENT
■ (CAP COURS
■ CALCULATED
■ CALCULATED
■ CALCULATED
■ CHORD LENGTH
■ CHORD LENGTH
■ CHORD LENGTH
■ COURS MUMBER ● PARKING COUNT

● SATALITE DISH

● CABLE MISER

← CENTER LINE

● CLAN OUT

O DRAINAGE MANHOLE

■ LECHTICAL BOX

THE ASSEMBLY

■ FIRE ASSEMBLY

■ FIRE HORBAIT

■ LIGHT POLE

■ MITERED END SECTION

■ SANTARY MANHOLE

■ MANHOLE

■ SEWER VALVE

■ SEWER VALVE

■ SEWER VALVE

■ SEWER VALVE CA - CONTROL ANNUE.

CO - CHORD LENGTH

CF - CUPYE NUMBER

CB - CHORD BEARING

CBS - CONCRETE BLOOK STRUCTURE

CBW - CONCRETE BLOOK STRUCTURE

CBW - CONCRETE BLOOK STRUCTURE

CDW - CONCRETE BLOOK STRUCTURE

CONCRETE

CONCRETE SEWER VALVE

SIGN
STOPE ELEVATION

STUBBOUT

TELEPHONE RISER

TRAFFIC SIGNAL BOX
TRANSFORMER

TRAFFIC SIGNAL BOX
TRANSFORMER

HATER METER

WATER SERVICE
WATER VALVE

WELL (M) = MEASURED

MES = MITERED END SECTION MES = MITERED BIO SECTION

NG.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)

OR = OFFICIAL RECORDS

P.G. = PAGE

P.K. = PARKER KAYLON

POB = POINT OF BEGINNING

POB = POINT OF GEOMENGEMENT

PRH = PERMANENT REFERENCE MONUMENT

R = RADUS

(R) = RECORD

R/W = REGIFT-OF-WAY

RCP = REMFORCED CONCRETE PIPE

TOB = TOP OF BANK

TOE = TOE OF SLOPE CONCRETE

SURVEYOR'S NOTES:

1. PREPARED AS A BOUNDARY & TOPOGRAPHIC SURVEY, DATE OF LAST FIELDWORK: 07/25/22,

- 2. MAP IS NOT A CERTIFICATION OF TITLE. ZONING. SETBACKS OR FREEDOM OF ENCUMBRANCES AND MAY 19 NOT IN LEXITE DATIONS OF THE CONTROL SETBALS AN ENECODING TO ENCOMBANIZED AND WAS PREPARED BY FIRST AMERICAN TITLE UNSURANCE COMPANY DATED 09/20/2022, UDATED 11/22/2023 AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
- 3. PARCEL MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
- 4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
- 5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
- THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
- 7. PARCEL LIES IN FLOOD ZONE "X", A NON-FLOOD HAZARD AREA AS SHOWN ON FEDERAL INSURANCE RATE MAP COMMUNITY PANEL 12117:0140F, DATED 09/28/2007.
- 8. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTH 25' OF LOT 55 AS ALL BEARINGS 3/MIN HERECULAR BASEL ON HERION HEREON ARE BASED UPON A SET BEARING NB3'39'28'W AS FER PLAT. ELEVATIONS SHOWN HEREON ARE BASED UPON A SET NAL AND DISK "LB970" WITH AN ELEVATION OF 112.73 AND ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 9. SOME TOPOGRAPHIC FEATURES OR SYMBOLS MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION
- 10. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY

© COPYRIGHT 2024 BY ELLIS SURVEYS LLC







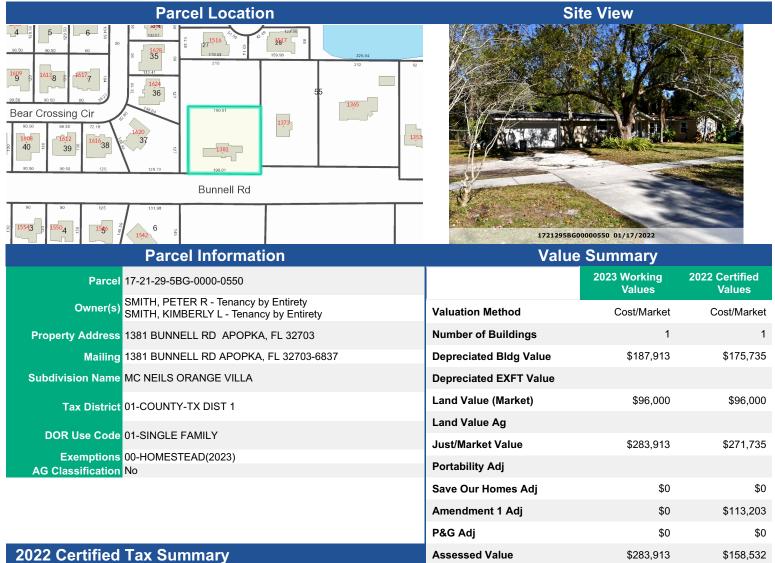


Property Record Card



Parcel 17-21-29-5BG-0000-0550

Property Address 1381 BUNNELL RD APOPKA, FL 32703



2022 Tax Amount without Exemptions 2022 Tax Bill Amount

\$3,643.45 **2022** Tax Savings with Exemptions \$899.75 \$2,743.70

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

PT LOT 55 DESC AS BEG 20 FT E OF SW COR RUN N 171.79 FT E 190.01 FT S TO A PT E OF BEG W TO BEG MC NEILS ORANGE VILLA PB 2 PG 99

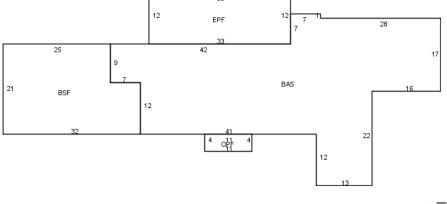
March 7, 2023 02:15 PM Page 1/3

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$283,913	\$50,000	\$233,913
SJWM(Saint Johns Water Management)	\$283,913	\$50,000	\$233,913
FIRE	\$283,913	\$50,000	\$233,913
COUNTY GENERAL FUND	\$283,913	\$50,000	\$233,913
Schools	\$283,913	\$25,000	\$258,913

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	05/09/2022	10235	1991	\$424,000	No	Improved
WARRANTY DEED	05/01/2015	08477	0580	\$204,000	Yes	Improved
WARRANTY DEED	08/01/1987	01884	0524	\$125,000	Yes	Improved
WARRANTY DEED	09/01/1980	01296	0274	\$51,000	Yes	Improved
WARRANTY DEED	09/01/1980	01296	0273	\$60,000	No	Improved

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			0.64	\$150,000.00	\$96,000

	3uildin ₍	g Inforn	nation										
#	Description	n	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF Ext Wall	Adj Value	Repl Value	Appendage	s
1	SINGLE	FAMILY	1945/1970	4	4.0	14	1,746	2,795	$_{2,751}$ SIDING GRADE	\$187,913	\$278,390	Description	Area
												BASE	396.00
						3:	3					BASE	609.00
					12	EP	F 3	12 7 7	28			OPEN PORCH FINISHED	44.00
		2	25			42	,		17		'		,



Building 1 - Page 1

^{**} Year Built (Actual / Effective)

Permits										
Permit #	Description	Agency	Amount	CO Date	Permit Date					
05835	DEMO METAL STORAGE BLDG @ NW OF PROPERTY - DEMO UNPERMITTED GARAGE ADDITION & RETURN TO ORIGINAL CO	NDITION County	\$10,000		6/13/2014					
Extra	Features									
Descripti	on	Year Built	Units	Value	New Cost					

March 7, 2023 02:15 PM Page 2/3

Zoning									
Zoning		Zoning Descr	Zoning Description		Future Land Use		Future Land Use Description		
R-1AA Low		Low Density Re	esidential	LDR		Single Far			
Utility Ir	nformat	tion							
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler	
13.00	DUKE	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUN UTILITIES	TY MON/THU	WED	WED	Advanced Disposal	
Political	Repre	sentation							
Commissioner US		US Congress	State House	5	State Senate		Voting Precinct		
Dist 3 - Lee Con	stantine	Dist 7 - Cory Mills	Dist 30 - Susan P	lasencia [Dist 9 - Jason Brodeur	39			
School	Informa	ation							
Elementary School District		trict	Middle School District		High School District				
Bear Lake		Teague Lake Brai		antley					

Copyright 2023 © Seminole County Property Appraiser

March 7, 2023 02:15 PM Page 3/3

56



Seminole County Government Development Services Department Planning and Development Division Credit Card Payment Receipt

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 3/7/2023 11:23:53 AM

Project: 23-55300003

Credit Card Number: 51*******8775

Authorization Number: 00604Z

Transaction Number: 070323C1D-E357F75C-36C5-483D-9395-D9AD4C03538B

Total Fees Paid: 1733.80

Fees Paid

Description	Amount		
CC CONVENIENCE FEE PZ	8.80		
MINOR PLAT	1725.00		
Total Amount	1733.80		



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

Agenda Memorandum

File Number: 2024-0651

Title:

Approve and authorize the Chairman to execute a Resolution establishing a temporary Special Event Permit process, including requirements pertaining to duration, signage, safety and security, insurance, effective date, and other applicable regulations. Countywide (Rebecca Hammock, Development Services Director).

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Phone Number:

Rebecca Hammock/407-665-7397

Background:

Special events often attract large crowds and may impact public health and safety, requiring appropriate regulations to ensure adequate sanitation and sewage disposal facilities, law enforcement, fire rescue personnel and equipment, parking, traffic control, crowd control, and other concerns in the interest of public safety and health.

Due to recent circumstances surrounding a special event occurring in Seminole County, Florida, staff recommends the inclusion of additional safety and security measures within the Special Event Permitting process. This Resolution establishes a temporary Special Event Permit process until it is formally ratified by the Board of County Commissioners for inclusion in the Land Development Code.

The following additions are recommended for issuance of site-specific Special Event Permits:

 The operator of a site-specific special event must obtain all required permits and authorizations from the <u>owner of the property and</u> all applicable agencies such as the Building Division, Public Works Department, Sheriff's Office, or other department or agency as needed.

File Number: 2024-0651

- Depending upon the type of special event being requested and the estimated attendance, security personnel may be required to staff the special event. A Security Plan shall be submitted by the event operator to the Planning and Development Division. The Security Plan shall include the security measures proposed to be taken (searches, metal detection, ID check, etc.), the location of these measures and the proposed number of security personnel. The Planning and Development Division will consult with the Sheriff's Office, who may provide input concerning the Security Plan. The Security Plan will be required as a condition of approval for any Special Event Permit. The cost for any such security measures shall be borne by the applicant.
- <u>Certificate of Insurance listing Seminole County, Florida, its officials, officers and employees and the Seminole County Sheriff's Office as Additional Insureds and in the types and amounts required by the County's Risk Management Division.</u>
- Indemnification. The special event permit shall contain an appropriate indemnification provision to indemnify, defend, and hold the County <u>and the</u> <u>Seminole County Sheriff's Office</u> harmless from certain acts and omissions of the Applicant or any incident resulting from the special event.
- Enforcement. Special event permit condition violations may result in immediate revocation of the permit. Permit revocations may be appealed to the Board of Adjustment in accordance with Seminole County Land Development Code Section 30.3.3. Additionally, any person who violates the conditions of a special event permit, this Resolution or fails to obtain a special event permit, may be subject to enforcement through all other applicable enforcement mechanisms available to the County including, but not limited to, the issuance of a citation pursuant to Section 53, Part 2, of the Seminole County Code; violations of this section shall be considered a Class III offense.

This Resolution establishes a temporary Special Event Permit Process, which will be formally recommended for inclusion in the Land Development Code following review and approval by the Planning and Zoning Commission and Board of County Commissioners in June 2024.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution establishing a temporary Special Event Permit process, including requirements pertaining to duration, signage, safety and security, insurance, effective date, and

File Number: 2024-0651						
other applicable regulations.						

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR ESTABLISHMENT OF A TEMPORARY SPECIAL EVENT PERMIT PROCESS INCLUDING REQUIREMENTS PERTAINING TO DURATION, SIGNAGE, SAFETY AND SECURITY, INSURANCE AND OTHER APPLICABLE REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, special events often attract a large gathering of people and may cause impacts to the public health and safety, requiring appropriate regulations to insure adequate sanitation and sewage disposal facilities; law enforcement; fire rescue personnel and equipment; parking; traffic control; crowd control; and other concerns in the interest of public safety and public health; and

WHEREAS, the Seminole County Land Development Code defines "special event" as "An occurrence or activity that exists for a limited period of time and generates temporary impacts, either at a specific location or on the community as a whole. A special event may be located on a specific property, consisting of uses or activities offered to the general public that are not contemplated in the approved site plan or other development approval, and that are generally consistent with the applicable zoning district. Such events may include, but are not limited to, those of an entertainment, cultural, recreational, educational, commercial, social or sporting nature, that occur outdoors on a site."; and

WHEREAS, due to recent exigent circumstances surrounding a special event occurring in Seminole County, Florida, the Board of County Commissioners finds it necessary to include additional safety and security measures within its special event permitting process; and

WHEREAS, the Board of County Commissioners finds that the security and safety

Resolution
Page 1 of 8

measures included herein for special event permits will help protect the health, safety and welfare of the public attending these events and those in the surrounding area.

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. Establishment of a Temporary Process for Special Event Permitting.

The Seminole County Board of County Commissioners hereby establishes the following process for issuance of site-specific special event permits:

- (a) Temporary use of designated properties for special events.
 - (1) Purpose and intent. The Board of County Commissioners finds that special events having a specific location often attract a large gathering of people and may cause impacts to the public health and safety, requiring appropriate regulations to insure adequate sanitation and sewage disposal facilities; law enforcement; fire rescue personnel and equipment; parking; traffic control; crowd control; and other concerns in the interest of public safety and public health. In adopting this Resolution, it is the intent of the Board to protect and promote the health, welfare, and safety of Seminole County citizens and visitors.
 - (2) Use restrictions and general requirements.
 - a. Special events at specific locations are subject to the permitting provisions of this Resolution. The special event permit review process is intended to mitigate impacts on surrounding land uses where such impacts were not addressed through prior development approvals on the subject property. Special events which occur on a county-wide basis rather than at a particular location are not subject to the permitting provisions of this section, except for off-premise signs.
 - b. Places of worship, public property and public and private elementary, middle and high schools shall be exempt from the

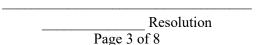
Resolution
Page 2 of 8

requirements of this Resolution provided that the following conditions are met:

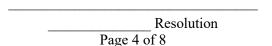
- 1. The event is occurring wholly within the subject property owned by the public entity, place of worship or school.
- 2. The event is sponsored by the applicable place of worship, public entity or school.
- 3. The event will not exceed the following numbers of participants or spectators at any given time:
 - a. East rural area: Two hundred (200) for the first acre and twenty-five (25) for each additional acre;
 - b. Other areas: Three hundred (300) for the first acre and fifty (50) for each additional acre.
- 4. The number of events is limited to twelve (12) per calendar year and no event shall be more than three (3) consecutive days.
- 5. Off-site parking may be permitted subject to any conditions recommended by the Seminole County Sheriff's Office.
- 6. The event may not have amplification of sound that may be heard beyond the property boundary and must otherwise comply with Chapter 165 of the County Code.
- 7. The place of worship, public entity or school adequately coordinates with all applicable agencies to ensure the health, safety and welfare of all attendees and Seminole County citizens and visitors.

Notwithstanding the foregoing, public and private elementary, middle and high schools which are otherwise exempt from the requirements of this Resolution shall be subject to and comply with the Seminole County Land Development Code pertaining to off-premise and on-premise signs used to announce, identify or direct attendees to a special event.

c. No site-specific special event may be permitted for more than fourteen (14) consecutive days, and no parcel of land may be permitted to have more than five (5) site specific special events in any twelve-month period, unless otherwise authorized by the Board of County Commissioners.



- d. At the end of the period for which the site-specific special event was permitted, the use of the approved location must be discontinued and all temporary structures involved must be removed and all permanent structures may be used only as permitted under applicable pre-existing development approvals.
- e. Off-premise and on-premise signs may be used to announce, identify or direct attendees to the location of a site specific special event subject to the following requirements:
 - 1. Off-premise signs. Permitted according to the provisions of Section 30.13.3(b)(2)a of the Seminole County Land Development Code.
 - 2. On-premise signs. A plan for all signs to be placed on-site, announcing or identifying the site specific special event, must be submitted with the application unless a special event application is not required. Evaluation of this plan will take into account traffic visibility; visibility of adjacent business signs and/or traffic signs and signals; disturbance to adjacent properties; and other appropriate considerations as determined by the Development Services Director. In the circumstance when a special event application is not required, the property owner shall be mindful of the foregoing considerations so as to not create a negative impact when placing on-premise signs.
- f. The sale of admission or seating tickets in excess of the approved attendance shall be prohibited.
- g. The operator of a site-specific special event must obtain all required permits and authorizations from the <u>owner of the property and</u> all applicable agencies such as the Building Division, Public Works Department, Sheriff's Office, or other department or agency as needed.
- h. Depending upon the type of special event being requested and the estimated attendance, security personnel may be required to staff the special event. A Security Plan shall be submitted by the event operator to the Planning and Development Division. The Security Plan shall include the security measures proposed to be taken (searches, metal detection, ID check, etc.), the location of these measures and the proposed number of security personnel. The Planning and Development Division will consult with the Sheriff's Office, who may provide input concerning the Security Plan. The Security Plan will be required as a condition of approval for any



Special Event Permit. The cost for any such security measures shall be borne by the applicant.

- (3) Approval.
 - a. Special events expected to draw less than two hundred (200) persons as participants or spectators at any time during the event may be administratively approved by the Development Services Director. Special events expected to draw more than two hundred (200) persons at any given time may be administratively approved by the Development Services Director or designee where they are located on developed office, commercial, or industrial sites of ten (10) acres or more and have adequate parking and other facilities to support the expected number of participants.

In approving any special event, the Development Services Director shall make a determination that the proposed event is reasonably compatible with nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors. The Development Services Director may place conditions on approval of a special event permit as needed to maintain compatibility and promote the health, safety and welfare of Seminole County citizens and visitors.

The Development Services Director may, at his or her discretion, refer any special event permit application to the Board of County Commissioners.

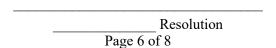
- b. Any special event exceeding the scope of those described in paragraph 3(a) above shall require approval by the Board of County Commissioners.
 - In approving any special event, the Board shall make a determination that the proposed event is reasonably compatible with nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors. The Board may place conditions on approval of a special event permit as needed to maintain compatibility and promote the health, safety and welfare of Seminole County citizens and visitors.
- (4) Application for permit. Policies and procedures regarding special event permits shall be available in the offices of the Planning and Development Division. An applicant for a special event permit shall file a written application not less than ninety (90) days prior to the proposed event. The submittal deadline may be extended by the

Resolution
Page 5 of 8

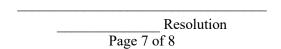
Development Services Director provided there is sufficient time to fully review the proposal.

All special event permit applications shall include the following:

- a. Application fee as may be established by the Board of County Commissioners.
- b. Name and address of applicant or contact person(s) for the event.
- c Legal description of subject property in digital word processing format.
- d. Date(s) and hours of the special event.
- e. Estimated attendance at the special event per 24-hour period.
- f. Descriptions of all performances at the event.
- g. Description of all recording and/or sound amplification equipment, signs or other attention-getting devices which will be utilized in connection with the event.
- h. Description of how security, in accordance with Section 2.a(2)(h) above, and traffic control will be provided.
- i. Any necessary licenses for the serving of food and/or beverages.
- j. Certificate of Insurance listing Seminole County, Florida, its officials, officers and employees and the Seminole County Sheriff's Office as Additional Insureds and in the types and amounts required by the County's Risk Management Division.
- k. The following information must be provided on a conceptual site plan not less than $11" \times 17"$ in size:
 - Areas for the serving of food and/or beverages.
 - Location(s) of structure(s), including any temporary shelters such as tents.
 - Points of ingress and egress to the site.
 - Location of music or other amplified noise source(s) in relation to residential areas.
 - Location of fireworks or other noise sources.
 - Location of sanitation facilities.



- Location of trash receptacles.
- Parking plan.
- Pedestrian circulation plan, including travel routes for any shuttle vehicles, demonstrating that traffic/parking areas are safely separated from pedestrians.
- Location of medical facilities if required by the Public Safety Director.
- l. Additional information as the Board or the Development Services Director may require.
- Review Process. Upon receiving a completed application, the (5) Development Services Director shall transmit relevant information to other appropriate officials including but not limited to the Building Official, the County Engineer, the Public Safety Director, the Sheriff, and the Environmental Services Director for review. Based on comments from these officials and compliance with this Resolution, the Development Services Director shall approve or deny the application pursuant to Section 2.(3)a of this Resolution, or prepare the item for presentation to the Board of County Commissioners for its consideration pursuant to Section 2.(3)b. of this Resolution. The applicant shall retain responsibility for securing all other necessary permits that may be required in addition to the Special Event Permit. Any decision of the Development Services Director with regard to any special event permit application may be appealed to the Board of County Commissioners. Such appeal must be submitted within fifteen (15) days of notification of a decision by the Development Services Director.
- (6) Indemnification. The special event permit shall contain an appropriate indemnification provision to indemnify, defend, and hold the County and the Seminole County Sheriff's Office harmless from certain acts and omissions of the Applicant or any incident resulting from the special event.
- (7) Fee waivers and refunds. Requests for fee waivers, reductions, and/or refunds shall be submitted in writing and may be granted only by the Board of County Commissioners.
- (8) Enforcement. Special event permit condition violations may result in immediate revocation of the permit. Permit revocations may be appealed to the Board of Adjustment in accordance with Seminole County Land Development Code Section 30.3.3. Additionally, any person who violates the conditions of a special event permit, this



Resolution or fails to obtain a special event permit, may be subject to enforcement through all other applicable enforcement mechanisms available to the County including, but not limited to, the issuance of a citation pursuant to Section 53, Part 2, of the Seminole County Code; violations of this section shall be considered a Class III offense.

Section 3. This Resolution will become effective upon adoption by the Board of County Commissioners and shall terminate upon adoption of an ordinance re-establishing a special event permitting process in the Seminole County Land Development Code.

ADOPTED this 14th day of May, 2024.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida	By:
Authority:	
T: thm:lem:lem:lem:lem:lem:lem:lem:lem:lem:le	

Resolution

Page 8 of 8



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

Agenda Memorandum

File Number: 2024-0532

Title:

Approve the Final Plat for the Riverside Oaks Phase 4 subdivision containing fifty-one (51) lots on 23.96 acres zoned PD (Planned Development), located on the north side of Celery Avenue, approximately ½ mile west of Cameron Avenue; (Toll Southeast LP Company, Inc., Applicant) District5 - Herr (Rebecca Hammock, Development Services Director)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Joy Giles - 407-665-7399

Background:

In accordance with Section 35.152 of the Land Development Code of Seminole County (LDCSC), the Applicant is requesting Board approval of the plat for the Riverside Oaks Phase 4 subdivision. The plat contains fifty-one (51) lots on 23.96 acres with a Low Density Residential Future Land Use designation and a PD (Planned Development) zoning classification. The Riverside Oaks PD permits a minimum lot size of 6,000 square feet, with a maximum density of 3.5 dwelling units per net buildable acre.

The internal road will be privately owned and maintained by the homeowner's association. Water and sewer will be provided by the City of Sanford.

On December 14, 2021, the Riverside Oaks PD Major Amendment Rezone from A-1 (Agriculture) to PD (Planned Development) for the subject property was approved by the Board of County Commissioners. Districts 1, 2, 3, 4, and 5 voted AYE.

In accordance with Section 35.13 of the Land Development Code of Seminole County (LDCSC), on June 1, 2022, the County's Planning and Zoning Commission reviewed and approved the Preliminary Subdivision Plan for the Riverside Oaks subdivision. The

File Number: 2024-0532

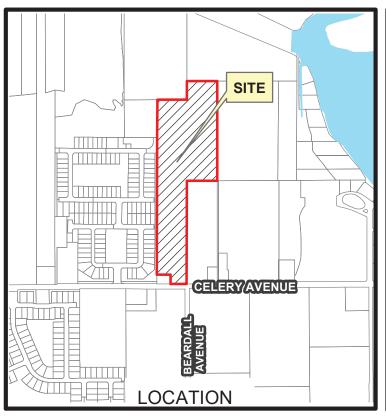
Final Engineering plans were submitted in accordance with Section 35.44 of the LDCSC and were approved on May 24, 2023.

The Applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

The plat meets all applicable requirements of Chapter 35 of the LDCSC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board of County Commissioners approve the plat for the Riverside Oaks Phase 4 subdivision containing fifty-one (51) lots on 23.96 acres zoned PD (Planned Development), located on the north side of Celery Avenue, approximately ½ mile west of Cameron Avenue.





RIVERSIDE OAKS PH 4 FINAL PLAT

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

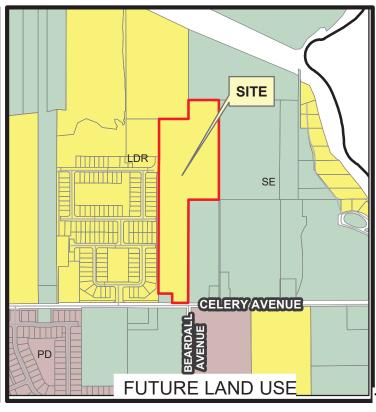
MAY 14, 2024

Site SE

LEGEND

A-1





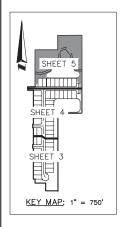
RIVERSIDE OAKS PHASE 4

A REPLAT OF A PORTION OF TRACT C, TRACT P, LOT 11, LOT 19, LOT 30 AND LOT 31 OF RIVERSIDE OAKS PHASE 1. AS RECORDED IN PLAT BOOK 86, PAGES 4 THROUGH 10. AND AN UNRECORDED PORTION OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

A REPLAT OF A PORTION OF TRACT C, TRACT P, LOT 11, LOT 19, LOT 30 AND LOT 31 OF RIVERSIDE OAKS PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 86, PAGES 4 THROUGH 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND AN UNRECORDED PORTION OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE RUN NORTH 00'04'37" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE ACCORDING TO THE SEMINOLE COUNTY ENGINEERING DEPARTMENT RIGHT OF WAY MAP 77050 AND THE POINT OF BEGINNING: THENCE RUN SOUTH 89'52'31" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 174.98 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00'03'12" EAST A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 89'52'31" WEST A DISTANCE OF 150.00 FEET TO A POINT ON THE EAST LINE OF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 00°03'12" EAST ALONG SAID EAST LINE A DISTANCE OF 56.48 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 89'56'48" WEST A DISTANCE OF 24.99 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF TRACT C OF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 0003'12" EAST ALONG SAID SOUTHERLY EXTENSION AND SAID WEST LINE A DISTANCE OF 440.00 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89'56'48" WEST A DISTANCE OF 10.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STONEBRIAR LANE OF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 00'03'12" EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89'56'48" EAST A DISTANCE OF 10.00 EET TO A POINT ON SAID WEST LINE OF TRACT C; THENCE RUN NORTH 00°03'12" EAST ALONG SAID WEST LINE A DISTANCE OF 240.00 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89'56'48" WEST A DISTANCE OF 10.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BLUFF OAK LANE OF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 00'03'12" EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89'56'48" EAST A DISTANCE OF 10.00 FEET TO A POINT ON SAID WEST LINE OF TRACT C; THENCE RUN NORTH 00'03'12" EAST ALONG SAID WEST LINE A DISTANCE OF 481.63 FEET TO THE NORTHWEST CORNER OF TRACT C AND A POINT ON THE SOUTH LINE OF TRACT POF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 89'56'48" WEST ALONG SAID SOUTH LINE A DISTANCE OF 82.00 FEET TO SOUTHWEST CORNER OF SAID TRACT P AND A POINT ON THE EAST RIGHT OF WAY LINE OF MCLAIN PRESERVE POINT OF RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 00 03 12" EAST ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID TRACT P A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 89 56 48" EAST ALONG SAID WEST LINE AND THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF SAID MCLAIN PRESERVE POINT A DISTANCE OF 107.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF SAID RIVERSIDE OAKS PHASE 1; THENCE RUN NORTH 00"03"12" EAST ALONG SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 522.88 FEET; THENCE RUN NORTH 89"52"31" EAST A DISTANCE OF 320.43 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 3 AND THE WEST LINE OF GOVERNMENT LOT 2; THENCE RUN NORTH 00"04"37" WEST ALONG SAID EAST AND WEST LINES A DISTANCE OF 203.25 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2224.20 FEET OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 89"35"39" EAST ALONG SAID NORTH LINE A DISTANCE OF 341.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 341.00 FEET OF SAID GOVERNMENT LOT 2; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°04'37" EAST ALONG SAID EAST LINE A DISTANCE OF 1104.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1104.22 FEET OF THE SOUTH 2224.20 FEET OF SAID GOVERNMENT LOT 2; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°35'39" WEST ALONG SAID SOUTH LINE A DISTANCE OF 341.01 FEET TO A POINT ON SAID EAST LINE OF GOVERNMENT LOT 3 AND SAID WEST LINE OF COVERNMENT LOT 2; THENCE RUN SOUTH 00'04'37" EAST ALONG SAID EAST AND WEST LINES A DISTANCE OF 1100.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.96 ACRES, MORE OR LESS



SYMBOL AND ABBREVIATION LEGEND

	SYMBOL AND ABBREVIATION LEGE	<u>ND:</u>				
Q.	CENTER LINE	СМ	CONCRETE MONUMENT			
PI	POINT OF INTERSECTION	CR	COUNTY ROAD			
PC	POINT OF CURVATURE	CCR	CERTIFIED CORNER RECORD			
RP	RADIUS POINT		RECOVERED MONUMENT (SEE DRAWING FOR DESCRIPTION)			
(O.A.)	OVERALL LENGTH	■ SET 4"x4" CONCRETE MONUMENT				
(N.R.)	NON-RADIAL		LB #6723 PERMANENT REFERENCE MONUMENT (PRM)			
U.E.	UTILITY EASEMENT	©	SET NAIL & DISK			
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER	-	LB #6723 PERMANENT REFERENCE MONUMENT (PRM)			
RLS	REGISTERED LICENSED SURVEYOR	•	SET NAIL & DISK			
LS	LICENSED SURVEYOR		LB #6723 PERMANENT CONTROL POINT (PCP)			
LB	LICENSED BUSINESS	D.E.	DRAINAGE EASEMENT			
ORB.	OFFICIAL RECORDS BOOK		_			
M.B.	MAP BOOK					
P.B.	PLAT BOOK					

SHFFT INDEX SHEET 1 OF 5 - LEGAL DESCRIPTION, LEGEND & DEDICATION
SHEET 2 OF 5 - NOTES
SHEET 3-5 OF 5 - LOT AND TRACT GEOMETRY

PG(S)

PAGE(S) N.T.S. NOT TO SCALE

F.A.F. FMFRGENCY ACCESS FASEMENT

S.C.E.D.M. SEMINOLE COUNTY ENGINEERING DEPARTMENT MAP



SURVEYING . MAPPING GEOSPATIAL SERVICES www.allen-company.com 16 EAST PLANT STREET WINTER GARDEN, FLORIDA 34787 (407) 654-5355 LB #6723

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON <u>SEPTEMBER 29, 2023</u> COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION: THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

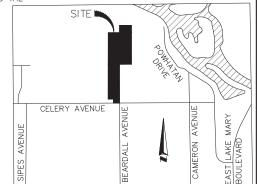
SURVEYOR'S NAME: JAMES L. RICKMAN REGISTRATION NUMBER: 5633 PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER OF LEGAL ENTITY: 6723 ALLEN & COMPANY, INC. 16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787 SHEET 1 OF 5

-20.00' REAR SETBACK 5.00' SIDE SETBACK LOT LOT STREET SETBACK 20.00' FRONT/

50.00' RIGHT-OF-WAY. TYPICAL LOT SETBACKS

VICINITY MAP:

SCALE 1" = 1500'



BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON_ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

JAY ZEMBOWER CHAIRMAN OF THE BOARD

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT TO COMPLY IN FORM WITH ALL THE REQUIREMENTS OF PART 1 OF CHAPTER 177, FLORIDA STATUTES.

RAYMOND F. PHILLIPS, LICENSE NO. LS7015,

CLERK OF THE CIRCUIT COURT, GRANT MALOY IN AND FOR SEMINOLE COUNTY, FLORIDA.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREB'	Y CERTIFY,	THAT I I	HAVE EX	AMINEL	D THE F	OREGOII	NG PLAT	AND	FIND
THAT IT	COMPLIES	IN FORI	/ WITH	THE F	REQUIRE	MENTS	OF CHA	PTER	177,
FLORIDA	STATUTES,	AND WA	S FILED	FOR I	RECORD	ON		4	2024.
FILE NO.									

ATTEST:

IPLAT BOOK PAGE

RIVERSIDE OAKS PHASE 4

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION, ("OWNER") BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT ENTITLED "RIVERSIDE OAKS PHASE 4", LOCATED IN SEMINOLE COUNTY, FLORIDA, WITHOUT DEDICATING SAID LANDS AND PLAT TO THE PUBLIC OF FOR ANY PUBLIC USE OR BENEFIT WHATSOEVER, EXCEPT AS EXPRESSLY STATED HEREIN, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PUPPOSES HEREIN EXPRESSLE) TRACT W (PRIVATE RIGHT OF WAY) AND TRACTS S AND T (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY THE RIVERSIDE OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("ASSOCIATION"); THE PRIVATE ROADWAYS CONTAINED WITHIN TRACT W SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

NOT-FOR-PROFIT CORPORATION ("ASSOCIATION"); THE PRIVATE ROADWAY'S CONTAINED WITHIN TRACT W SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

SAID PRIVATE ROADWAY'S ARE NOT REQUIRED FOR COUNTY USE AND ARE ASSOCIATION.

SAID PRIVATE A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, AND PASSAGE OVER AND UPON SUCH ROADS AND THEIR ASSOCIATION TO THE OWNERS OF ALL LOTS SHOWN HEREON AND THEIR RESPECTIVE TEMANTS, GUESTS AND INVITEES, AND TO ALL PRIVATE ENTITIES AND PUBLIC AGENCIES PROVIDING MAIL, UTILITY, FIRE PROTECTION, LAW ENFORCEMENT, EMERGENCY MEDICAL, AND OTHER GOVERNMENTAL SERVICES, INCLUDING THE UNITED STATES POSTAL SERVICE AND SEMINOLE COUNTY; AND HEREON DEDICATES TO THE ASSOCIATION ALL EASEMENTS SHOWN HEREON, OTHER THAN UTILITY EASEMENTS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS, HALL RUN ONLY IN FAVOR OF THE ASSOCIATION AND ALL PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN HEREON, OTHER THAN UTILITY EASEMENTS, USED TO THE ASSOCIATION AND THEIR PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN HEREON, OTHER THAN UTILITY EASEMENTS SHOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS SHOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS SHOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS HOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS HOWN ON THIS PLAT, OTHER THAN UTILITY EASEMENTS HOWN ON THIS PLAT, OTHER OWNERS OF THE LOTS SHOWN HEREON, OTHER THE LANDS DESIGNATED ON THIS PLAT AS TRACT W (PRIVATE RIGHT OF WAY) AND TRACTS U AND V (STORMWATER) ARE NOT REQUIRED FOR PUBLIC USES AND INVITEES.

THE LANDS DESIGNATED ON THIS PLAT AS TRACT W (PRIVATE RIGHT OF WAY) AND TRACTS U AND V (STORMWATER) ARE NOT REQUIRED FOR PUBLIC USEX, TOWNER DOES HEREBY GRANT TO SEMINOLE COUNTY THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS FOR SOVER AND ACROSS ALL OF THE PRIVATE STREETS SHOWN AND DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF ADJACENT LANDS, AND THEIR PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED SATTES POSTAL SERVICE AND PERPE

MERGENCY ACCESS. PRAINAGE EASEMENTS NOTED HEREON ARE DEDICATED TO AND OWNED AND DRAINAGE EASEMENTS NOTED HEREON ARE DEDICATED TO AND OWNED AND MAINTAINED BY THE ASSOCIATION AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEM AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE TO RAINAGE AND STORMWATER SYSTEM. A NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, THROUGH AND ACROSS TRACT WE REPLATE OR REPLATE OR REPURITE FIRST SHOWN ON A NON-EXCLUSIVE EASEMENT OVER, OUDER, DUTON, THROUGH AND ACROSS TRACT W (PRIVATE RIGHT OF WAY) AND ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO AND FOR USE BY ALL PUBLIC UTILITIES PROVIDERS INCLUDING CABLE SERVICE PROVIDERS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THEIR RESPECTIVE UTILITY FACILITIES WHICH SERVICE THE LANDS ENCOMPASSED RY THIS PLAT

THE 45.00' RIGHT OF WAY DEDICATION (TRACT RW) SHOWN HEREON HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

WITNESS WHEREOF, THE UNDERSIGNED, TOLL SOUTHEAST LP COMPANY, NC., A DELAWARE CORPORATION, HAS CAUSED THESE PRESENTS TO BE XECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO

SIGNATURE OF WITNESS:	TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION
PRINTED NAME OF WITNESS:	BY:PRINTED_NAME:
SIGNATURE OF WITNESS:	TITLE:

PRINTED NAME OF WITNESS:

STATE OF FLORIDA.

THE FOREGOING INSTRUMENT WAS ACKNOWED DEED REFORE ME BY MEANS OF (1) PHYSICAL PRESENCE OR () ONLINE NOTARIZATION
THIS
AS

DELAWARE CORPORATION, ON BEHALF OF SAID CORPORATION. SAID PERSON
THIS
AS

DELAWARE CORPORATION, ON BEHALF OF SAID CORPORATION. SAID PERSON

SIGNATURE OF NOTARY PUBLIC
RINTED NAME OF NOTARY PUBLIC
IOTARY RUBUIC IN AND FOR THE STATE OF FLORIDA

COMMISSION NUMBER: Y COMMISSION EXPIRES: ___

RIVERSIDE OAKS PHASE 4

SHEET 2 OF 5

PLAT BOOK ___ PAGE

A REPLAT OF A PORTION OF TRACT C, TRACT P, LOT 11, LOT 19, LOT 30 AND LOT 31
OF RIVERSIDE OAKS PHASE 1 AS RECORDED IN PLAT BOOK 86, PAGES 4 THROUGH 10, AND
AN UNRECORDED PORTION OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

SURVEYOR'S NOTES:

- 1. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- 2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 31 EAST, BEING NORTH 89'52'31" EAST.
- 3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY IS SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 4. THE UTILITY EASEMENTS DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO THE RIVERSIDE OAKS HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION") AND SEMINOLE COUNTY, AND THE PROVIDERS OF THE PUBLIC UTILITIES. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINES, TELEPHONE LINES, AND CABLEVISION LINES.
- . ALL LOTS SHOWN HEREON SHALL HAVE A FIVE (5) FOOT SIDE YARD DRAINAGE AND UTILITY EASEMENT. AIR CONDITIONING UNITS, POOL EQUIPMENT, WATER SOFTENERS AND SIMILAR FACILITIES SHALL NOT BE PERMITTED WITHIN THE DRAINAGE EASEMENT
- 6. THE DRAINAGE EASEMENTS NOTED HEREON ARE DEDICATED TO, OWNED AND MAINTAINED BY THE ASSOCIATION. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEM AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OF LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORMWATER SYSTEM. THERE IS A DRAINAGE EASEMENT OVER THE ENTIRETY OF TRACT T.
- 7. PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
- 8. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY, FLORIDA, TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
- 9. THE STATE PLANE COORDINATE VALUES SHOWN HEREON ARE BASED UPON NAD83 US FOOT, FLORIDA STATE PLANE EAST ZONE, AND ARE FOR GIS PURPOSES, AND NOT TO BE USED TO RECREATE THE BOUNDARY OF SAID PLAT.
- 10. TRACTS S AND T (OPEN SPACE) SHALL BE OWNED BY THE ASSOCIATION AND MAINTAINED ACCORDING TO THE DECLARATION.
- 11. TRACT W (PRIVATE RIGHT OF WAY) IS PRIVATE RIGHT OF WAY AND SHALL BE OWNED BY THE ASSOCIATION AND MAINTAINED ACCORDING TO THE DECLARATION.
- 12. TRACT R (CONSERVATION), ADJOINING UPLAND BUFFERS AND THE CONSERVATION EASEMENT SHOWN HEREON SHALL BE OWNED BY THE ASSOCIATION AND MAINTAINED ACCORDING TO THE DECLARATION. THE REMOVAL OF VEGETATION WITHIN THE EASEMENT IS PROHIBITED UNLESS APPROVAL FROM SEMINOLE COUNTY IS GRANTED TO REMOVE DEAD OR DAMAGED VEGETATION THAT POSES A HAZARD OR APPROVAL IS GRANTED TO REMOVE EXOTIC OR NUISANCE VEGETATION. ALL DEVELOPMENT RICHTS WITHIN THE EASEMENT ARE GRANTED TO SEMINOLE COUNTY. NO SOIL EXCAVATION, FILL, OR REMOVAL WITHIN THE EASEMENT SHALL BE PERMITTED. CONSTRUCTION ACTUITY WITHIN THE EASEMENT SHALL BE DEMITTED. CONSTRUCTION ACTUITY WITHIN THE EASEMENT SHALL BE DEMITTED. TO A FEET IN WIDTH, AND THEIR STRUCTURAL PIERS; AND PERMISSION FROM SEMINOLE COUNTY SHALL BE REQUIRED.
- 13. VEHICULAR ACCESS RIGHTS TO TRACT S (OPEN SPACE) ARE DEDICATED TO SEMINOLE COUNTY THROUGH THE COUNTY SPECIFICALLY FOR EMERGENCY ACCESS.
- 14. TRACTS V AND U (STORMWATER) SHALL BE OWNED BY THE ASSOCIATION AND MAINTAINED ACCORDING TO THE DECLARATION.
- 15. ACCORDING TO THE FIRST AMERICAN TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT FATIC FILE NO.: 110108608 DATED DECEMBER 12, 2023. THE FOLLOWING DOCUMENTS AFFECT THE SUBJECT PROPERTY AND ARE BLANKET IN NATURE UNLESS OTHERWISE STATED.

RIVERSIDE OAKS PHASE 1 PLAT RECORDED IN PLAT BOOK 86, PAGES 4 THROUGH 10, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

RIGHT-OF-WAY EASEMENT PERPETUAL IN FAVOR OF THE UNITED STATES OF AMERICA RECORDED IN DEED BOOK 145, PAGE 491, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 8749, PAGE 387, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY DEVELOPMENT ORDER ADDENDUM #1 TO THE RIVER RIVERSIDE OAKS PLANNED DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 9738, PAGE 275, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

RIVERSIDE OAKS PLANNED DEVELOPMENT DEVELOPER'S COMMITMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 8757, PAGE 264, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ADDENDUM #1 TO RIVERSIDE OAKS PLANNED DEVELOPMENT DEVELOPER'S COMMITMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9738, PAGE 268, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ANNEXATION RECORDED IN OFFICIAL RECORDS 9198, PAGE 449, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 9421, PAGE 978, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 9459, PAGE 830, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RIVERSIDE OAKS RECORDED IN OFFICIAL RECORDS IN BOOK 965, PAGE 164, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SUPPLEMENTAL RECORDED IN OFFICIAL RECORDS BOOK 9957, PAGE 677, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SUPPLEMENTAL RECORDED IN OFFICIAL RECORDS BOOK 9992, PAGE 943, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 10265, PAGE 679, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 10395, PAGE 1729, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

TEMPORARY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 9459, PAGE 836, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (TERMINATED UPON RECORDING OF PHASE 1)

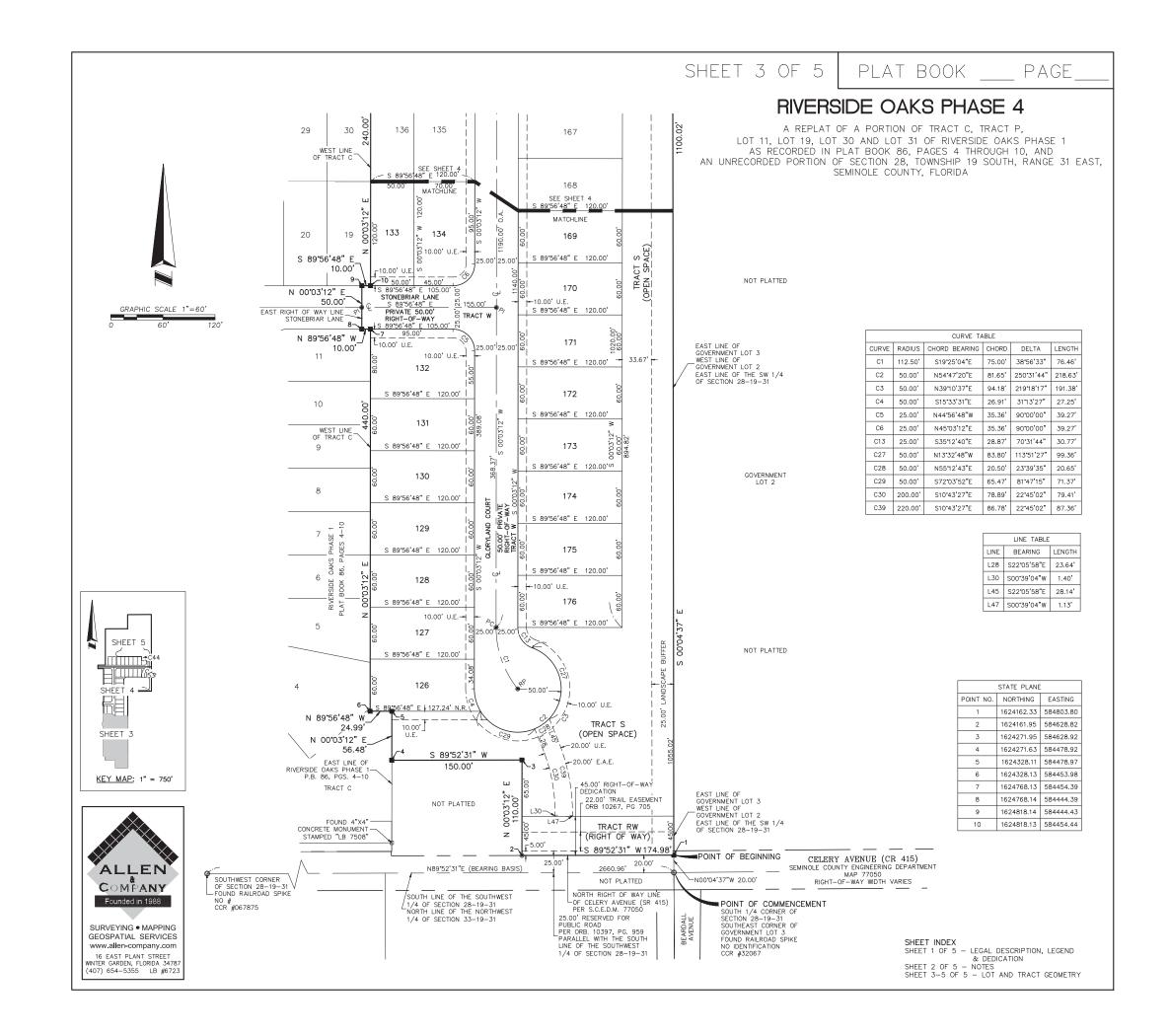
IRREVOCABLE LICENSE AGREEMENT FOR USE OF COMMON AREA RECORDED IN OFFICIAL RECORDS BOOK 10039, PAGE 1081, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY, CANNOT BE GRAPHICALLY SHOWN)

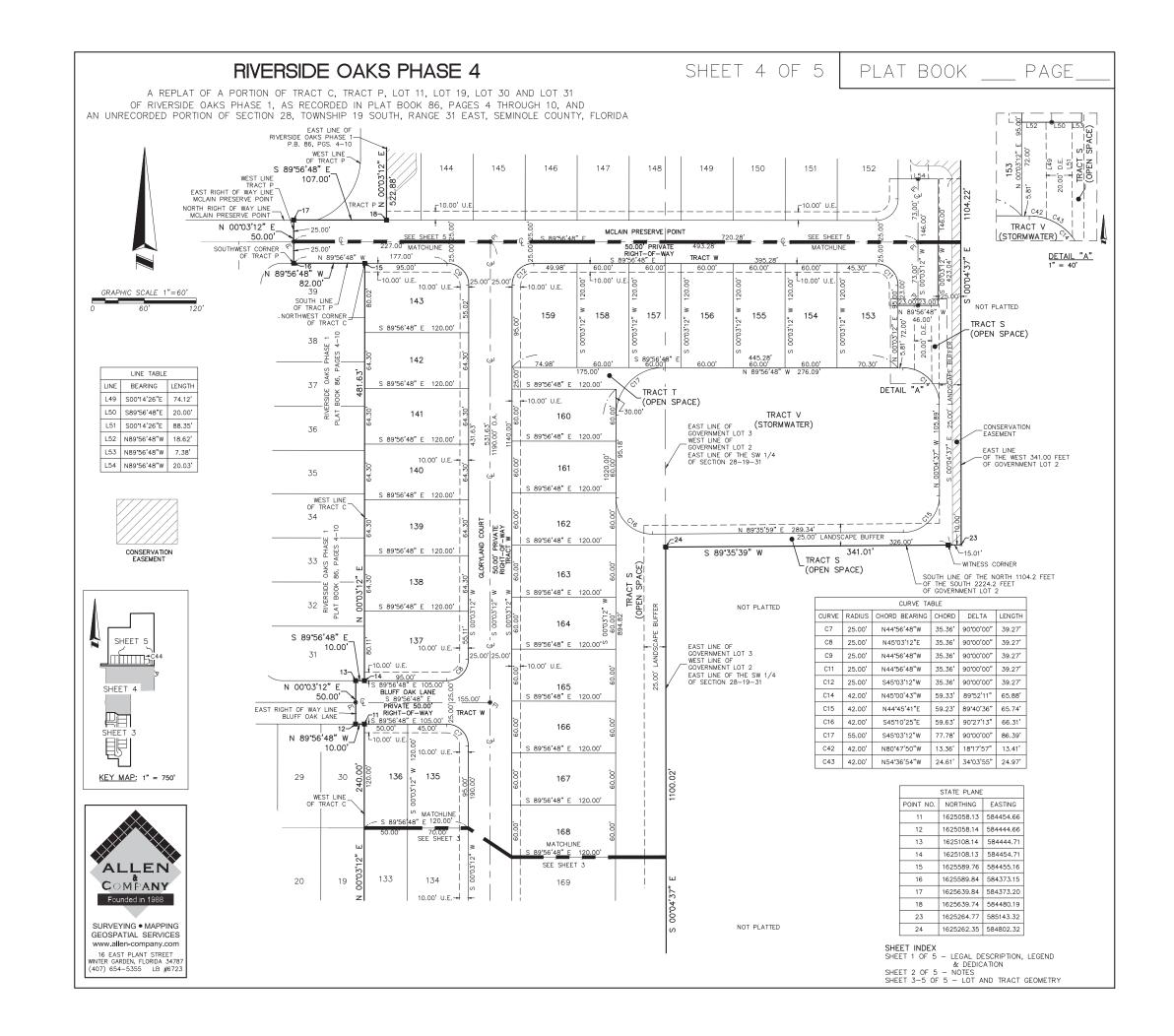
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 10239, PAGE 1975, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

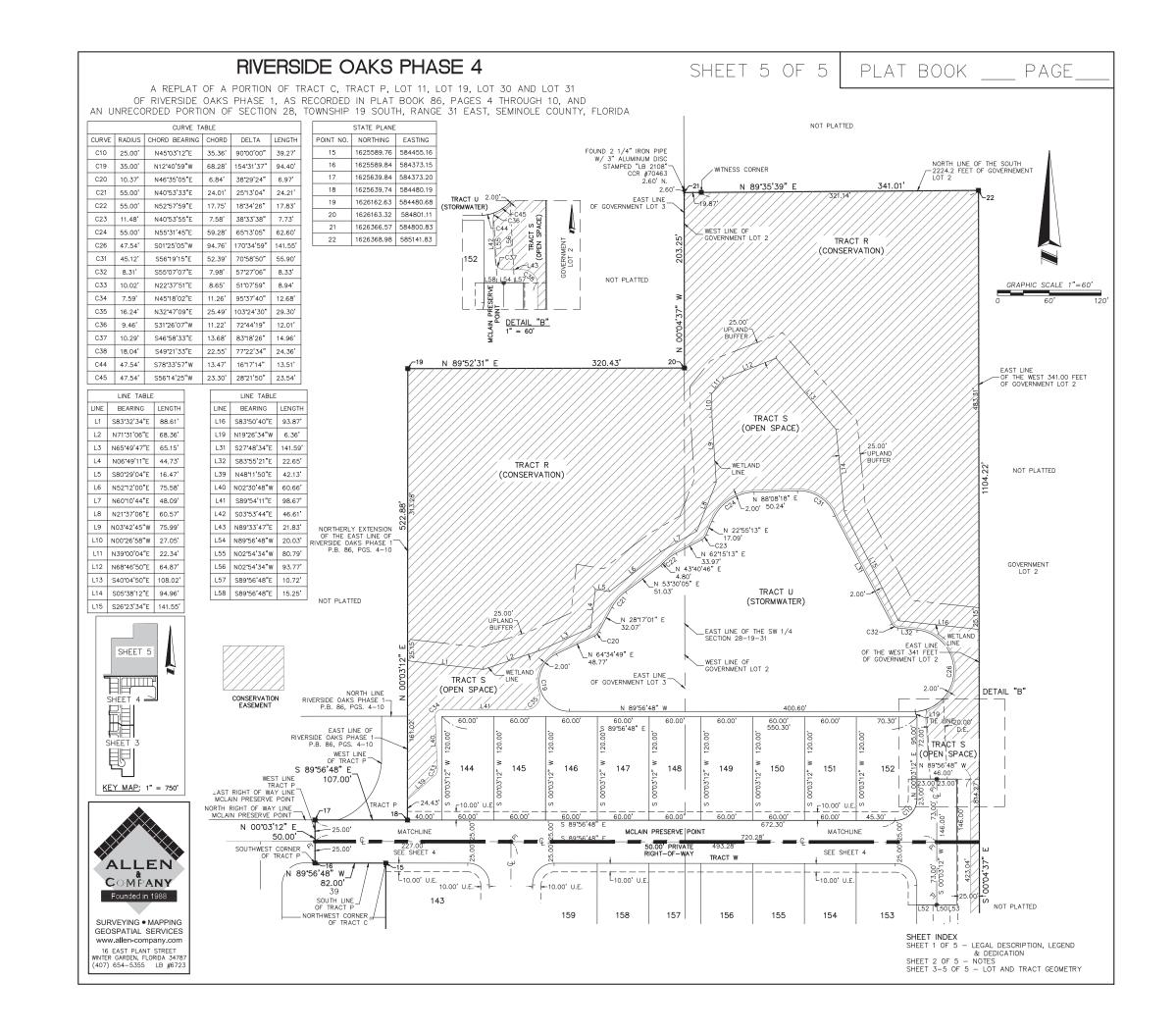
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 10488, PAGE 1691, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



SHEET INDEX SHEET 1 OF 5 — LEGAL DESCRIPTION, LEGEND & DEDICATION SHEET 2 OF 5 — NOTES SHEET 3-5 OF 5 — LOT AND TRACT GEOMETRY









SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0599

Title:

Approve and authorize the chairman to execute a Resolution naming an Unnamed Right of Way to Homestead Cove in Geneva, Florida 32732. District2 - Zembower (Alan Harris, Emergency Management Director)

Division:

Emergency Management - Addressing

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Amy Curtis/407-665-5191

Background:

Per Sections 336.05, Florida Statutes (2023) & Chapter 90 of the Seminole County Land Development Code, the Seminole County Board of County Commissioners may name and rename streets and roads.

The adoption of this Resolution will result in two vacant properties address assignment, all other abutting property addresses are not affected.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Resolution naming the segment of Unnamed Right of Way to Homestead Cove.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION PROVIDING FOR NAMING OF A STREET FROM UNNAMED RIGHT OF WAY TO HOMESTEAD COVE IN GENEVA, FLORIDA 32732; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the authority contained in Sections 336.05, Florida Statute (2023) and Chapter 90 of the Seminole County Land Development Code, the Seminole County Board of County Commissioners may name and rename streets and roads; and

WHEREAS, the Seminole County Board of County Commissioners has deemed it appropriate to name Unnamed Right of Way to Homestead Cove for consistency throughout County records; and

WHEREAS, the segment of Unnamed Right of Way to be named is wholly located within unincorporated Seminole County jurisdiction; and

WHEREAS, the proposed street name of Homestead Cove meets the standards for naming a street as required by Section 90.6 of the Seminole County Land Development Code; and

WHEREAS, this change is consistent with the overall County plans for street renaming, naming, addressing and the 911 system; and

WHEREAS, adoption of this Resolution will result in two vacant properties address assignment, all other abutting property addresses are not affected; and

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

> Street Renaming Resolution: Unnamed Right of Way to Homestead Cove (Geneva 32732) Page 1 of 3

Section 1. Pursuant to Section 90.8 of the Seminole County Land Development Code, the segment of Unnamed Right of Way, as generally shown on the attached Exhibit "A" and as described below, is hereby named **HOMESTEAD COVE**:

"Lake Harney Acrettes," Plat Book 11, Page 34, depicting Unnamed Right of Way abutting Block E lots 4 - 11, 3 & Block D lot 15 and the unplatted parcels 3C and 4.

Section 2. This Resolution will become effective upon adoption by the Seminole County Board of County Commissioners.

ADOPTED this	day of	, 2024.
ATTEST:		BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
		By:

JAY ZEMBOWER, Chairman

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

Attachment:

Exhibit A - Map

Authority: Chapter 90, Seminole County Land Development Code (2023)

NJB/kly 4/16/24

T:\Users\Legal Secretary CSB\Addressing IN NETDOCS\2024\Reso-Street Name Change 'Homestead Cove' April16(24).docx

Street Renaming Resolution:
Unnamed Right of Way to Homestead Cove (Geneva 32732)
Page 2 of 3

EXHIBIT A

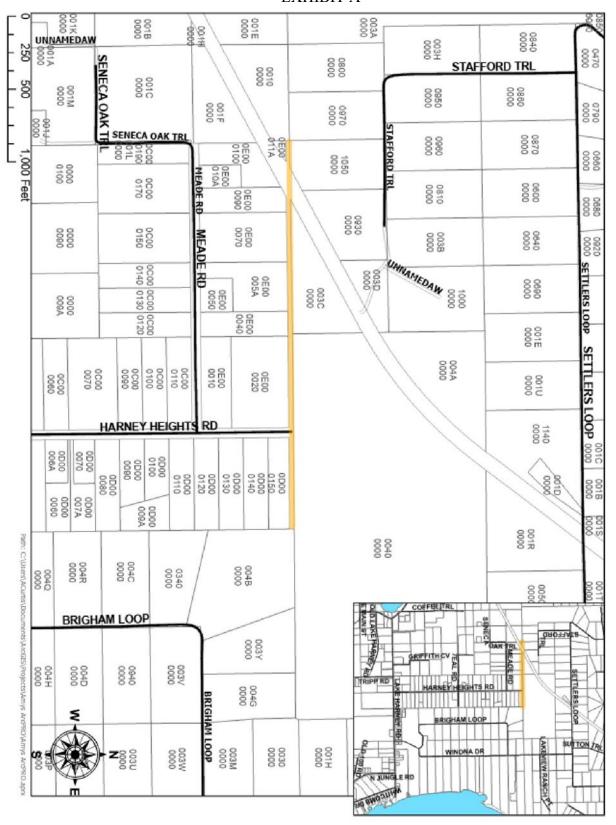
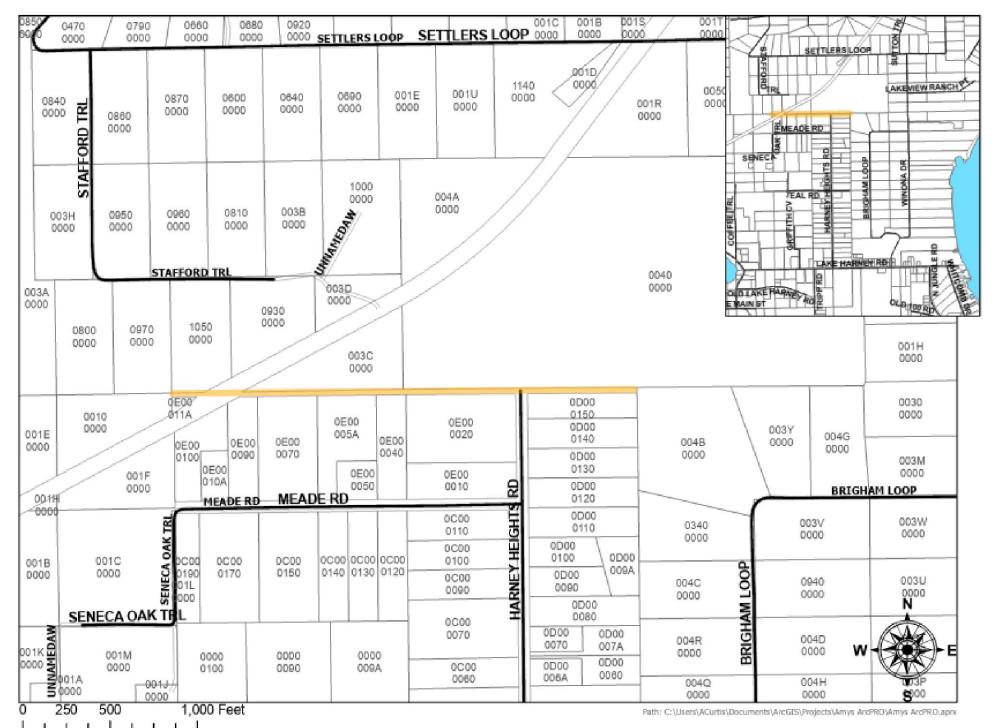


Exhibit A - Map Page 3 of 3

Unnamed ROW To Homestead Cove

Unnamed ROW To Homestead Cove



Icake Harney Acrettes

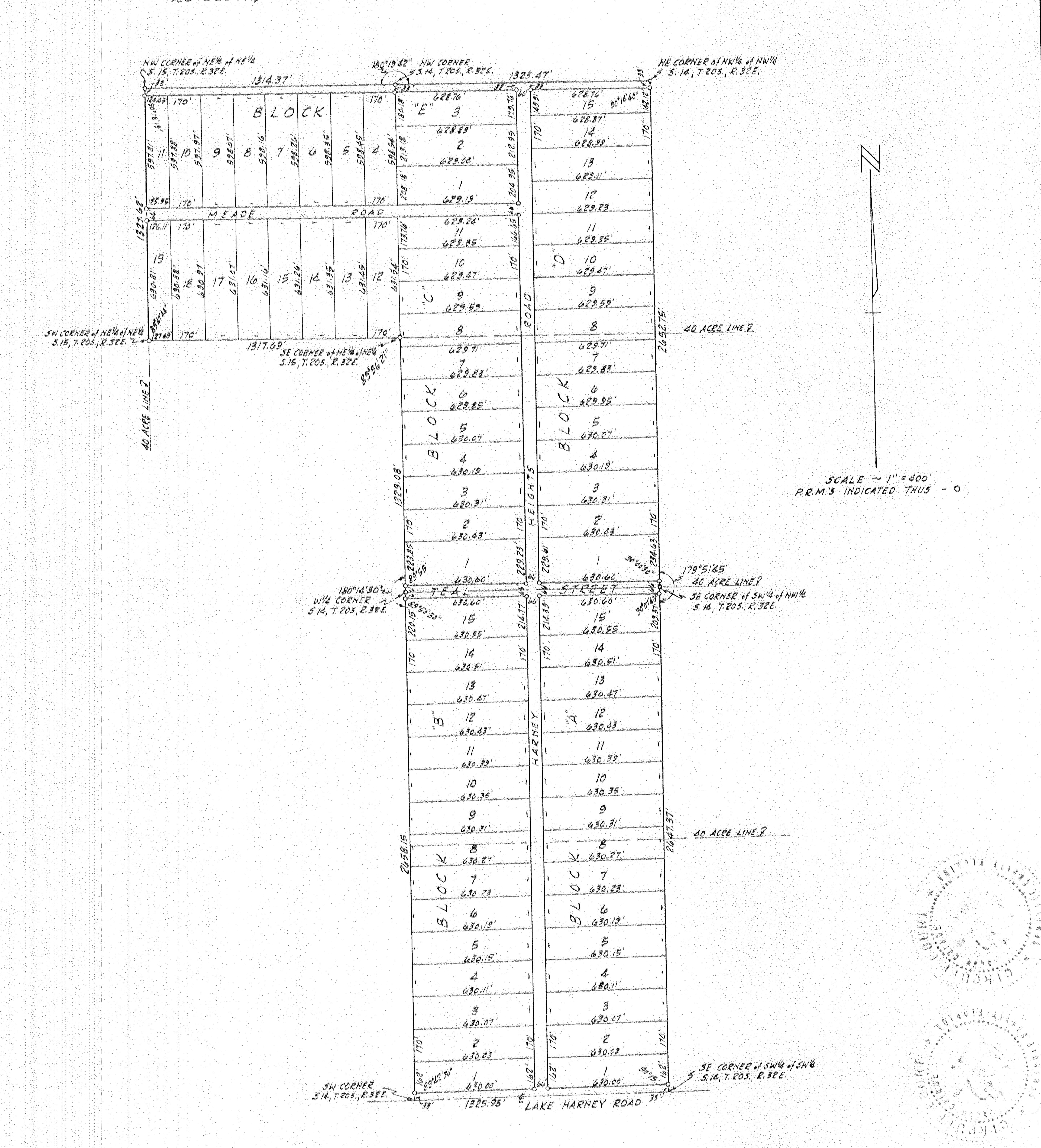
Seminale Caunty, Florida

DESCRIPTION

THE WEST GOF SECTION IN TOWNSHIP 20 SOUTH, RANGE 32 EASTS

AND THE NORTHEAST GOF THE NORTHEAST GOF SECTION 15, TOWNSHIP

20 SOUTH, RANGE 32 EAST.



JOB * 3820

PLAT BOOK // AND PAGE 3/4

DE DE DE LOS ANTES DE LOS DELOS DE LOS DELOS DE LOS DELOS DE LOS DE LOS DE LOS DE LOS DE LOS DE LOS DELOS DE LOS DE LOS DELOS DEL

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the

shown hereon to the

The state of the s

perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on MAY 3, 1957

Y COMMENT OF THE SIDE OF THE S

Attest:

Concell/X/CSECETARY/

Signed and sealed in the presence of:

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on MAY 3, 1957

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared \mathcal{GARY} \mathcal{Z} .

GARAPIC and DONALD H. DOWNEY

respectively President and SECRETARY

of the above named corporation incorporated under the laws of the State of *FLORIDA*, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of

severally acknowledged the execution thereof to be their tree act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

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

Can man Coult

NOTARY PUBLIC

My Commission Expires c/c/12 20, 1958,

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS. That the undersigned, being a licensed and registered land surveyor, does hereby certify that on

May 1,1957 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in

Semmole County, Florida. Dated May 3, 1957

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on MAY 21, 1957 the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

The Board.

ATTEST:

(M) Clerk of the Board.

CERTIFICATE OF CLERK

CLERK OF THE CIRCUIT COURT IN AND FOR SEMINOLE COUNTY, FLORIDA

Select Year: 2023 ✔ Go

The 2023 Florida Statutes (including Special Session C)

Title XXVI
PUBLIC TRANSPORTATION

Chapter 336
COUNTY ROAD SYSTEM

View Entire Chapter

336.05 Naming of county roads; recording.—

- (1) The commissioners are authorized to name and rename streets and roads, except state roads designated by number by the department, lying outside the boundaries of any incorporated municipality.
- (2) The commissioners are authorized to refuse to approve for recording in accordance with chapter 177 any map or plat of a subdivision when recording of such plat would result in duplication of names of streets or roads or when such plat, in the opinion of the commissioners, will not provide adequate and safe access or drainage.

 History.—s. 45, ch. 29965, 1955; s. 2, ch. 57-776; s. 70, ch. 84-309.

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SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0570

Title:

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC., and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024. Countywide (Kim Ornberg, Environmental Services Director)

Division:

Environmental Services - Solid Waste Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2023 to September 30, 2024. The firm submitted a timely franchise renewal application and appropriate application fees. The above listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation to the County.

Concurrently with this renewal certificate, the County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

Requested Action:

File Number: 2024-0570

Staff requests the Board of County Commissioners approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC. and a Renewal of the Non -Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024.

J J'S WASTE & RECYCLING, LLC

ENVIRONMENTAL SERVICES DEPARTMENT



SOLID WASTE MANAGEMENT DIVISION

Company Name: JJ's Waste & Recycling, LLC

Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Street Address: 3905 El Rey Roa	ad
City, State & Zip: Orlando, FL 328	08
Type of Operation: Commercial Hau	ıler
from October 1,2023 through Septeml	ction of Commercial Solid Waste Certificate is valid oer 30, 2024 and is applicable to the named tion of Commercial Collection Service in the
ATTEST:	Board of County Commissioners Seminole County, Florida
Grant Maloy Clerk to the Board of County Commissioners of Seminole County, Florida	By: Jay Zembower, Chairman Date: As authorized for execution by the Board of County Commissioners at their, 20, regular meeting.



Exhibit "C" Seminole County Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Contractor (as listed with Florida Department of State Division of Corporations)

October 1 2023 - September 30 2024

	5 - September 30, 2024
Yea	rs of Service
The following items are required to process the App Complete all items below, and attach additional shapes	
Date: 8/31/2023	
Company Name: JJ's Waste & Recyc	cling
Company Address: 3905 El Rey Road	
City, Sate, and Zip Code: Orlando, FL 32808	
Designated Agent Name: Darrell Corbett	
Local Telephone Number: 407-298-3932	Fax Number: N/A
Email Address: darrell.corbett@jjsw	aste.com
The Contractor shall provide the County with the fo 1. X Completed, Signed, and Notarized Fo 2. Vehicle Equipment List – Include the Model, Vehicle Type, License Tag Nu	orm – Exhibit "C" following information for each truck: (Year, Make,
	ne following information for each container: (Type,
X Certificate of Insurance	
A non-refundable Application Fee and a per Vehicle	Fee based on the current Solid Waste Rate
Resolution must be submitted with this form. 5. X Application/Annual Renewal fee (\$	100.00)
6 Per Vehicle Fee (\$20.00) - Decals will	be issued for each vehicle: (Vehicles without decals
	I solid waste in unincorporated Seminole County.
Statement of Certification:	
I certified that	will abide by the terms and
conditions of the Agreement.	
	Darran Conson
-4	Designated Agent – Print Name Designated Agent – Signature Date
State of Floridar	Dosignation right Cigitature Date
of Orange	
Acknowledged this 31st day of	August Month, 20 23
111	0
Signature of Notary Public, State of Florida	-
Personally Known to Me	Notary Seal
Produced Identification	MIKE MCGRATH
	Notary Public, State Of Florida
	Commission No. HH 102885 My Commission Expires: 3/10/2025

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA COUNTY OF ORANGE

COMES NOW. <u>Darrell Corbett</u> , being first duty sworn, who Deposes and say:
(1) That he is the <u>Vice President, V.P</u> , an officer
of _JJ's Waste & Recycling corporation existing
under the laws of the State of <u>Florida</u>
(2) That he is authorized to execute the Non-Exclusive Franchise Agreement on behalf of the above-named corporation; and
(3) That this Affidavit is made to induce Seminole County to issue a Non-Exclusive Franchise Agreement for commercial solid waste collection services to the above- named corporation.
FURTHER AFFIANT SAYETH NAUGHT JJ's Waste & Recycling, LLC. Darrell Corbett, V.P.
The following Affidavit was signed, acknowledged, and sworn to by <u>Darrell Corbett</u>
before me this <u>31st</u> day of <u>August</u>

Notary Public, State of Florida

My commission expires: 3/10/2025

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT is made and entered into between SEMINOLE COUNTY, a

charter county and political subdivision of the State of Florida, whose address is 1101 East 1st

Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" (subsequent

references in this Agreement to "Seminole County" in upper and lower case mean the geographic

area of COUNTY) and JJ'S WASTE & RECYCLING LLC, a Foreign Limited Liability

Company, whose address is 3905 El Rey Road, Orlando, Florida 32808, in this Agreement referred

to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR collects and transports Commercial Solid Waste generated

in areas of unincorporated Seminole County; and

WHEREAS, COUNTY desires to ensure that such activities are performed by a competent

and qualified contractor in accordance with applicable federal, state, and local laws and consistent

with the public interest; and

WHEREAS, CONTRACTOR is competent and qualified to provide Commercial Solid

Waste Collection Services and desires to provide its collection and transporting services within

unincorporated Seminole County according to the terms and conditions stated in this Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants contained in this

Agreement and other good and valuable consideration, the receipt and sufficiency of are hereby

acknowledged, the parties agree as follows:

Definitions. The following definitions apply to this Agreement: Section 1.

> Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 1 of 36

(a) "Agreement" means this Non-Exclusive Franchise Agreement and all written

amendments to it.

(b) "Biological Waste" means waste that causes or has the capacity of causing disease

or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and

other wastes capable of transmitting pathogens to humans or animals, or as may be further defined

by regulation of either the Florida Department of Health or the Florida Department of

Environmental Protection.

(c)

"Biomedical Waste" means any solid or liquid waste which may present a threat

of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body

fluids from humans and other primates; laboratory and veterinary wastes which contain human

disease-causing agents; and discarded sharps. "Biomedical Waste" also includes the following:

(1) Used, absorbent materials saturated with blood, blood products, body fluids,

or excretions or secretions contaminated with visible blood; and absorbent materials saturated with

blood or blood products that have dried.

(2) Non-absorbent, disposable devices that have been contaminated with blood,

body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated

by an approved method.

(d) "Bulky Waste" means any non-vegetative tangible item such as furniture,

mattresses, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors

such as but not limited to cars, trucks, motorcycles, and boat motors), or similar items not having

a useful purpose to the owner or abandoned by the owner and having a large size or weight that

precludes disposal by normal methods.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 2 of 36

"Collection" means the process whereby Commercial Solid Waste is removed (e)

from the location where it is generated and transported to a COUNTY Designated Disposal

Facility.

"Commercial Container" means any open top or compactor roll-off box that is (f)

used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle

that is designed or intended to be mechanically or manually dumped into a loader-packer type

truck.

"Commercial Solid Waste" means Garbage, Bulky Waste, Trash, or Yard Waste (g)

that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste,

Trash, and Yard Waste generated by or at commercial businesses including, but not limited to,

stores, offices, restaurants, warehouses, governmental and institutional office buildings,

agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums,

apartments, other buildings, and parcels of property that have more than four (4) Residential Units

under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid

Waste does not include any material that is Special Waste or Recovered Materials.

"Commercial Solid Waste Collection Service" means the collection and disposal, (h)

or recycling, of waste generated by a commercial property, which service CONTRACTOR

provides for a fee.

"Construction and Demolition Debris" (abbreviated in this Agreement as (i)

"C&D") means materials generally considered to be non-water soluble and non-hazardous in

nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum

wallboard, and lumber from the construction or destruction of a structure as part of a construction

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 3 of 36

or demolition project. Combining waste other than C&D with C&D will cause the combined waste

to be classified as other than C&D.

(j) "Contract Administrator" means COUNTY's Environmental Services Director

or his or her designee with the authority to administer and monitor the provision of services under

this Agreement.

(k) "Customer" means a person in unincorporated Seminole County that obtains

Commercial Solid Waste Collection Service from CONTRACTOR.

(1) "Designated Disposal Facility" means the management facility designated by

COUNTY for receiving Commercial Solid Waste in accordance with this Agreement.

(m) "Garbage" means all kitchen and table food waste, animal waste, or vegetative

waste, waste that is attendant with or results from the storage, preparation, cooking, or handling of

food materials. Garbage does not include any material that falls within the definition of Special

Waste.

(n) "Garbage Cart" means any commonly available Solid Waste receptacle made of

light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at

the other, furnished with a closely fitted top or lid and one or more handles, and has a capacity of

at least 64 gallons.

(o) "Hazardous Waste" means waste or a combination of wastes, which, because of

its quantity, concentration, physical, chemical, or infectious characteristics, may cause, or

significantly contribute to, an increase in mortality or an increase in serious irreversible or

incapacitating reversible illness or may pose a substantial present or potential hazard to human

health or the environment when improperly transported, disposed of, stored, treated or otherwise

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 4 of 36

managed. Hazardous Waste is regulated by the State of Florida, Department of Environmental

Protection pursuant to Chapter 62-730, Florida Administrative Code.

"Industrial Solid Waste" means Solid Waste generated by manufacturing or

industrial processes that is not a Hazardous Waste. Industrial Solid Waste may include, but is not

limited to, waste resulting from the following manufacturing processes or products: electric power

generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic

chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals

manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper

industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products;

textile manufacturing; transportation equipment; and water treatment. This term does not include

mining waste or oil and gas waste.

(q) "Person" means a natural or artificial person, including but not limited to, an

individual, firm, corporation, partnership, association, municipality, county, authority, or other

entity, however organized.

(s)

(p)

(r) "Recovered Materials" means materials, including but not limited to metal, paper,

glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly

recycled, and have been diverted and source separated or have been removed from the Solid Waste

stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent

processing or separation from each other, but this term does not include materials destined for any

use that constitutes disposal. Recovered Materials are not Solid Waste.

"Recyclable Material" means materials that are capable of being recycled and that

would otherwise be processed or disposed of as Solid Waste. Examples include; newspaper,

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 5 of 36

corrugated cardboard, other fiber, aluminum cans, steel cans, bottles, plastic items, and other

containers.

(t) "Residential Solid Waste" means Solid Waste originating from residential

property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(u) "Residential Unit" means a structure or building unit intended for or capable of

being utilized for residential living, including but not limited to a home, duplex, apartment, and

condominium.

(v) "Service Area" means the unincorporated area of Seminole County, as set forth in

Exhibit "A," attached to and incorporated in this Agreement by reference, for which

CONTRACTOR has executed this Agreement to provide Services.

(w) "Source Separated" means Recovered Materials that are separated from Solid

Waste where the recovered materials and Solid Waste are generated. The separation of various

types of recovered materials from each other is not required and de minimus Solid Waste, in

accordance with industry standards and practices, may be included in the recovered materials.

Materials are not considered Source Separated if such materials contain more than ten percent

(10%) Solid Waste by volume or weight.

(x) "Solid Waste" means Garbage, rubbish, Yard Waste, White Goods, and furniture.

(y) "Special Waste" means wastes that require extraordinary management, including,

but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines,

non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste,

septic tank pumping, Biomedical Waste, Biological Waste, liquid waste, waste tires, lead acid

batteries, C&D, ash residue, and Yard Waste.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 6 of 36

(z) "Trash" means accumulations of refuse, paper, paper boxes and containers, rags,

sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and

utensils. Trash does not include Garbage or Yard Waste.

(aa) "Uncontrollable Forces" mean any event which results in the prevention or delay

of performance by a party of its obligation under this Agreement that is beyond the reasonable

control of the non-performing party. This term includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage by

a third party.

(bb) "White Goods" means inoperative and discarded refrigerators, ranges, washers,

water heaters, freezers, and other similar large, domestic appliances.

(cc) "Yard Waste" means all accumulations of vegetative matter from yard and

landscaping maintenance including, but not limited to, leaves, grass, or shrubbery cuttings, and

other refuse attendant to the care of lawns, shrubbery, vines, trees, and tree limbs.

Section 2. Term. The term of this Agreement commences on the Effective Date of

this Agreement and continues through September 30, 2024. This Agreement may be subsequently

renewed at COUNTY's option for successive periods not to exceed one (1) year each, unless earlier

terminated as provided in this Agreement, but this Agreement may not be extended by renewal

beyond September 30, 2034.

Section 3. Commencement of Services. The services provided by CONTRACTOR

under this Agreement will commence on the Effective Date of this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 7 of 36

Section 4. Services Provided by CONTRACTOR. CONTRACTOR is hereby

granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services, as this

term is defined in this Agreement, to the Service Area as described in Exhibit "A."

(a) Commercial Solid Waste Collection Services. CONTRACTOR shall provide

Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance

is not created and that the public health, safety, and welfare is protected. CONTRACTOR, at its

discretion, may offer services to the Customer beyond the description of services in this Section 4

and in the other applicable Sections of this Agreement.

(1) Commercial Solid Waste Collection Service must be scheduled for a

minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection

may be extended due to extraordinary circumstances or conditions with prior consent from the

Contract Administrator. Solid waste generated or produced in unincorporated Seminole County

must be transported to and disposed of at a COUNTY Designated Disposal Facility as set forth in

the list of Designated Facilities attached to and incorporated in this Agreement as Exhibit "B."

(2) Subject to other provisions of this Agreement, the size and number of the

Containers or Garbage Carts and the frequency of Collection provided by CONTRACTOR will be

determined by the Customer and CONTRACTOR. CONTRACTOR shall ensure that the size and

number of the Containers or Garbage Carts and the frequency of the Collection service are

sufficient so that Commercial Solid Waste is not placed or stored outside the Containers or Carts.

(3) CONTRACTOR shall use mechanical Containers where providing

Commercial Solid Waste Collection Service. However, CONTRACTOR may use Garbage Carts

in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 8 of 36 or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for

Recycling Collection must be clearly labeled for identification, education, and enforcement

purposes. The Contract Administrator may require the use of a larger Container or more frequent

Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, if the

Contract Administrator determines that such action is necessary for compliance with this

Agreement or to protect the public health, safety, or welfare.

CONTRACTOR shall thoroughly empty all Containers or Garbage Carts. (4)

CONTRACTOR shall not combine Solid Waste with Yard Waste or Recyclable Material.

Commercial Recycling Collection Services. CONTRACTOR shall exercise best (b)

efforts to provide recycling services to its Customers, except those Customers who currently

receive recycling services from another franchisee, a COUNTY Non-Exclusive Franchise

Agreement, or a holder of a COUNTY Certificate of Public Convenience and Necessity.

Commercial Yard Waste Collection Services. CONTRACTOR shall collect Yard (c)

Waste separately from other types of Commercial Solid Waste.

Contractor acknowledges that Sections 258.3 through 258.6 of the Seminole (d)

County Code require commercial refuse containers within Urban Bear Management Areas to be

bear resistant. As such, Contractor understands this requirement applies to any type of refuse

container used for commercial collection services within Urban Bear Management Areas.

Other Waste Services. CONTRACTOR is not required to collect and Section 5.

dispose of biohazardous Waste, biological Waste, Biomedical Waste, Hazardous Waste or Special

Waste (except Yard Waste); however, CONTRACTOR may offer these Services in its Service

Area. Collection and disposal of the wastes identified in this Section 5 are not regulated under this

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 9 of 36

Agreement. If CONTRACTOR provides these services, CONTRACTOR shall strictly comply

with all applicable federal, state, and local laws and regulations.

CONTRACTOR's Rates, Billing Collection and Method of Collection. Section 6.

CONTRACTOR is solely responsible for the billing and collection of Commercial (a)

Solid Waste Collection Service rates to the Customer. CONTRACTOR shall solely bill and collect

for Services at a rate to be agreed upon between CONTRACTOR and the Customer.

CONTRACTOR, at its discretion, may terminate any Services for Customers

failing to pay for Services.

Tipping Fees. Subject to the provisions in this Agreement, Section 7.

CONTRACTOR shall pay to COUNTY the tipping fee, if any, in effect at the time of disposal, for

each ton of Commercial Solid Waste that CONTRACTOR delivers to the Designated Facility.

Certification and Renewal Fees. CONTRACTOR shall initially and Section 8.

annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual

Renewal and Update Form, attached to and incorporated in this Agreement as Exhibit "C," for the

collection of Commercial Solid Waste. This form must be submitted annually on or before each

September 30 following the date of execution of the Agreement. COUNTY, by duly adopted

resolution, may amend the application and vehicle fees.

Default and Termination of Agreement. Section 9.

COUNTY may terminate this Agreement by providing CONTRACTOR thirty (30) (a)

days written notice upon the occurrence of any of the following:

CONTRACTOR has defaulted, whether such default is considered minor or (1)

material, by: (i) failing or refusing to perform or observe the terms, conditions, or covenants in this

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 10 of 36

Agreement or any of the rules and regulations promulgated by COUNTY under this Agreement;

or (ii) by wrongfully failing or refusing to comply with the instructions of the Contract

Administrator relative to this Agreement. In the event of such default, CONTRACTOR will have

thirty (30) days from receipt of written notice from COUNTY to cure such default or this

Agreement will be terminated. If by reason of the nature of such default, the default cannot be

remedied within thirty (30) days following receipt by CONTRACTOR of written demand from

the Contract Administrator to do so, CONTRACTOR must at a minimum commence the remedy

of such default within thirty (30) days following COUNTY's written notice and continue diligently

to cure the default or this Agreement will be terminated. CONTRACTOR will have the burden of

proof to demonstrate that the default cannot be cured within thirty (30) days, that CONTRACTOR

is proceeding with diligence to cure the default, and that the default will be cured within a

reasonable period of time.

(2)

CONTRACTOR takes the benefit of any present or future insolvency

statute, makes a general assignment for the benefit of creditors, files a voluntary petition in

bankruptcy, or a petition or answer seeking an arrangement for its reorganization or the

readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of

the United States or any if its states, or consents to the appointment of a receiver trustee or

liquidator of all or substantially all of CONTRACTOR's assets.

By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an (3)

order is made approving a petition filed by any of CONTRACTOR's creditors or stockholders

seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under the federal

bankruptcy laws or any law or statute of the United States or of any of its states, provided that if

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 11 of 36

any such judgment or order is stayed or vacated within sixty (60) days after entry, any notice of

termination will become null, void, and of no effect, unless such stayed judgment or order is

reinstated, in which case the default and termination will be deemed immediate.

(4) By or pursuant to or under authority of any legislative act, resolution, or rule

or any order or decree of any court or governmental board, agency, or officer having jurisdiction,

a receiver, trustee, or liquidator takes possession or control of all or substantially all of the assets

of CONTRACTOR and such possession or control continues in effect for a period of at least sixty

(60) days.

(b) Conditions beyond the control of CONTRACTOR are not conditions of default,

including riots, acts of God, war, governmental laws, regulations, or restrictions.

Section 10. Designated Disposal Facilities Calculation. For any year during the

Agreement, if CONTRACTOR collects or receives Commercial Solid Waste generated or

produced in the Service Area, but CONTRACTOR fails to deliver the Commercial Solid Waste to

the Designated Disposal Facility, as required in this Agreement, then CONTRACTOR shall: (a)

pay COUNTY for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted

from changes to CONTRACTOR's business in the Service Area. The following formula will be

used to calculate the amount to be paid COUNTY for the shortfall in tonnage:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have

been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid

Waste that CONTRACTOR delivered to the Designated Disposal Facility during the year, (TF) is

the average tipping fee that COUNTY charged during the year for the disposal of Solid Waste at

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 12 of 36 the Designated Disposal Facility, and (AO) is the amount due from CONTRACTOR to COUNTY.

The average tipping fee (TF) for the year will be determined by: (a) identifying the tipping fee for

Solid Waste in effect at the Designated Disposal Facility on the first day of each month during the

preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing the result

by twelve (12). The amount owed COUNTY will be two (2) times the value of the waste delivery

shortfall calculation.

Collection Equipment. Section 11.

CONTRACTOR shall provide collection equipment, at all times, in good working (a)

condition, meeting industry standards, and sufficient to permit CONTRACTOR to efficiently and

safely perform the Services specified in this Agreement. Upon execution of this Agreement and

annually thereafter, CONTRACTOR shall provide to COUNTY and maintain a list of the

equipment assigned by CONTRACTOR to provide Services under this Agreement. The list must

include the year, make, model, vehicle type, license tag number, and fleet identification number

for each vehicle. All trucks and auxiliary equipment must be regularly maintained in a manner

necessary to prevent discharge of collected material, automotive fluids, and hydraulic fluids into

the environment. The collection equipment list must include all Containers and Garbage Carts

used in the Service Area, listing the type and size of container and the identification number (if

any) for each Container or Garbage Cart.

CONTRACTOR shall have sufficient equipment available to ensure that (b)

CONTRACTOR can adequately and efficiently perform the duties specified in this Agreement at

all times. CONTRACTOR shall have available sufficient reserve equipment that can be put into

service within twelve (12) hours of any breakdown or malfunction of CONTRACTOR's primary

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 13 of 36

equipment. Such reserve equipment must correspond in size and capacity to the equipment

CONTRACTOR primarily uses to perform its contractual duties.

(c) Equipment Markings. Equipment must be maintained in a safe working condition

and must prominently display the name and telephone number of CONTRACTOR and vehicle

number on each side of all collection vehicles in letters or numbers of not less than twelve (12)

inches in height. The rear of the vehicle must display signs warning the public of frequent stops.

These signs must be of sufficient size to be seen by motorists following CONRACTOR's vehicles.

All vehicles must be numbered and a record kept of each vehicle to which each number is assigned.

CONTRACTOR shall affix COUNTY non-transferable decals on CONTRACTOR's trucks.

These decals must identify CONTRACTOR as a COUNTY franchise with the right to provide

Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals will

be re-issued annually on or about September 30 to CONTRACTOR upon renewal of the

Agreement.

Section 12. Office.

(a) CONTRACTOR shall maintain, at its expense, an office within the geographic area

of Seminole County where service inquiries and complaints can be received or, in the alternative,

a toll-free telephone access for Customers residing within the Service Area. CONTRACTOR's

office must be equipped with sufficient telephones, have responsible persons on duty during

operating hours, and be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday

through Friday, excluding holidays. CONTRACTOR shall provide either a telephone answering

service or mechanical device to receive service inquiries and complaints during all times when

telephones are not answered by CONTRACTOR employees.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 14 of 36

(b) Emergency Contact. CONTRACTOR shall provide the Contract Administrator

with the name and telephone number of an emergency contact person who can be reached outside

of the required office hours. The contact person must have the ability to authorize CONTRACTOR

operations in case of COUNTY direction in situations requiring immediate attention.

(c) Designation of Agent. CONTRACTOR shall designate in writing to the Contract

Administrator annually, on or before September 30, the person to serve as liaison between

CONTRACTOR and the Contract Administrator. CONTRACTOR shall notify the Contract

Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. CONTRACTOR shall obtain, at its expense, all

permits and licenses required by law or rule and maintain the permits and licenses in full force and

effect throughout the Agreement.

Section 14. Manner of Collection. CONTRACTOR shall perform collection services

with as little disturbance as reasonably possible and without obstructing roadways, driveways,

sidewalks, or mailboxes. CONTRACTOR shall ensure its personnel handle Containers and

Garbage Carts with reasonable care and return them standing upright with covers in place to the

approximate location from which they were collected.

Section 15. Personnel of CONTRACTOR.

(a) CONTRACTOR shall employ competent and qualified personnel and provide

operating and safety training to ensure performance of obligations and duties as set forth in this

Agreement. CONTRACTOR's collection personnel shall not use obscene or other offensive

language or gestures and shall treat the public, COUNTY staff, and Customers in a polite and

courteous manner.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 15 of 36

(b) Applicable Laws. CONTRACTOR is responsible for ensuring that its employees

comply with all applicable laws and regulations and meet all federal, state, and local requirements

related to their employment and position.

(c) Drivers. Each driver of any collection vehicle must at all times carry a valid Florida

commercial driver's license and all other required licenses and endorsements for the type of vehicle

that is being operated.

(d) Prudent Procedures. CONTRACTOR shall ensure its personnel use pedestrian

walkways while on private property. No trespassing or crossing property to a neighbor's premises

is permitted unless residents or owners of both such properties have given prior written permission.

Care must be taken to prevent damage to containers by unnecessary rough treatment and to

property including flowers, shrubs and other plantings.

(e) All of CONTRACTOR's collection personnel must wear appropriate clothing,

including a shirt bearing CONTRACTOR's name, at all times during the performance of collection

Services.

Section 16. Ownership and Maintenance of Containers.

(a) CONTRACTOR shall provide Containers or Garbage Carts to a Customer.

However, Customers have the option of using their own compactor. In either case, the owner of

the Container or Garbage Cart is solely responsible for maintenance.

(b) Each Container or Garbage Cart provided by CONTRACTOR must be in good

condition and properly maintained. Each Container provided by CONTRACTOR must be labeled

on two (2) sides with CONTRACTOR's name and telephone number in letters and numbers that

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 16 of 36

are plainly visible. Containers or Carts used for Recycling or Yard Waste Collection must be clearly labeled for identification, education, and enforcement purposes.

(c) Any Container or Garbage Cart damaged by CONTRACTOR must be repaired or replaced by CONTRACTOR within five (5) business days at no cost to the Customer. The replacement must be similar to the original in style, material, quality, and capacity.

Section 17. Spillage and Litter.

(a) General. CONTRACTOR shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. CONTRACTOR's collection vehicles must be equipped with containers, lids, or other appropriate covering, or enclosed so that leaking, spilling, and blowing of litter or spillage is prevented. CONTRACTOR shall immediately clean up all litter and spillage caused by CONTRACTOR. CONTRACTOR shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle, and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by CONTRACTOR to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 for the first incident.

\$250 for the second incident.

\$500 for the third and each subsequent incident thereafter during the Agreement.

(2) Failure by CONTRACTOR to contain Solid Waste transported in a collection vehicle:

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 17 of 36 \$100 for the first incident

\$250 for the second incident

\$500 for the third and each subsequent incident thereafter during the

Agreement.

Any uncovered load will be charged twice the regular fee charged by (3)

COUNTY upon arrival at the Designated Disposal Facility.

Truck Signage. At all times, CONTRACTOR shall display a decal provided by (c)

COUNTY with the following language, "Report Littering from this Vehicle to Seminole County

at 407-665-2260" or other similar language provided by COUNTY.

Section 18. Insurance.

> CONTRACTOR shall maintain at all times throughout the duration of this (a)

contract, and at its sole expense, the insurance required under this Section and have this insurance

approved by COUNTY's Risk Program Manager with the Resource Management Department.

CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-(1)

Contractors providing services under this Agreement (if any) procures and maintains until the

completion of their respective services, insurance of the types and to the limits specified in this

Agreement.

Neither approval by COUNTY nor failure by COUNTY to disapprove the (2)

insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

liability, damages, and accidents.

Neither COUNTY's review of the coverage afforded by or the provisions (3)

of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 18 of 36

Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in

any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the

provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy

any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of

CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

current Certificate of Insurance signed by an authorized representative of the insurer evidencing

the insurance required by this Section and Exhibit D, and including the following as Certificate

Holder:

Seminole County, Florida

Seminole County Services Building

1101 East 1st Street

Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the

COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to

the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required

to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before the expiration or replacement of the insurance for which a previous

certificate has been provided.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 19 of 36

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

of the request. Certified copies of policies may only be provided by the Insurer, not the agent or

broker.

(3) Deductible and self-insured retention amounts must be declared to and

approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained

pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal must not be included within the policy limits but must remain the responsibility of

insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim

must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and

CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and

employees must be included as Additional Insureds under General Liability, Umbrella Liability,

and Business Auto policies.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this

Agreement must apply on a primary and non-contributory basis and any other insurance or self-

insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees will be in excess of and not contributing with the insurance

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 20 of 36 provided by CONTRACTOR.

Waiver of Subrogation: All policies must be endorsed to provide a Waiver (8)

of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named

Insured enter into such an agreement on a pre-loss basis.

Provision: Commercial General Liability and Umbrella Liability Policies (9)

required by this Agreement must be provided on an occurrence rather than a claims-made basis.

Insurance Company Requirements. Insurance companies providing the insurance (c)

must meet the following requirements.

Such companies must be either: (a) authorized by maintaining Certificates (1)

of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of

the State of Florida to conduct business in the State of Florida, or (b) with respect only to the

coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized

as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be

amended from time to time.

In addition, such companies other than those authorized by Section (2)

624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have

and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better

according to A.M. Best Company.

If, during the period which an insurance company is providing the insurance (3)

coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 21 of 36

or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the

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

(1) Workers' Compensation/Employers' Liability.

(A)

COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

CONTRACTOR's insurance must cover CONTRACTOR and its

subcontractors of every tier for those sources of liability which would be covered by the latest

edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC

00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In

addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is

to be included for the United States Longshoremen and Harbor Workers' Compensation Act,

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 22 of 36 Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard

Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the

amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if

applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and

Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of

Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended

from time to time. CONTRACTOR shall provide notification to COUNTY's Risk Manager with

the Resource Management Department and shall complete the COUNTY's Workers'

Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

If approved, the named individuals listed in COUNTY'S approved exemption will be the only

individuals authorized to perform work under this Agreement.

(E) Any Vendor/Contractor using an employee leasing company shall

complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those

sources of liability which would be covered by the latest edition of the standard Commercial

General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 23 of 36 the Insurance Services Office. Such coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

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

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

(3) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

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

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 24 of 36

- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (5) Pollution Legal Liability.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:
- 1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- 2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- 3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.
- (B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.
- (C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.
- (D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 25 of 36

The maintenance of the insurance coverage set forth in this Section may not be (e)

construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 19 below concerning indemnification or any other provision of this Agreement.

Indemnification. Section 19.

CONTRACTOR shall indemnify and save harmless COUNTY, its Commissioners, (a)

officers, agents, and employees from and against any claim, demand, or cause of action of any

kind or nature allegedly arising out of or related to the performance of Services under this

Agreement by CONTRACTOR, its officers, agents, subcontractors, employees, or any like person

or entity in the performance of Services under this Agreement.

CONTRACTOR shall require all subcontractors, if subcontractors are approved by (b)

COUNTY, to enter an agreement containing the provisions set forth in the preceding subsection

in which agreement the subcontractors must fully indemnify COUNTY in accordance with this

Agreement.

Nothing in this Agreement may be construed to make an employee or a (c)

subcontractor of CONTRACTOR an agent, officer, or employee of COUNTY.

By CONTRACTOR or its agent's execution of this Agreement, each parent (d)

company, subsidiary, or joint venturor of CONTRACTOR will be deemed to have fully warranted,

guaranteed, and indemnified COUNTY under the terms and conditions of this Agreement.

Filing of Requested Information and Documents. Section 20.

For each month this Agreement is in effect, CONTRACTOR shall file a monthly (a)

written report in the format attached to and incorporated in this Agreement as Exhibit "E" with

COUNTY on or before the 20th day of the month following the month that is the subject of the

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 26 of 36

report. The written report must identify the types and amounts of waste collected and the amount

of the Franchise Fee, if any, due COUNTY for the Commercial Solid Waste Collection Services

provided by CONTRACTOR during the month that is the subject of the report. This report must

be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. If

CONTRACTOR subsequently discovers an error in a report submitted to the Contract

Administrator, CONTRACTOR shall submit a revised report and pay the additional Franchise Fee,

if any, within ten (10) days after discovery of such error.

(b) CONTRACTOR shall maintain books and records of the information included in

all reports submitted to COUNTY pertaining to the services provided under this Agreement. Such

books and records must be available for inspection and audit by COUNTY at all reasonable times.

The monthly reports are designed to assist COUNTY in meeting any local, state, or federal

reporting requirements.

(c) CONTRACTOR shall file with the Contract Administrator all documents and

reports required by this Agreement. During the month of September for each year this Agreement

is in effect, CONTRACTOR shall certify to the Contract Administrator that all required

documents, including but not limited to, certificates of insurance, audits, compilations, and list of

collection equipment, are current and on file with COUNTY.

Section 21. Records. CONTRACTOR shall allow COUNTY, or its authorized agent,

access to CONTRACTOR's records as are related to all Services provided under this Agreement.

Such records must be available at CONTRACTOR's place of business at all reasonable times

during the Agreement and for three (3) years from the date of expiration of this Agreement for

inspection by COUNTY or other authorized COUNTY representative.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 27 of 36

Page 27 01 30

Persons employed by CONTRACTOR in the Employee Status. Section 22.

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 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 CONTRACTOR, nor do these employees have

any claims to pensions, worker's compensation, unemployment compensation, civil service, or

other employee rights or privileges granted to CONTRACTOR's officers and employees either by

operation of law or by CONTRACTOR.

Notice. Any notice delivered with respect to this Agreement must be in Section 23.

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:

Director

Department of Environmental Services

Reflections Plaza

500 West Lake Mary Boulevard

Sanford, Florida 32773

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 28 of 36

As to CONTRACTOR:

JJ's Waste & Recycling LLC

c/o Darrell Corbett

3905 El Rey Road

Orlando, FL 32808

Section 24. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in

the performance of its obligations pursuant to this Agreement with the other party or that would

violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes

(2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any

material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be

amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during

the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that

indicates a possible violation of this Section.

Section 25. Right to Require Performance. The failure of either party at any time to

require performance by the other party of any provisions of this Agreement will in no way affect

the right of either party thereafter to enforce the provisions of this Agreement. No waiver by either

party of any breach of any provisions of this Agreement may be taken or held to be a waiver of

any succeeding breach of those provisions or as a waiver of any provision itself.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 29 of 36

118

Section 26. Title to Waste.

(a) At all times, COUNTY will hold title and ownership to all Solid Waste and all other

material collected by CONTRACTOR pursuant to this Agreement and CONTRACTOR will have

no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without

specific prior written authorization from the Contract Administrator. All responsibilities for the

safe and proper transportation of the materials to COUNTY Designated Disposal Facility are with

CONTRACTOR.

(b) Notwithstanding Section 26(a) above, CONTRACTOR may take, keep, process,

alter, and sell Source Separated Recyclable Material that is collected by CONTRACTOR in the

Service Area in accordance with this Agreement, if the Recyclable Material is recycled and the

amount of such Recyclable Materials is reported to Contract Administrator as described in the

Exhibit "E" monthly report and the material is not destined for any use that constitutes disposal.

Materials not recycled, including any materials remaining after Recyclable Material are removed

from a load of Source Separated Recyclable Material, must be delivered by CONTRACTOR to a

Designated Facility.

Section 27. 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 28. Compliance with Laws. CONTRACTOR shall conduct operations under

this Agreement in compliance with all applicable laws.

Section 29. Severability. If any provision of this Agreement or the application of this

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 30 of 36

Agreement to any person or circumstance is held invalid, it is the intent of the parties that the

invalidity will not affect other provisions or applications of this Agreement that can be given effect

without the invalid provision or application, and to this end the provisions of this Agreement are

declared severable.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this

Agreement or any right occurring under this Agreement may be made in whole or part by

CONTRACTOR without the express written consent of COUNTY. Absent special circumstances,

COUNTY does not intend to withhold approval of assignments within CONTRACTOR's

corporate entities or among CONTRACTOR's corporate subsidiaries, but CONTRACTOR shall

obtain COUNTY's written agreement of all assignments of this Agreement. Except as provided

in the preceding sentence, COUNTY will have full discretion to approve or deny, with or without

cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement

made by CONTRACTOR without the express written consent of COUNTY will be void and will

be grounds for COUNTY to declare a default of this Agreement and immediately terminate this

Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this

Agreement will be deemed immediately terminated. Upon such termination, all liability of

COUNTY under this Agreement to CONTRACTOR will cease. In the event of any assignment,

the assignee shall fully assume all the liabilities of CONTRACTOR and the assignor shall remain

as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. CONTRACTOR shall deliver all Residential and

Commercial Solid Waste collected within the geographical boundaries of Seminole County to a

Designated Disposal Facility and pay the appropriate disposal fees. COUNTY reserves the right

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 31 of 36

to limit the use of either Designated Disposal Facility, and will provide notice of such limitation

as soon as possible. If a Designated Disposal Facility specified in this Agreement becomes

unavailable for more than one week, CONTRACTOR may deliver Solid Waste to a facility outside

of the geographical boundaries of Seminole County for the duration of such unavailability subject

to COUNTY's approval of such facility. Failure to comply with this Section will be cause for

termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and

understanding between the parties and it may not be considered modified, altered, changed, or

amended in any respect unless in writing and signed by the parties. Notwithstanding the above,

COUNTY will have the unilateral right to make changes in this Agreement as the result of changes

in law or ordinances and to impose new and reasonable rules and regulations on CONTRACTOR

under this Agreement relative to the scope and methods of providing Services as may from time

to time be necessary and desirable for the public welfare. The Contract Administrator shall provide

CONTRACTOR reasonable notice of any proposed change by COUNTY and an opportunity to

be heard concerning those matters. The scope and method of providing Services as referenced in

this Agreement will also be liberally construed to include, but not be limited to, the manner,

procedures, operations, and obligations, financial or otherwise, of CONTRACTOR reasonably

necessary to protect the public safety, health, and welfare of the residents of Seminole County.

Nothing contained in this Agreement requires any party to perform any act or function contrary to

law. COUNTY and CONTRACTOR shall enter into good faith negotiations regarding

modifications to this Agreement that may be required in order to implement changes in the interest

of the public welfare or due to changes in law that change the scope of services. When such

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 32 of 36

modifications are made to this Agreement, COUNTY and CONTRACTOR shall negotiate in good

faith other obligations required of CONTRACTOR due to any modification in the Agreement

under this Section.

Independent CONTRACTOR. Nothing contained in this Agreement is Section 33.

intended or may be construed as, in any manner, creating or establishing a relationship of co-

partners between the parties or as constituting CONTRACTOR, including its officers, employees,

and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner

whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all

services performed under this Agreement.

Third-Party Beneficiaries. No provision of this Agreement is intended to Section 34.

create nor in fact creates any third-party beneficiaries under this Agreement, nor authorize any

person not a party under this Agreement to maintain an action pursuant to the Agreement.

Section 35. Public Records Law.

CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section (a)

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 33 of 36

(b) CONTRACTOR specifically acknowledges its obligations to comply with Se

Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

(2) CONTRACTOR shall provide the public with access to public records on

the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by

law.

(d)

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to

COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this

Agreement, CONTRACTOR must meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a

format that is compatible with the information technology systems of COUNTY.

Failure to comply with this Section will be deemed a material breach of this

Agreement for which COUNTY may terminate this Agreement immediately upon written notice

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 34 of 36

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE 119, FLORIDA STATUTES, APPLICATION OF CHAPTER CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING CONTRACT, CONTRACTOR CONTACT MAY TO THIS CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SOLID 407-665-2253, MANAGER, AT WASTE OBOND@SEMINOLECOUNTYFL.GOV, ENVIRONMENTAL SERVICES DEPARTMENT, 500 WEST LAKE MARY BOULEVARD, SANFORD, FL 32773.

Section 36. 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 37. 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 parties have made and executed this Agreement for the purposes stated above.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 35 of 36

WITNESSES: Signature Keyin Guzman Print Name Son Brian	By: DARRELL CORBETT, Vice President Date
Signature Steve Diama 2 Print Name	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida.	By:lay Zembower, Chairman
For the use and reliance of Seminole County only.	As authorized for execution by the Board of Date 20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
DGS/sfa 10/06/2023 Five (5) Attachments: Exhibit "A" – Map of Franchise Area Exhibit "B" – COUNTY Designated Disposal Exhibit "C" – Application/Annual Renewal an Exhibit "D" Insurance Requirements Exhibit "E" – Monthly Report	•
	Agreements with Solid Waste Haulers\Commercial Solid Waste Franchise

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 36 of 36

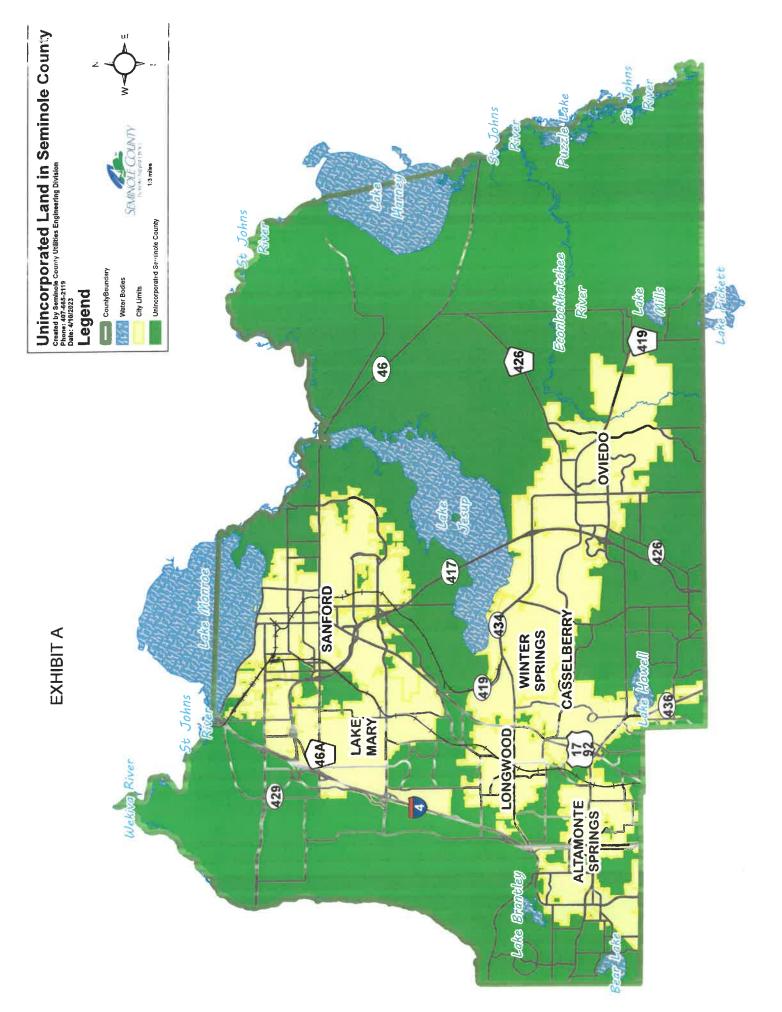


EXHIBIT B

DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement consist of the following:

- 1) The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts Residential Waste and Commercial Waste, Yard Waste, Construction and Demolition Debris, Tires, Bulky Waste, and White Goods.

The Central Transfer Station accepts Residential Waste and Commercial Waste, Yard Waste, Recyclables, and Citizen-delivered Household Hazardous Waste (no hazardous waste derived from businesses). The Central Transfer Station does not accept:

- White Goods (examples include stoves, refrigerators, water heaters and similar appliances)
- Construction and Demolition Debris (examples include roofing material, concrete, lumber, and similar items)
- Bulky waste, or any rigid item over four feet in length that, as determined by the County, is not easily crushed
- Any item that may cause a safety hazard in handling or transportation due to its size, weight, or composition.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept Biological or Biomedical Waste.

The Central Transfer Station will be available for unloading of non-restricted Contractor waste during normal operating hours. When the transfer station becomes temporarily unavailable, the County will notify the Contractor as soon as possible. If the transfer station will be unavailable for more than one week, the Contractor will be authorized to select an alternate disposal facility (Seminole County Landfill, or other facility including out of County) for the duration of the transfer station closure. Once the transfer station resumes operations, Contractor will resume deliveries of waste to County facilities per this agreement.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024

		September 30, 2024	
		of Service	_
The following items are requ Complete all items below, as	ired to process the Appl nd attach additional shee	lication/Annual Renewal and ets if necessary.	Update Form.
Date:	8/31/2023		
Company Name:	JJ's Waste & Recycli	ng	
Company Address:	3905 El Rey Road		
City, Sate, and Zip Code:	Orlando, FL 32808		
Designated Agent Name:	Darrell Corbett		
Local Telephone Number:		Fax Number:	N/A
Email Address:	darrell.corbett@jjswa	ste.com	
X Completed, Si X Vehicle Equipment Model, Vehicle	gned, and Notarized For ment List – Include the fo Type, License Tag Nur	ollowing information for each mber, Vehicle ID Number).	truck: (Year, Make,
Size, and Iden	tification Number).	e following information for ea	сп соптавлет. (Туре,
4. X Certificate of I		To a bound on the auront Co	olid Maste Date
A non-refundable Application Resolution must be submitte	n Fee and a per Vehicle and with this form.	Fee based on the current Sc	AID Waste Nate
	nnual Renewal fee (\$1	100.00)	
Bor Vohicle Es	e (\$20.00) – Decals will	be issued for each vehicle: I solid waste in unincorporate	(Vehicles without decals ed Seminole County.
Statement of Certification:			
I certified that JJ's Wa	ste & Recycling	will	abide by the terms and
conditions of the Agreement		Darrac Cons. Designated Agent - Print N	lame
State of Florista County Orange Acknowledge	ged this 31 st day of	Designated Agent - Signatu	7.7
Personal	Public, State of Florida By Known to Me d Identification	MIKE MCC Notary Public, Sta Commission No My Commission Ex	ate Of Florida HH 102885

SCHEDULE "D"

COMMERCIAL FRANCHISE COLLECTION SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

Workers' Compensation & Employers' Liability Insurance: A.

Workers' Compensation:

Statutory

Employers' Liability:

Each Accident \$ 1,000,000

\$ 1,000,000

Disease Aggregate

\$ 1,000,000

Disease Each Employee

Commercial General Liability Insurance: В.

\$ 1,000,000

Per Occurrence

\$ 1,000,000

Personal and Advertising Injury

\$ 2,000,000

General Aggregate

\$ 2,000,000

Products and Completed Operations

Aggregate

Business Automobile Liability Insurance: C.

\$ 1,000,000

Combined Single Limit

(Any Auto or Owned, Hired, and

Non-Owned Autos)

D. Excess/Umbrella Liability:

\$ 4,000,000

Per Occurrence

\$ 4,000,000

Aggregate

E. Pollution Liability: \$ 2,000,000

Per Occurrence

Non-Hazardous Waste Operations \$ 2,000,000

Per Occurrence

\$ 4,000,000

General Aggregate

Hazardous Waste Operations

\$ 4,000,000

Per Occurrence

\$ 8,000,000

General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

09/07/2023

"Fxhihit F"

Seminole County Non-Exclusive Commercial Franchise Holder Monthly Report

o the Designated F	eadsheet Version 97 or newer: acility:
o the Designated F	acility:
o the Designated F	acility:
o the Designated F	acility:
Non-Designated I	Facility:
Y:	
	nty Facilities from Seminole County,
mated Tons (or)	Estimated % of Deliveries
mated Tons (or)	Estimated % of Deliveries

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0572

Title:

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Connection of Florida, Inc., and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024. Countywide (Kim Ornberg, Environmental Services Director)

Division:

Environmental Services - Solid Waste Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2023 to September 30, 2024. The firm submitted a timely franchise renewal application and appropriate application fees. The above listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

Requested Action:

File Number: 2024-0572

Staff requests that the Board of County Commissioners approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Connection of Florida, Inc. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024

WASTE CONNECTIONS OF FLORIDA, INC

ENVIRONMENTAL SERVICES DEPARTMENT



SOLID WASTE MANAGEMENT DIVISION

Company Name: Waste Connections of Florida, Inc.

Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Street Address: _1099 Miller Drive	9
City, State & Zip: _Altamonte Spring	gs, Florida 32701
Type of Operation: Solid Waste Gar This Non-Exclusive Franchise for the Collection	bage & Recycling ction of Commercial Solid Waste Certificate is valid
from October 1,2023 through Septeml	ber 30, 2024 and is applicable to the named stion of Commercial Collection Service in the
ATTEST:	Board of County Commissioners Seminole County, Florida
Grant Maloy Clerk to the Board of	By: Jay Zembower, Chairman
County Commissioners of Seminole County, Florida	Date: As authorized for execution by the Board of County Commissioners at their, 20, regular meeting.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Waste Co	nnections	of F	Florida,	Inc.
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Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024

Years of Service

The following items are required to process the *Application/Annual Renewal and Update Form*.

Complete all items below, and attach additional sheets if necessary.

Complete all items below, a	nd attach additional shee	ets if necessary.			
Date:	7/24/23				
Company Name:	Waste Connections of	Florida, Inc.			
Company Address:	1099 Miller Drive				
City, Sate, and Zip Code:	Altamonte Springs, Flo	orida 32701			
Designated Agent Name:	Matthew Arcarola/Dist				
Local Telephone Number:	407-261-5000	Fax Numb	per: 407-83	1-3054	
Email Address:	randy.lewis@wasteco	nnections.com			
2. Vehicle Equip Model, Vehicle Size, and Ider Size, and Ider 4. Certificate of I A non-refundable Application Resolution must be submitted 5. Application/A Application/A Application/A are unauthorized.	igned, and Notarized Forment List – Include the forment List – Include the forment List – Include the stiffication Number). Insurance In Fee and a per Vehicle and with this form. Innual Renewal fee (\$20.00) – Decals will seed to collect commercia	rm – Exhibit "C" billowing information for the content of the content of the cure of the	or each truck: oer). for each col rent Solid Wa	ntainer: (Type, aste Rate cles without dec	cals
Statement of Certification: certified that Waste Co	: nnections of Florida, In	c.	will abide	by the terms a	nd
conditions of the Agreement	.,	Matthew Arcarola/D	_	·	
		Designated Agent -		, o	
		MAD.		7/24/23	
State of Seminole		Designated Agent -	Signature	Date	
of Florida					
Acknowled	ged this 24th day of	July	Month,	20 _	23
✓ Persona	Ecksler Public, State of Florida Ily Known to Me	_	Notary Sea	al	
Produce	d Identification			Notary Public State Debra K. Eckstein	of Florid

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF Seminole
COUNTY OF Florida
COMES NOW, Matthew Arcarola , being first duly sworn,
who deposes and says:
(1) That he/she is the Authorized Signatore , an officer
of Waste Connections of Florida, Inc. corporation existing
under the laws of the State of Florida,
(2) That he/she is authorized to execute the Non-Exclusive Franchise Agreement on behalf of the above named corporation; and
(3) That this Affidavit is made to induce Seminole County to issue a Non-Exclusive Franchise Agreement for commercial solid waste collection services to the above-named corporation.
FURTHER AFFIANT SAYETH NAUGHT
Matthew Arcarola , Affiant
The following Affidavit was signed, acknowledged and sworn to by
Matthew Arcarola before me this 24th day of July , 20 23
Notary Public State of Florida Debra K. Eckstein My Commission HH 130788 Notary Public, State of Florida

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT is made and entered into between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" (subsequent references in this Agreement to "Seminole County" in upper and lower case mean the geographic area of COUNTY) and WASTE CONNECTIONS OF FLORIDA, INC., a Florida corporation, whose address is 1099 Miller Drive, Altamonte Springs, Florida 32701, in this Agreement referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR collects and transports Commercial Solid Waste generated in areas of unincorporated Seminole County; and

WHEREAS, COUNTY desires to ensure that such activities are performed by a competent and qualified contractor in accordance with applicable federal, state, and local laws and consistent with the public interest; and

WHEREAS, CONTRACTOR is competent and qualified to provide Commercial Solid Waste Collection Services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated in this Agreement,

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

Section 1. Definitions. The following definitions apply to this Agreement:

(a) "Agreement" means this Non-Exclusive Franchise Agreement and all written amendments to it.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 1 of 35 (b) "Biological Waste" means waste that causes or has the capacity of causing disease

or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and

other wastes capable of transmitting pathogens to humans or animals, or as may be further defined

by regulation of either the Florida Department of Health or the Florida Department of

Environmental Protection.

(c) "Biomedical Waste" means any solid or liquid waste which may present a threat

of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body

fluids from humans and other primates; laboratory and veterinary wastes which contain human

disease-causing agents; and discarded sharps. "Biomedical Waste" also includes the following:

(1) Used, absorbent materials saturated with blood, blood products, body fluids,

or excretions or secretions contaminated with visible blood; and absorbent materials saturated with

blood or blood products that have dried.

(2) Non-absorbent, disposable devices that have been contaminated with blood,

body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated

by an approved method.

(d) "Bulky Waste" means any non-vegetative tangible item such as furniture,

mattresses, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors

such as but not limited to cars, trucks, motorcycles, and boat motors), or similar items not having

a useful purpose to the owner or abandoned by the owner and having a large size or weight that

precludes disposal by normal methods.

(e) "Collection" means the process whereby Commercial Solid Waste is removed

from the location where it is generated and transported to a COUNTY Designated Disposal

Facility.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 2 of 35

138

(f) "Commercial Container" means any open top or compactor roll-off box that is

used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle

that is designed or intended to be mechanically or manually dumped into a loader-packer type

truck.

(g) "Commercial Solid Waste" means Garbage, Bulky Waste, Trash, or Yard Waste

that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste,

Trash, and Yard Waste generated by or at commercial businesses including, but not limited to,

stores, offices, restaurants, warehouses, governmental and institutional office buildings,

agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums,

apartments, other buildings, and parcels of property that have more than four (4) Residential Units

under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid

Waste does not include any material that is Special Waste or Recovered Materials.

(h) "Commercial Solid Waste Collection Service" means the collection and disposal,

or recycling, of waste generated by a commercial property, which service CONTRACTOR

provides for a fee.

(i) "Construction and Demolition Debris" (abbreviated in this Agreement as

"C&D") means materials generally considered to be non-water soluble and non-hazardous in

nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum

wallboard, and lumber from the construction or destruction of a structure as part of a construction

or demolition project. Combining waste other than C&D with C&D will cause the combined waste

to be classified as other than C&D.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 3 of 35 (j) "Contract Administrator" means COUNTY's Environmental Services Director

or his or her designee with the authority to administer and monitor the provision of services under

this Agreement.

(k) "Customer" means a person in unincorporated Seminole County that obtains

Commercial Solid Waste Collection Service from CONTRACTOR.

(1) "Designated Disposal Facility" means the management facility designated by

COUNTY for receiving Commercial Solid Waste in accordance with this Agreement.

(m) "Garbage" means all kitchen and table food waste, animal waste, or vegetative

waste, waste that is attendant with or results from the storage, preparation, cooking, or handling of

food materials. Garbage does not include any material that falls within the definition of Special

Waste.

(n) "Garbage Cart" means any commonly available Solid Waste receptacle made of

light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at

the other, furnished with a closely fitted top or lid and one or more handles, and has a capacity of

at least 64 gallons.

(o) "Hazardous Waste" means waste or a combination of wastes, which, because of

its quantity, concentration, physical, chemical, or infectious characteristics, may cause, or

significantly contribute to, an increase in mortality or an increase in serious irreversible or

incapacitating reversible illness or may pose a substantial present or potential hazard to human

health or the environment when improperly transported, disposed of, stored, treated or otherwise

managed. Hazardous Waste is regulated by the State of Florida, Department of Environmental

Protection pursuant to Chapter 62-730, Florida Administrative Code.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 4 of 35 (p) "Industrial Solid Waste" means Solid Waste generated by manufacturing or

industrial processes that is not a Hazardous Waste. Industrial Solid Waste may include, but is not

limited to, waste resulting from the following manufacturing processes or products: electric power

generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic

chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals

manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper

industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products;

textile manufacturing; transportation equipment; and water treatment. This term does not include

mining waste or oil and gas waste.

(q) "Person" means a natural or artificial person, including but not limited to, an

individual, firm, corporation, partnership, association, municipality, county, authority, or other

entity, however organized.

(r) "Recovered Materials" means materials, including but not limited to metal, paper,

glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly

recycled, and have been diverted and source separated or have been removed from the Solid Waste

stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent

processing or separation from each other, but this term does not include materials destined for any

use that constitutes disposal. Recovered Materials are not Solid Waste.

(s) "Recyclable Material" means materials that are capable of being recycled and that

would otherwise be processed or disposed of as Solid Waste. Examples include; newspaper,

corrugated cardboard, other fiber, aluminum cans, steel cans, bottles, plastic items, and other

containers.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 5 of 35

- (t) "Residential Solid Waste" means Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.
- (u) "Residential Unit" means a structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.
- (v) "Service Area" means the unincorporated area of Seminole County, as set forth in Exhibit "A," attached to and incorporated in this Agreement by reference, for which CONTRACTOR has executed this Agreement to provide Services.
- (w) "Source Separated" means Recovered Materials that are separated from Solid Waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus Solid Waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated if such materials contain more than ten percent (10%) Solid Waste by volume or weight.
 - (x) "Solid Waste" means Garbage, rubbish, Yard Waste, White Goods, and furniture.
- (y) "Special Waste" means wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping. Biomedical Waste, Biological Waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, and Yard Waste.
- (z) "Trash" means accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 6 of 35 (aa) "Uncontrollable Forces" mean any event which results in the prevention or delay of performance by a party of its obligation under this Agreement that is beyond the reasonable control of the non-performing party. This term includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage by

a third partys

(bb) "White Goods" means inoperative and discarded refrigerators, ranges, washers,

water heaters, freezers, and other similar large, domestic appliances.

(cc) "Yard Waste" means all accumulations of vegetative matter from yard and

landscaping maintenance including, but not limited to, leaves, grass, or shrubbery cuttings, and

other refuse attendant to the care of lawns, shrubbery, vines, trees, and tree limbs.

Section 2. Term. The term of this Agreement commences on the Effective Date of

this Agreement and continues through September 30, 2024. This Agreement may be subsequently

renewed at COUNTY's option for successive periods not to exceed one (1) year each, unless earlier

terminated as provided in this Agreement, but this Agreement may not be extended by renewal

beyond September 30, 2034.

Section 3. Commencement of Services. The services provided by CONTRACTOR

under this Agreement will commence on the Effective Date of this Agreement.

Section 4. Services Provided by CONTRACTOR. CONTRACTOR is hereby

granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services, as this

term is defined in this Agreement, to the Service Area as described in Exhibit "A."

(a) Commercial Solid Waste Collection Services. CONTRACTOR shall provide

Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance

is not created and that the public health, safety, and welfare is protected. CONTRACTOR, at its

discretion, may offer services to the Customer beyond the description of services in this Section 4 and in the other applicable Sections of this Agreement.

(1) Commercial Solid Waste Collection Service must be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County must be transported to and disposed of at a COUNTY Designated Disposal Facility as set forth in the list of Designated Facilities attached to and incorporated in this Agreement as Exhibit "B."

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by CONTRACTOR will be determined by the Customer and CONTRACTOR. CONTRACTOR shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Containers or Carts.

Commercial Solid Waste Collection Service. However, CONTRACTOR may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection must be clearly labeled for identification, education, and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, if the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 8 of 35 (4) CONTRACTOR shall thoroughly empty all Containers or Garbage Carts.

CONTRACTOR shall not combine Solid Waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services. CONTRACTOR shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a COUNTY Non-Exclusive Franchise Agreement, or a holder of a COUNTY Certificate of Public Convenience and Necessity.

(c) Commercial Yard Waste Collection Services. CONTRACTOR shall collect Yard Waste separately from other types of Commercial Solid Waste.

(d) Contractor acknowledges that Sections 258.3 through 258.6 of the Seminole County Code require commercial refuse containers within Urban Bear Management Areas to be bear resistant. As such, Contractor understands this requirement applies to any type of refuse container used for commercial collection services within Urban Bear Management Areas.

Section 5. Other Waste Services. CONTRACTOR is not required to collect and dispose of biohazardous Waste, biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, CONTRACTOR may offer these Services in its Service Area. Collection and disposal of the wastes identified in this Section 5 are not regulated under this Agreement. If CONTRACTOR provides these services, CONTRACTOR shall strictly comply with all applicable federal, state, and local laws and regulations.

Section 6. CONTRACTOR's Rates, Billing Collection and Method of Collection.

(a) CONTRACTOR is solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the Customer. CONTRACTOR shall solely bill and collect for Services at a rate to be agreed upon between CONTRACTOR and the Customer.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 9 of 35 (b) CONTRACTOR, at its discretion, may terminate any Services for Customers failing to pay for Services.

Section 7. Tipping Fees. Subject to the provisions in this Agreement, CONTRACTOR shall pay to COUNTY the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste that CONTRACTOR delivers to the Designated Facility.

Section 8. Certification and Renewal Fees. CONTRACTOR shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached to and incorporated in this Agreement as Exhibit "C," for the collection of Commercial Solid Waste. This form must be submitted annually on or before each September 30 following the date of execution of the Agreement. COUNTY, by duly adopted resolution, may amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) COUNTY may terminate this Agreement by providing CONTRACTOR thirty (30) days written notice upon the occurrence of any of the following:

(1) CONTRACTOR has defaulted, whether such default is considered minor or material, by: (i) failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or any of the rules and regulations promulgated by COUNTY under this Agreement; or (ii) by wrongfully failing or refusing to comply with the instructions of the Contract Administrator relative to this Agreement. In the event of such default. CONTRACTOR will have thirty (30) days from receipt of written notice from COUNTY to cure such default or this Agreement will be terminated. If by reason of the nature of such default, the default cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from the Contract Administrator to do so, CONTRACTOR must at a minimum commence the remedy

of such default within thirty (30) days following COUNTY's written notice and continue diligently

to cure the default or this Agreement will be terminated. CONTRACTOR will have the burden of

proof to demonstrate that the default cannot be cured within thirty (30) days, that CONTRACTOR

is proceeding with diligence to cure the default, and that the default will be cured within a

reasonable period of time.

CONTRACTOR takes the benefit of any present or future insolvency (2)

statute, makes a general assignment for the benefit of creditors, files a voluntary petition in

bankruptcy, or a petition or answer seeking an arrangement for its reorganization or the

readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of

the United States or any if its states, or consents to the appointment of a receiver trustee or

liquidator of all or substantially all of CONTRACTOR's assets.

By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an (3)

order is made approving a petition filed by any of CONTRACTOR's creditors or stockholders

seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under the federal

bankruptcy laws or any law or statute of the United States or of any of its states, provided that if

any such judgment or order is stayed or vacated within sixty (60) days after entry, any notice of

termination will become null, void, and of no effect, unless such stayed judgment or order is

reinstated, in which case the default and termination will be deemed immediate.

By or pursuant to or under authority of any legislative act, resolution, or rule (4)

or any order or decree of any court or governmental board, agency, or officer having jurisdiction,

a receiver, trustee, or liquidator takes possession or control of all or substantially all of the assets

of CONTRACTOR and such possession or control continues in effect for a period of at least sixty

(60) days.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 11 of 35

(b) Conditions beyond the control of CONTRACTOR are not conditions of default, including riots, acts of God, war, governmental laws, regulations, or restrictions.

Section 10. Designated Disposal Facilities Calculation. For any year during the Agreement, if CONTRACTOR collects or receives Commercial Solid Waste generated or produced in the Service Area, but CONTRACTOR fails to deliver the Commercial Solid Waste to the Designated Disposal Facility, as required in this Agreement, then CONTRACTOR shall: (a) pay COUNTY for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to CONTRACTOR's business in the Service Area. The following formula will be used to calculate the amount to be paid COUNTY for the shortfall in tonnage:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that CONTRACTOR delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that COUNTY charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due from CONTRACTOR to COUNTY. The average tipping fee (TF) for the year will be determined by: (a) identifying the tipping fee for Solid Waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year: (b) adding these twelve (12) monthly values: and (c) dividing the result by twelve (12). The amount owed COUNTY will be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) CONTRACTOR shall provide collection equipment, at all times, in good working condition, meeting industry standards, and sufficient to permit CONTRACTOR to efficiently and

safely perform the Services specified in this Agreement. Upon execution of this Agreement and

annually thereafter, CONTRACTOR shall provide to COUNTY and maintain a list of the

equipment assigned by CONTRACTOR to provide Services under this Agreement. The list must

include the year, make, model, vehicle type, license tag number, and fleet identification number

for each vehicle. All trucks and auxiliary equipment must be regularly maintained in a manner

necessary to prevent discharge of collected material, automotive fluids, and hydraulic fluids into

the environment. The collection equipment list must include all Containers and Garbage Carts

used in the Service Area, listing the type and size of container and the identification number (if

any) for each Container or Garbage Cart.

CONTRACTOR shall have sufficient equipment available to ensure that (b)

CONTRACTOR can adequately and efficiently perform the duties specified in this Agreement at

all times. CONTRACTOR shall have available sufficient reserve equipment that can be put into

service within twelve (12) hours of any breakdown or malfunction of CONTRACTOR's primary

equipment. Such reserve equipment must correspond in size and capacity to the equipment

CONTRACTOR primarily uses to perform its contractual duties.

Equipment Markings. Equipment must be maintained in a safe working condition (c)

and must prominently display the name and telephone number of CONTRACTOR and vehicle

number on each side of all collection vehicles in letters or numbers of not less than twelve (12)

inches in height. The rear of the vehicle must display signs warning the public of frequent stops.

These signs must be of sufficient size to be seen by motorists following CONRACTOR's vehicles.

All vehicles must be numbered and a record kept of each vehicle to which each number is assigned.

CONTRACTOR shall affix COUNTY non-transferable decals on CONTRACTOR's trucks.

These decals must identify CONTRACTOR as a COUNTY franchise with the right to provide

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 13 of 35

Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals will

be re-issued annually on or about September 30 to CONTRACTOR upon renewal of the

Agreement.

Section 12. Office.

(a) CONTRACTOR shall maintain, at its expense, an office within the geographic area

of Seminole County where service inquiries and complaints can be received or, in the alternative,

a toll-free telephone access for Customers residing within the Service Area. CONTRACTOR's

office must be equipped with sufficient telephones, have responsible persons on duty during

operating hours, and be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday

through Friday, excluding holidays. CONTRACTOR shall provide either a telephone answering

service or mechanical device to receive service inquiries and complaints during all times when

telephones are not answered by CONTRACTOR employees.

(b) Emergency Contact. CONTRACTOR shall provide the Contract Administrator

with the name and telephone number of an emergency contact person who can be reached outside

of the required office hours. The contact person must have the ability to authorize CONTRACTOR

operations in case of COUNTY direction in situations requiring immediate attention.

(c) Designation of Agent. CONTRACTOR shall designate in writing to the Contract

Administrator annually, on or before September 30, the person to serve as liaison between

CONTRACTOR and the Contract Administrator. CONTRACTOR shall notify the Contract

Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. CONTRACTOR shall obtain, at its expense, all

permits and licenses required by law or rule and maintain the permits and licenses in full force and

effect throughout the Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 14 of 35

150

Section 14. Manner of Collection. CONTRACTOR shall perform collection services

with as little disturbance as reasonably possible and without obstructing roadways, driveways,

sidewalks, or mailboxes. CONTRACTOR shall ensure its personnel handle Containers and

Garbage Carts with reasonable care and return them standing upright with covers in place to the

approximate location from which they were collected.

Section 15. Personnel of CONTRACTOR.

(a) CONTRACTOR shall employ competent and qualified personnel and provide

operating and safety training to ensure performance of obligations and duties as set forth in this

Agreement. CONTRACTOR's collection personnel shall not use obscene or other offensive

language or gestures and shall treat the public, COUNTY staff, and Customers in a polite and

courteous manner.

(b) Applicable Laws. CONTRACTOR is responsible for ensuring that its employees

comply with all applicable laws and regulations and meet all federal, state, and local requirements

related to their employment and position.

(c) Drivers. Each driver of any collection vehicle must at all times carry a valid Florida

commercial driver's license and all other required licenses and endorsements for the type of vehicle

that is being operated.

(d) Prudent Procedures. CONTRACTOR shall ensure its personnel use pedestrian

walkways while on private property. No trespassing or crossing property to a neighbor's premises

is permitted unless residents or owners of both such properties have given prior written permission.

Care must be taken to prevent damage to containers by unnecessary rough treatment and to

property including flowers, shrubs and other plantings.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 15 of 35

151

(e) All of CONTRACTOR's collection personnel must wear appropriate clothing,

including a shirt bearing CONTRACTOR's name, at all times during the performance of collection

Services.

Section 16. Ownership and Maintenance of Containers.

(a) CONTRACTOR shall provide Containers or Garbage Carts to a Customer.

However, Customers have the option of using their own compactor. In either case, the owner of

the Container or Garbage Cart is solely responsible for maintenance.

(b) Each Container or Garbage Cart provided by CONTRACTOR must be in good

condition and properly maintained. Each Container provided by CONTRACTOR must be labeled

on two (2) sides with CONTRACTOR's name and telephone number in letters and numbers that

are plainly visible. Containers or Carts used for Recycling or Yard Waste Collection must be

clearly labeled for identification, education, and enforcement purposes.

(c) Any Container or Garbage Cart damaged by CONTRACTOR must be repaired or

replaced by CONTRACTOR within five (5) business days at no cost to the Customer. The

replacement must be similar to the original in style, material, quality, and capacity.

Section 17. Spillage and Litter.

(a) General. CONTRACTOR shall not litter or cause any spillage to occur on private

property or the public right-of-way during collection services. CONTRACTOR's collection

vehicles must be equipped with containers, lids, or other appropriate covering, or enclosed so that

leaking, spilling, and blowing of litter or spillage is prevented. CONTRACTOR shall immediately

clean up all litter and spillage caused by CONTRACTOR. CONTRACTOR shall equip all

collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material

receptacle, and any other tools necessary to clean up any spillage or fluid leakage.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 16 of 35 (b) Administrative Fines.

(1) Failure by CONTRACTOR to pick up or clean up the spillage of Solid

Waste within two (2) hours of spillage occurrence:

\$100 for the first incident.

\$250 for the second incident.

\$500 for the third and each subsequent incident thereafter during the

Agreement.

(2) Failure by CONTRACTOR to contain Solid Waste transported in a

collection vehicle:

\$100 for the first incident

\$250 for the second incident

\$500 for the third and each subsequent incident thereafter during the

Agreement.

(3) Any uncovered load will be charged twice the regular fee charged by

COUNTY upon arrival at the Designated Disposal Facility.

(c) Truck Signage. At all times, CONTRACTOR shall display a decal provided by

COUNTY with the following language, "Report Littering from this Vehicle to Seminole County

at 407-665-2260" or other similar language provided by COUNTY.

Section 18. Insurance.

(a) CONTRACTOR shall maintain at all times throughout the duration of this

contract, and at its sole expense, the insurance required under this Section and have this insurance

approved by COUNTY's Risk Program Manager with the Resource Management Department.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 17 of 35 (1) CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-

Contractors providing services under this Agreement (if any) procures and maintains until the

completion of their respective services, insurance of the types and to the limits specified in this

Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the

insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions

of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this

Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in

any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the

provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy

any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of

CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

current Certificate of Insurance signed by an authorized representative of the insurer evidencing

the insurance required by this Section and Exhibit D, and including the following as Certificate

Holder:

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 18 of 35 Seminole County, Florida Seminole County Services Building 1101 East 1st Street

Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the

COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to

the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required

to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before the expiration or replacement of the insurance for which a previous

certificate has been provided.

In addition to providing the Certificate of Insurance, upon request of the (2)

COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies

of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

of the request. Certified copies of policies may only be provided by the Insurer, not the agent or

broker.

Deductible and self-insured retention amounts must be declared to and (3)

approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained

pursuant to this document must be borne by CONTRACTOR.

The insurer's cost of defense, including attorney's fees and attorney's fees **(4)**

on appeal must not be included within the policy limits but must remain the responsibility of

insurer.

In the event of loss covered by Property Insurance, the proceeds of a claim (5)

must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and

CONTRACTOR as their interests may appear.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 19 of 35

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability,

and Business Auto policies.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this

Agreement must apply on a primary and non-contributory basis and any other insurance or self-

insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees will be in excess of and not contributing with the insurance

provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver

of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named

Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies

required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates

of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of

the State of Florida to conduct business in the State of Florida, or (b) with respect only to the

coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized

as a group self-insurer by Section 624.4621, Florida Statutes (2018), as this statute may be

amended from time to time.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 20 of 35 (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2018), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) II, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2018), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 21 of 35 subcontractors of every tier for those sources of liability which would be covered by the latest

edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC

00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In

addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is

to be included for the United States Longshoremen and Harbor Workers' Compensation Act,

Federal Employers' Liability Act and any other applicable federal or state law.

(A)

(B) Subject to the restrictions of coverage found in the standard

CONTRACTOR's insurance must cover CONTRACTOR and its

Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the

amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if

applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and

Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of

Chapter 440, Florida Statutes, Workers' Compensation (2018), as this statute may be amended

from time to time. CONTRACTOR shall provide notification to COUNTY's Risk Manager with

the Resource Management Department and shall complete the COUNTY's Workers'

Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

If approved, the named individuals listed in COUNTY'S approved exemption will be the only

individuals authorized to perform work under this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 22 of 35 (E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

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

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

(3) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles. CONTRACTOR shall maintain coverage for hired and non-owned auto liability. which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980. endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (4) Excess/Umbrella Liability.
- (A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.
- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (5) Pollution Legal Liability.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:
- 1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- 2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- 3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.
- (B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.
- (C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into

or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury

or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(a)

(e) The maintenance of the insurance coverage set forth in this Section may not be

construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 19 below concerning indemnification or any other provision of this Agreement.

Section 19. Indemnification.

CONTRACTOR shall indemnify and save harmless COUNTY, its Commissioners,

officers, agents, and employees from and against any claim, demand, or cause of action of any

kind or nature allegedly arising out of or related to the performance of Services under this

Agreement by CONTRACTOR, its officers, agents, subcontractors, employees, or any like person

or entity in the performance of Services under this Agreement.

(b) CONTRACTOR shall require all subcontractors, if subcontractors are approved by

COUNTY, to enter an agreement containing the provisions set forth in the preceding subsection

in which agreement the subcontractors must fully indemnify COUNTY in accordance with this

Agreement.

(c) Nothing in this Agreement may be construed to make an employee or a

subcontractor of CONTRACTOR an agent, officer, or employee of COUNTY.

(d) By CONTRACTOR or its agent's execution of this Agreement, each parent

company, subsidiary, or joint venturor of CONTRACTOR will be deemed to have fully warranted.

guaranteed, and indemnified COUNTY under the terms and conditions of this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 25 of 35

Section 20. Filing of Requested Information and Documents.

(a) For each month this Agreement is in effect, CONTRACTOR shall file a monthly written report in the format attached to and incorporated in this Agreement as Exhibit "E" with COUNTY on or before the 20th day of the month following the month that is the subject of the report. The written report must identify the types and amounts of waste collected and the amount of the Franchise Fee, if any, due COUNTY for the Commercial Solid Waste Collection Services provided by CONTRACTOR during the month that is the subject of the report. This report must be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. If CONTRACTOR subsequently discovers an error in a report submitted to the Contract Administrator, CONTRACTOR shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of such error.

(b) CONTRACTOR shall maintain books and records of the information included in all reports submitted to COUNTY pertaining to the services provided under this Agreement. Such books and records must be available for inspection and audit by COUNTY at all reasonable times. The monthly reports are designed to assist COUNTY in meeting any local, state, or federal reporting requirements.

(c) CONTRACTOR shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect. CONTRACTOR shall certify to the Contract Administrator that all required documents, including but not limited to, certificates of insurance, audits, compilations, and list of collection equipment, are current and on file with COUNTY.

Section 21. Records. CONTRACTOR shall allow COUNTY, or its authorized agent, access to CONTRACTOR's records as are related to all Services provided under this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 26 of 35 Such records must be available at CONTRACTOR's place of business at all reasonable times

during the Agreement and for three (3) years from the date of expiration of this Agreement for

inspection by COUNTY or other authorized COUNTY representative.

Section 22. Employee Status. Persons employed by CONTRACTOR 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 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 CONTRACTOR, nor do these employees have

any claims to pensions, worker's compensation, unemployment compensation, civil service, or

other employee rights or privileges granted to CONTRACTOR's officers and employees either by

operation of law or by CONTRACTOR.

Section 23. 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:

Director

Department of Environmental Services

Reflections Plaza

500 West Lake Mary Boulevard

Sanford, Florida 32773

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 27 of 35

163

As to CONTRACTOR:

Waster Connections of Florida, Inc.

c/o Matthew Arcarola, District Manager

1099 Miller Drive

Altamonte Springs, Florida 32701

Section 24. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in

the performance of its obligations pursuant to this Agreement with the other party or that would

violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes

(2018), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any

material interest (as defined in Section 112.312(15), Florida Statutes (2018), as this statute may be

amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during

the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that

indicates a possible violation of this Section.

Section 25. Right to Require Performance. The failure of either party at any time to

require performance by the other party of any provisions of this Agreement will in no way affect

the right of either party thereafter to enforce the provisions of this Agreement. No waiver by either

party of any breach of any provisions of this Agreement may be taken or held to be a waiver of

any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) At all times, COUNTY will hold title and ownership to all Solid Waste and all other

material collected by CONTRACTOR pursuant to this Agreement and CONTRACTOR will have

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 28 of 35 no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without

specific prior written authorization from the Contract Administrator. All responsibilities for the

safe and proper transportation of the materials to COUNTY Designated Disposal Facility are with

CONTRACTOR.

(b) Notwithstanding Section 26(a) above, CONTRACTOR may take, keep, process,

alter, and sell Source Separated Recyclable Material that is collected by CONTRACTOR in the

Service Area in accordance with this Agreement, if the Recyclable Material is recycled and the

amount of such Recyclable Materials is reported to Contract Administrator as described in the

Exhibit "E" monthly report and the material is not destined for any use that constitutes disposal.

Materials not recycled, including any materials remaining after Recyclable Material are removed

from a load of Source Separated Recyclable Material, must be delivered by CONTRACTOR to a

Designated Facility.

Section 27. 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 28. Compliance with Laws. CONTRACTOR shall conduct operations under

this Agreement in compliance with all applicable laws.

Section 29. Severability. If any provision of this Agreement or the application of this

Agreement to any person or circumstance is held invalid, it is the intent of the parties that the

invalidity will not affect other provisions or applications of this Agreement that can be given effect

without the invalid provision or application, and to this end the provisions of this Agreement are

declared severable.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 29 of 35

165

Section 30. Assignment and Subcontracting. No assignment or subcontract of this

Agreement or any right occurring under this Agreement may be made in whole or part by

CONTRACTOR without the express written consent of COUNTY. Absent special circumstances,

COUNTY does not intend to withhold approval of assignments within CONTRACTOR's

corporate entities or among CONTRACTOR's corporate subsidiaries, but CONTRACTOR shall

obtain COUNTY's written agreement of all assignments of this Agreement. Except as provided

in the preceding sentence, COUNTY will have full discretion to approve or deny, with or without

cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement

made by CONTRACTOR without the express written consent of COUNTY will be void and will

be grounds for COUNTY to declare a default of this Agreement and immediately terminate this

Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this

Agreement will be deemed immediately terminated. Upon such termination, all liability of

COUNTY under this Agreement to CONTRACTOR will cease. In the event of any assignment,

the assignee shall fully assume all the liabilities of CONTRACTOR and the assignor shall remain

as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. CONTRACTOR shall deliver all Residential and

Commercial Solid Waste collected within the geographical boundaries of Seminole County to a

Designated Disposal Facility and pay the appropriate disposal fees. COUNTY reserves the right

to limit the use of either Designated Disposal Facility, and will provide notice of such limitation

as soon as possible. If a Designated Disposal Facility specified in this Agreement becomes

unavailable for more than one week, CONTRACTOR may deliver Solid Waste to a facility outside

of the geographical boundaries of Seminole County for the duration of such unavailability subject

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 30 of 35 to COUNTY's approval of such facility. Failure to comply with this Section will be cause for

termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and

understanding between the parties and it may not be considered modified, altered, changed, or

amended in any respect unless in writing and signed by the parties. Notwithstanding the above,

COUNTY will have the unilateral right to make changes in this Agreement as the result of changes

in law or ordinances and to impose new and reasonable rules and regulations on CONTRACTOR

under this Agreement relative to the scope and methods of providing Services as may from time

to time be necessary and desirable for the public welfare. The Contract Administrator shall provide

CONTRACTOR reasonable notice of any proposed change by COUNTY and an opportunity to

be heard concerning those matters. The scope and method of providing Services as referenced in

this Agreement will also be liberally construed to include, but not be limited to, the manner,

procedures, operations, and obligations, financial or otherwise, of CONTRACTOR reasonably

necessary to protect the public safety, health, and welfare of the residents of Seminole County.

Nothing contained in this Agreement requires any party to perform any act or function contrary to

law. COUNTY and CONTRACTOR shall enter into good faith negotiations regarding

modifications to this Agreement that may be required in order to implement changes in the interest

of the public welfare or due to changes in law that change the scope of services. When such

modifications are made to this Agreement. COUNTY and CONTRACTOR shall negotiate in good

faith other obligations required of CONTRACTOR due to any modification in the Agreement

under this Section.

Section 33. Independent CONTRACTOR. Nothing contained in this Agreement is

intended or may be construed as, in any manner, creating or establishing a relationship of co-

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 31 of 35

167

partners between the parties or as constituting CONTRACTOR, including its officers, employees,

and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner

whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all

services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to

create nor in fact creates any third-party beneficiaries under this Agreement, nor authorize any

person not a party under this Agreement to maintain an action pursuant to the Agreement.

Section 35. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Se

Section 119.0701. Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 32 of 35

168

- (2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
- (c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.
- (d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10. Florida Statutes.
- CONTRACTOR HAS QUESTIONS REGARDING THE (e) STATUTES, **FLORIDA** 119, CHAPTER APPLICATION **OF** CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING **CONTACT** THE CONTRACTOR CONTRACT, MAY TO **THIS**

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SOLID WASTE MANAGER, AT 407-665-2253, OBOND@SEMINOLECOUNTYFL.GOV, ENVIRONMENTAL SERVICES DEPARTMENT, 500 WEST LAKE MARY BOULEVARD, SANFORD, FL 32773.

Section 36. 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 37. 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 parties have made and executed this Agreement for the purposes stated above.

WITNESSES:	INC.
Signature	By: Mot District Many DENNIS PANTANO, Vice President of Mathew Arcarda, District Manager
Print Name	Date
miles	
Signature	
Michael A. Stutz	

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 34 of 35

ATTEST:	SEMINOLE COUNTY, FLORIDA
	By:
GRANT MALOY	Jay Zembower, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of	As authorized for execution by the Board of
Seminole County only.	County Commissioners at its,
	20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
DGS/sfa	
7/25/2023, 08/07/2023, 08/22/2023	
Five (5) Attachments:	
Exhibit "A" – Map of Franchise Area	
Exhibit "B" - COUNTY Designated Disp	
Exhibit "C" - Application/Annual Renew	al and Update Form
Exhibit "D" Insurance Requirements	
Exhibit "E" - Monthly Report	

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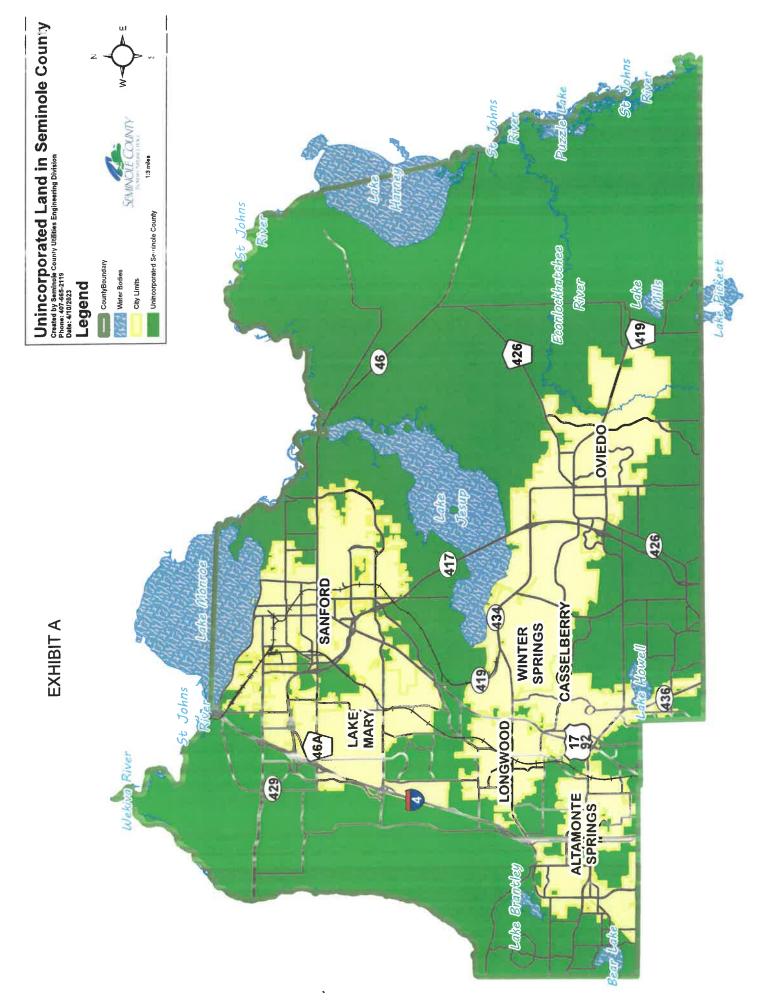


EXHIBIT B

DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement consist of the following:

- The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts Residential Waste and Commercial Waste, Yard Waste, Construction and Demolition Debris, Tires, Bulky Waste, and White Goods.

The Central Transfer Station accepts Residential Waste and Commercial Waste, Yard Waste, Recyclables, and Citizen-delivered Household Hazardous Waste (no hazardous waste derived from businesses). The Central Transfer Station does not accept:

- White Goods (examples include stoves, refrigerators, water heaters and similar appliances)
- Construction and Demolition Debris (examples include roofing material, concrete, lumber, and similar items)
- Bulky waste, or any rigid item over four feet in length that, as determined by the County, is not
 easily crushed
- Any item that may cause a safety hazard in handling or transportation due to its size, weight, or composition.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept Biological or Biomedical Waste.

The Central Transfer Station will be available for unloading of non-restricted Contractor waste during normal operating hours. When the transfer station becomes temporarily unavailable, the County will notify the Contractor as soon as possible. If the transfer station will be unavailable for more than one week, the Contractor will be authorized to select an alternate disposal facility (Seminole County Landfill, or other facility including out of County) for the duration of the transfer station closure. Once the transfer station resumes operations, Contractor will resume deliveries of waste to County facilities per this agreement.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Waste Connections o	f Florida,	Inc.
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Signature of Notary Public, State of Florida

Personally Known to Me Produced Identification

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024 Years of Service The following items are required to process the Application/Annual Renewal and Update Form. Complete all items below, and attach additional sheets if necessary. Date: 7/24/23 Waste Connections of Florida, Inc. Company Name: 1099 Miller Drive Company Address: City, Sate, and Zip Code: Altamonte Springs, Florida 32701 Designated Agent Name: Matthew Arcarola/District Manager 407-831-3054 Local Telephone Number: 407-261-5000 Fax Number: Email Address: randy.lewis@wasteconnections.com The Contractor shall provide the County with the following: (☑ upon completion) Completed, Signed, and Notarized Form - Exhibit "C" 1. Vehicle Equipment List – Include the following information for each truck: (Year, Make, 2. Model, Vehicle Type, License Tag Number, Vehicle ID Number). Collection Equipment List - Include the following information for each container: (Type, 3. Size, and Identification Number). Certificate of Insurance 4. A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form. Application/Annual Renewal fee (\$100.00) 5. Per Vehicle Fee (\$20.00) - Decals will be issued for each vehicle: (Vehicles without decals 6. are unauthorized to collect commercial solid waste in unincorporated Seminole County. Statement of Certification: Waste Connections of Florida, Inc. will abide by the terms and I certified that conditions of the Agreement. Matthew Arcarola/District Manager Designated Agent - Print Name 7/24/23 Designated Agent - Signature Date State of Seminole County of Florida 23 Acknowledged this 24th Month, day of

Notary Seal

SCHEDULE "D"

COMMERCIAL FRANCHISE COLLECTION SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation: Statutory

Employers' Liability: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease Aggregate

\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000 Per Occurrence

\$ 1,000,000 Personal and Advertising Injury

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products and Completed Operations

Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000 Combined Single Limit

(Any Auto or Owned, Hired, and

Non-Owned Autos)

D. Excess/Umbrella Liability:

\$4,000,000 Per Occurrence

\$ 4,000,000 Aggregate

E. Pollution Liability: \$ 2,000,000 Per Occurrence

Non-Hazardous Waste Operations \$ 2,000,000 Per Occurrence

\$4,000,000 General Aggregate

Hazardous Waste Operations \$ 4,000,000 Per Occurrence

\$ 8,000,000 General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

09/07/2023

"Fxhihit F" Seminole County Non-Exclusive Commercial Franchise Holder Monthly Report

Include the following customer data on Type of Container (front end, roll off, contained Account Type (solid waste or recycling)	Month/Year of Service	
Type of Container (front end, roll off, co	and of Providence	
Type of Container (front end, roll off, co	n a Microsoft Excel spre	adsheet Version 97 or newer:
Account Type (solid waste of recyoling		
0 11 10 11 11 11 11	, ,	
Capacity of Containers		
Frequency of Collection		
Pickup Schedule (collection days)		
Tons of Commercial Solid Waste Deliv	vered to the Designated Fa	cility:
Tons of Commercial Solid Waste Deliv	vered to Non-Designated F	acility:
Name and Address of Non-Designated		
Tons (by type) of Recovered Materials Tons (by type) of Recovered Materials Name and Address of Non-Designated	Delivered to a Facility other	er than a County Designated Facility
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid	Delivered to a Facility other	er than a County Designated Facility
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid	Delivered to a Facility other	er than a County Designated Facility
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas:	Delivered to a Facility other d Facility: d Waste to Seminole Count Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs	Delivered to a Facility other d Facility: d Waste to Seminole Count Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry	Delivered to a Facility other d Facility: d Waste to Seminole Count Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry	Delivered to a Facility other d Facility: d Waste to Seminole Coun Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry Lake Mary	Delivered to a Facility other d Facility: d Waste to Seminole Coun Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry Lake Mary Longwood	Delivered to a Facility other d Facility: d Waste to Seminole Coun Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo	Delivered to a Facility other d Facility: d Waste to Seminole Coun Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries
Tons (by type) of Recovered Materials Name and Address of Non-Designated Estimated deliveries of Commercial Solid nunicipalities, and surrounding areas: Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford	Delivered to a Facility other d Facility: d Waste to Seminole Coun Estimated Tons (or)	ty Facilities from Seminole County, Estimated % of Deliveries

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0574

Title:

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Coastal Waste & Recycling of Central Florida, LLC., and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024. Countywide (**Kim Ornberg, Environmental Services Director**)

Division:

Environmental Services - Solid Waste Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2023 to September 30, 2024. The firm submitted a timely franchise renewal application and appropriate application fees. The above listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

Requested Action:

Staff requests that the Board of County Commissioners approve and authorize the

File Number: 2024-0574

Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Coastal Waste & Recycling of Central Florida, LLC. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024

COASTAL WASTE & RECYCLING OF CENTRAL FLORIDA, LLC

ENVIRONMENTAL SERVICES DEPARTMENT



SOLID WASTE MANAGEMENT DIVISION

Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Coastal Waste & Recycling of Central Florida, LLC

s: _481 Thorpe Rd		
24		
page & Construction Debris		
etion of Commercial Solid Waste Certificate is valid over 30, 2024 and is applicable to the named tion of Commercial Collection Service in the		
Board of County Commissioners Seminole County, Florida		
By: Jay Zembower Chairman		
Date: As authorized for execution by the Board of County Commissioners at their		



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Contractor (as listed with Florida Department of State Division of Corporations)

October 1 2077 Sentember 20 2074

October 1, 2033 September 30, 2034
The following items are required to process the Application/Annual Renewal and Update Form. Complete all items below, and attach additional sheets if necessary
Date: 7/19/2023
Company Name: Coastal Waste & Recycling of Central Florida, LLC
Company Address: 481 Thorne Road
City, Sate, and Zip Code: Ofiando, FL 32824
Designated Agent Name: John Casagrade, Vice President
Local Telephone Number: 407-905-9200 Fax Number:
Email Address: cwrlicenses@coastalwasteinc.com
The Contractor shall provide the County with the following: (upon completion) 1. X Completed, Signed, and Notarized Form – Exhibit "C"
2. Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
4 Certificate of Insurance
A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate
Resolution must be submitted with this form. 5. X Application/Annual Renewal fee (\$100.00)
Application/Aritual Refewal fee (\$165.55) Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County.
Statement of Certification:
I certified that Coastal Waste & Recycling of Central Floridea, LLC will abide by the terms and
Conditions of the Agreement. John Casagrade, Vice President Designated Agent – Print Name
Designated Agent - Signature Date
State of Florida County
of Palm Beach
Acknowledged this 19th day of July Month, 20 23
Signature of Notary Public, State of Florida
X Personally Known to Me
Produced Identification ELEEN DAMASO MY CONDISSION # HH 420465 EXPRES. November 11, 2027

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF Florida		
COUNTY OF Palm Beach		
COMES NOW,John Casa who deposes and says:	grande , being	first duly sworn
(1) That he/she is the of _Coastal Waste & Recycling of C under the laws of the State ofFlor		
under the laws of the State of	· ·	
(2) That he/she is authorize Agreement on behalf of the above nature (3) That this Affidavit is much Non-Exclusive Franchise Agreement services to the above-named corporate	med corporation; and ade to induce Seminole C nt for commercial solid	ounty to issue a
FURTHER AFFIANT SAYETH	John Casagrande	
The following Affidavit was sign	ed, acknowledged and swo	orn to by
John Casagrande before me thi	es 19 day of July	
MY COMMISSION # HH 428465 EXPIRES: November 11, 2027	Notary Public, State of Florida My commission expires:	11/11/2027

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT is made and entered into between SEMINOLE COUNTY, a

charter county and political subdivision of the State of Florida, whose address is 1101 East 1st

Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" (subsequent

references in this Agreement to "Seminole County" in upper and lower case mean the geographic

area of COUNTY) and COASTAL WASTE & RECYCLING OF CENTRAL FLORIDA,

LLC, a Florida corporation, whose address is 481 Thorpe Road, Orlando, Florida 32824, in this

Agreement referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR collects and transports Commercial Solid Waste generated

in areas of unincorporated Seminole County; and

WHEREAS, COUNTY desires to ensure that such activities are performed by a competent

and qualified contractor in accordance with applicable federal, state, and local laws and consistent

with the public interest; and

WHEREAS, CONTRACTOR is competent and qualified to provide Commercial Solid

Waste Collection Services and desires to provide its collection and transporting services within

unincorporated Seminole County according to the terms and conditions stated in this Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants contained in this

Agreement and other good and valuable consideration, the receipt and sufficiency of are hereby

acknowledged, the parties agree as follows:

Section 1. Definitions. The following definitions apply to this Agreement:

(a) "Agreement" means this Non-Exclusive Franchise Agreement and all written

amendments to it.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 1 of 35

age 1 of 35

(b) "Biological Waste" means waste that causes or has the capacity of causing disease

or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and

other wastes capable of transmitting pathogens to humans or animals, or as may be further defined

by regulation of either the Florida Department of Health or the Florida Department of

Environmental Protection.

(c) "Biomedical Waste" means any solid or liquid waste which may present a threat

of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body

fluids from humans and other primates; laboratory and veterinary wastes which contain human

disease-causing agents; and discarded sharps. "Biomedical Waste" also includes the following:

(1) Used, absorbent materials saturated with blood, blood products, body fluids,

or excretions or secretions contaminated with visible blood; and absorbent materials saturated with

blood or blood products that have dried.

(2) Non-absorbent, disposable devices that have been contaminated with blood,

body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated

by an approved method.

(d) "Bulky Waste" means any non-vegetative tangible item such as furniture,

mattresses, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors

such as but not limited to cars, trucks, motorcycles, and boat motors), or similar items not having

a useful purpose to the owner or abandoned by the owner and having a large size or weight that

precludes disposal by normal methods.

(e) "Collection" means the process whereby Commercial Solid Waste is removed

from the location where it is generated and transported to a COUNTY Designated Disposal

Facility.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 2 of 35

(f) "Commercial Container" means any open top or compactor roll-off box that is

used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle

that is designed or intended to be mechanically or manually dumped into a loader-packer type

truck.

(g)

"Commercial Solid Waste" means Garbage, Bulky Waste, Trash, or Yard Waste

that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste,

Trash, and Yard Waste generated by or at commercial businesses including, but not limited to,

stores, offices, restaurants, warehouses, governmental and institutional office buildings,

agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums,

apartments, other buildings, and parcels of property that have more than four (4) Residential Units

under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid

Waste does not include any material that is Special Waste or Recovered Materials.

(h) "Commercial Solid Waste Collection Service" means the collection and disposal,

or recycling, of waste generated by a commercial property, which service CONTRACTOR

provides for a fee.

(i) "Construction and Demolition Debris" (abbreviated in this Agreement as

"C&D") means materials generally considered to be non-water soluble and non-hazardous in

nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum

wallboard, and lumber from the construction or destruction of a structure as part of a construction

or demolition project. Combining waste other than C&D with C&D will cause the combined waste

to be classified as other than C&D.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 3 of 35 (j) "Contract Administrator" means COUNTY's Environmental Services Director or his or her designee with the authority to administer and monitor the provision of services under

this Agreement.

(k) "Customer" means a person in unincorporated Seminole County that obtains

Commercial Solid Waste Collection Service from CONTRACTOR.

(l) "Designated Disposal Facility" means the management facility designated by

COUNTY for receiving Commercial Solid Waste in accordance with this Agreement.

(m) "Garbage" means all kitchen and table food waste, animal waste, or vegetative

waste, waste that is attendant with or results from the storage, preparation, cooking, or handling of

food materials. Garbage does not include any material that falls within the definition of Special

Waste.

(n) "Garbage Cart" means any commonly available Solid Waste receptacle made of

light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at

the other, furnished with a closely fitted top or lid and one or more handles, and has a capacity of

at least 64 gallons.

(o) "Hazardous Waste" means waste or a combination of wastes, which, because of

its quantity, concentration, physical, chemical, or infectious characteristics, may cause, or

significantly contribute to, an increase in mortality or an increase in serious irreversible or

incapacitating reversible illness or may pose a substantial present or potential hazard to human

health or the environment when improperly transported, disposed of, stored, treated or otherwise

managed. Hazardous Waste is regulated by the State of Florida, Department of Environmental

Protection pursuant to Chapter 62-730, Florida Administrative Code.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 4 of 35 (p) "Industrial Solid Waste" means Solid Waste generated by manufacturing or

industrial processes that is not a Hazardous Waste. Industrial Solid Waste may include, but is not

limited to, waste resulting from the following manufacturing processes or products: electric power

generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic

chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals

manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper

industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products;

textile manufacturing; transportation equipment; and water treatment. This term does not include

mining waste or oil and gas waste.

(q) "Person" means a natural or artificial person, including but not limited to, an

individual, firm, corporation, partnership, association, municipality, county, authority, or other

entity, however organized.

(r) "Recovered Materials" means materials, including but not limited to metal, paper,

glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly

recycled, and have been diverted and source separated or have been removed from the Solid Waste

stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent

processing or separation from each other, but this term does not include materials destined for any

use that constitutes disposal. Recovered Materials are not Solid Waste.

(s) "Recyclable Material" means materials that are capable of being recycled and that

would otherwise be processed or disposed of as Solid Waste. Examples include; newspaper,

corrugated cardboard, other fiber, aluminum cans, steel cans, bottles, plastic items, and other

containers.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 5 of 35

- (t) "Residential Solid Waste" means Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.
- (u) "Residential Unit" means a structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.
- (v) "Service Area" means the unincorporated area of Seminole County, as set forth in Exhibit "A," attached to and incorporated in this Agreement by reference, for which CONTRACTOR has executed this Agreement to provide Services.
- (w) "Source Separated" means Recovered Materials that are separated from Solid Waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus Solid Waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated if such materials contain more than ten percent (10%) Solid Waste by volume or weight.
 - (x) "Solid Waste" means Garbage, rubbish, Yard Waste, White Goods, and furniture.
- (y) "Special Waste" means wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, Biological Waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, and Yard Waste.
- (z) "Trash" means accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 6 of 35 (aa) "Uncontrollable Forces" mean any event which results in the prevention or delay

of performance by a party of its obligation under this Agreement that is beyond the reasonable

control of the non-performing party. This term includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage by

a third party.

(bb) "White Goods" means inoperative and discarded refrigerators, ranges, washers,

water heaters, freezers, and other similar large, domestic appliances.

(cc) "Yard Waste" means all accumulations of vegetative matter from yard and

landscaping maintenance including, but not limited to, leaves, grass, or shrubbery cuttings, and

other refuse attendant to the care of lawns, shrubbery, vines, trees, and tree limbs.

Section 2. Term. The term of this Agreement commences on the Effective Date of

this Agreement and continues through September 30, 2024. This Agreement may be subsequently

renewed at COUNTY's option for successive periods not to exceed one (1) year each, unless earlier

terminated as provided in this Agreement, but this Agreement may not be extended by renewal

beyond September 30, 2034.

Section 3. Commencement of Services. The services provided by CONTRACTOR

under this Agreement will commence on the Effective Date of this Agreement.

Section 4. Services Provided by CONTRACTOR. CONTRACTOR is hereby

granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services, as this

term is defined in this Agreement, to the Service Area as described in Exhibit "A."

(a) Commercial Solid Waste Collection Services. CONTRACTOR shall provide

Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance

is not created and that the public health, safety, and welfare is protected. CONTRACTOR, at its

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 7 of 35 discretion, may offer services to the Customer beyond the description of services in this Section 4

and in the other applicable Sections of this Agreement.

(1) Commercial Solid Waste Collection Service must be scheduled for a

minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection

may be extended due to extraordinary circumstances or conditions with prior consent from the

Contract Administrator. Solid waste generated or produced in unincorporated Seminole County

must be transported to and disposed of at a COUNTY Designated Disposal Facility as set forth in

the list of Designated Facilities attached to and incorporated in this Agreement as Exhibit "B."

(2) Subject to other provisions of this Agreement, the size and number of the

Containers or Garbage Carts and the frequency of Collection provided by CONTRACTOR will be

determined by the Customer and CONTRACTOR. CONTRACTOR shall ensure that the size and

number of the Containers or Garbage Carts and the frequency of the Collection service are

sufficient so that Commercial Solid Waste is not placed or stored outside the Containers or Carts.

(3) CONTRACTOR shall use mechanical Containers where providing

Commercial Solid Waste Collection Service. However, CONTRACTOR may use Garbage Carts

in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste

or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for

Recycling Collection must be clearly labeled for identification, education, and enforcement

purposes. The Contract Administrator may require the use of a larger Container or more frequent

Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, if the

Contract Administrator determines that such action is necessary for compliance with this

Agreement or to protect the public health, safety, or welfare.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 8 of 35 (4) CONTRACTOR shall thoroughly empty all Containers or Garbage Carts.

CONTRACTOR shall not combine Solid Waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services. CONTRACTOR shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a COUNTY Non-Exclusive Franchise Agreement, or a holder of a COUNTY Certificate of Public Convenience and Necessity.

(c) Commercial Yard Waste Collection Services. CONTRACTOR shall collect Yard Waste separately from other types of Commercial Solid Waste.

(d) Contractor acknowledges that Sections 258.3 through 258.6 of the Seminole County Code require commercial refuse containers within Urban Bear Management Areas to be bear resistant. As such, Contractor understands this requirement applies to any type of refuse container used for commercial collection services within Urban Bear Management Areas.

Section 5. Other Waste Services. CONTRACTOR is not required to collect and dispose of biohazardous Waste, biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, CONTRACTOR may offer these Services in its Service Area. Collection and disposal of the wastes identified in this Section 5 are not regulated under this Agreement. If CONTRACTOR provides these services, CONTRACTOR shall strictly comply with all applicable federal, state, and local laws and regulations.

Section 6. CONTRACTOR's Rates, Billing Collection and Method of Collection.

(a) CONTRACTOR is solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the Customer. CONTRACTOR shall solely bill and collect for Services at a rate to be agreed upon between CONTRACTOR and the Customer.

Non-Exclusive Franchisc Agreement for Commercial Solid Waste Collection Services Page 9 of 35 (b) CONTRACTOR, at its discretion, may terminate any Services for Customers failing to pay for Services.

Section 7. Tipping Fees. Subject to the provisions in this Agreement, CONTRACTOR shall pay to COUNTY the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste that CONTRACTOR delivers to the Designated Facility.

Section 8. Certification and Renewal Fees. CONTRACTOR shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached to and incorporated in this Agreement as Exhibit "C," for the collection of Commercial Solid Waste. This form must be submitted annually on or before each September 30 following the date of execution of the Agreement. COUNTY, by duly adopted resolution, may amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) COUNTY may terminate this Agreement by providing CONTRACTOR thirty (30) days written notice upon the occurrence of any of the following:

(1) CONTRACTOR has defaulted, whether such default is considered minor or material, by: (i) failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement or any of the rules and regulations promulgated by COUNTY under this Agreement; or (ii) by wrongfully failing or refusing to comply with the instructions of the Contract Administrator relative to this Agreement. In the event of such default, CONTRACTOR will have thirty (30) days from receipt of written notice from COUNTY to cure such default or this Agreement will be terminated. If by reason of the nature of such default, the default cannot be remedied within thirty (30) days following receipt by CONTRACTOR of written demand from the Contract Administrator to do so, CONTRACTOR must at a minimum commence the remedy

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 10 of 35 of such default within thirty (30) days following COUNTY's written notice and continue diligently

to cure the default or this Agreement will be terminated. CONTRACTOR will have the burden of

proof to demonstrate that the default cannot be cured within thirty (30) days, that CONTRACTOR

is proceeding with diligence to cure the default, and that the default will be cured within a

reasonable period of time.

CONTRACTOR takes the benefit of any present or future insolvency (2)

statute, makes a general assignment for the benefit of creditors, files a voluntary petition in

bankruptcy, or a petition or answer seeking an arrangement for its reorganization or the

readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of

the United States or any if its states, or consents to the appointment of a receiver trustee or

liquidator of all or substantially all of CONTRACTOR's assets.

By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an (3)

order is made approving a petition filed by any of CONTRACTOR's creditors or stockholders

seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under the federal

bankruptcy laws or any law or statute of the United States or of any of its states, provided that if

any such judgment or order is stayed or vacated within sixty (60) days after entry, any notice of

termination will become null, void, and of no effect, unless such stayed judgment or order is

reinstated, in which case the default and termination will be deemed immediate.

By or pursuant to or under authority of any legislative act, resolution, or rule (4)

or any order or decree of any court or governmental board, agency, or officer having jurisdiction,

a receiver, trustee, or liquidator takes possession or control of all or substantially all of the assets

of CONTRACTOR and such possession or control continues in effect for a period of at least sixty

(60) days.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 11 of 35

(b) Conditions beyond the control of CONTRACTOR are not conditions of default, including riots, acts of God, war, governmental laws, regulations, or restrictions.

Section 10. Designated Disposal Facilities Calculation. For any year during the Agreement, if CONTRACTOR collects or receives Commercial Solid Waste generated or produced in the Service Area, but CONTRACTOR fails to deliver the Commercial Solid Waste to the Designated Disposal Facility, as required in this Agreement, then CONTRACTOR shall: (a) pay COUNTY for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to CONTRACTOR's business in the Service Area. The following formula will be used to calculate the amount to be paid COUNTY for the shortfall in tonnage:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that CONTRACTOR delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that COUNTY charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due from CONTRACTOR to COUNTY. The average tipping fee (TF) for the year will be determined by: (a) identifying the tipping fee for Solid Waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing the result by twelve (12). The amount owed COUNTY will be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) CONTRACTOR shall provide collection equipment, at all times, in good working condition, meeting industry standards, and sufficient to permit CONTRACTOR to efficiently and

safely perform the Services specified in this Agreement. Upon execution of this Agreement and

annually thereafter, CONTRACTOR shall provide to COUNTY and maintain a list of the

equipment assigned by CONTRACTOR to provide Services under this Agreement. The list must

include the year, make, model, vehicle type, license tag number, and fleet identification number

for each vehicle. All trucks and auxiliary equipment must be regularly maintained in a manner

necessary to prevent discharge of collected material, automotive fluids, and hydraulic fluids into

the environment. The collection equipment list must include all Containers and Garbage Carts

used in the Service Area, listing the type and size of container and the identification number (if

any) for each Container or Garbage Cart.

(b) CONTRACTOR shall have sufficient equipment available to ensure that

CONTRACTOR can adequately and efficiently perform the duties specified in this Agreement at

all times. CONTRACTOR shall have available sufficient reserve equipment that can be put into

service within twelve (12) hours of any breakdown or malfunction of CONTRACTOR's primary

equipment. Such reserve equipment must correspond in size and capacity to the equipment

CONTRACTOR primarily uses to perform its contractual duties.

(c) Equipment Markings. Equipment must be maintained in a safe working condition

and must prominently display the name and telephone number of CONTRACTOR and vehicle

number on each side of all collection vehicles in letters or numbers of not less than twelve (12)

inches in height. The rear of the vehicle must display signs warning the public of frequent stops.

These signs must be of sufficient size to be seen by motorists following CONRACTOR's vehicles.

All vehicles must be numbered and a record kept of each vehicle to which each number is assigned.

CONTRACTOR shall affix COUNTY non-transferable decals on CONTRACTOR's trucks.

These decals must identify CONTRACTOR as a COUNTY franchise with the right to provide

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 13 of 35

rage 15 01 55

Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals will

be re-issued annually on or about September 30 to CONTRACTOR upon renewal of the

Agreement.

(b)

Section 12. Office.

(a) CONTRACTOR shall maintain, at its expense, an office within the geographic area

of Seminole County where service inquiries and complaints can be received or, in the alternative,

a toll-free telephone access for Customers residing within the Service Area. CONTRACTOR's

office must be equipped with sufficient telephones, have responsible persons on duty during

operating hours, and be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday

through Friday, excluding holidays. CONTRACTOR shall provide either a telephone answering

service or mechanical device to receive service inquiries and complaints during all times when

telephones are not answered by CONTRACTOR employees.

Emergency Contact. CONTRACTOR shall provide the Contract Administrator

with the name and telephone number of an emergency contact person who can be reached outside

of the required office hours. The contact person must have the ability to authorize CONTRACTOR

operations in case of COUNTY direction in situations requiring immediate attention.

(c) Designation of Agent. CONTRACTOR shall designate in writing to the Contract

Administrator annually, on or before September 30, the person to serve as liaison between

CONTRACTOR and the Contract Administrator. CONTRACTOR shall notify the Contract

Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. CONTRACTOR shall obtain, at its expense, all

permits and licenses required by law or rule and maintain the permits and licenses in full force and

effect throughout the Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 14 of 35

Section 14. Manner of Collection. CONTRACTOR shall perform collection services

with as little disturbance as reasonably possible and without obstructing roadways, driveways,

sidewalks, or mailboxes. CONTRACTOR shall ensure its personnel handle Containers and

Garbage Carts with reasonable care and return them standing upright with covers in place to the

approximate location from which they were collected.

Section 15. Personnel of CONTRACTOR.

(a) CONTRACTOR shall employ competent and qualified personnel and provide

operating and safety training to ensure performance of obligations and duties as set forth in this

Agreement. CONTRACTOR's collection personnel shall not use obscene or other offensive

language or gestures and shall treat the public, COUNTY staff, and Customers in a polite and

courteous manner.

(b) Applicable Laws. CONTRACTOR is responsible for ensuring that its employees

comply with all applicable laws and regulations and meet all federal, state, and local requirements

related to their employment and position.

(c) Drivers. Each driver of any collection vehicle must at all times carry a valid Florida

commercial driver's license and all other required licenses and endorsements for the type of vehicle

that is being operated.

(d) Prudent Procedures. CONTRACTOR shall ensure its personnel use pedestrian

walkways while on private property. No trespassing or crossing property to a neighbor's premises

is permitted unless residents or owners of both such properties have given prior written permission.

Care must be taken to prevent damage to containers by unnecessary rough treatment and to

property including flowers, shrubs and other plantings.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 15 of 35

(e) All of CONTRACTOR's collection personnel must wear appropriate clothing,

including a shirt bearing CONTRACTOR's name, at all times during the performance of collection

Services.

Section 16. Ownership and Maintenance of Containers.

(a) CONTRACTOR shall provide Containers or Garbage Carts to a Customer.

However, Customers have the option of using their own compactor. In either case, the owner of

the Container or Garbage Cart is solely responsible for maintenance.

(b) Each Container or Garbage Cart provided by CONTRACTOR must be in good

condition and properly maintained. Each Container provided by CONTRACTOR must be labeled

on two (2) sides with CONTRACTOR's name and telephone number in letters and numbers that

are plainly visible. Containers or Carts used for Recycling or Yard Waste Collection must be

clearly labeled for identification, education, and enforcement purposes.

(c) Any Container or Garbage Cart damaged by CONTRACTOR must be repaired or

replaced by CONTRACTOR within five (5) business days at no cost to the Customer. The

replacement must be similar to the original in style, material, quality, and capacity.

Section 17. Spillage and Litter.

(a) General. CONTRACTOR shall not litter or cause any spillage to occur on private

property or the public right-of-way during collection services. CONTRACTOR's collection

vehicles must be equipped with containers, lids, or other appropriate covering, or enclosed so that

leaking, spilling, and blowing of litter or spillage is prevented. CONTRACTOR shall immediately

clean up all litter and spillage caused by CONTRACTOR. CONTRACTOR shall equip all

collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material

receptacle, and any other tools necessary to clean up any spillage or fluid leakage.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 16 of 35

(b) Administrative Fines.

(1) Failure by CONTRACTOR to pick up or clean up the spillage of Solid

Waste within two (2) hours of spillage occurrence:

\$100 for the first incident.

\$250 for the second incident.

\$500 for the third and each subsequent incident thereafter during the

Agreement.

(2) Failure by CONTRACTOR to contain Solid Waste transported in a

collection vehicle:

\$100 for the first incident

\$250 for the second incident

\$500 for the third and each subsequent incident thereafter during the

Agreement.

(3) Any uncovered load will be charged twice the regular fee charged by

COUNTY upon arrival at the Designated Disposal Facility.

(c) Truck Signage. At all times, CONTRACTOR shall display a decal provided by

COUNTY with the following language, "Report Littering from this Vehicle to Seminole County

at 407-665-2260" or other similar language provided by COUNTY.

Section 18. Insurance.

(a)

CONTRACTOR shall maintain at all times throughout the duration of this

contract, and at its sole expense, the insurance required under this Section and have this insurance

approved by COUNTY's Risk Program Manager with the Resource Management Department.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 17 of 35 (1) CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-

Contractors providing services under this Agreement (if any) procures and maintains until the

completion of their respective services, insurance of the types and to the limits specified in this

Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the

insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions

of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this

Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in

any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the

provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy

any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of

CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

current Certificate of Insurance signed by an authorized representative of the insurer evidencing

the insurance required by this Section and Exhibit D, and including the following as Certificate

Holder:

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 18 of 35

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

Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the

COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to

the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required

to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before the expiration or replacement of the insurance for which a previous

certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the

COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies

of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

of the request. Certified copies of policies may only be provided by the Insurer, not the agent or

broker.

(3) Deductible and self-insured retention amounts must be declared to and

approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained

pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal must not be included within the policy limits but must remain the responsibility of

insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim

must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and

CONTRACTOR as their interests may appear.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 19 of 35

age 19 01 32

(6) Additional Insured: Seminole County, Florida, its officials, officers, and

employees must be included as Additional Insureds under General Liability, Umbrella Liability,

and Business Auto policies.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this

Agreement must apply on a primary and non-contributory basis and any other insurance or self-

insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees will be in excess of and not contributing with the insurance

provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver

of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named

Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies

required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates

of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of

the State of Florida to conduct business in the State of Florida, or (b) with respect only to the

coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized

as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be

amended from time to time.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 20 of 35 (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority

or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as

this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and

Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as

CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different

insurance company meeting the requirements of this Agreement. Until such time as

CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the

COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of

CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain,

and keep in force amounts and types of insurance conforming to the minimum requirements set

forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become

effective prior to the commencement of work by CONTRACTOR and must be maintained in force

until final completion or such other time as required by this Agreement. The amounts and types of

insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 21 of 35 subcontractors of every tier for those sources of liability which would be covered by the latest

edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC

00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In

addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is

to be included for the United States Longshoremen and Harbor Workers' Compensation Act,

Federal Employers' Liability Act and any other applicable federal or state law.

(A)

(B) Subject to the restrictions of coverage found in the standard

CONTRACTOR's insurance must cover CONTRACTOR and its

Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the

amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if

applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and

Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of

Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended

from time to time. CONTRACTOR shall provide notification to COUNTY's Risk Manager with

the Resource Management Department and shall complete the COUNTY's Workers'

Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

If approved, the named individuals listed in COUNTY'S approved exemption will be the only

individuals authorized to perform work under this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 22 of 35 (E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
- (C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.
 - (3) Business Auto Policy.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (4) Excess/Umbrella Liability.
- (A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.
- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (5) Pollution Legal Liability.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:
- Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- 2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- 3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.
- (B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.
- (C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into

or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury

or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be

construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 19 below concerning indemnification or any other provision of this Agreement.

Section 19. Indemnification.

(a) CONTRACTOR shall indemnify and save harmless COUNTY, its Commissioners,

officers, agents, and employees from and against any claim, demand, or cause of action of any

kind or nature allegedly arising out of or related to the performance of Services under this

Agreement by CONTRACTOR, its officers, agents, subcontractors, employees, or any like person

or entity in the performance of Services under this Agreement.

(b) CONTRACTOR shall require all subcontractors, if subcontractors are approved by

COUNTY, to enter an agreement containing the provisions set forth in the preceding subsection

in which agreement the subcontractors must fully indemnify COUNTY in accordance with this

Agreement.

(c) Nothing in this Agreement may be construed to make an employee or a

subcontractor of CONTRACTOR an agent, officer, or employee of COUNTY.

(d) By CONTRACTOR or its agent's execution of this Agreement, each parent

company, subsidiary, or joint venturor of CONTRACTOR will be deemed to have fully warranted,

guaranteed, and indemnified COUNTY under the terms and conditions of this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 25 of 35

Section 20. Filing of Requested Information and Documents.

(a) For each month this Agreement is in effect, CONTRACTOR shall file a monthly

written report in the format attached to and incorporated in this Agreement as Exhibit "E" with

COUNTY on or before the 20th day of the month following the month that is the subject of the

report. The written report must identify the types and amounts of waste collected and the amount

of the Franchise Fee, if any, due COUNTY for the Commercial Solid Waste Collection Services

provided by CONTRACTOR during the month that is the subject of the report. This report must

be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. If

CONTRACTOR subsequently discovers an error in a report submitted to the Contract

Administrator, CONTRACTOR shall submit a revised report and pay the additional Franchise Fee,

if any, within ten (10) days after discovery of such error.

(b) CONTRACTOR shall maintain books and records of the information included in

all reports submitted to COUNTY pertaining to the services provided under this Agreement. Such

books and records must be available for inspection and audit by COUNTY at all reasonable times.

The monthly reports are designed to assist COUNTY in meeting any local, state, or federal

reporting requirements.

(c) CONTRACTOR shall file with the Contract Administrator all documents and

reports required by this Agreement. During the month of September for each year this Agreement

is in effect, CONTRACTOR shall certify to the Contract Administrator that all required

documents, including but not limited to, certificates of insurance, audits, compilations, and list of

collection equipment, are current and on file with COUNTY.

Section 21. Records. CONTRACTOR shall allow COUNTY, or its authorized agent,

access to CONTRACTOR's records as are related to all Services provided under this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 26 of 35

Such records must be available at CONTRACTOR's place of business at all reasonable times

during the Agreement and for three (3) years from the date of expiration of this Agreement for

inspection by COUNTY or other authorized COUNTY representative.

Section 22. Employee Status. Persons employed by CONTRACTOR 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 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 CONTRACTOR, nor do these employees have

any claims to pensions, worker's compensation, unemployment compensation, civil service, or

other employee rights or privileges granted to CONTRACTOR's officers and employees either by

operation of law or by CONTRACTOR.

Section 23. 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:

Director

Department of Environmental Services

Reflections Plaza

500 West Lake Mary Boulevard

Sanford, Florida 32773

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services

Page 27 of 35

As to CONTRACTOR:

Coastal Waste & Recycling of Central Florida, LLC c/o John Casagrande, Vice President 481 Thorpe Road Orlando, Florida 32824

Section 24. Conflict of Interest.

- (a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.
- (b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
- (c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of either party thereafter to enforce the provisions of this Agreement. No waiver by either party of any breach of any provisions of this Agreement may be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) At all times, COUNTY will hold title and ownership to all Solid Waste and all other material collected by CONTRACTOR pursuant to this Agreement and CONTRACTOR will have

no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without

specific prior written authorization from the Contract Administrator. All responsibilities for the

safe and proper transportation of the materials to COUNTY Designated Disposal Facility are with

CONTRACTOR.

(b) Notwithstanding Section 26(a) above, CONTRACTOR may take, keep, process,

alter, and sell Source Separated Recyclable Material that is collected by CONTRACTOR in the

Service Area in accordance with this Agreement, if the Recyclable Material is recycled and the

amount of such Recyclable Materials is reported to Contract Administrator as described in the

Exhibit "E" monthly report and the material is not destined for any use that constitutes disposal.

Materials not recycled, including any materials remaining after Recyclable Material are removed

from a load of Source Separated Recyclable Material, must be delivered by CONTRACTOR to a

Designated Facility.

Section 27. 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 28. Compliance with Laws. CONTRACTOR shall conduct operations under

this Agreement in compliance with all applicable laws.

Section 29. Severability. If any provision of this Agreement or the application of this

Agreement to any person or circumstance is held invalid, it is the intent of the parties that the

invalidity will not affect other provisions or applications of this Agreement that can be given effect

without the invalid provision or application, and to this end the provisions of this Agreement are

declared severable.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 29 of 35

Section 30. Assignment and Subcontracting. No assignment or subcontract of this

Agreement or any right occurring under this Agreement may be made in whole or part by

CONTRACTOR without the express written consent of COUNTY. Absent special circumstances,

COUNTY does not intend to withhold approval of assignments within CONTRACTOR's

corporate entities or among CONTRACTOR's corporate subsidiaries, but CONTRACTOR shall

obtain COUNTY's written agreement of all assignments of this Agreement. Except as provided

in the preceding sentence, COUNTY will have full discretion to approve or deny, with or without

cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement

made by CONTRACTOR without the express written consent of COUNTY will be void and will

be grounds for COUNTY to declare a default of this Agreement and immediately terminate this

Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this

Agreement will be deemed immediately terminated. Upon such termination, all liability of

COUNTY under this Agreement to CONTRACTOR will cease. In the event of any assignment,

the assignee shall fully assume all the liabilities of CONTRACTOR and the assignor shall remain

as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. CONTRACTOR shall deliver all Residential and

Commercial Solid Waste collected within the geographical boundaries of Seminole County to a

Designated Disposal Facility and pay the appropriate disposal fees. COUNTY reserves the right

to limit the use of either Designated Disposal Facility, and will provide notice of such limitation

as soon as possible. If a Designated Disposal Facility specified in this Agreement becomes

unavailable for more than one week, CONTRACTOR may deliver Solid Waste to a facility outside

of the geographical boundaries of Seminole County for the duration of such unavailability subject

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 30 of 35

to COUNTY's approval of such facility. Failure to comply with this Section will be cause for

termination of this Agreement.

This Agreement constitutes the entire contract and Section 32. Modifications.

understanding between the parties and it may not be considered modified, altered, changed, or

amended in any respect unless in writing and signed by the parties. Notwithstanding the above,

COUNTY will have the unilateral right to make changes in this Agreement as the result of changes

in law or ordinances and to impose new and reasonable rules and regulations on CONTRACTOR

under this Agreement relative to the scope and methods of providing Services as may from time

to time be necessary and desirable for the public welfare. The Contract Administrator shall provide

CONTRACTOR reasonable notice of any proposed change by COUNTY and an opportunity to

be heard concerning those matters. The scope and method of providing Services as referenced in

this Agreement will also be liberally construed to include, but not be limited to, the manner,

procedures, operations, and obligations, financial or otherwise, of CONTRACTOR reasonably

necessary to protect the public safety, health, and welfare of the residents of Seminole County.

Nothing contained in this Agreement requires any party to perform any act or function contrary to

COUNTY and CONTRACTOR shall enter into good faith negotiations regarding law.

modifications to this Agreement that may be required in order to implement changes in the interest

of the public welfare or due to changes in law that change the scope of services. When such

modifications are made to this Agreement, COUNTY and CONTRACTOR shall negotiate in good

faith other obligations required of CONTRACTOR due to any modification in the Agreement

under this Section.

Independent CONTRACTOR. Nothing contained in this Agreement is Section 33.

intended or may be construed as, in any manner, creating or establishing a relationship of co-

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 31 of 35

partners between the parties or as constituting CONTRACTOR, including its officers, employees,

and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner

whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all

services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to

create nor in fact creates any third-party beneficiaries under this Agreement, nor authorize any

person not a party under this Agreement to maintain an action pursuant to the Agreement.

Section 35. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Se

Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 32 of 35

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 33 of 35 CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SOLID WASTE MANAGER, AT 407-665-2253, OBOND@SEMINOLECOUNTYFL.GOV, ENVIRONMENTAL SERVICES DEPARTMENT, 500 WEST LAKE MARY BOULEVARD, SANFORD, FL 32773.

Section 36. 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 37. 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 parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Signature

Print Name

Signature

Print Name

COASTAL WASTE & RECYCLING OF CENTRAL FLORIDA, LLC

JOHN CASAGRANDE, Vice President

Date

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 34 of 35

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

ATTEST:	SEMINOLE COUNTY, FLORIDA
	By:
GRANT MALOY	Jay Zernbower, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of	As authorized for execution by the Board of
Seminole County only.	County Commissioners at its,
	20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
DGS/sfa	
10/06/2023	
Five (5) Attachments:	
Exhibit "A" – Map of Franchise Area	ŗ
Exhibit "B" - COUNTY Designated I	
Exhibit "C" – Application/Annual Ren	
Exhibit "D" Insurance Requirement	S
Exhibit "E" - Monthly Report	

T:\Users\Legal Secretary CSB\Environmental Services\2023\Franchise Agreementswith Solid Waste Haulers\Commercial Solid Waste Franchise Agt 2023 - Coastal Water & Recycling of Central Florida, LLC rev1.docx

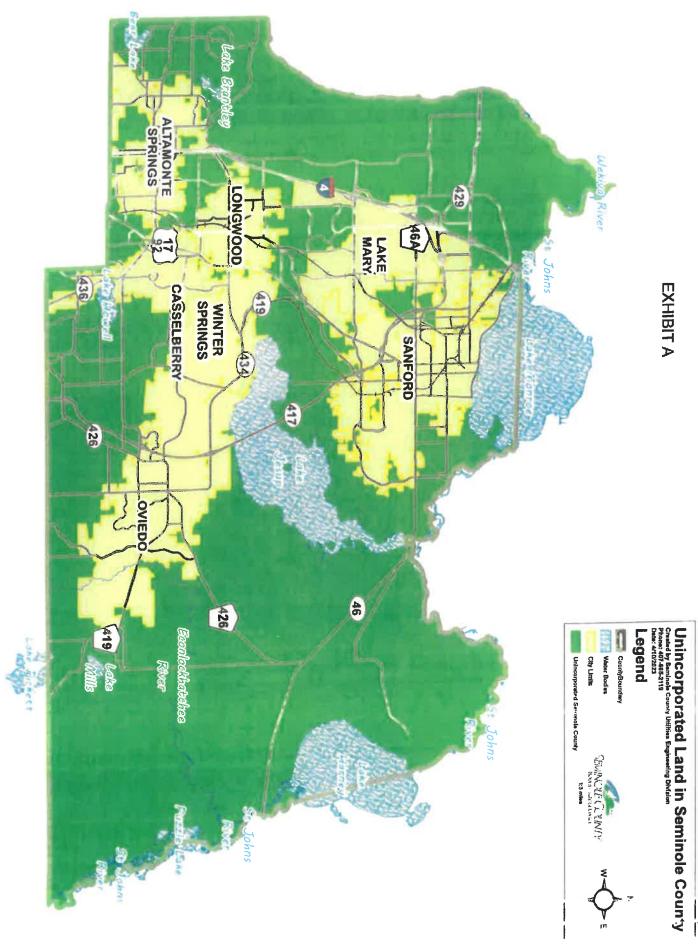


EXHIBIT B

DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement consist of the following:

- The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts Residential Waste and Commercial Waste, Yard Waste, Construction and Demolition Debris, Tires, Bulky Waste, and White Goods.

The Central Transfer Station accepts Residential Waste and Commercial Waste, Yard Waste, Recyclables, and Citizen-delivered Household Hazardous Waste (no hazardous waste derived from businesses). The Central Transfer Station does not accept:

- White Goods (examples include stoves, refrigerators, water heaters and similar appliances)
- Construction and Demolition Debris (examples include roofing material, concrete, lumber, and similar items)
- Bulky waste, or any rigid item over four feet in length that, as determined by the County, is not easily crushed
- Any item that may cause a safety hazard in handling or transportation due to its size, weight, or composition.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept Biological or Biomedical Waste.

The Central Transfer Station will be available for unloading of non-restricted Contractor waste during normal operating hours. When the transfer station becomes temporarily unavailable, the County will notify the Contractor as soon as possible. If the transfer station will be unavailable for more than one week, the Contractor will be authorized to select an alternate disposal facility (Seminole County Landfill, or other facility including out of County) for the duration of the transfer station closure. Once the transfer station resumes operations, Contractor will resume deliveries of waste to County facilities per this agreement.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

Contractor (as listed with Florida Department of State Division of Corporations)

	CORRIAL	104 (62 listed Milit I longe a special	
		October 1, 2023 September 30, 2024	
The follo	wing items are reque e all items below, ar	ired to process the Application/Annual Renewal and and attach additional sheets if necessary	Update Form.
City, S Design Local To The Conf	Date: Company Name: C Company Address: ate, and Zip Code: ated Agent Name: elephone Number: Email Address: tractor shall provide X Completed, Sig X Vehicle Equipm Model, Vehicle X Collection Equi Size, and Identi	oastal Waste & Recycling of Central Florid 481 Thorpe Road Orlando, FL 32824 John Casagrade, Vice President 407-905-9200 Fax Number: cwrlicenses@coastalwasteinc.com the County with the following: (☑ upon completion) and Notarized Form — Exhibit "C" ment List — Include the following information for each to Type, License Tag Number, Vehicle ID Number). pment List — Include the following information for each to Type, License Tag Number, Vehicle ID Number). surance Fee and a per Vehicle Fee based on the current Solid	ruck: (Year, Make, h container: (Type,
5. 6. 6.	Application/An	nnual Renewal fee (\$100.00) (\$20.00) – Decals will be issued for each vehicle: (Ved to collect commercial solid waste in unincorporated	ehicles without decals
Statement I certified	nt of Certification:		bide by the terms and
	of the Agreement.	John Casagrade, Vice Designated Agent – Print Nan Designated Agent - Signature	ne
State of County	Palm Beach		
OI.	Acknowledge		20 <u>23</u>
	X Personally Produced I	Known to Me Notary S Identification ELEEN DAMASO MY COMMISSION # HH 420465 EXPRES November 11, 2027	Tradas

SCHEDULE "D"

COMMERCIAL FRANCHISE COLLECTION SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

	Workers' Compensation:	Statutory	
	Employers' Liability:	\$ 1,000,000	Each Accident
		\$ 1,000,000	Disease Aggregate
		\$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insura	nce:	
		\$ 1,000,000	Per Occurrence
		\$ 1,000,000	Personal and Advertising Injury
		\$ 2,000,000	General Aggregate
		\$ 2,000,000	Products and Completed Operations Aggregate
C.	Business Automobile Liability Insurance:		
		\$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Excess/Umbrella Liability:		
		\$ 4,000,000	Per Occurrence
		\$ 4,000,000	Aggregate
E.	Pollution Liability:	\$ 2,000,000	Per Occurrence
	Non-Hazardous Waste Operations	\$ 2,000,000	Per Occurrence
		\$ 4,000,000	General Aggregate
	Hazardous Waste Operations	\$ 4,000,000	Per Occurrence

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

\$ 8,000,000 General Aggregate

"Fxhihit F"

Seminole County Non-Exclusive Commercial Franchise Holder Monthly Report

	Company Name	
· ·	Month/Year of Service	
iclude the following customer data c	on a Microsoft Excel spre	adsheet Version 97 or newer:
Type of Container (front end, roll off, c		
Account Type (solid waste or recycling	31	
Capacity of Containers		
Frequency of Collection		
Pickup Schedule (collection days)		
Tons of Commercial Solid Waste Deliv	vered to the Designated Fa	cility:
Tons of Commercial Solid Waste Deliv		
Name and Address of Non-Designated		
Name and Address of Non-Designated stimated deliveries of Commercial Solid		
unicipalities, and surrounding areas:		
unicipalities, and surrounding areas: Area Serviced	Estimated Tons (or)	
	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford Winter Springs	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford Winter Springs Unincorporated Seminole County	Estimated Tons (or)	Estimated % of Deliveries
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford Winter Springs Unincorporated Seminole County Other (This information may be of	Estimated Tons (or)	Estimated % of Deliveries ed by the municipalities.)
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford Winter Springs Unincorporated Seminole County	Estimated Tons (or) compared to reports supplierein is accurate, correct, and	Estimated % of Deliveries ed by the municipalities.)
Area Serviced Altamonte Springs Casselberry Lake Mary Longwood Oviedo Sanford Winter Springs Unincorporated Seminole County Other (This information may be of sertify that the information contained here	compared to reports supplied rein is accurate, correct, and onth:	Estimated % of Deliveries ed by the municipalities.)

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0575

Title:

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Container Rental Company, Inc., and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024. Countywide (**Kim Ornberg, Environmental Services Director**)

Division:

Environmental Services - Solid Waste Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2023 to September 30, 2024. The firm submitted a timely franchise renewal application and appropriate application fees. The above listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation to the County.

Concurrently with this renewal certificate, the County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

Requested Action:

Staff recommends that the Board of County Commissioners approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid

File Number: 2024-0575

Waste Collection Service with Container Rental Company, Inc. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2023 to September 30, 2024

CONTAINER RENTAL COMPANY, INC.

ENVIRONMENTAL SERVICES DEPARTMENT



SOLID WASTE MANAGEMENT DIVISION

Company Name: Container Rental Company, Inc.

Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Street Address: _2715 Staten Roa	ad
City, State & Zip: Orlando, FL 328	04
Type of Operation: Commercial Gar	bage & Construction Debris
from October 1,2023 through Septemb	ction of Commercial Solid Waste Certificate is valid per 30, 2024 and is applicable to the named tion of Commercial Collection Service in the
ATTEST:	Board of County Commissioners Seminole County, Florida
Grant Maloy	By: Jay Zembower, Chairman
Clerk to the Board of County Commissioners of Seminole County, Florida	Date: As authorized for execution by the Board of County Commissioners at their, 20, regular meeting.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

CONTAINER RENTAL COMPANY, INC

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023- September 30, 2024 Years of Service

The following items are required Complete all items below, as		pplication/Annual Renewal and Upda heets if necessary.	ite Form.
Date:			
Company Name:	CONTAINER REN	TAL COMPANY, INC	
Company Address:	2715 Staten Road		
City, Sate, and Zip Code:	Orlando, FL 32804		
Designated Agent Name:	Sharee R. Williams		
Local Telephone Number:	407-298-8555	Fax Number: 407-29	5-5956
Email Address:	billing@orlandowas	tepaper.com	
1. Completed, Sig	gned, and Notarized F	following: ((Year Make
		lumber, Vehicle ID Number).	(real, make,
	ipment List – Include i tification Number).	the following information for each cor	tainer: (Type,
4. Certificate of In	surance		
A non-refundable Application Resolution must be submitted		le Fee based on the current Solid Wa	iste Rate
5. Application/Ar	nnual Renewal fee (\$100.00)	
		vill be issued for each vehicle: (Vehic ial solid waste in unincorporated Sem	
Statement of Certification: I certified that CONTAINE	ER RENTAL COMPA	ANY, INC will abide	by the terms and
conditions of the Agreement.		Charas D. Milliams	
		Sharee R. Williams Designated Agent – Print Name	
7.		Charle R. Williand	02/15/2023 Date
State of Hosida County		Designated Agent - Signature	Jale
of Sarge			
Acknowledge	ed this 65 day	of Libruary Month,	20 23
		0	
Signature of Notary Pu	blic, State of Florida		
	Known to Me	Notary Seal	
Produced	Identification	Nancy M. McBride NOTARY PUBLIC STATE OF FLORIDA Comm# GG964875	

Expires 6/26/2024

Seminole County Certificate of Public Convenience and Necessity AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA COUNTY OF ORANGE

COMES NOW, Jerry Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Vice President, an officer
of Container Rental Company, Inc._ corporation existing under the laws of the State of Florida____;
(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

The following Affidavit was signed, acknowledged and sworn to by

before me this before me this day of house 120 23

Notal Public, State of Florida (Signature)

Print Name (above)

My commission expires: 06/24/2024

Nancy M. McBride
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG964875
Expires 6/26/2024

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS AGREEMENT is made and entered into between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" (subsequent references in this Agreement to "Seminole County" in upper and lower case mean the geographic area of COUNTY) and CONTAINER RENTAL COMPANY, INC., a Florida corporation, whose address is 2715 Staten Road, Orlando, Florida 32804, in this Agreement referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR collects and transports Commercial Solid Waste generated in areas of unincorporated Seminole County; and

WHEREAS, COUNTY desires to ensure that such activities are performed by a competent and qualified contractor in accordance with applicable federal, state, and local laws and consistent with the public interest; and

WHEREAS, CONTRACTOR is competent and qualified to provide Commercial Solid Waste Collection Services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated in this Agreement,

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

Section 1. Definitions. The following definitions apply to this Agreement:

(a) "Agreement" means this Non-Exclusive Franchise Agreement and all written amendments to it.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 1 of 35 (b) "Biological Waste" means waste that causes or has the capacity of causing disease

or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and

other wastes capable of transmitting pathogens to humans or animals, or as may be further defined

by regulation of either the Florida Department of Health or the Florida Department of

Environmental Protection.

(c)

"Biomedical Waste" means any solid or liquid waste which may present a threat

of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body

fluids from humans and other primates; laboratory and veterinary wastes which contain human

disease-causing agents; and discarded sharps. "Biomedical Waste" also includes the following:

(1) Used, absorbent materials saturated with blood, blood products, body fluids,

or excretions or secretions contaminated with visible blood; and absorbent materials saturated with

blood or blood products that have dried.

(2) Non-absorbent, disposable devices that have been contaminated with blood,

body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated

by an approved method.

(d) "Bulky Waste" means any non-vegetative tangible item such as furniture,

mattresses, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors

such as but not limited to cars, trucks, motorcycles, and boat motors), or similar items not having

a useful purpose to the owner or abandoned by the owner and having a large size or weight that

precludes disposal by normal methods.

(e) "Collection" means the process whereby Commercial Solid Waste is removed

from the location where it is generated and transported to a COUNTY Designated Disposal

Facility.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 2 of 35 (f) "Commercial Container" means any open top or compactor roll-off box that is

used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle

that is designed or intended to be mechanically or manually dumped into a loader-packer type

truck.

(g)

"Commercial Solid Waste" means Garbage, Bulky Waste, Trash, or Yard Waste

that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste,

Trash, and Yard Waste generated by or at commercial businesses including, but not limited to,

stores, offices, restaurants, warehouses, governmental and institutional office buildings,

agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums,

apartments, other buildings, and parcels of property that have more than four (4) Residential Units

under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid

Waste does not include any material that is Special Waste or Recovered Materials.

(h) "Commercial Solid Waste Collection Service" means the collection and disposal,

or recycling, of waste generated by a commercial property, which service CONTRACTOR

provides for a fee.

(i) "Construction and Demolition Debris" (abbreviated in this Agreement as

"C&D") means materials generally considered to be non-water soluble and non-hazardous in

nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum

wallboard, and lumber from the construction or destruction of a structure as part of a construction

or demolition project. Combining waste other than C&D with C&D will cause the combined waste

to be classified as other than C&D.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 3 of 35 (j) "Contract Administrator" means COUNTY's Environmental Services Director or his or her designee with the authority to administer and monitor the provision of services under

this Agreement.

(k) "Customer" means a person in unincorporated Seminole County that obtains

Commercial Solid Waste Collection Service from CONTRACTOR.

(1) "Designated Disposal Facility" means the management facility designated by

COUNTY for receiving Commercial Solid Waste in accordance with this Agreement.

(m) "Garbage" means all kitchen and table food waste, animal waste, or vegetative

waste, waste that is attendant with or results from the storage, preparation, cooking, or handling of

food materials. Garbage does not include any material that falls within the definition of Special

Waste.

(n) "Garbage Cart" means any commonly available Solid Waste receptacle made of

light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at

the other, furnished with a closely fitted top or lid and one or more handles, and has a capacity of

at least 64 gallons.

(o) "Hazardous Waste" means waste or a combination of wastes, which, because of

its quantity, concentration, physical, chemical, or infectious characteristics, may cause, or

significantly contribute to, an increase in mortality or an increase in serious irreversible or

incapacitating reversible illness or may pose a substantial present or potential hazard to human

health or the environment when improperly transported, disposed of, stored, treated or otherwise

managed. Hazardous Waste is regulated by the State of Florida, Department of Environmental

Protection pursuant to Chapter 62-730, Florida Administrative Code.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 4 of 35

- (p) "Industrial Solid Waste" means Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to, waste resulting from the following manufacturing processes or products: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products;
- (q) "Person" means a natural or artificial person, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

textile manufacturing; transportation equipment; and water treatment. This term does not include

mining waste or oil and gas waste.

- (r) "Recovered Materials" means materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but this term does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- (s) "Recyclable Material" means materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste. Examples include; newspaper, corrugated cardboard, other fiber, aluminum cans, steel cans, bottles, plastic items, and other containers.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 5 of 35

- (t) "Residential Solid Waste" means Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.
- (u) "Residential Unit" means a structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.
- (v) "Service Area" means the unincorporated area of Seminole County, as set forth in Exhibit "A," attached to and incorporated in this Agreement by reference, for which CONTRACTOR has executed this Agreement to provide Services.
- (w) "Source Separated" means Recovered Materials that are separated from Solid Waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus Solid Waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated if such materials contain more than ten percent (10%) Solid Waste by volume or weight.
 - (x) "Solid Waste" means Garbage, rubbish, Yard Waste, White Goods, and furniture.
- (y) "Special Waste" means wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, Biological Waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, and Yard Waste.
- (z) "Trash" means accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

"Uncontrollable Forces" mean any event which results in the prevention or delay of performance by a party of its obligation under this Agreement that is beyond the reasonable

control of the non-performing party. This term includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, and sabotage by

a third party.

(aa)

"White Goods" means inoperative and discarded refrigerators, ranges, washers, (bb)

water heaters, freezers, and other similar large, domestic appliances.

"Yard Waste" means all accumulations of vegetative matter from yard and (cc)

landscaping maintenance including, but not limited to, leaves, grass, or shrubbery cuttings, and

other refuse attendant to the care of lawns, shrubbery, vines, trees, and tree limbs.

Term. The term of this Agreement commences on the Effective Date of Section 2.

this Agreement and continues through September 30, 2024. This Agreement may be subsequently

renewed at COUNTY's option for successive periods not to exceed one (1) year each, unless earlier

terminated as provided in this Agreement, but this Agreement may not be extended by renewal

beyond September 30, 2034.

Commencement of Services. The services provided by CONTRACTOR Section 3.

under this Agreement will commence on the Effective Date of this Agreement.

Services Provided by CONTRACTOR. CONTRACTOR is hereby Section 4.

granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services, as this

term is defined in this Agreement, to the Service Area as described in Exhibit "A."

Commercial Solid Waste Collection Services. CONTRACTOR shall provide (a)

Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance

is not created and that the public health, safety, and welfare is protected. CONTRACTOR, at its

discretion, may offer services to the Customer beyond the description of services in this Section 4 and in the other applicable Sections of this Agreement.

- (1) Commercial Solid Waste Collection Service must be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County must be transported to and disposed of at a COUNTY Designated Disposal Facility as set forth in the list of Designated Facilities attached to and incorporated in this Agreement as Exhibit "B."
- (2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by CONTRACTOR will be determined by the Customer and CONTRACTOR. CONTRACTOR shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Containers or Carts.
- Commercial Solid Waste Collection Service. However, CONTRACTOR may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection must be clearly labeled for identification, education, and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, if the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 8 of 35

- (4) CONTRACTOR shall thoroughly empty all Containers or Garbage Carts.

 CONTRACTOR shall not combine Solid Waste with Yard Waste or Recyclable Material.
- (b) Commercial Recycling Collection Services. CONTRACTOR shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a COUNTY Non-Exclusive Franchise Agreement, or a holder of a COUNTY Certificate of Public Convenience and Necessity.
- (c) Commercial Yard Waste Collection Services. CONTRACTOR shall collect Yard Waste separately from other types of Commercial Solid Waste.
- (d) Contractor acknowledges that Sections 258.3 through 258.6 of the Seminole County Code require commercial refuse containers within Urban Bear Management Areas to be bear resistant. As such, Contractor understands this requirement applies to any type of refuse container used for commercial collection services within Urban Bear Management Areas.
- Section 5. Other Waste Services. CONTRACTOR is not required to collect and dispose of biohazardous Waste, biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, CONTRACTOR may offer these Services in its Service Area. Collection and disposal of the wastes identified in this Section 5 are not regulated under this Agreement. If CONTRACTOR provides these services, CONTRACTOR shall strictly comply with all applicable federal, state, and local laws and regulations.

Section 6. CONTRACTOR's Rates, Billing Collection and Method of Collection.

(a) CONTRACTOR is solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the Customer. CONTRACTOR shall solely bill and collect for Services at a rate to be agreed upon between CONTRACTOR and the Customer.

(b) CONTRACTOR, at its discretion, may terminate any Services for Customers

failing to pay for Services.

Section 7. Tipping Fees. Subject to the provisions in this Agreement,

CONTRACTOR shall pay to COUNTY the tipping fee, if any, in effect at the time of disposal, for

each ton of Commercial Solid Waste that CONTRACTOR delivers to the Designated Facility.

Section 8. Certification and Renewal Fees. CONTRACTOR shall initially and

annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual

Renewal and Update Form, attached to and incorporated in this Agreement as Exhibit "C," for the

collection of Commercial Solid Waste. This form must be submitted annually on or before each

September 30 following the date of execution of the Agreement. COUNTY, by duly adopted

resolution, may amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) COUNTY may terminate this Agreement by providing CONTRACTOR thirty (30)

days written notice upon the occurrence of any of the following:

(1) CONTRACTOR has defaulted, whether such default is considered minor or

material, by: (i) failing or refusing to perform or observe the terms, conditions, or covenants in this

Agreement or any of the rules and regulations promulgated by COUNTY under this Agreement;

or (ii) by wrongfully failing or refusing to comply with the instructions of the Contract

Administrator relative to this Agreement. In the event of such default, CONTRACTOR will have

thirty (30) days from receipt of written notice from COUNTY to cure such default or this

Agreement will be terminated. If by reason of the nature of such default, the default cannot be

remedied within thirty (30) days following receipt by CONTRACTOR of written demand from

the Contract Administrator to do so, CONTRACTOR must at a minimum commence the remedy

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 10 of 35 of such default within thirty (30) days following COUNTY's written notice and continue diligently

to cure the default or this Agreement will be terminated. CONTRACTOR will have the burden of

proof to demonstrate that the default cannot be cured within thirty (30) days, that CONTRACTOR

is proceeding with diligence to cure the default, and that the default will be cured within a

reasonable period of time.

(2) CONTRACTOR takes the benefit of any present or future insolvency

statute, makes a general assignment for the benefit of creditors, files a voluntary petition in

bankruptcy, or a petition or answer seeking an arrangement for its reorganization or the

readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of

the United States or any if its states, or consents to the appointment of a receiver trustee or

liquidator of all or substantially all of CONTRACTOR's assets.

(3) By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an

order is made approving a petition filed by any of CONTRACTOR's creditors or stockholders

seeking CONTRACTOR's reorganization or the readjustment of its indebtedness under the federal

bankruptcy laws or any law or statute of the United States or of any of its states, provided that if

any such judgment or order is stayed or vacated within sixty (60) days after entry, any notice of

termination will become null, void, and of no effect, unless such stayed judgment or order is

reinstated, in which case the default and termination will be deemed immediate.

(4) By or pursuant to or under authority of any legislative act, resolution, or rule

or any order or decree of any court or governmental board, agency, or officer having jurisdiction,

a receiver, trustee, or liquidator takes possession or control of all or substantially all of the assets

of CONTRACTOR and such possession or control continues in effect for a period of at least sixty

(60) days.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 11 of 35 (b) Conditions beyond the control of CONTRACTOR are not conditions of default, including riots, acts of God, war, governmental laws, regulations, or restrictions.

Section 10. Designated Disposal Facilities Calculation. For any year during the Agreement, if CONTRACTOR collects or receives Commercial Solid Waste generated or produced in the Service Area, but CONTRACTOR fails to deliver the Commercial Solid Waste to the Designated Disposal Facility, as required in this Agreement, then CONTRACTOR shall: (a) pay COUNTY for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to CONTRACTOR's business in the Service Area. The following formula will be used to calculate the amount to be paid COUNTY for the shortfall in tonnage:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that CONTRACTOR delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that COUNTY charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due from CONTRACTOR to COUNTY. The average tipping fee (TF) for the year will be determined by: (a) identifying the tipping fee for Solid Waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing the result by twelve (12). The amount owed COUNTY will be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) CONTRACTOR shall provide collection equipment, at all times, in good working condition, meeting industry standards, and sufficient to permit CONTRACTOR to efficiently and

safely perform the Services specified in this Agreement. Upon execution of this Agreement and

annually thereafter, CONTRACTOR shall provide to COUNTY and maintain a list of the

equipment assigned by CONTRACTOR to provide Services under this Agreement. The list must

include the year, make, model, vehicle type, license tag number, and fleet identification number

for each vehicle. All trucks and auxiliary equipment must be regularly maintained in a manner

necessary to prevent discharge of collected material, automotive fluids, and hydraulic fluids into

the environment. The collection equipment list must include all Containers and Garbage Carts

used in the Service Area, listing the type and size of container and the identification number (if

any) for each Container or Garbage Cart.

(b) CONTRACTOR shall have sufficient equipment available to ensure that

CONTRACTOR can adequately and efficiently perform the duties specified in this Agreement at

all times. CONTRACTOR shall have available sufficient reserve equipment that can be put into

service within twelve (12) hours of any breakdown or malfunction of CONTRACTOR's primary

equipment. Such reserve equipment must correspond in size and capacity to the equipment

CONTRACTOR primarily uses to perform its contractual duties.

(c) Equipment Markings. Equipment must be maintained in a safe working condition

and must prominently display the name and telephone number of CONTRACTOR and vehicle

number on each side of all collection vehicles in letters or numbers of not less than twelve (12)

inches in height. The rear of the vehicle must display signs warning the public of frequent stops.

These signs must be of sufficient size to be seen by motorists following CONRACTOR's vehicles.

All vehicles must be numbered and a record kept of each vehicle to which each number is assigned.

CONTRACTOR shall affix COUNTY non-transferable decals on CONTRACTOR's trucks.

These decals must identify CONTRACTOR as a COUNTY franchise with the right to provide

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 13 of 35 Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals will be re-issued annually on or about September 30 to CONTRACTOR upon renewal of the

Agreement.

Section 12. Office.

(a) CONTRACTOR shall maintain, at its expense, an office within the geographic area

of Seminole County where service inquiries and complaints can be received or, in the alternative,

a toll-free telephone access for Customers residing within the Service Area. CONTRACTOR's

office must be equipped with sufficient telephones, have responsible persons on duty during

operating hours, and be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday

through Friday, excluding holidays. CONTRACTOR shall provide either a telephone answering

service or mechanical device to receive service inquiries and complaints during all times when

telephones are not answered by CONTRACTOR employees.

(b) Emergency Contact. CONTRACTOR shall provide the Contract Administrator

with the name and telephone number of an emergency contact person who can be reached outside

of the required office hours. The contact person must have the ability to authorize CONTRACTOR

operations in case of COUNTY direction in situations requiring immediate attention.

(c) Designation of Agent. CONTRACTOR shall designate in writing to the Contract

Administrator annually, on or before September 30, the person to serve as liaison between

CONTRACTOR and the Contract Administrator. CONTRACTOR shall notify the Contract

Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. CONTRACTOR shall obtain, at its expense, all

permits and licenses required by law or rule and maintain the permits and licenses in full force and

effect throughout the Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 14 of 35 Section 14. Manner of Collection. CONTRACTOR shall perform collection services

with as little disturbance as reasonably possible and without obstructing roadways, driveways,

sidewalks, or mailboxes. CONTRACTOR shall ensure its personnel handle Containers and

Garbage Carts with reasonable care and return them standing upright with covers in place to the

approximate location from which they were collected.

Section 15. Personnel of CONTRACTOR.

CONTRACTOR shall employ competent and qualified personnel and provide

operating and safety training to ensure performance of obligations and duties as set forth in this

Agreement. CONTRACTOR's collection personnel shall not use obscene or other offensive

language or gestures and shall treat the public, COUNTY staff, and Customers in a polite and

courteous manner.

(a)

(b) Applicable Laws. CONTRACTOR is responsible for ensuring that its employees

comply with all applicable laws and regulations and meet all federal, state, and local requirements

related to their employment and position.

(c) Drivers. Each driver of any collection vehicle must at all times carry a valid Florida

commercial driver's license and all other required licenses and endorsements for the type of vehicle

that is being operated.

(d) Prudent Procedures. CONTRACTOR shall ensure its personnel use pedestrian

walkways while on private property. No trespassing or crossing property to a neighbor's premises

is permitted unless residents or owners of both such properties have given prior written permission.

Care must be taken to prevent damage to containers by unnecessary rough treatment and to

property including flowers, shrubs and other plantings.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 15 of 35

243

(e) All of CONTRACTOR's collection personnel must wear appropriate clothing, including a shirt bearing CONTRACTOR's name, at all times during the performance of collection

Services.

Section 16. Ownership and Maintenance of Containers.

(a) CONTRACTOR shall provide Containers or Garbage Carts to a Customer.

However, Customers have the option of using their own compactor. In either case, the owner of

the Container or Garbage Cart is solely responsible for maintenance.

(b) Each Container or Garbage Cart provided by CONTRACTOR must be in good

condition and properly maintained. Each Container provided by CONTRACTOR must be labeled

on two (2) sides with CONTRACTOR's name and telephone number in letters and numbers that

are plainly visible. Containers or Carts used for Recycling or Yard Waste Collection must be

clearly labeled for identification, education, and enforcement purposes.

(c) Any Container or Garbage Cart damaged by CONTRACTOR must be repaired or

replaced by CONTRACTOR within five (5) business days at no cost to the Customer. The

replacement must be similar to the original in style, material, quality, and capacity.

Section 17. Spillage and Litter.

(a) General. CONTRACTOR shall not litter or cause any spillage to occur on private

property or the public right-of-way during collection services. CONTRACTOR's collection

vehicles must be equipped with containers, lids, or other appropriate covering, or enclosed so that

leaking, spilling, and blowing of litter or spillage is prevented. CONTRACTOR shall immediately

clean up all litter and spillage caused by CONTRACTOR. CONTRACTOR shall equip all

collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material

receptacle, and any other tools necessary to clean up any spillage or fluid leakage.

- (b) Administrative Fines.
- (1) Failure by CONTRACTOR to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 for the first incident.

\$250 for the second incident.

\$500 for the third and each subsequent incident thereafter during the Agreement.

(2) Failure by CONTRACTOR to contain Solid Waste transported in a collection vehicle:

\$100 for the first incident

\$250 for the second incident

\$500 for the third and each subsequent incident thereafter during the Agreement.

- (3) Any uncovered load will be charged twice the regular fee charged by COUNTY upon arrival at the Designated Disposal Facility.
- (c) Truck Signage. At all times, CONTRACTOR shall display a decal provided by COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by COUNTY.

Section 18. Insurance.

(a) CONTRACTOR shall maintain at all times throughout the duration of this contract, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) CONTRACTOR shall require and ensure that each of its sub-Vendors/sub-

Contractors providing services under this Agreement (if any) procures and maintains until the

completion of their respective services, insurance of the types and to the limits specified in this

Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the

insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions

of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this

Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in

any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the

provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy

any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever

give rise to any duty on the part of COUNTY to exercise this authority for the benefit of

CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

current Certificate of Insurance signed by an authorized representative of the insurer evidencing

the insurance required by this Section and Exhibit D, and including the following as Certificate

Holder:

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 18 of 35 Seminole County, Florida Seminole County Services Building 1101 East 1st Street

Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the

COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to

the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required

to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before the expiration or replacement of the insurance for which a previous

certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the

COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies

of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

of the request. Certified copies of policies may only be provided by the Insurer, not the agent or

broker.

(3) Deductible and self-insured retention amounts must be declared to and

approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained

pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal must not be included within the policy limits but must remain the responsibility of

insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim

must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and

CONTRACTOR as their interests may appear.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 19 of 35

247

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability,

and Business Auto policies.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this

Agreement must apply on a primary and non-contributory basis and any other insurance or self-

insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees will be in excess of and not contributing with the insurance

provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver

of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named

Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies

required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates

of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of

the State of Florida to conduct business in the State of Florida, or (b) with respect only to the

coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized

as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be

amended from time to time.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 20 of 35

- (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- (3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.
- (d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:
 - (1) Workers' Compensation/Employers' Liability.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 21 of 35 (A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time. CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

- (E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.
 - (2) Commercial General Liability.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.
- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
- (C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.
 - (3) Business Auto Policy.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (4) Excess/Umbrella Liability.
- (A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.
- (B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.
 - (5) Pollution Legal Liability.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:
- 1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- 2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- 3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.
- (B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.
- (C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into

or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury

or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be

construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 19 below concerning indemnification or any other provision of this Agreement.

Section 19. Indemnification.

(a) CONTRACTOR shall indemnify and save harmless COUNTY, its Commissioners,

officers, agents, and employees from and against any claim, demand, or cause of action of any

kind or nature allegedly arising out of or related to the performance of Services under this

Agreement by CONTRACTOR, its officers, agents, subcontractors, employees, or any like person

or entity in the performance of Services under this Agreement.

(b) CONTRACTOR shall require all subcontractors, if subcontractors are approved by

COUNTY, to enter an agreement containing the provisions set forth in the preceding subsection

in which agreement the subcontractors must fully indemnify COUNTY in accordance with this

Agreement.

(c) Nothing in this Agreement may be construed to make an employee or a

subcontractor of CONTRACTOR an agent, officer, or employee of COUNTY.

(d) By CONTRACTOR or its agent's execution of this Agreement, each parent

company, subsidiary, or joint venturor of CONTRACTOR will be deemed to have fully warranted,

guaranteed, and indemnified COUNTY under the terms and conditions of this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 25 of 35 Section 20. Filing of Requested Information and Documents.

(a) For each month this Agreement is in effect, CONTRACTOR shall file a monthly

written report in the format attached to and incorporated in this Agreement as Exhibit "E" with

COUNTY on or before the 20th day of the month following the month that is the subject of the

report. The written report must identify the types and amounts of waste collected and the amount

of the Franchise Fee, if any, due COUNTY for the Commercial Solid Waste Collection Services

provided by CONTRACTOR during the month that is the subject of the report. This report must

be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. If

CONTRACTOR subsequently discovers an error in a report submitted to the Contract

Administrator, CONTRACTOR shall submit a revised report and pay the additional Franchise Fee,

if any, within ten (10) days after discovery of such error.

(b) CONTRACTOR shall maintain books and records of the information included in

all reports submitted to COUNTY pertaining to the services provided under this Agreement. Such

books and records must be available for inspection and audit by COUNTY at all reasonable times.

The monthly reports are designed to assist COUNTY in meeting any local, state, or federal

reporting requirements.

(c) CONTRACTOR shall file with the Contract Administrator all documents and

reports required by this Agreement. During the month of September for each year this Agreement

is in effect, CONTRACTOR shall certify to the Contract Administrator that all required

documents, including but not limited to, certificates of insurance, audits, compilations, and list of

collection equipment, are current and on file with COUNTY.

Section 21. Records. CONTRACTOR shall allow COUNTY, or its authorized agent,

access to CONTRACTOR's records as are related to all Services provided under this Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 26 of 35 Such records must be available at CONTRACTOR's place of business at all reasonable times

during the Agreement and for three (3) years from the date of expiration of this Agreement for

inspection by COUNTY or other authorized COUNTY representative.

Section 22. Employee Status. Persons employed by CONTRACTOR 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 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 CONTRACTOR, nor do these employees have

any claims to pensions, worker's compensation, unemployment compensation, civil service, or

other employee rights or privileges granted to CONTRACTOR's officers and employees either by

operation of law or by CONTRACTOR.

Section 23. 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:

Director

Department of Environmental Services

Reflections Plaza

500 West Lake Mary Boulevard

Sanford, Florida 32773

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 27 of 35 As to CONTRACTOR:

Container Rental Company, Inc.

c/o Sharee R. Williams

2715 Staten Road

Orlando, Florida 32804

Section 24. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in

the performance of its obligations pursuant to this Agreement with the other party or that would

violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes

(2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any

material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be

amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during

the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that

indicates a possible violation of this Section.

Section 25. Right to Require Performance. The failure of either party at any time to

require performance by the other party of any provisions of this Agreement will in no way affect

the right of either party thereafter to enforce the provisions of this Agreement. No waiver by either

party of any breach of any provisions of this Agreement may be taken or held to be a waiver of

any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) At all times, COUNTY will hold title and ownership to all Solid Waste and all other

material collected by CONTRACTOR pursuant to this Agreement and CONTRACTOR will have

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 28 of 35 no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without

specific prior written authorization from the Contract Administrator. All responsibilities for the

safe and proper transportation of the materials to COUNTY Designated Disposal Facility are with

CONTRACTOR.

(b) Notwithstanding Section 26(a) above, CONTRACTOR may take, keep, process,

alter, and sell Source Separated Recyclable Material that is collected by CONTRACTOR in the

Service Area in accordance with this Agreement, if the Recyclable Material is recycled and the

amount of such Recyclable Materials is reported to Contract Administrator as described in the

Exhibit "E" monthly report and the material is not destined for any use that constitutes disposal.

Materials not recycled, including any materials remaining after Recyclable Material are removed

from a load of Source Separated Recyclable Material, must be delivered by CONTRACTOR to a

Designated Facility.

Section 27. 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 28. Compliance with Laws. CONTRACTOR shall conduct operations under

this Agreement in compliance with all applicable laws.

Section 29. Severability. If any provision of this Agreement or the application of this

Agreement to any person or circumstance is held invalid, it is the intent of the parties that the

invalidity will not affect other provisions or applications of this Agreement that can be given effect

without the invalid provision or application, and to this end the provisions of this Agreement are

declared severable.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 29 of 35 Section 30. Assignment and Subcontracting. No assignment or subcontract of this

Agreement or any right occurring under this Agreement may be made in whole or part by

CONTRACTOR without the express written consent of COUNTY. Absent special circumstances,

COUNTY does not intend to withhold approval of assignments within CONTRACTOR's

corporate entities or among CONTRACTOR's corporate subsidiaries, but CONTRACTOR shall

obtain COUNTY's written agreement of all assignments of this Agreement. Except as provided

in the preceding sentence, COUNTY will have full discretion to approve or deny, with or without

cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement

made by CONTRACTOR without the express written consent of COUNTY will be void and will

be grounds for COUNTY to declare a default of this Agreement and immediately terminate this

Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this

Agreement will be deemed immediately terminated. Upon such termination, all liability of

COUNTY under this Agreement to CONTRACTOR will cease. In the event of any assignment,

the assignee shall fully assume all the liabilities of CONTRACTOR and the assignor shall remain

as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Waste Deliveries. CONTRACTOR shall deliver all Residential and

Commercial Solid Waste collected within the geographical boundaries of Seminole County to a

Designated Disposal Facility and pay the appropriate disposal fees. COUNTY reserves the right

to limit the use of either Designated Disposal Facility, and will provide notice of such limitation

as soon as possible. If a Designated Disposal Facility specified in this Agreement becomes

unavailable for more than one week, CONTRACTOR may deliver Solid Waste to a facility outside

of the geographical boundaries of Seminole County for the duration of such unavailability subject

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 30 of 35 to COUNTY's approval of such facility. Failure to comply with this Section will be cause for

termination of this Agreement.

Section 32. Modifications. This Agreement constitutes the entire contract and

understanding between the parties and it may not be considered modified, altered, changed, or

amended in any respect unless in writing and signed by the parties. Notwithstanding the above,

COUNTY will have the unilateral right to make changes in this Agreement as the result of changes

in law or ordinances and to impose new and reasonable rules and regulations on CONTRACTOR

under this Agreement relative to the scope and methods of providing Services as may from time

to time be necessary and desirable for the public welfare. The Contract Administrator shall provide

CONTRACTOR reasonable notice of any proposed change by COUNTY and an opportunity to

be heard concerning those matters. The scope and method of providing Services as referenced in

this Agreement will also be liberally construed to include, but not be limited to, the manner,

procedures, operations, and obligations, financial or otherwise, of CONTRACTOR reasonably

necessary to protect the public safety, health, and welfare of the residents of Seminole County.

Nothing contained in this Agreement requires any party to perform any act or function contrary to

law. COUNTY and CONTRACTOR shall enter into good faith negotiations regarding

modifications to this Agreement that may be required in order to implement changes in the interest

of the public welfare or due to changes in law that change the scope of services. When such

modifications are made to this Agreement, COUNTY and CONTRACTOR shall negotiate in good

faith other obligations required of CONTRACTOR due to any modification in the Agreement

under this Section.

Section 33. Independent CONTRACTOR. Nothing contained in this Agreement is

intended or may be construed as, in any manner, creating or establishing a relationship of co-

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 31 of 35 partners between the parties or as constituting CONTRACTOR, including its officers, employees,

and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner

whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all

services performed under this Agreement.

Section 34. Third-Party Beneficiaries. No provision of this Agreement is intended to

create nor in fact creates any third-party beneficiaries under this Agreement, nor authorize any

person not a party under this Agreement to maintain an action pursuant to the Agreement.

Section 35. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Se

Section 119,0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services Page 32 of 35

- (2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
- (c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.
- (d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.
- IF CONTRACTOR HAS QUESTIONS REGARDING THE (e) **FLORIDA** STATUTES, TO APPLICATION CHAPTER 119, OF CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING CONTRACT, CONTRACTOR CONTACT THE MAY TO THIS

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY SOLID WASTE MANAGER, AT 407-665-2253, OBOND@SEMINOLECOUNTYFL.GOV, ENVIRONMENTAL SERVICES DEPARTMENT, 500 WEST LAKE MARY BOULEVARD, SANFORD, FL 32773.

Section 36. 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 37. 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 parties have made and executed this Agreement for the purposes stated above.

WITNESSES:	CONTAINER RENTAL COMPANY, INC.
Signature Signature	By: Sterling & Vestato STERLING S VESTAL, Vice President
Jorah Ima Ney Print Name	11/01/23 Date
Signature Signature	
Print Name	

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
	Ву:		
GRANT MALOY	By:		
Clerk to the Board of			
County Commissioners of Seminole County, Florida.	Date:		
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.		
Approved as to form and legal sufficiency.			
County Attorney			
DGS/sfa			
10/24/2023			
Five (5) Attachments: Exhibit "A" – Map of Franchise Area	4		
Exhibit "B" – COUNTY Designated D	disposal Facility		
Exhibit "C" – Application/Annual Ren			
Exhibit "D" Insurance Requirements	•		

 $T: \label{thm:legal Secretary CSB} \ensurement Services \ensurement Solid Waste Franchise Agreements with Solid Waste Haulers \ensurement Company, Inc rev2. docx$

Exhibit "E" – Monthly Report

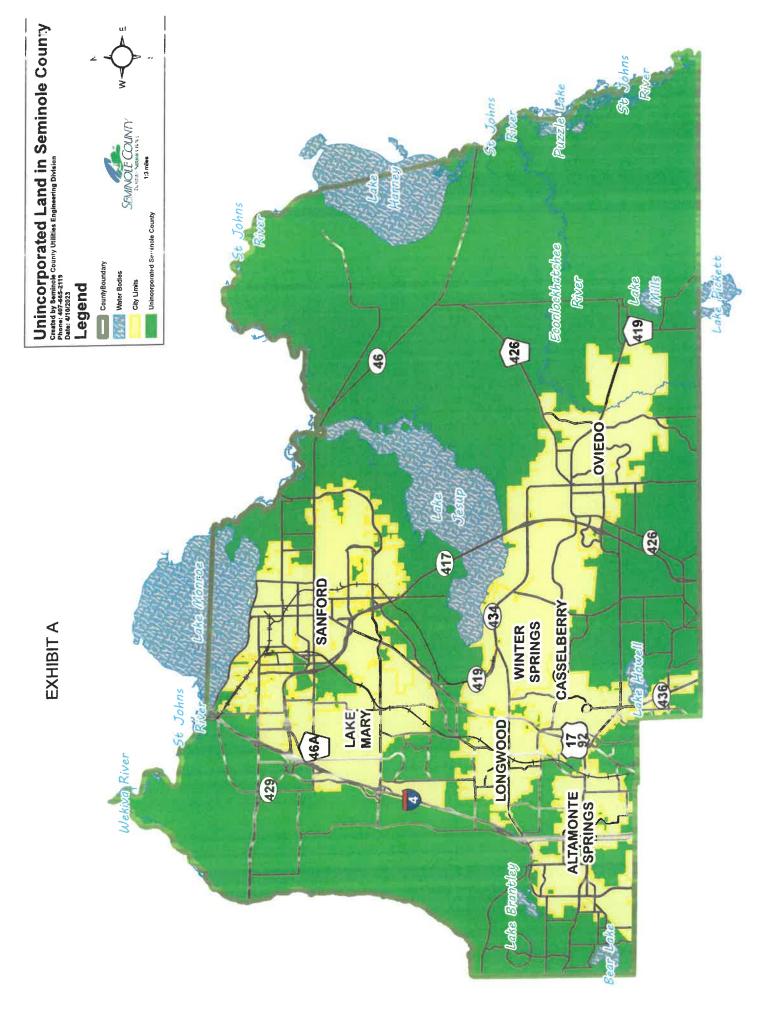


EXHIBIT B

DESIGNATED FACILITIES

Designated Facilities under the terms of this Agreement consist of the following:

- The Seminole County Osceola Road Landfill located at 1930 East Osceola Road, Geneva, Florida 32732, and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood, Florida 32750

The Seminole County Osceola Road Landfill accepts Residential Waste and Commercial Waste, Yard Waste, Construction and Demolition Debris, Tires, Bulky Waste, and White Goods.

The Central Transfer Station accepts Residential Waste and Commercial Waste, Yard Waste, Recyclables, and Citizen-delivered Household Hazardous Waste (no hazardous waste derived from businesses). The Central Transfer Station does not accept:

- White Goods (examples include stoves, refrigerators, water heaters and similar appliances)
- Construction and Demolition Debris (examples include roofing material, concrete, lumber, and similar items)
- Bulky waste, or any rigid item over four feet in length that, as determined by the County, is not easily crushed
- Any item that may cause a safety hazard in handling or transportation due to its size, weight, or composition.

The Seminole County Osceola Road Landfill and the Central Transfer Station do not accept Biological or Biomedical Waste.

The Central Transfer Station will be available for unloading of non-restricted Contractor waste during normal operating hours. When the transfer station becomes temporarily unavailable, the County will notify the Contractor as soon as possible. If the transfer station will be unavailable for more than one week, the Contractor will be authorized to select an alternate disposal facility (Seminole County Landfill, or other facility including out of County) for the duration of the transfer station closure. Once the transfer station resumes operations, Contractor will resume deliveries of waste to County facilities per this agreement.



Exhibit "C" Seminole County

Non-Exclusive Commercial Franchise Holder Application/Annual Renewal and Update Form

CONTAINER RENTAL COMPANY, INC

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2023 - September 30, 2024

Years of Service

The following items are required to process the *Application/Annual Renewal and Update Form*. Complete all items below, and attach additional sheets if necessary.

Date:				
Company Name:	CONTAINER RENTA	L COMPANY, INC		
Company Address:	2715 Staten Road			
City, Sate, and Zip Code:	Orlando, FL 32804			
Designated Agent Name:	Sharee R. Williams			
Local Telephone Number:	407-298-8555	Fax Numb	er: 407-295-5956	
Email Address:	billing@orlandowaste	paper.com		
2. Vehicle Equipm Model, Vehicle Size, and Iden 4. Certificate of It A non-refundable Application Resolution must be submitte 5. Application/A 6. Per Vehicle Fe	gned, and Notarized Forment List – Include the forment List – Include the informent List – Include the tification Number). Insurance The Fee and a per Vehicle	rm – Exhibit "C" ollowing information for mber, Vehicle ID Numb e following information Fee based on the curre 100.00) be issued for each veh	r each truck: (Year, per). for each container: ent Solid Waste Ra nicle: (Vehicles with	(Type,
Certified triat	ER RENTAL COMPAN	IY, INC	_ will abide by the	terms and
conditions of the Agreement.	•	Sharee R. Williams		
	2	Designated Agent – F	rint Name	
State of <u>Hosida</u> County of <u>Osange</u> Acknowledge	ged this (5°41) day of	Designated Agent - S	(lliana) 02/15/	2023
		0		
	ublic, State of Florida ly Known to Me I Identification	Nancy M. Mci NOTARY PU STATE OF FI Comm# GG9	BLIC LORIDA	

Expires 6/26/2024

SCHEDULE "D"

COMMERCIAL FRANCHISE COLLECTION SERVICES

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation: Statutory

Employers' Liability: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease Aggregate

\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000 Per Occurrence

\$ 1,000,000 Personal and Advertising Injury

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products and Completed Operations

Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000 Combined Single Limit

(Any Auto or Owned, Hired, and

Non-Owned Autos)

D. Excess/Umbrella Liability:

\$4,000,000 Per Occurrence

\$ 4,000,000 Aggregate

E. Pollution Liability: \$ 2,000,000 Per Occurrence

Non-Hazardous Waste Operations \$ 2,000,000 Per Occurrence

\$4,000,000 General Aggregate

Hazardous Waste Operations \$ 4,000,000 Per Occurrence

\$8,000,000 General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

"Exhibit E" Seminole County Non-Exclusive Commercial Franchise Holder Monthly Report

Type of Container (front end, roll Account Type (solid waste or red Capacity of Containers Frequency of Collection Pickup Schedule (collection days	off, compactor, cart, etc.)	preadsheet Version 97 or newer:
Type of Container (front end, roll Account Type (solid waste or red Capacity of Containers Frequency of Collection	data on a Microsoft Excel sp	preadsheet Version 97 or newer:
Type of Container (front end, roll Account Type (solid waste or red Capacity of Containers Frequency of Collection	off, compactor, cart, etc.)	preadsheet Version 97 or newer:
Account Type (solid waste or red Capacity of Containers Frequency of Collection		
Capacity of Containers Frequency of Collection	cycling)	
Frequency of Collection	,	
Frequency of Collection		
Pickup Schedule (collection days		
,	5)	
Tons of Commercial Solid Waste	e Delivered to the Designated	Facility:
Tons of Commercial Solid Waste	Delivered to Non-Designated	d Facility:
Name and Address of Non-Desig	nated Facility:	
Name and Address of Non-Desig	nated Facility:	unty Facilities from Seminole County,
Name and Address of Non-Desig stimated deliveries of Commercial unicipalities, and surrounding area	nated Facility:I Solid Waste to Seminole Cotas:	unty Facilities from Seminole County,
Name and Address of Non-Desig stimated deliveries of Commercial unicipalities, and surrounding area Area Serviced	nated Facility:	unty Facilities from Seminole County,
Name and Address of Non-Designstimated deliveries of Commercial unicipalities, and surrounding area Area Serviced Altamonte Springs	I Solid Waste to Seminole Conas: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Design stimated deliveries of Commercial unicipalities, and surrounding area Area Serviced Altamonte Springs	nated Facility:I Solid Waste to Seminole Cotas:	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Designstimated deliveries of Commercial aunicipalities, and surrounding area area area area area area area are	I Solid Waste to Seminole Conas: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Design stimated deliveries of Commercial unicipalities, and surrounding area Area Serviced Altamonte Springs Casselberry Lake Mary	I Solid Waste to Seminole Conas: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Designstimated deliveries of Commercial nunicipalities, and surrounding area Area Serviced Altamonte Springs Casselberry Lake Mary Longwood	I Solid Waste to Seminole Conas: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Design stimated deliveries of Commercial nunicipalities, and surrounding area area area area area area area are	I Solid Waste to Seminole Conas: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries
Name and Address of Non-Design stimated deliveries of Commercial aunicipalities, and surrounding area area area area area area area are	I Solid Waste to Seminole Coras: Estimated Tons (or)	unty Facilities from Seminole County, Estimated % of Deliveries

Pursuant to the Seminole County Commercial Solid Waste Franchise Agreement, the Monthly Reports shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0472

Title:

Approve and authorize the Chairman to execute an easement to Florida Power & Light Company for electrical service on property owned by Seminole County related to the proposed new Fire Station 39 building site. District5 - Herr (**Chad Wilsky**, **Fleet and Facilities Director**)

Division:

Fleet and Facilities - Facilities Development

Authorized By:

Chad Wilsky, Fleet and Facilities Director

Contact/Phone Number:

Nicholas Brow/407-665-5650

Background:

Seminole County is in the process of constructing the new Fire Station 39 building located, in Sanford at 5639 1st Street. In order for construction to continue and obtain the necessary electrical services, Florida Power & Light Company requires an easement to install and maintain electrical facilities on County property.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute an easement to Florida Power & Light Company for electrical service on property owned by Seminole County related to the proposed Fire Station 39 site.

Work Request No. 12791575

Sec.31, Twp 19 S, Rge 30 E

Parcel I.D.31193050200000310 (Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)
This Instrument Prepared By

TAWFEEQ HUSSEIN Name: Co. Name: FLORIDA POWER & LIGHT

Address: 2626 W 1ST ST

SANFORD, FL, 32771

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a nonexclusive easement forever for the construction, operation and maintenance underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, etreets or highways adicining or through said Easement Area.

streets or nignwa	ys adjoining or through said Easemer	it Area.	
IN WITNESS WH	IEREOF, the undersigned has signed	and sealed this instrument on, 2	.0
Signed, sealed a	nd delivered in the presence of:	Entity Name	
	(Witness' Signature)	Ву:	
Print Name:	(Witness)	Print Name:	
		Print Address:	
	(Witness' Signature)		
Print Name:	(Witness)		
STATE OF	AND COUNTY OF	The foregoing instrument was a	acknowledged
		notarization, this day of	
		rsonally known to me or has produced	
identification, and	who did (did not) take an oath.	(Type of Iden	tification)
My Commission Expir	es:	Notary Public, Signature	
		Print Name	

Page 2 Additional Signatures

GRANTOR:
BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
By:
By: Jay Zembower, Chairman
Date:
As authorized for execution by the Board of County Commissioners at its, 2024, regular
meeting , 2021, regular

SKETCH OF DESCRIPTION

EXHIBIT 'A'

DESCRIPTION OF SKETCH:

A PORTION OF LOTS 31, 32, 38, AND 39, PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOT 32 AND NORTH OF AND ADJACENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 31, PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°38'00" WEST, ALONG THE NORTH LINE OF SAID TOWN OF SYLVAN LAKE, A DISTANCE OF FLORIDA; THENCE SOUTH 89°38'00" WEST, ALONG THE NORTH LINE OF SAID TOWN OF SYLVAN LAKE, A DISTANCE OF 55.68 FEET; THENCE SOUTH 00°022'00" WEST A DISTANCE OF 5.56 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 00°0054" WEST A DISTANCE OF 34.38 FEET; THENCE SOUTH 03°59'27" WEST A DISTANCE OF 44.01 FEET; THENCE SOUTH 00°03'31" EAST A DISTANCE OF 92.62 FEET; THENCE SOUTH 74°26'24" WEST A DISTANCE OF 43.34 FEET; THENCE SOUTH 77°11'54" WEST A DISTANCE OF 21.04 FEET; THENCE SOUTH 12°58'30" EAST A DISTANCE OF 0.63 FEET; THENCE SOUTH 77°01'30" WEST A DISTANCE OF 16.66 FEET; THENCE NORTH 12°58'30" WEST A DISTANCE OF 16.66 FEET; THENCE NORTH 77°11'54" EAST A DISTANCE OF 20.83 FEET; THENCE NORTH 74°26'24" EAST A DISTANCE OF 35.49 FEET; THENCE NORTH 00°03'31" WEST A DISTANCE OF 85.37 FEET; THENCE NORTH 03°59'27" EAST A DISTANCE OF 44.01 FEET; THENCE NORTH 00°0054" EAST A DISTANCE OF 34.04 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF FIRST STREET; THENCE SOUTH 89°59'06" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 2.553.21 SQUARE FEET, OR 0.058 ACRES, MORE OR LESS.

GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE MONUMENTED WEST RIGHT—OF—WAY LINE OF THE VACATED PARK AVENUE, HAVING A BEARING OF NORTH 00°08'11" WEST (RELATIVE TO THE NORTH AMERICAN DATUM OF 1983), AS SHOWN ON SUBDIVISION MAP OF "THE PLAT OF THE TOWN OF SYLVAN LAKE", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
4. EVIDENCE OF ANY COVENANTS AND/OR DEED RESTRICTIONS HAVE NOT BEEN FOUND OR

4. EVIDENCE ANY COVENANTS AND/OR DEED RESTRICTIONS HAVE NOT BEEN FOUND OR

5. PROPERTY SUBJECT TO CHANGES ACCORDING TO THE FACTS AND DOCUMENTS OF RECORD A CURRENT TITLE REPORT MAY DISCLOSE.

REVISED ESMT PER COUNTY	04/02/24		
REVISED ESMT PER CLIENT	02/23/24		
REVISION	DATE		
DATE: 02/	12/2024		
SCALE:	N/A		
DRAWN BY:	YB		
PROJECT NO.	3927		
SHEET NO.	1 OF 2		
3927 elec dist	esmt.dwg		



AMERICAN LAYOUT & LAND SURVEYING

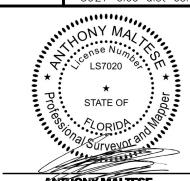
5125 ADANSON STREET, SUITE 800 ORLANDO, FL 32804

LAND SURVEYING CONSTRUCTION SURVEYING

www.americansurveyors.us CERTIFICATE OF AUTHORIZATION #LB8131

I HEREBY AFFIRM IHAI IHIS MAP OR PLAN PREPARED ON 02/12/2024 REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 FLORIDA STATUTE. THIS SURVEY DOES NOT PURPORT TO IDENTIFY BELOW OR ABOVE GROUND ENCROACHMENTS, UTILITIES, SERVICE LINES OR STRUCTURES, WETLANDS, OR RIPARIAN RIGHTS. OFFSET SERVICE LINES
OR RIPARIAN
S FROM STRUCTU OR S...
RIGHTS. UFFSE
TO PROPERTY
''SFD T(STRUCTURES
TS. OFFSET WEILANDS, OR RIPARIAN RIGHTS. OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES SHOWN HEREON ARE NOT TO BE USED TO REESTABLISH PROPERTY LINES. THIS SURVEY IS SUBJECT TO A FULL AND ACCURATE TITLE SEARCH, SUBJECT TO RESTRICTIONS AND SEARCH, SUBJECT TO RESTRICTIONS AND EASEMENT RECORD AND/OR UNRECORDED. UNLESS THIS SURVEY BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

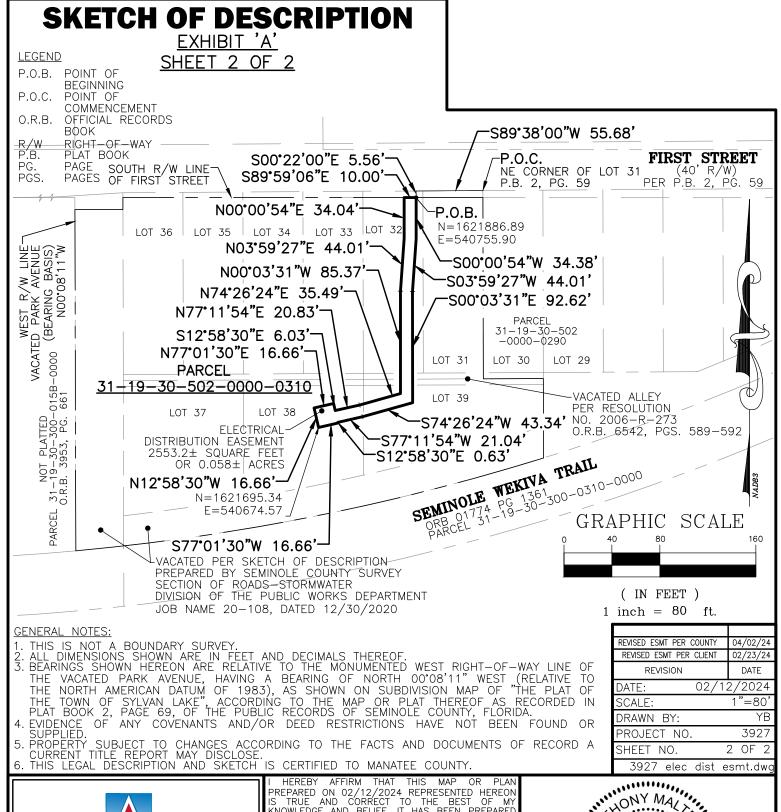
AFFIRM THAT THIS MAP



ANTHONY MALTESE P.E., P.L.S., P.S.M. P.P., C.M.E. PROFESSIONAL LAND SURVEYOR

PROFESSIONAL SURVEYOR AND MAPPE FL LICENSE # LS7020

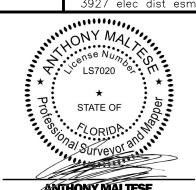
272





CERTIFICATE OF AUTHORIZATION #LB8131

I HEREBY AFFIRM IHAI IHIS MAP OR PLAN PREPARED ON 02/12/2024 REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 FLORIDA STATUTE. THIS SURVEY DOES NOT PURPORT TO IDENTIFY BELOW OR ABOVE GROUND ENCROACHMENTS, UTILITIES, SERVICE LINES OR STRUCTURES, WETI ANDS. OR RIPARIAN RIGHTS. OFFSFT OR 3... RIGHTS. OFFSE TO PROPERTY WETLANDS, OR RIPARIAN RIGHTS. OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES SHOWN HEREON ARE NOT TO BE USED TO REESTABLISH PROPERTY LINES. THIS SURVEY IS SUBJECT TO A FULL AND ACCURATE TITLE SEARCH, SUBJECT TO RESTRICTIONS AND SLAKUH, SUBJECI TO RESTRICTIONS AND EASEMENT RECORD AND/OR UNRECORDED. UNLESS THIS SURVEY BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



ANTHONY MALTESE P.E., P.L.S., P.S.M. P.P., C.M.E. PROFESSIONAL LAND SURVEYOR PROFESSIONAL SURVEYOR AND MAPPE

FL LICENSE # LS7020

273



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0628

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-059 in the General Fund to transfer \$254,513 from reserves for soccer field renovations and softball field scoreboards at Red Bug Lake Park. District1 - Dallari (Timothy Jecks, Management & Budget Director) Requesting Department - Parks and Recreation

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

Red Bug Lake Park in the Casselberry/Winter Springs area offers a range of activities including adult and youth leagues. The park has three dedicated soccer fields, and three softball fields used by the 60+ teams in the softball league.

Soccer field B was closed for seven months to attempt to repair the turf by sprigging and overseeding rye grass. This attempt did not produce the desired results and now requires significant renovations to bring it up to the department's level of service and avoid any safety issues from uneven turf. The renovations to field B include spraying out any weeds or ryegrass, laser leveling and grading the field, and replacing approximately 78,000sf of rolled sod. Fields A and C require leveling and repair in the high-traffic areas due to additional wear and tear caused by the closure of field B during the Fall/Winter/Spring seasons. Fields A and C will each require approximately 32,000sf of sod. The cost to repair all three soccer fields is quoted at \$209,695 as shown in the attached cost table.

The scoreboards on all three softball fields are currently inoperable. The park organizes softball leagues with 60+ teams, the scoreboards continue to be a primary

File Number: 2024-0628

complaint by teams. The softball games run on a play clock and not knowing the time, or counts creates a negative experience for players.

General Fund Reserves are currently budgeted at \$59 million.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-059 in the General Fund to transfer \$254,513 from reserves for soccer field renovations and softball field scoreboards at Red Bug Lake Park.

2024-R-		BU	DGET A	AMEND	MENT REQUEST		BAR#	24-059
TO:		Seminole C	ounty Board	d of Count	y Commissioners			
							RM Reco	mmendation
FROM:		Department	of Resource	ce Manage	ement		Dheriot	4/26/2024
SUBJECT	·:	Budget Am	endment Re	esolution			Budget Analyst	Date
							Budget Director	Date
		Dept / Prog	ram:		d Recreation		2112	
		Fund(s):		<u>00100 - C</u>	General Fund		RM Director	Date
PURPOSE BAR 24-09 Park.		llocate fundi	ng to addres	ss field rep	pair(3 fields) and scoreboard	replacement(3 fields) at Re	ed Bug Lake
ACTION:	App	roval and au	thorization f	or the Cha	airman to execute Budget Am	nendment Res	solution.	
		Section 129.00 forth herein fo Business Unit			is recommended that the followi . Account Type	ng accounts in	the County bud	dget be adjusted Amount
	Fullu	Onit	Account	Sidiaiy	Account Type	Subledgel	NO	Amount
Revenue								
Revenue Revenue								
Revenue								
						Tota	I Sources	-
Expenditure	00100	02504032	560630	00001	IMPROVEMENTS OTHER THAN BUILDING		6309999901	209,695.00
Expenditure	00100	02504036	560642	00001	CAPITAL EQUIPMENT		6429999901	44,818.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure						Expe	nditure Sub-Total	254,513.00
Reserve	00100	999901	599998		RESERVE-CONTINGENCIES		9989999901	(254,513.00)
Reserve	00100	000001	000000		RESERVE SOMMOEMSES		0000000001	(201,010.00)
						R	eserve Sub-Total	(254,513.00)
						Т	otal Uses	_
			R	UDGET /	AMENDMENT RESOLUTI	ON		
			approving	g the abov	re requested budget amendmounty, Florida	ent, was ado		
Attest:					Ву:			
Grant Male Commission	•	k to the Boar	d of County	. /	Jay Zembower, Chairman			•
Date:			_		Date:	_		
Entered by the	he Manag	ement and Bud	lget Office				_ Date:	

Posted by the County Comptroller's Office

__ Date:____

Red Bug Lake Park BAR 24-059 COST TABLE

BU	Location	Cost
02504032	Soccer Field B	\$115,810
02504032	Soccer Field A	\$45,769
02504032	Soccer Field C	\$48,116
	Soccer Field Renovation Total	\$209,695
02504036	Softball Fields A, B, and C	\$44,818
	Scoreboard Replacement Total	\$44,818
	Grand Total	\$254,513



Proposal

March 8th, 2024

To:

Red Bug Lake Park Michael Wirsing

mwirsing@seminolecountyfl.gov

P: (407)665-2190 F: (407)665-2196

From: Chris Coscia

ccoscia@ismservicesinc.com

C: (863)559-2032 F: (863)533-6852

Soccer Field Renovations: (Based on Lee County Pricing)

JSM Services, Inc. proposes the following work at Red Bug Lk Park. Spraying out existing turf, rotadairon area than laser grading to existing grade, apply Bimini Sod.

Field B (apr 1.5 acres = apr 78,400sqft)

1.	Spray out existing turf -	Included in sod price
2.	Rotadiaron (reverse tilling) -	Included in sod price
3.	Laser Grading - \$5,500/ac x 1.8/ac =	\$9,900.00
4.	Apply Rolled Certified Bimini sod - 78,400sqft x 1.30/sqft =	\$101,920.00
5.	Sprinkler Head Removal Labor Only - 6 hrs x \$95/hr =	\$570.00
6.	Sprinkler Head Replacement Labor Only - 6 hrs x \$95/hr =	\$570.00

7. Note: Additional topsoil may be required during laser grading (any loads not required will not be billed) - Est of 3 loads of 70/30 mix of top soil @ \$950.00/load = \$2,850.00

TOTAL = \$115,810.00



Proposal

March 8th, 2024

To:

Red Bug Lake Park Michael Wirsing

mwirsing@seminolecountyfl.gov

P: (407)665-2190 F: (407)665-2196

From: Chris Coscia

ccoscia@jsmservicesinc.com

C: (863)559-2032 F: (863)533-6852

Soccer Field Renovations: (Based on Lee County Pricing)

JSM Services, Inc. proposes the following work at Red Bug Lk Park. Spraying out existing turf, rotadairon area than laser grading to existing grade, apply Bimini Sod.

billed) - Est of 1 loads of 70/30 mix of top soil @ \$950.00/load =

Field A (apr .73 acres = apr 31,680sqft)

1.	Spray out existing turf -	Included in sod price	
2.	Rotadiaron (reverse tilling) -	Included in sod price	
3.	Laser Grading - \$5,500/ac x .73/ac =	\$4,015.00	
4.	Apply Rolled Certified Bimini sod - 31,680sqft x 1.30/sqft =	\$41,184.00	
5.	Sprinkler Head Removal Labor Only - 3 hrs x \$95/hr =	\$285.00	
6.	Sprinkler Head Replacement Labor Only - 3 hrs x \$95/hr =	\$285.00	
7.	Note: Additional topsoil may be required during laser grading (an)	y loads not required will not be	

TOTAL = \$45,769.00

\$950.00



Proposal

March 8th, 2024

To:

Red Bug Lake Park

Michael Wirsing

mwirsing@seminolecountyfl.gov

P: (407)665-2190 F: (407)665-2196

From: Chris Coscia

ccoscia@jsmservicesinc.com

C: (863)559-2032 F: (863)533-6852

Soccer Field Renovations: (Based on Lee County Pricing)

JSM Services, Inc. proposes the following work at Red Bug Lk Park. Spraying out existing turf, rotadairon area than laser grading to existing grade, apply Bimini Sod.

Field C (apr .75 acres = apr 32,670sqft)

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7. Note: Additional topsoil may be required during laser grading (any loads not required will not be billed) - Est of 1 loads of 70/30 mix of top soil @ \$950.00/load = \$950.00

TOTAL = \$48,116.00





Account Name	Seminole County Leisure Services	Created Date	4/22/2024
Quote Number	00150206	Expiration Date	4/22/2024
Contact Name	Carlos Rivera	Prepared By	Jacob Scott
Title	Asst. Facilities director	Title	Display and Scoring Consultant
Phone	(407) 655-2173	Phone	(904) 451-0930
Email Address	crivera@seminolecountyfl.gov	Fax	(618) 664-0398
		Email Address	jscott@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price	
3.00	1625 Timer	Baseball/Softball LED Scoreboard with Amber/Red Digits	10'x5'x8"	USD 5,313.00	10.00%	USD 14,345.10	
3.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	10.00%	USD 1,012.50	
2.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	10.00%	USD 63.00	
3.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	10.00%	USD 1,714.50	
Ttl Shippi	ng Wt (lbs)	900	Subtotal		US	D 17,135.10	
	County	Seminole	Freight	USD 1 282 5			

County Seminole Freight USD 1,282.50 Total Savings! USD -1,903.90 Installation USD 26,400.00 Total USD 44,817.60

Additional Notes

Pricing in accordance with Clay County RFP 1819 -2. Installation provided by DHA construction Will remove old boards and posts provide new posts and install nevco boards to them Will provide final power

Sourcewell

Nevco is proud to be a Sourcewell partner. By using Nevco's Sourcewell contract pricing you can have confidence the competitive bid process is satisfied, saving you time and money. We have been rigorously vetted and approved to be Sourcewell's scoreboard, video display, and scoring solution provider throughout the United States and Canada.

To complete an order under this competitive contract, ensure your Sourcewell membership number is prominently listed on your purchase order or letter of intent when placing an order.

Quote Number 00150206 Visit Our Website www.nevco.com

Billing/Shipping Information

USA

Bill To Name Seminole County Leisure Services

Bill To Sanford, FL

Ship To Name

Seminole County Leisure Services

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address Nevco Sports, LLC 301 East Harris Ave Greenville, IL 62246-2151 Remit To Address

Nevco Sports, LLC P.O. Box 74758 Chicago, IL 60694-4758 800.851.4040 / 618.664.0360

Leasing Program

If your purchase exceeds \$10,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your NEVCO scoring and display solution over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$10,000 in total equipment cost = \$2,400 per year

\$25,000 in total equipment cost = \$6,000 per year

\$50,000 in total equipment cost = \$12,000per year

\$100,000 in total equipment cost = \$24,000 per year

\$250,000 in total equipment cost = \$60,000 per year

Quote Number 00150206 Visit Our Website www.nevco.com

^{**}Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Nevco's lending partner. Contact your Nevco scoring and display consultant for additional options and details.



Thank you for giving Nevco Sports, LLC the opportunity to provide a formal quote for your scoring and display project. Since 1934 we have been helping customer Light Up The Game with our high quality Scoreboards, Video Displays, LED Scorers Tables and Message Centers. We certainly understand that you have many choices for scoring and display products and we would be honored to be selected as your partner for this exciting project.

The provided quote outlines your product selections. Please look it over carefully and work with your Nevco Scoring and Display Consultant to review and answer any questions.

Please note that Nevco is the manufacturer/supplier of your scoring equipment order and is not an installation provider. Your Nevco scoring consultant may guide you in securing a third-party installation firm to assist in the installation of your order.

We look forward to partnering with you on this very exciting opportunity!

Placing Order:

When you are ready to place your order, contact your Nevco Scoring and Display Consultant to walk you through the order entry process. Nevco will need the following information:

- Finalized equipment decision, including colors and digit selection
- Signed Print Ready Proof
- Delivery location/address
- Sales Tax Exempt (if Applicable)
- Signed Purchase Order, Full or Partial Payment (As Directed by Nevco Accounting)
- Bill to information Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view Nevco Graphics File Standards and submit with your order documents.

Additional Information:

Our website <u>www.nevco.com</u> is a great resource and offers helpful information. Learn more about what our customers are talking about by visiting the following:

- Is your sound system leaving your fans a little underwhelmed?
- Check out our full line-up of Indoor and Outdoor Sound Systems.
- Wishing you could check off more items on your list of needs?
 See how Nevco Sports Marketing could add revenue to your budget.
- Curious what other schools have installed?

Look through our Nevco Photo Gallery for ideas and inspiration to enhance your facility.

Interested in leasing options?

See how Nevco Leasing solutions help you get the products you need faster than traditional fundraising.

• Looking to add a Fully Automated Timing (FAT) System to Your Track and Field Venue? Find the perfect (FAT) package for your facility from FinishLynx (a Nevco-owned company).

301 East Harris Avenue Greenville, IL 62246 P: 800.851.4040 F: 618.664.0397 www.nevco.com

283



BASEBALL & SOFTBALL

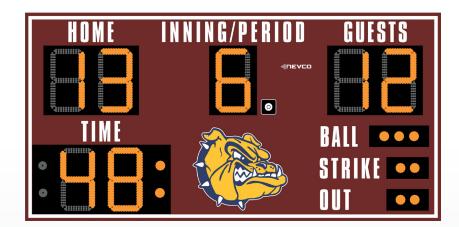
SCOREBOARDS

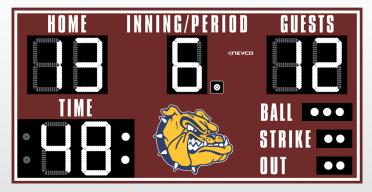
MODEL 1625

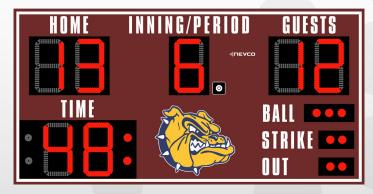
Size: $10' \times 5' \times 8''$ (3.05 x 1.52 x .20 meters) Approximate hanging weight: 160 lbs. (73 kg)

Digit Size: 18" Digit Color: High Intensity Red, Amber, or Translucent White









Note: Translucent White LEDs are an optional LED upgrade

Scoreboard ideal for Baseball/Softball/Soccer facilities.

- Designed to withstand wind load speed zones exceeding 150 mph.
- Operate wired or wireless.
- Bright, long lasting, energy efficient LEDs.
- Gasketed digits reduces water intake.
- Flush sign mounting.



BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:

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INTEGRATED DISPLAY AND SCORING SOLUTIONS



Model 1625 (Outdoor) Baseball/Softball/Soccer Scoreboard

SCOREBOARD/CONTROL OPERATING FEATURES

MODEL 1625	MPC(W)-4/5/6	MPCW-7	MPCX ₂ WIRELESS	NEVCO ONE		
TIMING 18" High Intensity Red, Amber, or Translucent White LED Digits	Displays on two digits. Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. Minutes are displayed until clock reads below one minute, then seconds are displayed. When time is off, time alternately displays minutes and seconds. When the minutes are counting down, the right colon light blinks each second, top right colon light blinks if in first 30 seconds, bottom right colon blinks if in last 30 seconds. Time numerals turn off at :00.	Displays on two digits. Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. Minutes are displayed until clock reads below one minute, then seconds are displayed. When time is off, time alternately displays minutes and seconds. When the minutes are counting down, the right colon light blinks each second, top right colon light blinks if in first 30 seconds, bottom right colon blinks if in last 30 seconds. Time numerals turn off at :00.	Displays on two digits. Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. Minutes are displayed until clock reads below one minute, then seconds are displayed. When time is off, time alternately displays minutes and seconds. When the minutes are counting down, the right colon light blinks each second, top right colon light blinks if in first 30 seconds, bottom right colon blinks if in last 30 seconds. Time numerals turn off at :00.	Displays on two digits. Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. Minutes are displayed until clock reads below one minute, then seconds are displayed. When time is off, time alternately displays minutes and seconds. When the minutes are counting down, the right colon light blinks each second, top right colon light blinks if in first 30 seconds, bottom right colon blinks if in last 30 seconds. Time numerals turn off at :00.		
TEAM SCORES 18" High Intensity Red, Amber, or Translu- cent White LED Digits	Displays 0-99	Displays 0-99	Displays 0-99	Displays 0-99		
INNING/PERIOD 18" High Intensity Red, Amber, or Translu- cent White LED Digits	Displays 0-9	Displays 0-9	Displays 0-9	Displays 0-9		
INDICATORS 3" diameter High Intensity Red, Amber, or Translucent White LED cluster	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT	BASEBALL:THREE FOR BALL TWO FOR STRIKE TWO FOR OUT	BASEBALL: THREE FOR BALL TWO FOR STRIKE TWO FOR OUT	BASEBALL:THREE FOR BALL TWO FOR STRIKE TWO FOR OUT		
H OR E For hit or error	Displays H or E using the Inning LED unit.	BASEBALL: Displays H or E using the Inning LED unit.	BASEBALL; Displays H or E using the Inning LED unit.	BASEBALL: Displays H or E using the Inning LED unit.		
HORN	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.		
PITCH COUNT	N/A	Supported. Integrates with PCD display. Controlled by hand-held switches.	Supported. Integrates with PCD display. Requires Pitch Count MPCX ₂ control.	Supported. Integrates with PCD display. Controlled by hand-held switches.		
PITCH TIMER	N/A	Supported. Integrates with 9520 display. Controlled by hand-held switches.	Supported. Integrates with 9520 display. Requires SCD/DGT MPCX ₂ control.	Supported. Integrates with 9520 display. Controlled by hand-held switches.		

In addition to the standard 15 colors, Nevco can match any PMS color. Please contact your local Display and Scoring Consultant for pricing information.

#186 Red	#199 Maroon	#191 Orange	#192 Yellow	#193 Kelly Green	#187 Forest Green	#196 Teal	#188 Electronic Blue	#184 Royal Blue	#197 Midnight Blue	#185 Navy Blue	#190 Purple	#202 T an	#194 Gray	#183 Jet Black
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AGENCY APPROVAL: UL/CUL listed, FCC, CE, INDUSTRY CANADA.

SCOREBOARD: Size $10'L \times 5'H \times 8''D$ (3.05 x 1.52 x .20 meters), constructed of aluminum. Scoreboard has 1" white outline striping. Hanging weight approximately 160 lbs. (73 kg).

 $\begin{tabular}{ll} \textbf{CAPTIONS:} & \texttt{HOME}, \texttt{GUESTS}, \texttt{INNING/PERIOD}, \texttt{TIME}, \texttt{BALL}, \texttt{STRIKE}, \\ \texttt{OUT}, & \texttt{white} \ 6'' \ \texttt{high}. \\ \end{tabular}$

SPONSOR AREA: 3'x2' available sponsorship area.

LED UNITS: Seven-bar segmented digits with protective aluminum cover

POWER (RED/AMBER): 120 VAC, 1.1 Amps, 50/60 Hz. / 240 VAC, 0.5 Amps, 50/60 Hz. Requires earth ground.

POWER (TRANSLUCENT WHITE): 120 VAC, 1.7 Amps, 50/60 Hz. / 240 VAC, 0.9 Amps, 50/60 Hz. Requires earth ground.

BUILT-IN LIGHTNING PROTECTION: All models feature fiber-optic isolation circuitry providing additional protection against lightning strikes.

GUARANTEE: TO VIEW OR RECEIVE THE MOST RECENT COPY OF OUR GUARANTEE, PLEASE VISIT: **NEVCO.COM/WARRANTY-LIMITATION/**

U.S. SERVICE: 1-800-851-4040 INTERNATIONAL SERVICE: 1-618-664-0360 CANADA SERVICE: 1-800-461-8550



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285

Field A





Field B





Field C







SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0639

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-058 in the Water & Sewer Capital Improvement Fund to transfer \$1,000,000 of the existing budget for the Utilities Master Plan. Countywide (Timothy Jecks, Management & Budget Director) Requesting Department - Utilities

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Wendy Aviles/407-665-7182

Background:

This budget amendment request is to fund the updating of the Utilities Master Plan which includes updates of population projections, demand projections for water, wastewater and reclaimed water, extension of the planning period through 2045, assessment of impacts from planned or potential major developments, integration of the holistic water policy, updated hydraulic models for water distribution (from County plants), wastewater transmission, and reclaimed distribution, discussion of permits, water supply limitations and alternate water supply options, discussion of levels of service, interlocal agreements, water conservation, firefighting flow criteria, capacity analysis, candidates for future CIP projects, pipe replacement policy, and development of long-term CIP.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-058 in the Water & Sewer Capital Improvement Fund to transfer \$1,000,000 of the existing budget for the Utilities Master Plan.

BUDGET AMENDMENT REQUEST 2024-R-BAR# 24-058 TO: Seminole County Board of County Commissioners **RM Recommendation** FROM: Department of Resource Management W. AVILES 4/30/2024 Budget Analyst Date SUBJECT: **Budget Amendment Resolution Budget Director** Date UTILITIES DEPT / WATER UTLITIES ENGINEERING Dept / Program: Fund(s): 40108 WATER & SEWER CIP RM Director Date PURPOSE: To transfer \$1,000,000 of existing budget from CIP # 00083116 WW COLLECTION R&R for the 00255203 UTILITIES MASTER PLAN. 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. Object Long Item **Business** Sub-Type Fund Unit Account sidiary **Account Type** Subledger No **Amount** Revenue Revenue **Total Sources 00255203** 530310 Expenditure 40108 PROFESSIONAL SERVICES 3109999901 1,000,000.00 Expenditure 40108 00083116 560650 00001 CONSTRUCTION IN PROGRESS 6509999901 (1,000,000.00)Expenditure Expenditure **Expenditure Sub-Total** Reserve Reserve Reserve Reserve Sub-Total **Total Uses BUDGET AMENDMENT RESOLUTION** approving the above requested budget amendment, was adopted at the regular meeting of This Resolution, 2024-R-_ the Board of County Commissioners of Seminole County, Florida_ as reflected in the minutes of this meeting. Attest: By: Grant Maloy, Clerk to the Board of County Jay Zembower, Chairman Commissioners Date: Date:___ Entered by the Management and Budget Office Date:

Posted by the County Comptroller's Office

Date:_

BAR 24-058 COST TABLE				
BUDGET DETAILS	BU#	00255203 UTILITIES MASTER PLAN		BU # 00083116 WW COLLECTION R&R
FY24 CURRENT BUDGET	\$	317,682	\$	2,389,692
FY24 ACTUALS / ENCUMBRANCES	\$	281,959	\$	130,183
AVAILABLE FUNDING	\$	35,723	\$	2,259,509
PROPOSED BAR 24-058	\$	1,000,000	\$	(1,000,000)
AMENDED PROJECT BUDGETS	\$	1,035,723	\$	1,259,509

EXISTING PROJECT SCOPES*:

OO255203 UTILITIES MASTER PLAN: THE WATER TREATMENT PLANT PROJECTS ARE INTENDED TO MAINTAIN THE INTEGRITY AND RELIABILITY OF POTABLE WATER PRODUCTION INFRASTRUCTURE BY PROACTIVELY REHABILITATING AND/OR REPLACING AGED TREATMENT PROCESS EQUIPMENT AND/OR INFRASTRUCTURE. SCOPE OF PROJECT IS TO UPDATE THE POTABLE WATER, WASTEWATER AND RECLAIMED WATER ELEMENTS OF THE UTILITIES MASTER PLAN, INCLUDING FUTURE CAPITAL IMPROVEMENT PROJECTS. NECESSARY TO UPDATE EXISTING CIP BUDGET PLANNING BASED ON NEW DEVELOPMENT GROWTH THROUGH YEAR 2040.

00083116 WW COLLECTION R&R: DESIGN AND CONSTRUCTION OF COUNTY-WIDE WASTEWATER COLLECTION SYSTEM PROJECTS INCLUDING I&I STUDIES, PRIORITIZATION PLANNING, CONDITION ASSESSMENTS, RENEWAL AND REPLACEMENTS OF FORCE MAINS, AIR RELEASE VALVES, GRAVITY SEWERS, MANHOLES AND OTHER APPURTENANCES. PROJECTS AND MAY INCLUDE WATER AND/OR RECLAIMED INFRASTRUCTURE IMPROVEMENTS.

^{*} PROVIDED BY DEPARTMENT



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0503

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-904 for a drainage easement necessary for the Midway Drainage Improvement Project (3,596.1± SF) between Hattie Byrd and Seminole County for \$63,590.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

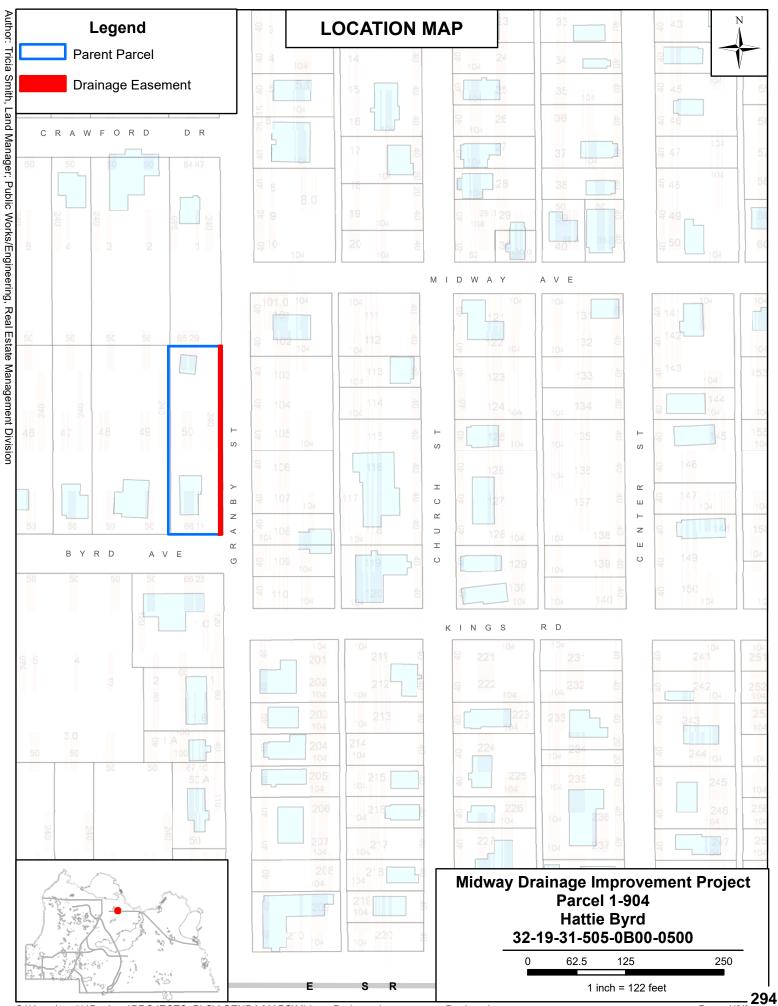
This parcel (No. 1-904) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Hattie Byrd / Tax ID No. 32-19-31-505-0B00-0500) of the property located at 2370 Granby Street at the northwest corner of Granby Street and Byrd Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$63,590.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.36± acres of land. The County's valuation of this acquisition is \$41,100.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$58,590.00. After discussions with the owner's attorney, a settlement was reached at \$63,590.00, inclusive of all fees and costs.

File Number: 2024-0503

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-904 for a drainage easement necessary for the Midway Drainage Improvement Project (3,596.1± SF) between Hattie Byrd and Seminole County for \$63,590.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.



PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between HATTIE BYRD, whose address is 2370 Granby Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement 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 a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 32-19-31-505-0B00-0500

II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of SIXTY-ONE THOUSAND NINETY AND NO/100 DOLLARS (\$61,090.00), of which \$2,500.00 is to be paid directly to OWNER's attorney, Christopher V. Butler, Esquire, for his attorney fee in this matter. This \$61,090.00 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 Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

Purchase Agreement – Drainage Easement Hattie Byrd / Seminole County Page 1 of 5

- (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, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and prorata 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 Drainage Easement 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 (2023).

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 drainage easement.
- (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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

- (g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.
- (h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- (i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.
- (j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.
- (k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.
- (I) 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 (2023), 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.

Road Project: Midway Drainage Improvement Project - Parcel 1-904
Parcel Address: 2370 Granby Street, Sanford, Florida 32771

<u>Owner Name:</u> Hattie Byrd

- (n) This Agreement is not assignable.
- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:	Wattie M. Bould
Witness	HATTIE BYRD
Edwin R. Basfield	4/12/2024
Print Name	Date
Sambarfild	-
Witness	$\Delta 1 \Delta$
James Borfield	
Print Name	

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

Road Project: Midway Drainage Improvement Project - Parcel 1-904 Parcel Address: 2370 Granby Street, Sanford, Florida 32771 Owner Name: Hattie Byrd

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
GRANT MALOY Clerk to the Board of	JAY ZEMBOWER, Chairman
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
Attachment: Exhibit A – Legal Description and Sketch	515

DGS/sfa

DOI/22/2024
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Butler - Parcel 828\Purchase Agreement (Butler) Parcel 828.docx

EXHIBIT "A"

Legal Description

That portion of Lot 50, Block B of the Plat of A.B. Stevens Addition to Midway as recorded in Plat Book 7 Page 38 of the Public Records of Seminole County, Florida all lying or being in Section 33, Township 19 South, Range 31 East, Florida further described as follows:

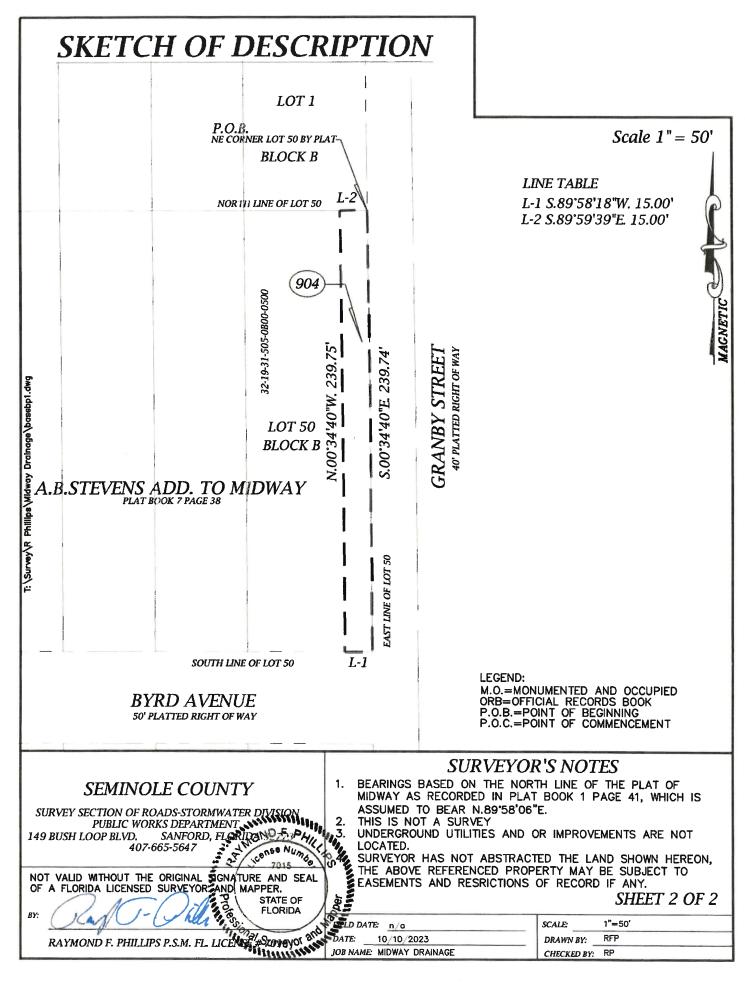
Beginning at the Northeast corner of said Lot 50, Block B, thence along the east line of said Lot 50, S.00°34′40″E., a distance of 239.74 feet to the south line of said Lot 50; thence along said south line S.89°58′18″W., a distance of 15.00 feet; thence N.00°34′40″W., a distance of 239.74 feet to the north line of said Lot 50, thence along said north line N.89°59′39″E., a distance of 15.00 feet to the Point of Beginning.

Said parcel contains 3596.1 square feet more or less.

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

Sheet 1 of 2

P 904 32-19-31-505-0B00-0500





SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0588

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-854 for a drainage easement necessary for the Midway Drainage Improvement Project (616.81± SF) between Emanuel L. Hillery and Seminole County for \$11,850.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Neil Newton / 407-665-5711

Background:

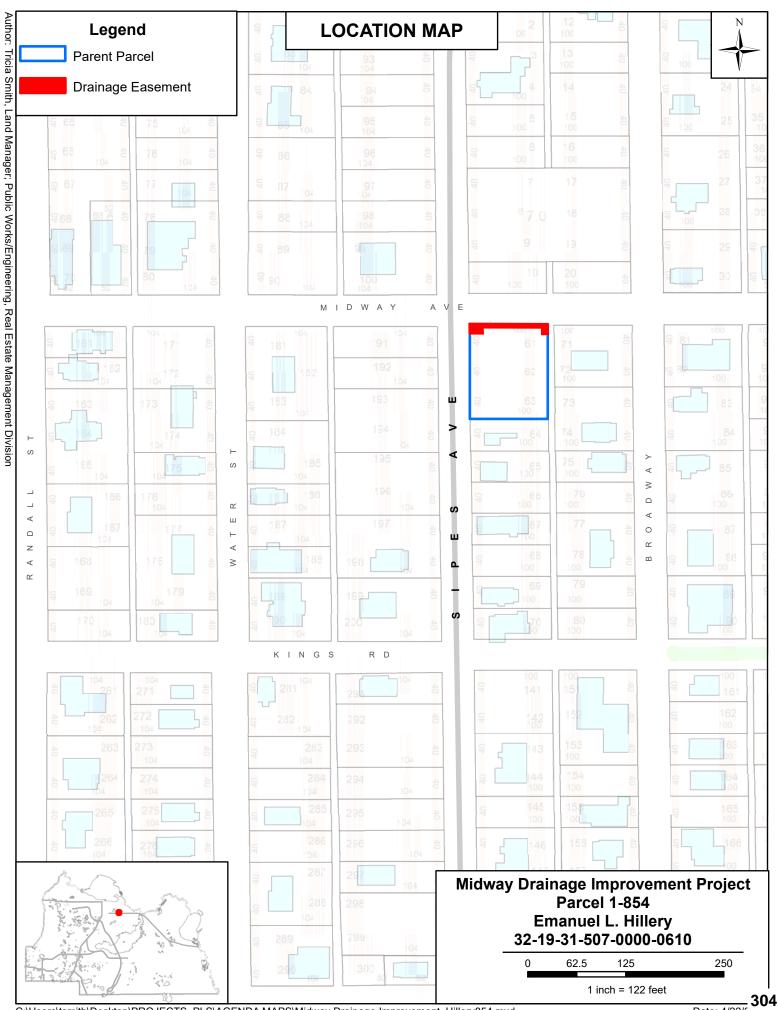
This parcel (No. 1-854) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Emanuel L. Hillery / Tax ID No. 33-19-31-507-0000-0610) of the property located at the southeast corner of Sipes Avenue and Midway Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$11,850.00, inclusive of all fees and costs.

The parent property is vacant and consists of 0.28± acres of land. The County's valuation of this acquisition is \$6,900.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$11,850.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

File Number: 2024-0588

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-854 for a drainage easement necessary for the Midway Drainage Improvement Project (616.81± SF) between Emanuel L. Hillery and Seminole County for \$11,850.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.



PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between EMANUEL L. HILLERY, whose address is 2360 Church Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement 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 a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 33-19-31-507-0000-0610

II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ELEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$11,850.00). 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 Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

- (c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, 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 Drainage Easement 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 (2023).

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 drainage easement.
- (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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

- (g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.
- (h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- (i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.
- (j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.
- (k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.
- (I) 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 (2023), 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.

Road Project: Midway Drainage Improvement Project - Parcel 1-854
Parcel Address: Sipes Avenue, Sanford, Florida 32771

<u>Owner Name:</u> Emanuel L. Hillery

- (n) This Agreement is not assignable.
- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:	(B)
Witness	EMANUEL L. HILLERY
Edwin R. Bar Field	4-17-24
Print Name	Date
teil Newb	
Witness	
NEIL NEITTON	
Print Name	

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

Road Project: Midway Drainage Improvement Project - Parcel 1-854
Parcel Address: Sipes Avenue, Sanford, Florida 32771

<u>Owner Name:</u> Emanuel L. Hillery

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: JAY ZEMBOWER, Chairman

Seminole County, Florida.

Date:

For the use and reliance of Seminole County only.

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

County Attorney

Attachment:

legal sufficiency.

ATTEST:

GRANT MALOY Clerk to the Board of County Commissioners of

Exhibit A – Legal Description and Sketch



DGS\sfa 03/05/2024

T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Hillery, E (Parcel 1-854)\Purchase Agreement - Hillery (Parcel 1-854).docx

EXHIBIT<u>"A"</u>

Legal Description

That portion of Lot 61 of the plat of J.O. Packard's 1st Add. To Midway, as recorded in Plat Book 2, page 104 of the Public Records of Seminole County, Florida, being in Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Beginning at the northwest corner of said Lot 61, thence along the north line of said Lot 61, N.89°56′12″E., a distance of 99.80 feet to the east line of said Lot 61; thence along said east line, S.00°48′14″E., a distance of 12.29 feet; thence N.90°00′00″W., a distance of 4.59 feet; thence N.00°00′00″E., a distance of 7.70 feet; thence S.89°54′05″W., a distance of 82.28 feet; thence S.00°00′00″E., a distance of 9.37 feet; thence N.90°00′00″W., a distance of 12.90 feet to the west line of said Lot 61; thence along said west line N.00°47′29″W., a distance of 14.00 feet to the Point of Beginning.

Said parcel contains 616.81 square feet more or less.

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

Sheet 1 of 2

P 854 33-19-31-507-0000-0610

SKETCH OF DESCRIPTION

Scale 1" = 50'*MIDWAY AVENUE* 40' PLATTED RIGHT OF WAY P.O.B.NW CORNER LOT 81 BY PLAT 854 N.89°56'12"E. 99.80' NORTH LINE LOT 61 9-7 S.89°54'05"W 82.28' L-2 L-5WEST LINE OF LOT 61 AS PLATTED LOT 61 EAST LINE OF LOT 61 PLAT 33-19-31-507-0000-0610 J.O.PACKARD'S 1ST ADD. TO MIDWAY PLAT BOOK 2 PAGE 104 LOT 62 LINE TABLE

L-1 S.00°48'14"E. 12.29' L-2 N.90°00'00"W. 4.59' L-3 N.00°00'00"E. 7.70" L-4 S.00°00'00"E. 9.37' L-5 N.90°00'00"W. 12.90' L-6 N.00°47'29"W. 14.00'

LEGEND:

M.O.=MONUMENTED AND OCCUPIED ORB=OFFICIAL RECORDS BOOK P.O.B.=POINT OF BEGINNING P.O.C.=POINT OF COMMENCEMENT

149 BUSH LOOP BLVD.

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

ASSUMED TO BEAR N.89'58'06"E. THIS IS NOT A SURVEY UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.

SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SURVEYOR'S NOTES BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS

SHEET 2 OF 2

ELD DAT	E: n/a	SCALE:	1"=50'	
DATE:	03/17/2023	DRAWN BY:	RFP	
OR NAME	MIDWAY DRAINAGE		DD.	

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
PUSH LOOP BLVD. SANFORD, FUND SERVING SER RAYMONDA. PHILLIPS P.S.M. FL.

semcty.net\PW\SHARED\Survey\R Phillips\Midway Drainage\basebp1.dwg



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0587

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-861 for a drainage easement necessary for the Midway Drainage Improvement Project (433.75± SF) between Sherry Jones Purcell and Seminole County for \$24,780.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E, Public Works Director

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (No. 1-861) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Sherry Jones Purcell / Tax ID No. 33-19-31-507-0000-1110) of the property located at 2300 Dolarway at the southwest corner of Dolarway and Midway Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$24,780.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.09± acres of land. The County's valuation of this acquisition is \$16,000.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$24,780.00, which was accepted by the owner, inclusive of all fees and costs.

File Number: 2024-0587

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-861 for a drainage easement necessary for the Midway Drainage Improvement Project (433.75± SF) between Sherry Jones Purcell and Seminole County for \$24,780.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.



PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between SHERRY JONES PURCELL, whose address is 2300 Dolarway Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement 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 a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 33-19-31-507-0000-1110

II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of TWENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$24,780.00). 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 Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

Purchase Agreement – Drainage Easement Sherry Jones Purcell / Seminole County Page 1 of 5

- (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, if any, 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 Drainage Easement 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 (2023).

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 drainage easement.
- (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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

- (g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.
- (h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- (i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.
- (j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.
- (k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.
- (l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.
- (m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

- (n) This Agreement is not assignable.
- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:	
MIN BUILT	Sharry Gones Parcell
Witness	SHERRY JONES PURCELL
Edwin R, Bar Field	4-17-2024
Print Name	Date
steel stews	
Witness	
NEIL NEWION	_
Print Name	

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

Road Project: Midway Drainage Improvement Project - Parcel 1-861
Parcel Address: 2300 Dolarway, Sanford, Florida 32771
Owner Name: Sherry J. Purcell

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA ATTEST: By:_ JAY ZEMBOWER, Chairman **GRANT MALOY** Clerk to the Board of County Commissioners of Seminole County, Florida. Date: As authorized for execution by the Board of For the use and reliance of County Commissioners at its ______, Seminole County only. 20 , regular meeting. Approved as to form and legal sufficiency. County Attorney Attachment: Exhibit A – Legal Description and Sketch

DGS\sfa 01/22/2024

U1/22/2024
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Purcell (Parcel 1-861)\Purchase Agreement – Purcell (Parcel 1-861).docx

EXHIBIT "A"

Legal Description

That portion of Lot 111 of the plat of J.O. Packard's 1st Add. To Midway, as recorded in Plat Book 2, page 104 of the Public Records of Seminole County, Florida, being in Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Beginning at the northwest corner of said Lot 111, thence along the north line of said Lot 111, N.89°56′12″E., a distance of 99.54 feet to the east line of said Lot 111; thence along said east line, S.00°52′08″W., a distance of 4.34 feet; thence S.89°54′48″W., a distance of 99.54 feet to the west line of said Lot 101; thence along said west line N.00°48′14″W., a distance of 4.38 feet to the Point of Beginning.

Said parcel contains 433.75 square feet more or less.

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

Sheet 1 of 2

P 861 33-19-31-507-0000-1110

SKETCH OF DESCRIPTION

Scale 1" = 50'*MIDWAY AVENUE* 40' PLATTED RIGHT OF WAY P.O.B.NW CORNER LOT 111 BY PLAT 861 N.89°56'12"E. 99.54' NORTH LINE LOT 111 L-2 S.89'54'48"W 99.54' LINE OF LOT 111 PLAT 40° PLATTED RIGHT OF WAY WEST LINE OF LOT 111 AS PLATTED 161 S' ALLEY BY PLAT LOT 111 33-19-31-507-0000-1110 J.O.PACKARD'S 1ST ADD. TO MIDWAY PLAT BOOK 2 PAGE 104 LOT 112 LINE TABLE L-1 S.00'52'08"E. 4.34' L-2 N.00'48'14"W. 4.38' LEGEND: M.O.=MONUMENTED AND OCCUPIED ORB=OFFICIAL RECORDS BOOK P.O.B.=POINT OF BEGINNING P.O.C.=POINT OF COMMENCEMENT SURVEYOR'S NOTES BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF SEMINOLE COUNTY MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ADS-STORMWATER DIVISION

KS DEPARTMENT

SANFORD, FLORIS 3277 PHI

3. UNDERGROUND UTILITIES AND OR IMPROVEMENT

ORIGINAL SIGNATURE AND SEAL

ORIGINAL SIGNATURE AND SEAL

ORIGINAL SIGNATURE AND SEAL

ORIGINAL SIGNATURE AND SEAL

SHEET 2 OF 2 ASSUMED TO BEAR N.89'58'06"E. SURVEY SECTION OF ROADS-STORMWATER DIVISION NOT VALID WITHOUT THE ORIGINAL SICIATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR THE MAPPER.

BY:

RAYMOND F. D. T. PUBLIC WORKS DEPARTMENT SHEET 2 OF 2 RAYMOND F. PHILLIPS P.S.M. FL. LICENTE POPULIVE 1"=50° SCALE: n/a an Gurveyor a RFP 03/17/2023 DRAWN BY: OB NAME: MIDWAY DRAINAGE

CHECKED BY:



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0585

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-830 for a drainage easement necessary for the Midway Drainage Improvement Project (29.89± SF) between Emanuel Hillery and Seminole County for \$2,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

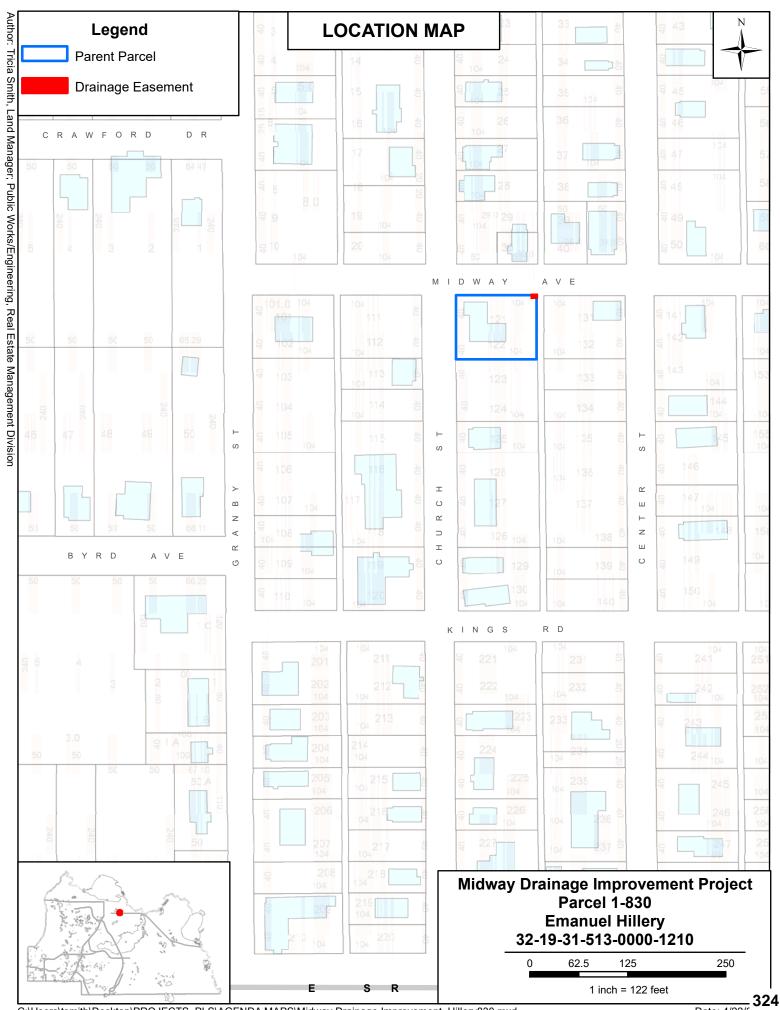
This parcel (No. 1-830) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Emanuel Hillery / Tax ID No 32-19-31-513-0000-1210) of the property located at 2701 Midway Avenue at Midway Avenue and Church Street, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$2,000.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.19± acres of land. The County's valuation of this acquisition is \$1,000.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$2,000.00, which was accepted by the owner, inclusive of all fees and costs.

File Number: 2024-0585

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-830 for a drainage easement necessary for the Midway Drainage Improvement Project (29.89± SF) between Emanuel Hillery and Seminole County for \$2,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.



PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between EMANUEL HILLERY, whose address is 2360 Church Street, Sanford, Florida 32771 in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement 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 a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 32-19-31-513-0000-1210

II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.
- (b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.
- (c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any,

up to and including the date of closing. COUNTY's closing agent will withhold these costs and prorata 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 Drainage Easement 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 (2023).

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 drainage easement.
- (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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.
- (g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table

- or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.
- (h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- (i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.
- (j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.
- (k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.
- (I) 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 (2023), as this statute may be amended from time to time, relating to ethics in government.
- (m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.
 - (n) This Agreement is not assignable.

Road Project: Midway Drainage Improvement Project - Parcel 1-830
Parcel Address: 2701 Midway Avenue, Sanford, Florida 32771

<u>Owner Name:</u> Emanuel Hillery

- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:	
Witness	EMANUEL HILLERY
Edwin R. Bar Field	4-17-24
Print Name	Date
Witness	_
NEIL NEWTON Print Name	-112

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

Road Project: Midway Drainage Improvement Project - Parcel 1-830
Parcel Address: 2701 Midway Avenue, Sanford, Florida 32771

<u>Owner Name:</u> Emanuel Hillery

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida.	By: JAY ZEMBOWER, Chairman Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
Attachment: Exhibit A – Legal Description and Sketch	
DGS\sfa 04/15/2024 T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage	e Improvement Project\Hillery, E (Parcel 830)\Purchase Agreement – Hillery (Parcel 1-830).docx

Purchase Agreement – Drainage Easement Emanuel Hillery / Seminole County Page 5 of 5

329

EXHIBIT<u>"A"</u>

Legal Description

That portion of Lot 121 of the plat of Midway, as recorded in Plat Book 1, page 41 of the Public Records of Seminole County, Florida, being in Section 32, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the northwest corner of said Lot 121, thence along the north line of said Lot 121, N.89°58′06″E., a distance of 69.29 feet to the Point of Beginning; thence continuing along said north line N.89°58′06″E., a distance of 8.26 feet to the monumented east line of said Lot 121; thence along said east line, S.00°20′16″E., a distance of 3.61 feet; thence N.89°58′06″W., a distance of 8.28 feet; thence N.00°20′06″W., a distance of 3.61 feet to the north line of said Lot 121 and the Point of Beginning.

Said parcel contains 29.89 square feet more or less.

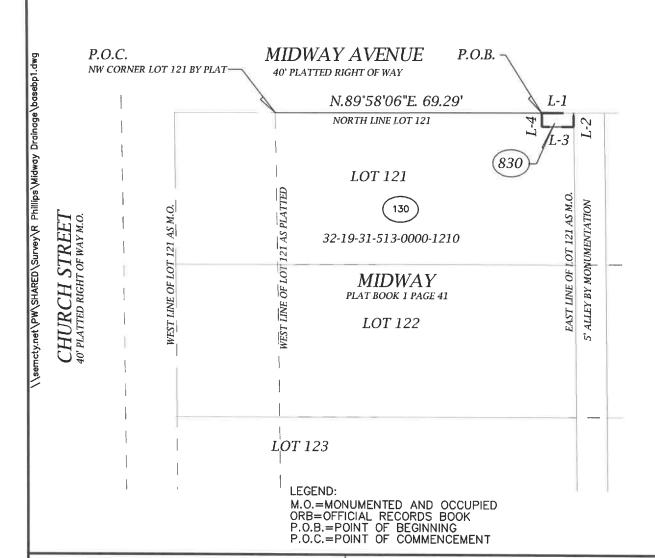
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P 830 32-19-31-513-0000-1210

LINE TABLE: L-1 N.89°58'06"E. 8.26' L-2 S.00°20'16"E. 3.61' L-3 N.89°58'06"W. 8.28' L-4 N.00°20'16"W. 3.61'

Scale 1'' = 50'



SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION

PUBLIC WORKS DEPARTMENT 149 BUSH LOOP BLVD.

407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE SEALS OF A FLORIDA LICENSED SURVEYOR AND PAPPER.

BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89'58'06"E.

ADS-STORMWATER DIVISION AND CONTROL OF FAIR OCATED.

UNDERGROUND UTILITIES AND CONTROL OCATED.

OCATED.

ADOVE REFERENCED PROPERTY MAY BE SUBJECT TO

SURVEYOR'S NOTES

STATE OF
FLORIDATIES DET n/a
03/17/2023
ME: MIDWAY DRA *SHEET 2 OF 2* 1"=50 SCALE: RFP DRAWN BY: ME: MIDWAY DRAINAGE CHECKED BY:



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0615

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-812 for a drainage easement necessary for the Midway Drainage Improvement Project (609.84± SF) between Sheila Kennedy and Seminole County for \$11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (No. 1-812) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Sheila Kennedy / Tax ID No. 32-19-31-512-0000-0140) of the property located at 2185 Center Street on the east side of Center Street, approximately 420± feet (0.08 miles) north of Midway Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$11,550.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.23± acres of land. The County's valuation of this acquisition is \$6,700.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$11,550.00, which was accepted by the owner, inclusive of all fees and costs.

File Number: 2024-0615

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-812 for a drainage easement necessary for the Midway Drainage Improvement Project (609.84± SF) between Sheila Kennedy and Seminole County for \$11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.



PURCHASE AGREEMENT DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between SHEILA KENNEDY whose address is 2185 Center Street, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a drainage easement 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 a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

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

Parcel I. D. Number: 32-19-31-512-0000-0140

II. CONVEYANCE AND PURCHASE PRICE

- (a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$11,550.00). 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 Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

Purchase Agreement – Drainage Easement Sheila Kennedy Seminole County

Page 1 of 5

- (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, if any, 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 Drainage Easement 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 (2023).

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 drainage easement.
- (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 (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

Purchase Agreement – Drainage Easement Sheila Kennedy Seminole County

- Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to (g) 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.
- In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.
- 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.
- 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.
- OWNER states that OWNER has not engaged in any action that would create a (1) 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 (2023), as this statute may be amended from time to time, relating to ethics in government.
- This Agreement contains the entire agreement between OWNER and COUNTY (m) 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 Drainage Easement Sheila Kennedy / Seminole County

- (n) This Agreement is not assignable.
- (o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.
- (p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:	Markanne
Witness	SHEILA KENNEDY
Edwin R. Bartield	15 Apr 2024
Print Name	Date
Leun Burles	
Witness	
Samee Barbeld	
Print Name	

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

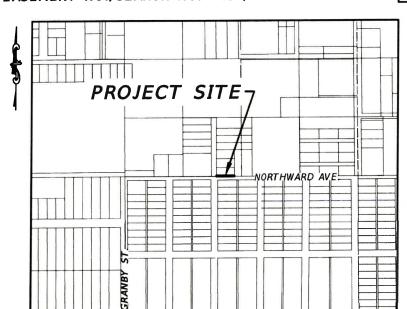
Road Project: Midway Drainage Improvement Project - Parcel 1-812
Parcel Address: 2185 Center Street, Sanford, Florida 32771

<u>Owner Name:</u> Sheila Kennedy

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
OD ANTEMAL ON	By: JAY ZEMBOWER, Chairman
GRANT MALOY Clerk to the Board of	JAY ZEMBOWER, Chairman
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
Ammoved as to form and	
Approved as to form and legal sufficiency.	
,	
County Attorney	
Attachment: Exhibit A – Legal Description and Sketch	
DGS\sfa 01/18/2024 T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage In	nprovement Project\Kennedy (Parcel 1-812)\Purchase Agreement – Kennedy (Parcel 1-812).docx

Purchase Agreement – Drainage Easement Sheila Kennedy / Seminole County Page 5 of 5

SEMINOLE COUNTY MIDWAY DRAINAGE IMPROVEMENT PROJECT PARENT PARCEL NO. - 32-19-31-512-0000-0140 EASEMENT NO./SEARCH NO. - 812/04225



LOCATION MAP

Exhibit "A"

LEGEND:

AE = ACCESS EASEMENT

AVE. = AVENUE

CB = CHORD BEARING CD = CHORD DISTANCE

DE = DRAINAGE EASEMENT

F = FIELD

INT. = INTERSECTION

L = LENGTH

L1 = LINE #1

M = MEASURED

M.O. = MONUMENTED & OCCUPIED

NR = NON-RADIAL

NT = NON-TANGENT CURVE

ORB = OFFICIAL RECORDS BOOK O.R. = OFFICIAL RECORDS BOOK

PG = PAGE

PB = PLAT BOOK

P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT

PCC = POINT OF COMPOUND CURVATURE

PC = POINT OF CURVATURE POC = POINT ON CURVE

PI = POINT OF INTERSECTION

PRC = POINT OF REVERSE CURVATURE PT = POINT OF TANGENCY

(R) = RADIAL LOT LINE

R = RADIUS

RP = RADIUS POINT

RW = RIGHT OF WAY

R/W = RIGHT OF WAY

COR. = CORNER

SEC. = SECTION

DR. = DRIVEST. = STREET

N = NORTH

S = SOUTH

E = EAST

W = WEST

~ = DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.

2. Underground utilities, and/or improvements have not been located.

3, Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.

4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.

5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

Sheet 1: Location Map, Legend, Notes, and Certification

Sheet 2: Legal Description

Sheet 3: Sketch

Jack V Carper Date: 2023.09.25 13:14:29 -04'00' Foxit PDF Editor Version: 12.1.3

Carper
DN: C=US, O=Florida,
dnQualifier=
A01410D0000018709DAC3690
004A09F, CN=Jack V Carper
Reason: I am the author of this

Digitally signed by Jack V

J. Vance Carper, Jr. PSM Professional Surveyor and Mapper Florida Certificate No. 3598

Orlando, Florida 32810-6101 Tel: 407/647-7275 Certificate No. LB 24

1 of 3

4/7/23

1:500

JVC

Date: _

F.B.:

Scale: ___

Ckd. By: _

Sheet:

Job No.: 100080164

Drawn By: VS & DB

SEMINOLE COUNTY MIDWAY DRAINAGE IMPROVEMENT PROJECT PARENT PARCEL NO. - 32-19-31-512-0000-0140 EASEMENT NO./SEARCH NO. - 812/04225

LEGAL DESCRIPTION

THAT PORTION OF:

LOT 14 AND 15, VEINO'S ADDITION TO MIDWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE(S) 67, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
ALSO KNOWN AS 2185 CENTER STREET, SANFORD, FL 32771
PARCEL # 32-19-31-512-0000-0140

Being those certain Lands as described in Official Records Book 8934, Page 1105 of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Begin at the Southeast corner of Lot 15 of VEINO'S ADDITION TO MIDWAY, according to the plat thereof, as recorded in Plat Book 7, Page(s) 67, OF the Public Records of Seminole County, Florida, said corner also being along the North line of the right-of-way of Northward Avenue;

Thence S 89°58'06" W along said North line for 100.00 feet to a point along the West line of aforesaid Lot 15; thence N 0°37'54" W along said West line for 6.00 feet; thence departing said West line, run: N 89°58'06" E for 100.00 feet to a point along the East line of said Lot 15; thence S 0°37'54" E along said East line for 6.00 feet to The Point Of Beginning;

Containing 0.014 acres more or less

ATKINS

482 South Keller Road Orlando, Florida 32810-6101 Tel : 407/647-7275 Certificate No. LB 24

 Date:
 4/7/23

 Scale:
 100080164

 F.B.:
 N/A

 Drawn By:
 VS & DB

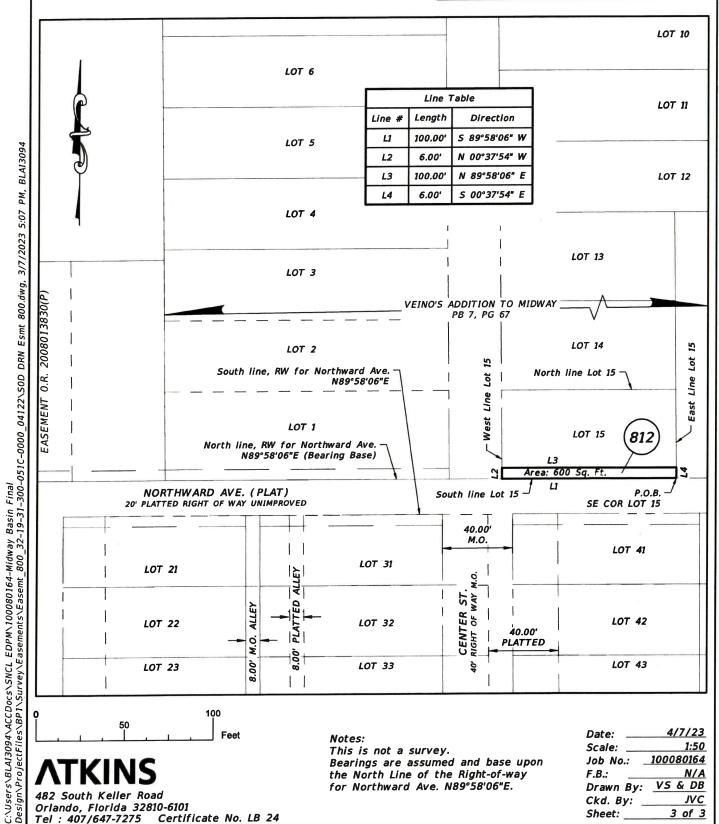
 Ckd. By:
 JVC

 Sheet:
 2 of 3

Orlando, Florida 32810-6101

Tel: 407/647-7275 Certificate No. LB 24

SEMINOLE COUNTY MIDWAY DRAINAGE IMPROVEMENT PROJECT PARENT PARCEL NO. - 32-19-31-512-0000-0140 EASEMENT NO./SEARCH NO. - 812/04225



342

JVC

3 of 3

Ckd. By:

Sheet:



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0621

Title:

Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Casselberry relating to utility relocation for the Oxford Road Drainage and Sidewalk Project (County) and the English Estates Watermain Replacement Phase I Project (City). District4 - Lockhart (Jean Jreij, P.E., Public Works Director)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

The City of Casselberry has requested that Seminole County include the work associated with the relocation and installation of the utilities in the Seminole County project to meet the City of Casselberry's needs. Seminole County is willing to include such work pursuant to the terms and conditions outlined in the Interlocal Agreement.

The City of Casselberry's Utility Project Phase I in English Estates residential community will be constructed simultaneously with the Seminole County Oxford Road Sidewalk and Drainage Improvements Project.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry relating to the utility relocation for the Oxford Road Drainage and Sidewalk Project (County) and English Estates Watermain Replacement Phase I Project (City).

SEMINOLE COUNTY AND CITY OF CASSELBERRY
INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE
OXFORD ROAD DRAINAGE AND SIDEWALKS PROJECT (COUNTY) AND
ENGLISH ESTATES WATER MAIN REPLACEMENT
PHASE I PROJECT (CITY)

THIS INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OXFORD ROAD DRAINAGE AND SIDEWALKS PROJECT (COUNTY) AND ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I PROJECT (CITY) (the instant "Agreement") is made and entered into 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, in this Agreement referred to as "COUNTY" and **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, in this Agreement referred to as "CITY".

WITNESSETH

WHEREAS, the parties have the common power to construct utility and roadway facilities and to contract for the performance of such work; and

WHEREAS, CITY desires, at its expense, to relocate utilities (water) in the COUNTY or CITY, rights-of-way, as part of the CITY's construction project known as "English Estates Water Main Replacement Phase I Project" (PW # 2010) in conjunction with the COUNTY's construction project known as the "Oxford Road Drainage & Sidewalks Project" (CIP # 02107094), in this Agreement referred to as the "COUNTY Project"; and

WHEREAS, CITY has requested that COUNTY include the cost as associated with this relocation and installation work, as defined in Section 2 below, in the COUNTY

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 1 of 24

Project in order to meet CITY's needs and complete the work in a manner that is

economical and timely for CITY; and

WHEREAS, COUNTY is willing to include such work in COUNTY's Project

pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163

and 166, Florida Statutes (2023) and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants contained in this

Agreement and other good and valuable consideration, the receipt, adequacy and

sufficiency of which are hereby acknowledged, COUNTY and CITY 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. General.

(a) CITY acknowledges that certain of its existing utility (water) infrastructure

components are included within the geographic scope of the COUNTY Project. CITY

further acknowledges these components must be removed and new components installed

as shown on the CITY's construction plans and defined in Section 4 below, in this

Agreement referred to as the "CITY Utility Work."

(b) CITY Utility Work includes, but is not limited to, the relocation of potable

water mains, and other related infrastructure work, all as described in the Casselberry

Utility Work Pay Items, a copy of which is attached to and incorporated in this Agreement

as Exhibit A. The work consists of the removal, replacement and relocation of the water

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 2 of 24

345

main as described on Exhibit A (in which "LS" means lump sum, "LF" means linear feet and "EA" means each).

(c) COUNTY shall relocate the City's Utilities for CITY. CITY shall reimburse the COUNTY for the costs of construction and Construction Engineering and Inspection Professional Engineer Consultant ("CEI Consultant") services related to the CITY Utility Work. The CEI Consultant services will be based on a percentage of the utility bid costs as set forth in subsection 13 (b) below. The CEI Consultant will be a qualified professional selected pursuant to Section 287.055, Florida Statutes (2023), or pursuant to a COUNTY continuing contract, and CITY will have an opportunity to review and comment on the proposals before COUNTY selects the CEI, but the decision will be made by the COUNTY.

Section 3. Rights-of-Way. COUNTY Project and CITY Utility Work must take place within COUNTY rights-of-way. COUNTY is not obligated to perform any CITY Utility Work that requires COUNTY to acquire any property interests, including temporary construction easements, beyond those already acquired by COUNTY. CITY is responsible for acquiring and paying for any additional property interests or other rights that may be necessary to complete the CITY Utility Work prior to COUNTY's performance of the CITY Utility Work.

Section 4. Construction Plans.

(a) Inasmuch as the CITY Utility Work will occur in an area where COUNTY plans to construct curb and gutter, to construct underground stormwater facilities, including pipelines and appurtenant structures, and to construct sidewalks, it is in the best interest of CITY and COUNTY to have the CITY Utility Work and roadway construction performed

pursuant to the same construction contract, in this Agreement referred to as "COUNTY Contract." Accordingly, CITY, through its consultant, CPH, Inc. ("CPH"), 500 West Fulton Street, Sanford, Florida 32810, prepared the construction design plans for the CITY Utility Work, in this Agreement referred to as "CITY Construction Design Plans" and furnished signed and sealed copies of the CITY Construction Design Plans to COUNTY. The parties acknowledge that CPH prepared the CITY's Construction Design Plans with the intent that County's contractor can perform all CITY Utility Work, in this Agreement referred to as "COUNTY's Contractor". These 100% CITY Construction Design Plans are dated February 5, 2021 (signed and sealed) and are incorporated in this Agreement by reference

These plans consist of:

UTILITY RELOCATION PLANS

SHEET	SIGNED & SEALED

NO.	LATEST DATE	DESCRIPTION
U0	10/22/2013	KEY SHEET
U1	10/22/2013	GENERAL NOTES
U2	10/22/2013	6" FM & 12" WM UTILITY ADJUSTMENT PLAN
U3	10/22/2013	6" FM &12" WM AT BRIDGE PLAN
U4	10/22/2013	6" FM & 12" WM CONNECTION PLAN & SECTIONS
U5	10/22/2013	BRIDGE ELEVATION 6" FM & 12" WM
U6	10/22/2013	UTILITY ADJUSTMENT @ DRAINAGE STRUCTURE SECTIONS

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 4 of 24

U7 10/22/2013 STANDARD DETAILS

to U12

(b) CITY acknowledges and agrees that COUNTY review of the CITY

Construction Design Plans may require CITY to make changes to the plans or submit

additional information to COUNTY.

(c) CITY will not be financially liable for any additional work beyond that

specified in the CITY Construction Design Plans and the specifications in the awarded

contract, without advance notification and concurrence of the CITY incorporated in a

Change Order. If, in the opinion of COUNTY's consulting engineer, an emergency exists,

the consulting engineer may authorize measures, which in his or her professional opinion,

are reasonably necessary to prevent or mitigate any resulting damages that might result

from the emergency. If the COUNTY's consulting engineer authorizes measures without

prior review and concurrence of CITY, COUNTY shall provide after the fact verbal or

telephonic notice to CITY as soon as practical, but at least within three (3) days to CITY.

Apart from emergencies, CITY will not be financially liable for any additional work

beyond that specified in CITY Construction Design Plans and the specifications in the

awarded contract without advance notification and written concurrence of CITY.

COUNTY shall contact and consult with the CITY regarding the need for conflict

structures not included in the CITY Construction Design Plans or County Construction

Design Plans, and, if deemed necessary, CITY will be responsible to pay for the cost of

conflict structures.

(d) Additional work required for the CITY Utility Work beyond that specified

in the COUNTY Contract requested by either COUNTY or CITY may be authorized by

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 5 of 24

348

change order issued by COUNTY according to the procedure set forth in this Subsection

4(c) and paid for in full by CITY. Any reduction of the cost for the CITY Utility Work

made by change order approved by COUNTY will reduce the total amount to be paid by

CITY to COUNTY. Change Orders will be issued by the COUNTY in compliance with

County Purchasing Code based on existing contract unit prices or negotiated unit prices.

Section 5. Utility Specifications. CITY shall provide COUNTY with the

signed and sealed specifications for construction of the CITY Utility Work. These utility

specifications must include copies of issued permits, payment application, submittal

requirements, as-built survey and record drawing requirements, testing requirements, and

any other information needed by COUNTY or COUNTY's Contractor for construction.

CITY acknowledges that COUNTY's review of the specifications may require CITY to

make changes to the specifications or submit additional information to COUNTY as set

forth in Section 4 above.

Section 6. Permitting. CITY accepts sole responsibility for obtaining, at

CITY's expense, all the necessary Florida Department of Environmental Protection

(FDEP) permits for the CITY Utility Work. The COUNTY's Contractor is responsible for

obtaining COUNTY right-of-way permits, if required, for the CITY Utility Work at no

expense to CITY.

Section 7. Bidding and County Contract Award.

(a) CITY shall provide COUNTY with a bid schedule containing bid items

(item number and description), unit of measure, and estimated quantity for all major items

of the CITY Utility Work. The bid schedule must be in tabular format with spaces provided

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 6 of 24

349

for COUNTY's bidders to fill in unit prices and total prices for each bid item. COUNTY's review of the bid schedule may require CITY to make reasonable changes to the schedule or submit additional information to COUNTY.

(b) COUNTY shall conduct all tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders, and award of the COUNTY contract. CITY shall provide written answers to questions from COUNTY pertaining to CITY Utility Work and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, CITY shall not communicate and shall require CPH not to communicate in any manner with a prospective bidder, plan holder, subcontractor, or other person, firm or entity regarding the CITY Construction Design Plans and specifications. All information regarding the bid documents, including the CITY Construction Design Plans and specifications, questions, interpretations and explanations regarding them must be processed through COUNTY.

CITY to evaluate all submitted prices for the CITY Utility Work. Before the award, the CITY may decide it does not wish to proceed further with including the CITY Utility Work in the COUNTY Project. If not, CITY shall notify COUNTY and CITY shall pay its costs up to that point in time. After the bids are open, and before CITY's portion of work is awarded, COUNTY shall permit CITY to have the CITY's portion of bid award approved by CITY Commission. CITY understands and agrees that COUNTY will award the COUNTY Contract to the lowest responsive, responsible bidder for the COUNTY Project in accordance with COUNTY's Purchasing Code requirements. CITY also acknowledges that the bid containing the lowest bid for the COUNTY Project may not necessarily include

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 7 of 24

the lowest submitted bid for the CITY Utility Work. The successful bidder is referred to in this Agreement as the COUNTY Contractor.

(d) Until twenty (20) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY may elect to withdraw the CITY Utility Work from the process by providing written notice to COUNTY. From twenty-one (21) days after either the execution of this Agreement by CITY or the bid opening by COUNTY, whichever is later, CITY shall not terminate this Agreement without providing thirty (30) days written notice to COUNTY and paying all costs and expenses incurred by COUNTY and COUNTY's Contractor for any CITY Utility Work completed at that point, except in the event the COUNTY breaches this Agreement.

Section 8. Administration of County Construction Contract.

- (a) Any communication by CITY with COUNTY's contractor during construction must be through COUNTY or COUNTY's CEI Consultant. CITY is authorized to consult with the CEI Consultant during the construction period regarding the CITY Utility Work. Construction layout, construction coordination, including coordination with other utilities, and scheduling all work are the sole responsibility of COUNTY, the CEI Consultant, and COUNTY's Contractor and are not the responsibility of CITY or CPH.
- (b) COUNTY shall ensure that the CEI Consultant performs the following: (1) schedule and attend the preconstruction meeting, progress meetings, and project closeout meetings with COUNTY's Contractor; (2) provide on-site inspection services, engineering services, and final quantities; (3) provide construction quality control (CQC) testing

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 8 of 24

personnel; and (4) issue recommendations to COUNTY's Contractor, coordinates the

processing of contract change orders, process payment applications, and conduct punch list

and final inspections of the in-place work to determine if the work is completed

substantially in accordance with the plans, specifications, and other contract documents.

All costs associated with CQC are the responsibility of COUNTY's Contractor.

(c) CITY shall ensure that it, CPH or both of them attends the preconstruction

meeting, reviews and responds to COUNTY, COUNTY's Contractor, or CEI Consultant

questions or requests for information and reviews proposed construction changes on behalf

of the CITY and pertaining to the City Utility Work. The CITY shall consult with the

COUNTY's CEI Consultant during the construction period. CITY shall not issue

directions, interpretations, product approvals or denials, grant time extensions, approve

payment of claims, or in any way administer the COUNTY Contract or construction or

associated paperwork with COUNTY's Contractor since such actions must be approved

and issued by COUNTY in accordance with the applicable provisions of COUNTY's

Contract.

(d) CITY will have the opportunity to review and approve all shop drawings,

manufacturers' brochures or catalogs, and change orders related to the CITY Utility Work

prior to approval by COUNTY for inclusion in COUNTY's Contract. CITY is responsible

for payment to the COUNTY for costs resulting from approved change orders related to

the CITY Utility Work. COUNTY shall make all reasonable efforts to accommodate

CITY's request for change orders relating to the CITY Utility Work. In the event of a

conflict or dispute relating to CITY's request for a change order to the CITY Utility Work,

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

COUNTY, after written notice and consultation with the CITY, has final authority, as long as County's decision complies with County Code, permits, and this Agreement.

(e) CITY is solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the CITY Utility Work. COUNTY's Contractor shall take the bacteriological samples and submit satisfactory results, along with the required signed and sealed as-built or record drawing information, to COUNTY's CEI Consultant. COUNTY's CEI Consultant shall provide CITY with copies of the bacteriological sample reports, as-built survey and record drawing information and other supporting documents and coordinate with the CITY in obtaining the required signatures for FDEP certificates for permit clearances from CITY and CPH. CITY shall coordinate with CPH and work with COUNTY's CEI Consultant to ensure that permit clearance processing is handled in a timely manner.

Section 9. Inspection During Construction. During construction, construction engineering inspection services will be provided by any combination of CITY staff, COUNTY staff, COUNTY's CEI Consultant. CITY and CPH have the right at all times to non-intrusively inspect the CITY Utility Work and related construction and review any and all records relating to the performance of the CITY Utility Work, and the contract administration, and to attend all inspections by the CEI or the COUNTY. CITY and CPH will also evaluate compliance based on geotechnical testing and other reports provided by the CEI Consultant, and CITY and CPH can participate in the coordination of construction activities, including the survey and layout of construction. The CITY Utility Work will be coordinated with CITY. COUNTY and its agents will keep CITY informed of technical, cost and schedule impacts on the CITY Utility Work. CITY and CPH shall immediately

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

notify COUNTY and CEI Consultant upon the discovery of any non-compliant records or

construction work or other issues of concern. COUNTY shall furnish CITY with three (3)

copies of all reports requested by CITY. CITY shall ensure that copies of any reports or

other documents issued by CITY inspectors or CPH for CITY Utility Work are provided

to COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance

of installed CITY Utility Work is the responsibility of the COUNTY's Contractor, as

overseen by CITY. COUNTY's Contractor may not operate the utility system in any way.

including, but not limited to, transferring old lines to new lines, or connecting new lines to

existing utilities, without a CITY representative present. It is anticipated that installation

and startup of the CITY Utility Work will occur prior to completion of the roadway portion

of the construction contract. During this period, CITY will be the only party permitted to

operate its facilities, but protection of the completed facilities and maintenance during

construction will be the continued responsibility of COUNTY's Contractor until final

contract closeout. COUNTY'S Contractor and CEI Consultant will take all reasonable

measures to prevent or minimize cessation of utility service. If, during the course of the

work, despite COUNTY's Contractor's and the CEI Consultant's reasonable measures,

cessation of utility services occurs, it will not constitute a breach of this Agreement on the

part of either party and neither party will be liable to the other for damage resulting from

such cessation of services. This release of liability may not be construed as a general

release of the COUNTY's Contractor awarded the COUNTY Contract or any other third

party from any liability for any damage from whatever cause whatsoever, but is specific to

a situation where disruption of service occurs despite COUNTY's Contractor's reasonable

1

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 11 of 24

measures. Upon completion of COUNTY Contract, acceptance of the CITY Utility Work

by CITY, and final payment by CITY, CITY will own, have sole control, maintain, and be

responsible for its utility facilities in accordance with the terms of any and all utility

permits.

Section 11. Schedule/Suspension.

(a) Except as to delays covered by the force majeure provisions of COUNTY's

Contract, long lead times for materials, or labor shortages and similar delays, if the CITY

Utility Work is delayed for any reason within CITY's control, CITY will be responsible

for the cost of any resultant time delays to COUNTY's roadway portion of the work

performed by COUNTY's Contractor or CEI Consultant caused by CITY's delay. Time

is of the essence in performing the obligations under this Agreement and the contracts with

the CEI and the COUNTY's Contractor. If CITY breaches this Section 11 of this

Agreement for failing to correct the breach after being given thirty days' detailed written

notice of the breach, COUNTY may seek all available legal recourse, up to and including

issuing a change order to the COUNTY's Contractor deleting the CITY's unfinished utility

work from COUNTY's Contract.

(b) In the event COUNTY ceases or suspends the COUNTY project or the City

Utility Work for any reason, CITY will reimburse the COUNTY for the CITY Utility Work

completed as of the date of suspension. Any remaining unpaid portion of the CITY Utility

Work will be performed by CITY and CITY will not have any further obligation to the

COUNTY.

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 12 of 24

Section 12. Administrative Agent. COUNTY shall administer this Agreement

by and through its departments and officers, consultants, and independent contractors.

Section 13. Cost Computation, Payment.

(a) CITY shall pay to COUNTY the cost of the CITY Utility Work consistent

with the approved and accepted bid, as documented by invoices from COUNTY's

Contractor to COUNTY, plus a portion of the cost of the services of the CEI Consultant

calculated as stated in this Section 13.

(b) It is the intent of the parties that all construction costs for the CITY Utility

Work, excluding the CEI Consultant services, and including regulatory compliance testing.

survey layout, preparation of record drawings and closeout submittals and the maintenance

bond, will be included in the bid price for the CITY Utility Work. If COUNTY incurs any

cost directly related to performance of the CITY Utility Work, other than the CEI

Consultant services not included in the bid price, CITY shall pre-approve those costs,

absent an emergency, and included these costs in the amount payable by CITY upon

submission of an invoice supporting the amount billed.

(c) CITY shall share with the County the cost of the CEI Consultant and for

Maintenance of Traffic and Mobilization. City's share of the cost for these services will be

calculated by multiplying the total cost for these services by the percentage resulting from

dividing the cost of the CITY Utility Work by COUNTY's total contract price for the

COUNTY Project, including the CITY Utility Work. Initially, the percentage to be used

will be based upon the bid as awarded by COUNTY. At the conclusion of the COUNTY

Project, the final percentage will be calculated based upon the final contract amounts as

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 13 of 24

356

adjusted by change orders, if any. Any difference between the amount paid using the initial

percentage and the amount due using the final calculation will be paid by CITY or

COUNTY, as the case may be, within thirty (30) days after close out of the COUNTY

Contract. By way of example, if the COUNTY Contract, as awarded totals \$1,000,000.00

(including the cost of the CITY Utility Work) and the portion of that amount attributable

to the CITY Utility Work is \$100,000.00, then the percentage applied to the CEI Consultant

billing will be ten percent (10%) (\$100,000.00 divided by \$1,000,000.00). The same

method will be used to calculate the final CEI Consultant fee percentage except the

numbers will reflect the final contract amounts, including all change orders, if any.

(d) On or before the sixty-second (62nd) day after award of COUNTY Contract,

CITY shall deposit with COUNTY the bid amount for the CITY Utility Work and the

CITY Percentage for CEI, Mobilization and Maintenance of Traffic. These funds will be

held in a separate account and utilized to pay COUNTY Contractor's invoices related to

the CITY Utility Work and the applicable portion of the CEI Consultant's fee. If funds

remain in the account after COUNTY Contract closeout, these funds will be credited

against any and all other charges payable by CITY to COUNTY pursuant to this

Agreement. COUNTY shall refund any remainder to CITY within thirty (30) days of

closeout of the COUNTY Contract.

(e) Beginning on the first day of the month following receipt of the first invoice

from COUNTY's Contractor, COUNTY shall issue monthly bills to CITY for CITY's

portion of payment due for the CITY Utility Work and the fee paid to the CEI Consultant,

calculated as stated above. All late payments will be assessed non-refundable interest at

the statutory rate.

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Section 14. Closeout. Each time COUNTY makes a determination of

substantial or final completion, punch list walk through, or acceptance of COUNTY

Contractor's work on the CITY Utility Work, COUNTY shall consult the CITY and seek

CITY's written concurrence. CITY will be entitled to receive as-built survey drawings

including one (1) electronic set of as-built survey drawings reflecting the CITY Utility

Work, provided CITY has made all payments required by this Agreement. In addition,

CITY will receive a one-year warranty for CITY Utility Work. COUNTY shall transfer to

the CITY all respective engineer's certificates and Contractor and manufacturer's bonds,

indemnities and warranties that relate to the CITY Utility Work.

Section 15. CITY Obligations After Closeout.

(a) CITY will become and remain solely responsible for all functional

maintenance and repair of the PVC and HDPE Water Mains ranging in size from 6-inches

to 12-inches, service lines, and all appurtenances.

(b) CITY shall maintain, repair and replace, in accordance with COUNTY

Standards, all landscaping located in the public rights-of-way disturbed by the utility work

adjacent to Oxford Road and Derbyshire Road.

Section 16. COUNTY Obligations After Closeout.

(a) COUNTY will become and remain solely responsible for the roadway,

including the sidewalk and stormwater infrastructure.

(b) COUNTY shall maintain, repair and replace the roadway.

Section 17. Duties and Level of Services. COUNTY, COUNTY's Contractor,

and the CEI Consultant shall coordinate and consult in good faith with CITY about all

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 15 of 24

services and work performed pursuant to this Agreement. Notwithstanding the above, all

services and work under this Agreement will be performed to the satisfaction of COUNTY

or COUNTY's CEI Consultant, which is authorized to decide, after consultation with CITY

and in accordance with County Code, permits, and as provided in this Agreement, all

questions, difficulties and disputes of whatever nature that may arise under or by reason of

such services and work, the prosecution and fulfillment of the services and work under this

Agreement, and the character, quality, amount, and value of such work, which decision

upon all claims, questions, and disputes will be final and conclusive with respect to all

services and work performed or to be performed.

Section 18. Employee Status. Persons employed by one party in the

performance of services and functions pursuant to this Agreement will have no claim

against the other party for pension, worker's compensation, unemployment compensation,

civil service or other employee rights or privileges whether granted by operation of law or

by policy of the non-employing party.

Section 19. Funding/Breach/Termination. CITY, by approving and executing

this Agreement, represents and warrants that sufficient funds are available and have been

properly budgeted to pay the anticipated costs of the CITY Utility Work and a portion of

the CEI Consultant's fees, all as envisioned by this Agreement. CITY understands and

agrees that it is in the best interest of both parties that the CITY Utility Work be

accomplished simultaneously with COUNTY Project. Accordingly, CITY shall not

terminate this Agreement, except to withdraw the CITY Utility Work from the process in

a timely manner as allowed by Section 7(e) or in the case of a breach of this Agreement by

COUNTY or its agents, and in accordance with the provisions of this Section 19. To

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 16 of 24

facilitate performance pursuant to this Agreement, each party shall provide full cooperation

and assistance to the other. Except for failure to make payment, the circumstances whereby

COUNTY may terminate this Agreement and remove the CITY Utility Work from

COUNTY Project are specified throughout this Agreement and are not subject to the

provisions of this Section 19. As to any CITY claim of breach by COUNTY and as to a

COUNTY claim of non-payment by CITY, the following apply:

(a) <u>Notice</u>. The party making the claim shall provide a written statement of the

claim, providing as much detail as is reasonably possible under the circumstances. The

other party will have ten (10) days to resolve the claim or, if the matter cannot be resolved

in that time period, begin resolution of the claim and complete resolution of the claim in a

timely manner thereafter.

(b) Settlement Discussions. If the dispute is not resolved as a result of the

notice provided above, the City Manager for CITY and the County Manager for COUNTY

shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved

between City Manager for CITY and the County Manager for COUNTY, either party may

seek all remedies available at law or in equity. However, prior to commencement of any

suit, they shall first engage in dispute resolution as provided in this Section 19. In all events

except breach of this Agreement by COUNTY or its agents, CITY shall reimburse

COUNTY for all costs and expenses incurred for the CITY Utility Work through the date

of termination, including the amounts payable to COUNTY's Contractor and the CEI

Consultant.

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 17 of 24

Section 20. **Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:

For CITY:

Darren Gray

James "Randy" Newlon

County Manager **Seminole County** City Manager

Seminole County Services Bldg.

City of Casselberry 95 Triplet Lake Drive

1101 East First Street

Casselberry, FL 32707

Sanford, Florida 32771

With a copy to:

With a copy to:

Jean Jreij, P.E.

Tara Lamoureux, P.E.

Director

Director

Seminole County

City of Casselberry

Department of Public Works

Department of Public Works & Utilities

1001 East 1st Street

95 Triplet Lake Drive

Sanford, FL 32771

Casselberry, FL 32707

Either of the parties may change, by written notice as provided above, the addresses or person for receipt of notices.

Section 21. Liability/Third Party Beneficiary.

- (a) COUNTY recognizes that the CITY is solely providing CITY Construction Design Plans and funding assistance for the COUNTY Project, and is not involved in the construction, operation or maintenance of the COUNTY Project.
- (b) To Third Parties. As to the CITY's Construction Design Plans, CITY, to the extent permitted by Florida Law, shall indemnify and hold COUNTY harmless from and against all liability, loss, costs, damages, and claims of any kind arising from personal injuries, including death, or property damage suffered by third parties as a result of the

CITY's Construction Design Plans for the CITY Utility Work. The term "third parties" is intended to mean all persons, firms, or other legal entities, but not including, COUNTY, COUNTY's Contractor, and the CEI Consultant. COUNTY Contractor's contract and CEI Consultant's contract must include an indemnity in favor of CITY, as well as in favor of COUNTY, in their respective contracts for all liability arising from COUNTY Contractor's work or CEI Consultant's work, respectively. Further, these contractors shall include a provision stating that CITY is an intended third-party beneficiary of their respective contracts. Nothing in this Agreement or in this Subsection may be construed to waive or expand the provisions and requirement of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time.

(b) To COUNTY. To the extent of the CITY's Construction Design Plans, the CITY shall indemnify and hold COUNTY harmless from any and all properly presented and meritorious contract claims made by COUNTY's Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses for both home office and field operations, or any such cost or expense related to or arising from the CITY's Construction Design Plans, it being understood and agreed that COUNTY is including this work in its COUNTY contract in order to save CITY time and money and that COUNTY is essentially acting as CITY's agent with respect to this work. In addition, to the extent permitted by law, CITY shall indemnify COUNTY, the COUNTY's Contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of CITY to obtain necessary easements for the location of CITY facilities outside COUNTY's rights of way, if any. CITY will be relieved from the obligations imposed by this Section 21 on account of any breach of contract by COUNTY or its agents related to this Agreement, COUNTY's

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 19 of 24

Contract with its Contractor or the contract with the CEI Consultant. CITY shall pay the

total amount that may be or become payable on account of any claim covered by this

Section 21, less the amount the CITY is entitled to recover in damages from COUNTY on

account of the breach of contract. CITY has the right to participate in any settlement

discussions with CEI Consultant or COUNTY's Contractor relating to the CITY Utility

Work if CITY pays its share the costs of litigation, including the judgment. Nothing in this

Agreement or this Subsection may be construed to waive or expand the provisions and

requirements of Section 768.28, Florida Statutes (2023), as this statute may be amended

from time to time. The parties do not assume any liability for the negligent or wrongful

acts or omissions of the other party.

(c) These indemnity obligations include any and all charges, expenses and

costs, including but not limited to, attorney's fees, both at trial and on appeal, incurred by

COUNTY on account of or by reason of any such damages, liability, claims, suits, or losses.

Section 22. Entire Agreement. The entire Agreement of the parties is

contained in this Agreement and this Agreement supersedes all oral agreements and

negotiations between the parties relating to the subject matter of this Agreement as well as

any previous agreements presently in effect between the parties relating to the subject

matter of this Agreement. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement, except as noted regarding changes to the CITY Construction

Design Plans that do not require an amendment to this Agreement, will be valid only when

expressed in writing and duly signed by the parties.

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 20 of 24

Section 23. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of

interest in the performance of its obligations pursuant to this Agreement with the other

party or that would violate or cause third parties to violate the provisions of Part III, Chapter

112, Florida Statutes (2023), 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 (2023), as

this statute may be amended from time to time, as over (5%) either directly or indirectly,

in the business of the other party to be conducted here, and that no such person will have

any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any

information that indicates a possible violation of this Section.

Section 24. Constitutional and Statutory Limitations. The terms and

conditions of this Agreement are applicable only to the extent they are within and

consistent with the constitutional and statutory limitations on the authority of CITY and

COUNTY.

Section 25. 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.

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects

Page 21 of 24

Section 26. Severability. If any provision of this Agreement or the application

of this Agreement to any person or circumstance is held invalid, it is the intent of the parties

that the invalidity does 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 27. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1,

Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), 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 (2023), 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 28. Headings and Captions. All headings and captions contained in

this Agreement are provided for convenience only, do not constitute a part of this

Agreement, and may not be used to define, describe, interpret, or construe any provision

of this Agreement.

[Balance of this page intentionally blank; signatory page continues on page 23.]

Seminole County and City of Casselberry
Interlocal Utility Construction Agreement Oxford Road and English Estates Projects
Page 22 of 24

365

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

ATTEST: DONNA G. GARDNER, City Clerk	By: DAVID HENSON, Mayor/Commissioner
	Date: 3/25/2024
For the use and reliance of Casselberry only.	As authorized for execution by the Board of CITY Commissioners at its March 25 2024, regular meeting
Approved as to form and Legal sufficiency.	

Lity Attorney

[Balance of this page intentionally blank; signatory page continues on page 24.]

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida	By: JAY ZEMBOWER, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and Legal sufficiency.	As authorized for execution by the Board of COUNTY Commissioners at its, 202, regular meeting
County Attorney	-
DGS/sfa 01/30/2024 Attachments: Exhibit A – CITY Util	ity Work <u>BASE BID - SCHEDULE OF PRICES</u>
T:\Users\Legal Secretary CSB\Public Works\Agreemerrev2.docx	nts\2023\Utility Interlocal with Casselberry - Oxford Rd and English Estates

Exhibit A City of Casselberry English Estates - Water Mains Replacement Cost Estimate - PH I WM w fit

City of Casselberry

Date:

1/31/2024

em	Description	UNIT	QTY	Uı	nit Price		Total Price
1	General	1	15.8	1		\$	7,000
1	Postconstruction Audio-Video Documentation	LS	1	\$	7,000	\$	7,00
2	Site/Civil Preparation and Roadway Restoration	DALITE	9.5	OUN	arell to	\$	752,800
2	Restore Limerock Roadway Base (6")	5Y	849	\$	29	\$	24,7
3	Open Cut and Restore Asphalt Roadway	SY	849	\$	110	\$	93,40
4	Remove and Replace Concrete Sidewalk	SY	1,057	\$	100	\$	105,7
5	Remove and Replace Curbing and/or Curb and Gutter	LF	353	\$	120	\$	42,4
6	Mill and Resurface Roadway	SY	5,963	\$		\$	328,0
7	Remove and Replace Concrete Driveway				55		
	,	EA	26	\$	4,600	\$	119,6
8	Replace Brick Pavers (Reused)	EA	4	\$	2,200	\$	8,8
9	Remove and Replace Tree	EA	5	\$	5,000	\$	25,0
10	Construct Public Sidewalk ADA Ramp	EA	1	\$	2,200	\$	2,2
11	Adjust Manhole Rim and Replace Manhole Cover (ADA Compliant)	EA	5	\$	600	\$	3,0
3	Phase I Water Mains Replacement	H				\$	3,333,40
.1	Remove Existing Pipe			1		\$	764,60
12	Remove and Haul Existing 6" PVC Piping	LF	13	\$	30	\$	4
13	Remove and Haul Existing 8" DIP Piping	LF	19	\$	45	\$	9
14	Remove and Haul Existing 3" AC Piping	LF	1,043	\$	75	\$	78,3
15	Remove and Haul Existing 4" AC Piping	LF	84	\$	90	\$	7,6
16	Remove and Haul Existing 6" AC Piping	LF	1,631	\$	100	\$	174,1
17	Remove and Haul Existing 8" AC Piping	LF	3,274	\$	150	\$	491,1
18	Remove and Haul Existing 2" GALV Plping	LF	20	\$	10	\$	2
19	Remove Existing Fire Hydrant	EA	4	\$	3,000	\$	12,0
.2	Grout Fill and Abandon Existing Pipe		100	1			1,00
20	Grout Fill and Abandon Existing 2" GALV Piping	LF	117	\$	ଗୌନିଲ୍ଥି ମୁଖି 8	\$	1,0
3.3	Furnish and Install Water Mains and Valves	14,88.5		1		\$	3172.4 W.F to LOLIDE 3
21	Furnish and Install 1" POLY Line	LF	45	\$	(A) (A)	\$	2,477,80
	Furnish and Install 2" POLY Line				32		1,5
23		LF	19	\$	35	\$	71
	Furnish and Install 4" PVC Water Main Fittings	LF	11	\$	220	\$	2,50
24	Furnish and Install 6" PVC Water Main Fittings	LF	163	\$	240	\$	39,20
	Furnish and Install 8" PVC Water Main Fittings	LF	160	\$	250	\$	40,00
	Furnish and Install 12" PVC Water Main Fittings	LF	5,758	\$	290	\$	1,669,90
27	Furnish and Install 6" Gate Valves	EA	6	\$	2,400		14,40
88	Furnish and Install 8" Gate Valves	EA	5	\$	3,200	\$	16,0
29	Furnish and Install 12" Gate Valves	EA	16	\$	5,700	\$	91,20
30	Furnish and Install 2" Tapping Saddle and Tapping Valve	EA	2	\$	3,000	\$	6,00
31	Furnish and Install 4" Tapping Sleeve and Tapping Valve	EA	2	\$	10,000	\$	20,00
32	Furnish and Install 6" Tapping Sleeve and Tapping Valve	EA	2	\$	15,000	\$	30,00
13	Furnish and Install 8" Tapping Sleeve and Tapping Valve	EA	5	\$	18,000	\$	90,00
34	Furnish and Install 2" Line Stop and Cap	£Α	2	\$	7,000	\$	14,00
15	Furnish and Install 4" Line Stop and Cap	EA	2	\$	10,000	\$	20,00
	Furnish and install 6" Line Stop and Cap	EA	4	\$	12,000	\$	48,00
	Furnish and Install 8" Line Stop and Cap	EA	7	\$	15,000	\$	
	Furnish and Install 1-1/2" Double Water Service (long)						105,00
	Furnish and Install 1-1/2" Double Water Service (short)	EA	19	\$	8,000	\$	152,00
		EA	3	\$	5,500	\$	16,50
	Furnish and Install 1" Water Service (long)	EA	10	\$	5,000	\$	50,00
	Furnish and Install 1" Water Service (short)	EA	12		3,200	\$	38,40
2	Furnish and Install Water Service Meter Box	EA	50	\$	250	\$	12,50
						11 12 12	
	Furnish and Install Fire Hydrants		18. A.			\$	90,00



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0476

Title:

Approve Amendment #1 to RFP-602809-17/BJC - Term Contract for Parks and Recreation Business Management Software System with Vermont Systems, Inc., Essex Junction, Vermont, and authorize the Purchasing and Contracts Division to execute the Amendment. Countywide (Lorie Bailey Brown, CFO/Resource Management Director) Requesting Department - Parks and Recreation

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Tammy Roberts/407-665-7112

Background:

RFP-602809-17/BJC provides a Parks and Recreation Business Management Software system known as RecTrac for managing recreational assets, programs, and events. The software books all reservations and enrollment in programs, pavilion rentals, campsites, athletic fields, and other fees. It produces reports of day-to-day operations.

Seminole County procured the licensed software in May 2017 and it has served the Department and residents very well during the seven (7) years of the contract term. Amendment #1 will extend the term of the agreement an additional five (5) years at an estimated annual cost of \$27,900.00.

Requested Action:

Staff requests the Board approve Amendment #1 to RFP-602809-17/BJC - Term Contract for Parks and Recreation Business Management Software System with Vermont Systems, Inc., Essex Junction, Vermont, and authorize the Purchasing and Contracts Division to execute Amendment #1 at an estimated annual cost of \$27,900.00.

FIRST AMENDMENT TO TERM CONTRACT FOR PARKS AND RECREATION BUSINESS MANAGEMENT SOFTWARE SYSTEM (RFP-602809-17/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of ______, 202____, and is to that certain Agreement made and entered into on the 26th day of May, 2017, between VERMONT SYSTEMS, INC., duly authorized to conduct business in the State of Florida, whose address is 12 Market Place, Essex Junction, Vermont 05452, in this First Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on May 26, 2017, to provide a Parks and Recreation Business Management Software System for Seminole County; and

WHEREAS, the parties desire to amend the Agreement to extend its term, revise the contract pricing, add additional terms for the protection of County's confidential data, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. The term of the Agreement is extended through September 30, 2029.

- 2. Exhibit A is revised to include additional fees as outlined and incorporated to this Amendment as Exhibit A.
- 3. An addendum regarding Confidential Information and Data Processing is attached and incorporated to this Amendment as Exhibit F.
- 4. An attestation form, as required by section 287.138, Florida Statutes, to safeguard personally identifying information from Foreign Countries of Concern, is also attached and incorporated to this Amendment as Exhibit G.
- 5. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:	VERMONT SYSTEMS, INC.
	By:
BRIAN CARLEY, Secretary, Treasurer,	RANDY ECKELS, President, Director
Director	
	Date:
(CORPORATE SEAL)	

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

SEMINOLE COUNTY, FLORIDA

Witness	By:TAMMY ROBERTS,
Withess	Procurement Administrator
Print Name	Date:
Witness	
Print Name	
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 202, regular meeting.
Approved as to form and legal sufficiency.	,g
County Attorney GLK/dbd 4/8/2024 4/16/24 4/19/24	
Attachments: Exhibit A – Revised Fee Structure Exhibit F – Confidential Information as Exhibit G – Attestation Form	nd Data Processing Addendum

First Amendment to Term Contract for Parks and Recreation

 $T: \label{thm:legal-scretary-continuous} Legal Secretary CSB \label{thm:legal-scretary-continuous} Purchasing 2024 \label{thm:legal-scretary-continuous} I am (Vermont Systems). docx are continuous. The screen statement of the screen statement o$

✓ VERMONT SYSTEMS

VS Billing Estimate

Recreation & Parks Software

PHYSICAL ADDRESS:

RecTrac, LLC dba Vermont Systems 12 Market Place

Essex Junction, VT 05452 Phone: (802)490-7672

Bill To: Seminole County Government

Post Office Box 8080 Sanford, FL 32772 Estimate #: EST-000514

Estimate Date: 04/04/2024
Estimate is valid for: 10 Months

Ship To: Seminole County Government

Post Office Box 8080

Sanford, FL 32772

Item	Description	Quantity	Amount
VS-V-WT-MU-PS-M	WebTrac POS Ticket Sales	1	\$316.89 1
VS-V-WT-MU-MWT-M	Mobile Web Trac Workgrp	1	\$535.44 1
VS-V-WT-MU-MRT-M	Mobile RecTrac-Annual MA	1	\$535.44 1
VS-V-WT-MU-IS-16-M	WebTrac Internet Software,	1	\$1,475.19 1
VS-V-WT-MU-FR-M	WebTrac Facility Reserv,	1	\$316.89 1
VS-V-WT-MU-AU-M	WebTrac Workgroup	1	\$273.19 1
VS-V-WT-MU-AR-M	WebTrac Activity Reg Annual	1	\$316.89 1
VS-V-RT-MU-SA-M	RT SystemAdmin. M/U Annual	1	\$437.09 1
VS-V-RT-MU-PS-M	POS Inventory-/Inventory/	1	\$601.01 1
VS-V-RT-MU-FR-M	Facility Res-M/U Annual MA	1	\$601.01 1
VS-V-RT-MU-AU-M	RecTrac Add'l User Annual MA	18	\$1,180.14 1
VS-V-RT-MU-AR-M	Activity Reg-M/U Annual MA.	1	\$601.01 1
VS-V-RT-IN-AR-M	VSI Activity Reg Custom	1	\$327.82 1
VS-V-PT-IN-ERI-M	Credit Card Interface	1	\$655.64 1
VS-V-HS-S2	VSI Cloud Hosting Standard Service - Silver, Add'l	12	\$7,867.63 1
VS-V-HS-S1	Users Monthly VSI Cloud Hosting Standard Service - Silver, First 5	12	\$8,851.09 1
VS-T-PG-M	Users Monthly Database Platform Annual Maintenance (formerly Progress)	1	\$1,438.02 1
			D 1

Page 1 373



VS Billing Estimate

Total
Estimate 2

26,330.39

1 Estimates do not contain the unit price. To calculate the unit price, divide the amount by the quantity.

2 This estimate is based on current Customer specifications as of the Estimate Date. Actual costs are subject to change should specifications, quantities, or other aspects of the services be requested or utilized by the Customer; please ensure a sufficient budget appropriation to account for such changes.

10/1/2024-9/30/2025 \$26,330.39 10/1/2025-9/30/2026 \$27,120.27 10/1/2026-9/30/2027 \$27,933.87 10/1/2027-9/30/2028 \$28,771.88 10/1/2028-9/30/2029 \$29,635.03

EXHIBIT F

Confidential Information and Data Processing Addendum

This Confidential Information and Data Processing Addendum (this "**DPA**") is attached and made part of the Software Services Agreement (the "**Agreement**") between Seminole County (the "County") and the Contractor (collectively, "Parties," individually, "Party"), which collects, transmits, uses, maintains, or processes Personal Information (as defined in Section 1.2, below) on behalf of the County pursuant to the Agreement (as identified in the Agreement, including the Scope of Services).

1. General

- 1.1. Capitalized terms used but not defined in this DPA will have the meanings assigned to them in the Agreement and, if not defined in either this DPA nor the Agreement, shall have the ordinary meaning in the field of information technology services.
- 12. Contractor may process and/or receive "personal information" or "personal data" from, or on behalf of, the County. "Personal Information" or "Personal Data" shall be defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (herein referred to as "Personal Information"). For avoidance of doubt, Personal Information shall include the definition as used in § 501.171, F.S., Protected Health Information as defined in 45 C.F.R. § 160.103, Nonpublic Personal Information as defined in 15 U.S.C. § 6809(4)(A), and credit card data as used in the Payment Card Industry Data Security Standard ("PCI DSS").
- 1.3. In connection with providing services to the County, the County and Contractor may each share Confidential Information with the other Party. With respect to the County, "Confidential Information" means all data, information, and material provided by, or received from, the County that is statutorily exempt from applicable public records laws. For avoidance of doubt, all Personal Information will be deemed and treated as the County's Confidential Information. With respect to Contractor, "Confidential Information" means those documents and materials provided by Contractor that (i) qualify as Trade Secrets (as defined in Sections, 119.0715(2) and 688.022, F.S.), and (ii) are clearly labeled or marked as "TRADE SECRET" upon delivery to the County. Vendor understands and agrees that it must label all Trade Secrets in writing upon delivery to the County to invoke exemptions from applicable public records laws.
- 1.4. The Contractor to this DPA agrees that Contractor will treat as confidential all information provided by, or collected on behalf of, the County, including, without limitation, unencrypted Personal Information and non-public information to the extent authorized by Florida Statutes.
- 1.5. Notices required under this DPA shall be sent according to the Services Agreement with a copy (which shall not constitute notice) to both the usual point of contact or support at the County and via email to: _____@seminolecountyfl.gov with the subject line as: "Data Processing Addendum Notice."
- 1.6. The Contractor shall carry out the services and process Personal Information received from, or collected on behalf of, the County as set out in the Agreement or as otherwise notified in writing by the County to the Contractor during the term of the Agreement.

2. Observance of Laws, Regulations, and Standards

21. The Contractor, when applicable, will ensure that the data designated for collection, transfer, or processing as part of agreed upon services will be collected, transferred, and processed in a fully compliant manner to enable the County to meet relevant requirements of all laws, regulations, and contractual requirements applicable to the County, including, but not limited to, the current versions of:

21.1. <u>Personal Identifiable Information</u>

- 2.1.1.1. Florida Information Protection Act (F.S. 501.171);
- 2.1.1.2. Any other similar laws currently in effect or that may come into effect during the term of the Agreement, including the laws of states other than Florida, to the extent Contractor collects or processes Personal Information of residents of other states in connection with the Agreement;

212 <u>Protected Health Information</u>

- 2.1.2.1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191, 110 Stat. 1936a);
- 2.1.2.2. Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009;
- 213. Nonpublic Personal Information (herein referred to as Financial Information)
 - 2.1.3.1. Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. §§ 6801(b) and 6805(b)(2));

21.4. Credit Card Data

2.1.4.1. Payment Card Industry Data Security Standard ("PCI DSS").

Contractor agrees to maintain a PCI DSS compliant environment if responsible for credit card data provided by, or collected on behalf of, the County including the provisions of **Appendix A** in this DPA.

3. Permitted Uses and Disclosures

- 3.1. Personal Information
 - 3.1.1. Contractor shall use, disclose, and retain all Personal Information:
 - 3.1.1.1. As specifically authorized in the Agreement and this DPA;
 - 3.1.1.2. Solely for the purpose of performing the services described in the Agreement; and
 - 3.1.1.3. In accordance with applicable laws, standards and regulations.
 - Contractor shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Personal Information to any third party without prior written permission from the County, unless and to the extent required by law. Notwithstanding the foregoing, Subject to Section 12 ("Subcontractors") of the Agreement, Contractor may be authorized by the County to use third parties, as well as employees and contractors of Contractor's affiliates and subsidiaries, in performance of its obligations described in the Agreement. To the extent written authorization is provided by County, Contractor may disclose Personal Information to such third parties, provided that such third parties are subject to written data processing addenda that are consistent with, and at least as protective of the Personal Information as, this DPA. Contractor understands that under no circumstance will it, or any third parties, process Personal Information outside of the United States.

3.1.3. Contractor shall:

- 3.1.3.1. Immediately notify the County of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Personal Information provided by, or collected on behalf of, the County;
- 3.1.3.2. Consult with the County regarding its response;
- 3.1.3.3. Cooperate with the County's reasonable requests in connection with efforts by the County to intervene and quash or modify the legal order, demand or request; and
- 3.1.3.4. Upon the County's request, provide the County with a copy of its response.

32. Other Confidential Information

- 321. Contractor shall treat all County Confidential Information as strictly confidential and (i) shall not use such information for any purpose other than providing services to and for the benefit of the County as required under the Agreement, (ii) shall not (absent written consent from the County) disclose any County Confidential Information to any person or entity other than an employee or contractor of the Contractor who is authorized by County in writing (provided that all such contractors are subject to written confidentiality obligations at least as protective of those set forth in this DPA) that has a need to know such Confidential Information to perform its obligations under the Agreement, (iii) take all appropriate and commercially reasonable steps to protect such Confidential Information, and (iv) immediately notify the County in writing in the event of any actual or reasonably suspected unauthorized disclosure or use of County Confidential Information.
- 322 The obligations for protection, non-use and non-disclosure of County Confidential Information hereunder must last during the term of the Agreement and for so long thereafter as the applicable County Confidential Information is not subject to disclosure under statutory public records laws.
- 323. Contractor understands and agrees that Confidential Information received from the County must be treated as Confidential Information subject to the protection of this Section 3.2, regardless of whether or not similar or equivalent information may be obtainable from other sources. The County understands and agrees that information and material properly independently developed or legally obtained from third party sources, in each case without use of or reference to County Confidential Information, shall not be considered County Confidential Information pursuant to this Section 3.2.
- 33. All Personal Information shall be deemed and treated as Confidential Information and shall be protected, processed, stored and otherwise handled (i) as Confidential Information, (ii) as required by applicable laws, and (iii) subject to a separate Business Associate Agreement between the County and Contractor.
- 34. If the County receives a subpoena, warrant, public records request pursuant to Chapter 119, F.S., or other legal order, demand or request seeking Confidential Information (including without limitation Personal Information) provided by, or on behalf of, the County and maintained by Contractor, the County will notify Contractor of such request. Upon such notice, Contractor shall promptly supply the County with copies of materials and data required for the County to respond. Contractor shall further cooperate with the County's reasonable requests in connection with its response. Should the County receive any subpoena, warrant, or other legal order, demand or request seeking Contractor Confidential Information, the County shall promptly notify Contractor of such request and shall cooperate with Contractor's reasonable requests in connection with its response provided, however, that at all times the County shall comply with all applicable laws and orders in its sole discretion.
- 35. Under no circumstances will Contractor disclose or use any Personal Information, including Protected Health Information, Financial Information, and Credit Card Data, or other Confidential Information for any purposes whatsoever other than (i) to provide services to the County subject to the Agreement, or (ii) as otherwise required by law after providing all reasonable notice to the County, both during and after the term of the Agreement.

4. Data Security Obligations.

- 4.1. Contractor shall:
 - 4.1.1. Implement a comprehensive information security program which includes generally accepted best practices for industry cybersecurity, as defined in F. S. § 282.3185, and technical and administrative safeguards to protect the confidentiality of Personal Information that are no less rigorous than commercial best practices for information security;
 - 4.12 Keep all Personal Information contained in any format (e.g., paper, computer system, and removable media) in a secure facility where access of unauthorized personnel is restricted;
 - 4.1.3 Ensure that all Personal Information received from, or collected on behalf of, the County remains in the continental United States at all times;
 - 4.1.4. Install up-to-date firewall protection and operating system patches for files containing Personal Information on a system that is connected to any network;
 - 4.1.5. Install up-to-date versions of system security agent software which includes malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis, on systems vulnerable to malware and containing or channeling access to systems containing Personal Information;
 - 4.1.6. Implement secure user authentication protocols including:
 - 4.1.6.1. Control of user IDs and other identifiers;
 - 4.1.6.2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as token devices;
 - 4.1.6.3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - 4.1.6.4. Restricting access to active users and active user accounts only; and
 - 4.1.6.5. Blocking access to user identification after multiple unsuccessful attempts to gain access or exceeding the limitation placed on access for the particular system;
 - 4.1.7. Implement secure access control measures that:
 - 4.1.7.1. Restrict access to records and files containing Personal Information to those who need such information to perform their job's duties; and
 - 4.1.7.2. Assign unique identifications plus passwords, which are not Contractor supplied default passwords, to each person with computer access that are reasonably designed to maintain the integrity of the security of the access controls:
 - 4.18. Use strong encryption in the following situations:
 - 4.1.8.1. When Personal Information is transmitted over a public network;
 - 4.1.8.2. When Personal Information is stored in non-removable media prior to, or after, processing; and
 - 4.1.8.3. When Personal Information is stored on removable media and that media is in transit between physical locations:
 - 4.1.9. Provide ongoing employee training with respect to its information security program, the proper use of the computer security system, and the importance of Personal Information security;
 - 4.1.10. Ensure that any employee or contractor of the Contractor who has access to Personal Information resides, and accesses such Personal Information while, in the continental United States;
 - 4.1.11. Designate responsibility for maintaining Contractor's comprehensive information security program;
 - 4.1.12 Oversee its third-party service providers by taking reasonable steps to select and retain third-party service providers that are capable of maintaining security measures to protect Personal Information consistent with the Agreement, including the Scope of Services, this DPA, and applicable laws;
 - 4.1.13 Review the scope of its comprehensive security program at least once a year for the term of the Agreement; and
 - 4.1.14. Document responsive actions taken in connection with any incident involving a Security or Privacy Breach, and mandatory post-incident reviews of events and actions taken, if any, in order to make changes in business practices relating to the protection of Personal Information, and promptly provide such documentation to County.
 - 4.1.15. Maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under the Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Contractor's or its supplier's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability, and corrective actions designed to be promptly

implemented, if necessary. Contractor represents that, as of the date of this DPA, such Business Continuity Plan is active and functioning normally in all material respects. Contractor shall perform a comprehensive test of its Business Continuity Plan no less than once per calendar year. Contractor further represents that, all parties that are storing or processing unencrypted Personal Information, as part of the Business Continuity Plan or otherwise, must agree to and abide by this DPA. Contractor shall provide a copy of its Business Continuity Plan, and a summary of the results of its two most recent Business Continuity tests to the County upon request, at no charge.

5. Additional Rights and Obligations

- 5.1. Contractor grants the County the right to take appropriate and reasonable steps to monitor Contractor and ensure Contractor's use of Personal Information is consistent with all privacy rights and obligations, whether statutory, regulatory, based in common law, contractual, or otherwise. These steps may include, but are not limited to, ongoing manual reviews, automated scans, regular assessments, audits, or other policy review or technical and operational testing at least once every 12 months. As an alternative to a County-requested review, assessment, audit, or testing, Contractor, at its own expense, may arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct such review, scan, assessment, audit, or other policy review and testing of Contractor's policies and technical and organizational measures to satisfy its obligations under this DPA. Contractor shall provide a report of all such review, scan, assessment, audit, or test to the County upon request.
- 52. Contractor grants the County the right, upon request and notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Personal Information.
- 53. To the extent Contractor obtains any audit report or similar assessment regarding its operations or any system or data relating to the Personal Information, Contractor shall make such report or assessment available to the County upon request and at no charge. To the extent such report or assessment determines that Contractor's processes, systems, networks or operations have a material deviation from the applicable standard or best practices, (i) Contractor shall promptly provide all reasonably requested information relating to the deviation that may be requested by the County, (ii) Contractor shall promptly provide a reasonably detailed remediation plan to the County and provide regular updates on the completion of such plan, and (iii) the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such deviation has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event such deviation is not timely corrected to the satisfaction of the County.

6. Security or Privacy Breach

- 6.1. For purposes of this DPA, the term, "Breach of Security" or "Breach" has the meaning given to it under the applicable Florida Statute (F.S. 501.171(1)(a)), applicable state or federal rule/regulation, or contractual obligation.
- 62. Upon becoming aware of a Breach of Security or Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Personal Information, Contractor shall notify the County in the most expedient time possible and without unreasonable delay or as stipulated below for GLBA or PCI DSS, fully investigate the incident, and cooperate fully with the County's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the County.
 - 621. GLBA (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (Financial Information) Contractor must report any unauthorized access to or use of Personal Information without unreasonable delay; and
 - 622 PCI DSS (Credit Card Data) Contractor shall report Breach of Security or Breach both orally and in writing to the County. In no event shall the report be made more than two (2) days after Contractor knows or reasonably suspects unauthorized access or use has or may have occurred.
- 6.3. The report provided under section 6.2 of this DPA shall identify:
 - 631. The nature of the unauthorized access, use, or disclosure:
 - 632 The Personal Information accessed, used, or disclosed;
 - 633. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);
 - 634. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 - 635. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;
 - 636. Contractor shall provide such other information, including a written report, as requested by the County.
- 64. In the event of any Breach of Security or Breach, the County shall have the right to suspend or terminate Contractor's processing of Personal Information without charge or penalty until such breach has been corrected to the satisfaction of the County, or to terminate the Agreement with no charge or penalty in the event Contractor does not timely correct the cause of the breach, fully cooperate with the County in any remediation effort, and take such other corrective actions as the County may reasonably require, all in a timely fashion, and all to the satisfaction of the County.
- 65. Under no circumstances will Contractor make any public statement regarding any Breach of Security or Breach that relates to any Personal Information without the prior written consent of the County.

7. Other Obligations of Contractor

- 7.1. Vendor shall defend, indemnify and hold the County, its subsidiaries and affiliates, and its current and former officers, directors, employees, contractors, agents and representatives harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from any losses as a result of Contractor's storage or processing of data, including without limitation losses resulting from failure, whether by action or inaction, by the Vendor or any of its agents, employees, sub-processors, or representatives to perform the Vendor's duties or obligations under this DPA, as well as for any actual or suspected Security or Privacy Breach, or other actual or suspected unauthorized use or disclosure of County Confidential Information and Personal Information.
- 72. Upon termination or expiration of the Agreement, Contractor will promptly return in a manner compatible with the information technology systems of the County, as provided for by County in writing, the Confidential Information (including without limitation all Personal Information) in its possession that was provided by, or on behalf of, the County, unless otherwise required by applicable law.

8. Obligations of the County

- 8.1. The County is solely responsible for:
 - 8.1.1. Ensuring that any consents required by law and/or the County policies and procedures for the collection, access, use, maintenance, and/or disclosure of the Personal Information have been obtained from each individual and entity (including, without limitation, consumers, business Clients, and/or the County's employees and contractors) to whom the Personal Information relates, when it is the County that directly collects, accesses, uses, maintains, and/or discloses that Personal Information:
 - 8.12 Rendering any Personal Information on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with industry standards. The County acknowledges that it is the County's responsibility to encrypt all data on the County's systems and media components prior to providing such Personal Information to Contractor for any reason;
 - 8.1.3 Establishing the applicable information security safeguards and associated policies for protecting Personal Information in its facilities; and
 - 8.1.4. Promptly informing the Contractor of any policies that it implements with respect to the processing and protection of Personal Information with express instructions as to how these policies should be implemented by the Contractor.

9. Miscellaneous

- 9.1. Any ambiguity in the terms of this DPA will be resolved to permit Contractor or the County to comply with applicable laws.
- 92. To the extent there are any inconsistencies between the terms of this DPA and the terms of the Agreement, this DPA will prevail.

APPENDIX A

Payment Card Industry Safeguard Standards

- If Contractor is storing, processing, or transmitting cardholder data, or is accepting sensitive authentication data, as defined by the PCI DSS, Contractor agrees to maintain compliance with the current effective version of the PCI DSS throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PCI DSS Attestation of Compliance.
- 2. If Contractor is utilizing a Payment Card Industry Security Standards Council ("PCI SSC") approved Point-to-Point Encryption ("P2PE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, P2PE, and PCI SSC requirements. Contractor responsibilities include ensuring that the P2PE solution maintains its PCI SSC approval status throughout the term of its Agreement with the County. Upon request by the County, Contractor will provide County a current P2PE Instruction Manual, and P2PE Report on Validation (ROV) for the Solution, Application and Components being utilized.
- 3. If Contractor is utilizing a County-approved third-party vendor P2PE or End-to-End Encryption ("E2EE") solution to accept or process credit card payments, Contractor is responsible for the solution's proper implementation and operation in compliance with all applicable PCI DSS, PCI SSC and third-party vendor solution requirements throughout the term of the Agreement with the County. Contractor also is responsible for providing a responsibility matrix identifying the PCI DSS controls that the County is responsible for meeting, if any, and the controls that will be met by Contractor as required by the current version of the PCI DSS. Upon request by the County, Contractor will provide County the results of any PCI DSS assessments used to support or develop the responsibility matrix relevant to the third-party P2PE or E2EE solution.
- 4. If Contractor is utilizing a payment application that is Payment Application Data Security Standard ("PA-DSS") validated, Contractor is responsible for maintaining its PA-DSS compliance status throughout the term of the Agreement with the County. Upon request by the County, Contractor will provide County a current PA-DSS Report on Validation certifying the PA-DSS compliance status of the payment application.

EXHIBIT "G"

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

VERMONT SYSTEMS, INC. is not owned by the government of a Foreign Country of Conc is not organized under the laws of nor has its Principal Place of Business in a Foreign Country Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.	
Under penalties of perjury, I declare that I have read the foregoing stated in it are true.	statement and that the facts
Printed Name:	
Title:	
Signature:	Date:



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0477

Title:

Approve the proposed mediated settlement of the workers' compensation claim of a retired deputy sheriff stemming from a 2004 line-of-duty injury (Claim #287266) for the total amount of \$60,000, inclusive of attorney's fees and costs. Countywide (Lorie Bailey Brown, CFO/Resource Management Director)

Division:

Resource Management - Risk Management

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Bill Telkamp/407-665-5258

Background:

In 2004, the Seminole County Sheriff's Office was insured under the Board of County Commissioners' self-insurance fund. Claimant is a retired Seminole County deputy sheriff who has requested, through her attorney, to come to a washout settlement of her workers' compensation claim. A mediated settlement, subject to Board approval, has been negotiated for the total amount of \$60,000, inclusive of attorney's fees and costs. Under the terms of the mediated settlement, the claimant agrees to a complete, entire, and final release and waiver of any and all benefits - past, present, and future - that the claimant is, or may be, entitled to under Chapter 440, Florida Statutes, for this claim, and any other claims, causes of action or rights that the claimant may have.

Requested Action:

Staff requests the Board approve the proposed mediated settlement of all outstanding claims, causes of action or rights that the claimant has or may have for the total amount of \$60,000, inclusive of attorney's fees and costs, and authorize staff and counsel to execute all necessary settlement documents.

SEPARATION AGREEMENT AND GENERAL RELEASE

The parties have reached a contingent settlement of all claims, the terms of which are set forth below. The settlement is contingent on Employer approval. Should that approval be given the terms of settlement are as follows:

- 1. Seminole County, Florida, hereinafter referred to as Employer and Andrea Slaby, hereinafter referred to as Employee, desire to reach an amicable resolution of all issues related to Employee's employment and termination of employment with Employer.
- The term "Employee" includes Andrea Slaby and all her heirs, estate, executors, administrators, successors and assigns. The term "Employer" includes Seminole County, Florida, its affiliated entities, present and former employees, officers, directors and agents as well as their successors and assigns.
- 3. In exchange for the execution of this Agreement and compliance with the promises made in it, Employer agrees to pay the sum of \$100.00 as consideration.
- In exchange for the receipt of \$100.00, Employee voluntarily releases and forever discharges Employer, its affiliated entities, their present and former employees, officers, directors and agents, as well as their successors (hereafter referred to collectively as "Employer") from all claims Employee had, or now has, as of the date of the signing of this agreement. Employee promises not to sue or start any legal proceedings against Employer arising from her employment, including any and all claims arising under any of the following: Title VII; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; the National Labor Relations Act; the Fair Labor Standards Act; the Civil Rights Act of 1866; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Florida Civil Rights Act of 1992; claims relating to retaliatory discharge under section 440.205, Florida Statutes; any other federal, state or local civil or human rights law including but not limited to the Florida Human Rights Act; any local, state, or federal law, regulation or ordinance; and

any claim based upon public policy, breach of implied or express employment contract or tort law.

- 5. This Agreement terminates all aspects of the relationship between Employer and Employee for all time. Employee voluntarily and without coercion resigns from his employment with Employer, effective immediately upon his execution of this Release and waives any right(s) to, and will not seek or otherwise apply for, reinstatement, employment or re-employment with Employer.
- 6. This Agreement is for the purpose of settling an existing dispute between Employee and Employer, and Employer does not admit by the entering into of this Agreement that it violated the ADA or any other federal or state law or regulation, and specifically denies any such violation.
- 7. Employee also agrees to execute the attached General Release of All Claims.
- 8. Employee is hereby given up to twenty-one (21) days from the date of presentation of this Agreement to consider its provisions and to consult with her attorney, accountant, spouse, or any other person whose advice she values.
- 9. Employee may revoke this Agreement within seven (7) days following the date of execution of this Agreement by all parties. The parties agree that the provisions of this Agreement do not become effective or enforceable until the seven-day revocation period has expired. If Employee were to revoke this Agreement, Employer has the option of voiding the entire settlement or proceeding with settlement of only the workers' compensation claims.
- 10. Upon expiration of the seven (7) day period, Employee and Employer shall be bound by the terms of this Agreement and the General Release of All Claims, and Employer shall have thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage to pay the foregoing consideration.
- 11. Employee was represented by counsel or has had an opportunity to consult with her counsel before signing this Agreement and has read and fully understands the terms and conditions of this Agreement.

12. Should any portion, word, clause, phrase, sentence, paragraph or sub-paragraph of this Separation Agreement and General Release be declared void or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as to make this Agreement as modified legal or enforceable to the fullest extent permitted under law. Norwith Tanding any languages and settlement document which Company of the Separation Agreement and General Release was signed by the Employee on the5day of	200
STATE OF FLORIDA . COUNTY OF SOM WOOLE	
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of, 2024 by Andrea Slaby, who is personally known to me or who has produced as identification.	
(Signature of person taking acknowledgment)	
Lizelle Marren	
(Name typed, printed or stamped)	
(Title or rank) LIZETTE MARRERO MY COMMISSION # HH 121429 EXPIRES: May 18, 2025 Bonded Thru Notary Public Underwriters	
(Serial number, if any)	

STATE OF FLORIDA OFFICE OF THE JUDGES OF COMPENSATION CLAIMS ORLANDO DISTRICT

EMPLOYEE:

Andrea Slaby

EMPLOYER:

Seminole County, Florida 1101 East First Street Sanford, Florida 32771

SERVICING AGENT:

Davies Claims North America, Inc. Post Office Box 110279 Lakewood Ranch, Florida 34211 REPRESENTED BY:

Monte Shoemaker, Esquire 714 Ballard Street Altamonte Springs, Florida 32701

REPRESENTED BY:

Michael Broussard, Esquire Broussard, Cullen & Eldridge, P.A. 1115 East Concord Street Orlando, Florida 32803

GENERAL RELEASE OF ALL CLAIMS

The parties have reached a contingent settlement of all claims, the terms of which are set forth below. The settlement is contingent on Employer approval. Should that approval be given the terms of settlement are as follows:

KNOW ALL PERSONS BY THESE PRESENTS:

That Andrea Slaby, hereinafter referred to as Employee, Social Security Number XXX-XX- for and in consideration of the items listed below and for other good and valuable consideration to be received from or on behalf of Seminole County, Florida, hereinafter referred to as Employer, the receipt and adequacy of which is hereby acknowledged, hereby covenants and agrees to the following; and in exchange for the promises of the Employer and Employee contained in this General Release of all Claims, the parties mutually agree as follows:

1. This is intended to be a complete, entire, and final release and waiver of any and all benefits – past, present, and future – that Employee is, or may be, entitled

to under Chapter 440, Florida Statutes, and any other claims, causes of action or rights that the Employee may have against the Employer/Carrier/Servicing Agent. Employee's entitlement to medical and indemnity benefits will cease as of the date approval of settlement received from Employer.

- 2. The term "Employee" includes Andrea Slaby and all her heirs, estate, executors, administrators, successors, and assigns. The term "Employer" includes Seminole County, Florida, its affiliated entities, present and former employees, officers, directors, and agents, as well as their successors and assigns.
- 3. The Employer, through its workers' compensation insurance carrier, will pay to the Employee the sum of \$59,900.00, as consideration of the Employee's release of the Employer for the industrial accident(s) which occurred on 02/06/2004, and any and all other injuries, whether now known or unknown, present or future, arising out of her employment with the Employer. Said payment shall be made and completed by the Employer within thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage. Employee will pay her attorney the sum of \$6,750.00 as attorney's fee out of the above settlement. The Employee will pay \$0.00 to her attorney as costs out of the above settlement.
- 4. Employee is responsible for satisfying any and all outstanding attorney's fee liens.
- 5. The Employee expressly acknowledges that this settlement incorporates all known or unknown accidents, diseases or injuries, and that valuable consideration was received for releasing the Employer from any and all claims arising from the Employee/Employer relationship that existed between the parties.
- 6. To procure payment of said sum, the Employee hereby declares that she is more than eighteen (18) years of age; that no representations about the nature and extent of said injuries, disabilities, or damages by a physician, attorney, or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, has induced the Employee to make this settlement; that in determining said settlement there has been taken into consideration, not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from said accidents and the Employee's employment with the Employer.

- 7. The Employee understands that the parties hereby released admit no liability of any sort by reason of the Employee's employment or said accident(s), and that said payment and settlement in compromise is made to terminate further controversy regarding all claims, including damages that the Employee has heretofore asserted or that the Employee or the Employee's personal representatives might hereafter assert because of said accident(s) and the Employee's employment with the Employer.
- The persons whose signatures are below acknowledge that they have full authority to execute this General Release on behalf of the parties for whom they are signing.
- In executing this General Release, the Employee further represents and attests that this General Release was signed by the Employee knowingly, voluntarily, freely, and of her own volition after advice and consultation with counsel.
- 10. Should any portion, word, clause, phrase, sentence, paragraph or subparagraph of this General Release be declared void or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as to make this General Release as modified legal or enforceable to the fullest extent permitted under law.
- MEDICARE-COVERED 11. CONSIDERATION OF **FUTURE** EXPENSES RELATED TO WORK ACCIDENT - In reaching this agreement, the parties have considered the present value of all future payments and monetary compensation, impairment benefits, and death benefits potentially payable to the Employee under the Florida Workers' Compensation Law on account of the injury referenced herein. The parties recognize that the injured Employee's date of birth , and that she has a remaining life expectancy of 26. years, or 1359. weeks. The parties recognize that it is highly likely that the Employee will lose money on a periodic and/or constant basis in the future. Therefore, the parties consider the sum of \$26,575.00 to actually be the present worth of all future payments of indemnity which may be payable at \$19.54 per week. The Employer/Carrier/Servicing Agent's right to offset workers' compensation indemnity benefits due, under Florida's Workers' Compensation Act, against benefits payable on account of total disability under CHAPTER 42, UNITED STATES CODE is also included in these calculations and has already been considered by the parties in reaching this agreement.

In reaching this agreement, the parties have considered that many common medical expenses are not paid or reimbursable under certain group health policies or the Federal Medicare program or Medicare Advantage Plans. These medical expenses include travel expenses, prescription medications, routine follow-up visits, supportive devices, medical comfort services, emergency room treatment and hospitalization not covered by Medicare or Medicare Advantage Plans but necessary in the ongoing treatment of the workers' compensation injury. It is the intent of the parties that future medical expenses in the amount of \$8,858.33 shall be utilized by the Employee for these non-covered services. This payment is equal to \$6.51 per week, representing those services not covered by Medicare brought forward in one lump sum.

Further, it is not the purpose of this settlement agreement to shift to Medicare or a Medicare Advantage Plan the responsibility for payment of future medical expenses for the treatment of work-related conditions. Instead, this settlement agreement is intended to provide the Employee with a lump sum which will foreclose the Employer/Carrier/Servicing Agent's responsibility for future payments of all work-related medical expenses. In accepting this settlement, the Employee realizes, understands and agrees that Medicare or a Medicare Advantage Plan may not be obligated to pay for medical expenses related to this work accident.

The Employee agrees that this settlement includes payment of \$17,716.67 for alleged work-related medical conditions and treatment and it is the sole responsibility of Employee to ensure that such funds are to be used for the payment of care and treatment of such work-related conditions. The Employee further agrees that the settlement covers any and all liens and Federal rights of recovery under the Social Security Act Section 1862(b) of the Social Security Act {42 USC Section 1395y(b)(5) and Applicable regulations found at 42 CFR Part 411 (1990) (Medicare Secondary Payer Act), and that any such lien will be paid out of the proceeds of this settlement. Employee further agrees to indemnify the Employer/Carrier/Servicing Agent and Counsel for Employer/Carrier/Servicing Agent for any claim or potential claim of Medicare for payment of any lien or right of recovery as outlined above, arising out of benefits paid to or on behalf of the Employee for any care or treatment provided as the result of the Employee's alleged work-related conditions.

Employee affirmatively states that as of the time of this settlement she is not receiving Medicare or Medicare Advantage Plan benefits. The Centers for Medicare and Medicaid Services have stated in a memorandum circulated to its regional offices that only those workers' compensation settlements wherein the Employee is (1) already a Medicare beneficiary, and the settlement amount is greater than \$25,000.00 or (2) has 59900a reasonable expectation of Medicare

enrollment within thirty months of the settlement date, <u>and</u> the anticipated total settlement amount is greater than \$250,000.00 over the life of the Employee, require Medicare's approval. The parties agree that this settlement does not meet either threshold criteria for Medicare approval. Even so, the parties have taken Medicare's interests into account. Employee has been informed and is aware that it is not the purpose of this settlement agreement to shift responsibility of medical care in the matter to the Medicare program.

Employee acknowledges that she has not relied on any representations or advice of counsel of the Employer/Carrier/Servicing Agent, their attorneys, agents or adjusters, or any advice or representation of her attorney regarding the Employee's entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits and the impact the terms of this Agreement may have on such benefits. The Employee further acknowledges that any decision regarding entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits including the amount and duration of payments and offset reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United State Government, and the United States Federal courts and is determined by federal law. As such, the United States Government is not bound by any of the terms of this Agreement.

The Employee has been apprised of her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration, Medicare Advantage Plan or other governmental agencies regarding the impact that this Agreement may have on the Employee's present or future entitlement to Social Security, Medicare Advantage Plan or other government benefits. Notwithstanding the foregoing, the Employee desires to enter into the terms of this Agreement.

The Employee has been advised and fully understands that conditional payment information (any benefits paid by Medicare or Medicare Advantage Plan up to the date of settlement) has been requested from CMS or the Medicare Advantage Plan and that said conditional payments, if any, are the responsibility of the Employee and must be satisfied out of these settlement proceeds.

12. The Employee stipulated that she is: (Check the applicable sentence below)

Not currently receiving Social Security Disability or Retirement benefits and is not otherwise Medicare eligible. Employee has not applied for Social Security benefits.

benefi		g Social Security Disability or Retirement and is not otherwise Medicare eligible.
otherv	ts but has applied for benefit	g Social Security Disability or Retirement ts and has been denied benefits and is not byee is not appealing the decision and is not
in the Joiwithstan	ciary but has reasonable expect next 30 months. Jing ony language in any sett	tation that will have Medicare coverage them at document which could be constructed any beneficially have have have any beneficially be a sealed any beneficially below.
Emplo the En	This General Release of oyer/Carrier/Servicing Agent apployee on the day of ea Slaby, Employee	on the 5 day of April , 2024, and by
Micha	nel Broussard, Esquire	
Attorr	ney for the	
Emplo	oyer/Carrier/Servicing Agent	



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0497

Title:

Award IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs to DynaFire, LLC, Casselberry, as Primary and Convergint Technologies LLC, as Secondary, and authorize the Purchasing and Contracts Division to execute the agreement. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Fleet and Facilities

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Leticia Figueroa/407-665-7119

Background:

IFB-604669-23/LNF will provide inspection, maintenance, and repair services for fire sprinklers for Seminole County Buildings in accordance with National Fire Protection Association (NFPA) Standards/Licenses for fire sprinklers. Services shall include but not be limited to, providing all necessary labor, materials hardware, equipment, supervision and permits necessary to start and carry forward to completion work specified under the scope and designated by Facilities Director to their designated representative.

This project was publicly advertised, and the County received two (2) responsive/responsible bids in response to the solicitation. The Review Committee which consisted of Sandra Aganovic, Fleet and Facilities Contracts and Leasing Coordinator; Bradley Stewart, Fleet and Facilities Manager; and Chad Wilsky, Fleet and Facilities Director reviewed the submittals. Consideration was given to past performance, qualifications and bid price. The Review Committee recommends award of the Agreement to the lowest priced responsive/responsible bidder, DynaFire, LLC, Casselberry as Primary and Convergint Technologies LLC, Schaumburg, IL, as

File Number: 2024-0497

secondary and when needed on a Time and Materials based contract.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued and executed by the County. These Agreements will take effect on the date of execution and will remain in effect for a period of three (3) years. At the sole option of the County, the agreements may be renewed for two (2) successive periods not to exceed one (1) year each. The total estimated annual amount of these services is \$60,000.00. Funds are available in Facilities Management General Fund 010560.530460 Item #4600105614 for \$60,000.00.

Requested Action:

Staff requests the Board award IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs to DynaFire, LLC, Casselberry as Primary and Convergint Technologies LLC, Schaumburg, IL Secondary when needed on a Time and Materials based contract for the estimated annual amount of \$60,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.



Resource Management - Purchasing & Contracts

1301 East Second St., Sanford, FL 32771

TABULATION

IFB No. IFB-604669-23/LNF

IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs

RESPONSE DEADLINE: January 10, 2024, at 2:00 pm Report Generated: Monday, April 8, 2024

Vendor

Convergint Technologies LLC

1 Commerce Drive
Schaumburg, IL
Anna Hutchinson
anna.hutchinson@convergint.com

Total: \$100,496.25 Repair Hourly: \$125.00 Emergency Hourly: \$187.50

> DynaFire, LLC 109 B Concord Drive Casselberry, FL 32707 Sean Joyce sean.joyce@dynafire.com

Total: \$41,970.00 Repair Hourly: \$130.00 Emergency Hourly: \$190.00

Tabulated by: <u>Leticia Figueroa, Sr. Procurement Analyst (Posted 01/17/2023 @ 12:30 PM)</u>
Recommendation/Intent to award to: <u>Primary: DynaFire, LLC and Secondary: Convergint Technologies LLC</u>
BCC Date: May 14, 2024 (Posted 04/08/2024 @ 12:15 PM)



Resource Management - Purchasing & Contracts

Stephen Koontz, Purchasing and Contracts Manager 1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604669-23/LNF

IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs

RESPONSE DEADLINE: January 10, 2024 at 2:00 pm Report Generated: Monday, April 8, 2024

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Sandra Aganovic	Contracts and Leasing Coordinator	Jan 18, 2024 10:43 AM
Bradley Stewart	Facilities Manager	Jan 17, 2024 4:23 PM
Chad Wilsky	Fleet and Facilities Director	Jan 24, 2024 7:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work	Pass / Fail	1 (1% of Total)

Criteria	Scoring Method	Weight (Points)
Reference Checks	Pass / Fail	1 (1% of Total)

Description:

Please check any references provided

Criteria	Scoring Method	Weight (Points)
Price Proposal	Reward Low Cost	98 (98% of Total)

AGGREGATE SCORES SUMMARY

Vendor	Sandra Aganovic	Bradley Stewart	Chad Wilsky	Total Score (Max Score 100)
DynaFire, LLC	100	100	100	100
Convergint Technologies	42.9	42.9	42.9	42.93

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (1%)	Reference Checks Pass / Fail 1 Points (1%)	Price Proposal Reward Low Cost 98 Points (98%)	Total Score (Max Score 100)
DynaFire, LLC	100%	100%	98	100
Convergint Technologies	100%	100%	40.9	42.93

INDIVIDUAL PROPOSAL SCORES

Convergint Technologies				
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (1%)				
Sandra Aganovic: Pass				
eets requirements.				
Bradley Stewart: Pass				
eets expectations				
Chad Wilsky: Pass				
SS				

Reference Checks Pass / Fail 1 Points (1%)
Sandra Aganovic: Pass
Meets requirements.
Bradley Stewart: Pass
meets expectations
Chad Wilsky: Pass
Pass
Price Proposal Reward Low Cost 98 Points (98%)
Sandra Aganovic: 40.93 (\$100,496.30)
2
Bradley Stewart: 40.93 (\$100,496.30)
2
Chad Wilsky: 40.93 (\$100,496.30)
2
DynaFire, LLC
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (1%)
Sandra Aganovic: Pass
Meets requirements.
Bradley Stewart: Pass
meets expectations
Chad Wilsky: Pass
Pass

Reference Checks | Pass / Fail | 1 Points (1%)

EVALUATION TABULATION

Invitation For Bid - IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs Page 3

IFB-604669-23/LNF - Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs

	Sandra Aganovic: Pass	
Meets requirements.		
	Bradley Stewart: Pass	
meets expectations		
	Chad Wilsky: Pass	
Daga		

Pass

	Price Proposal Reward Low Cost 98 Points (98%)
	Sandra Aganovic: 98 (\$41,970)
1	
	Bradley Stewart: 98 (\$41,970)
1	
	Chad Wilsky: 98 (\$41,970)
1	

TERM CONTRACT FOR FIRE SPRINKLER INSPECTIONS, TESTING, CERTIFICATIONS AND REPAIRS (IFB-604669-23/LNF)

THIS AGREEMENT is dated as of the _____ day of ______ 202___, by and between CONVERGINT TECHNOLOGIES LLC, duly authorized to conduct business in the State of Florida, whose address is 1 Commerce Drive, Schaumburg, Illinois 60173, in this Agreement referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide inspection, maintenance, and repair services of fire sprinklers for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

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

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as <u>Exhibit A</u> and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation.

Required services will be specifically enumerated, described, and depicted in the Purchase Orders

authorizing purchase of specific services. This Agreement standing alone does not authorize the

purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY

and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may

be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term

of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and

prior to the expiration date. Obligations entered by both parties under such Purchase Orders will

remain in effect until delivery and acceptance of the materials authorized by the respective

Purchase Order. The first three (3) months of the initial term are considered probationary. During

the probationary period, COUNTY may immediately terminate this Agreement at any time, with

or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by

CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and

executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order

will describe the services required, state the dates for delivery of services, and establish the amount

and method of payment. The Purchase Orders must be issued under and incorporate the terms of

this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase

Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of

this Agreement. COUNTY reserves the right to contract with other parties for the services

contemplated by this Agreement when it is determined by COUNTY to be in the best interest of

COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR will

be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within

the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services

provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When

a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee

amount will include any and all reimbursable expenses and will be based on the unit pricing

attached to this Agreement, or as reduced in the quoting process leading to specific Purchase

Orders.

Section 6. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly

defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform

all work required by the Purchase Order, but in no event may CONSULTANT be paid more than

the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued

on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is

provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event

may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable

Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the

amount due based on the percentage of total Purchase Order services actually performed and

completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount

equal to the percentage of the total services actually completed.

- (d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.
 - (d) Submittal instructions for invoices are as follows:
 - (1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office Seminole County Board of County Commissioners P.O. Box 8080 Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Fleet and Facilities Department Facilities Maintenance Division 205 W. County Home Road Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

- (a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.
- (b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined

subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not

delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records,

and other evidence pertaining to services provided under this Agreement in such a manner as will

readily conform to the terms of this Agreement. CONTRACTOR shall make such materials

available at CONTRACTOR's office at all reasonable times during the term of this Agreement

and for five (5) years from the date of final payment under the contract for audit or inspection as

provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the

period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within

thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of approval and acceptance

of, or payment for the materials or services required under this Agreement does not operate as a waiver

of any rights under this Agreement, or of any cause of action arising out of the performance of this

Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with

applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or

wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a)

COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or

any Purchase Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be

paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations

under this Agreement, COUNTY may take over the work and carry it to completion by other

agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all

reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations

under this Agreement.

(e)

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform

the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR

will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and

entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR

include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without

any fault or negligence of CONTRACTOR.

If after notice of termination for CONTRACTOR's failure to fulfill its obligations

under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event,

adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this

Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement

conflict with any Purchase Order issued pursuant to it or any other contract documents, including

proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

proposals and any other documents submitted by CONTRACTOR are not incorporated into this

Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate

against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure

that applicants are employed, and employees are treated during employment without regard to

race, color, religion, sex, age, disability, or national origin. This provision includes, but is not

limited to the following: employment, upgrading, demotion or transfer, recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training

including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or

retained any company or person other than a bona fide employee working solely for

CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon

or resulting from award or making of this Agreement. For the breach or violation of this provision,

COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission,

percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of

interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate

or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics

in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY

has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either

directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement

and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned,

transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this

Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval

of COUNTY before engaging or contracting for the services of any subcontractors under this

Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any

subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law,

CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners,

officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and

lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement.

Section 17. Insurance.

a) General. CONTRACTOR shall procure and maintain insurance required under this

Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on

a current ACORD Form signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Professional Liability, Workers' Compensation/Employer's

Liability, Commercial General Liability, and Business Auto). The Certificate must have the

Agreement number for this Agreement clearly marked on its face. COUNTY, its officials,

officers, and employees must be named additional insureds under the Commercial General

Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket

additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy

along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed

to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than

thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable

to COUNTY. Until such time as the insurance is no longer required to be maintained by

CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous

Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD

Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be

provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance

provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance

under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the

State of Florida and prove such authorization by maintaining Certificates of Authority or Letters

of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively,

policies required by this Agreement for Workers' Compensation/Employer's Liability, may be

those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's

Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance

coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority,

or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the

CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the

insurance company with a different insurance company meeting the requirements of this

Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this

Agreement.

Specifications. Without limiting any of the other obligations or liability of

CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance

will become effective upon execution of this Agreement by CONTRACTOR and must be

maintained in force until the expiration of this Agreement's term or the expiration of all Orders

issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this

required insurance coverage within the stated period will constitute a material breach of this

Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and

types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would

be covered by the latest edition of the standard Workers' Compensation policy as filed for use in

Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors

of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's

employees. The minimum required limits to be provided by both CONTRACTOR and its

subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States

Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and

any other applicable Federal or State law.

(c)

(B) Subject to the restrictions of coverage found in the standard

Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident) \$1,000,000.00 (Disease-Policy Limit) \$1,000,000.00 (Disease-Each Employee)

(2) <u>Commercial General Liability</u>.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate \$2,000,000.00
Personal & Advertising \$1,000,000.00
Injury Limit
Each Occurrence Limit \$1,000,000.00
Products and Completed \$2,000,000.00
Operations

(3) <u>Professional Liability Insurance</u>. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any

auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.
- (C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
(Any Auto or Owned, Hired,	
and Non-Owned Autos)	

(d) <u>Commercial Umbrella</u>.

Each Occurrence	\$5,000,000.00
General Aggregate	\$5,000,000.00

(e) <u>Professional Liability.</u>

Per Claim	\$1,000,000.00
Aggregate	\$2,000,000.00

- (f) <u>Coverage</u>. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.
- (g) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance

required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any

retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained, or an extended discovery period will be exercised for a

period of three (3) years beginning at the time work under this Agreement is completed.

(h) Obligations. Compliance with the foregoing insurance requirements will not

relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this

Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising

under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution

procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section

22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY

administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims,"

Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR

hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY

administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are

exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties

participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant

to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and

advise CONTRACTOR in writing of one or more of its employees to whom to address all

communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret

and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or

appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and

bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such

designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and

includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements,

whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment,

or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this

Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be

construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an

agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services

performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance

of services and functions pursuant to this Agreement have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by

CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section

119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on

the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by

law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to

COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this

Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a

format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this

Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in

Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY

PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND

CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida

govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and

venue for any legal action in connection with this Agreement will be in the courts of Seminole

County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant

to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and

subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely

responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless

COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article

manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of

copyright or patent infringement, COUNTY shall promptly provide written notification to

CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly

purchase for COUNTY the legitimate version of any infringing products or services or procure a

license from the patent or copyright holder at no cost to COUNTY that will allow continued use

of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be

determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be

given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of

notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective

places for giving of notice:

For COUNTY:

Fleet and Facilities Department

Facilities Maintenance Division

205 W. County Home Road

Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division

1301 E. Second Street

Sanford, FL 32771

For CONTRACTOR:

Convergint Technologies LLC

1 Commerce Drive

Schaumburg, IL 60173

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided

for under this Agreement are in addition and supplemental to any other rights and remedies

provided by law.

Section 31. Headings and Captions. All headings and captions contained in this

Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If

COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1)

year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to

immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements

Compliance, attached to this Agreement as Exhibit D, to COUNTY.

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

	CONVERGINT TECHNOLOGIES LLC
	By:ALAN BERGSCHNEIDER, Manager
Witness	ALAN BERGSCHNEIDER, Manager
Print Name	_
	Date:
Witness	
Print Name	<u> </u>
[The balance	of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness	By: TAMMY ROBERTS Procurement Administrator
Print Name	
	Date:
Witness	
Print Name	
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 202, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney	
2/2/2024 2/12/24 4/26/24	
Attachments:	
Exhibit A - Scope of Services	
Exhibit B - Sample Purchase Order	
Exhibit C - Price Proposal Exhibit D - Affidavit of E-Verify Requires	mante Compliance
Exhibit D - Amuavit of E-verify Require	ments compitance

Scope of Services

I. GENERAL.

Provide inspection, maintenance, and repair services of fire sprinklers for Seminole County Buildings in accordance with National Fire Protection Association (NFPA) Standards / License for fire sprinklers. Services shall include but not limited, to providing all the necessary labor, materials hardware, equipment, supervision and permits necessary to start and carry forward to completion work specified under the scope and designated by Facilities Manager or their designated representative.

II. SCOPE OF WORK.

- **A.** Contractor shall be authorized and certified to perform inspection, testing and certification of fire sprinkler systems in the State of Florida during the term of the agreement.
- **B.** Upon execution of the contract and within the first thirty (30) days the Contractor will ensure that all of their employees go through the proper approval process in order to obtain badges from the Sheriff's Office for access to sites listed in Exhibit C. Facilities Manager or their designated representative will be in touch with the vendor to provide the steps in order to complete the process in a timely manner. The Sheriff's Office will obtain fingerprints and all individuals will complete Level 1, unescorted access, Security Awareness Training. Training is done remotely on either personal phone or a computer device. The exclusion of an employee for security reasons shall not relieve the vendor of his responsibility to perform the services required under this contract.
- C. Contractor shall comply with all current applicable requirements of the Division of the State Fire Marshall Uniform Fire Safety Rules and Standards, all applicable requirements of the National Fire Protection (NFPA) or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern this type of service. In case of conflict between codes, reference standards and the other contract documents, the most stringent requirement shall govern.
- D. Contractor shall provide sufficient manpower, equipped with communication equipment, to perform service in all applicable areas without interference of the daily work schedule at the designated County Facilities. Work that cannot be done Monday to Friday during normal business hours of 7:00 am to 5:00 pm has to be scheduled and approved through Facilities Manager or their designated representative.
- **E.** The Contractor may perform the work using equipment, tools and machinery of his own choosing. Any parts of the County Facilities which are damaged by the Contractor's equipment or procedures during services shall be replaced or repaired as directed by an independent third party chosen by the County at the Contractor's expense. The Contractor shall provide proof of equipment calibration testing reports on the equipment used during the course of the services and during the life of this Contract. The calibration information shall be on all inspection reports.

- **F.** The Contractor shall take necessary precautions to protect personnel or property against injury or damage and be responsible for any such damage or injury that occurs because of Contractor's negligence.
- **G.** The Contractor must perform the work without interfering with other contractors, County Staff or County activities.
- H. Seminole County Government requires a single contact point for scheduling, contract administration and billing to eliminate confusion for questions to responsible parties after award. All bidders shall specify on the pricing documents, Contractor Contacts tab, a list including name, position/function, email address, phone number and alternate contact number for each office that will service facilities covered by this contract. Contractor staffing may require that the contact(s) for scheduling, contract administration and billing be three different people. The awarded vendor(s) shall update this contact list whenever changes are made during the term of this contract.
- I. The Contractor must contact Facilities Manager or their designated representative for any delays or reschedule of work.
- J. County reserves the right to add or delete locations and services by written notice to the Contractor. Add on buildings or services will require a quote from the Contractor which are to be approved by the County.
- **K.** Any permits required for work executed in accordance with this contract by the authority having jurisdiction shall be obtained by the vendor and will be reimbursed by the County at cost.
- L. All rental equipment utilized in the execution of this contract will be reimbursed by the County at invoice cost with no vendor markup. Compensation for the time involved to pick up and return rental equipment where delivery and pick up are not included in the rental fees shall be included in the labor breakdown portion of the invoice or approved project plan. The vendor shall include with its invoice the original rental equipment invoice for verification of costs.

III. LABOR.

A. Labor Rates.

- i. Quoted labor rates will be paid for technician(s) time on the job. Hourly service rates will begin when the vendor's technician signs in at the facility.
- ii. Travel time shall not be charged as hourly rates.
- **iii.** No overtime charges will be paid without prior approval of Facilities Manager or their designated representative.

iv. Labor types and descriptions listed below categorize each service type and their respective requirements.

B. Standard and Scheduled Service.

i. Standard and Scheduled Service shall be considered any on demand service and/or repairs, scheduled service and repairs and deliveries that are performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding County holidays and weekends.

1. Standard and Scheduled Service Response Time.

a. Vendor shall respond to a call for service from Facilities Manager or their designated representative within four (4) hours from the time of County notification via Facilities work order number (FAC#). Scheduling of this labor shall be by mutual agreement of Facilities Manager or their designated representative and the awarded vendor designated representative.

C. Emergency Service.

- i. Emergency calls shall have a one (1) hour response by phone and two (2) hours on site from the time of County notification via Facilities work order number (FAC#).
 - 1. After Hours Emergency Service performed between the hours of 5:01 PM and 6:59 AM Monday through Friday and twenty-four (24) hours per day on weekends and County holidays shall be paid at the Emergency labor rate(s) listed in the pricing documents. No overtime charges will be approved for payment without prior approval of Facilities Manager or their designated representative. Any situation that results in non-operational equipment for a site that could endanger the occupants or subject the facility to damage shall be considered an "Emergency" by Seminole County Government as directed by Facilities Manager or their designated representative.
- **ii.** The hourly charges, as quoted by the contractor, shall include all labor costs related to providing emergency service.
- iii. The contactor must be capable of responding at any time of the day or night upon notification by telephone that a situation exists, or emergency has occurred. The contractor must have adequate personnel available to provide emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

IV. SCHEDULING AND TESTING.

- **A.** Contractor shall provide the County with a ten (10) business days' notice via email of scheduled inspections before each inspection month is due. Inspection month dues are listed on Exhibit C and Attachment 1 of this contract.
- **B.** Pre-committed inspection dates cannot be changed if the inspection dates are scheduled after the 25th of each month.
- **C.** Contractor shall create a smartsheet to keep track of all locations, past inspections, and upcoming inspections. Please refer to Attachment 1 of the contract for a template of the smartsheet. The smartsheet is to be kept up to date by the Contractor. Any errors that are discovered will be reported to the Contractor and Contractor will correct such errors within one (1) business day.
- **D.** The Contractor will perform inspections, testing, calibration, and certification of the fire sprinkler equipment.
- E. Upon completion of a scheduled test and / or inspections, Contractor shall provide a list of deficiencies to Facilities Manager or their designated representative within two (2) business days of the test and/or inspection via email to FMreports@seminolecountyfl.gov. Contractor shall also provide a detailed estimate or not to exceed amount (NTA) to repair or replace each deficiency, if applicable. The NTA is to be received via email at Fmquotes@seminolecounyfl.gov no later than five (5) business days from the day of the deficiency has occurred.
- **F.** Although a system may require repair, it should not prevent the quarterly and/or annual inspection from being conducted. Such repairs will be notated on the quarterly and/or annual inspection/testing report but will be cleared once the repair is conducted and the follow up report is issued. Under no circumstances an extension to the necessary inspection/testing requirements will be allowed. The inspection/testing is to take place during the inspection months due as portrayed in the Exhibit C and Attachment 1 of this contract. Failure to abide to the scheduled inspection/testing dates will result in Contractor's non-compliance and an immediate termination of the contract.
- **G.** Inspections shall be submitted in accordance with the State Fire Marshall requirements and regulations.
- **H.** Five (5) year inspection images are to be emailed to FMreports@seminolecountyfl.gov with copy to Fire Marshal along with the report within two (2) business days from the day of the inspection.
- I. Inspection Tag: An inspection tag shall be affixed to the face of the fire sprinkler system's main control after each inspection or test. The inspection tag shall indicate the following:
 - i. Location or Identification of the system.

- ii. Name, address, telephone number and license number.
- iii. Date of inspection.
- iv. Name and certification number of employee responsible for the inspection.

V. REPORTING REQUIREMENTS.

A. REPORTS: All inspection reports shall include locations, serial number, type, make, weight, type of inspection, date of inspection and next inspection date. Reports are to be emailed to FMreports@seminolecountyfl.gov. A schedule list is required before any inspection is performed and shall include but not limited to location, date and time.

VI. INVOICING REQUIREMENTS.

- A. All work performed in conjunction with this contract shall be subject to the invoicing requirements contained herein.
- **B.** To ensure timely invoice processing, the Contractor shall submit an original, proper invoice to ap@seminioleclerk.org. To be a proper invoice, the invoice must include the following information:
 - i. Contractor name, address and contact information
 - ii. The Seminole County Government purchase order number and Facilities work order number (FAC#) authorizing the delivery of products and/or services
 - iii. Contract number pursuant to the deliverable
 - iv. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and/or services
 - v. Detailed breakdown of the hourly rate charged, and the actual hours worked for each labor type/discipline
 - vi. Detailed breakdown of the material and supply costs as required above in these specifications
 - **vii.** Backup documentation as required in these specifications shall include, but not be limited to the following where applicable:
 - 1. Copy of the original proposal for project
 - Service reports for all labor involved

- 3. Copies of Contractor original invoices for materials and supplies as required above in these specifications
- viii. All invoices shall be received within thirty (30) days of job completion.
- **C.** Vendors shall not charge for any items outside of the contract including but not limited to shop supplies, drive time and per diem. The County will not pay any additional charges for such items.

EXHIBIT B - SAMPLE

FLORIDA SALES: 85-8013708974C-0	Board of County Commissioners
FEDERAL SALES/USE: 59-6000856	PURCHASE ORDER

04
SEMINOLE COUNTY FLORIDAS NATURAL CHOICE

OKDEK	NUMBER:	40140

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

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ORDER INQUIRIES

S H T I O

ITEM#	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS	TOTAL AMOUNT	
ON THE REVERSE SIDE OF THIS ORDER.		

PURCHASING AND CONTRACT DIVISION 1301 EAST SECOND STREET SANFORD FLORIDA 32771 PHONE (407) 665-7116 / FAX (407) 665-7956

- 1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or reperform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- **4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- **5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- **6. Time is of the Essence**. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by
- 8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

- obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- **10. Modifications**. PO may be modified or rescinded in writing by County.
- **11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- **12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70. Florida Statutes.
- **14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- **15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- **16. Equal Opportunity Employer**. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- **17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- **18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- **19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF **PUBLIC** RECORDS 407-665-7116. AT: PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.
- **21.** Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- **22. Severability**. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO. Rev. 10/2021

	FACILITIES BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS									
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost	
1	Facilities Management Warehouse 211 W. County Home Rd Sanford, FL 32773	\$ 1,983.25	\$ 100.00	N/A	N/A	April, July, October	January		\$ 2,083.25	
2	Health and Human Services 400 W. Airport Blvd. Sanford, FL 32773	\$ 2,083.25	N/A	N/A	N/A	June, September, December	March		\$ 2,083.25	
3	Public Works Eng. Bldg. 100 East 1st Street, Sanford, FL 32771	\$ 1,484.25	\$ 100.00	\$ 500.00	\$ 2,520.00	March, June, September	December		\$ 4,604.25	
4	County Services Building 1101 East 1st Street Sanford, FL 32771	\$ 1,983.25	\$ 100.00	N/A	N/A	March, June, September	December	YES	\$ 2,083.25	
5	Traffic Eng. Paint Storage 109 Government Point Sanford, FL 32773	\$ 1,983.25	\$ 100.00	N/A	N/A	March, September, December	June		\$ 2,083.25	
6	Animal Services Kennel Areas 232 Eslinger Way Sanford, FL 32773	\$ 1,983.25	\$ 100.00	N/A	N/A	January, April, July	October		\$ 2,083.25	
7	5 Points Parking Garage 186 Eslinger Way, Sanford, FL 32773	\$ 1,983.25	\$ 100.00	N/A	N/A	January, July, October	April	YES	\$ 2,083.25	
8	Central Chiller Plant 208 Eslinger Way, Sanford, FL 32773	\$ 1,983.25	\$ 100.00	N/A	N/A	February, August, November	Мау	YES	\$ 2,083.25	
TOTAL ANNUAL COST				\$					19,187.00	

	JUDICIAL BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS										
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost		
1	Records Center * 1750 East Lake Mary Blvd, Sanford, FL 32773	\$ 2,917.00	N/A	N/A	N/A	February, August, November	Мау	YES *with notice to Sheriff's Office 24 hours in advance	\$2,917		
2	Civil Courthouse Bldg 301 North Park Ave. Sanford, FL 32771	\$ 5,233.00	\$ 100.00	\$ 500.00	N/A	April, July, October	January	YES	\$ 5,833.00		
3	Criminal Justice Center 101 Eslinger Way Sanford, FL 32773	\$ 5,233.00	\$ 100.00	\$ 500.00	\$ 2,520.00	April, July, October	January	YES	\$ 8,353.00		
4	Juvenile Justice Center 190 Eslinger Way Sanford, FL 32773	\$ 2,917.00	N/A	N/A	N/A	May, August, November	February	YES	\$ 2,917.00		
	TOTAL ANNUAL COST								20,020.00		

LIBRARIES BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS										
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Yearly Cost			
1	Library Central Branch 215 Oxford Rd. Casselberry, FL 32707	\$ 1,983.25	\$ 100.00	N/A	January, April, July	October	\$ 2,083.25			
2	Library East Branch 310 Division Street Oviedo, FL 32765	\$ 1,983.25	\$ 100.00	N/A	February, May, August	November	\$ 2,083.25			
3	Library North Branch 150 Palmetto Avenue Sanford, FL 32771	\$ 2,083.25	N/A	N/A	January, July, October	April	\$ 2,083.25			
4	Library Northwest Branch 580 Greenwood Blvd. Lake Mary 32746	\$ 1,983.25	\$ 100.00	N/A	February, May, August	November	\$ 2,083.25			
5	Library West Branch 245 Hunt Club Blvd. Longwood, FL 32779	\$ 1,983.25	\$ 100.00	N/A	January, July, October	April	\$ 2,083.25			
		TOTAL ANNU	IAL COST	\$			10,416.25			

PARKS BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS										
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	er Year (4 th Backflow r Inspection es 1 Annual Per Year		QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort needed	,	early Cost	
1	Lillie Greene Community Center 325 Station Blvd. Altamonte Springs, FL 32701	\$ 1,983.50	\$ 100.00	N/A	March, June, December	September	YES	\$	2,083.50	
2	Softball Complex Office 264 W. North Blvd. St. Altamonte Springs, FL 32714	\$ 1,983.50	\$ 100.00	N/A	April, July, October	January		\$	2,083.50	
	TOTAL ANNUAL COST								4,167.00	

PRICE SCHEDULE

PUBLIC SAFETY BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Yearly Cost	
1	SCFD Training Facility 201 Valentine Way Longwood, FL 32750	\$ 1,984.00	\$ 100.00	N/A	March, September, December	June	\$ 2,084.00	
2	SCFD Fire Station 11 2721 S. Ronald Reagan Blvd. Altamonte Springs, FL 32701	\$ 1,983.25	\$ 100.00	N/A	February, August, November	Мау	\$ 2,083.25	
3	SCFD Fire Station 12 325 Douglas Ave Altamonte Springs, FL 32714	\$ 2,083.25	N/A	N/A	January, April, July	October	\$ 2,083.25	
4	SCFD Fire Station 13 3860 East State Road 436 Apopka, FL 32714	\$ 1,983.25	\$ 100.00	N/A	January, April, July	October	\$ 2,083.25	
5	SCFD Fire Station 14 600 Hattaway Dr. Altamonte Springs, FL 32701	\$ 2,083.25	N/A	N/A	March, June, September	December	\$ 2,083.25	
6	SCFD Fire Station 21 681 Seminola Blvd Casselberry, FL 32707	\$ 1,983.25	\$ 100.00	N/A	March, June, September	December	\$ 2,083.25	
7	SCFD Fire Station 24 102 N. Moss Road Winter Springs, FL 32706	\$ 1,983.25	\$ 100.00	N/A	March, June, September	December	\$ 2,083.25	
8	SCFD Fire Station 26 850 Northern Way Winter Springs, FL 32706	\$ 1,983.25	\$ 100.00	N/A	February, August, November	Мау	\$ 2,083.25	
9	SCFD Fire Station 29 2300 Via Loma Dr. Oviedo, FL 32765	\$ 1,983.25	\$ 100.00	N/A	April, July, October	January	\$ 2,083.25	
		TOTAL ANN	IUAL COST	\$			18,750.00	

PRICE SCHEDULE

	SHERIFF BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost
1	Juvenile Assessment Center- OLD 181 Bush Loop Sanford, FL 32773	\$ 1,983.00	\$ 100.00	N/A	N/A	January, April, July	October	YES	\$ 2,083.00
2	Juvenile Assessment Center- NEW 200 Eslinger Way Sanford, FL 32773	\$ 2,083.00	N/A	N/A	N/A	May, August, November	February	YES	\$ 2,083.00
3	Juvenile Detention Center 200 Eslinger Way Sanford, FL 32773	\$ 2,817.00	\$ 100.00	N/A	N/A	May, August, November	February	YES	\$ 2,917.00
4	John E. Polk – Correctional Facility 211 Eslinger Way Sanford, FL 32773	\$ 5,233.00	\$ 100.00	\$ 500.00	\$ 2,520.00	June, September, December	March	YES	\$ 8,353.00
5	Sheriff - Public Safety Bldg 100 Eslinger Way Sanford, FL 32773	\$ 2,817.00	\$ 100.00	N/A	N/A	February, May, November	August	YES	\$ 2,917.00
6	Sheriff's Office - Lake Mary 805 Primera Blvd Lake Mary, FL	\$ 2,083.00	N/A	N/A	N/A	April, July, October	January		\$ 2,083.00
7	Hope and Healing Center 212 Eslinger Way Sanford, FL 32773	\$ 2,817.00	\$ 100.00	N/A	N/A	February, May, August	November		\$ 2,917.00
TOTAL ANNUAL COST				\$					23,353.00

PRICE SCHEDULE

	SOLID WASTE BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection) Backflow Inspection (1) Per Year		Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Yearly Cost	
1	Central Transfer Station - Admin. Bldg. 1950 SR 419 Longwood, FL 32750	\$ 1,483.00	\$ 100.00	\$ 500.00	\$ 2,520.00	May, August, November	February	\$ 4,603.00	
	TOTAL ANNUAL COST							4,603.00	

TOTALS PRICE SCHEDULE

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Facilities Buildings & Cost for Fire Sprinkler Insp	\$	19,187.00			
Judicial Buildings & Cost for Fire Sprinkler Insp	\$	20,020.00			
Libraries Buildings & Cost for Fire Sprinkler Insp	\$	10,416.25			
Parks Buildings & Cost for Fire Sprinkler Inspe	\$	4,167.00			
Public Safety buildings & Cost for Fire Sprinkler In	\$	18,750.00			
Sheriff Buildings & Cost for Fire Sprinkler Inspe	\$	23,353.00			
Solid Waste Buildings & Cost for Fire Sprinkler Ins	\$	4,603.00			
All Buildings & Cost for Fire Sprinkler Inspect	\$	100,496.25			
Repair Cost – Hourly Rate 7:00 a.m 5:00 p.m. Monday - Friday EST **Table 125.00 Material**					ed at cost, no mark-up.
Emergency Rate – Hourly Other Than 7:00 a.m 5:00 p.m. Monday - Friday, weekends and holidays EST	\$	187.50			

Term Contract for Fire Sprinkler Inspections, Testing,

Agreement Name: Certifications and Repair

Agreement Number: IFB-604669-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number <u>IFB-604669-23/LN F</u> are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number <u>IFB-604669-23/LNF</u> for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this	day of	lanuary	, 20 <u>_24</u> .
		By: Me	
STATE OF FLORIDA)		
COUNTY OF SEMINOLE)		
officer duly authorized in the	State and County	aforesaid to ta who is person	ake acknowledgments, personally ally known to me or who has
	Print Nota and	Name	
			MIGDALIA KUHN Commission # HH 260860 Expires May 18, 2026

E-Verify Affidavit Revised 11/2020

TERM CONTRACT FOR FIRE SPRINKLER INSPECTIONS, TESTING, CERTIFICATIONS AND REPAIRS (IFB-604669-23/LNF)

THIS AGREEMENT is dated as of the _____ day of ______ 202___, by and between DYNAFIRE, LLC, duly authorized to conduct business in the State of Florida, whose address is 109 B Concord Drive, Casselberry, Florida 32707, in this Agreement referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide inspection, maintenance, and repair services of fire sprinklers for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

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

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as <u>Exhibit A</u> and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation.

Required services will be specifically enumerated, described, and depicted in the Purchase Orders

authorizing purchase of specific services. This Agreement standing alone does not authorize the

purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY

and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may

be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term

of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and

prior to the expiration date. Obligations entered by both parties under such Purchase Orders will

remain in effect until delivery and acceptance of the materials authorized by the respective

Purchase Order. The first three (3) months of the initial term are considered probationary. During

the probationary period, COUNTY may immediately terminate this Agreement at any time, with

or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by

CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and

executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order

will describe the services required, state the dates for delivery of services, and establish the amount

and method of payment. The Purchase Orders must be issued under and incorporate the terms of

this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase

Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of

this Agreement. COUNTY reserves the right to contract with other parties for the services

contemplated by this Agreement when it is determined by COUNTY to be in the best interest of

COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR will

be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within

the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services

provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When

a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee

amount will include any and all reimbursable expenses and will be based on the unit pricing

attached to this Agreement, or as reduced in the quoting process leading to specific Purchase

Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no

event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each

Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the

amount due based on the percentage of total Purchase Order services actually provided, but in no

event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage

of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are

provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At

the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice,

properly dated, describing any services provided, the cost of the services provided, the name and

address of CONTRACTOR, Purchase Order Number, Contract Number, and any other

information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

Term Contract for Fire Sprinkler Inspections, Testing, Certifications and Repairs

441

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office Seminole County Board of County Commissioners P.O. Box 8080 Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Fleet and Facilities Department Facilities Maintenance Division 205 W. County Home Road Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

CONTRACTOR shall maintain all books, documents, papers, accounting records,

and other evidence pertaining to services provided under this Agreement in such a manner as will

readily conform to the terms of this Agreement. CONTRACTOR shall make such materials

available at CONTRACTOR's office at all reasonable times during the term of this Agreement

and for five (5) years from the date of final payment under the contract for audit or inspection as

provided for in subsection (b) of this Section.

(c)

(d)

In the event any audit or inspection conducted after final payment but within the

period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within

thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of approval and acceptance

of, or payment for the materials or services required under this Agreement does not operate as a waiver

of any rights under this Agreement, or of any cause of action arising out of the performance of this

Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with

applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or

wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or

any Purchase Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be

paid compensation for services performed to the date of termination.

If the termination is due to the failure of CONTRACTOR to fulfill its obligations

under this Agreement, COUNTY may take over the work and carry it to completion by other

agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all

reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations

under this Agreement.

(c)

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform

the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR

will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and

entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR

include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without

any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations

under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event,

adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this

Agreement.

(f)

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement

conflict with any Purchase Order issued pursuant to it or any other contract documents, including

proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt,

proposals and any other documents submitted by CONTRACTOR are not incorporated into this

Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate

against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure

that applicants are employed, and employees are treated during employment without regard to

race, color, religion, sex, age, disability, or national origin. This provision includes, but is not

limited to the following: employment, upgrading, demotion or transfer, recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training

including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or

retained any company or person other than a bona fide employee working solely for

CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon

or resulting from award or making of this Agreement. For the breach or violation of this provision,

COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission,

percentage, gift, or consideration.

Section 13. Conflict of Interest.

CONTRACTOR shall not engage in any action that would create a conflict of

interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate

or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics

in government.

(b)

(a)

CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY

has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either

directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement

and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned,

transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this

Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval

of COUNTY before engaging or contracting for the services of any subcontractors under this

Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any

subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law,

CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners,

officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and

lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this

Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on

a current ACORD Form signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Professional Liability, Workers' Compensation/Employer's

Liability, Commercial General Liability, and Business Auto). The Certificate must have the

Agreement number for this Agreement clearly marked on its face. COUNTY, its officials,

officers, and employees must be named additional insureds under the Commercial General

Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket

additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy

along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed

to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than

thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable

to COUNTY. Until such time as the insurance is no longer required to be maintained by

CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous

Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD

Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be

provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance

provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for

performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance

under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the

State of Florida and prove such authorization by maintaining Certificates of Authority or Letters

of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively,

policies required by this Agreement for Workers' Compensation/Employer's Liability, may be

those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's

Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance

coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority,

or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the

CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the

insurance company with a different insurance company meeting the requirements of this

Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this

Agreement.

(c)

Specifications. Without limiting any of the other obligations or liability of

CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance

will become effective upon execution of this Agreement by CONTRACTOR and must be

maintained in force until the expiration of this Agreement's term or the expiration of all Orders

issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this

required insurance coverage within the stated period will constitute a material breach of this

Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and

types of insurance must conform to the following minimum requirements:

(1) <u>Workers' Compensation/Employer's Liability</u>.

(A) CONTRACTOR's insurance must cover it for liability that would

be covered by the latest edition of the standard Workers' Compensation policy as filed for use in

Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors

of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's

employees. The minimum required limits to be provided by both CONTRACTOR and its

subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States

Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and

any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard

Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part

One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident) \$1,000,000.00 (Disease-Policy Limit) \$1,000,000.00 (Disease-Each Employee)

(2) <u>Commercial General Liability</u>.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate \$2,000,000.00
Personal & Advertising \$1,000,000.00
Injury Limit \$1,000,000.00
Products and Completed \$2,000,000.00

Operations

- (3) <u>Professional Liability Insurance</u>. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).
 - (4) Business Auto Policy.
- (A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by

CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

- (B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.
- (C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
(Any Auto or Owned, Hired,	
and Non-Owned Autos)	

(d) <u>Commercial Umbrella</u>.

Each Occurrence	\$5,000,000.00
General Aggregate	\$5,000,000.00

(e) <u>Professional Liability.</u>



Per Claim	\$1,000,000.00
Aggregate	\$2,000,000.00

- (f) <u>Coverage</u>. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.
- (g) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained, or an extended discovery period will be exercised for a

period of three (3) years beginning at the time work under this Agreement is completed.

(h) Obligations. Compliance with the foregoing insurance requirements will not

relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this

Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising

under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution

procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section

22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY

administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims,"

Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR

hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY

administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are

exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties

participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

It is recognized that questions in the day to day conduct of performance pursuant

to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and

advise CONTRACTOR in writing of one or more of its employees to whom to address all

communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret

and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or

appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and

bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such

designation.

(a)

Section 20. All Prior Agreements Superseded. This Agreement incorporates and

includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements,

whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment,

or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this

Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be

construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an

agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services

performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance

of services and functions pursuant to this Agreement have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by

CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section

119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services required under this

Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on

the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by

law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to

COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this

Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a

format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this

Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in

Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY

PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND

CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida

govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and

venue for any legal action in connection with this Agreement will be in the courts of Seminole

County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant

to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and

subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely

responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless

COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article

manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of

copyright or patent infringement, COUNTY shall promptly provide written notification to

CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly

purchase for COUNTY the legitimate version of any infringing products or services or procure a

license from the patent or copyright holder at no cost to COUNTY that will allow continued use

of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be

determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be

given by written notice, sent by registered or certified United States mail, return receipt requested,

addressed to the party for whom it is intended at the place last specified. The place for giving of

notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective

places for giving of notice:

For COUNTY:

Fleet and Facilities Department

Facilities Maintenance Division

205 W. County Home Road

Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division

1301 E. Second Street

Sanford, FL 32771

For CONTRACTOR:

DynaFire, LLC

109 B Concord Drive

Casselberry, FL 32707

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided

for under this Agreement are in addition and supplemental to any other rights and remedies

provided by law.

Section 31. Headings and Captions. All headings and captions contained in this

Agreement are provided for convenience only, do not constitute a part of this Agreement, and may

not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If

COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1)

year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with

this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to

immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements

Compliance, attached to this Agreement as Exhibit D, to COUNTY.

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

	DYNAFIRE, LLC			
Witness	By:STEVEN HATCH, Manager			
Print Name	_			
	Date:			
Witness				
Print Name				

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

SEMINOLE COUNTY, FLORIDA

	By:
Witness	By:TAMMY ROBERTS
	Purchasing and Contracts
Print Name	Procurement Administrator
	Date:
Witness	
Print Name	
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its,
Approved as to form and legal sufficiency.	202, regular meeting.
County Attorney GLK/dbd 2/2/2024 2/12/24	
Attachments:	
Exhibit A - Scope of Services	
Exhibit B - Sample Purchase Order	
Exhibit C - Price Proposal	anta Commission as
Exhibit D - Affidavit of E-Verify Requirem	ents Comphance

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Scope of Services

I. GENERAL.

Provide inspection, maintenance, and repair services of fire sprinklers for Seminole County Buildings in accordance with National Fire Protection Association (NFPA) Standards / License for fire sprinklers. Services shall include but not limited, to providing all the necessary labor, materials hardware, equipment, supervision and permits necessary to start and carry forward to completion work specified under the scope and designated by Facilities Manager or their designated representative.

II. SCOPE OF WORK.

- **A.** Contractor shall be authorized and certified to perform inspection, testing and certification of fire sprinkler systems in the State of Florida during the term of the agreement.
- **B.** Upon execution of the contract and within the first thirty (30) days the Contractor will ensure that all of their employees go through the proper approval process in order to obtain badges from the Sheriff's Office for access to sites listed in Exhibit C. Facilities Manager or their designated representative will be in touch with the vendor to provide the steps in order to complete the process in a timely manner. The Sheriff's Office will obtain fingerprints and all individuals will complete Level 1, unescorted access, Security Awareness Training. Training is done remotely on either personal phone or a computer device. The exclusion of an employee for security reasons shall not relieve the vendor of his responsibility to perform the services required under this contract.
- C. Contractor shall comply with all current applicable requirements of the Division of the State Fire Marshall Uniform Fire Safety Rules and Standards, all applicable requirements of the National Fire Protection (NFPA) or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern this type of service. In case of conflict between codes, reference standards and the other contract documents, the most stringent requirement shall govern.
- D. Contractor shall provide sufficient manpower, equipped with communication equipment, to perform service in all applicable areas without interference of the daily work schedule at the designated County Facilities. Work that cannot be done Monday to Friday during normal business hours of 7:00 am to 5:00 pm has to be scheduled and approved through Facilities Manager or their designated representative.
- E. The Contractor may perform the work using equipment, tools and machinery of his own choosing. Any parts of the County Facilities which are damaged by the Contractor's equipment or procedures during services shall be replaced or repaired as directed by an independent third party chosen by the County at the Contractor's expense. The Contractor shall provide proof of equipment calibration testing reports on the equipment used during the course of the services and during the life of this Contract. The calibration information shall be on all inspection reports.

- **F.** The Contractor shall take necessary precautions to protect personnel or property against injury or damage and be responsible for any such damage or injury that occurs because of Contractor's negligence.
- **G.** The Contractor must perform the work without interfering with other contractors, County Staff or County activities.
- H. Seminole County Government requires a single contact point for scheduling, contract administration and billing to eliminate confusion for questions to responsible parties after award. All bidders shall specify on the pricing documents, Contractor Contacts tab, a list including name, position/function, email address, phone number and alternate contact number for each office that will service facilities covered by this contract. Contractor staffing may require that the contact(s) for scheduling, contract administration and billing be three different people. The awarded vendor(s) shall update this contact list whenever changes are made during the term of this contract.
- I. The Contractor must contact Facilities Manager or their designated representative for any delays or reschedule of work.
- J. County reserves the right to add or delete locations and services by written notice to the Contractor. Add on buildings or services will require a quote from the Contractor which are to be approved by the County.
- **K.** Any permits required for work executed in accordance with this contract by the authority having jurisdiction shall be obtained by the vendor and will be reimbursed by the County at cost.
- L. All rental equipment utilized in the execution of this contract will be reimbursed by the County at invoice cost with no vendor markup. Compensation for the time involved to pick up and return rental equipment where delivery and pick up are not included in the rental fees shall be included in the labor breakdown portion of the invoice or approved project plan. The vendor shall include with its invoice the original rental equipment invoice for verification of costs.

III. LABOR.

A. Labor Rates.

- i. Quoted labor rates will be paid for technician(s) time on the job. Hourly service rates will begin when the vendor's technician signs in at the facility.
- ii. Travel time shall not be charged as hourly rates.
- **iii.** No overtime charges will be paid without prior approval of Facilities Manager or their designated representative.

iv. Labor types and descriptions listed below categorize each service type and their respective requirements.

B. Standard and Scheduled Service.

i. Standard and Scheduled Service shall be considered any on demand service and/or repairs, scheduled service and repairs and deliveries that are performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding County holidays and weekends.

1. Standard and Scheduled Service Response Time.

a. Vendor shall respond to a call for service from Facilities Manager or their designated representative within four (4) hours from the time of County notification via Facilities work order number (FAC#). Scheduling of this labor shall be by mutual agreement of Facilities Manager or their designated representative and the awarded vendor designated representative.

C. Emergency Service.

- i. Emergency calls shall have a one (1) hour response by phone and two (2) hours on site from the time of County notification via Facilities work order number (FAC#).
 - 1. After Hours Emergency Service performed between the hours of 5:01 PM and 6:59 AM Monday through Friday and twenty-four (24) hours per day on weekends and County holidays shall be paid at the Emergency labor rate(s) listed in the pricing documents. No overtime charges will be approved for payment without prior approval of Facilities Manager or their designated representative. Any situation that results in non-operational equipment for a site that could endanger the occupants or subject the facility to damage shall be considered an "Emergency" by Seminole County Government as directed by Facilities Manager or their designated representative.
- **ii.** The hourly charges, as quoted by the contractor, shall include all labor costs related to providing emergency service.
- iii. The contactor must be capable of responding at any time of the day or night upon notification by telephone that a situation exists, or emergency has occurred. The contractor must have adequate personnel available to provide emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

IV. SCHEDULING AND TESTING.

- A. Contractor shall provide the County with a ten (10) business days' notice via email of scheduled inspections before each inspection month is due. Inspection month dues are listed on Exhibit C and Attachment 1 of this contract.
- **B.** Pre-committed inspection dates cannot be changed if the inspection dates are scheduled after the 25th of each month.
- C. Contractor shall create a smartsheet to keep track of all locations, past inspections, and upcoming inspections. Please refer to Attachment 1 of the contract for a template of the smartsheet. The smartsheet is to be kept up to date by the Contractor. Any errors that are discovered will be reported to the Contractor and Contractor will correct such errors within one (1) business day.
- **D.** The Contractor will perform inspections, testing, calibration, and certification of the fire sprinkler equipment.
- E. Upon completion of a scheduled test and / or inspections, Contractor shall provide a list of deficiencies to Facilities Manager or their designated representative within two (2) business days of the test and/or inspection via email to FMreports@seminolecountyfl.gov. Contractor shall also provide a detailed estimate or not to exceed amount (NTA) to repair or replace each deficiency, if applicable. The NTA is to be received via email at Fmquotes@seminolecounyfl.gov no later than five (5) business days from the day of the deficiency has occurred.
- **F.** Although a system may require repair, it should not prevent the quarterly and/or annual inspection from being conducted. Such repairs will be notated on the quarterly and/or annual inspection/testing report but will be cleared once the repair is conducted and the follow up report is issued. Under no circumstances an extension to the necessary inspection/testing requirements will be allowed. The inspection/testing is to take place during the inspection months due as portrayed in the Exhibit C and Attachment 1 of this contract. Failure to abide to the scheduled inspection/testing dates will result in Contractor's non-compliance and an immediate termination of the contract.
- **G.** Inspections shall be submitted in accordance with the State Fire Marshall requirements and regulations.
- **H.** Five (5) year inspection images are to be emailed to FMreports@seminolecountyfl.gov with copy to Fire Marshal along with the report within two (2) business days from the day of the inspection.
- Inspection Tag: An inspection tag shall be affixed to the face of the fire sprinkler system's main control after each inspection or test. The inspection tag shall indicate the following:
 - i. Location or Identification of the system.

- ii. Name, address, telephone number and license number.
- iii. Date of inspection.
- iv. Name and certification number of employee responsible for the inspection.

V. REPORTING REQUIREMENTS.

A. REPORTS: All inspection reports shall include locations, serial number, type, make, weight, type of inspection, date of inspection and next inspection date. Reports are to be emailed to FMreports@seminolecountyfl.gov. A schedule list is required before any inspection is performed and shall include but not limited to location, date and time.

VI. INVOICING REQUIREMENTS.

- A. All work performed in conjunction with this contract shall be subject to the invoicing requirements contained herein.
- **B.** To ensure timely invoice processing, the Contractor shall submit an original, proper invoice to ap@seminioleclerk.org. To be a proper invoice, the invoice must include the following information:
 - i. Contractor name, address and contact information
 - ii. The Seminole County Government purchase order number and Facilities work order number (FAC#) authorizing the delivery of products and/or services
 - iii. Contract number pursuant to the deliverable
 - iv. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and/or services
 - v. Detailed breakdown of the hourly rate charged, and the actual hours worked for each labor type/discipline
 - vi. Detailed breakdown of the material and supply costs as required above in these specifications
 - **vii.** Backup documentation as required in these specifications shall include, but not be limited to the following where applicable:
 - 1. Copy of the original proposal for project
 - Service reports for all labor involved

- 3. Copies of Contractor original invoices for materials and supplies as required above in these specifications
- viii. All invoices shall be received within thirty (30) days of job completion.
- **C.** Vendors shall not charge for any items outside of the contract including but not limited to shop supplies, drive time and per diem. The County will not pay any additional charges for such items.

EXHIBIT B - SAMPLE

Board of County Commissioners
PURCHASE ORDER

SM	
SEMINOLE COUNTY	

O	RD	ER	NUI	MRF	R:	481	48

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER			
ORDER DATE	01/14/2021		
REQUISITION	63930 - OR		
REQUESTOR			
VENDOR #	409286		

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772

ANALYST

Accts. Payable Inquiries - Phone (407) 665 7656

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FLORIDA SALES: 85-8013708974C-0

FEDERAL SALES/USE: 59-6000856

ORDER INQUIRIES

S H T I O

ITEM#	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS	TOTAL AMOUNT	
ON THE REVERSE SIDE OF THIS ORDER.		

PURCHASING AND CONTRACT DIVISION 1301 EAST SECOND STREET SANFORD FLORIDA 32771 PHONE (407) 665-7116 / FAX (407) 665-7956

- 1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or reperform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- **4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- **5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- **6. Time is of the Essence**. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by
- 8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

- obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- **10. Modifications**. PO may be modified or rescinded in writing by County.
- **11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- **12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70. Florida Statutes.
- **14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- **15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- **16. Equal Opportunity Employer**. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- **17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- **18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- **19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT **CUSTODIAN** OF **PUBLIC** RECORDS 407-665-7116. AT: PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.
- 21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- **22. Severability**. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO. Rev. 10/2021

	FACILITIES BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost
1	Facilities Management Warehouse 211 W. County Home Rd Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	April, July, October	January		\$ 810.00
2	Health and Human Services 400 W. Airport Blvd. Sanford, FL 32773	\$ 700.00	N/A	N/A	N/A	June, September, December	March		\$ 700.00
3	Public Works Eng. Bldg. 100 East 1st Street, Sanford, FL 32771	\$ 700.00	\$ 110.00	\$ 550.00	\$ 2,200.00	March, June, September	December		\$ 3,560.00
4	County Services Building 1101 East 1st Street Sanford, FL 32771	\$ 700.00	\$ 220.00	N/A	N/A	March, June, September	December	YES	\$ 920.00
5	Traffic Eng. Paint Storage 109 Government Point Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	March, September, December	June		\$ 810.00
6	Animal Services Kennel Areas 232 Eslinger Way Sanford, FL 32773	\$ 900.00	\$ 110.00	N/A	N/A	January, April, July	October		\$ 1,010.00
7	5 Points Parking Garage 186 Eslinger Way, Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	January, July, October	April	YES	\$ 810.00
8	Central Chiller Plant 208 Eslinger Way, Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	February, August, November	May	YES	\$ 810.00
	TOTAL ANNUAL COST								9,430.00

	JUDICIAL BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost
1	Records Center * 1750 East Lake Mary Blvd, Sanford, FL 32773	\$ 700.00	N/A	N/A	N/A	February, August, November	Мау	YES *with notice to Sheriff's Office 24 hours in advance	\$ 700.00
2	Civil Courthouse Bldg 301 North Park Ave. Sanford, FL 32771	\$ 700.00	\$ 110.00	\$ 550.00	N/A	April, July, October	January	YES	\$ 1,360.00
3	Criminal Justice Center 101 Eslinger Way Sanford, FL 32773	\$ 700.00	\$ 110.00	\$ 550.00	\$ 2,200.00	April, July, October	January	YES	\$ 3,560.00
4	Juvenile Justice Center 190 Eslinger Way Sanford, FL 32773	\$ 700.00	N/A	N/A	N/A	May, August, November	February	YES	\$ 700.00
	TOTAL ANNUAL COST								6,320.00

	LIBRARIES BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS						
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Yearly Cost
1	Library Central Branch 215 Oxford Rd. Casselberry, FL 32707	\$ 700.00	\$ 110.00	N/A	January, April, July	October	\$ 810.00
2	Library East Branch 310 Division Street Oviedo, FL 32765	\$ 700.00	\$ 110.00	N/A	February, May, August	November	\$ 810.00
3	Library North Branch 150 Palmetto Avenue Sanford, FL 32771	\$ 700.00	N/A	N/A	January, July, October	April	\$ 700.00
4	Library Northwest Branch 580 Greenwood Blvd. Lake Mary 32746	\$ 700.00	\$ 110.00	N/A	February, May, August	November	\$ 810.00
5	Library West Branch 245 Hunt Club Blvd. Longwood, FL 32779	\$ 700.00	\$ 220.00	N/A	January, July, October	April	\$ 920.00
	TOTAL ANNUAL COST						4,050.00

	PARKS BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS							
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort needed	Yearly Cost
1	Lillie Greene Community Center 325 Station Blvd. Altamonte Springs, FL 32701	\$ 700.00	\$ 110.00	N/A	March, June, December	September	YES	\$ 810.0
2	Softball Complex Office 264 W. North Blvd. St. Altamonte Springs, FL 32714	\$ 700.00	\$ 110.00	N/A	April, July, October	January		\$ 810.0
	TOTAL ANNUAL COST							1,620.0

	PUE	BLIC SAFETY BUIL	DING	S & COST FO	OR FIRE SPRINKL	ER INSPECTIONS	ı		
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annua Inspection)	, h	Backflow nspection (1) Per Year	Fire Pump Inspection (1) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Y	early Cost
1	SCFD Training Facility 201 Valentine Way Longwood, FL 32750	\$ 700.0	0 \$	110.00	N/A	March, September, December	June	\$	810.00
2	SCFD Fire Station 11 2721 S. Ronald Reagan Blvd. Altamonte Springs, FL 32701	\$ 700.0	0 \$	110.00	N/A	February, August, November	Мау	\$	810.00
3	SCFD Fire Station 12 325 Douglas Ave Altamonte Springs, FL 32714	\$ 700.0	0	N/A	N/A	January, April, July	October	\$	700.00
4	SCFD Fire Station 13 3860 East State Road 436 Apopka, FL 32714	\$ 700.0	0 \$	110.00	N/A	January, April, July	October	\$	810.00
5	SCFD Fire Station 14 600 Hattaway Dr. Altamonte Springs, FL 32701	\$ 700.0	0	N/A	N/A	March, June, September	December	\$	700.00
6	SCFD Fire Station 21 681 Seminola Blvd Casselberry, FL 32707	\$ 700.0	0 \$	110.00	N/A	March, June, September	December	\$	810.00
7	SCFD Fire Station 24 102 N. Moss Road Winter Springs, FL 32706	\$ 700.0	0 \$	110.00	N/A	March, June, September	December	\$	810.00
8	SCFD Fire Station 26 850 Northern Way Winter Springs, FL 32706	\$ 700.0	0 \$	110.00	N/A	February, August, November	Мау	\$	810.00
9	SCFD Fire Station 29 2300 Via Loma Dr. Oviedo, FL 32765	\$ 700.0	0 \$	110.00	N/A	April, July, October	January	\$	810.00
		TOTAL AN	INU	AL COST	\$				7,070.00

		SHI	ERIFF BUILDINGS	& COST FOR FIRE	SPRINKLER INSPEC	CTIONS			
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Escort Needed	Yearly Cost
1	Juvenile Assessment Center- OLD 181 Bush Loop Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	January, April, July	October	YES	\$ 810.00
2	Juvenile Assessment Center- NEW 200 Eslinger Way Sanford, FL 32773	\$ 1,300.00	N/A	N/A	N/A	May, August, November	February	YES	\$ 1,300.00
3	Juvenile Detention Center 200 Eslinger Way Sanford, FL 32773	\$ 700.00	\$ 110.00	N/A	N/A	May, August, November	February	YES	\$ 810.00
4	John E. Polk – Correctional Facility 211 Eslinger Way Sanford, FL 32773	\$ 700.00	\$ 110.00	\$ 550.00	\$ 2,200.00	June, September, December	March	YES	\$ 3,560.00
5	Sheriff - Public Safety Bldg 100 Eslinger Way Sanford, FL 32773	\$ 700.00	\$ 330.00	N/A	N/A	February, May, November	August	YES	\$ 1,030.00
6	Sheriff's Office - Lake Mary 805 Primera Blvd Lake Mary, FL	\$ 700.00	N/A	N/A	N/A	April, July, October	January		\$ 700.00
7	Hope and Healing Center 212 Eslinger Way Sanford, FL 32773	\$ 1,600.00	\$ 110.00	N/A	N/A	February, May, August	November		\$ 1,710.00
	TOTAL ANNUAL COST								9,920.00

	SOLID WASTE BUILDINGS & COST FOR FIRE SPRINKLER INSPECTIONS								
#	Bldg Name	Quarterly Inspection (4) Per Year (4 th Quarter Inspection includes 1 Annual Inspection)	Backflow Inspection (1) Per Year	Fire Pump Inspection (1) Per Year	MONTHLY Fire Pump Test (12) Per Year	QUARTERLY Inspection Months Due	ANNUAL Inspection Month Due	Yearly Cost	
1	Central Transfer Station - Admin. Bldg. 1950 SR 419 Longwood, FL 32750	\$ 700.00	\$ 110.00	\$ 550.00	\$ 2,200.00	May, August, November	February	\$ 3,560).00
		7	TOTAL ANN	IUAL COST	\$			3,560.0	00

TOTALS PRICE SCHEDULE

TOTA	ALS FOR EACH BUI	LDING				
Facilities Buildings & Cost for Fire Sprinkler Insp	\$	9,430.00				
Judicial Buildings & Cost for Fire Sprinkler Insp	Judicial Buildings & Cost for Fire Sprinkler Inspections: TOTAL ANNUAL COST					
Libraries Buildings & Cost for Fire Sprinkler Insp	pections: TOTAL ANN	UAL COST	\$	4,050.00		
Parks Buildings & Cost for Fire Sprinkler Inspe	Parks Buildings & Cost for Fire Sprinkler Inspections: TOTAL ANNUAL COST					
Public Safety buildings & Cost for Fire Sprinkler In	ublic Safety buildings & Cost for Fire Sprinkler Inspections: TOTAL ANNUAL CO					
Sheriff Buildings & Cost for Fire Sprinkler Inspe	ections: TOTAL ANNU	JAL COST	\$	9,920.00		
Solid Waste Buildings & Cost for Fire Sprinkler Ins	spections: TOTAL AN	NUAL COST	\$	3,560.00		
All Buildings & Cost for Fire Sprinkler Inspect	\$	41,970.00				
Repair Cost – Hourly Rate 7:00 a.m 5:00 p.m. Monday - Friday EST	\$ 130.00					
Emergency Rate – Hourly Other Than 7:00 a.m 5:00 p.m. Monday - Friday, weekends and holidays EST	\$ 190.00					

EXHIBIT "D

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number 604669-3 are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number 60469-3 for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _	10	day of					
STATE OF PLORE	CHRISTINA AGOSTO Commission # HH 226136 Expires March 17, 2026	Consultant Name By: A. M. Print Name: ASHIEY RODREGUET Title: Receniting Manager					
STATE OF FL	ORIDA)						
COUNTY OF	SEMINOLE)						
officer duly au appeared	I HEREBY CERTIFY that, on this \(\lambda \) day of \(\lambda \) \(\lambda \) \(\lambda \) \(\lambda \) before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \(\lambda \) who is personally known to me or \(\lambda \) who has produced \(\lambda \) as identification.						
		Print Name Christing Assault Notary Public in and for the County and State Aforementioned	_				
		My commission expires: 03/17/26					

E-Verify Affidavit Revised 11/2020



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0584

Title:

Award CC-5767-24/HSM-Spring Hammock Preserve Improvements to American Persian Engineering and Construction, LLC (APEC) in the amount of \$1,960,912.20 and authorize the Purchasing and Contract Division to execute the Agreement. District2- Zembower (Lorie Bailey Brown, CFO/Resource Management Director) Requestion Department - Parks and Recreation

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Herronda S. Mortimer/407-665-7113

Background:

Award CC-5767-24/HSM Contract Services for Spring Hammock Preserve Improvements will include, but are not limited to paving Osprey Trail, installing ADA parking stalls, a new pavilion, replacing footbridges at multiple locations and construction of a new elevated boardwalk that terminates at the edge of Lake Jesup.

The project was publicly advertised, and the County received five (5) bids in response to the solicitation. The Review Committee consisting of William Pandos, Division Manager, Daniel Heacock, Project Manager, and Allegra Buyer, Program Manager from Greenways and Natural Lands Division, reviewed the responses. Consideration was given to bid price, experience, and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder American Persian Engineering and Construction, LLC (APEC), Orlando, FL in the amount of \$1,960,912.20. The completion time for this project is three hundred-twenty (320) calendar days to Substantial Completion and an additional thirty (30) calendar days to Final Completion after execution of a Notice to Proceed by

File Number: 2024-0584

the County.

The Engineer's Estimate for the project is \$2,000,000.00.

This is a budgeted project and funds are available in SPG Hammock Water Conser Grant-(02004044.560650.00001), Spring Hammock PK Enhancement-(00182340.560650.00001), and Cross Seminole Trail Spur-ADA-(02104046.560650.0001).

Requested Action:

Staff requests that the Board award CC-5767-24/HSM Contract Services for Spring Hammock Preserve Improvements to American Persian Engineering and Construction, LLC (APEC), Orlando, FL in the amount of \$1,960,912.20 and authorize the Purchasing and Contract Division to execute the Agreement.





Resource Management - Purchasing & Contracts

Stephen Koontz, Purchasing and Contracts Manager 1301 East Second St., Sanford, FL 32771

TABULATION SHEET

CC-5767-24/HSM

Spring Hammock Preserve Improvements

RESPONSE DEADLINE: April 10, 2024, at 2:00 pm Report Generated: Friday, April 12, 2024

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Submitted Bids

Vendor	Base Bid Total	Bid Alternate
APEC LLC	\$1,960,912.20	\$2,314,920.00
Custom Built Marine Construction, Inc.	\$1,997,212.81	\$1,985,559.60
Cathcart Construction company	\$2,815,181.00	\$2,521,200.00
Central Florida Environmental Corp	\$2,821,337.50	\$0
Carr & Collier Inc.	\$3,794,000.00	\$2,859,843.00

Tabulated and posted by: Herronda S. Mortimer, Senior Procurement Analyst, Friday, April 12, 2024, 4:00PM (EST)

Recommendation and Notice of Intent to Award: To Be Determined.

BCC AGENDA DATE: To Be Determined

CONSTRUCTION SERVICES AGREEMENT FOR SPRING HAMMOCK PRESERVE IMPROVEMENTS (CC-5767-24/HSM)

THIS AGREEMENT is dated as of the _____ day of ______ 202____, by

and between AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION (APEC)

LLC, duly authorized to conduct business in the State of Florida, whose address is 5401 South

Kirkman Road, Suite 336, Orlando, Florida 32819, in this Agreement referred to as

"CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the

State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford,

Florida 32771, in this Agreement referred to as "COUNTY".

COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this

Agreement, agree as follows:

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in

the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit

A, and the solicitation package, all addenda to this package, and CONTRACTOR's submission in

response to this solicitation. The work is generally described as the Spring Hammock Preserve

Project.

Section 2. Engineer.

(a) (a) The Engineer of Record ("ENGINEER") as named in the Contract

Documents is GAI Consultants, Inc., whose address is 618 East South Street, Suite 700, Orlando,

Florida 32801.

(b) COUNTY's contracted consultant for construction, engineering, and inspection

("CEI") services as named in the Contract Documents is CDM Smith, Inc., whose address is 101

Southhall Lane, Suite 200, Maitland, Florida 32751.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this

Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the

General Conditions within three-hundred twenty (320) calendar days after the date when the

contract time begins to run as provided in subsection 2.2 of the General Conditions. The work

must be finally completed and ready for final payment in accordance with subsection 14.9 of the

General Conditions within thirty (30) calendar days after the actual date of substantial completion.

(c) The parties acknowledge that the contract time provided in this Section includes

consideration of adverse weather conditions common to Central Florida, including the possibility

of hurricanes and tropical storms.

(d) The contract time provided for in this Section includes thirty (30) days allocated

specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at

or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not

impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time

extensions will be considered related to utility coordination matters, including, but not limited to

utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days

impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of

substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a)

COUNTY shall pay CONTRACTOR for performance of the work in accordance

with the Contract Documents on the basis of the total bid (original contract price).

CONTRACTOR's total compensation is ONE MILLION NINE-HUNDRED SIXTY

THOUSAND NINE HUNDRED TWELVE DOLLARS AND TWENTY CENTS

(\$1,960,912.20), subject only to increases or decreases made in strict conformance with the

Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for

performance of all work and providing all materials embraced in the Contract Documents; for all

loss or damage arising out of performance of the work and from the action of the elements, or from

any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the

prosecution of the work until the final acceptance; and for all risks of every description connected

with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and

included in its total bid (original contract price) all costs of any nature relating to: (1) performance

of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting

requirements; (3) the Project site conditions, including, but not limited to subsurface site

conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited

to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve

significant work adjacent to, above, and in close proximity to underground facilities, including

utilities which will require the support of active utilities as well as the scheduling and sequencing

of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR

acknowledges that its total bid (original contract price) specifically considered and relied upon

CONTRACTOR's own study of underground facilities, utilities in their present, relocated

(temporary and permanent), and proposed locations, and conflicts relating to utilities and

underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price)

considered and included all of its costs relating to the responsibilities to coordinate and sequence

the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors,

and the work of others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment

in accordance with Section 14 of the General Conditions. Applications for Payment will be

processed by ENGINEER as provided for in the General Conditions.

(b) <u>Progress Payments</u>. COUNTY shall make progress payments on the basis of

CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance

with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance

with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the

contract price as provided in that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure

completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as

required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage

to secure completion of the work in an amount equal to the product of the number of days after the

31st day following the date of commencement of contract time and the liquidated damage amount

for substantial completion set forth in Section 9 of this Agreement. The additional retainage will

be withheld from the initial and each subsequent progress payment. The additional retainage held

under this subsection will be released to CONTRACTOR in the next progress payment following

ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite

progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the

work will not be completed within the contract time, COUNTY may withhold additional retainage

in anticipation of liquidated damages equal to the product of the number of days after the scheduled

contract time (substantial completion or final completion) and the amount of liquidated damages

set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at

COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage

held under this subsection will be released to CONTRACTOR in the next progress payment

following ENGINEER's approval of a supplemental progress schedule demonstrating that the

requisite progress will be regained and maintained as required by Section 6.19.2 of the General

Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter

into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract

Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1,

Purchasing Code, Seminole County Code, and Federal, State, and local laws, ordinances, rules,

policies, and regulations that in any manner may affect cost, progress, or performance of the work.

(b) CONTRACTOR has studied carefully and considered in its bid all reports of

investigations and tests of subsurface and physical conditions of the site affecting cost, progress,

scheduling, or performance of the work.

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and

Specifications, performed necessary observations and examinations, and studied the physical

conditions at the site related to underground facilities, utility installations, conflicts, relocations

(temporary and permanent), and all other underground facilities and utility related conditions of

the work and site that may affect cost, progress, scheduling, or any aspect of performance of the

work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and

executing this Agreement, acknowledges the constructability of the work under the Plans and

Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied

warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and

Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations,

tests, and studies as it deems necessary for the performance of the work at the contract price, within

the contract time, and in accordance with the other terms and conditions of the Contract

Documents. CONTRACTOR does not and will not require any additional examinations,

investigations, tests, reports, or similar data for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations,

investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or

discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR

hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of

the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the

Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms

and conditions of the Contract Documents.

(h)

CONTRACTOR's resident Superintendent at the work site will be Arman

Pourmirza. CONTRACTOR shall use only this person as Superintendent, unless otherwise

approved by COUNTY's Project Manager after following the procedure indicated in the General

Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements

related to performance of the work. CONTRACTOR declares and agrees that all costs related to

performing the work in compliance with the requirements of all permits at the contract price are

included in the contract price. CONTRACTOR agrees that it will be solely responsible for

payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both,

by any governmental entity, district, or authority, or other jurisdictional entity relating to all

permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the

Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end,

CONTRACTOR shall respond to citizen complaints related to alleged damage caused by

CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from

any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each

complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall

report the citizen, the street address, and a summary of the complaint and any action taken in

response. Responses and action taken by CONTRACTOR must specifically identify the problem

and specific actions taken. Generic statements such as "addressed the problem" are unacceptable.

If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and

deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for

performance of the work within the project limits includes temporary construction easements. In

the event that CONTRACTOR fails to perform the work within the contract time, then

CONTRACTOR shall be solely responsible for payment of all costs for additional or extended

temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

- (a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:
 - (1) This Agreement and its Exhibits.
 - (2) Any Addenda to COUNTY's Solicitation Package.
 - (3) COUNTY's Solicitation Package, including the General Conditions.
 - (4) Drawings and Plans.
 - (5) Technical Specifications.
- (b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:
- (1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.
 - (2) Performance Bond.
 - (3) Payment Bond.
 - (4) Contractor's Certificate of Insurance and Insurance Policies.
 - (5) Notice to Proceed.
 - (6) Certificate of Substantial Completion.

- (7) Contractor's Waiver of Lien (Partial).
- (8) Contractor's Waiver of Lien (Final and Complete).
- (9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).
- (10) Certificate of Final Completion.
- (11) Contractor's Release.
- (12) Consent of Surety to Final Payment.
- (13) Material and Workmanship Bond.
- (c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognizes that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of two hundred fifty and 00/100 Dollars (\$250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree

that the liquidated amounts described in this Section are not a penalty, but instead a reasonable

measure of damages based upon the parties' experience in the relevant industry and given the

nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages

specified in this Agreement, COUNTY's actual damages which may include, but are not limited

to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in

meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section will apply regardless of whether

CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment, and Binding Effect.

(a) Terms used in this Agreement that are defined in Section 1 of the General

Conditions have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract

Documents will be binding on any other party without the written consent of the party sought to

be bound and any such assignment without such written consent will be void and of no effect.

Specifically, but without limitation, monies that may become due and monies that are due may not

be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law). Unless specifically stated to the contrary in any written consent to an assignment,

no assignment will release or discharge the assignor from any duty or responsibility under the

Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors,

assigns, and legal representatives to the other party, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract

Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of

CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY

specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars

(\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for

CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in

the original contract price allocated by CONTRACTOR among all pay items, receipt of which is

hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely

responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless

COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article

manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of

copyright or patent infringement, COUNTY shall promptly provide written notification to

CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly

purchase for COUNTY the legitimate version of any infringing products or services or procure a

license from the patent or copyright holder at no cost to COUNTY that will allow continued use

of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be

determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including,

but not limited to contract claims, it must be given by written notice, hand delivered, signed and

dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to

the party for whom it is intended at the place last specified. The place for giving of notice will

Construction Services Agreement for Spring Hammock Preserve Improvements (CC-5767-24/HSM)

Page 11 of 20

remain such until it has been changed by written notice in compliance with the provisions of this

Section. For the present, the parties designate the following as the respective places for giving of

notice:

For COUNTY:

Seminole County Leisure Services Division

100 E. 1st Street

Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division

1301 E. Second Street

Sanford, FL 32771

Copy to ENGINEER:

GAI Consultants, Inc.

618 E. South Street, Suite 700

Orlando, FL 32801

For CONTRACTOR:

APEC LLC

5401 S. Kirkman Road, Suite 336

Orlando, FL 32819

Section 14. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of

interest in the performance of its obligations pursuant to this Agreement with COUNTY or which

would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes,

relating to ethics in government.

(b) CONTRACTOR certifies that no officer, agent, or employee of COUNTY has any

material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly

or indirectly in the business of CONTRACTOR to be conducted under this Agreement and that no

such person will have any such interest at any time during the term of this Agreement.

Construction Services Agreement for Spring Hammock Preserve Improvements (CC-5767-24/HSM)

Page 12 of 20

494

Section 15. Material Breaches of Agreement.

The parties recognize that breaches of the Contract Documents may occur and that

remedies for those breaches may be pursued under the Contract Documents. The parties further

recognize that the safety of the traveling public is of paramount concern. Therefore, the parties

agree that any breach of the Contract Documents related to life safety, including, but not limited

to the maintenance of traffic requirements of the Contract Documents will be considered a material

breach of the Contract Documents.

(a)

(b) Upon a material breach of the Contract Documents related to life safety as

determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any

specific portion of the work until the conditions are corrected. If the life safety conditions giving

rise to the Stop Work Order are not corrected within a reasonable time, as determined by

COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The

recognition of breaches of the provisions of the Contract Documents related to life safety as

material breaches will not be construed as a limitation on other remedies for breaches or material

breaches of the Contract Documents.

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold

harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses

and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons

employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. Public Records Law.

(a)

CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section

24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members

of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as

provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section

119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and

necessarily would be required by COUNTY in order to perform the services or provide the

materials required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on

the same terms and conditions that COUNTY would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by

law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to

COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If CONTRACTOR keeps and maintains the public records upon completion of this

Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

Construction Services Agreement for Spring Hammock Preserve Improvements (CC-5767-24/HSM)

Page 14 of 20

496

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a

format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this

Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in

Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY

PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND

CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising

under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution

procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section

22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY

administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims,"

Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR

hereby waives any claim or defense based on facts or evidentiary materials that were not presented

for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY

administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are

exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties

participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and

includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that

are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements,

whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment,

or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this

Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be

construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an

agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services

performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance

of services and functions pursuant to this Agreement will have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by

CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided

under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. 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 26. Compliance with Laws and Regulations. In providing all services pursuant

to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and

subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Construction Services Agreement for Spring Hammock Preserve Improvements (CC-5767-24/HSM)

499

Section 27. 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 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form

attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this

Agreement as Exhibit C, and the Americans with Disabilities Act Affidavit attached to this

Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this

Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If

COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract,

or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated

this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement

with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1)

year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR o

immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:	AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION (APEC) LLC
	By:
Witness	MAJID FOULADI, President
Print Name	Date:
Witness	
Print Name	

[Remainder of this page intentionally left blank]

SEMINOLE COUNTY, FLORIDA

	By:
Witness	ROBERT BRADLEY,
	Procurement Administrator
Print Name	
	Date:
Witness	
Print Name	
For the use and reliance of	As authorized for execution by the Board of
Seminole County only.	County Commissioners at its,
Approved as to form and	202, regular meeting.
legal sufficiency.	
County Attorney	
RM/GLK/dbd 2/26/24 4/17/2024	
Attachments:	
Exhibit A – Scope of Services	
Exhibit B – Bid Form	
Exhibit C – Trench Safety Act	
Exhibit D – Americans with Disabilities A	Act Affidavit
Exhibit E — Construction Forms Exhibit E — Affidavit of E Varification But the Construction	agrinamenta Camplianca
Exhibit F – Affidavit of E-Verification Re	equirements Compilance

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LEISURE SERVICES DEPARTMENT



GREENWAYS AND NATURAL LANDS DIVISION

Spring Hammock Preserve Scope of Services

Description

Seminole County Leisure Services Department is seeking a contractor to provide labor, materials and equipment necessary to complete improvements needed for the Spring Hammock Preserve located at 2985 Osprey Trail. The project shall include, but is not limited to paving Osprey Trail, installing ADA parking stalls, a new pavilion, replacing footbridges at multiple locations and construction of a new elevated boardwalk that terminates at the edge of Lake Jesup.

Note: Leisure Services is requesting an alternate bid for the boardwalk and foot bridges to be constructed with a Fiber Reinforced Polymer (FRP) product. The product manufacturer shall be Wagners Composite Fiber Technologies or an approved equal. The manufactures product must be FDOT approved. Separate specifications attached.

Requirements

- 1. This project shall be completed within 240 days from notice to proceed, this includes time for permitting. SJRWMD and Army Corps permits have already been issued. It shall be the contractor's responsibility to obtain all other permitting required to complete this project.
- 2. It shall be the contractor's responsibility to provide and maintain all the bonds, insurances and licenses required to complete this project.
- The property will remain open to the public through the duration of the project. It shall be the contractor's responsibility to provide proper signage and construction barriers to ensure public safety.
- 4. All materials, equipment and methods of installation shall comply with National Design Specifications for Wood Construction and Supplement 1986 Edition, National Forest Products Association codes and standards.
- 5. Any turbidity barriers required shall be installed before commencing any construction such as brush/tree removal, grubbing, digging, dredging, jetting, etc.

EXHIBIT A

LEISURE SERVICES DEPARTMENT



GREENWAYS AND NATURAL LANDS DIVISION

- 6. Contractor shall comply with all Florida Building Codes (latest Edition) and plan specification/notes provided by engineer.
- 7. All areas affected by work performed shall be returned to preconstruction conditions. This includes but is not limited to asphalt, concrete, curbing, grading, sod, etc.
- 8. Colors for pavilion will be selected by the County's project manager closer to construction.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	L.S	\$120,000.00	\$120,000.00
2	General Conditions	1	L.S.	\$120,000.00	\$120,000.00
3	Maintenance of Traffic	1	L.S.	\$10,000.00	\$10,000.00
4	Cleaning and Grubbing	1	L.S.	\$100,000.00	\$100,000.00
5	Structure Demolition	1	L.S.	\$50,000.00	\$50,000.00
6	Existing Tree Removal	50	Each	\$425.00	\$21,250.00
7	Silt Fence / Erosion Control	10,500	L.F.	\$3.50	\$36,750.00
8	Turbidity Barrier	300	L.F.	\$50.00	\$15,000.00
9	Turbidity Monitoring	1	L.S.	\$1,500.00	\$1,500.00
10	Earthwork / Excavate & Haul	1	L.S.	\$31,500.00	\$31,500.00
11	Construction Survey Layout	1	L.S.	\$15,000.00	\$15,000.00
12	Site Grading	1	L.S.	\$20,000.00	\$20,000.00
13	Asphalt Pavemenet - Paved Trail	3,800	S.Y.	\$27.00	\$102,600.00
14	8" Crushed Concrete Base - Paved Trail	3,800	S.Y	\$27.00	\$102,600.00
15	Concrete - Accessible Parking	1,375	S.F.	\$10.00	\$13,750.00
16	Concrete - Pedestrian Sidewalk	62	S.F.	\$10.00	\$620.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Striping & Regulatory Signage - Accessible Parking	1	L.S.	\$4,000.00	\$4,000.00
18	Pre-Cast Concrete Wheel Stops - Accessible Parking	3	Each	\$150.00	\$450.00
19	Rip Rap	1	L.S.	\$5,000.00	\$5,000.00
20	Boardwalk	11,460	S.F.	\$91.57	\$1,049,392.20
21	Pavilion	1	Each	\$50,000.00	\$50,000.00
22	Concrete Stairs	300	S.F.	\$30.00	\$9,000.00
23	Stair Handrails	4	Each	\$5,000.00	\$20,000.00
24	Boulder Replacement	4	Each	\$5,000.00	\$20,000.00
25	Wayfinding Signage	1	L.S.	\$10,000.00	\$10,000.00
26	Benches	7	Each	\$2,500.00	\$17,500.00
27	Fire Extinguishers & Cabinets	10	Each	\$500.00	\$5,000.00
28	Mulch	100	C.Y.	\$100.00	\$10,000.00
TOTAL			<u> </u>		\$1,960,912.20

ADDITIONS & ALTERNATES TO BASE BID ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
А	Wagners CFT Boardwalks (ILO Wood Boardwalks, #20)	11,460	S.F.	\$202.00	\$2,314,920.00

EXHIBIT B

[APEC LLC] RESPONSE DOCUMENT REPORT CC No. CC-5767-24/HSM

Spring Hammock Preserve Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$2,314,920.00

EXHIBIT C

TRENCH SAFETY ACT (if applicable for this project) SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs <u>are not a separate pay item.</u> The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Trench Box	LF	100	\$35.00	\$3,500.00
				
			то	TAL \$ 3,500.00
				,
Arman Pourmirza Representative Name)	American Persi	<u>an Engineerir</u> Bidder Name	ng & Construction LLC
Representative Signa	uture		04/09/2024 Date	<u>l</u>

EXHIBIT D

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: American Persian Engineering at	nd Construction LLC DBA APEC LLC
Signature:	my miles of the second
Printed Name: Arman Pourmirza	Towns with the
Title: Vice President	$m_{HIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII$
Date: 04/09/2024	
Affix Corporate Seal (if applicable)	
STATE OF Florida	
COUNTY OF Orange	
Sworn to (or affirmed) and subscribed before	me by means of $oxdot$ physical presence or $oxdot$ online
notarization, this 4 day of April , 2	024, by Arman Paurmiza.
KATHIE RODRIGUEZ Notary Public State of Florida Comm# HH366367	(name of person making statement) Natho Russy Signature of Notary Public Wathe Ravigue Print/Type/Stamp Commissioned Name of Notary Public
Personally Known OR P	roduced Identification
Type of Identification Produced:	iensc

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS CONSTRUCTION FORMS EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

C-01 (2)
C-08

Any manipulations of these documents would be grounds for fraud and misrepresentation.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for:	Payment Applica	tion No.:
County Contract No.: CIP No.:		
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	•
1. ORIGINAL CONTACT SUM		\$
2. NET CHANGE BY CHANGE ORDER		\$
3. CONTACT SUM TO DATE (Line 1 & Line 2)		\$
4. TOTAL COMPLETED AND STORED TO DATE		\$
5. RETAINAGE:		
(a) % of Completed Work	\$	
(b) % of Stored Material		
Total Retainage (Lines 5a + 5b, or Total in Column 1)		
6. TOTAL EARNED LESS RETAINAGE		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from Prior Payment Application)		·
8. CURRENT PAYMENT DUE		\$
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 mir		
The undersigned Contractor certifies that (1) all previous payments for Work Contractor incurred in connection with Work covered by prior payment applic Equipment incorporated in the project are free and clear of liens, security inte to pay in full, minus retainage, all amounts owed to its subcontractors and support of the project are free and clear of liens, security into the pay in full, minus retainage, all amounts owed to its subcontractors and support of the project are free and clear of liens, security into the payments of the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, security into the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and the project are free and clear of liens, and t	performed have been applied to cations (1 through) under rests and encumbrances; (3) all p	discharge in full all obligations on the this Agreement; (2) all Materials and previous payments have been applied
CONTRACTOR:	DATE:	
By: (Print)		(Signature)
STATE OF FLORIDA COUNTY OF		,
Sworn to (or affirmed) and subscribed before me by means of day of, 20, by	□ physical presence or □ o (nam	nline notarization, thise of person making statement)
Signature of Notary Public – State of Florida	Print/Type/Stamp Commis	sioned Name of Notary Public
Personally Known OR Produced Identification	Identification Type	·
COUNTY: In accordance with the Contract Documents, the ur	ndersigned recommend pa	yment as presented.
Engineer:	Date:	
Project Manager:	Date:	

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

Α	В			С	D	E	F	G		Н	l I
ITE M#	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE	WORK CO		MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE
				(original base bid value)	FROM PREVIOUS	THIS PERIOD	PRESENTLY STORED	AND STORED	(G / C)	TO FINISH	(IF VARIABLE RATE)
				bia vaido)	APPLICATION (D + E)		NOT IN D OR E	TO DATE (D+E+F)		(C - G)	10112)
					(D + L)			(DTLTI)			
-											
-											
	GRAND TOTALS										

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR:	Date:					
Contract No.:		Project Name:				
Change Order No.:		Wor	rk Order No.: (if ap	plicable)		
Original Contract / Work C	order Amount:				\$	
Amount prior to this Chan	ge Order, if differ	ent:			\$	
Change Order Amount:	Increase	Decrease	☐ No Chang	e	\$	
Revised Contract / Work C	Order Amount inc	luding this Change Orde	r:		\$	
Change Order Time:	☐ Increase	Decrease	☐ No Chang	e		Days
Date of Substantial Comp	etion through this	s Change Order:				
Date of Final Completion	hrough this Char	ge Order:				_
Acknowledgements: The afe by this Change Order; and it effect on the original Agreem. This Change Ordersignature of the Architect of County Project Name:	is expressly undersent other than matter does or or Engineer of Re	stood and agreed by the Co ers expressly provided here does not involve chang ecord and County Project Architect / Engine	ounty and the Contra in. ges to the design o t Manager.	ctor that the approva	al of this Chang	ge Order will have no
Address:						
Sign:						
Date:						
PURCHASING AND CON		ON:				
Signature:			Date			
As authorized by Section	rement Administ 3.554, Seminole		ode			
WITNESS:			WITNESS: _			
For Board approx	ved Items:	Meeting Date:		Item #		

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date:			Submittal #:				
ENGINEER OF RECORD:				CONTRACT	OR:		
Attentior	n:	Project Ma	nager	-			
Project N	Name:						
Contract	: No.:		CIP#		Contractor:		
Item No.	Copies		Description		Previous Submission No.	Specification Section(s)	Plan Sheet No.
Contract	tor's Author	ized Repre	esentative: _				
го ве (COMPLETI	ED BY EN	GINEER OF	RECORD:			
Item Copies Yes			ubmit No		Comme	nts	
∃nginee	r of Record	:			Date:		

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	OF
CONTRACTOR authorizes minor	It that amends the Contract Documents. This AFC issued by ENGINEER to variations in the Work and not a change in the Work. An AFC does not entitle it in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT
I. Minor Variations Author	orized:
II. Justification	
III. Acknowledgements: I	Mutually agreed to by the CONTRACTOR and the COUNTY.
This AFC authorized by:	
Includes attachments:	ARCHITECT/ENGINEER By: Date:
Receipt of this AFC:	
Acknowledged By:	CONTRACTOR By:
	Date:

FIELD ORDER NO.:

Seminole County Board of County Commissioners

CERTIFICATE OF SUBSTANTIAL COMPLETION

Construction Projects

Contractor:		Date:
Contract No.:	Project Name:	
Master Agreement (if applicable):		
CIP No.:		
This Certificate of Substant Documents or the following s		all work under the Contract
To:	chitect/Engineer of Record	(Print)
To:	ontractor	(Print)
	ECT/ENGINEER, and that W	by authorized representatives of ork is hereby declared to be ents on:
	Date of Sub	stantial Completion
and the failure to include an it complete and warrant all the Wo	em in it does not alter the res ork in accordance with the Contr octed by CONTRACTOR within	This list may not be all-inclusive, ponsibility of CONTRACTOR to act Documents. All items on the calendar days of the

2 Pages Form

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/EN	NGINEER on th	ne	day of		, 20
	ARCHITECT/	ENGINEER	<u>R</u> :		
		Print Nam	e		
		Signature			
Accepted by CONTRACTOR	on the	day of		_, 20	
	CONTRACTO	OR:			
		Print Nam	е		
		Signature			
Executed by County's PROJE	ECT MANAGER	R on the	day of		, 20
	PROJECT MA	ANAGER:			
		Print Nam	e		
		Signature			

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION

Construction Projects

Contr	actor:		Date:
Contr	act No.:	Project Name:	
Maste	er Agreement (if applicable):		
CIP N	o.:		
This	Certificate of Final Completi	on applies to all work under	the Contract Documents.
То:	Archit	ect/Engineer of Record	(Print)
То:	Contr	actor	(Print)
То:	Seminole County Board of C	County Commissioners or Des	signee
autho	rized representatives of CON		n (date) by r/ENGINEER, and that Work is ontract Documents on:
		Date of Final	Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on to	he day of	, 20
ARCHITECT/	ENGINEER:	
	Print Name	
	Signature	
Accepted by CONTRACTOR on the	day of,	20
CONTRACTO	DR:	
	Print Name	
	Signature	
Accepted by SEMINOLE COUNTY on the _	day of	, 20
WITNESSES:	BOARD OF COUNTY COMMISEMINOLE COUNTY, FLORID	
	Procurement Administrator	
	As authorized by Section 3.554, Se	minole County

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title:	County Contract No.: Construction Contract # OR Master Services Agreement # & Work Order #
	Construction Contract # OR Master Services Agreement # & Work Order #
Contractor:	CIP No.:
BEFORE ME, the undersign	ed authority in said County and State, appeared(Name of Affiant) who, being duly sworn and personally know to me (Title of Affiant) of al Company Name), a company and/or corporation authorized to do business
deposes and says that he/she is	_ (Name of Aman) who, being duly swom and personally know to me (Title of Affiant) of
(Full Lega	al Company Name), a company and/or corporation authorized to do business
under the laws of Florida, which is the	he CONTRACTOR on day o
, 20, that the depo	onent is duly authorized to make this affidavit by resolution of the Board of
Directors of said company and/or co has been complied with in every pa approved by the COUNTY's Archite otherwise, in connection with said	orporation; that deponent knows of their own knowledge that said Agreement articular by said CONTRACTOR and that all parts of the Work have been ect/Engineer; that there are no bills remaining unpaid for labor, Materials, or Agreement and Word, and that there are no suits pending against the ranyone in connection with the Work done and Materials furnished or
to the COUNTY simultaneously with COUNTY on account of said Agree estimate in the amount of \$ COUNTY from any further claims, of the county of the cou	nal estimate in the amount of \$ which has been submitted to the making of this affidavit constitutes all claims and demands against the ement or otherwise, and that acceptance of the sum specified in said fina will operate as a full and final release and discharge of the demands or compensation by CONTRACTOR under the above Agreement arantees under this Agreement shall start and be in full force from the date of outract Documents.
	Affiant
State of Florida County of	
Sworn to (or affirmed) and subscribed b	before me by means of \Box physical presence OR \Box online notarization, this day, by
	(Name of Affiant)
	Signature of Notary Public – State of Florida
	Print, Type, Stamp Commissioned Name of Notary Public
Personally Known OR	Produced Identification
Type of Identification Produced:	

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agree	ement Title:	Coun	ty Contract No.:	Services Agreement # & Work Order #
CIP N	No.:	•		
From	n:			
	Full Legal Name of C	Contractor		
То:	Seminole County Board of County Commis	ssioners		
	uant to the Contract, identified above, entered int Contractor and Seminole County for the following			
CON.	ITRACTOR CERTIFIES THAT:			
1.	All Work covered by Application For Payment Nontract Documents;	No:	has been performed ir	accordance with the terms of the
2.	The materialmen, subcontractors, mechanics, the County on account of Work performed;	and labor	ers have been paid from	previous payments received from
3.	All Material and Equipment obligations of the C County on account of Work performed; and	Contractor	have been paid from pre	vious payments received from the
4.	All just and lawful claims of the Contractor arisi Payment have been paid and satisfied.	ing out of	the performance of the W	ork covered by this Application for
IN WI 20	ITNESS WHEREOF, the undersigned has signed	l and seale	ed this instrument this	day of,
Witne	ess:			
		Signat	ture – Contractor's Repres	sentative
Witne	ess:	Printe	d Name & Title	
	e of Florida nty of			
	rn to (or affirmed) and subscribed before me by mof, 20_, by			online notarization, this
	Nam	ne of Perso	on making statement	_
		Signat	ture of Notary Public – Sta	ate of Florida
		Print,	Type, Stamp Commission	ned Name of Notary Public
	Personally Known OR Prod	duced Ide	ntification	
Type	of Identification Produced:			

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

nent Title:	County	Contract No.:	Services Agreement # & Work Order #
o.:	Constitut	CONTROL # ON MASIE	Services Agreement # & Work Order #
Full Legal Name of Su	ub-Contract	tor	
Seminole County Board of County Commis	sioners		
CONTRACTOR CERTIFIES THAT:			
The materialmen, subcontractors, mechanics, a the County on account of Work performed;	and laborer	s have been paid from	previous payments received from
All Material and Equipment obligations of the Co County on account of Work performed; and	ontractor h	ave been paid from pre	vious payments received from the
All just and lawful claims of the Contractor arisin Payment have been paid and satisfied.	ng out of the	e performance of the W	ork covered by this Application for
	and sealed	this instrument this	day of,
SS:	Signatur	e – Sub-Contractor's R	Representative
	J		•
	Printed I	Name & Title	
of Florida y of			
, 20 , by			□ online notarization, this
Name	of Person	making statement	
	Signatur	re of Notary Public – Sta	ate of Florida
	•		ned Name of Notary Public
Personally Known OR Produced:	uced Identi	fication	
	Full Legal Name of Su Seminole County Board of County Commis ant to the Contract, identified above, entered into intractor and Seminole County for the following p CONTRACTOR CERTIFIES THAT: The materialmen, subcontractors, mechanics, a the County on account of Work performed; All Material and Equipment obligations of the Ci County on account of Work performed; and All just and lawful claims of the Contractor arisin Payment have been paid and satisfied. TNESS WHEREOF, the undersigned has signed a ses: of Florida y of to (or affirmed) and subscribed before me by me	Full Legal Name of Sub-Contract Seminole County Board of County Commissioners ant to the Contract, identified above, entered into on the intractor and Seminole County for the following project: CONTRACTOR CERTIFIES THAT: The materialmen, subcontractors, mechanics, and laborer the County on account of Work performed; All Material and Equipment obligations of the Contractor hacounty on account of Work performed; and All just and lawful claims of the Contractor arising out of the Payment have been paid and satisfied. TNESS WHEREOF, the undersigned has signed and sealed and sealed of Florida To form the Country of Printed It is signatured. The materialmen, subcontractors, mechanics, and laborer the Country on account of Work performed; All Material and Equipment obligations of the Contractor hacounty on account of Work performed; The materialmen, subcontractors, mechanics, and laborer the Country on account of Work performed; All Material and Equipment obligations of the Contractor hacounty on account of Work performed; All just and lawful claims of the Contractor arising out of the Payment have been paid and satisfied. TNESS WHEREOF, the undersigned has signed and sealed of the Printed It is signatured. The personally Known OR Produced Identified the Printed It is signatured.	Full Legal Name of Sub-Contractor Seminole County Board of County Commissioners ant to the Contract, identified above, entered into on the day of intractor and Seminole County for the following project: CONTRACTOR CERTIFIES THAT: The materialmen, subcontractors, mechanics, and laborers have been paid from the County on account of Work performed; All Material and Equipment obligations of the Contractor have been paid from pre County on account of Work performed; and All just and lawful claims of the Contractor arising out of the performance of the W Payment have been paid and satisfied. TNESS WHEREOF, the undersigned has signed and sealed this instrument this Signature – Sub-Contractor's R Signature – Sub-Contractor's R To florida To for affirmed and subscribed before me by means of physical presence OR (, 20, by

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Waiver to be submitted with Final Pay Request

Agreement Title:	County Contract No.: Construction Contract # OR Master Services Agreement # & Work Order #
Contractor:	CIP No.:
is the (T	_ (Affiant), being duly sworn according to law, deposes and states that he/she itle) of (Full Legal Name of ntered into between the Contractor and Seminole County for the
Contractor), Contractor in a Contract e	ntered into between the Contractor and Seminole County for the (Agreement Title) and that he is authorized to and does make
this affidavit on behalf of the Contractor.	('.gc) a a a
THE AFFIANT FURTHER DEPOSES AND S	TATES THAT:
	ce with the terms of the Contract Documents, the Contractor alone has made is subcontractors have purchased all materials and fixtures and employed all
following: services, labor, fixtures, or ma	anufacturers and subcontractors who have furnished any one or all of the terials have been satisfied and paid in full for the Work performed, and for ed, and that the Contractor is not indebted to any person or firm in connection
	nature, contractual or otherwise, or for any personal injury, death or property he performance of the Work that might be the basis of any claim, suit, lien or ther the County or the Contractor.
 All Bonds and Insurance policies required within the time periods stated in the Contr 	d by the Contract are presently in effect and shall not be permitted to expire ract Documents.
	inducing the County to make Final Payment, and acceptance of such Final he County from any further liability under the Contract Documents.
IN WITNESS WHEREOF, the undersigned has 20	s signed and sealed this instrument this day of,
Witness:	
	Signature – Contractor's Representative
Witness:	Distribution 0 Title
	Printed Name & Title
State of Florida County of	<u>—</u>
Sworn to (or affirmed) and subscribed before day of, 20_, by _	me by means of □ physical presence OR □ online notarization, this Name of Person making statement
	Name of Person making statement
	Signature of Notary Public – State of Florida
	Print, Type, Stamp Commissioned Name of Notary Public
Personally Known OR	Produced Identification
Type of Identification Produced:	

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Copy of Waiver to be submitted with Contractor's Final Pay Request

Agreement Title:	County Contract No.: Construction Contract # (OR Master Services Agreement # & Work Order #
Contractor:	CIP No.:	
State of:	County of:	
on behalf of the Subcontractor. The undersigned, in consideration of the to claim a lien for labor, services, or mate above listed project to the following described.	(Agreement Title) and that he is final payment in the amount of \$erials furnished toeribed property:	o law, deposes and states that he/she is the
Property Address: Tax Parcel Number: Legal Description:		
IN WITNESS WHEREOF, the undersign	ed has signed this instrument this	
Signature of Subcontractor's Re	presentative	Title
STATE OF FLORIDA COUNTY OF:	_	
The Foregoing instrument was acknowled this day of is personally known to me or who has pr		cal presence OR □ online notarization, on (Name of Affiant), who as identification.
	S	signature of Notary Public – State of Florida
	Printed/Typed/Stam	ped Commissioned Name of Notary Public
		Title or Rank
		Serial Number (if any)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

County Contract No.:
Construction Contract # OR Master Services Agreement # & Work Order #
CIP No.:
(Name of Surety), having heretofore executed Performance and
vering the Project referenced above in the sum of
I percentage, to said Contractor. The Surety concurs that full payment ressly releases the County from all liability to Surety resulting from full
to the County to make payment of the final estimate to the Contractor of its obligations under its bonds as set forth in the Contract Documents ct. By execution of this Consent, Surety specifically acknowledges that, ailed to pay any subcontractors under this Project, the Surety will make, and hold the County harmless therefrom.
(Name of Surety) has caused this instrument to
and its duly authorized attorney-in-fact,
_ day of, 20
Signature – Attorney-in-Fact *Power of Attorney must be attached if signed by Attorney-in-Fact
re me by means of □ physical presence OR □ online notarization, on
O, by(Name of oroducedas
Signature of Notary Public – State of Florida
Printed/Typed/Stamped Commissioned Name of Notary Public
Title or Rank
Serial Number (if any)

EXHIBIT F

Continue I I annotate December I annotate and a second				
Agreement Name: Spring Hammock Preserve Improvements				
Agreement Number: CC-5767-24/HSM				
AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE				
The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.				
1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.				
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number <u>CC-5762-24/#5M</u> are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this				
By: Print/Type Name: Title:				
COUNTY OF Crange				
Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this day of horizon, 2024, by home Pourmize (Full Name of Affiant).				
KATHIE RODRIGUEZ Notary Public State of Florida Comm# HH366367 Expires 2/26/2027 KATHIE RODRIGUEZ Notary Public Print/Type Name My commission expires: 2/24/2027				

E-Verify Affidavit Revised 5/19/2021



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0607

Title:

Approve and Authorize the Chairman to execute the Interlocal Agreement with South Seminole North Orange County Wastewater Transmission Authority (SSNOCWTA) and the Other Three Member Entities. Countywide (Johnny Edwards, Interim Utilities Director)

Division:

Utilities - Business Office

Authorized By:

Johnny Edwards, Interim Utilities Director

Contact/Phone Number:

Johnny Edwards/407-665-2005

Background:

The Florida Legislature created the South Seminole North Orange County Wastewater Transmission Authority (SSNOCWTA), through Chapter 78-617, Laws of Florida, Special Acts of 1978 (Enabling Act) to coordinate sanitary sewer flow to the Iron Bridge Regional Wastewater Treatment Facility. In 2021, the Legislature amended the Enabling Act by Chapter 2021-259, Laws of Florida, to update several provisions and remove the City of Winter Springs from SSNOCWTA.

The current Interlocal Agreement (ILA) between Seminole County and SSNOCWTA was executed in 2003. This agenda item proposes updating the ILA to clarify responsibilities of each party, address legislative changes, and create one multi-party agreement, instead of several bi-lateral agreements.

Through this ILA, Seminole County will continue to have a capacity of 2.746 MGD, which is 20.8% of committed SSNOCWTA flow. It is expected that through the County's updating its Utilities Master Plan and SSNOCWTA's updating its Capital Plans, the County will need additional capacity through SSNOCWTA. An amendment is expected to be prepared as the aforementioned plans are developed. Through separate agreement with the City of Orlando, the County has 8.5055 MGD of capacity

File Number: 2024-0607

at the Iron Bridge facility. Based on recent meter readings, the County sends about 6.9 MGD to Iron Bridge. This is the sum of the County flow through SSNOCWTA and a separate, direct sewer pipeline (which also includes some flow from the City of Oviedo, through an ILA between Oviedo and the County).

To summarize the ILA changes:

- Reference 2021 legislation, which corrected the service area description, updated several definitions, and revised outdated administrative procedures, and revise ILA as needed.
- Clarify that SSNOCWTA owns and is responsible for its sanitary sewer pump stations and force mains.
- Clarify that each member entity (e.g. County or City) is responsible for routine
 maintenance of pump stations and force mains within their service area. Member
 entities will also maintain the connected sewer collection systems. When
 member entities are unable to perform (e.g. following a hurricane), SSNOCWTA
 will provide a contractor.
- Each member entity and SSNOCWTA Executive Director will sign one agreement, instead of having multiple ILAs

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Interlocal Agreement with South Seminole North Orange County Wastewater Transmission Authority and Three Other Member Entities.

AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT, made and entered as of the 1st day of October, 2003, by and between the SOUTH SEMINOLE AND NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY, a political subdivision of the State of Florida, hereinafter referred to as the "Authority," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "Customer."

WITNESSETH:

WHEREAS, the City of Orlando, Florida ("Orlando") and the "Customers" hereinafter named have, for several years, cooperated with each other with respect to the treatment of wastewater at a regional wastewater treatment and disposal facility in accordance with Public Law 92-500 (hereinafter defined as the "Facility"); and

WHEREAS, in order to evidence their respective understandings, they have, from time to time, executed interlocal agreements and addenda thereto (hereinafter referred to as "interlocal agreements") outlining (but necessarily often in general language) their respective rights, covenants and obligations with respect thereto; and

WHEREAS, the Authority was created by Chapter 78-617, Laws of Florida, Special Acts of 1978, to function as the agency through which the wastewater generated within the Authority's legislated boundaries will be transmitted to the Facility; and

WHEREAS, Orlando constructed the Facility, and, to that end, issued and sold its TWENTY-TWO MILLION DOLLARS (\$22,000,000) City of Orlando, Florida, Sewer Revenue Bonds, Series 1978; and

WHEREAS, it was necessary for the Authority to issue and sell its Authority Bonds in order to finance the construction of wastewater transmission facilities hereinafter defined as the "System" for the transportation of wastewater from the Customers to the Facility and for improvements to the System; and

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WHEREAS, an interlocal agreement was executed between the Authority and Orlando and uniform agreements were entered into between the Authority and each of its governmental Customers; and

WHEREAS, the Authority must undertake certain improvements to its System in order to assure continued operation of its System for the benefit of its Customers; and

WHEREAS, it is now in the interest of all parties to further clarify and specify in greater detail the mutual and respective rights, privileges, and obligations of the parties with respect to the utilization of the System and the payment therefor by entering into this Amended and Restated Interlocal Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth on the part of both parties to be kept and performed, the parties do mutually agree as follows:

SECTION 1. DEFINITIONS.

As used in this Contract:

"Act" or "Enabling Act" means Chapter 78-617, Laws of Florida, Special Acts of 1978, and subsequent amendments, if any, to the extent not consistent with obligations of contract among the parties.

"Authority" means the South Seminole and North Orange County Wastewater Transmission Authority created by the Act.

"Agreement" means this Amended and Restated Interlocal Agreement and any amendments or supplements hereto.

"Authority Bonds" means bonds or bond anticipation notes issued or to be issued by the Authority to finance the acquisition, construction or improvement of the System or other Project as provided by the Act.

"Board" shall mean the members of the governing body of the Authority appointed to represent each governmental entity encompassed by the Act.

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"Bond Resolution" means each resolution of the Authority authorizing its Authority Bonds, which shall initially mean Resolution 93-04 of the Authority duly adopted on June 18, 1993 as amended and supplemented from time to time.

"Committed Flow" means the average daily flow, expressed in millions of gallons per day (MGD) which Orlando agrees will be available at the Facility, throughout the term of this Agreement and the agreement between the Customer and Orlando for treatment of sewage collected within the Customer's retail sewer service area.

"Customer" means any governmental entity or private utility within the legislated service area of the Authority which delivers Wastewater to the facilities of the Authority for transmission, including, but not limited to, the City of Casselberry, the City of Winter Park, the City of Maitland, and Seminole County.

"EPA" means the United States Environmental Protection Agency.

"Facility" means the Wastewater treatment and disposal facility located at a site known as Iron Bridge in Seminole County, Florida.

"Facility Plan" means that document identified as "the facility plan, Orlando Easterly 201 Planning Area", dated July, 1977, EPA Project No. C120399022 as appended and amended from time to time and approved by EPA.

"MGD" means million gallons per day.

"Non-Ad Valorem Revenues" means all revenues and receipts of the Customer, other than ad valorem tax receipts, which are legally available to the Customer, and are otherwise unencumbered, for use by the Customer in satisfying the obligations of this Agreement.

"Orlando" means the City of Orlando, a municipal corporation created and existing under the laws of the State of Florida.

"Project" means any project previously undertaken by the Authority to finance the acquisition or construction of the System or related improvements, enlargements, or reconstruction of the System undertaken by the Authority as provided and authorized by the Act.

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"System" means the system of gravity and force mains and lift stations shown on pages VIII D-47 through 60 of Volume III, Technical Appendix of the Facility Plan, as the same may have been amended pursuant to Section 6(14) of Chapter 78-617, Laws of Florida, as of the effective date of execution hereof.

"Wastewater" means sewage or effluent of any nature or originating from any source, including residential wastes or industrial wastes resulting from any processes or industry, manufacture, trade, or business, or from the development of any natural resources.

SECTION 2. The Authority agrees:

(1) To operate and maintain the System in accordance with the Act and applicable law and lawful rules of all regulatory agencies having jurisdiction. The Authority will provide for the operation and maintenance of the System in such manner as to comply with the terms of Section 6, Subsection 11(C), of the Act, which provides that the Authority shall contract the operation and maintenance of its System to one or more of the represented participating governmental entities or to a private contractor.

The Authority has, in accordance with the Act, established a policy of contracting with the represented sponsoring governments within their respective service areas to avoid duplication of operating and maintenance personnel, equipment and facilities so that maximum use of existing systems shall be made and required services are made available at the lowest possible cost. The Authority has established a policy of contracting with private contractors pursuant to advertised competitive bidding procedures unless a majority of all of the members of the Board shall elect to waive bidding procedures for a particular contract and to obtain the professional or technical services required pursuant to competitive negotiation procedures substantially in accordance with Section 287.055, Florida Statutes, and any amendments thereto.

(2) To receive from the Customer, subject to Section 6 hereof, Wastewater or a metered bulk delivered basis at one (1) or more lift stations, as identified in Exhibit A attached hereto and incorporated herein, and agrees to transport said Wastewater through its System to the point of connection with the Orlando gravity interceptor manhole located on Dean Road

near the Orange-Seminole County line in conformity with law and the rules of all regulatory authorities having jurisdiction.

- (3) To continue to develop plans to provide Wastewater transmission service to present and future population centers within the Authority's boundaries in a timely manner and to continue to coordinate its planning and programs with those of the appropriate municipal, county, state, and federal agencies. Before the Authority's System shall be expanded beyond the scope of facilities defined as the "northerly interceptor system", in the Facility Plan, the Facility Plan shall be amended to include the proposed expansion in accordance with applicable federal and state laws and regulations. The amended Facility Plan shall be approved by the Authority, and said approval shall require the affirmative vote of a minimum of three (3) members of the Board. The local share of the costs of said expansions of the System shall be paid by the entity or entities to be served by the expansion, unless the Board unanimously approves allocating said costs uniformly to all Customers of the Authority's System.
- (4) To install, calibrate and read any existing meters and any meters that may be necessary in the future and other devices to provide data necessary in the determination of the flow of Wastewater and the calculation of charges due from the customer for the transportation, treatment and disposal of Wastewater and, on or before the fifth (5th) day of each calendar month, report the figures of the actual flows of each of the Customers for the preceding month to Orlando and to all of the Customers.

The Authority shall check the accuracy of each metering installation at least once every three (3) months or such other times as shall be requested by Orlando or the Customer. If found to be in error from true accuracy, the meter shall be recalibrated immediately in the presence of a representative of Orlando or the Customer (as the case may be) by the Authority. If an error of more than 2 percent (2%) is verified, the bills for one-half (1/2) of the period since the previous meter accuracy check shall be adjusted at current rates to reflect the volume of overread or underread exceeding two percent (2%). If the requested accuracy test is more frequent than the 3 month test and the accuracy is found to be within the limits of two percent (2%), the party requesting the test shall pay the cost of said test.

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(5) To prepare, approve, adopt, execute and, if necessary, amend an annual budget for the Authority for each fiscal year the Authority is in existence. The budget system shall be established in accordance with the Bond Resolution, shall control the finances of the Authority, shall conform with the requirements of law and this Agreement and shall be governed by sound financial practices and generally accepted accounting principles. The budget shall be balanced so that the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves. To the extent applicable, the budget shall conform to the Uniform Classification of Accounts referred to in Chapter 129, Florida Statutes.

SECTION 3. The Customer agrees.

- (1) To deliver up its Committed Flow of Wastewater to the System in accordance with the Facility Plan.
- (2) To make payments monthly to the Authority for transportation service by the Authority. Authority charges are made up of five (5) components as approved by EPA identified as follows:

Fee Component 1:

System operation and maintenance costs.

Fee Component 2:

System administrative costs not included in Component # 1 above.

Fee Component 3:

Debt service requirements relating to Authority Bonds.

- a. annual interest costs.
- b. annual principal costs.
- c. coverage factor of .25 of annual interest and principal costs.

Fee Component 4:

Other payments necessary to meet covenants made to secure holders of Authority Bonds, to-wit:

- a. Reserve Fund.
- b. Renewal and Replacement Fund.
- Depreciation Reserve Fund

Fee Component 5:

Hydraulic Peaking Factor Surcharge, if any.

Each of the foregoing components is more specifically defined and stated with respect to its method of computation and payment in Exhibit B attached hereto and incorporated herein and initialed by each party executing or endorsing this Agreement. The monthly payment of Authority charges shall be made as follows:

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- a. On the fifteenth (15th) day of each month, Customer shall pay Authority charges made up of Fee Component 3 and Fee Component 4 as more fully described in Exhibit B hereto attached;
- b. On the fifteenth (15th) day of each month, Customer shall pay Authority charges made up of Fee Component 1; Fee Component 2; and Fee Component 5, as more fully described in Exhibit B hereto attached.
- (3) Financial review and analysis of the operating costs of the Authority will be made annually, the first being the regular annual audit after the Authority began operation of the System and connected lift stations. Based on such analysis, the monthly charge per gallon for each component of the monthly charge except Fee Components 3 and 4 shall be adjusted prospectively upward or downward as determined by the Board in accordance with the manner provided in Exhibit B for the coming budget year.

The Authority shall invoice the Authority charges outlined in Sections 2 and 3 on or before the fifth (5th) day of each calendar month and the Customer shall pay such invoices on or before the fifteenth (15th) day of that month.

Regardless of whether the actual flow of Wastewater delivered by the Customer to the Authority in any month shall be less than the Committed Flow which the Customer has agreed to deliver to the Authority, the Customer shall pay the Authority charges computed as provided in Exhibit B, based upon its Committed Flow.

It is anticipated that payment of Fee Components 3 and 4 may result in accumulation of a surplus after all requirements of the Bond Resolution have been met. On the twentieth (20th) day of each month but only after all requirements of the Bond Resolution are fully satisfied and there remains a surplus in the Revenue Fund, then that surplus shall be refunded by the Authority to its Customers in the same proportion as each Customer's proportional share of the total payment for Fee Component 3 and 4.

- (4) To maintain its sewage collection System, force mains, and lift stations in such manner as to comply with county, state and federal regulatory agency requirements germane to general operations and infiltration inflow.
- (5) To require pretreatment of industrial wastes when such wastes are not amenable to treatment with normal domestic sewage or are otherwise incompatible with the Facility's treatment operation and to refuse to accept industrial wastes when not sufficiently pretreated to standards as required by PL 95-217 and the general pretreatment regulations (40 CFR 403).
- (6) To direct a surveillance and enforcement program to insure compliance by its industrial customers. The surveillance and enforcement program will provide monthly reports of wastewater strength to the Authority as may be required by federal law and regulations.
- (7) To provide operation and maintenance of each of the lift stations as identified in Exhibit A. Major repairs or replacement costs of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) or more to any one of the System's lift stations shall be contracted by the Authority at its expense. If such repairs or replacements or necessary upgrades are made necessary as a result of a Customer's negligence or inadequate operation and maintenance as determined by an expert consulting professional engineer retained by the Authority in accordance with standard operating procedures prevailing in the industry, then the Customer shall pay for such additional costs necessitated thereby, or payment of such additional costs by the Authority shall be subject to unanimous approval of the Authority.

The Authority will be responsible for the operation and maintenance of any lift station which provides service to two (2) or more entities in such manner as to comply with the terms of Section 6, Subsection 11(b) of the Act. The lift stations which are pumping Wastewater from two (2) or more entities, and which are subject to the provisions of this Section, are identified in Exhibit C attached hereto and incorporated herein.

SECTION 4. The Customer further covenants and agrees:

- (1) Pursuant to Section 9 of the Act, to develop and establish a user charge system, as required and approved by EPA, charge and collect from all users of its collection system user charges and other charges sufficient at all times to pay:
 - a. the cost of operation and maintenance of its wastewater collection system;
 - b. the debt service requirements, if any, of all its outstanding bonds secured by a pledge of revenues of its Wastewater collection system; and
 - c. all sums becoming due to the Authority pursuant to this Agreement.
- charges, and, only to the extent absolutely necessary (when all of the Customer's funds derived from such user charge system as described above shall have been exhausted) from other legally available Non-Ad Valorem Revenues of the Customer, all sums from time to time becoming due under this Agreement before the same becomes delinquent. Such covenant and agreement shall not be construed to give the Authority a prior claim on the Customer's Non-Ad Valorem Revenues, nor shall it be construed so as to give the Authority or its bondholders the power to require the Customer to levy and collect any Non-Ad Valorem Revenues other than those generated by the user charge system referred to in Subsection 1 immediately above. Accordingly, such covenant and agreement shall not be construed to create a lien on or pledge of any of the Customer's such other Non-Ad Valorem Revenues nor be construed to prevent or preclude Customer from hereafter issuing obligations payable from and secured by a prior lien upon and pledge of any portion of any of such legally available Non-Ad Valorem Revenues.

SECTION 5. The parties hereto mutually agree:

(1) That Orlando has or will reserve, for the use of itself and the Customers, the portions of the capacity of the Facility stated in the following Table:

		PERCENT	AGE OF
		COMMITTED	COMMITTED
	COMMITTED	FACILITY	SYSTEM
CUSTOMER	FLOW	CAPACITY	<u>CAPACITY</u>
Casselberry	3.3950 MGD	9.913%	25.714%
Winter Park	5.9620 MGD	17.408%	45.156%
Maitland	1.1000 MGD	3.212%	8.332%
Seminole County	2.7460 MGD	8.018%	20.798%
SUBTOTAL	13.2030 MGD	38.551%	100.000%
NOT CUSTOMERS			
OF AUTHORITY			
Orlando	20.6715 MGD	60.336%	
Orange County	0.375 MGD	1.093%	
Reserve for Future Allocation			
by Seminole County	<u>5.7505 MGD</u>		
TOTAL	40.0000 MGD	100.000%	100.000%

Changes or adjustments of the Committed Flows allotted to the named entities, or allocations to new Customers shall be made pursuant to interlocal agreements or corporate agreements, pre-existing or hereafter made substantially in the form of this Agreement; provided, however, Seminole County will advise the Authority of an allocation of the above "Reserve for Future Allocation by Seminole County" to insure adequate protection for the Authority Bonds, in the event that any Customer is assigned by Seminole County any part of the 5.7505 MGD reserved by Seminole County pursuant to its agreement with the City of Orlando. When all or any part of the 5.7505 MGD, "Reserve for Future Allocation by Seminole County", is allocated for use by any Customer through the System, the amount so allocated shall become Committed Flow of that Customer and the Authority shall then recalculate all Customers' percentages of Committed System Capacity so that the Customer receiving such allocation pays its proportionate share of Authority charges corresponding to its total Committed Flow. The Authority shall notify its Customers of such recalculation by providing

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to each Customer an amendment to the table contained in Section 5(1) hereof, showing the effects of such recalculation.

Whenever all or any part of the 5.7505 MGD "Reserve for Future Allocation by Seminole County" shall be temporarily assigned by Seminole County for the use of any Customer, then such "Reserve" Capacity shall be included as part of the Committed Flow (Committed System Capacity) of the assignee Customer for purposes of computing Authority charges due from that Customer. Whenever such temporary assignment shall be made, the Authority shall then recalculate all Customer's percentages of Committed System Capacity for purposes of computing Authority charges due from the Customers so that the Customer receiving such temporary assignment shall pay its proportionate share of Authority charges for debt service during the time such temporary assignment shall be in effect. It shall be expressly understood that nothing herein shall be construed as creating a legal claim of the assignee Customer entitling that Customer to a permanent claim of such Reserve Capacity, nor shall it be construed as restricting or eliminating the right of Seminole County to subsequently reassign or allocate such Reserve Capacity in accordance with the terms of the agreement between Seminole County and Orlando. It is further expressly understood that such temporary assignment shall not alter the actual allocation of Committed Flows as specified in the existing agreements between the Customers and Orlando.

- (2) That the lift station(s) identified in Exhibit A of the Agreement at the point(s) of connection and any existing force main being utilized as part of the "northerly interceptor system" will become the property of the Authority in accordance with the terms of Section 6, Subsection 14, of the Act.
- (3) That any temporary cessation of Wastewater transmission services resulting from necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, acts of God, fire, strikes, casualty, insurrection, riot, civil disorder, or military Authority shall not constitute a breach of this Agreement on the part of either party, and neither party shall be liable to the other for damage resulting from such temporary cessation of services.

- (4) To cooperate with each other and with Orlando in the future development and utilization of the capacity of the Facility and to that end will provide each other with advance planning data as to projected growth and additional flow requirements so that the Authority can continuously predetermine its needs to provide transportation capacity.
- (5) To provide each other with all necessary information pertinent to each system and service area which any federal, state, or local agencies shall require in any application for financial assistance in the construction of the System or the Customer's collection facilities. Further, the Customer and the Authority agree to use their best efforts to adopt such rules and regulations, execute such agreements, and do such work as said agencies may require as part of the Authority's or the Customer's applications for funds and, to the extent not unreasonable, to meet such requirements with regard to future applications for funds. Such actions shall not be unreasonably withheld by the Authority or the Customers.
- (6) The obligation of the Customer to pay all sums due under this Agreement shall not constitute a general obligation or an indebtedness of the Customer within the meaning of any constitutional or statutory limitation or provision.

SECTION 6.

- (1) The Authority may receive from any Customer within the Authority's service area and deliver to Orlando, Wastewater in excess of that Customer's Committed Flow if, but only if:
 - a. The total flow of Wastewater through the System to the Facility does not exceed the total Committed Flow of all Customers; and
 - b. (1) The excess flow does not exceed two percent (2%) of the Committed Flow of the Customer for the fiscal year; and (2) with the consent of Orlando and the Authority, one or more other Customers assigns to that Customer, temporarily or permanently, a corresponding portion of its or their Committed Flow. In such event, the Customer receiving an assignment of Committed Flow shall pay, for account of the assignor, a pro rata part of assignor's Authority charges corresponding to the amount of

Committed Flow assigned. Provisions of this paragraph shall not apply to the allocation of the Reserve for Future Allocation of Seminole County. Seminole County will promptly advise the Authority of any allocation of its Reserve for Future Allocation in order to allow the Authority to make the proper adjustments to its Customer billing schedule in a timely manner, as required by the Bond Resolution and the Agreement.

c. If the Customer shall deliver to the System on any day, Wastewater in excess of its Committed Flow (and each time this occurs), the Authority shall on the following day notify the Customer of the amount of such excess flow. Should such excess flow occur on 25 of any consecutive 30 days the Authority shall proceed by injunction or other legal process to restrain further delivery to the System of Wastewater in excess of the Customer's Committed Flow. Should the delivery by the Customer to the System of excess flow for a lesser period impair or threaten the ability of the Authority to keep its deliveries to the Facility within the maximum allowed by contract between the Authority and Orlando, the Authority may, at its option, take such legal action. Should delivery of excess flow by one Customer to the System cause consequential damages to another Customer, that other Customer may, in as much as each Customer is a third party beneficiary under each of the other Customer Agreements with the Authority, bring an action for damages resulting from such a breach of this Agreement against that Customer in a court of appropriate jurisdiction.

Delivery of excess flow for more than five days out of each thirty days will result in the Customer delivering such excess flow being charged an additional charge for each occurrence equal to the operation, maintenance and administrative charges identified as Fee Components 1 and 2 for that Customer for one month. In addition, the standard operation, maintenance and administrative charges identified as Fee Component 1 and 2 of the Authority will be adjusted to reflect total Wastewater delivered during the month. The Customer so charged for such excess flow will have the right to an appeal to the Authority Board and the decision of the Board will be final.

(2) Orlando will not exceed its Committed Flow by an amount which will impair its ability to receive the aggregate of the Committed Flow of all the Customers without the unanimous vote of all members of the Board nor will the Authority deliver to the Facility Wastewater in excess of the aggregate of the Committed Flow of all its Customers without the written consent of Orlando.

SECTION 7.

The prompt payments to the Authority by the Customer of all Authority charges becoming due under the term of this Agreement is of the essence of this Agreement. If any payment is not made in full when due, the deficiency shall be reasonable costs and expenses, including attorney's fees, incurred by the Authority by reason of Customer's failure to pay in full all payments when due. This provision shall not be construed so as to limit the rights of the Authority to proceed immediately as provided in Section 10 of the Act to enforce the payment of amounts in default.

SECTION 8.

This Agreement is entered into pursuant to and is designed to accomplish the purposes of Chapter 78-617, Laws of Florida, which Statute, as it now exists, is deemed to be a part of this contract and, to the extent of any conflict, shall control over the terms of this contract.

Any sale of Authority Bonds which is negotiated shall comply with Chapter 218, Part III, Florida Statutes, and all amendments thereto. A contemplated negotiated sale of Authority Bonds shall require prior written notice of all Customers of the Authority and approval of the terms and conditions of such negotiated sale by a majority vote of all the members of the Board.

The Authority shall, ninety (90) days prior to the sale of Authority Bonds, notify each Customer in writing of such anticipated sale date; whereupon, each Customer may, at its absolute discretion, pay all or any part of its proportionate share, as determined by provisions of the next sentence, of the principal amount of the proposed Authority Bonds in order to reduce the principal amount of the authorized Authority Bonds. The Customer's proportionate share of the principal amount of the Authority Bonds shall be the amount determined by

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multiplying such principal amount of proposed Authority Bonds by the Customer's share of Committed System Capacity as set forth in Section 5.1(1) of the Agreement. In the event the Customer pays to the Authority all of its proportionate share of the principal of the proposed Authority Bonds, the Customer shall no longer have an obligation under the Agreement to pay Fee components 3a, b, c and Fee Component 4a. In the event the Customer pays only a part of its proportionate share of the principal of the proposed Authority Bonds, the Customer's obligation to pay the Fee Components referred to in the preceding sentence shall be reduced by the ratio of the amounts paid compared to the amount which represents the Customer's total obligation for principal payment. For example, if the Authority proposed borrowing \$1 million and if the Customer's percentage of committed System Capacity was twenty percent (20%), the Customer's principal obligation on the proposed borrowing would be \$200,000 and if \$100,000 or fifty percent (50%) of such amount was paid to the Authority as principal payment, the Customer's obligation for Fee components 3a, b and c and Fee Component 4a would be reduced by 50%.

Thirty (30) days in advance of the anticipated sale date of the proposed Authority Bonds or the proposed closing date if the financing contemplated other than through the issuance of a series of Authority revenue bonds, the Customer shall give the Authority written notice of Customer's intention to make payment of part or all of Customer's proportionate share of the Authority's proposed Authority Bonds. The Customer shall make all payments to the Authority in immediately available funds which shall be received by the Authority no later than fourteen (14) days prior to the date of the delivery to the original purchasers (the "Closing") of either the proposed Authority Bonds, which Closing date shall be given to the Customer in writing. Such payment by the Customer to the Authority shall be deposited in an interest-bearing escrow account of the benefit of the Authority and all interest accrued on escrowed funds until closing and delivery of the revenue bonds or the loan agreement shall accrue to the benefit of the depositing Customer.

In the event that this Agreement should become null and void or without effect for any reason, then all prior agreements between the Customer and Orlando shall remain in full force and effect.

SECTION 9.

This Agreement shall be and remain in full force and effect until such time as the Authority and each of the Customers agree to cease operation of the System but in no case before all Authority Bonds are no longer outstanding provided, however, this Agreement may be modified by amendment agreed to by the parties and approved by all the Customers and Orlando, but no amendments shall reduce the payments required to be made to the Authority to such extent as to impair the debt service requirements of the Authority Bonds or the fiscal ability of the Authority to operate and maintain the System in its most efficient manner. No amendment to this Agreement shall be made without a similar amendment to the corresponding agreement with each Customer executed with the same formality as this Agreement.

This Agreement may be assigned by the Customer with the written permission of the Authority (which shall not be unreasonably withheld) upon a showing satisfactory to the Authority that the assignee has a capability equal to that of the assignor to fully comply with all assignor's covenants and agreements herein and upon submission to the Authority of a written assumption by the assignee of all the obligations of the assignor under this Agreement; provided, however, if the assignee is a private utility Customer such private utility Customer shall execute, as a condition of agreement, the form of contract executed by other private utility Customer(s). Upon such valid execution this Agreement shall become null and void. This Section shall not affect the rights of the Customer to assign or receive assignment of Committed Flow of Wastewater from other Customers as herein elsewhere provided.

SECTION 10.

Nothing herein shall be construed so as to impair the full performance of the covenants of the Customer contained in its contracts with the holders of outstanding bonds of the Customer.

SECTION 11.

This Agreement shall supercede the Interlocal Agreement dated September 10, 1981 by and between the Authority and Customer and all amendments, if any, thereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in ten (10) counterparts, each of which shall be deemed an original, as of October 1, 2003.

SOUTH SEMINOLE & NORTH ORANGE COUNTY WASTEWATER TRAMSISSION AUTHORITY

(SEAL)

By:

Chairma

ATTEST:

Executive Director

SEMINOLE COUNTY

(SEAL)

By:

Title: Daryl G. McLain, Chairman

ATTEST:

Title:

Approved as to form and legal sufficiency:

County Attorney

10-27-03

EXHIBIT A CONNECTION AND METER POINTS TO TRANSMISSION SYSTEM

<u>CITY NAME</u>	STATION NAME	STATION NUMBER
Casselberry		
Connection Poinst	•	
	Marigold	4
	Eagle	6
	Howell Creek	8
	Sagittarius	10
	Eastbrook	12
Meter Points	Central V	
	Deer Run	
Seminole County		
Connection Points	Indian Hills	2
	Tanglewood	5
	Consumers	13
	Willa Springs	14
	Lakes of Aloma	15
	Tuskawilla Point	20
Meter Points	Aloma Bend	
	Sunshadow	
	Lake Howell	
	Aloma Park	
	Bear Creek	
	Kewannee	
	Wyndot	
<u>Maitland</u>	Maitland-Deloraine Trail	
Winter Park		
Connection Points	Winter Park Central	7
	Winter Park Estates	7
	Monterey	9
	Villa Cordova	17
	Forsyth Road	18
Meter Point	Winter Park Aloma	21
Master Meters 1 North (located at Aloma & Tuskawilla R		
•	1 South (located at Aloma & Tuskawilla Road)	

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EXHIBIT B FEE COMPONENTS

Authority and CUSTOMER agree that rates for transmission of CUSTOMER'S sewage will be based on a reasonable application of the Fee Components set forth below, with such rates being set by the Authority Board, and in accordance with a definitive agreement to be executed between the parties prior to actual transmission of sewage to the Regional Facilities. Authority agrees to afford CUSTOMER the lowest rates for transmission of CUSTOMER'S sewage as Authority makes available to any other user of the same classification whose Service Area lies within the Service Area of the Authority.

FEE COMPONENT 1 AUTHORITY OPERATION AND MAINTENANCE

<u>CRITERIA</u> — ALL CUSTOMERS

Basic rate per gallon will be arrived at by dividing the total of all Committed Flows through the Transmission System into budgeted Operation and Maintenance Expenditures reduced by revenue from other than provision of Sewer Transmission Service. Should Actual Revenues exceed or be less than Actual Expenditure, the surplus or deficit so realized, as reflected in supplemental information contained in the Authority's annual report of audit, with necessary additional detail to be verified by the Authority's Executive Director, and as adjusted to maintain a reasonable fund balance in the Working Capital Account, will be credited or invoiced to the CUSTOMERS in the next budget year. Such "reasonable fund balance" in the Working Capital account shall not exceed the greater of two (2) months' budgeted requirements for Operations and Maintenance or TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), based on the Authority's budget for the fiscal year involved, and shall be utilized only for expenses of Operations and Maintenance as and if required.



DEFINITIONS — ALL CUSTOMERS

- 1. <u>Committed Flows</u> The Average Daily Flow, expressed in millions of gallons per day (MGD) which Orlando agrees will be available at the Iron Bridge Plant, throughout the term of this Agreement and the Agreement between the Authority and Orlando for treatment of sewage collected within a CUSTOMER'S Retail Sewer Service Area during a 12-month period. The 12-month period shall be the Authority's fiscal year.
- 2. Operation and Maintenance Expenditures Those expenditures incurred in the Operation and Maintenance of the Transmission System and appurtenant facilities, including, but not limited to, the following types of cost: Executive Salaries; Salaries and Wages Regular Employees; Salaries and Wages Extra Help; Overtime-Regular Employees, Employee Benefits; Insurance; Traveling Expense; Training; Telephone and Telegraph; Postage; Auto Allowance; Motor Transport Hire; Rents and Leases; Electric; Gas; Water and Sanitation Charges; Subscriptions and Memberships; Repairs and Maintenance; Advertising and Legal Notices; Professional Services; Other Services; Cleaning and Janitorial Supplies; Electrical; Hardware and Plumbing; Agricultural and Horticultural Supplies; Medical Supplies; Chemicals; Paint; Fuel for Heating, Gasoline, Lubricants and Grease; Tires and Parts for Equipment; Uniforms and Clothing; other materials and supplies and small tools. These Operation and Maintenance Expenditures will be maintained in a separate cost center limited to those utilized directly in the operation, management and maintenance of the Transmission System.
- 3. <u>Budgeted Operation and Maintenance Expenditures</u> Expenditures that are budgeted by the Authority for a 12-month period for which rates are to be set and shall be based on the Authority fiscal year.



FEE COMPONENT 2

SYSTEM ADMINISTRATION COSTS NOT INCLUDED IN FEE COMPONENT 1 ABOVE

<u>CRITERIA</u> — ALL CUSTOMERS

Two (2) types of administration costs will be recognized:

1. Authority Administration and Supervisory Personnel. Administrative Personnel costs, including direct compensation, fringe benefits and payroll taxes, and materials and supplies will be accumulated in a separate cost center. The Fee Component will be calculated on a per-gallon rate by taking the annual expense (A) under this cost center and dividing this by the total of all Committed Flows through the Transmission System (Q), i.e., Administration Costs – Type I = A/Q.

2. Specific Administration Costs Authorized by the Authority Board of Directors and Enabling Legislation. The Fee Component for specific administration costs authorized by the Authority Board and the Act will be calculated on a per-gallon rate in the same manner as Administration Costs – Type I at one hundred percent (100%) of such costs.

<u>DEFINITIONS</u> — ALL CUSTOMERS

1. <u>Personnel Costs, Including Personal Services, Materials, and Supplies</u> — Are made up of those types of items as identified under the definition of Operation and Maintenance Expenditures described under Fee Component 1.

2. <u>Total Number of Authority Employees</u> — Will be the total number of Board-approved positions that are allocated in the separate cost center which is to be established for the Authority.

AUTHORITY: VICUSTOMER

FEE COMPONENT 3 ANNUAL DEBT SERVICE CHARGES

<u>CRITERIA</u> — ALL CUSTOMERS

1. <u>Annual Principal Costs.</u> — On the fifteenth (15th) day of each month, commencing the month following the effective date of this Agreement, CUSTOMER agrees to make payment to the Authority of the CUSTOMER'S share of the Annual Principal Costs, and to continue paying the same thereafter, irrespective of CUSTOMER'S use or nonuse of the Transmission System on that or any later date.

CUSTOMER'S share of the Annual Principal Costs shall be determined by dividing its Committed Flow by the aggregate of all Committed Flows of all Authority CUSTOMERS. At the time of execution hereof the number of CUSTOMERS and the Committed Flows are known and are listed in the Table contained in Section 5(1) of this Agreement. Each CUSTOMER'S share of the Annual Principal Costs would be that "Percentage of Committed System Capacity" appearing opposite its name in the Table contained in Section 5(1) of this Agreement.

The CUSTOMER'S monthly payment will be computed as follows: Monthly Principal Payment = Annual Bond Principal times 1.25 times percentage share divided by twelve (12). This would commence accumulation of the Principal Payment due October 1 of each year. These payments will continue until the Authority Bonds are no longer outstanding or defeased. Credit will be given when the Reserve Fund is applied to the final payment(s) due under the Authority Bonds of the respective series to which such deposit relates.

2. <u>Annual Interest Costs</u>. On the fifteenth (15th) day of each month, commencing in the month following the effective date of this Agreement, CUSTOMER agrees to commence payment to the Authority of the CUSTOMER'S share of the Interest due, as Annual Interest

AUTHORITY: AUTHORITY: CUSTOMER:

Costs, and to continue paying the same thereafter, irrespective of CUSTOMER'S use or nonuse of the Transmission System on that or any later date.

CUSTOMER'S share of the Annual Interest Costs shall be determined by dividing its Committed Flow by the aggregate of all Committed Flows of all Authority CUSTOMERS. At the time of execution hereof the number of CUSTOMERS and the Committed Flows are known and are listed in the Table contained in Section 5(1) of this Agreement. Each CUSTOMER'S share of the Annual Interest Costs would be that "Percentage of Committed System Capacity" appearing opposite its name in the Table contained in Section 5(1) of this Agreement.

The CUSTOMER'S monthly payment will be computed as follows: Monthly Interest Payment = Semi-Annual Bond Interest times 1.25 times percentage share divided by six (6). This would commence accumulation of the Semi-Annual Interest Payment due each October 1 and April 1. These payments will continue until Authority Bonds are no longer outstanding or defeased. Credit will be given when the Reserve Fund is applied to the final payment(s) due under the Authority Bonds of the respective series to which such deposit relates.

3. The factor of 1.25 shown in the two (2) equations above is the current debt service coverage currently required by the Authority's Bond Resolution. Amounts paid by CUSTOMER in excess of annual debt service requirements may be used by the Authority to pay capital costs, renewal and replacement costs or other costs authorized by the Act

CUSTOMER shall be provided notice of any change to the debt service coverage factor required with respect to the issuance of any proposed series of Authority Bonds which notice shall contain an explanation for the proposed change.

AUTHORITY: WWW.

FEE COMPONENT 4 OTHER PAYMENTS NECESSARY TO MEET COVENANTS MADE TO SECURE HOLDERS OF AUTHORITY BONDS

<u>CRITERIA</u> — ALL CUSTOMERS

- 1. Reserve Fund. On the fifteenth (15th) day of each month, the CUSTOMER will pay 20.798% to the Authority one-twelfth (1/12) of 20% of its share of the Bond Interest and Principal for deposit in the Reserve Fund. No payment shall be required for the Reserve Fund so long as the amount in the Reserve Fund is equal to the Reserve Requirement required to be maintained by the Bond Resolution.
- 2. Renewal and Replacement Fund. On the fifteenth (15th) day of each month, the CUSTOMER will pay to the Authority its share of an amount equal to one-twelfth (1/12) of five percent (5%) of the Gross Revenues received during the immediately preceding fiscal year. CUSTOMER'S share of said amount shall be its percentage of Committed System Capacity as shown in the Table in Section 5(1). No payment shall be required for the Renewal and Replacement Fund so long as the amount in the Renewal and Replacement Fund is maintained at the level required by the Bond Resolution or such other amount as may be determined by resolution of the Board in accordance with the Bond Resolution.
- 3. Any deficiencies in the Reserve Fund or the Renewal and Replacement Fund shall be subsequently restored from the first monies available in the Revenue Fund as described in the Bond Resolution.
- 4. For the retirement of the Authority's obligations under the Bond Resolution, the Authority will budget the Revenue Fund to take into account that all funds remaining on

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deposit in the Reserve Fund shall be applied to the last payment of Principal and Interest on the Authority Bonds.

5. <u>Depreciation Reserve Fund.</u> – On the fifteenth day (15th) day of each month, the CUSTOMER will pay to the authority one-twelfth (1/12th) of 20.798% of its share of the Depreciation Reserve Requirement. Amounts collected by the Authority pursuant to this section shall be credited to a separate account and shall be used by the Authority to pay the costs of capital Projects.

DEFINITIONS — ALL CUSTOMERS

1. The Depreciation Reserve Requirement shall mean the amount determined each year by the Authority but shall in no case exceed the allowance for depreciation as determined in accordance with generally accepted accounting principles based on the Authority's audited financial statements for the immediately preceding Fiscal Year.

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FEE COMPONENT 5 HYDRAULIC PEAKING FACTOR SURCHARGE

<u>CRITERIA</u> — ALL CUSTOMERS

1. For each day that a CUSTOMER discharges sewage to the Transmission System for a consecutive 4-hour period at a Flow Rate in excess of two hundred percent (200%) of the ADPF, up to two hundred fifty percent (250%), the CUSTOMER will pay a surcharge of one percent (1%) on its Monthly Service Charge. For each five percent (5%) or fraction thereof in excess of two hundred fifty percent (250%) for a consecutive four-hour period that the Flow exceeds the ADPF, the CUSTOMER will pay an additional one percent (1%) surcharge.

<u>DEFINITIONS</u> — ALL CUSTOMERS

1. Average Daily Peak Flow (ADPF) — The total flow during the four (4) consecutive months of greatest flow during the 12-month period ending September 30, divided by the total number of days in such 4-month period. Average Daily Peak Flow in such 4-month period will be based on the CUSTOMER'S previous record until the CUSTOMER shall have been connected to the Transmission System for a 12-month period ending September 30.

AUTHORITY: CUSTOMER

EXHIBIT C MULTIPLE SERVICE CONNECTION POINTS TO TRANSMISSION SYSTEM

STATION		AUTHORITY
NAME	<u>SERVING</u>	<u>NUMBER</u>
Indian Hills	Seminole County	5
	Casselberry	
Howell Creek	Seminole County	8
	Casselberry	

FINAL

Prepared by: Anthony A. Garganese, Esq. Garganese, Weiss, D'Agresta and Salzman 111 N. Orange Ave., Suite 2000 P.O. Box 2873 Orlando, Florida 32802-2873

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY AND SEMINOLE COUNTY, FLORIDA, AND THE CITIES OF CASSELBERRY, MAITLAND AND WINTER PARK

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", made and entered as of the _____ day of ______, 2024, by and between the SOUTH SEMINOLE AND NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY, an independent special district of the State of Florida, hereinafter referred to as the "AUTHORITY", and SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), CITY OF CASSELBERRY, a Florida municipal corporation ('Casselberry"), CITY OF MAITLAND, a Florida municipality ("Maitland"), and CITY OF WINTER PARK, a Florida municipal corporation ("Winter Park"), hereinafter collectively referred to as the "MEMBER ENTITIES or Parties, or hereinafter singularly referred to as a "MEMBER ENTITY"."

WITNESSETH:

WHEREAS, the City of Orlando, hereinafter referred to as "Orlando," and the "member entities," collectively, the City of Maitland, City of Casselberry, City of Winter Park, and Seminole County, for several years, cooperated with each other and with state and federal agencies in the planning, development, construction and operation of a regional Wastewater treatment and disposal facility in accordance with Public Law 92-500 (this facility is hereinafter referred to as the "Facility" or "Iron Bridge" and is defined in Section 1(i) below); and

WHEREAS, the AUTHORITY was created by Chapter 78-617, Laws of Florida, Special Acts of 1978, to function as the agency through which the Wastewater generated within the AUTHORITY's legislated boundaries was to be and has been transmitted to the Facility; and

WHEREAS, the Florida Legislature adopted Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978, hereinafter the "Act" or "Enabling Act;" and

WHEREAS, Orlando has constructed and operated the Facility, and, since 1982, by interlocal agreements between the AUTHORITY and Orlando, Orlando received, for treatment, Wastewater collected from the MEMBER ENTITIES and transmitted to Iron Bridge through the AUTHORITY's "System;" and

WHEREAS, to evidence their respective understandings, the MEMBER ENTITIES and the AUTHORITY have, from time to time, executed interlocal agreements and addenda to them (hereinafter referred to as "Interlocal Agreements") outlining their respective rights, covenants, and obligations; and

WHEREAS, it is now in the interest of the AUTHORITY and its MEMBER ENTITIES to update, clarify, and specify in greater detail the mutual and respective rights, privileges, and obligations of the parties with respect to the utilization of the System and the payment for it; and

WHEREAS, this Amended and Restated Interlocal Agreement is intended to replace the previously entered into Interlocal Agreements between the AUTHORITY and the MEMBER ENTITIES concerning the same subject matter and be controlling.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth on the part of both parties to be kept and performed, the parties hereby mutually agree as follows:

SECTION 1. DEFINITIONS

The following definitions apply to this Agreement:

- (a) "Act" or "Enabling Act" means Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978.
- (b) "AUTHORITY", in all capital letters, means the South Seminole and North Orange County Wastewater Transmission Authority created by the Act.
- (c) "Agreement" means this Amended and Restated Interlocal Agreement and any amendments or supplements to it.
- (d) "Board" means the members of the governing body of the South Seminole and North Orange County Wastewater Transmission Authority appointed to represent each government entity encompassed by the Act.
 - (e) "Boundary" means the geographical extent of the AUTHORITY as per the Act.
- (f) "Committed Capacity" means the Wastewater flow, expressed in millions of gallons per day (MGD) that Orlando agrees will be available to treat Wastewater at the Facility throughout the term of this Agreement and the agreements between the Member Entities and Orlando for treatment of sewage collected within the member entities' retail sewer service areas.
- (g) "Committed Flow" means the average daily Wastewater flow, expressed in millions of gallons per day (MGD) that is transmitted to the Facility via the Transmission System.
- (h) "MEMBER ENTITY" in all capital letters means the specific party to this Agreement other than the AUTHORITY. If used in the lower case, "member entity" means generically any governmental entity that delivers Wastewater to the facilities (System) of the AUTHORITY for transmission. Consistent with Ch. 2021-259, § 4(1), Laws of Florida, the term "member" without the term "entity" in lowercase means any appointed representative to the Board for the AUTHORITY made by the appointing governmental entities who are identified in the Act as Seminole County, Casselberry, Maitland, and Winter Park.
- (i) "Facility", e.g. "Iron Bridge" means the Wastewater treatment and disposal facility located at a site known as Iron Bridge in Seminole County, Florida.
 - (j) "MGD" means million gallons per day.

- (k) "Non-Ad Valorem Revenues" means all revenues and receipts of the MEMBER ENTITY, other than ad valorem tax receipts, which are legally available to the MEMBER ENTITY, and are otherwise unencumbered, for use by the MEMBER ENTITY in satisfying the obligations of this Agreement.
- (I) "Orlando" means the City of Orlando, a municipal corporation created and existing under the laws of the State of Florida.
- (m) "System" or "Authority's System" or "Transmission System" means Wastewater pump stations and Wastewater force and gravity mains owned by the AUTHORITY that transmit Wastewater directly to the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.
- (n) "Wastewater" means sewage or effluent of any nature or originating from any source, including residential wastes, or industrial wastes resulting from any processes or industry, manufacture, trade, or business, or from the developer of any natural resource.
- (o) "Wastewater force and gravity mains" mean those mains that transmit Wastewater only between Wastewater pump stations and the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.
- (p) "Wastewater pump station" means the final pump station within a sanitary sewer shed to which all the Wastewater of a specified geographical area flows and that discharges directly to the City of Orlando Gravity System, which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

SECTION 2. AUTHORITY OBLIGATIONS

The AUTHORITY has the following obligations:

- (a) The AUTHORITY shall own, operate, and maintain the System as provided for in this Agreement.
- (b) The AUTHORITY shall operate and maintain the System in accordance with applicable laws and lawful rules of all regulatory agencies having jurisdiction. The Authority will

ultimately be responsible to state and federal regulatory agencies if violations or fines are assigned as a result of a failure of the Authority's System.

- (i) The AUTHORITY shall provide for the operation and maintenance of the System in such manner as to comply with the terms of the Enabling Act, which provides that the AUTHORITY shall contract the daily operation and maintenance of its system to one or more of the MEMBER ENTITIES or to a private contractor.
- (ii) As to the operation, repair, and maintenance of the System, the AUTHORITY has assigned lift station, equipment, and service areas to each MEMBER ENTITY as shown in Exhibit A, attached to and incorporated in this Agreement by reference, to avoid duplication of services. Exhibit A may be amended from time to time by resolution upon unanimous vote by the Board and does not require an amendment to this Agreement. The AUTHORITY shall maintain the most current version of Exhibit A in its records.
- (iii) As to capital improvement projects, the AUTHORITY shall contract with private contractors pursuant to applicable competitive bidding procedures and thresholds, unless a majority of all the members of the Board elect to waive bidding procedures for a particular contract. To obtain the professional or technical services for capital improvement projects, the AUTHORITY shall comply with the competitive negotiation procedures set forth in Section 287.055, Florida Statutes (2023), as this statute may be subsequently amended.
- (c) The AUTHORITY shall receive from the MEMBER ENTITY, subject to Section 5 of this Agreement, Wastewater on a metered bulk delivered basis at one (1) or more lift stations, as identified in Exhibit A attached to and incorporated in this Agreement by reference, and shall transport this Wastewater through its System to the point of connection to the City of Orlando gravity interceptor manhole located at the intersection of Dean Road and McCullough Road near the Orange-Seminole County line in conformity with law and the rules of all regulatory authorities having jurisdiction.

- (d) The AUTHORITY shall coordinate with its MEMBER ENTITIES the planning and construction of additions to the System to provide Wastewater transmission service to present and future population centers within the AUTHORITY's Boundary in a timely manner. The AUTHORITY shall also coordinate such planning and programs with those of the appropriate municipal, county, state, and federal agencies. The local share of the costs of such expansions of the system will be paid by the MEMBER ENTITY or MEMBER ENTITIES to be served by the expansion, unless the Board unanimously approves allocating such costs uniformly to all MEMBER ENTITIES of the AUTHORITY's System.
- (e) The AUTHORITY shall install, calibrate, and read meters and other devices to provide data necessary in the determination of the flow of Wastewater and the calculation of charges due from the MEMBER ENTITY for the transportation, treatment, and disposal of Wastewater and, on or before the tenth (10th) day of each calendar month, report the figures of the actual flows of each of the MEMBER ENTITIES for the preceding month to Orlando and to all of the MEMBER ENTITIES.
- (f) The AUTHORITY shall check the accuracy of each metering installation at least once every year or such other times as may be requested by Orlando or the MEMBER ENTITY. If found to be in error from true accuracy, the meter must be recalibrated by the AUTHORITY in a timely manner.
- (g) The AUTHORITY shall prepare, approve, adopt, execute and, if necessary, amend an annual budget for the AUTHORITY for each fiscal year the AUTHORITY is in existence. The budget system must be established in accordance with any applicable Bond Resolution, will control the finances of the AUTHORITY, must conform with the requirements of law and this Agreement, and must be governed by sound financial practices and generally accepted accounting principles. The budget must be balanced so that the total of the estimated receipts, including balances brought forward, equals the total of the appropriations and reserves.

- (h) The Authority will be responsible for master planning of the Authority's System and oversight of the operation of the entire System to ensure efficient operations.
- (i) The Authority shall prepare, approve, adopt, and update annually an Emergency Management Plan.

SECTION 3. MEMBER ENTITY OBLIGATIONS

Each MEMBER ENTITY has the following obligations:

- (a) The MEMBER ENTITY shall deliver up to its Committed Capacity of Wastewater to the System.
- (b) The MEMBER ENTITY shall pay the monthly invoice prepared and provided to the MEMBER ENTITY by the AUTHORITY for the costs associated with operation and maintenance of the System, System administrative costs, capital charges, capital improvements, annual debt service charges, and bond covenant charges as further described by Exhibit B. The invoice must be paid within thirty (30) days of receipt by the MEMBER ENTITY.
- (c) The MEMBER ENTITY shall maintain its sewage collection system, force mains, and lift stations in such manner as to comply with county, state, and federal regulatory agencies.
- (d) The MEMBER ENTITY shall require the pretreatment of industrial wastes when they are not amenable to treatment with normal domestic sewage before accepting industrial waste for transmission. The MEMBER ENTITY shall also refuse to accept industrial wastes when not sufficiently pretreated to standards as set by the Board or state or federal regulatory authorities or the owner of Iron Bridge.
- (e) The MEMBER ENTITY shall direct a surveillance and enforcement program to ensure compliance by its industrial and commercial customers.
- (f) The MEMBER ENTITY shall provide operation and maintenance of each of the lift stations and force main pipelines within MEMBER ENTITY's respective service area, as identified in Exhibit A. Maintenance responsibilities consist of the duties outlined in Exhibit A in addition to any other repair or replacements necessary to ensure the proper operation of the lift stations,

force mains, piping, and associated equipment within the MEMBER ENTITY's service area, except for flow meters as stated in Section 2(e). If the MEMBER ENTITY is unable to perform certain maintenance responsibilities within its service area, the AUTHORITY will provide a contractor to perform the maintenance. Further, MEMBER ENTITY shall comply with the AUTHORITY's adopted Design Procedures and Technical Standards, which may be amended from time to time. The Board shall set a maximum limit for MEMBER ENTITY's repair or replacement costs within its service area by resolution. If the cost of a repair or replacement project exceeds the maximum limit, the AUTHORITY will be responsible for the entire cost. However, if such repair or replacement is made necessary as a result of a MEMBER ENTITY's negligence or inadequate operation and maintenance as determined by an independent expert consulting professional engineer retained by the AUTHORITY in accordance with standard operating procedures prevailing in the industry, then the MEMBER ENTITY shall pay for the costs of repair or replacement necessitated thereby, or payment of such additional costs by the AUTHORITY may be approved by a majority vote of the Board.

(g) The MEMBER ENTITY shall provide mutual aid to those MEMBER ENTITIES who may require such aid from time to time. If the MEMBER ENTITY receives mutual aid services from another MEMBER ENTITY for responsibilities or obligations under this Agreement, the MEMBER ENTITY shall pay the other MEMBER ENTITY providing the service for the costs incurred for such services as may be agreed upon between the MEMBER ENTITY and the other member.

SECTION 4. MEMBER ENTITY FEE COLLECTION OBLIGATIONS

Each MEMBER ENTITY has these additional obligations:

- (a) The MEMBER ENTITY shall develop and establish a system to charge and collect from all users of its collection system charges sufficient to pay the following:
 - (i) the cost of operation and maintenance of its Wastewater collection system;

- (ii) the debt service requirements, if any, of all its outstanding bonds secured by a pledge of revenue of its Wastewater collection system; and
 - (iii) all sums becoming due to the AUTHORITY pursuant to this Agreement.
- (b) The MEMBER ENTITY shall budget, appropriate, and pay to the AUTHORITY from such fees and charges, and, only to the extent absolutely necessary (when all of the MEMBER ENTITY's funds derived from its user charge system, as described above, have been exhausted) from other legally available Non-Ad Valorem Revenues of the MEMBER ENTITY, all sums from time to time becoming due under the Agreement before the fees and charges becomes delinquent. Such covenant and agreement does not give the AUTHORITY a prior claim on the MEMBER ENTITY's Non-Ad Valorem Revenues, nor does it give the AUTHORITY or its bondholders the power to require the MEMBER ENTITY to levy and collect any Non-Ad Valorem Revenues other than those generated by the MEMBER ENTITY's user charge. Accordingly, such covenant and agreement does not constitute or create a lien on or pledge of any of the MEMBER ENTITY's Non-Ad Valorem Revenues nor does it prevent or preclude MEMBER ENTITY from issuing obligations payable from and secured by a prior lien upon and pledge of any portion of any of such legally available Non-Ad Valorem Revenues.

SECTION 5. SYSTEM AND SERVICE AREAS

(a) The committed facility capacities are allocated to each MEMBER ENTITY as shown in Exhibit "C." Changes or adjustments to the Committed Capacities allotted to MEMBER ENTITIES in Exhibit "C" or allocations to new member entities may be approved by the AUTHORITY and MEMBER ENTITIES as an amendment to this Agreement. If the change or adjustment requested by a MEMBER ENTITY or new member entity requires an increase in the total Committed Capacities above the total stated in Exhibit "C," the additional capacity must first be preliminarily approved by the Board, and if preliminarily approved by the Board, the AUTHORITY's Executive Director will meet with Orlando to discuss the availability of additional capacity. If Iron Bridge has existing capacity for the additional flow, the additional capacities will

be subject to the approval of the Parties by written amendment to this Agreement. If Iron Bridge does not have existing capacity, however, capacity could be increased by undertaking a capital improvement project. The extent and cost of the capital improvement project for increased capacity must be reviewed and approved by the Parties by written amendment to this Agreement. In its review, the Board shall also determine if the cost for the capital improvement project for additional capacity will be the responsibility of the member entity making the request for additional capacity or divided among each MEMBER ENTITY based on the Committed Capacities in Exhibit "C". The allotted Committed Capacities to new member entities will be subject to the approval of the AUTHORITY and MEMBER ENTITIES pursuant to Section 6(c) of this Agreement.

- (b) For the lift stations identified in Exhibit A of the Agreement, any existing force main and any existing metering points identified in Exhibit A being utilized as part of the System will become the property of the AUTHORITY in accordance with the terms of the Enabling Act. Exhibit A may be amended by resolution and unanimous vote of the Board and does not require an amendment to this Agreement.
- (c) Any temporary cessation of Wastewater transmission services resulting from necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, acts of God, fire, strikes, casualty, insurrection, riot, civil disorder, or military authority will not constitute a breach of this Agreement on the part of either party, and neither party will be liable to the other for damage resulting from such temporary cessation of services.
- (d) The parties shall cooperate with each other and with Orlando in the continued development and utilization of the capacity of the Facility and, to that end, shall provide each other with advance planning data as to projected growth and additional flow requirements so that the AUTHORITY can continuously predetermine its needs to provide transportation capacity.
- (e) The parties shall provide each other with all necessary information pertinent to each system and service area that any federal, state, or local agencies may require in any application for financial assistance in the repair or expansion of the System or the MEMBER

ENTITY's collection facilities. Further, the MEMBER ENTITY and the AUTHORITY shall use their best efforts to adopt such rules and regulations, execute such agreements, and do such work as such agencies may require as part of the AUTHORITY's or the MEMBER ENTITY's applications for funds and, to the extent not unreasonable, meet such requirements regarding future applications for funds. The AUTHORITY and the MEMBER ENTITIES shall not unreasonably withhold cooperation from each other regarding these matters.

- (f) The obligation of the MEMBER ENTITY to pay all sums due under this Agreement does not and will not constitute a general obligation or an indebtedness of the MEMBER ENTITY within the meaning of any constitutional or statutory limitation or provision.
- (g) Sanitary sewer overflow ("SSO") incidents must be reported to the appropriate state or federal agency by the MEMBER ENTITY within whose jurisdiction the incident occurs on behalf of the AUTHORITY. The AUTHORITY hereby gives each MEMBER ENTITY the right and the ability to report SSO incidents on behalf of the AUTHORITY and requires that each MEMBER ENTITY that reports an incident provide the AUTHORITY with copies of all documents pertaining to the incident and the reporting.

SECTION 6. COMMITTED CAPACITY

- (a) The AUTHORITY may receive from any MEMBER ENTITY within the Boundary and deliver Wastewater flows in excess of that MEMBER ENTITY'S Committed Capacity to Orlando.
- (b) Charges for a MEMBER ENTITY exceeding its Committed Capacity will be invoiced to the MEMBER ENTITY. The calculation for these charges will be set by AUTHORITY resolution.
- (c) Allotted Committed Capacity to a new member entity under this Agreement will be subject to the approval of the AUTHORITY and MEMBER ENTITIES. New member entities will also be required to become a party to this Agreement before delivering wastewater to the facilities of the Authority for transmission.

SECTION 7. PAYMENTS

The prompt payments to the AUTHORITY by the MEMBER ENTITIES of all AUTHORITY's charges becoming due under the term of this Agreement is of the essence of this Agreement. If any payment is not made in full when due, the deficiency will be added to the next invoice. The MEMBER ENTITY shall pay all reasonable costs and expenses, including attorneys' fees, incurred by the AUTHORITY by reason of MEMBER ENTITY's failure to pay in full all payments when due. This provision does not operate to limit the rights of the AUTHORITY to proceed immediately as provided in the Enabling Act to enforce the payment of amounts in default.

SECTION 8. CONTROLLING LAW

This Agreement is entered into pursuant to and is designed to accomplish the purposes of Chapter 78-617, Laws of Florida, as amended and restated by Chapter 2021-259, Laws of Florida.

SECTION 9. AMENDMENT AND ASSIGNMENT

- (a) This Agreement may be modified by amendment agreed to by the Parties, but no amendments may reduce the payments required to be made to the AUTHORITY to such extent as to impair the debt service requirements of the AUTHORITY's Bonds or the fiscal ability of the AUTHORITY to operate and maintain the System in its most efficient manner. No amendment to this Agreement may be made without a similar amendment to the corresponding agreement with each MEMBER ENTITY executed with the same formality as this Agreement.
- (b) This Agreement may be assigned by the MEMBER ENTITY with the written permission of the AUTHORITY (which permission must not be unreasonably withheld) upon a showing satisfactory to the AUTHORITY that the assignee has a capability equal to that of the MEMBER ENTITY to fully comply with all MEMBER ENTITY's covenants and agreements in this Agreement and upon submission to the AUTHORITY of a written assumption by the assignee of all the obligations of the assignor under this Agreement. Upon such valid execution of the

assignment, the obligations of MEMBER ENTITY under this Agreement will cease and become the full responsibility of the assignee. This Section does not affect the rights of the MEMBER ENTITY to assign or receive assignment of Committed Capacity of Wastewater from other member entities as elsewhere provided in the Agreement.

SECTION 10. IMPAIRMENT

Nothing in this Agreement operates to impair the full performance of the covenants of the MEMBER ENTITY contained in its contracts with the holders of outstanding bonds of the MEMBER ENTITY.

SECTION 11. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

SECTION 12. EMPLOYEE STATUS

Persons employed by AUTHORITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any MEMBER ENTITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to MEMBER ENTITY's officers and employees either by operation of law or by MEMBER ENTITY. Persons employed by any MEMBER ENTITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of AUTHORITY or any of the other MEMBER ENTITIES, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to AUTHORITY's or any of the other MEMBER ENTITIES' officers and employees either by operation of law or by the AUTHORITY or any other MEMBER ENTITY.

SECTION 13. NOTICE

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) 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 MEMBER ENTITIES:

SEMINOLE COUNTY Director, Seminole County Utilities Department 500 W. Lake Mary Blvd. Sanford, FL 32773

CITY OF CASSELBERRY Attn: City Manager 95 Triplet Lake Drive Casselberry, FL 32707

CITY OF MAITLAND Attn: City Manager 1776 Independence Lane Maitland, FL 32751

CITY OF WINTER PARK Attn: City Manager 401 South Park Avenue Winter Park, FL 32789

As to AUTHORITY:

SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY Executive Director 410 Lake Howell Road Maitland, Florida 32751

SECTION 14. PARTIES BOUND

This Agreement is binding upon and inures to the benefit of AUTHORITY and MEMBER ENTITIES, and their successors and assigns.

SECTION 15. CONFLICT OF INTEREST

- (a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be subsequently amended, 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 (2023), as this statute may be subsequently amended, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
- (c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

SECTION 16. 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 17. PUBLIC RECORDS LAW

(a) AUTHORITY and MEMBER ENTITIES acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, to release public records to persons from the public upon request. AUTHORITY and MEMBER ENTITIES acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, 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 18. <u>HEADINGS AND CAPTIONS</u>

All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and do not define, describe, interpret, or construe any provision of this Agreement.

SECTION 19. 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 20. TERM AND TERMINATION

This Agreement will remain in effect until the Act is modified or repealed, unless amended by mutual agreement of MEMBER ENTITIES and AUTHORITY.

SECTION 21. <u>COUNTERPARTS.</u> This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement in five (
counterparts, each of which will be deemed	an original, as of, but actually executed	
by the parties on, 2024.		
	SOUTH SEMINOLE AND NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY	
ATTEST:	By: Title: Randy Knight, Chairman	
By: Ed Gil de Rubio, Executive Director		
Approved as to form and legal sufficiency.		
Anthony A Garganese General Counsel		

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida.	By:
For the use and reliance of Seminole County only Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
County Attorney	

CITY OF CASSELBERRY, FLORIDA

ATTEST:	By:	
	David Henson, Mayor	
By:	•	
Donna G. Gardner, City Clerk		
_		
Date:		
Approved as to form and legal sufficiency:		
11		
By:		
Catherine D. Reischmann, City Attorney		

CITY OF MAITLAND, FLORIDA

ATTEST:	By:
	John Lowndes, Mayor
By:	•
Lori Hollingsworth, City Clerk	
Date:	
Approved as to form and legal sufficiency:	
_	
By:	
Cliff Shepard, City Attorney	

CITY OF WINTER PARK, FLORIDA

ATTEST:	By:	
	Phillip M. Anderson, Mayor	
By:	•	
Rene Cranis, City Clerk		
Date:		
Approved as to form and legal sufficiency:		
By:		
Kurt Ardaman, City Attorney		

EXHIBIT A MEMBER MAINTENANCE REQUIREMENTS, LIFT STATION ASSIGNMENTS AND SERVICE AREAS

Each MEMBER ENTITY shall maintain the Lift Stations assigned to them per the Table below according to their respective Maintenance and Standard Operating Procedures. The Authority shall maintain the flow meters associated with each lift station and the specific Meters per the Table below:

MEMBER ENTITY Lift Station Assignments:

Station Name	Member Entity Name	Member Entity Number	Authority Number
Maitland Master PS		1	7
Seminole County			
Aloma Park PS	Aloma Park Master	SE261	25
Tanglewood PS	Tanglewood Master	SE318	13
Kewannee PS	Kewannee Trail	SE391	33
Arrow Place PS	Wyantdot (308)	SE383	32
Indian Hills PS	Waverly	SE344	5
Sunshadow PS	Shadow Apts Master	SE315	27
Deer Run PS	Kings Pointe	SE335	2
Tuskawilla Point PS	Tuscawilla Point Master	SE401	19
Sunrise/Willa Springs PS	Willa Springs Villas	SE321	15
Consumers PS	Consumer Master	SE319	14
Tuskawilla Estates PS	Tuscawilla Estates PS	SE431	35
Master Meter	- I dacawiiia Estates i 3	32431	38
Aloma Bend Meter	Aloma Bend	_	24
Dean Road Meter	Aloma Bena	_	22
Lakes of Aloma PS	Lakes of Aloma Master	SE316	20
Park Place PS	Park Place at Aloma	SE433	36
Clifton Park PS	Clifton Park	SE408	29
Bear Creek	Bear Creek Master	SE336	23
Clayton Crossing Meter	-	- 02000	28
Clayton Crossing PS	Clayton Crossing	SE399	39
Glayton Grossing Fo	Glayton Grossing	02000	- 55
Winter Park			
Forsyth PS		34	21
Villa Cordova PS		39	18
Winter Park Estates PS		68	11
Monterrey PS		46	17
Winter Park Aloma Meter		-	34
Winter Park Central PS		70	9

Casselberry			
Five Points PS	Five Points MLS	21	3
Legacy Park PS	Legacy Park MLS	91	31
Eagle Circle PS	Eagle Circle MLS	36	6
Marigold PS	Marigold MLS	20	4
Central Five PS	Central Five MLS	34	26
Jefferson Lake PS	Jefferson Lake MLS	95	37
Lake Ann PS	Lake Ann MLS	65	30
Sagittarius PS	Sagittarius MLS	40	10
Eastrbook PS	Eastrbook MLS	37	12
Howell Creek PS	Howell Creek MLS	72	8
Grayson Square PS	Grayson Sq MLS	97	40

MEMBER ENTITY Service Areas:

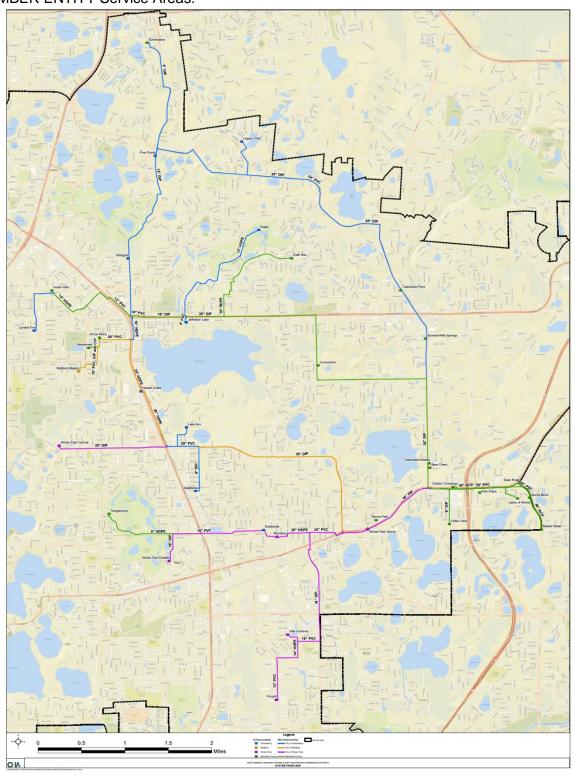


EXHIBIT B FEE COMPONENTS

AUTHORITY and MEMBER ENTITIES agree that rates for transmission of MEMBER ENTITY's sewage will be based on a reasonable application of the Fee Components set forth below, with such rates being set by the AUTHORITY's Board, and in accordance an agreement between the parties prior to actual transmission of sewage to the Facility. AUTHORITY shall afford the lowest rates for transmission of MEMBER ENTITY's sewage as AUTHORITY makes available to any other user of the same classification whose service area lies within the Boundary.

FEE COMPONENTS 1 -

AUTHORITY OPERATION AND MAINTENANCE

CRITERIA – ALL MEMBERS

Basic rate per gallon will be calculated by dividing the total of all Committed Flows through the Transmission System into budgeted Operation and Maintenance Expenditures reduced by revenue obtained from other than the provision of sewer transmission service.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

- 1. <u>Committed Capacities</u> The Average Daily Capacity, expressed in millions of gallons per day (MGD) which Orlando agrees will be available at Iron Bridge throughout the term of this Agreement and the agreement between the AUTHORITY and Orlando for treatment of sewage collected within a MEMBER ENTITY's retail service area during a 12-month period. The 12-month period shall be the AUTHORITY's fiscal year.
- Operation and Maintenance Expenditure Those expenditures incurred in the Operation and Maintenance of the System and appurtenant facilities, including, but not limited to, the following types of cost: Executive Salaries; Salaries and Wages Regular Employees; Employee Benefits; Insurance; Traveling Expense; Training; Telephone and Internet; Postage; Auto Allowance; Rents and Leases; Electric; Gas; Water and Sanitation Charges; Subscriptions and Memberships; Repairs and Maintenance; Advertising and Legal Notices; Professional

Services; Other Services; Cleaning and Janitorial Supplies; Electrical; Hardware and Plumbing; Chemicals; Paint; Gasoline, Lubricants and Grease; Parts for Equipment; other materials, equipment and supplies. These Operations and Maintenance Expenditures will be maintained in a separate cost center limited to those utilized directly to the operation, management and maintenance of the Transmission System.

3. <u>Budgeted Operation and Maintenance Expenditures</u> – Expenditures that are budgeted by the AUTHORITY for a 12-month period for which rates are to be set and based on the AUTHORITY fiscal year.

FEE COMPONENT 2 – SYSTEM ADMINISTRATION COSTS NOT INCLUDED IN FEE COMPONENT 1 ABOVE

CRITERIA – ALL MEMBERS

Two (2) types of administration costs will be recognized:

- I. <u>AUTHORITY</u> Administrative <u>and Supervisory Personnel</u>. Administrative Personnel costs, including direct compensation, fringe benefits and payroll taxes, and materials and supplies will be accumulated in a separate cost center. The Fee Component will be calculated on a per-gallon rate by taking the annual expenses (A) under this cost center and dividing this by the total of all Committed Capacities through the Transmission System (Q), s.e., Administration Costs Type I = A/Q.
- II. Specific Administration Costs Authorized by the AUTHORITY Board of Directors and Enabling Legislation. The Fee Component for specific administration costs authorized by the AUTHORITY Board and the Enabling Act will be calculated on a per-gallon rate in the same manner as Administration Costs Type I at one hundred percent (100%) of such costs.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

- Personnel Costs, Including Personal Services, Materials, and Supplies –
 Collectively, those types of items as identified under the definition of Operation and Maintenance
 Expenditures described under Fee Component 1.
- 2. <u>Total Number of AUTHORITY Employees</u> The total number of Board-approved positions that are allocated in the separate cost center which is to be established for the AUTHORITY.

FEE COMPONENT 3 – ANNUAL DEBT SERVICE CHARGES

CRITERIA – ALL MEMBERS

1. <u>Annual Principal Costs</u>. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Annual Principal Costs, and to continue paying the same thereafter, irrespective of MEMBER ENTITY's use or nonuse of the Transmission System.

MEMBER ENTITY's share of the Annual Principal Costs will be determined by dividing its Committed Capacity by the aggregate of all Committed Capacities of all Members. At the time of execution of this Agreement, the number of Members and the Committed Capacities are known and are listed in the Table contained in Exhibit "C". Each MEMBER ENTITY's share of the Annual Principal Costs will be that "Percentage of Committed System Capacity" appearing opposite its name in Exhibit "C".

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly Principal Payment = annual Bond Principal times percentage share, as shown in Exhibit "C" divided by twelve (12). These payments will continue until the Bonds are paid in full. Credit will be given when the Reserve Fund is applied to the final payment(s) due under the Bonds.

2. <u>Annual Interest Costs</u>. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Interest due, as Annual Interest Costs, and to continue paying the same

thereafter, irrespective of MEMBER ENTITY's use or nonuse of the System on that or any later date.

MEMBER ENTITY's share of the Annual Interest Costs will be determined by dividing its Committed Capacity, as per Exhibit "C", as may be amended, by the aggregate of all Committed Capacities of all Members responsible for repayment of the debt.

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly interest Payment = Annual Bond Interest times percentage share, as per Exhibit "C", divided by twelve (12). These payments will continue until the bonds are paid in full.

FEE COMPONENT 4 – OTHER PAYMENTS NECESSARY TO MEET COVENANTS MADE TO SECURE HOLDERS OF AUTHORITY BONDS

<u>CRITERIA</u> – ALL MEMBERS

- 1. Reserve Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Bond Interest and Principal for deposit in the Reserve Fund. No payment will be required for the Reserve Fund so long as the amount in the Reserve Fund is equal to the Reserve Requirement required to be maintained by the Bond Resolution.
- 2. Renewal and Replacement Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Renewal and Replacement Fund. MEMBER ENTITY's share of this amount will be its percentage shown in Exhibit "C". No payment will be required for the Renewal and Replacement Fund so long as the amount in the Renewal and Replacement Fund is maintained at the level required by the Bond Resolution or such other amount as may be determined by resolution of the Board in accordance with the Bond Resolution.
- 3. Any deficiencies in the Reserve Fund or the Renewal and Replacement Fund will be subsequently restored from the first monies available in the Revenue Fund as described in the Bond Resolution.

- 4. For the retirement of the AUTHORITY's obligations under its Bonds, the AUTHORITY shall budget the Revenue Fund to take into account that all funds remaining on deposit in the Reserve Fund will be applied to the last payment of Principal and Interest on the AUTHORITY's Bonds.
- 5. <u>Depreciation Reserve Fund</u>: Each month, the MEMBER ENTITY shall pay to the AUTHORITY its share of the Depreciation Reserve Requirement. The Depreciation Reserve requirement is determined and budgeted by the AUTHORITY each year. Amounts collected by the AUTHORITY pursuant to his section will be credited to a separate account and will be used by the AUTHORITY to pay the costs of capital improvement projects.

EXHIBIT C COMMITTED FACILITIES CAPACITIES

	Committed Capacities		
	MGD	Percentage	
Casselberry	3.395	25.71%	
Winter Park	5.962	45.16%	
Seminole County	2.746	20.80%	
Maitland	1.100	8.33%	
Total	13.203	100.00%	

CHAPTER 2021-259

House Bill No. 1591

An act relating to the South Seminole and North Orange County Wastewater Transmission Authority; amending ch. 78-617, Laws of Florida; designating the regional sewage treatment plant as the Orlando Iron Bridge Wastewater Treatment Facility; revising boundaries; revising provisions relating to the selection of governing board members and officers; revising and providing definitions; authorizing the authority to contract with an entity for certain purposes and to amend a definition under certain circumstances; removing provisions relating to the governing board, private utility flow and votes apportioned by flow, appointment of alternate governing board members, required connection, contracts with private utilities, lift stations, the facility plan, indebtedness, and collection of transmission charges; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Sections 2, 3, and 4, subsection (3) and present subsections (4) and (5) of section 5, subsections (1), (2), (4) through (11), (13), (14), and (17) through (25) of section 6, and sections 11, 12, 15, and 18 of chapter 78-617, Laws of Florida, are amended, and new subsections (4) and (5) and subsections (7) and (8) are added to section 5 of that chapter, to read:

Section 2. Intent and purpose.—It is hereby declared to be the intent of the Legislature that the best interests of the public health, safety, and welfare within the boundaries of the South Seminole and North Orange County Wastewater Transmission Authority ("Authority"), hereinafter ereated, necessitate the formation of a separate local agency of the government with powers designed to meet the particular needs of said area in relationship to transmission of wastewater to a the regional sewage treatment plant, the Orlando Iron Bridge Wastewater Treatment Facility ("Ironbridge"). Such The wastewater is to be received from the retail collection systems owned and operated by the member municipalities, county, counties and others hereinafter identified and transported by the Authority through its facilities to Ironbridge the Regional Sewage Treatment Plant which is to be owned and operated by the City of Orlando others. It is the intent that the Authority created herein be limited in its powers, responsibilities, facilities, and scope of operation and maintenance activities in order to avoid duplication of operating and maintenance personnel, equipment, and facilities with those existing of the represented sponsoring governments. It is further the intent of the Legislature that needs be met in such a way as to cause minimum damage to the area's resources and environment and prevent additional environmental problems from being created, as well as providing solutions to existing problems. Maximum use of existing systems shall be made whenever feasible and consistent with the purposes of this Act. It is also the intent of the Legislature that current and long range planning shall be carried out so that required services are made available at the lowest possible cost as the characteristics of the area change. In order to carry out the intent expressed herein, the Authority shall have the right <u>and power</u> to acquire, hold, finance, construct, maintain, operate, own, or lease in the capacity of lessor or lessee a wastewater transmission system except as otherwise provided in this Act and to grant such additional rights and powers as hereinafter conferred.

Section 3. Boundaries.—There is hereby created and established a political subdivision of the state to be known as the South Seminole and North Orange County Wastewater Transmission Authority ("Authority"), hereinafter referred to as the Authority, which shall embrace and include portions of the unincorporated areas of Orange and Seminole County, Florida, and portions of the incorporated areas of the City of Maitland, the City of Winter Park, and the City of Casselberry, and the City of Winter Springs, Florida, as follows:

BEGIN AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST; RUN THENCE EAST 3/4 MILE TO THE SE CORNER OF SAID SECTION 12, ALSO BEING THE SW CORNER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE EAST 982.1 FEET ALONG THE SOUTH LINE OF SAID SECTION 7 TO A POINT 129 FEET EAST OF THE NW CORNER OF LOT 44, BLOCK 35 OF BEVERLY SHORES AS RECORDED IN PLAT BOOK Q, PAGE 44 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 158.66 FEET TO A POINT ON THE NORTH LINE OF NOTTINGHAM AVENUE 129 FEET EAST OF THE SE CORNER OF LOT 43 OF SAID BLOCK 35: THENCE SOUTHEASTERLY ALONG THE EAST LINE OF NOT-TINGHAM AVENUE 238 FEET MORE OR LESS TO THE CENTER-LINE OF THE ABANDONED SEABOARD COASTLINE RAILROAD; THENCE NORTHEASTERLY ALONG SAID CENTERLINE 265.5 FEET TO THE EAST LINE OF THE NW 44 OF THE NW 14 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE SOUTH TO THE SW CORNER OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 18, THENCE EAST 1/4 MILE TO THE SE CORNER OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 18, THENCE SOUTH ¼ MILE TO THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE EAST ALONG THE SOUTH LINE OF SAID SW ¼ OF THE NE ¼ TO A POINT 435.7 FEET WEST OF THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 18; THENCE SOUTHWESTERLY TO THE SW CORNER OF LOT 8, BLOCK C OF THE RIPPLES AS RECORDED IN PLAT BOOK S, PAGE 26 OF THE PUBLIC RECORDS OF ORANGE COUNTY. FLORIDA: CONTINUE THENCE SOUTHWESTERLY 289 FEET MORE OR LESS TO THE MOUTH OF "SPRING BRANCH" AT LAKE SUE; THENCE SOUTHEASTERLY ALONG SAID "SPRING BRANCH" 566 FEET TO THE CENTER OF A CONCRETE "Y" IN THE CENTER OF SAID "SPRING BRANCH"; THENCE N 76°36'E 88 FEET; THENCE S 86° 30'E 693.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WINTER PARK ROAD; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 581.3 FEET MORE OR LESS TO A POINT 20 FEET SOUTH OF THE NW CORNER OF BLOCK F OF PARKLANDO NO. 2 AS RECORDED IN PLAT BOOK N, PAGE 45 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE EAST 632 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID BLOCK F; THENCE NORTH 20 FEET TO THE NE CORNER OF SAID BLOCK F; THENCE NORTH 329.5 FEET TO THE NE CORNER OF THE SE ¼ OF SECTION 18. TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE N 89° 09′ 40″ E 310 FEET TO A POINT 54.78 FEET EAST OF THE SW CORNER OF LOT 15 BLOCK D, OF QUAIL HOLLOW AS RECORDED IN PLAT BOOK 3, PAGES 53 & 54 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 49° 40′ 25″ E 124.86 FEET TO THE SOUTH CORNER OF SAID LOT 15, THENCE N 16 °43' E 86.2 FEET; THENCE S 89° 09' 40" W 0.3 FEET; THENCE N 0°55′ 49″ E 175 FEET TO THE SW CORNER OF LOT 12 OF SAID BLOCK D; THENCE N 89° 09' 40" E 230 FEET TO THE SE CORNER OF LOT 11 OF SAID BLOCK D; THENCE SOUTH 175 FEET TO THE SW CORNER OF E ½ OF THE SW ¼ OF THE NW 1/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE EAST 1/8 MILE TO THE SE CORNER OF THE SW 1/4 OF THE NW ¼ OF SAID SECTION 17; THENCE NORTH 1293.16 FEET MORE OR LESS TO A POINT 30 FEET SOUTH OF THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 17; THENCE EAST 1/2 MILE TO A POINT 30 FEET SOUTH OF THE NE CORNER OF THE SW 44 OF THE NE 44 OF SAID SECTION 17; THENCE NORTH 30 FEET TO SAID NE CORNER; THENCE EAST 1/4 MILE TO THE SE CORNER OF THE NE 44 OF THE NE 44 OF SAID SECTION 17, ALSO BEING THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE EAST 96 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF LAKEMONT AVENUE, ALSO KNOWN AS THE ORLANDO-WINTER PARK ROAD: THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE 1/4 MILE MORE OR LESS TO A POINT 30 FEET NORTH AND 30 FEET WEST OF THE SW CORNER OF THE NW 1/4 OF SECTION 16. TOWNSHIP 22 SOUTH, RANGE 30 EAST: THENCE EAST 30 FEET; THENCE SOUTH 30 FEET TO SAID SW CORNER; THENCE EAST 3/16 MILE MORE OR LESS TO THE SE CORNER OF LOT 2 OF MAC CALLUM'S SUBDIVISION AS RECORDED IN PLAT BOOK A, PAGE 98 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 44 MILE TO THE INTER-SECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2 WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 16; THENCE EAST 15 FEET MORE OR LESS TO THE SE CORNER OF THE W 1/2 OF THE SE 1/4 OF THE NW 1/4 OF THE NW 44 OF SAID SECTION 16; THENCE NORTH 4/8 MILE TO THE NE CORNER OF THE W ½ OF THE SE ¼ OF THE NW ¼ OF THE NW 1/4 OF SAID SECTION 16; THENCE WEST 960 FEET MORE OR LESS TO A POINT 30 FEET EAST OF THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 16, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF LAKEMONT AVENUE: THENCE NORTH 1/16 MILE ALONG SAID RIGHT OF WAY LINE TO A POINT 30 FEET MORE OR LESS EAST OF THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 of the NW 1/4 OF SAID SECTION 16; THENCE EAST 630 FEET MORE OR LESS TO THE SE CORNER OF THE N ½ OF THE NW ¼ OF THE NW ¼ OF THE NW 44 OF SAID SECTION 16; THENCE NORTH 330 FEET MORE OR LESS TO THE NE CORNER OF THE NW 1/4 OF NW 1/4 OF THE NW 1/4 OF SAID SECTION 16; THENCE EAST 3/8 MILE TO THE NE CORNER OF THE NW 1/4 OF SAID SECTION 16; THENCE SOUTH 346.1 FEET MORE OR LESS TO THE SW CORNER OF THE N ¼ OF THE NW ¼ OF THE NE ¼ OF SAID SECTION 16; THENCE EAST ¼ MILE TO THE SE CORNER OF THE N ¼ OF THE NW ¼ OF THE NE 44 OF SAID SECTION 16, THENCE SOUTH 2336.85 FEET MORE OR LESS TO THE SW CORNER OF THE E ½ OF THE NE ¼ OF SAID SECTION 16; THENCE EAST 1/4 MILE TO THE SE CORNER OF THE NE 1/4 OF SAID SECTION 16; SAID CORNER BEING THE WEST 1/4 CORNER OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE EAST TO THE EAST 1/4 CORNER OF SAID SECTION 15, SAID POINT BEING THE WEST 1/4 CORNER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE EAST ¼ MILE TO THE SE CORNER OF THE WEST ½ OF THE NW ¼ OF SAID SECTION 14; THENCE SOUTH 1/8 MILE TO THE SW CORNER OF THE NORTH ½ OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 14; THENCE EAST TO THE SE CORNER OF THE NORTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 14, SAID CORNER BEING ON THE CENTERLINE OF STATE ROAD 15-A, ALSO KNOWN AS GOLDENROD ROAD; THENCE NORTH ALONG THE CENTERLINE OF SAID STATE ROAD 15-A TO THE NW CORNER OF THE SE 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 41 FEET MORE OR LESS TO A POINT 2599.02 FEET WEST OF THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE SOUTHERLY AND EASTERLY ALONG THE WEST AND SOUTH LINES OF IVANHOE ESTATES UNIT 3 AS RECORDED IN PLAT BOOK 3, PAGE 50 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; TO THE SE CORNER OF LOT 12, BLOCK G OF SAID IVANHOE ESTATES, UNIT 3; THENCE EASTERLY AND NORTHERLY ALONG THE SOUTH AND EAST LINES OF IVANHOE ESTATES, UNIT 2, AS RECORDED IN PLAT BOOK 3, PAGE 46 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO THE NE CORNER OF LOT 43, BLOCK B OF SAID IVANHOE ESTATES, UNIT 2: THENCE NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF IVANHOE ESTATES, UNIT 1 AS RECORDED IN PLAT BOOK 2, PAGE 129 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO THE NW CORNER OF LOT 1, BLOCK A OF SAID IVANHOE ESTATES UNIT 1, THENCE WESTERLY ALONG THE NORTH LINE OF IVANHOE ESTATES, UNIT 4, AS RECORDED IN PLAT BOOK 3, PAGE 68 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TO THE CENTER-LINE OF SAID STATE ROAD 15A: SAID CENTERLINE BEING THE WEST LINE OF THE NE ¼ OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE NORTHERLY TO THE NORTH 1/4 CORNER OF SAID SECTION 14, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 11, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE NORTHERLY ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 11, 1/8 MILE MORE OR LESS TO THE SW CORNER OF THE NORTH ½ OF THE SW ¼ OF THE SE ¼ OF SAID SECTION 11; THENCE EASTERLY ALONG THE SOUTH LINE TO THE SE CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTH 1/2 OF THE SW 1/4 OF THE SE ¼ OF SAID SECTION 11, TO THE NE CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 11, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 29 OF LAUREL SPRINGS SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 16. PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE NORTHERLY ALONG THE EAST LINE OF SAID LAUREL SPRINGS TO THE NORTHEAST CORNER OF LOT 17, LAUREL SPRINGS, SAID CORNER BEING ON THE NORTH LINE OF THE SE ¼ OF SAID SECTION 11: THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAUREL SPRINGS TO THE CENTERLINE OF STATE ROAD 15-A, SAID POINT BEING THE NW CORNER OF THE SE 1/4 OF SECTION 11; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID STATE ROAD 15-A TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF FLORIDA TECHNO-LOGICAL UNIVERSITY (F.T.U.) BOULEVARD, THENCE EAST-ERLY ALONG THE CENTERLINE OF SAID F.T.U. BOULEVARD TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE SE 44 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 30 EAST; THENCE NORTH ALONG THE EAST LINE OF THE SE 1/4 TO THE EAST ¼ CORNER OF SAID SECTION 1; THENCE NORTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE NE CORNER OF SAID SECTION 1. SAID CORNER BEING ON DIVIDING LINE BETWEEN ORANGE AND SEMINOLE COUNTY AND ALSO BEING THE SW CORNER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, THENCE EAST ALONG THE SEMINOLE COUNTY-ORANGE COUNTY LINE TO DEAN ROAD; THENCE NORTHWESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF DEAN ROAD TO THE INTERSECTION OF DEAN ROAD AND STATE ROAD 426; THENCE NORTHEASTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 426 TO THE EAST LINE OF THE NE ¼ OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST; THENCE NORTHERLY ALONG THE EAST LINE OF SECTIONS 20 AND 17 8 and 5, ALL SAID SECTIONS BEING IN TOWNSHIP 21 SOUTH, RANGE 31 EAST, TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF CHESTNUT ESTATES PHASE ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE DEPART-ING SAID EAST LINE OF SECTION 17, RUN WESTERLY, ALONG SAID EASTERLY EXTENSION AND SAID SOUTHERLY LINE OF CHESTNUT ESTATES PHASE ONE AND THE SOUTHERLY BOUNDARY LINE OF TUSCAWILLA UNIT 13, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 1, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TO A POINT 10.53' SOUTHERLY OF THE SOUTH RIGHT OF WAY LINE OF NORTHERN WAY, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF TUSCAWILLA UNIT 7, ACCORD-ING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 46. PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA: THENCE RUN SOUTH ALONG SAID EASTERLY BOUNDARY LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF LOTS 23 THROUGH 27, AMBERLY, AC-CORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 77. PAGE 37. PUBLIC RECORDS OF SEMINOLE COUNTY FLOR-IDA: THENCE RUN EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID AMBERLY PLAT, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF DOVERA DRIVE; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE POINT OF INTERSECTION OF THE SOUTH BOUNDARY LINE OF TRACT FD-1 OF SAID AMBERLY PLAT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE. RUN WESTERLY ALONG SAID TRACT FD-1 TO A POINT ON THE EASTERLY LINE OF TRACT H OF SAID AMBERLY PLAT; THENCE RUN SOUTHERLY ALONG SAID EASTERLY LINE OF SAID TRACT H AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID TRACT H, TO A POINT ON THE WESTERLY LINE OF SAID TRACT H; THENCE RUN NORTHERLY ALONG SAID WESTERLY LINE OF TRACT H AND SAID TRACT FD-1. TO A POINT 49.25 FEET EAST OF THE SOUTHERNMOST POINT OF TRACT G OF SAID AMBERLY PLAT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID TRACT G TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF LOTS 21 THROUGH 30, OF SAID TUSCA-WILLA UNIT 7. SAID SOUTHERLY LINE ALSO BEING THE NORTHERLY LINE OF TUSKA RIDGE UNIT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46. PAGE 78. PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY LINE TO A POINT ON THE WESTERLY LINE OF LOTS 20 AND 21 OF SAID TUSCAWILLA UNIT 7; THENCE NORTH ALONG SAID WESTERLY LINE TO A POINT ON THE NORTHERLY LINE OF TUSKA RIDGE UNIT 7 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGE 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE EAST LINE OF WINTER SPRING UNIT 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EAST LINE, TO THE SOUTHEAST CORNER OF LOT 153 OF SAID WINTER SPRINGS UNIT 3; THENCE RUN NORTHWESTERLY ALONG THE SOUTHERLY LINE OF WINTER SPRINGS UNIT 3 TO THE POINT OF INTERSECTION WITH THE THREAD OF HOWELL CREEK, SAID THREAD ALSO BEING THE EASTERLY BOUNDARY LINE OF WINTER SPRINGS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 81, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID THREAD OF HOWELL CREEK TO THE NORTHEASTERLY CORNER OF LOT 11, BLOCK G, OF SAID WINTER SPRINGS PLAT; THENCE RUN NORTHWES-TERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL CREEK DRIVE; THENCE RUN SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTHERLY LINE OF LOT 22, BLOCK E OF SAID WINTER SPRINGS PLAT: THENCE RUN WESTERLY ALONG THE NORTH LINE OF SAID BLOCK E AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1, BLOCK E, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF DEER RUN; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, TO A POINT ON THE NORTHERLY LINE OF BLOCK D OF SAID WINTER SPRING PLAT; THENCE RUN WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK E AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE WEST RIGHT OF WAY LINE OF TUSCAWILLA ROAD; THENCE RUN NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF LOTS 3 THROUGH 12, LAKE TUSKAWILLA PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34. PAGE 69. PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA: THENCE RUN EASTERLY ALONG SAID SOUTH BOUNDARY LINE AND WESTERLY EXTENSION THEREOF, TO THE SOUTH-EAST CORNER OF SAID LOT 12, SAID POINT BEING ON THE EAST BOUNDARY LINE OF LOTS 12 THROUGH 19 OF SAID LAKE TUSKAWILLA PHASE 1 AND THE EAST BOUNDARY LINE LOTS 29 THROUGH 38 OF LAKE TUSKAWILLA PHASE II. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 39, PAGE 1, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH ALONG SAID EAST BOUNDARY LINES, TO THE NORTHEAST CORNER OF SAID LOT 29, SAID POINT ALSO BEING A POINT ON THE NORTH BOUNDARY LINE OF LOTS 29 THROUGH 27, AND THE WESTERLY EXTENSION THEREOF; THENCE RUN WESTERLY ALONG SAID NORTH BOUNDARY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TUSKAWILLA ROAD; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTH BOUNDARY LINE OF TUSKAWILLA TRAIL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGE 6, SEMINOLE COUNTY, FLORIDA; THENCE RUN WEST ALONG SAID SOUTH BOUNDARY LINE, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TUSKAWILLA TRAIL SUBDIVISION; THENCE RUN NORTH ALONG THE WEST BOUNDARY LINE OF SAID LOT 1 TO A POINT ON THE SOUTH BOUNDARY LINE OF LOT 6, TUSCAWILLA UNIT 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 18, PUBLIC RECORDS OF SEMINOLE COUNTY. FLORIDA: THENCE RUN WESTERLY ALONG SAID SOUTH BOUNDARY LINE OF LOT 6 AND THE SOUTHWESTERLY EXTENSION THEREOF, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TUSCAWILLA UNIT 5; THENCE RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID LOT 1. TO THE NORTHWEST CORNER OF SAID LOT 1: THENCE RUN WESTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFI-CIAL RECORDS BOOK 9126, PAGE 1663, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID CERTAIN PARCEL, TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL, TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE RUN NORTHERLY ALONG THE WEST BOUNDARY LINE OF SAID PARCEL, TO THE NORTHWEST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 8275, PAGE 1099, PUBLIC RE-CORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN WES-TERLY ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND. TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE RUN SOUTHERLY ALONG THE WEST BOUND-ARY LINE OF SAID PARCEL, TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE RUN WESTERLY ALONG THE EASTERLY EXTENSION OF THE NORTHERLY BOUNDARY LINE OF LOT 1. TALI'S CROSSING, ACCORDING TO THE PLAT THEREOF, RE-CORDED IN PLAT BOOK 75, PAGE 11, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH ALONG THE EAST BOUNDARY LINE OF LOTS 1 THROUGH 4 OF SAID TALI'S CROSSING, TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 4; THENCE RUN WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE OF SAID LOT 4, TO A POINT ON THE EAST RIGHT OF WAY LINE OF BIRD

Ch. 2021-259

ROAD; THENCE RUN NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, TO THE SOUTHWEST CORNER OF TRACT A, DR. MOSELEY'S REPLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 68, PAGE 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE EASTERLY EXTENSION OF, AND THE SOUTHERLY BOUNDARY LINE OF NORTH ORLANDO RANCHES SEC. 7, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 3, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF TRACT A OF SAID PLAT, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF RESERVE AT LEGACY PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 24, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID EASTERLY BOUNDARY LINE. TO THE NORTHEAST CORNER OF TRACT OS-1 OF SAID PLAT; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT OS-1, AND THE NORTHERLY BOUNDARY LINE OF TRACT C OF SAID PLAT, TO A POINT ON THE EAST BOUNDARY LINE OF LEGACY PARK RESIDENTIAL PHASES 1 AND 2. A REPLAT, ACCORDING TO THE PLAT THERE-OF, RECORDED IN PLAT BOOK 69, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID EAST BOUNDARY LINE, TO THE NORTHEAST CORNER OF LOT 58 OF SAID PLAT, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF SAID PLAT; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY BOUNDARY LINE, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT "A" OF SAID PLAT, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 8, BLOCK "C", NORTH ORLANDO RANCHES SECTION 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 33, SEMINOLE COUNTY, FLORIDA: THENCE RUN SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 8, TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE RUN SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOTS 3 THROUGH 8. BLOCK "C". OF SAID NORTH ORLANDO RANCHES SECTION 3 AND THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE, TO A POINT ON THE EAST LINE OF THE NORTHEAST 44 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 30 EAST: THENCE RUN NORTH ALONG SAID EAST LINE, TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE RUN NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 30 EAST TO A POINT ON THE SOUTHERLY LINE OF JOHNSON'S POULTRY FARM, ACCORDING TO THE PLAT THEREOF, RE-CORDED IN PLAT BOOK 6, PAGE 8, SEMINOLE COUNTY, FLOR-IDA; THENCE RUN NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO THE SOUTHEAST CORNER OF SAID JOHNSON'S POULTRY FARM: THENCE RUN NORTHERLY ALONG THE EAST BOUNDARY LINE OF SAID JOHNSON'S POULTRY FARM TO THE NORTHWEST CORNER OF LOT 5, BLOCK A, NORTH ORLAN-DO TERRACE SECTION 3 OF UNIT 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 29, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHEASTERLY ALONG THE NORTHERLY LINE OF 5 THROUGH 13 OF SAID PLAT, TO THE SOUTHWEST CORNER OF LOT 7, WALDEN TERRACE, ACCORDING TO THE PLAT THEREOF. RECORDED IN PLAT BOOK 18. PAGE 69. SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WEST BOUNDARY LINE OF LOTS 7 AND 8 OF SAID WALDEN TERRACE PLAT, TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE RUN WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LOTS 12 THROUGH 19 OF SAID WALDEN TERRACE PLAT, TO THE SOUTHWEST CORNER OF SAID LOT 19: THENCE RUN NORTH-ERLY ALONG THE WESTERLY BOUNDARY LINE OF LOT 19 THROUGH 23 OF SAID WALDEN TERRACE PLAT, TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, SWOP SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 39, PAGE 63. PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA: THENCE RUN WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH LINE OF SAID LOT 1, TO A POINT ON THE EAST RIGHT OF WAY LINE OF BELLE AVENUE; THENCE RUN NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF LOT 8 OF SAID JOHNSON'S POULTRY FARM; THENCE RUN WESTERLY ALONG SAID EASTERLY EX-TENSION AND NORTH BOUNDARY LINE, AND THE WESTERLY EXTENSION OF SAID NORTH BOUNDARY LINE OF SAID LOT 8, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HELEN STREET; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF LEW JIM SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA: THENCE RUN EASTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, TO THE SOUTHEAST CORNER OF LOT 3 OF SAID LEW JIM SUB-DIVISION PLAT; THENCE RUN NORTHERLY ALONG THE EAST BOUNDARY LINE OF SAID LOT 3, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST STATE ROAD 434: THENCE RUN WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, TO THE NORTHEAST CORNER OF LOT 7 OF SAID LEW JIM SUBDIVI-SION PLAT; THENCE RUN NORTHWESTERLY TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WEST STATE ROAD 434, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 7931, PAGE 734, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTHWESTERLY ALONG

THE EAST BOUNDARY LINE OF SAID PARCEL OF LAND, TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN SOUTH-WESTERLY ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL, TO THE POINT ON THE EAST BOUNDARY LINE OF TRACT "C", HARBOR WINDS, ACCORDING TO THE PLAT THERE-OF, RECORDED IN PLAT BOOK 70, PAGE 13, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTHEAST-ERLY ALONG SAID EAST BOUNDARY LINE OF SAID TRACT "C". TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WEST STATE ROAD 434; THENCE RUN WEST, ALONG SAID NORTH RIGHT OF WAY LINE, TO A POINT ON THE EAST RIGHT OF WAY LINE OF TIMBERLANE TRAIL, ACCORDING TO SAID HARBOR WINDS PLAT; THENCE RUN SOUTHWESTERLY, ALONG A LINE TRANSECTING FROM SAID NORTH RIGHT OF WAY LINE OF WEST STATE ROAD 434. TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID WEST STATE ROAD 434, SAID POINT ALSO BEING THE NORTHMOST, EAST CORNER OF LOT 1, SUNSHA-DOW COMMERCIAL SUBDIVISION, ACCORDING TO PLAT BOOK 55, PAGE 30, PUBLIC RECORDS OF SEMINOLE COUNTY, FLOR-IDA; THENCE RUN WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF WEST STATE ROAD 434, TO THE NORTHWEST CORNER OF TRACT "B", THE PARKE AT HANOVER PLACE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 72, PAGE 66, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF JE CORRELL DRIVE; THENCE RUN SOUTH ALONG SAID EAST RIGHT OF WAY LINE, TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF LAKE IRENE DRIVE; THENCE RUN SOUTHWESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH RIGHT OF WAY LINE, TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH U.S. HIGHWAY 17-92; THENCE GENERALLY SOUTHERLY AND WESTERLY ALONG SAID EAST RIGHT OF WAY LINE SAID U.S. HIGHWAY 17-92 TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE WITH THE SOUTH RIGHT OF WAY LINE OF SEMINOLA BOULEVARD: THENCE WESTERLY AND NORTH-ERLY ALONG Northeast corner of said Section 5 said corner being the Southeast corner of Section 32, Township 20 South, Range 31 East; thence Northerly along the East line of said Section 32 to the South shore of Lake Jessup; thence proceeding generally Westerly and Northerly meandering along said South shore of Lake Jessup to the West end of Lake Jessup at the mouth of Soldiers Creek, being a point on the Moses E. Levy Grant line; thence generally Westerly along the said Moses E. Levy Grant line to East right of way line of State Road 400 (being U.S. Highway 17-92); thence generally Southerly and Westerly along said East right of way line of State Road 400 to the intersection of said East right of way line with the South right of way line of Seminola Boulevard; thence Westerly and Northerly along SAID SOUTH RIGHT OF WAY LINE OF SEMINOLA BOULEVARD TO THE EAST RIGHT OF WAY LINE OF STATE ROAD 427; THENCE SOUTHERLY AND WESTERLY ALONG SAID EAST RIGHT OF WAY LINE OF STATE ROAD 427 TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD: THENCE SOUTHERLY AND WESTERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID SEABOARD COASTLINE RAILROAD RIGHT OF WAY LINE TO THE ORANGE COUNTY-SEMINOLE COUNTY LINE; THENCE WESTERLY ALONG THE ORANGE COUNTY-SEMINOLE COUNTY LINE TO THE EAST RIGHT OF WAY LINE OF INTER-STATE NO.4: THENCE SOUTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE NO.4 TO THE INTERSECTION WITH A LINE DEFINED AS RUNNING BETWEEN A POINT 991.11 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH-WEST 44 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AND A POINT 991.11 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE EAST ALONG SAID LINE TO THE POINT 991.11 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 29 EAST, 662.00 FEET: THENCE RUN SOUTH TO A POINT 662.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 36 TO A POINT 1790.4 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, THENCE SOUTH, PARALLEL TO SAID EAST LINE, 641 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID SECTION 1, 234.7 FEET MORE OR LESS TO A POINT ON THE EAST LINE 36.6 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 5, BLOCK C OF LAKE BELL TERRACE AS RECORDED IN PLAT BOOK V, PAGE 13 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LAKE BELLE TERRACE 243.42 FEET TO THE SE CORNER OF LOT 3, OF BLOCK D; THENCE EASTERLY 125.69 FEET TO THE NE CORNER OF LOT 4 OF SAID BLOCK D; THENCE SOUTHERLY ALONG THE EAST LINE OF BLOCKS D. E. AND F OF SAID LAKE BELL TERRACE 551.6 FEET TO A POINT 1436 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 1; THENCE EAST, PARALLEL TO SAID NORTH LINE 714.8 FEET TO A POINT 12.45 FEET SOUTH OF THE NORTH LINE AND 157.35 FEET EAST OF THE WEST LINE OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 1: THENCE SOUTH-ERLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEE ROAD 122 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LEE ROAD TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF GAY ROAD; THENCE SOUTH ALONG SAID RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE NORTH LINE OF GAY ROAD TO THE EAST; THENCE WEST 101.3 FEET MORE OR LESS TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK E OF KILLARNEY SHORES AS RECORDED IN PLAT BOOK O, PAGE 135 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: RUN THENCE SOUTH 793.9 FEET MORE OR LESS TO THE SW CORNER OF SAID BLOCK E; THENCE EAST, ALONG THE SOUTH LINE OF SAID KILLARNEY SHORES TO THE SE CORNER OF LOT 8, BLOCK D; THENCE NORTH 146.36 FEET TO THE NE CORNER OF SAID LOT 8; THENCE WEST 60 FEET TO THE EAST RIGHT OF WAY LINE OF ROBERT AVENUE; THENCE NORTH ALONG SAID RIGHT OF WAY AND ITS EXTENSION TO THE NORTH RIGHT OF WAY LINE OF GAY ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT 100 FEET WEST OF THE EAST LINE OF LOT 3 OF LORD'S SUBDIVISION AS RECORDED IN PLAT BOOK P, PAGE 89 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE NORTH 50 FEET: THENCE EAST 100 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 3, AT A POINT 50 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF GAY ROAD, THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF KILLARNEY SHORES AS RECORDED IN PLAT BOOK O, PAGE 135, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA TO THE NE CORNER OF LOT 1. BLOCK C OF SAID KILLARNEY SHORES; THENCE WEST 245 FEET MORE OR LESS TO THE NW CORNER OF LOT 2 OF BLOCK D OF SAID KILLARNEY SHORES: THENCE SOUTH 146.36 FEET TO THE SW CORNER OF SAID LOT 2; THENCE EAST 245 FEET MORE OR LESS TO THE SE CORNER OF LOT 3 OF SAID BLOCK C; THENCE SOUTH TO THE SE CORNER OF LOT 2, BLOCK C OF L.A. CHASE'S ADDITION AS RECORDED IN PLAT BOOK A, PAGE 73 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE WEST 100 FEET; THENCE NORTH 115.5 FEET PARALLEL TO THE EAST LINE OF LOTS 1 AND 2 OF SAID BLOCK C TO A POINT 105.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID BLOCK C TO A POINT ON THE WEST LINE OF LOT 7 OF SAID BLOCK C; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 7 TO THE NW CORNER OF LOT 1 OF E.B. MENDSEN'S SUBDIVISION AS RECORDED IN PLAT BOOK G, PAGE 143 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH-ERLY ALONG THE WEST LINE OF SAID E.B. MENDSEN'S SUB-DIVISION TO A POINT 25 FEET SOUTH OF THE NW CORNER OF LOT 5 OF SAID E.B. MENDSEN'S SUBDIVISION ALSO BEING THE NW CORNER OF THAT PORTION OF KILLARNEY ESTATES AS RECORDED IN PLAT BOOK K. PAGE 11 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING IN SECTION 1, TOWN-SHIP 22 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID KILLARNEY ESTATES TO THE SOUTH LINE OF SAID SECTION 1; THENCE WEST TO THE NW CORNER OF THE NE ¼ OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE SOUTH ALONG THE WEST LINE OF SAID NE 1/4 1790 FEET MORE OR LESS TO THE NE CORNER OF LOT 3, BLOCK C OF LAWNDALE. 3RD ADDITION AS RECORDED IN PLAT BOOK L. PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY. FLORIDA; THENCE WEST 157 FEET TO THE NW CORNER OF SAID LOT 3: THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK C 252 FEET MORE OR LESS TO THE SW CORNER OF LOT 7: THENCE EAST 140.3 FEET TO THE SE CORNER OF SAID LOT 7: THENCE SOUTH ALONG THE WEST LINE OF THE NE 14 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST 325 FEET TO THE NE CORNER OF THE S ½ OF LOT 4. BLOCK F OF SAID LAWNDALE, 3RD ADDITION; THENCE WEST 140 FEET TO THE NW CORNER OF THE S ½ OF SAID LOT 4; THENCE SOUTH 245 FEET TO THE SW CORNER OF LOT 7 OF SAID BLOCK F; THENCE EAST 140 FEET TO THE SE CORNER OF LOT 9 OF SAID BLOCK F: THENCE SOUTH 25 FEET TO THE NW CORNER OF THE SE ¼ OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE SOUTH ¼ MILE TO THE SW CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 12, THENCE WEST 1/4 MILE TO THE NW CORNER OF THE SE 4 OF THE SW 4 OF SAID SECTION 12; THENCE SOUTH ¼ MILE TO THE P.O.B.

Section 4. Governing Board.—

- (1) Selection of Board members. The City of Maitland, the City of Casselberry, the City of Winter Springs, the City of Winter Park, and Seminole County shall be entitled to representation on the Governing Board ("Board"). Each governmental entity shall appoint one member and one alternate member, and the alternate member shall be authorized by each respective entity to act in all matters for the governmental entity member during the absence of the member at any duly authorized Board meeting. Appointees shall be qualified electors within the appointing governmental entity. Members of the Board may be elected officials, employees of the respective entities, or citizens residing within the respective entities; but shall not be a professional engineer, attorney, or fiscal advisor contracted to provide service to any of the entities, whether or not the contract is for compensation and whether or not the contract is written; and shall not be party to a contract to provide construction or maintenance for the Authority; and shall not be an employee of or owner of any interest in a privately owned sewer utility. The appointing governmental entity entities may remove its appointed member or alternate member from office at any time without statement of cause and may appoint a new member for the remainder of the term. Board members and alternate members may be reappointed to successive terms. A member or alternate member not reappointed at the expiration of a term shall continue to serve as a fully authorized member or alternate member until reappointed, removed from office, or a successor is appointed.
- (2) Representation of Board members. In all matters coming before the Board, the weight of votes shall be:

- (a) The first 50 votes shall be divided equally among Board members, plus
- (b) An additional 50 votes shall be divided among Board members in the proportion that wastewater <u>capacity</u> flow from each governmental entity bears to the total wastewater <u>capacity</u> flow from all governmental entities. Flow from any private utility which is a direct customer of the authority shall not be included in determining allocation of voting. If a private utility is a customer of a governmental entity and the governmental entity is responsible for billing and collecting for authority services rendered to the private utility, the private utility's wastewater flow shall be included in determining the governmental entity's allocation of votes.
- (c) Wastewater <u>capacity</u> flow for determining weight of voting shall be <u>that capacity established each year</u> the quantity of wastewater in one year ending September 30. The proportions so derived shall determine weight of voting from October 1 to September 30 of the following year.
- (d) The first year of operation shall begin when the first flow of wastewater is transported to the regional sewage treatment plant through any part of the authority's system and shall end on the following September 30. During the first year of operation, the votes that are apportioned by flow shall be divided as follows:
 - 1. City of Winter Springs 0 Votes.
 - 2. City of Casselberry 19 Votes.
 - 3. Seminole County 6 Votes.
 - 4. City of Maitland 8 Votes.
 - 5. City of Winter Park 17 Votes.

An entity with no flow of wastewater in the authority's system shall have none of the votes proportioned by flow but shall share equally in the first fifty votes. Voting before the beginning of the first year of operation shall be by one vote per entity. For determining votes weighted by flow, flow collected by a local collection system owned and operated by a governmental entity shall be attributed to that entity whether or not the wastewater flow originates in or out of the municipal or county boundaries of the entity.

- (3) Date of selection. The first Board and alternate members shall be appointed within 30 days after this act takes effect for a term commencing October 1, 1978 and terminating:
 - (a) For members appointed by Seminole County, September 30, 1979.
- (b) For members appointed by the City of Casselberry, September 30, 1980.

- (c) For members appointed by the City of Winter Springs, September 30, 1981.
 - (d) For members appointed by the City of Maitland, September 30, 1982.
- (e) For members appointed by the City of Winter Park, September 30, 1982.

After this first term, terms of office shall be four years, terminating on September 30.

- (3)(4) Filling vacancies. If a member of the Board or his or her alternate is unable to serve for any reason, the entity represented shall, within 30 days after notification of that inability, appoint a new member or alternate member or both, to serve the remaining term of office. Said notification shall be addressed to the Mayor or Chairman of the Board of the represented governmental entity and shall be initiated by:
- (a) Absence by the member or his or her alternate from two consecutive duly authorized meetings of the Board as evidenced by minutes of Board meetings; or
 - (b) The member's decision of inability to serve.
- (4)(5) Selection of officers. The Board shall select a Chairman, and Vice Chairman, and Secretary from among its members at its <u>last annual meeting preceding each September 30</u> first meetings by majority vote, who shall serve until the following September 30. The Chairman and vice Chairman for each succeeding year shall be similarly selected at the last meeting of the Board that precedes September 30. The Chairman shall conduct and call meetings of the Board; the Board shall direct action and policy of the <u>Authority's authority</u> Director; and the Chairman of the Board and individual Board members and alternate members shall have no further participation in the operation of the Authority. In the absence or inability of the Chairman to act, the Vice Chairman shall perform the duties of the Chairman.
- (5)(6) Records. All actions of the Board shall be recorded in the minutes of its meetings. Minutes shall be approved at each succeeding meeting. Approved minutes shall be distributed by mail within 7 days after the meeting, at which they are approved, to each Board member and to the Mayor or Chairman of the represented governmental entities. Public access to meetings, minutes, and all other records of the Authority shall be as required by state and federal regulation.
- (6)(7) Meetings. The initial meeting of the board shall be within 90 days after this act takes effect, and The Board shall meet not less than once each calendar quarter thereafter. The Board may change the day, time, or location of any or all meetings or may call special meetings by majority vote at a regular meeting. Special meetings not called at a regular meeting may be called by the Chairman, by the Vice Chairman acting as Chairman, or by

mutual consent of any two Board members by giving 72 hours' notice by registered mail to each member and alternate member, and with notification to media as required by state and federal regulation. The Board or Director, as hereinafter defined, may cancel meetings but in no case shall there be fewer than one meeting each quarter of the year. The Board shall determine its own rules of order for conduct of meetings except that Robert's Rules of Order, Revised, shall apply for parliamentary matters. All meetings shall be public to the extent required by state and federal regulations.

- (7)(8) Quorum. A quorum shall be necessary for voting on any matter before the Board and shall consist of three four members. Regardless of total vote, no action may be taken without the votes of at least two members. Any matter may be reviewed at any regular or properly called special meeting when a quorum is not present but no vote may be taken except when a quorum is present.
- (8)(9) Required vote. No Board member may refrain or abstain from voting on any matter properly before the Board, except as provided by statute concerning conflict of interest, but may move to table or defer action on a matter. If any Board member believes that voting would be a conflict of interest, such possible conflict shall be <u>identified explained</u> by that member to the Board, <u>consistent with general law and that explanation shall be shown in the minutes of the meeting</u>. Determination of whether a matter is proper for consideration by the Board is defined by scope and powers within this Act and the intent of the definition is to limit and not broaden the scope of activity. Determination of propriety may be voted at the request of any member and such determination shall take precedence over all other matters before the Board at that time. Voting shall only be by members or alternate members present at a properly authorized meeting. Failure of a governmental entity to be represented at a properly authorized Board meeting shall not alone constitute cause to reconsider a matter.
- (9)(10) Compensation. No compensation shall be permitted a Board member, alternate member, the Chairman or Vice Chairman for being a member or for expenses of any nature from funds of the Authority or from any professional, service, or construction contractor that has business with the Authority. A governmental entity represented by a Board member or alternate member may pay salaries or expenses of its member or alternate member as it deems appropriate, but may not pay any salary or expense of a member representing another entity. In all matters concerning the Authority, Board members or alternate members shall be governed by state and federal regulation concerning conflict of interest, kickback, contributions, and gifts. State public financial disclosure regulations shall apply.
- (10)(11) Indemnification. After appointment as a Board member or alternate member and before being eligible to vote in any matter, each member and alternate member shall execute a bond in the penal sum of \$50,000, payable to the Authority and conditioned upon the faithful performance of duties prescribed or implied herein, which bond shall be

approved by the council or commission of the governmental entity represented by the member or alternate member. The represented governmental entity shall pay the cost of the bond. The represented governmental entity may provide said bond by pledge of its own assets or may act as coguarantor for a bonding company. Bonding companies shall be approved to do business in the state.

- Section 5. Definitions.—As used in this Act, the following words and terms shall have the following meanings, unless the context otherwise requires:
- (3) "Director" means a person <u>or entity</u> appointed by the Board <u>and employed or contracted by the Authority</u> to serve at the pleasure of the Board and to function as its chief executive officer.
- (4) "Member Entity" means any governmental entity which delivers wastewater to the facilities of the Authority for transmission.
- (5) "Transmission System" means wastewater pump stations and wastewater force and gravity mains owned by the Authority that transmit wastewater directly to the City of Orlando Gravity Sewer System which discharges directly to Ironbridge, as reflected by a duly adopted Authority Resolution.
- (6)(4) "Wastewater" means sewage or effluent of any nature or originating from any source, including residential wastes, or industrial wastes resulting from any processes or industry, manufacture, trade, or business, or from the development of any natural resources.
- (7) "Wastewater force and gravity mains" means those mains that transmit wastewater only between wastewater pump stations and the City of Orlando Gravity Sewer System which discharges directly to Ironbridge, as reflected by a duly adopted Authority Resolution.
- (8) "Wastewater pump station" means the final pump station within a sanitary sewer shed to which all the wastewater of a specified geographical area flows and which discharges directly to the City of Orlando Gravity System which discharges directly to Ironbridge, as reflected by a duly adopted Authority Resolution.
- (5) "Customer" means any governmental entity or private utility which delivers wastewater to the facilities of the authority for transmission.
- Section 6. Purpose and powers.—The Authority created and established by this Act is hereby granted and shall have all the rights, powers, and authority necessary, appurtenant, or incidental to the carrying out of the purposes of this Act, including the following rights and powers:
- (1) To employ <u>or contract with</u> a Director who shall be a person <u>or entity</u> of recognized ability and experience to serve at the pleasure of the Board; to contract for legal counsel, engineers, consultants, technical experts, and

agents for any purpose of the Board including engineering, architectural design, management, sewer planning, and other studies concerning the design of er facilities, and the acquisition, construction, operation, maintenance, regulation, consolidation, and financing of the Transmission System of the Authority; to determine the qualifications and fix the compensation of such persons, firms, or corporations; and to delegate to one or more of its agents or employees any of its powers as it shall deem necessary to carry out the purposes of this Act, subject always to the supervision and control of the Board. Notwithstanding the provision herein stated, it shall be the responsibility of the Authority to utilize the services of the staffs of participating Member Entities members to the fullest extent practicable and to not employ persons whose duties are essentially a duplication of the participating Member Entities' members' staffs.

- (2) To construct, install, erect, acquire by purchase, condemn by eminent domain proceedings in accordance with the provisions of chapters 73 and 74, Florida Statutes, and to improve, enlarge, reconstruct, maintain, repair, operate, and regulate a sewage transmission system.
- (4) To provide for all surveys and for the preparation of plans, specifications, and estimates in connection with the construction <u>and maintenance</u> of a <u>sewage</u> transmission system.
- (5) To enter into contracts and other instruments with the government of the United States, or any other department or subdivision of the United States or the state of Florida, or with any municipality or private corporation, for or relating to the transmission of wastewater and for other purposes necessary and proper to effectuate this Act.
- (6) To borrow money, to issue evidences of indebtedness, to apply for and accept grants and administer grants and comply with grant conditions on behalf of the Authority and its sponsoring entities, to make donations or loans, to provide aid for the planning, construction or reconstruction, or financing of the Transmission any System, and to enter contracts, leases, or other transactions with any agency of the United States government, the state, any agency of the state, Seminole County, Orange County, or any municipality or any other public body of the state, and to accept grants or donations from any other source, of either money, property, labor, or other things of value, to be held, used, and applied only for the purposes for which such grants or donations may be made.
- (7) To fix, alter, charge, establish, set, and collect reasonable rates, fees, rentals, and other charges for the services and facilities furnished by the <u>Transmission</u> System and owned or operated by the Authority, and for making connections and use of same, and to enforce penalties or other legal measures for delinquency, in the payment as hereinafter provided, which rates, fees, rentals, and other charges shall always be sufficient to comply with any covenants made with the holders of any bonds issued pursuant to this Act and which shall be just and equitable and uniform for the same class of customers and consistent with applicable federal requirements for same.

- (8) To serve as a wholesale service customer of the <u>City of Orlando entity or entities</u> which <u>operates Ironbridge operate the Regional Sewage Treatment Plant</u>, to receive charges for such services, and to allocate such charges to the various participating entities according to the requirements of this Act and according to regulations adopted pursuant hereto.
- To require connection to the Authority's Transmission System and to require all wastewater collection systems receiving or collecting wastewater from the public and operating facilities located within the Authority's boundaries to discharge their collected sewage directly or indirectly into the Authority's system for transmission by the Authority to <u>Ironbridge</u>, <u>subject</u> to Board approval by Resolution allowing a Member Entity to transmit its wastewater to an alternative wastewater treatment facility the regional sewage treatment plant. As for an exception, it is specifically noted that the Facility Plan, Orlando Easterly 201 Planning Area, July, 1977, does not call for the connection of Winter Springs to the authority's system until Winter Springs East plant reaches an average annual daily flow of 1.00 MGD and Winter Springs West plant reaches an average annual daily flow of 0.75 MGD. As a further exception, it is duly noted that Seminole County currently discharges no treated wastewater to surface waters and has a valid operation permit for the Dike Road facility. Therefore, the County will be required only to pay its portion of debt service. That portion of debt service shall be determined by adding the flow treated at the Dike Road facility to the system flow to determine a base total, the flow at the County facility will then be divided by the base total and multiplied by the annual system debt service to determine the County's portion of debt service. The County's portion of debt service will be paid in twelve (12) monthly payments, this method of payment shall continue until the Dike Road facility exceeds an average annual daily flow of 1.00 M.G.D. at which time the County will connect to the system and its rates will become those in effect for the Authority and further outlined in related sections of this Act.
- (10) To contract with any municipality, county, or other governmental entity to provide the service of transmission of wastewater through the Authority's system. The authority may also contract with any private utility which has a valid certificate issued by the Florida Public Service Commission, which certificate is in existence on the date this act takes effect; provided, however, the private utility shall first attempt to negotiate a sponsorship agreement with the governmental entity in whose territory the majority of the private utility's system is located.
- (11) To contract with the <u>Member Entities</u> represented participating governments or other entity customers or with a private contractor or contractors for operation and maintenance of <u>authority-owned</u> lift stations, force mains, and other <u>Authority transmission</u> facilities according to the following guidelines:
- (a) All lift stations serving only one entity shall be <u>owned</u>, operated, and maintained by <u>the Authority</u> that entity at its own expense, in accordance with standards promulgated by the authority, except that major repairs or

replacements costing \$1,500 or more shall be contracted by the Authority at its expense.

- (b) The authority shall contract the operation and maintenance of lift stations serving more than one entity. The operation and maintenance costs shall be allocated uniformly to users of the lift station based on flow, except that major repairs or replacements costing \$1,500 or more shall be contracted by the authority at its expense. The contract for operation and maintenance shall be with, in order of preference:
- 1. The entity, if any, which owned the lift station prior to implementation of the authority's system.
 - 2. An existing governmental entity; or
 - 3. A private contractor.
- (e) The Authority shall contract the operation and maintenance of its system of <u>wastewater</u> force <u>and gravity</u> mains and appurtenant facilities to one or more of the <u>Member represented participating governmental</u> Entities or to a private contractor.
- (13) To require the pretreatment of industrial wastes when the same are not amenable to treatment with normal domestic sewage before accepting industrial waste for transmission, and to refuse to accept industrial wastes when not sufficiently pretreated to standards as set by the Board or state or federal regulatory authorities, or the owner of Ironbridge the Regional Treatment Plant.
- (14) To construct, install, erect, acquire, or own and to operate, maintain, improve, extend or enlarge, and reconstruct a sewage Transportation System or systems within the boundaries of the Authority, and to have the exclusive control and jurisdiction thereof; and to pay all or part of the cost of such construction, reconstruction, erection, acquisition, or installation of such sewage Transportation System and additions, extensions, and improvements thereto as otherwise provided in this Act. The authority shall construct and own the system of force mains and lift stations shown on pages VIII D-47 through 60 of Volume III, Technical Appendix of the Facility Plan, Orlando Easterly 201 Planning Area, July, 1977, EPA Project C120399022. Such system is hereinafter known as the Northerly Interceptor System, the connecting points for which are itemized in Table 3-1, Page VIII D-10 of the facility plan. However, as final design progresses for each increment of expansion construction, if changes in connecting points are deemed advisable by the Member majority of the designated representatives of the governmental Entities to be represented on the Board, said changes shall be allowed. The authority shall acquire those elements of the Northerly Interceptor System currently owned by the units of local government which are to be utilized by the authorities. If said acquisition is by purchase, the units of local government shall sell these elements to the authority for an amount equal to the portion remaining at the time of acquisition of the

outstanding debt attributed to these facilities. However, in no case shall the acquisition amount exceed the portion of the outstanding debt attributed to these facilities remaining as of January 1, 1978. The authority may establish the maximum level of participation in reasonable costs of acquisition of facilities not owned by a local government as of January 1, 1978 and which are to become a part of the Northerly Interceptor System. It is not the intent of this action to violate existing bond covenants; therefore, where additional moneys or actions are required, the authority and the seller shall cooperate fully to insure that the transaction is completed at minimal additional costs. Reference is made to subsection (11) for specific limitations and guidelines on the operation and maintenance of the Authority's system and, to subsection (17) for specific limitations and guidelines for the expansion of the Authority's system, and to subsection (19) for assumption or retirement of indebtedness.

- (17) To develop plans to provide wastewater transmission service to present and future population centers within the Authority's boundaries in a timely manner and to coordinate its planning and programs with those of the appropriate municipal, county, state, and federal agencies. Before the Authority's Transmission interceptor System shall be expanded beyond the scope of facilities defined herein, the Board, by a minimum vote of three members, as the Northerly Interceptor System, the facility plan shall have the power and authority to amend the definition of the term "Transmission System" be amended to include the proposed expansion in accordance with applicable federal and state laws and regulations. The amended facility plan shall be approved by the authority, said approval shall require the affirmative vote of a minimum of three members of the Board. The local share of the costs of said expansions beyond the scope of facilities shown as the Northerly Interceptor System shall be paid by the entity or entities to be served by the expansion, unless the Authority Board unanimously approved allocating said costs uniformly to all users of the Authority's system.
- (18) To contract for necessary laboratory services with the City of Orlando, the owner of Ironbridge, the regional plant or another other governmental or private entity. The Authority shall specifically not construct, own or operate, or rent or lease laboratories.
- (19) To assume or retire the current indebtedness of any system or systems for which the authority assumes responsibility.
- (19)(20) To issue revenue bonds for the purpose of this Act, in the manner hereinafter provided.
- (20)(21) To pledge, or encumber all or any part of the revenues, rates, fees, rentals, or other charges or receipts of the Authority as security for all or any of the obligations of this Authority.
- (21)(22) To sue and be sued, implead and be impleaded, <u>and</u> complain and defend in all courts.

(22)(23) To pledge to the punctual payment of bonds pursuant to this Act, and interest thereon, an amount of the revenue derived from the facilities and services of the such wastewater Transmission System, including parts thereof theretofore acquired or constructed by said Authority, including extensions and improvements thereof thereafter constructed or acquired, sufficient to pay said bonds and the interest thereon as the same shall become due, and to create and maintain reasonable reserves therefor, and in addition, to pledge any special assessments levied as provided herein. Such amount may consist of all or any part of such revenues.

(23)(24) To use, in connection with the construction, acquisition, improvement, operation, or maintenance of the such wastewater Transmission System, any right-of-way, easement, lands under water, or other similar property rights, necessary, convenient, or desirable, held by the state or any political subdivision which consents to such use, whenever necessary to carry out the purposes of this Act and when in reasonable conformity with the intent of local regulations.

(24)(25) To prescribe and promulgate necessary rules and regulations consistent with the provisions of this Act, to regulate the use of the Transmission System, and to set standards and specifications for physical facilities and their operation and maintenance.

Section 11. Contracts for construction or improvements; sealed bids.— All contracts let, awarded, or entered into by the Authority for the construction, reconstruction, acquisition, or improvement of the Transmission a sewer System or any part thereof, if the amount thereof shall exceed \$5,000, shall be completed pursuant to general law awarded only after public advertisement and call for scaled bids therefor, in a newspaper published in the county circulating in the service area of the authority or, if there be no such newspaper, then in a newspaper published in the state and circulating in the service area, such advertisement to be published at least once no less than 21 days before the date set for the receipt of such bids. Such advertisements for bids, in addition to the other necessary and pertinent matters, shall state in general terms the nature and description of the improvement and improvements to be undertaken and shall state that detailed plans and specifications for such work are on file for inspection in the office of the authority and copies thereof shall be furnished to any interested party upon payment of reasonable charges to reimburse the authority for its expenses in providing such copies. The award shall be made to the responsible and competent bidder or bidders who shall offer to undertake the improvements at the lowest cost to the authority and such bidder or bidders shall be required to file bond for the full and faithful performance of such work in such amount as the authority board shall determine. In all other respects the letting of such construction contracts shall comply with applicable provisions of general law relating to the lettering of public contracts. Nothing in this section shall be deemed to prevent the Authority from hiring or retaining such consulting engineers, attorneys, financial experts, or other technicians as it shall deem necessary, or from undertaking any construction work with its own resources, without any such public advertisement, except as required by law. Provided, however, if an emergency exists as defined herein, bids shall not be required. In such case Provided, the Authority Board shall place on public record the circumstances creating the emergency. "Emergency" means any circumstance creating an imminent peril of the loss of life or property or endangering public health, safety, and general welfare, including financial welfare, of the Authority.

Section 12. Free wastewater transmission services prohibited.— Charges shall be fixed and collected from any county, school district, or other political subdivision using the services and facilities of the authority's transmission system as are fixed and collected from other users of such facilities in the same class. No free service shall be rendered by the Authority to any customer and no discrimination shall exist in the charges for users of the same class.

Section 15. Covenant of the state.—The state pledges to, and agrees with, the United States, that in the event any federal agency shall construct, or contribute any funds for the completion, extension, or improvement of, the Authority's system or any part or portion thereof, the state will not alter or limit the rights and powers of the Authority in any manner which would be inconsistent with the continued maintenance and operation of the <u>Transmission</u> System or the completion, extension, or improvement thereof, or which would be inconsistent with the due performance of any agreements between the Authority and any such federal agency, and the Authority shall continue to have and may exercise all powers herein granted so long as the same shall be necessary or desirable for carrying out the purposes of the United States in the completion, extension, or improvements of the <u>Transmission</u> sewage System or any part or portion thereof.

Section 18. Moneys of Authority system.—The moneys of the Authority derived from the Transmission such System, after bonds or other obligations have been issued pursuant to this Act, shall be deposited in one or more banks or trust companies in a special account or accounts and shall constitute trust funds, to be administered solely in accordance with the provisions of the resolution or resolutions authorizing bonds or other obligations pursuant to this Act, and any funds not required for the retirement of bond obligations shall be administered at the sole discretion of the Authority.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0534

Title:

Consider the request for a reduction of lien due to financial hardship, of the Code Enforcement Board lien of \$208,250.00 to the administrative costs of \$552.82, under Case # 12-70-CEB, on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel ID: 30-20-30-300-0180-0000, (Drew A. Mooty, Applicant). District4 - Lockhart (Alexis Brignoni, Code Enforcement Clerk)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Alexis Brignoni/407-665-7403

Background:

A detailed Background Timeline and Case History is included in the attachments.

In summary, the issue began as a response to a complaint on December 15, 2011, the Building Inspector observed the following violation located at 1880 Ranchland Trail, Longwood, FL 32750: Construction without the required permits. Changed the use of a Structure Without an Approved Certificate of Occupancy at 1880 Ranchland Trail.

On July 26, 2012, the Code Enforcement Board issued an Order giving the Respondent a compliance date of September 27, 2012.

On September 27, 2012, the Code Enforcement Board issued an Order extending the compliance date to January 24, 2013.

An Affidavit of Non-Compliance was filed by the Building Inspector after re-inspection on January 28, 2013.

At the March 28, 2013 hearing, the Code Enforcement Board issued an Order tabling the hearing date to August 22, 2013.

File Number: 2024-0534

On August 22, 2013, the Code Enforcement Board issued an Order continuing the hearing to September 26, 2013.

At the September 26, 2013 hearing, the Code Enforcement Board issued an Order continuing the hearing to February 27, 2014.

On April 24, 2014, the Code Enforcement Board issued a Second Order finding Non-Compliance and Imposing Fine/Lien, with the fine continuing to accrue until compliance is obtained.

The property owner remedied the violation, and an Affidavit of Compliance was filed by the Building Inspector after re-inspection on May 20, 2015.

The fine/lien totals \$208,250.00.

A background timeline is attached.

Pursuant to County Policy, the following items should be considered when evaluating a lien reduction request:

(a) The amount of the lien as compared to the value of the property:

Per the Property Appraiser information, the 2023 certified assessed value of the property is \$164,134.00. The lien totals \$208,250.00.

(b) The actions taken, or not taken, by the property owners in attempting to abate the code violation:

The Applicant did bring the property into compliance.

(c) The amount of staff time expended to bring the property into compliance:

The estimated administrative costs on this matter total: \$552.82.

As indicated in the letter by the Applicant, he inherited this property from his mother as she could not afford the property tax using her Social Security check which is her sole source of income.

The property was then legally divided into two lots, the subject parcel (1880 Ranchland Trail), and the other parcel (1870 Ranchland Trail) that included the existing home.

In early 2023, the Applicant sold 1870 Ranchland Trail as an effort to lessen his financial burdens.

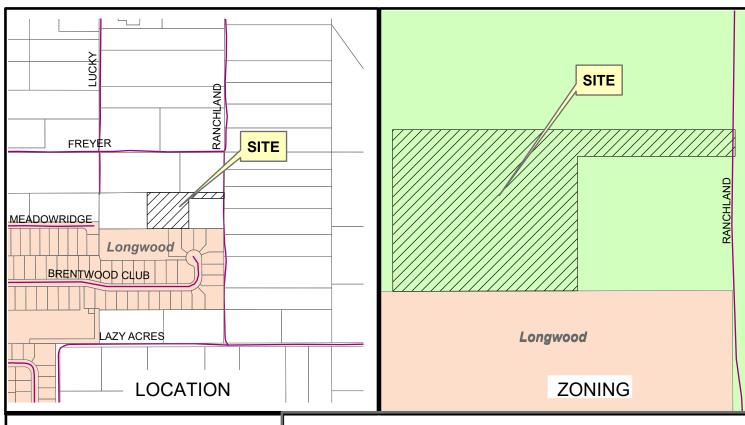
The Applicant and his mother currently rent the house at 1870 Ranchland Trail which is on the property that was split and sold. The Applicant is in discussions with this new property owner to sell him the remaining parcel that is the subject of this request.

File Number: 2024-0534

Once the lien is resolved, the Applicant can finalize the sale of the subject parcel, use the proceeds to pay their currently overdue rent, and try to secure his mother's care closer to family members out of state.

Requested Action:

Staff requests the Board of County Commissioners approve a reduction of the Code Enforcement Board lien of \$208,250.00, to the administrative costs of \$552.82, for Case # 12-70-CEB on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel ID: 30-20-30-300-0180-0000, owned by Drew A. Mooty, (Applicant), to be paid within 30 days or the lien revert to the original amount and authorize the Chairman to execute the Satisfaction of Lien upon payment in full.



DREW A. MOOTY **1880 RANCHLAND TRAIL** LONGWOOD, FL 32750

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PARCEL ID: 30-20-30-300-0180-0000

LEGEND





A-1

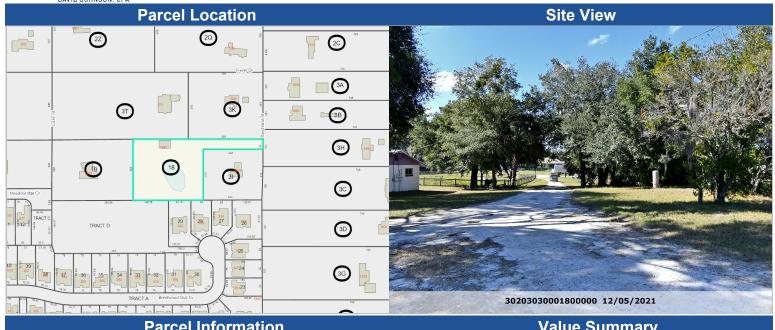


Property Record Card



Parcel 30-20-30-300-0180-0000

Property Address 1880 RANCHLAND TRL LONGWOOD, FL 32750



	Parcei Information
Parcel	30-20-30-300-0180-0000
Owner(s)	MOOTY, DREW A
Property Address	1880 RANCHLAND TRL LONGWOOD, FL 32750
Mailing	1870 RANCHLAND TRL LONGWOOD, FL 32750-3326
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	None
AG Classification	No

Value Summary			
	2024 Working Values	2023 Certified Values	
Valuation Method	Cost/Market	Cost/Market	
Number of Buildings	1	1	
Depreciated Building Value	\$42,936	\$38,080	
Depreciated Other Features	\$800	\$800	
Land Value (Market)	\$125,254	\$125,254	
Land Value Agriculture			
Just/Market Value	\$168,990	\$164,134	
Portability Adjustment			
Save Our Homes Adjustment	\$0	\$0	
Non-Hx 10% Cap (AMD 1)	\$0	\$0	
P&G Adjustment	\$0	\$0	
Assessed Value	\$168,990	\$164,134	

2023 Certified Tax Summary

2023 Tax Amount w/o Exemptions/Cap \$2,184.30 2023 Tax Bill Amount \$2,184.30

* Does NOT INCLUDE Non Ad Valorem Assessments

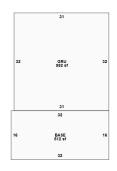
Legal Description

SEC 30 TWP 20S RGE 30E

N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

April 19, 2024 10:17 AM Page 1/3

Taxing Authority		Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT		\$168,990	\$0	\$168,990
SJWM(Saint Johns Water Management)		\$168,990	\$0	\$168,990
FIRE		\$168,990	\$0	\$168,990
COUNTY GENERAL FUND		\$168,990	\$0	\$168,990
Schools		\$168,990	\$0	\$168,990
Sales				
Description	Date	Book Page	Amount Qu	alified Vac/Imp
CORRECTIVE DEED	10/31/2007	06864 0675	\$100	No Improved
Land				
Method	Frontage	Depth	Units Units	Price Land Value
ACREAGE			0.2	\$20.00 \$4
ACREAGE			1.67 \$75,0	000.00 \$125,250
Building Information				
# Description Year Built** Bed Bat	h Fixtures Base Total SF Area	Living SF Ext Wall	Adj Value Repl Valu	e Appendages
1 SINGLE FAMILY 2006 1 1.	0 3 512 1,504	512 CONC BLOCK	\$42,936 \$45,67	7 Description Area
				GARAGE 992.00 UNFINISHED



Sketch by Apex Sketch

Building 1 - Page 1

^{**} Year Built (Actual / Effective)

	(**************************************				
Perm	iits				
Permit #	Description	Agency	Amount	CO Date	Permit Date
06557	BBQ GRILL - VIOLATION 09-98	County	\$2,850		8/12/2009
05224	ELECTRICAL	County	\$1,000		7/11/2012
07225	ADDITION OF STORAGE AREAS TO EXISTING POLE BARN	County	\$21,429		8/23/2013
Othe	r Features				
Descripti	on	Year Built	Units	Value	New Cost
SHED		04/01/1970	1	\$400	\$1,000
SHED		04/01/1970	1	\$400	\$1,000

April 19, 2024 10:17 AM Page 2/3

Zoning								
Zoning		Zoning Descri	iption	Future La	and Use	Future La	and Use Descri	ption
A-1		Low Density Re	esidential	LDR		Agricultura	al-1Ac	
Utility In	format	ion						
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
15.00	DUKE	CENTURY LINK	SEMINOLE COUNTY UTILITIES	SEMINOLE COUN UTILITIES	TY MON/THU	THU	WED	Waste Pro
Political	Repres	sentation						
Commissione	er	US Congress	State House	;	State Senate	Vot	ting Precinct	
Dist 4 - Amy Loc	khart	Dist 7 - Cory Mills	Dist 36 - RACHEL	. PLAKON I	Dist 10 - Jason Brodeur	24		
School I	Informa	ition						
Elementary So	chool Dist	rict	Middle School Distric	et	High Sc	hool District		
Longwood		,	Greenwood Lakes		Lake Mar	y		
Copyright 2024 © Seminole County Property Appraiser								

April 19, 2024 10:17 AM Page 3/3

617

Hello,

My name is Drew Mooty. Ten years ago, I inherited a portion of the property at 1880 Ranchland Trail, Longwood, FL, because my Mother could not afford the property tax from her monthly Social Security check. The barn was part of the 1880 Ranchland Trail property until it was subdivided to alleviate the tax burden on her two years before code enforcement came to inspect.

I had an electrical permit for the storage portion attached to the pole barn that unfortunately expired before I had funds or time to satisfy the County's demands while I was working out of town for almost a year; the fines were assessed and accrued. I could not afford to run power down to that pole barn due to the economic conditions while supporting my Mother.

The pole barn was on this portion of this property, which I turned into a storage area. Code enforcement from Seminole County came to inspect a fishpond and a BBQ grill next to the pole barn and deemed it a livable dwelling (I applied for homestead exemption to help reduce the property tax). I was required to demolish part of the pole barn or run power to a barn; as it turns out, the power company will not and does not run power to a barn.

I am a 64-year-old concrete laborer diagnosed with a terminal disease just over three years ago. Based on my situation, I will be working for the rest of my life as my health allows, and paying \$206,000 in fines will take more years than I have.

My Mother is currently 82 years old. I financially support her by paying her rent because social security is not enough to live on. Along with financially supporting her, I help her with daily tasks that she cannot perform due to her age and health while I am arranging for my Mother's care in North Carolina close to her grandchildren as I find it difficult to work even when my body and energy allow it as I will need care not far in the future, for myself.

A few life-changing events over the years made fixing the property to Seminole County standards financially prohibitive. A pandemic that started late in 2019 devasted and deprived most households of the ability to work and support themselves. I do not have the funds to satisfy the county fines.

I respectfully request that the board remove the fines and fees imposed on my property. I was compelled to apply for a demolition permit to comply with the County's demands. I hope we can work together to meet the board's expectations, and kindly ask for your forgiveness regarding the imposed fines. The funds from the sale of the property are needed to arrange for my Mother's care when I am unable to do so myself.

Respectfully Yours, Drew a moi

BACKGROUND TIME LINE FOR CASE # 12-70-CEB

DREW A. MOOTY

DATE	ACTION	RESULT
12/15/2011	Violations first observed by Building Inspector	
4/3/2012	Statement of Violation and Request for Hearing submitted to Clerk by Code Enforcement Officer	Case opened and Notice of Hearing for May 24, 2012 before the Code Enforcement Board sent to Respondent.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
5/15/2012	Inspector requested a continuance of May 24, 2012 hearing.	Amended Notice of Hearing sent to Respondent on May 16, 2012 continued to July 26, 2012.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
July 26, 2012	Code Enforcement Board Hearing - Findings of Fact, Conclusions of Law and Order	Order was issued by the Code Enforcement Board giving a compliance date of September 27, 2012 for the violations with a fine of \$250.00 per day if the violations are not corrected by the compliance date.
		Respondent was present.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
9/27/2012	Code Enforcement Board Hearing – Order Extending Compliance Date	Order was issued by the Code Enforcement Board giving a compliance date of January 24, 2013 for the violations with a fine of \$250.00 per day if the violations are not corrected by the compliance date.
		Respondent was present.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
1/28/2013	Affidavit of Non-Compliance submitted by the Code Enforcement Officer after a re-inspection on January 28, 2013.	The violations remain on the property. Affidavit of Non-Compliance and Notice of Hearing for March 28, 2013 sent to Respondent by Certified Mail.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
3/28/2013	Code Enforcement Board Hearing	The Code Enforcement Board tabled the hearing to the date of August 22, 2013.
		Respondent was present.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.

8/22/2013	Code Enforcement Board Hearing – Order Continuing Hearing	Order entered by the Code Enforcement Board continuing hearing to September 26, 2013. The Respondent was present at the hearing. Copy of the Order was sent to Respondent by
		First Class Mail. Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
9/26/2013	Code Enforcement Board Hearing – Order Extending Compliance Date	Order entered by the Code Enforcement Board continuing hearing to February 27, 2014.
		The Respondent was present at the hearing.
		Copy of the Order was sent to Respondent by First Class Mail.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
4/24/2014	Code Enforcement Board Hearing – Order Finding Non-Compliance and Imposing Fine Lien	Order was issued by the Code Enforcement Board imposing a lien in the amount of \$143,500.00 for 574 days of non-compliance with the fee accruing at \$250.00 per day for each day the violations continue or are repeated past April 24, 2014.
		The Respondent was present at the hearing.
		Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.
5/20/2015	Affidavit of Compliance filed by Code Enforcement Inspector	Affidavit of Compliance filed after permits were obtained on May 7, 2015.
		Copy of Affidavit of Compliance and total amount due mailed to Respondent by Code Enforcement Board Clerk as Respondent. Total amount of lien - \$208,000.00.
4/3/2024	Application for Reduction of Lien received	The Respondent is requesting a total waiver of the lien and a refund of the application fee of \$500.00 due to financial hardship.

GROWTH MANAGEMENT DEPARTMENT



CODE ENFORCEMENT

April 6, 2012

DREW A. MOOTY 1870 RANCHLAND TRAIL LONGWOOD, FL 32750

CASE NO - 12-70-CEB PARCEL I.D. NO - 30-20-30-300-0180-0000

The Seminole County Code Enforcement Board was created by Chapter 53 of the Seminole County Code as authorized by Chapter 162, Florida Statutes. The purpose of this Board is to facilitate the enforcement of the codes in force in Seminole County by means of a Board composed of seven citizens who can quickly and fairly reach decisions concerning alleged violations of these codes.

Seminole County has requested that you be called before this Board to determine whether you are in violation of its codes as alleged in the enclosed Statement of Violation and Request for Hearing. A Notice of Hearing is also enclosed setting the time, date and place of the public hearing.

You may appear at the hearing in person or you may be represented by counsel to present your side of the case. You have the right to call witnesses on your behalf and will have an opportunity to cross-examine all other witnesses. If you do not appear, the Board may proceed without you. Should the Board determine that a violation exists, it has the power to issue orders to take whatever steps are necessary to bring a violation into compliance, including the power to fine you and create a lien on your property up to two hundred and fifty dollars (\$250.00) for each day the violation continues past the date set for compliance by the Board's order. If the violation is corrected and then recurs or if the violation is not corrected by the time specified by the Code Officer, the case may be presented to the Enforcement Board even if the violation has been corrected prior to the hearing.

If you have any questions regarding your violation(s), please call Code Enforcement Officer Tom Helle, Inspector at 407-665-7338. If you have any questions regarding this hearing, please give me a call at the number listed below.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

Flizabeth Parkhurst

Clerk to the Code Enforcement Board

Enclosures: Statement of Violation/Request for Hearing

Notice of Hearing

cc: Tom Helle, Inspector

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO - 12-70-CEB

Petitioner,

VS.

DREW A. MOOTY PARCEL I.D. NO - 30-20-30-300-0180-0000

RE: 1880 RANCHLAND TRAIL, LONGWOOD, FL 32750

Respondent.

NOTICE OF HEARING

To: DREW A. MOOTY
1870 RANCHLAND TRAIL
LONGWOOD, FL 32750

NOTICE is hereby given that the Code Enforcement Board 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 THURSDAY, MAY 24, 2012, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) CONSTRUCTION WITHOUT THE REQUIRED PERMITS
- 2) OCCUPYING A STRUCTURE AS A LIVING SPACE WITHOUT AN APPROVED CERTIFICATE OF OCCUPANCY

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING AND DEVELOPMENT/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

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 INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 6th day of April 2012.

Elizabeth Parkhurst Clerk to the Code Enforcement Board Seminole County, Florida

Clips beth Parblurst

CEB NO. 12 - 70 - CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Chapter 162 and Chapter 53 Seminole County Code, the undersigned Tom Helle hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER:

Florida Building Code

Sections 105.1 and

110.1

LOCATION/ADDRESS WHERE VIOLATION EXISTS:

30-20-30-300-0180-0000

(see attached legal description)

1880 RANCHLAND TRL LONGWOOD FL 32750-0000

COMMISSION DISTRICT 4

NAME AND ADDRESS OF OWNER:

DREW A MOOTY

1870 RANCHLAND TRL LONGWOOD, FL, 32750

DESCRIPTION OF VIOLATION:

Construction without the required permits and occupying a structure as living space without

an approved certificate of occupancy.

DATE VIOLATION FIRST OBSERVED:

DATE 1st NOTICE OF VIOLATION:

DATE VIOLATION TO BE CORRECTED:

DATE OF REINSPECTION:

INSPECTION RESULTS:

December 15, 2011

December 15, 2011

January 15, 2012

April 03, 2012 via computer

Unpermitted construction remains

Based upon the foregoing, the undersigned Tom Helle hereby certifies that the above described violations continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for public hearing.

DATED THIS 3rd day of April 2012

Tom Helle, Inspector

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 3rd day of April 2012, by Tom Helle, who is personally known to me.

Notary Public in and for the County

and State Aforementioned

My Commission exp

ELIZABETH PARKHURST Commission DD 759226 Expires May 10, 2012 Bonded Thru Troy Fain Insurance 800-

623

GROWTH MANAGEMENT DEPARTMENT



CODE ENFORCEMENT

May 16, 2012

DREW A. MOOTY 1870 RANCHLAND TRAIL LONGWOOD, FL 32750

CASE NO - 12-70-CEB PARCEL I.D. NO - 30-20-30-300-0180-0000

Please find enclosed an amended Statement of Violation and Request for Hearing and a new Notice of Hearing. This will amend the copy that was mailed to you on April 6, 2012, amending the violation of Florida Building Code, Section 110.1 to read: changed the use of a structure without an approved Certificate of Occupancy at 1880 Ranchland Trail.

Your hearing date has been continued to: JULY 26, 2012 at 1:30 p.m.

If you have any questions regarding your violations, please call **Inspector Tom Helle at 407-665-7338**. If you have any questions regarding this hearing, please give me a call at the number listed below.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

Elizabeth Parkhurst

Clerk to the Code Enforcement Board

Enclosure: Amended Statement of Violation & Request for Hearing

Amended Notice of Hearing

cc: Tom Helle, Inspector

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO - 12-70-CEB

Petitioner.

VS.

DREW A. MOOTY
PARCEL I.D. NO -- 30-20-30-300-0180-0000

RE: 1880 RANCHLAND TRAIL, LONGWOOD, FL 32750

Respondent.

AMENDED NOTICE OF HEARING

To: DREW A. MOOTY
1870 RANCHLAND TRAIL
LONGWOOD, FL 32750

NOTICE is hereby given that the Code Enforcement Board 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 THURSDAY, MAY 24, 2012, JULY 26, 2012 at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) CONSTRUCTION WITHOUT THE REQUIRED PERMITS
- 2) OCCUPYING A STRUCTURE AS A LIVING SPACE CHANGED THE USE OF A STRUCTURE WITHOUT AN APPROVED CERTIFICATE OF OCCUPANCY AT 1880 RANCHLAND TRAIL

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING AND DEVELOPMENT/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

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 INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 6th day of April 2012. 16th day of May 2012.

Elizabeth Parkhurst
Clerk to the Code Enforcement Board

Seminole County, Florida

CASE NO. - 12-70-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Chapter 162 and Chapter 53 Seminole County Code, the undersigned Tom Helle hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

AMENDED

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER:

Florida Building Code

Sections 105.1 and

110.1

LOCATION/ADDRESS WHERE VIOLATION EXISTS:

30-20-30-300-0180-0000

(see attached legal description)

1880 RANCHLAND TRL LONGWOOD FL 32750-0000

COMMISSION DISTRICT 4

NAME AND ADDRESS OF OWNER:

DREW A MOOTY

1870 RANCHLAND TRL LONGWOOD, FL, 32750

DESCRIPTION OF VIOLATION:

Construction without the required permits and occupying a structure as living space changed the use of a structure without an approved certificate of occupancy at 1880 Ranchland Trl.

DATE VIOLATION FIRST OBSERVED:

DATE 1st NOTICE OF VIOLATION:

DATE VIOLATION TO BE CORRECTED:

DATE OF REINSPECTION:

INSPECTION RESULTS:

December 15, 2011

December 15, 2011

January 15, 2012

April 03, 2012 via computer Unpermitted construction remains

Based upon the foregoing, the undersigned Tom Helle hereby certifies that the above described violations continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for public hearing.

DATED THIS 16th day of May 2012

STATE OF FLORIDA **COUNTY OF SEMINOLE** Tem Helle, Inspector

The foregoing instrument was acknowledged before me this 16th day of May 2012, by Tom Helle,

who is personally known to me.

Notary Public in and for the County

and State Aforementioned

My Commission expires

ELIZABETH PARKHURST Commission # EE 185683 Expires May 10, 2016 Bonded Thru Troy Fain Insurance 80 626

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner,

VS.

DREW A. MOOTY
PARCEL I.D. NO. – 30-20-30-300-0180-0000

Respondent.		

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 12-70-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 30-20-30-300-0180-0000) located at 1880 Ranchland Trail, Longwood, located in Seminole County and legally described as follows:

SEC 30 TWP 20S RGE 30E N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

- (b) in possession or control of the property, and
- (c) in violation of Florida Building Code, Sections 105.1 and 110.1.

It is hereby ordered that the Respondent shall correct the violations on or before **September 27, 2012**. In order to correct the violations, the Respondent shall take the following remedial action:

1) OBTAIN THE REQUIRED PERMIT AND AN APPROVED CERTIFICATE OF OCCUPANCY OR REMOVE THE VIOLATION AFTER OBTAINING A DEMOLITION PERMIT

If the Respondent does not comply with the Order, a fine of \$250.00 per day will be imposed for each day the violations continue or are repeated after compliance past September 27, 2012.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order may be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of May 2012, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of May 2012, by Russel E. Hauck, who is personally known to me.

Elizabeth Parkhurst

Notary Public to and for the

County and State aforementioned.

My Commission Expires:

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner,

VS.

DREW A. MOOTYPARCEL I.D. NO - 30-20-30-300-0180-0000

Respondent.

ORDER EXTENDING COMPLIANCE DATE

The Seminole County Code Enforcement Board hereby issues this Order Extending Compliance Date and finds as follows:

(a) The Respondent is the owner of record of the property (Tax Parcel I.D. # 30-20-30-300-0180-0000) located at 1880 Ranchland Trail, Longwood, located in Seminole County and legally described as follows:

SEC 30 TWP 20S RGE 30E N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

(b) that the Respondent hereby requests the Board grant an extension to the current compliance date of September 27, 2012.

It is hereby ordered that the Respondent's compliance date of September 27, 2012 be extended to **January 24, 2013**.

The Respondent must contact the Code Enforcement Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Officer inspects the property and verifies compliance with this Order.

This Order may be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 27th day of September 2012, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, ČHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of September 2012, by Russel E. Hauck, who is personally known to me.

Elizabeth Parkhurst

Notary Public to and for the

County and State aforementioned.

My Commission Expires



SEMINOLE COUNTY, a Political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner.

Vs.

DREW A. MOOTY PARCEL I.D. # 30-20-30-300-0180-0000

Respondent.

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Tom Helle, Inspector, for Seminole County, who, after being duly sworn, deposes and says:

- 1. That on July 26, 2012, the Board held a public hearing and issued its Order in the above styled manner.
- 2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before January 24, 2013.
- 3. That the re-inspection on January 28, 2013 via computer, revealed that the corrective action ordered by the Board, has not been taken.

FURTHER AFFIANT SAYETH NOT

DATED this 28th day of January 2013.

Tom Helle, Inspector

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 28th day of January 2013, by Tom Helle, who is personally known to me and who did take an oath.

Notary Public in and for the County and

State aforementioned My Commission Expires:

ELIZABETH PARKHURST Commission # EE 185683 Expires May 10, 2016 Bonded Thru Troy Fein Insurance 800-385-7019

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner.

VS.

DREW A. MOOTY
PARCEL I.D. NO. – 30-20-30-300-0180-0000

Respondent.	

CORRECTED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 12-70-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 30-20-30-300-0180-0000) located at 1880 Ranchland Trail, Longwood, located in Seminole County and legally described as follows:

SEC 30 TWP 20S RGE 30E N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

- (b) in possession or control of the property, and
- (c) in violation of Florida Building Code, Sections 105.1 and 110.1.

It is hereby ordered that the Respondent shall correct the violations on or before **September 27, 2012**. In order to correct the violations, the Respondent shall take the following remedial action:

1) OBTAIN THE REQUIRED PERMIT AND AN APPROVED CERTIFICATE OF OCCUPANCY OR REMOVE THE VIOLATION AFTER OBTAINING A DEMOLITION PERMIT

If the Respondent does not comply with the Order, a fine of \$250.00 per day will be imposed for each day the violations continue or are repeated after compliance past September 27, 2012.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order may be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th 26thday of May July 2012, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 28th day of March 2013, by Russel E. Hauck, who is personally known to me.

Elizabeth Parkhurst

Notary Public to and for the

County and State aforementioned.

My Commission Expires:



SEMINOLE COUNTY, a political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner,

VS.

DREW A. MOOTY PARCEL I.D. NO - 30-20-30-300-0180-0000

Respondent.

ORDER CONTINUING HEARING

THIS MATTER came before the Code Enforcement Board of Seminole County for hearing on August 22, 2013 and the Board having heard sworn testimony and received evidence from Tom Helle, Inspector, on behalf of the Petitioner and Respondent or their Representative, hereby continues the hearing on this matter until September 26, 2013 at 1:30 p.m.

DONE AND ORDERED this 22nd day of August 2013, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA **COUNTY OF SEMINOLE)**

E. Hauck, who is personally known to me.

	N. K. TESLEY	n jarone	ls4
	Elizabeth Parkl	nurst	
	Notary Public t	to and for the	thibheanna
	County and Sta	ite aforementione	ELIZABETH PARKHU
	My Commission	on Expires:	Commission # EE 185 Expires May 10, 2016
	1		Bonded Thru Troy Fain Insurance 800
I HEREBY CERTIFY that on this Aday of	f Hugust		d correct copy of this
Order has been furnished by certified and	regular mail to the	Respondent: Pr	ew A. Mooty, 1870
Ranchland Trail, Longwood, FL 32750.	_ Olya	Jeth Bris	hurst
	Clerk to the Co	ode Enforcement	3oard

The foregoing instrument was acknowledged before me this 22nd day of August 2013, by Russel ck, who is personally known to me.

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner,

VS.

DREW A. MOOTY

PARCEL I.D. NO - 30-20-30-300-0180-0000

Respondent.

ORDER CONTINUING HEARING

THIS MATTER came before the Code Enforcement Board of Seminole County for hearing on September 26, 2013 and the Board having heard sworn testimony and received evidence from Tom Helle, Inspector, on behalf of the Petitioner and Respondent or their Representative, hereby continues the hearing on this matter until February 27, 2014 at 1:30 p.m.

DONE AND ORDERED this 26th day of September 2013, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 26th day of September 2013, by Russel E. Hauck, who is personally known to me.

Elizabeth Parkhurst

Notary Public to and for the

County and State aforementioned:

My Commission Expires:

ELIZABETH PARKHURST Commission # EE 185683 Expires May 10, 2016 Borded Thru Troy Fain Insurance 800-385-7019

I HEREBY CERTIFY that on this 15f day of October 2013, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent Drew A. Mooty, 1870 Ranchland Trail, Longwood, Florida 32750.

Clerk to the Code Enforcement Board

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

VS.

DREW A. MOOTYPARCEL I.D. NO – 30-20-30-300-0180-0000

Respondent.

CASE NO. 12-70-CEB

MARYANNE MIRGE, SEMINAE COUNTY CLERK OF CIRCUIT COURT & COMPTRALER BK 08254 Pgs 0811 - 812; (2pgs) CLERK'S # 2014048176 RECORDING FEES 18.50 RECORDING FEES 18.50 RECORDED BY J Eckenroth(a11)

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

THIS MATTER came before the Code Enforcement Board of Seminole County for hearing on April 24, 2014, and the Board having received evidence and having noted that the Respondent was not present or represented, thereupon issues the following Findings of Fact, Conclusion of Law and Order:

I. FINDINGS OF FACT

- 1) Notice as required by Section 162.12, F.S. was provided to Respondent.
- 2) The Respondent is the record owner of and in custody and control of the property described as (Tax Parcel I.D. # 30-20-30-0180-0000) located at 1880 Ranchland Trail, Longwood, located in Seminole County and legally described as follows:

SEC 30 TWP 20S RGE 30E N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

- 3) By prior Order of this Board dated July 26, 2012 the Board found the Respondent in violation of Florida Building Code Sections 105.1 and 110.1.
- 4) The above-stated order provided that a fine in the amount of \$250.00 per day would be imposed if the Respondent did not take certain corrective action by January 24, 2013.
- 5) An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required actions had not been obtained after reinspection on January 28, 2013. CERTIFIED COPY

CERTIFIED COPY

CLERK OF THE CODE

ENFORCEMENT BOARD

SEMINOLE COUNTY, FL

BY:

636

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondent is in violation of Florida Building Code Sections 105.1 and 110.1.

III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that a lien is imposed in the amount of \$143,500.00 for 574 days of non-compliance, from September 28, 2012 through and including April 24, 2014 at \$250.00 per day, and the fine shall continue to accrue at \$250.00 per day for each day the violations continue or are repeated past April 24, 2014.

The Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 24th day of April, 2014, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of April, 2014, by Russel E. Hauck, who is personally known to me.

Paula Halleck

Notary Public to and for the

County and State aforementioned.

My Commission Expire

PAULA MALLECK
Notary Public - State of Florida
My Comm. Expires Dec 27, 2017
Commission # FF 65533

I HEREBY CERTIFY that on this 25 day of 2014, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondent: Drew A. Mooty, 1870 Ranchland Trail, Longwood, FL, 32750.

Clerk to the Code Enforcement Board

SEMINOLE COUNTY, a Political Subdivision of the State of Florida,

CASE NO. 12-70-CEB

Petitioner,

Vs.

DREW A. MOOTY PARCEL I.D. # 30-20-30-300-0180-0000

Respondent.

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Tom Helle, Inspector, for Seminole County, who, after being duly sworn, deposes and says:

- 1. That on July 26, 2012, the Board held a public hearing and issued its Order in the above styled matter.
- 2. That the Respondent was to have taken certain corrective action by or before January 24, 2013.
- 3. That the permit was obtained on May 7, 2015, which satisfies the violations. Verified on May 20, 2015.

FURTHER AFFIANT SAYETH NOT

DATED this 20th day of May 2015.

Tom Helle, Inspector

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 20th day of May 2015, by Tom Helle, who is personally known to me and who did take an oath.

Notary Public in and for the County and

State alorementioned

My Commission Expires:



The document was prepared by: Alexis Brignoni Clerk to the Code Enforcement Board Seminole County Government 1101 East First Street Sanford, Florida 32771 407-665-7403

SATISFACTION OF CODE ENFORCEMENT BOARD LIEN

THIS instrument is to certify that the Order Finding Non-Compliance and Imposing Fine/Lien resulting from Seminole County Code Enforcement Board No: 12-70-CEB filed against Drew A. Mooty, said fine and lien being in the sum of Two Hundred and Eight Thousand, Two Hundred Fifty Dollars (\$208,250.00), filed by and on behalf of Seminole County, on April 24, 2014, and recorded in Official Records Book 825, Pages 0811-0812 of the Public Records of Seminole County, Florida, against the following described real property:

SEC 30 TWP 20S RGE 30E N 40 FT OF S 250 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 748 FT) & S 210 FT OF N 533 FT OF SW 1/4 OF NE 1/4 (LESS E 990 FT)

has been satisfied in full, and that the undersigned is authorized to and does hereby release its lien as to the whole of the above-described real property, and consent that the same be discharged of record.

DATED this 14th day of May 2024.

ATTEST:		BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida	By: Date:	JAY ZEMBOWER, 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 May 14, 2024 2024, regular meeting.
County Attorney		



Development Services Regular Agenda Items

Board of County Commissioners Meeting May 14, 2024



1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

Applicant: Drew Mooty

Request: Consider a reduction of the Code Enforcement Board lien of \$208,250.00, to the administrative costs of \$552.82, for Case # 12-70-CEB on the property located at 1880 Ranchland Trail, Longwood, and authorize the Chairman to execute the Satisfaction of Lien upon payment in full.

-



1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

- Code Enforcement Violation: Construction without the required permits and changed the use of a structure without an Approved Certificate of Occupancy.
- Request to reduce lien from \$208,250 to \$552.82
- Current property owner brought the property into compliance



1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

Requested Board Action:

Staff requests the Board of County Commissioners approve a reduction of the Code Enforcement Board lien of \$208,250.00, to the administrative costs of \$552.82, for Case # 12-70-CEB on the property located at 1880 Ranchland Trail, Longwood, and authorize the Chairman to execute the Satisfaction of Lien upon payment in full.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0558

Title:

Presentation - Committee on Aging Annual Report (Allison Thall, Community Services Director & Kelly Welch, Presenter, Community Health Division Manager)

Division:

Community Services - Community Health

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Kelly Welch/407-665-2391



Committee on Aging (COA)

Board of County Commissioners Meeting

May 14, 2024

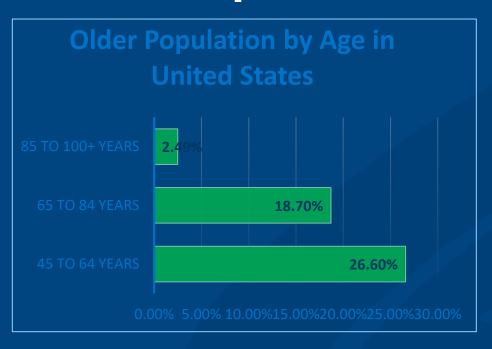


Background / History

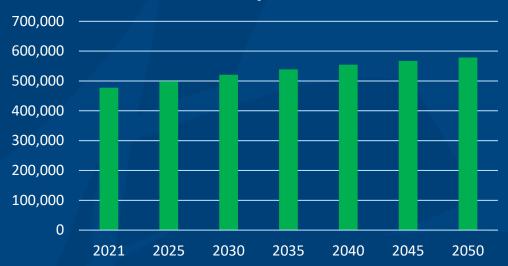
- On May 6, 2008, the Board of County Commissioners, on the recommendation of the Task Force on Aging, executed a Resolution which established the Committee on Aging. Additionally, Section 4.6 was added to the Seminole County Administrative Code to reflect this event.
- The Committee on Aging includes individuals from the following agencies: local law enforcement, faith-based, housing industry, local Senior Initiative, elder affairs attorney, local Area Agency on Aging, senior community residents, health care, Veterans Affairs and Hospice/end of life care.
- Purpose: To provide input and recommendations to the Board of County Commissioners regarding issues, policies, and services which promote and enhance senior residents' qualify of life.



Senior Population Growth



Projected Population Growth Seminole County – 2021 to 2050



- Florida is the 3rd most populated State, behind Texas and California.
- Population of Florida over the age of 18 is 80.6%

Source: U.S. Census Bureau, Population Division – revised December 2023



Seminole County Senior Population Growth





Source: https://www.flhealthcharts.gov/FLQUERY_New/Population/Count#



Current COA Members

Shannon Campbell (Chair) - Elder Affairs Attorney

Paul Bertram (Vice Chair) - *Veterans Interest*

Amanda Draughon - Local Law Enforcement

Shawnyell Amie - Housing Industry

Cynthia Kingston - Community Representative

Fr. John Bluett - Faith Based

Ana Scuteri - Health Care Interest

Dawn Garrison - Local Senior Initiative

Stephanie Sparks - Hospice/End of Life

Sandra Turner - Local Senior Resident

Genevieve Baranuk-Delgado - Mental Health

Matt Borchelt - Homeless Solutions

Karla Radka - Local Area Agency on Aging

Pending - Local Senior Resident



Current COA Members



SEMINOLE COUNTY STAFF LIAISONS:

Kelly Welch, Community Health Division Manager **Rebecca Eiland**, Community Health Program Specialist **Lidia Galeas**, Community Health Case Manager

From Left to Right: Genevieve Baranuk-Delgado, Paul Bertram (& K9 Walker), Cynthia Kingston, Sandra Turner, Ana Scuteri, Rebecca Eiland, Karla Radka, Kelly Welch, and Father John Bluett

Members missing from photo: Shannon Campbell, Amanda Draughon, Shawnyell Amie, Dawn Garrison, and Matt Borchelt

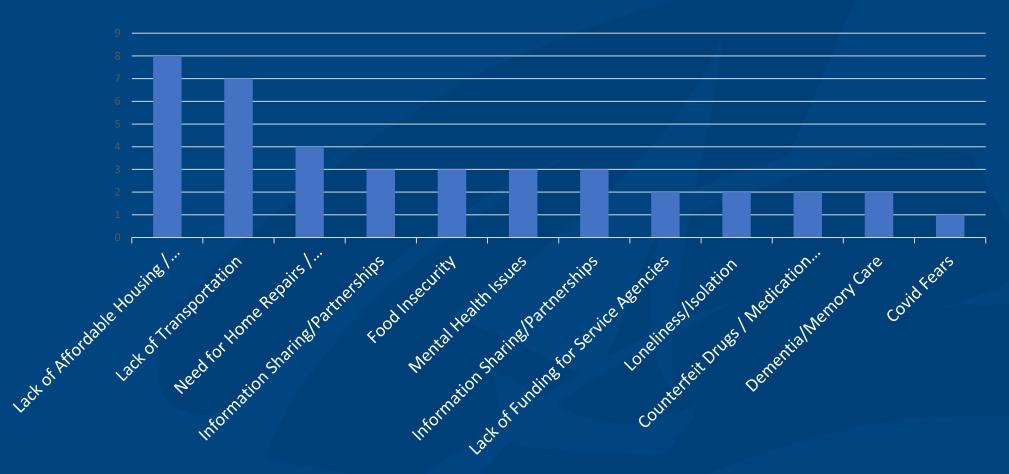


Annual COA Accomplishments

- **Engaged Committee** In 2023, 10 meetings were held to discuss issues impacting elderly Seminole County residents.
- Increased Knowledge 9 Trainings were held to increase committee members knowledge and expertise in elder related topics.
- **Community Outreach** COA members participated in outreach at community events and senior living communities to increase awareness of resources for the aging community.
- Seminole County Senior Needs Assessment



COA Identified Areas of Concern





COA Presentations





Recommendations and Next Steps

- Increased Committee Engagement in the Community (COA member assigned areas)
- Increased Knowledge Housing informational session(s)
- Community Outreach
 - COA members to assist in identifying senior facilities/events for outreach
 - COA members to partner with Community Health outreach to share senior specific resources
- Senior transportation i.e., MetroPlan/Lynx/Sunrail engagement



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0645

Title:

Tourism Improvement District (TID) (Gui Cunha, Tourism and Economic Development Administrator and Rick Durr, Parks and Recreation Director)



TOURISM IMPROVEMENT DISTRICT (TID) WORK SESSION

Board of County Commissioners Meeting
May 14, 2024



Outline / Agenda

- 1. Present State of Seminole County Tourism and Sports Facilities
- 2. Future Opportunities for Sports Tourism
- 3. Tourism Improvement District (TID)
- 4. TID Details: A Unique Funding Mechanism
- 5. Discussion and Questions



Background / History

- **1. May 9, 2023, BCC Tourism Work Session -** Presented the Tourism Improvement District (TID) and Indoor Sports Facility Concepts
- 2. Based on direction given, staff has been:
 - Working with the Tourism Development Committee (TDC), hoteliers and consultants to advance and refine the TID concept
 - b. Refining the Indoor Complex conceptual development program
 - c. Preparing for today's work session



Research and Analysis

Organization	Report
Smith Travel Research (STR)	Hotel Monthly Trends & Yearly Forecasts
Zartico	Sports Facilities Visitor Data (Drive and Overnight) Study
Hunden Strategic Partners (HSP)	Indoor Complex Feasibility Study
Destinations International	Event Impact Calculator
Downs and St. Germain	Visitor Study and Visitor Economic Impact Analysis
Civitas Advisors	Tourism Improvement District (TID) Feasibility and Formation



Seminole County Visitor Data

2022 / 2023

Economic Impact: \$1,236,299,700

Visitors: **2,243,300**

Direct Visitor Spending: \$740,437,300

Tourism Supported Jobs: 11,960

Tourism Wages and Salaries: \$363,503,900

Source: 2022/2023 Visitor Study Conducted By Downs & St. Germain

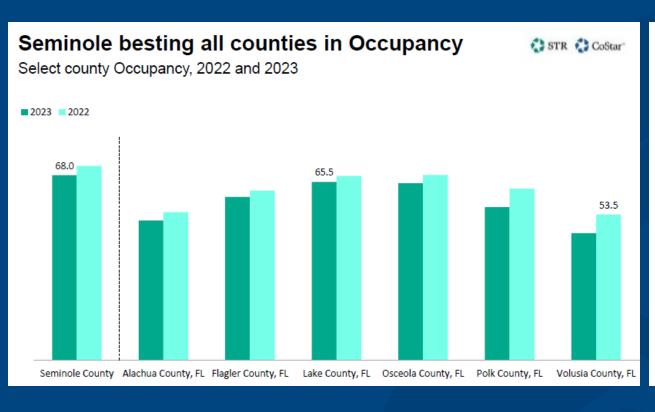


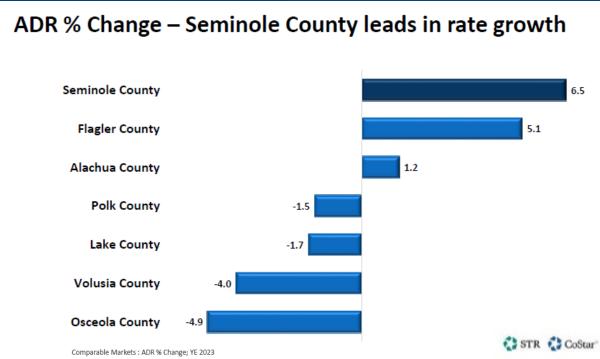
Day-of-Week Stay Trends

Febru	ary 2024	Occup	oancy	Average [(AI	Daily Rate DR)	Revenue Per Available Room (RevPAR)	
Weekday /	Weekend	Percentage	% Change	Rate (\$)	% Change	Revenue (\$)	% Change
Ma alada.	Current Month	74.6	-3.1	123.95	-2.1	92.49	-5.1
Weekday (Sun-Thu)	Year To Date	71.1	-3.4	118.56	-2.5	84.26	-5.8
	Running 12 Month	64.8	-6.6	107.42	3.0	69.65	-3.7
Wookend	Current Month	84.8	-0.9	145.87	0.8	123.70	-0.1
Weekend (Fri-Sat)	Year To Date	81.0	-3.3	134.94	-1.9	109.26	-5.1
(ITI-Sat)	Running 12 Month	74.5	-6.5	118.31	0.3	88.10	-6.2
	Current Month	77.4	-2.5	130.58	-1.2	101.10	-3.7
Total	Year To Date	73.7	-3.4	123.36	-2.4	90.93	-5.7
	Running 12 Month	67.6	-6.6	110.83	2.1	74.90	-4.6



Seminole County Stays - Best In Region 2022 / 2023







Sports Complex Current Status and Trends



16% are Visitors

+41% higher compared to overall destination mix

60% In-State Visitors

+18% higher compared to overall destination mix

42% observed in Accommodations

+78% higher compared to average visitor



Boombah Sports Complex Status - Actuals									
Fiscal Year	# of Events	Teams	Visitors	Room Nights	Eco Impact (\$)				
'15/'16	27	1,523	74,458	6,437	\$13,174,148				
'16/'17	55	3,493	132,021	11,570	\$18,900,000				
'17/'18	64	3,086	146,019	17,093	\$21,820,116				
'18/'19	57	3,149	147,854	23,670	\$25,349,765				
'19/'20	43	1,811	82,658	17,329	\$16,046,471				
'20/'21	54	3,304	125,485	27,160	\$31,145,048				
'21/'22	50	3,345	132,529	24,811	\$44,137,318				
'22/'23	51	3,026	124,766	21,975	\$43,615,954				
Totals	401	22,737	965,790	150,045	\$214,188,820				



Other Seminole County Venues - Actuals

Fiscal Year	# of Events	Teams	Visitors	Room Nights	Eco Impact
'16/'17	8	265	11,338	954	\$1,405,465
'17/'18	48	1,939	83,848	17,163	\$16,585,948
'18/'19	53	1,955	90,270	17,071	\$12,200,099
'19/'20	40	1,626	78,090	14,668	\$16,138,484
'20/'21	50	1,882	92,023	17,152	\$14,032,180
'21/'22	47	1,709	81,861	16,865	\$21,191,987
'22/'23	43	1,670	78,102	12,946	\$20,825,612
Totals	289	11,046	515,204	96,819	\$102,379,775



Seminole County Tourism Forecast

Key Performance Indicators

Metric	2023 Actual	2024 Forecast	% Change
Occupancy	68.0%	68.1%	0.2%
Average Daily Rate (ADR) \$	\$111.45	\$111.01	(0.4%)
Revenue Per Available Room (RevPAR) \$	\$75.79	\$75.63	(0.2%)

Source: STR 2024 Yearly Forecast



Moderate Revenue Per Available Room (RevPAR) Growth Expected

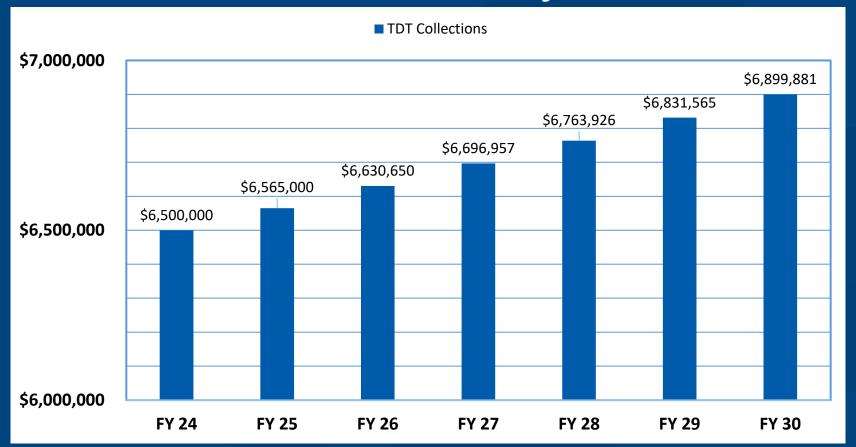
U.S. Hotel Industry Forecast

Metric	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast
Occupancy %	63.0%	63.6%	64.0%	64.1%
Average Daily Rate (ADR) % Change	4.3%	3.1%	2.8%	3.1%
Revenue Per Available Room (RevPAR) % Change	4.9%	4.1%	3.5%	3.2%
2019 Real RevPAR Index	(5.0%)	(3.5%)	(2.1%)	(1.0%)



Tourist Development Tax (TDT) Collection Forecast

Seminole County





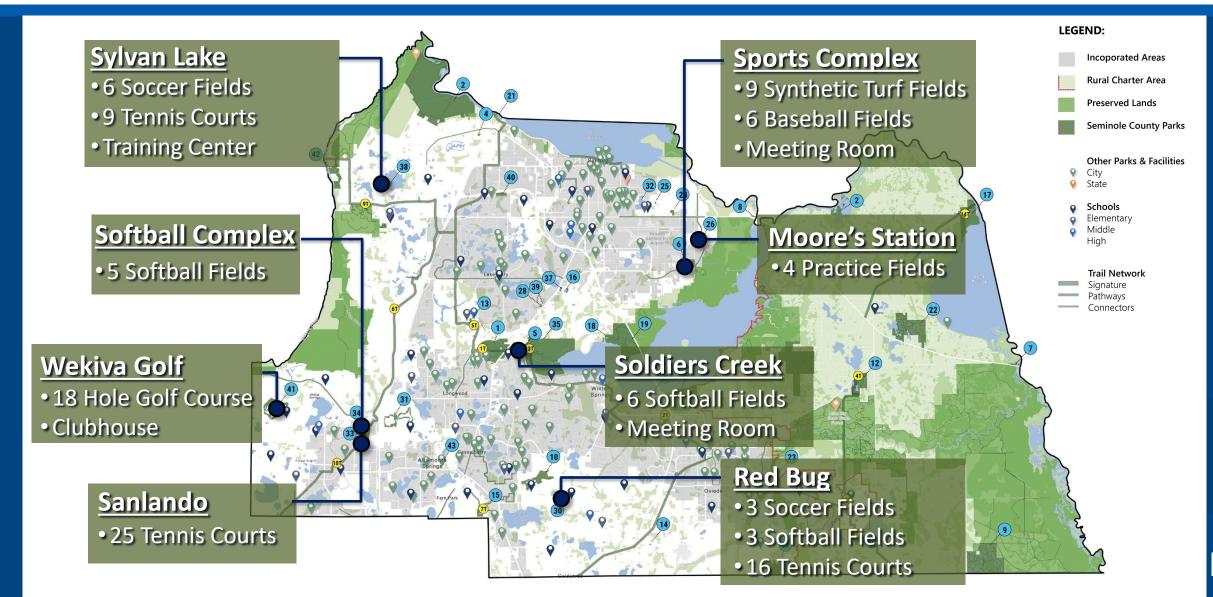
Potential Tourism Future Challenges

- Travel Demand Plateau
- FL Statute 125.0104 TDT Constraints
- Legislative Uncertainty
- Increased Competition
- Increased Risk Due to Venue Limitations



Current Status of Sports Facilities Inventory







2024 Facility and Program Review: Revenue & Economic Impact

	ID	Hour	s Reserve	eserved		Reservation Counts Organization Count		Revenue		Layout			
		FY 22	FY 23	Diff	FY 22	FY 23	Diff	FY 22	FY 23	Diff	FY 22	FY 23	
	1	58	188	130	19	89	70	4	5	1	\$1,322.19	\$4,782.30	Rectangular
Moore	2	100	97	-3	31	52	21	9	9	0	\$2,259.82	\$2,794.30	Rectangular
	3	223	106	-118	91	50	-41	12	6	-6	\$6,012.28	\$3,139.42	Rectangular
	4	164	114	-50	72	40	-32	11	5	-6	\$4,280.50	\$2,432.55	Rectangular
	1	494	543	49	215	237	22	66	77	11	\$13,790.46	\$17,519.99	Diamond
	2	362	415	53	151	192	41	80	81	1	\$10,615.66	\$12,758.82	Diamond
Bug	3	295	427	133	117	157	40	55	66	11	\$8,606.38	\$13,890.55	Diamond
Red Bug	А	<i>74</i> 1	<i>7</i> 36	-5	302	293	-9	17	15	-2	\$24,120.18	\$27,259.48	Rectangular
	В	471	531	61	158	180	22	14	8	-6	\$14,931.74	\$19,709.70	Rectangular
	С	600	613	13	211	203	-8	9	6	-3	\$18,533.09	\$21,992.65	Rectangular
	1	548	549	2	106	92	-14	27	33	6	\$12,587.58	\$14,326.76	Diamond
ball	2	771	808	37	168	171	3	28	28	0	\$17,387.27	\$20,982.56	Diamond
SC Softball Complex	3	649	663	14	134	129	-5	25	27	2	\$14,493.12	\$17,170.52	Diamond
ပ္က ပိ	4	595	563	-32	119	88	-31	24	25	1	\$13,238.82	\$14,246.27	Diamond
	5	572	584	11	109	121	12	29	28	-1	\$12,708.34	\$14,975.26	Diamond
¥	CF	1,196	1,121	-76	308	283	-25	23	28	5	\$29,797.05	\$29,823.86	Diamond
P P	2	1,124	1,127	3	255	273	18	20	36	16	\$26,322.71	\$29,955.99	Diamond
9	3	1,008	1,056	48	258	274	16	26	36	10	\$23,447.93	\$29,085.19	Diamond
Soldiers Creek Park	4	813	1,054	241	208	297	89	24	32	8	\$19, <i>7</i> 16.85	\$27,822.73	Diamond
die die	5	992	1,166	174	242	335	93	24	23	-1	\$23,490.57	\$31,311.35	Diamond
S	6	1,025	1,164	139	243	368	125	24	28	4	\$24,717.01	\$31,138.79	Diamond
	A1	1,493	1,468	-25	192	216	24	19	17	-2	\$37,271.66	\$41,304.76	Multipurpose
	A2	1,440	1,337	-103	203	204	1	18	18	0	\$35,414.41	\$37,674.72	Multipurpose
	АЗ	1,359	1,337	-22	206	204	-2	23	13	-10	\$33,607.83	\$38,576.72	Multipurpose
	A4	1,277	1,372	95	182	202	20	20	16	-4	\$31,341.12	\$38,403.13	Multipurpose
	B1	1,402	1,432	30	223	220	-3	17	15	-2	\$43,540.06	\$45,706.70	Multipurpose
ex ex	B2	1,330	1,333	2	201	201	0	16	10	-6	\$33,494.33	\$36,992.72	Multipurpose
Sports Complex	В3	1,319	1,273	-46	194	190	-4	10	9	-1	\$32,703.99	\$35,062.66	Multipurpose
ပိ	B4	1,384	1,393	9	216	213	-3	10	10	0	\$34,308.55	\$38,792.13	Multipurpose
hoot	B5	1,403	1,432	29	238	232	-6	15	14	-1	\$35,213.19	\$40,635.36	Multipurpose
S	C1	745	740	-5	88	84	-4	5	5	0	\$18,236.55	\$19,908.25	Diamond
	C2	626	661	35	77	78	1	4	5	1	\$15,245.29	\$17,635.87	Diamond
	C3	622	613	-9	75	71	-4	4	5	1	\$15,082.41	\$16,162.01	Diamond
	C4	690	653	-37	92	72	-20	5	5	0	\$16,676.10	\$17,372.46	Diamond
	D1	579	523	-56	69	58	-11	5	4	-1	\$13,897.37	\$13,776.56	Diamond
	D2	542	488	-54	68	55	-13	5	4	-1	\$12,962.84	\$12,826.76	Diamond
a ke	А	478	547	69	135	154	19	17	17	0	\$12,977.20	\$16,311.39	Rectangular
Sylvan Lake Park	В	504	545	41	118	139	21	15	13	-2	\$13,727.25	\$16,102.87	Rectangular
Pro	С	661	716	55	220	217	-3	22	23	1	\$20,468.05	\$23,707.51	Rectangular
4500	D	577	602	26	169	187	18	19	22	3	\$17,820.50	\$20,236.80	Rectangular
Tota	15	31,222	32,080	8.58	6,483	6,921	438	800	827	27	\$796,368.25	\$914,308.42	

Key Findings

- 1. In 2022 sporting events generated \$63.4 Million in economic impact.
- 2. Additional investment is needed to keep up with demand for sports fields and capitalize on their economic impact.
- 3. Growth in facility rentals / demand continues to increase beyond facility capacity for our residents.
- 4. Direct revenue for programs has been maximized (cost + 10% philosophy).
- 5. There is an opportunity to increase revenues through a wholistic approach to a sponsorship program.

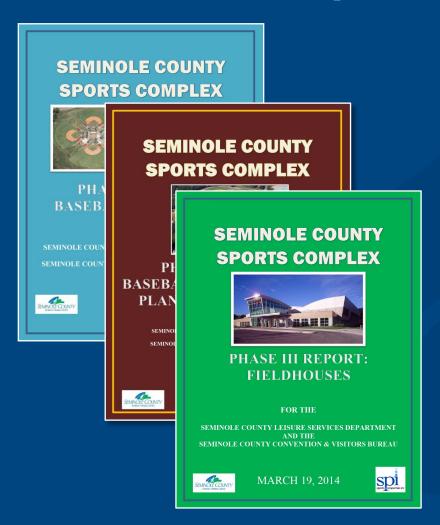


Outline / Agenda

- 1. Present State of Seminole County Tourism and Sports Facilities
- 2. Future Opportunities for Sports Tourism
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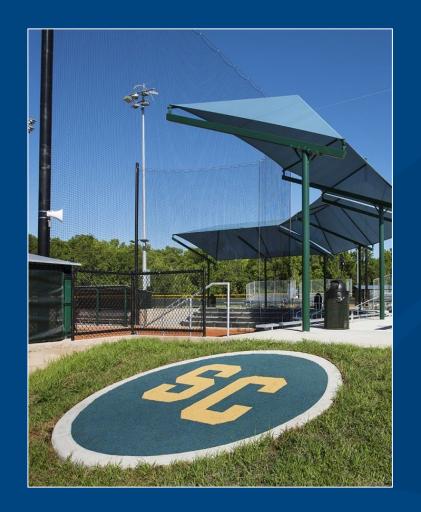
Timeline of Sports Facility Studies & Investments



- **2013** Sports Complex Volumes I and II Reports Completed:
 - I. Facility Development Program Study
 - II. Facility ProForma
- **2014** Analysis / Benchmarks Completed for Potential Indoor Complex
- **2014** A/E Design Services Contract Awarded CMAR Contract Awarded, for:
 - 1. Sports Complex
 - 2. Soldiers Creek Park Complex
 - 3. Indoor Sports Complex



Timeline of Sports Facility Studies & Investments



Sports Complex Construction Completed

Soldiers Creek Construction Completed

Indoor Complex Concept Revisited (Internal)

Park System Master Plan Update (Internal)

2023 Tourism Update / Work Session

10-Year Park System Master Plan Update



Tourist Development Tax (TDT) Funding: Sports Facilities

Current TDT Funding Allocations:

- Debt service on Sports Complex and Soldiers Creek construction:
 \$1.64M Annually Through FY 2044
- Debt service on the sports lighting for Sports Complex and Soldiers Creek:
 \$300,000 +/- Annually Through October 2027
- Funding for limited maintenance and minor upgrades at County Sports Facilities:
 Current FY Funding \$431,679
- Funding for artificial turf replacement from TDT Reserves:
 \$5.3M +/- FY 2025



Sports Facilities and Other County Funding Initiatives

General Fund CIP/Unfunded (2024 Park System Master Plan)

- \$14.4M Sports Facility Identified Needs (End-of-Life)
- \$19.4M Sports Facility 'Opportunities'

(Note: Does Not Include the Indoor Facility, WB Equestrian Property or Wekiva Golf Club)



Selected Sports Facilities Needs & Opportunities

- **1. Expand Sports Facility Inventory** Complete Hub D at Sports Complex; Tennis Complex renovations; new Pickleball courts, etc.
- 2. Major Facility Renovations Need Softball Complex, Red Bug (age, end of life, etc.)
- **3. Adapt to Resilient Field Construction -** Replace natural grass fields with synthetic turf at Hubs C and D at Sports Complex.
- 4. Technology Upgraded Wi-Fi for live streaming and other needs system-wide.
- **5. Concessions Facilities** Sports Complex kitchen; New opportunities at Sylvan Lake Park, etc.
- **6. Indoor Spaces -** Building enhancements or expansions for meeting rooms at Sylvan Lake, Sanlando, Red Bug, Wekiva Golf Club



Sports Facilities and Other County Funding Initiatives

General Fund CIP/Unfunded (2024 Park System Master Plan)

\$33.8M Identified Needs and Opportunities

Infrastructure Sales Tax - Proposed

Proposed Limited List of Facility End-of-Life Projects

Sports Lighting RFP - Proposed

In process – will evaluate funding/implementation opportunities

Enhanced Sponsorship Package - Proposed

Evaluation of potential revenue opportunities in process



Indoor Complex Concept 2014 - 2017



Benchmarked "The Top 20"

▼The Big House
 Tavares, FL

Myrtle Beach ►
Sports Center
Myrtle Beach, SC





■ AdventHealth ArenaBay Lake, FL







LakePoint Indoor Sports Facility Case Study

Emerson, GA

Features:

- Opened in May 2016
- \$32M Construction Cost
- 170,000+ SF Building
- 125,000 SF of clear-span floor space
- 12 Basketball Courts
- 24 Volleyball Courts
- 9 Meeting Rooms
- Video Wall
- 12 Digital Scoreboards
- Food Court
- 16,600 SF of Storage and Locker Rooms





Potential Types of Hosted Events/Activities



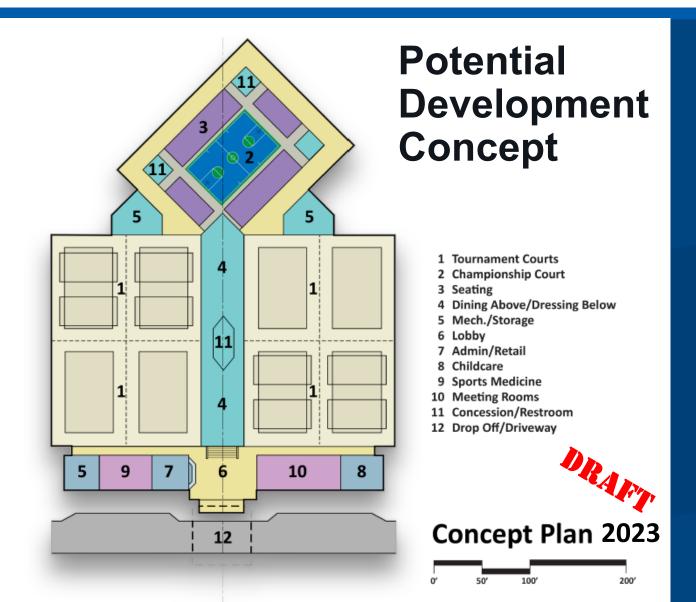
- Basketball
- Volleyball
- Wrestling
- Cheer/Dance
- Pickleball
- Graduations
- Banquets/Special Events



Potential Site Location









Potential Development Program - Updated

Indoor Complex (Fieldhouse)

172,000 +/- SF Structure

- 12 Basketball Courts
- 24 Volleyball Courts
- 6,000+ Guest Seating Capacity
- Stage / Special Events Flooring
- Full Size Synthetic Soccer Field
- Mezzanine/ Perimeter Track Level
- Cafe'/ Grille
- 8 Flexible Meeting Rooms
- Facility Offices
- First Aid Station
- Locker Rooms
- Maintenance/ Storage
- Restrooms/ Comfort Facilities

Site Development

- Parking Deck/ Surface Parking Combination
- Landscaping/ Outdoor Public Space(s)
- Controlled Site Access
- Loading Zones/ Maintenance Area
- Signs & Wayfinding (Thematic)
- Required Utilities and Infrastructure

Additional Development Opportunities

Potentially 8 Acres +/- Remaining

Potential Cost Estimates (Jan. 2024)

 \$66 - \$100M +/- Based on Development Program Options



Potential Development Concept





Conceptual Economic Impact of Indoor Complex

Impact Inputs & Projections												
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr7	Yr 8	Yr 9	Yr 10	Yr 20	Yr 30
Total Room Nights Generated												
Basketball Tournaments	4,688	5,625	6,563	7,031	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Volleyball Tournaments	11,250	13,125	15,000	16,875	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750
Wrestling Meets	-	-	540	540	540	540	540	540	540	540	540	540
Cheer/Dance	422	422	844	844	844	844	844	844	844	844	844	844
Pickle Ball	68	101	135	135	135	135	135	135	135	135	135	135
Graduations	682	682	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364	1,364
Banquets/Special Events	39	53	79	105	105	105	105	105	105	105	105	105
Total	17,148	20,008	24,524	26,894	29,238	29,238	29,238	29,238	29,238	29,238	29,238	29,238
Source: Hunden Strategic Partners												



Conceptual Economic Impact - New Net Spending

Direct Net New/Recaptured Spending to Seminole County (000s) - Indoor Sports Complex

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20	L	Year 30	Total
Food & Beverage	\$ 3,611	\$ 4,353	\$ 5,444	\$ 6,141	\$ 6,862	\$ 7,068	\$ 7,280	\$ 7,499	\$ 7,723	\$ 7,955	\$ 10,691	\$	14,368	\$ 284,107
Lodging	\$ 1,458	\$ 1,752	\$ 2,211	\$ 2,498	\$ 2,797	\$ 2,881	\$ 2,967	\$ 3,056	\$ 3,148	\$ 3,243	\$ 4,358	\$	5,857	\$ 115,756
Retail	\$ 1,982	\$ 2,390	\$ 2,989	\$ 3,372	\$ 3,768	\$ 3,881	\$ 3,998	\$ 4,118	\$ 4,241	\$ 4,369	\$ 5,871	\$	7,890	\$ 156,017
Transportation	\$ 3,036	\$ 3,662	\$ 4,576	\$ 5,160	\$ 5,764	\$ 5,937	\$ 6,115	\$ 6,299	\$ 6,488	\$ 6,682	\$ 8,981	\$	12,069	\$ 238,667
Other	\$ 1,777	\$ 2,144	\$ 2,680	\$ 3,022	\$ 3,377	\$ 3,478	\$ 3,582	\$ 3,690	\$ 3,800	\$ 3,914	\$ 5,261	\$	7,070	\$ 139,800
Total	\$ 11,864	\$ 14,300	\$ 17,901	\$ 20,193	\$ 22,569	\$ 23,246	\$ 23,943	\$ 24,661	\$ 25,401	\$ 26,163	\$ 35,161	\$	47,254	\$ 934,348

Source: Hunden Strategic Partners

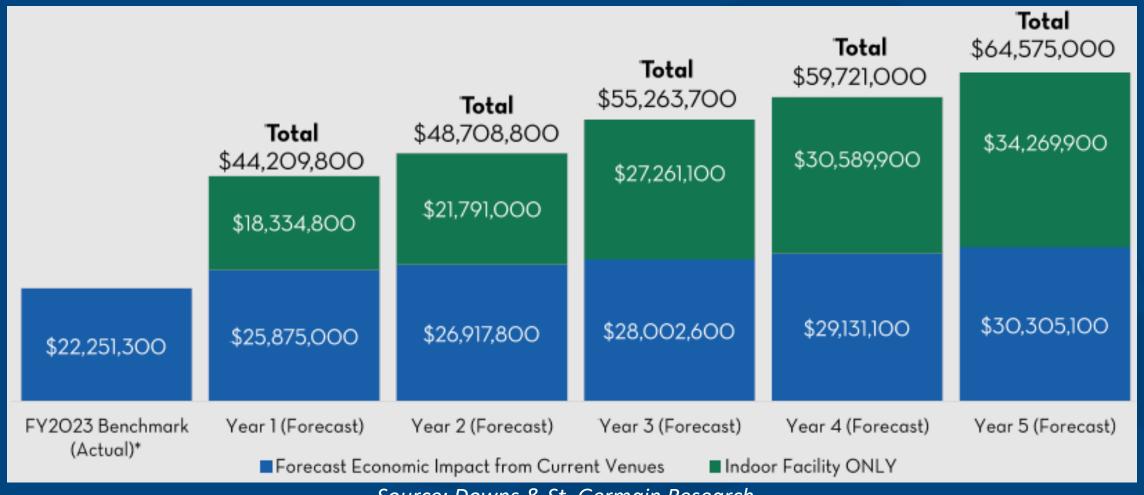
Direct, Indirect & Induced Spending to Seminole County (000s) - Indoor Sports Complex

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20	Year 30		Total
Direct	\$ 11,864	\$ 14,300	\$ 17,901	\$ 20,193	\$ 22,569	\$ 23,246	\$ 23,943	\$ 24,661	\$ 25,401	\$ 26,163	\$ 35,161	\$ 47,254	\$	934,348
Indirect	\$ 4,601	\$ 5,545	\$ 6,942	\$ 7,831	\$ 8,752	\$ 9,015	\$ 9,285	\$ 9,564	\$ 9,851	\$ 10,146	\$ 13,636	\$ 18,325	\$	362,341
Induced	\$ 2,511	\$ 3,027	\$ 3,788	\$ 4,273	\$ 4,775	\$ 4,918	\$ 5,066	\$ 5,218	\$ 5,374	\$ 5,535	\$ 7,439	\$ 9,998	\$	197,686
Total	\$ 18,975	\$ 22,872	\$ 28,632	\$ 32,296	\$ 36,096	\$ 37,179	\$ 38,294	\$ 39,443	\$ 40,626	\$ 41,845	\$ 56,236	\$ 75,576	\$ '	1,494,375

Source: Hunden Strategic Partners



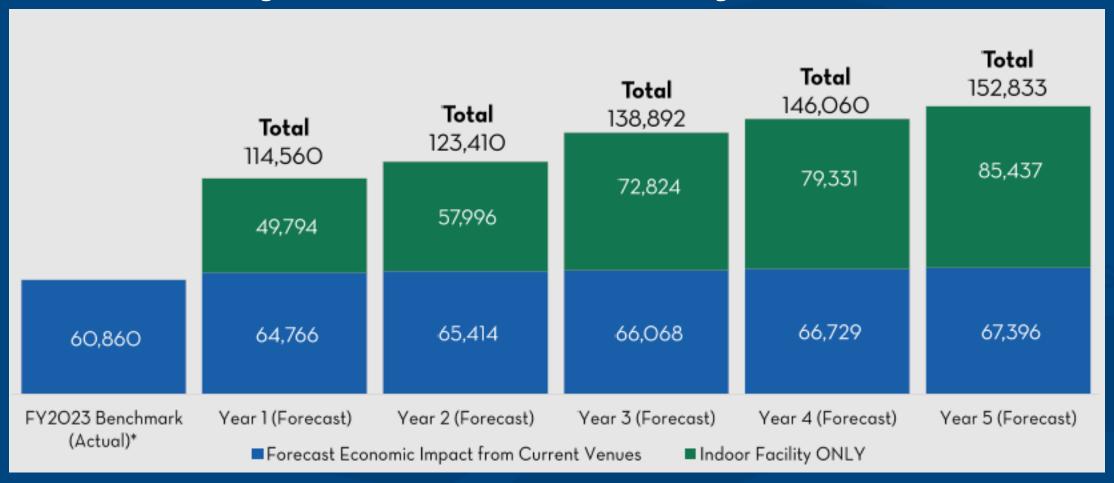
Projected Out-of-County Visitor Economic Impact



Source: Downs & St. Germain Research



Projected Out-of-County Visitors





Projected Total Room Nights





Outline / Agenda

- 1. Present State of Seminole County Tourism and Sports Facilities
- 2. Future Opportunities for Sports Tourism
- 3. Tourism Improvement District (TID)
- 4. TID Details: A Unique Funding Mechanism
- 5. Discussion and Questions



Tourism Improvement District (TID)

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



Tourist Development Tax (TDT) Funding: Programs

Current TDT Funding Allocations:

- Central Florida Zoo grant funding used for advertising, maintenance, and capital upgrades
- Main Street grant funding for Goldsboro and Sanford Main Street organizations
- Marketing programs that attract over 2 million visitors to Seminole County
- Sports Tourism business development initiatives that have accounted for over \$300 million in economic impact to Seminole County



Outline / Agenda

- 1. Present State of Seminole County Tourism and Sports Facilities
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Procedural Ordinance Highlights

- Establish a TID District Plan (Term, Assessment, Map)
- Establish a Bond Advisory Council
- Surplus funds will be spent with the provisions of the TID Plan
- No more than two TID assessments shall be levied upon any given Tourism Property
- 50% of the rooms within the TID must sign the petitions
- A Tourist Improvement District Assessment shall be levied annually by resolution of the Board of County Commissioners at a duly noticed public hearing and following notice to Owners pursuant to Section 71.7



Draft Ordinance Timeline

Actions / Tasks	Dates
Completed Tasks	
Determine the formation of legal parameters with the County	July - August 2023
Outreach and consensus-building to hotel and lodging business representatives; confirm proposed district parameters	July – December 2023
County review of Procedural Ordinance, Draft District Plan & Petition	October 2023 - April 2024
Next Steps	
County Hearing for Procedural Ordinance	May 14, 2024



STEP 2 – District Plan Adoption

• 50% of the rooms within the TID must sign the petition

5,131 Total Guest Rooms = **2,566 Rooms Required**





Draft District Plan - Timeline

Actions / Tasks	Proposed Dates
Public Hearing - Procedural Ordinance	May 14, 2024
Petition Drive	June 2024
Notice of Resolution of Levy	July 2024
Assessment Effective Date	January 2025



5. Discussion and Questions



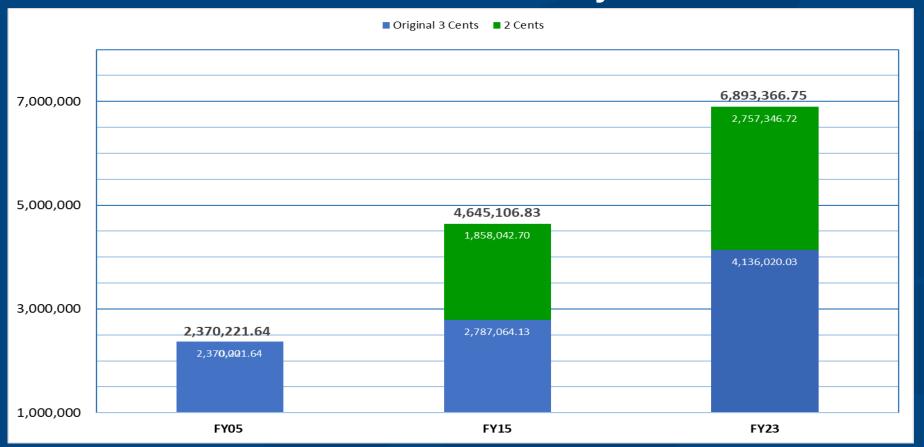
Appendix

TOURISM IMPROVEMENT DISTRICT (TID) WORK SESSION

BOARD OF COUNTY COMMISSIONERS MEETING MAY 14, 2024



Tourist Development Tax (TDT) Collection Seminole County







Vacation Rental Report

Month 2023/24	Occupancy (%)	ADR (\$)	Rev PAR (\$)
December	30%	\$157	\$46
January	28%	\$153	\$42
February	32%	\$163	\$52

Source: KeyData Dashboard

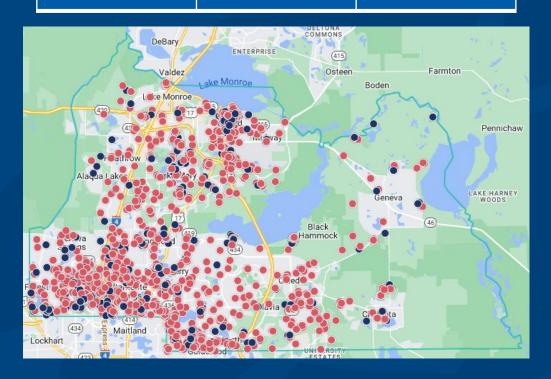




Vacation Rental Map

Total Listings 1,347

Airbnb 1,137 Vrbo 210



Source: KeyData Dashboard



KEY INSIGHTS

13% of all visitors to Orlando North - Seminole County during the time studied were observed at a sports POI. Furthermore, visitors represented **16% of all observations at sports facilities**, with the Boombah Sports Complex and Boombah - Soldiers Creek Park having the highest shares of visitors.

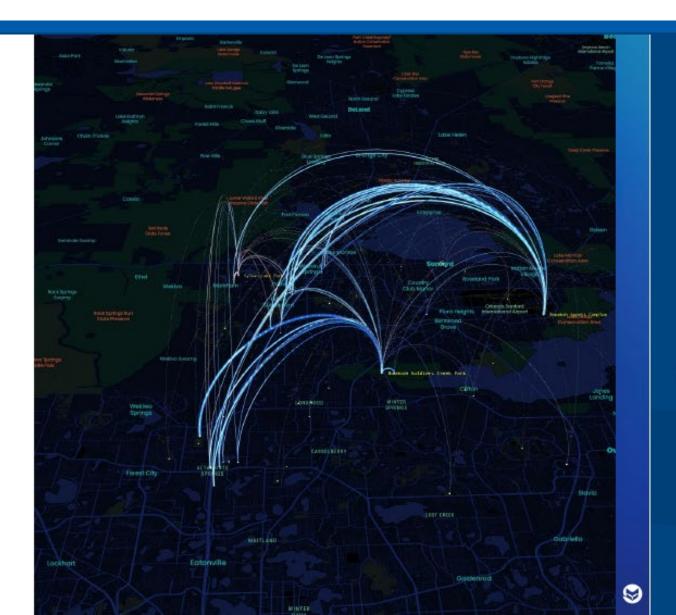
Sports tourism visitors are **more likely to be from in-state markets,** including the Tampa FL and Miami FL markets, compared to the overall destination mix.

Sports tourism visitors were **more likely to visit other POIs in the Southwest Region and Lake Mary regions** compared the average destination visitor. They were also **more likely to visit accommodations, food, and other sports POIs** compared to the average destination visitor.



Where do sports visitors also go?

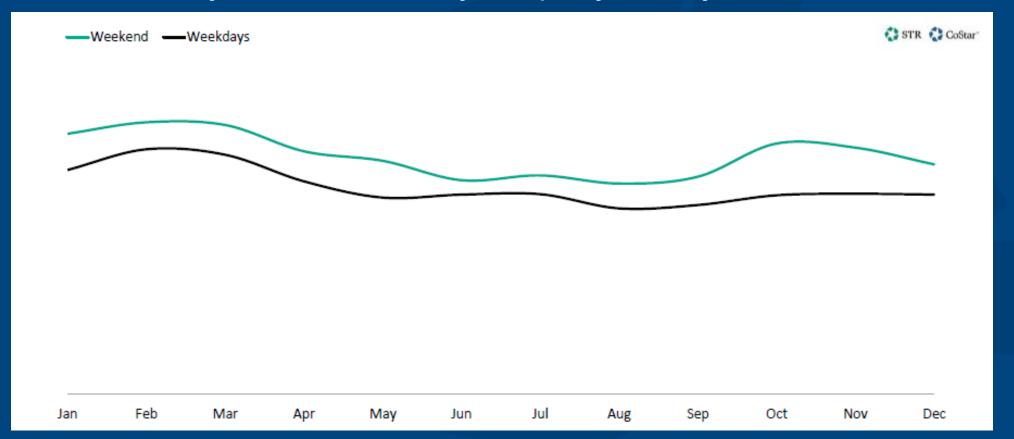
- 42% of sports facility visitors were also observed at a Seminole County accommodation POI
- 10% of sports facility visitors were also observed the Orlando International Airport
- 15% of sports facility visitors were also observed the Walt Disney World resort.
- Visitors observed at the Boombah Sports Complex and Boombah - Soldiers Creek Park had the highest share of visitation to accommodations





Weekend Occupancy Continues to Trend Higher Than Weekday

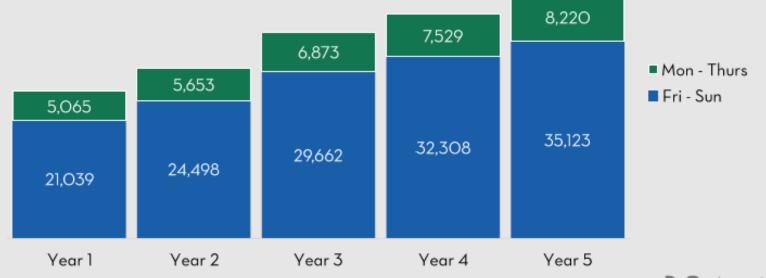
Seminole County, Weekend & Weekday Occupancy: January 2023 – December 2023





ROOM NIGHTS: WEEKEND vs. WEEKDAY

Weekend vs. Weekday Room Nights from Facility Visitors

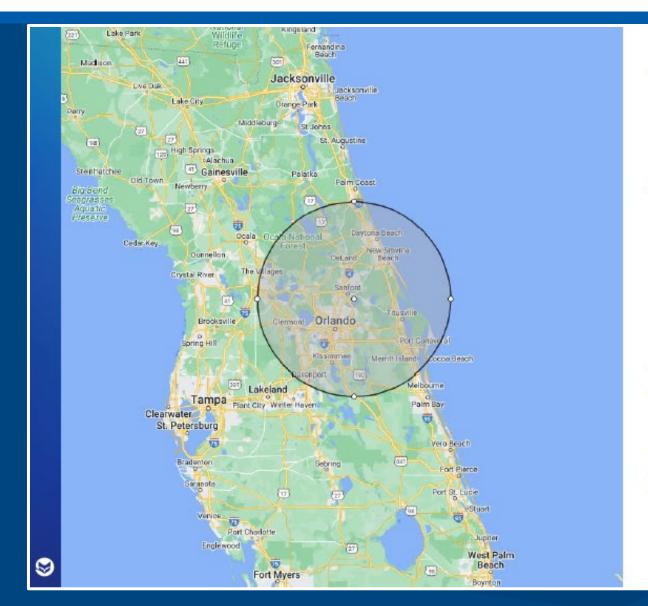


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Visitor Definition

Zartico defines a visitor as someone who has:

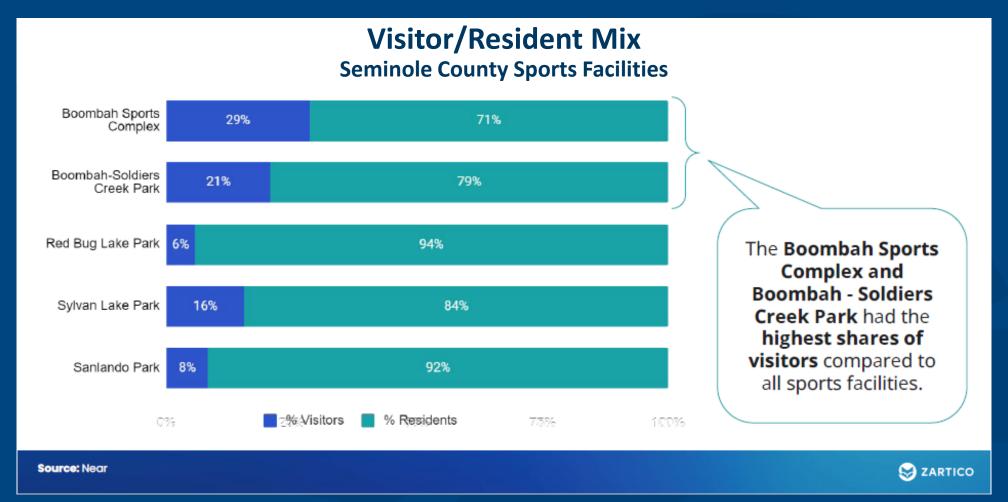
- Come from over <u>50 miles</u> from their common evening location
- Stayed for more than <u>two hours</u> in your destination
- Visited at least <u>one place of impact</u>

There is no time minimum that a person must stay at a POI to be counted a visitor, but they must meet all three criteria to be counted.

Regarding **visitor spending**, a visitor is defined as a transaction greater than <u>60 miles</u> between the center of the cardholder zip and the center of the merchant zip.



Local Demand is Vital





Seminole County Forecast Themes

- Get Used to Normalization
- Demand Continues to Grow, Albeit Slowly
- Travel Returns to Major Markets
- Seminole County:
 Record Room Rate & Revenues in 2023
- Seminole County Forecast:
 Seeing Plateau Effect



2024 Master Plan Facility and Program Reviews



Assessment Criteria:

- 1. Identified Public Safety Issues
- 2. Inventory Deficiency
- 3. Regulatory or Land Management Need
- 4. Existing Master Plans / Management Plans
- 5. Existing Analysis
- 6. Existing CIPs
- Existing Agreements / Partnerships
- 8. Input from PPAC / Volunteers
- 9. Economic Opportunity
- 10. Staff Knowledge / Recognition of Opportunities



2017 Indoor Complex Concept Revisit







Potential Indoor Complex Timeline

Actions / Tasks	Possible Dates
Issue RFP for A/E, CMAR Contracts	September 2024
Initiate Bond Process for TID Revenue	January 2025
Selection of A/E Team, CMAR Contractor	March/April 2025
Indoor Complex Master Plan Approval/ Guaranteed Maximum Price (GMP) Negotiation	Early 2026
Potential Construction of Facility Duration	12-18 Months (Tentative)



Tourism Improvement District (TID)

Key Takeaways:

- TIDs are hotel-led and hotel managed
- TIDs have been successful at generating supplemental room nights
- If you start a TID, best practices demand that KPIs are established and resources are dedicated to continuous tracking
- General destination statistics should be supplemented with room night generation and hotel revenue generation tracking
- Service on a TID board or committee ensures that hotel voices are heard



Tourism Improvement Districts: Boon or Bust? Kelsey Waite, Jennifer Foster, John Lambeth STR & Civitas





SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0410

Title:

Connection Point Commercial Center Rezone - Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426; (CPCC Oviedo, LLC, Applicant) District1 - Dallari (Annie Sillaway, Senior Planner)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting approval of a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) to develop the subject property as a self-storage facility in compliance with the C-3 zoning district which permits general office, commercial and wholesale distribution, storage, and light manufacturing.

The subject property has an Industrial Future Land Use designation, which allows a maximum Floor Area Ratio (F.A.R.) of 0.65 and permits the requested C-3 zoning district.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Future Land Use: Industrial

Zoning: A-1(Agriculture) and PD (Planned Development) known as the Big Boys Storage PD, permitting storage of boats and recreational vehicles

with a maximum F.A.R. of 0.65.

West: Future Land Use: Industrial

Zoning: C-3 (General Commercial & Wholesale)

File Number: 2024-0410

North: Future Land Use: Industrial

Zoning: PD (Planned Development) - known as the Alro Metals PD

permitting office and warehouse uses, with a maximum F.A.R. 0.65.

South: Connection Point

Future Land Use: Industrial

Zoning: C-3 (General Commercial & Wholesale)

Site Analysis

Floodplain Impacts:

Based on the FIRM map with an effective date of 2007, there does not appear to be floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be approximately 1.46 acres of wetlands on the subject property. A topographic survey showing wetland and floodplain delineations will be required at Site Plan Approval. The Applicant will be required to provide a fifteen (15) foot minimum, twenty (25) foot overall average wetland buffer around the wetlands that are to remain on site.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to Site Plan Approval.

Utilities:

The site is located within Seminole County's utility service area and is required to connect to public utilities for water. A gravity sewer main is not readily available in the area; therefore, the site will utilize septic for onsite sewage. The site is not in the tenyear master plan for reclaim water. Water capacity is available to service the proposed development.

Transportation/Traffic:

The property proposes access onto Connection Point, which is classified as a local road. Connection Point does not have improvements programmed in the County's five

File Number: 2024-0410

(5) year Capital Improvement Program.

Sidewalks:

The Developer will be required to construct a five (5) foot wide sidewalk along the property frontage.

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 the pre-vs-post volumetric difference for the twenty-five (25) year, twenty-four (24) hour storm event.

Buffers:

Buffer requirements will be determined at the time of Final Engineering Site Plan review.

Open Space:

The requested C-3 (General Commercial & Wholesale) zoning classification requires a minimum of twenty-five (25%) percent open space.

Consistency with the Land Development Code

The requested C-3 (General Commercial & Wholesale) zoning district has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 42.

The request is consistent with the Land Development Code of Seminole County and the compatible with the surrounding trend of development in the area. The requested C-3 zoning district has been established along Connection Point, and the surrounding parcels to the north, south, east, and west have an Industrial Future Land Use permitting the requested C-3 zoning district.

At the time of Engineered Site Plan review, the development must meet all requirements for parking, access, maximum building height, minimum open space requirements, permitted uses, and maximum F.A.R., in accordance with the Land Development Code Seminole County.

Consistency with the Comprehensive Plan

The purpose and intent of the existing Industrial Future Land Use is to identify locations for a variety of heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. This land use

File Number: 2024-0410

should be located with direct access to rail systems, collector, and arterial roadways, and as infill development where this use is established. The maximum intensity permitted in this designation is an F.A.R. of 0.65.

Under Policy FLU 17.5 Evaluation Criteria of Property Rights Assertions, the reasonable use of property is a use that does not adversely affect the public health, safety, morals, or welfare and is compatible with abutting or proximate properties and is otherwise a use that is consistent with generally accepted land use planning principles.

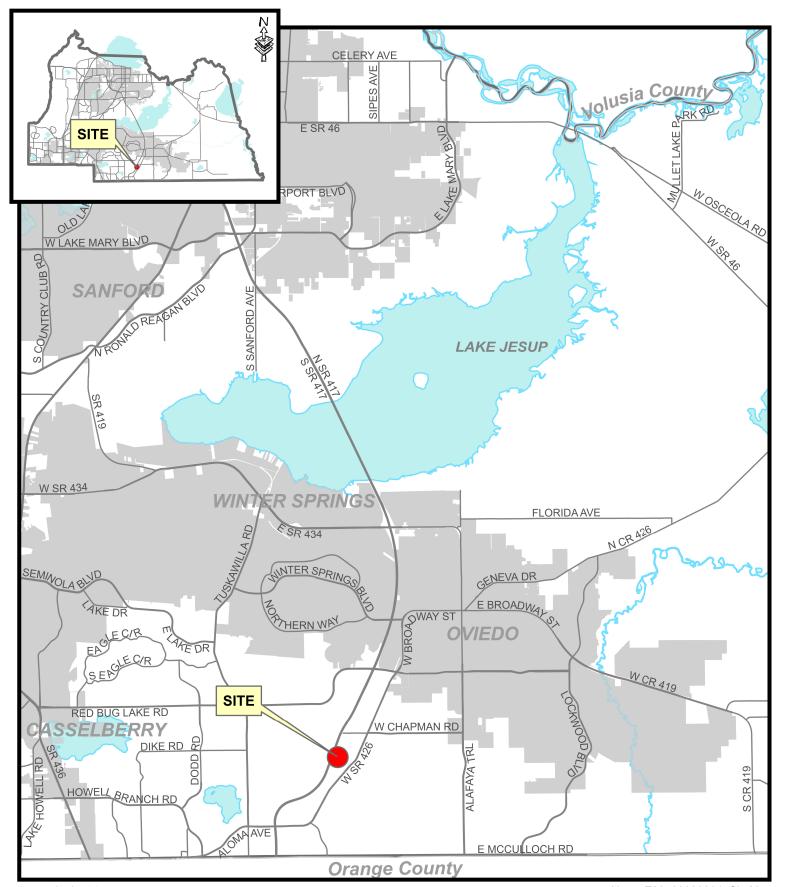
The request is consistent with the Seminole County Comprehensive Plan and compatible with the surrounding area with the surrounding area which consists of Industrial, Commercial, and Office Uses.

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on February 8, 2024; details of the community meeting have been provided in the agenda package.

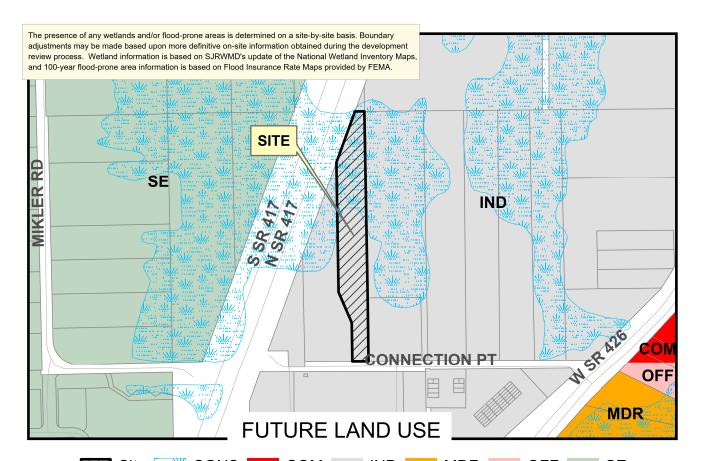
The Planning & Zoning Commission met on April 3, 2024, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance rezoning the subject property from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426. The Planning and Zoning minutes are attached for reference.

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426.



Date: 2/29/2024 Name Z23_200000015SiteMap



Site CONS COM IND MDR **OFF**

CPCC Oviedo, LLC Applicant:

Physical STR: $\frac{29-21-31}{3.8+/-}$ BCC District: 1

A-1

R-1

Existing Use: single family residential

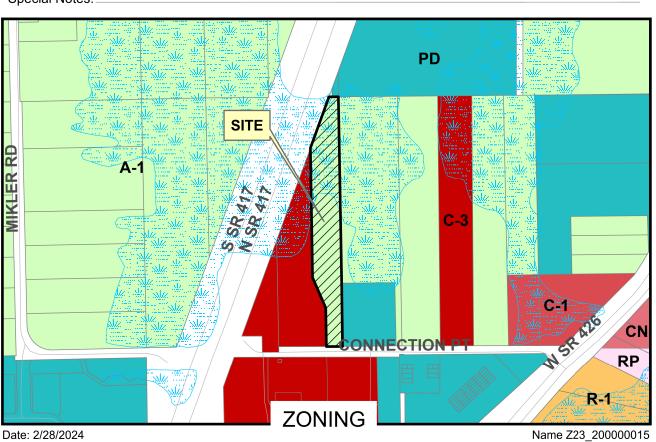
Snac	leir	Ni	otes:

Site CONS

	Amend/Rezone #	From	То
FLU	-	1	ı
Zoning	Z23-200000015	A-1	C-3

C-2

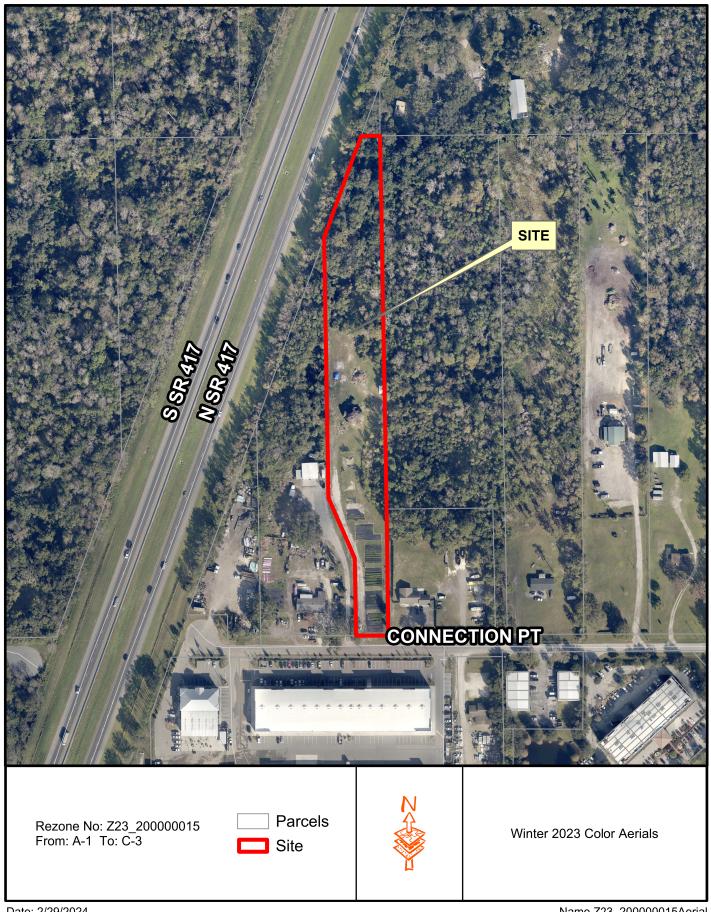
C-1



RP

CN

PI 721 C-3



Name Z23_200000015Aerial Date: 2/29/2024

ORDINANCE AMENDING. AN PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED SEMINOLE COUNTY; REZONING CERTAIN **PROPERTY** CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE C-3 (GENERAL COMMERCIAL & WHOLESALE) ZONING CLASSIFICATION; **PROVIDING** FOR LEGISLATIVE FINDINGS; **PROVIDING FOR SEVERABILITY: EXCLUSION** PROVIDING FOR FROM CODIFICATION; 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 Connection Point Commercial Center Rezone, dated May 14, 2024.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to C-3 (General Commercial & Wholesale):

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "B" FOR BOUNDARY SURVEY

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

ORDINANCE NO. 2024-

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

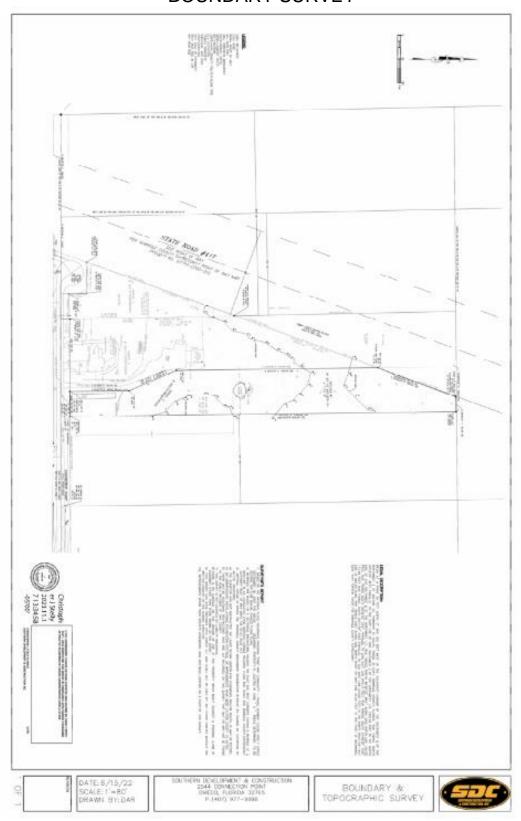
ENACTED this 14^{TH} day of May, 2024.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

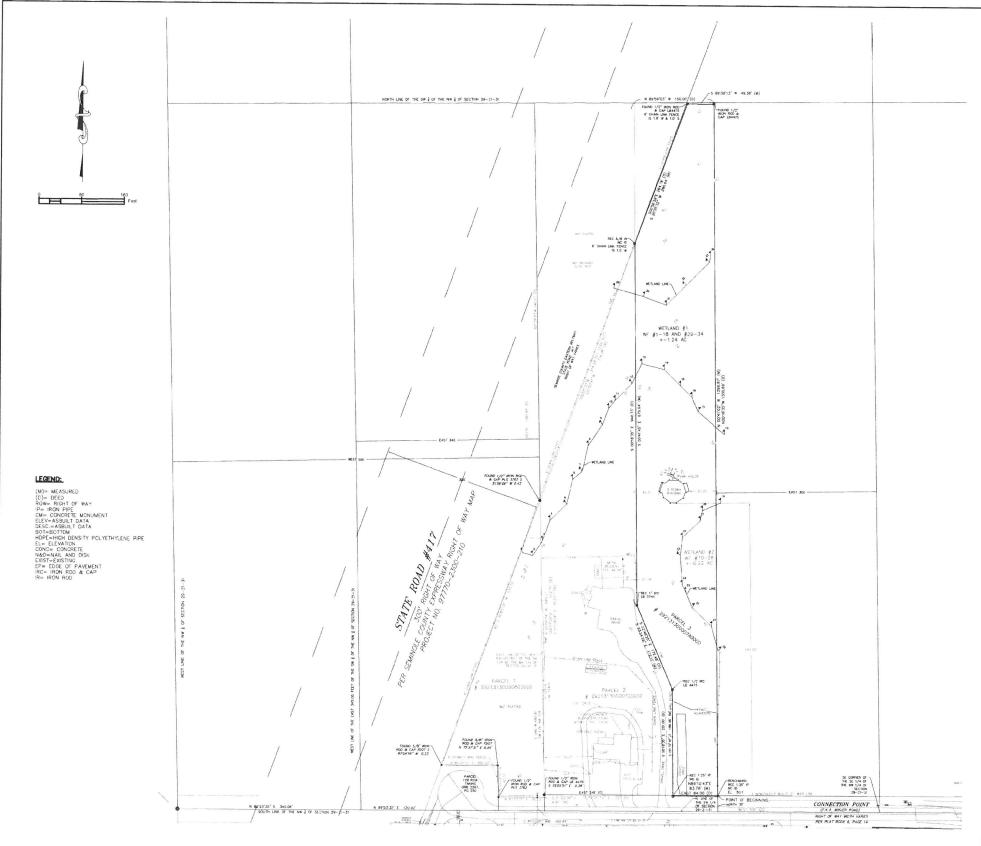
EXHIBIT A LEGAL DESCRIPTION

BEGIN AT A POINT 30 NORTH OF AND 300 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE NORTH 00°18'35" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 1300.69 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, RUN THENCE NORTH 89°59'03" WEST ALONG SAID NORTH LINE 150.00 FEET, RUN THENCE SOUTH 00°18'35" EAST PARALLEL TO SAID EAST LINE 940.73 FEET, RUN THENCE SOUTH 22°48'25" EAST 172.48 FEET, RUN THENCE SOUTH 00°18'35" EAST PARALLEL TO SAID EAST LINE 201.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MIKLER ROAD, RUN THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE 84.00 FEET TO THE POINT OF BEGINNING, LESS THAT PORTION TAKEN FOR SEMINOLE COUNTY EXPRESSWAY.

EXHIBIT B BOUNDARY SURVEY



REVISION 1 OF 1



LEGAL DESCRIPTION:
BEGN AT A POINT 30 FEET NORTH OF AND 300 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1 OF THE NORTHWEST 1 OF SECTION 29, TOWNSHIP 21 SOUTH. RANGE 31 EAST, SEMINGLE COUNTY, FLORIDA, RUN THENE NORTH ODIGINS'S WEST, PARALLE, TO THE LEGAT LUNE OF SAD SOUTHWEST 1 OF THE NORTHWEST 1/4, TSOO 89 FEET TO THE NORTHWEST 1/4, TSOO 00F135 TEAST PARALLE, TO SAID EAST LUNE 940.73 FEET, RUN THENCE SOUTH 0018'35 EAST PARALLE, TO SAID EAST LUNE 940.73 FEET, RUN THENCE SOUTH 0018'35 EAST PARALLE, TO SAID EAST LUNE 290.730 FEET TO THE NORTH RIGHT-OF-WAY LUNE OF MIKER ROAD, RUN THENCE SOUTH 0018'35 EAST ALONG SAID NORTH RIGHT-OF-WAY LUNE 01 MIKER ROAD, RUN THENCE SOUTH 0018'35.

- SURVEYOR'S REPORT:

 1) BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FRM" MAP COMMUNITY PANEL NUMBER 120289 0190 F DATED SEPTEMBER 28, 2007 THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.278 ANNUAL CHANCE FLOOD PLAIM.

 2) BEARINGS ARE BASED ON A SECTIONAL BREARDOWN, HOLDING THE EAST AND WEST CORNERS, HAVING A BEARING OF S 895335" W, AS CALCULATED FROM CERTIFIED CORNER RECORDS 75366 AND 75362 AND SEMINOLE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAPS FOR STATE ROAD 417.

 3) VERTICAL DATUM IS BASED ON: SEMINOLE COUNTY BENCHMARK DESIGNATION BIADOOT AS HAVING AN ELEVATION OF 46.274" (NAMD1988)

 4) THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

 5) NO UNDERFROUND INSTALLATIONS, FOUNDATION FOOTINGS, OR MYROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.

 6) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

 7) THIS SURVEY IS NOT COVERED BY LIBBLITY INSURANCE.

 8) THIS SURVEY IS NOT COVERED BY LIBBLITY INSURANCE.

 8) THIS SURVEY IS NOT COVERED BY LIBBLITY INSURANCE.

 9) THIS SURVEY IS SURVEY OF THE PROPERTY WHICH MICHT SUGGEST A POSSIBLE CLAIM OF EASTMENT OF THE SURVEY OF THE SURVEY OF THE PROPERTY WHICH MICHT SUGGEST A POSSIBLE CLAIM OF EASTMENT OF THE SIGNING SURVEYOR.

Christoph er J Stelly 2023.11.1 7 13:34:58 -05'00'

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER DO HERBY CERTIFY THAT I HAVE COMPLETED THIS SURVEY IN COMPLIANCE WITH FLORIDA STANDARDS OF PRACTICE AS DEFINED IN FLORIDA SOMMINISTRATURE CODE 51-17-052

CHRISTOPHER J. STELLY LS #6445 SOUTHERN DEVELOPMENT & CONSTRUCTION INC.

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028

WEDNESDAY, APRIL 3, 2024 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

Present (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

ACCEPT PROOF OF PUBLICATION

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Tim Smith to approve the Proof of Publication. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

APPROVAL OF MINUTES

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Lourdes Aguirre to approve the March 6, 2024 Minutes, as submitted. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

PUBLIC HEARING ITEMS

IOA Properties PD Rezone – Consider a Rezone from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434 and east of Interstate 4; (IOA Properties, LLC, Applicant) District3 - Constantine (Rebecca Hammock, Development Services Director/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the subject site is currently developed as the Longwood Village Shopping Plaza. There is an existing tenant within the plaza known as "Dogtopia" who provides pet daycare and grooming services. The establishment would like to expand their services to include overnight pet boarding, which is not permitted under the existing C-1 (Retail Commercial) zoning district. The additional use of overnight pet boarding will be internal to the existing establishment and the tenant will be required to provide interior soundproofing to reduce any potential sound pollution. Outside kennels will not be permitted. At the time of building permit review for the interior renovation, the Applicant will be required to demonstrate the soundproofing measures required. Staff finds the requested Planned Development zoning classification to be consistent with the Land Development Code and the Comprehensive Plan. For the record, there was an email sent from Cheryl Cuellar who was against this item because the resident thought this PD Rezone may be proposing apartments, which it is not. This email was distributed to the P&Z board prior to the meeting. Ms. Sillaway contacted Ms. Cuellar by phone and left a message explaining the request is for overnight dog boarding be added to their existing use. Staff requests approval of the IOA Properties PD Rezone as presented.

Commissioner Richard Jerman asked what is in the shopping center now other than Dogtopia. Ms. Sillaway responded that Pickles, 4 Rivers, and a few other restaurants.

Commissioner Jerman stated that he wasn't clear why this is going from C-1 Commercial to PD when C-1 Commercial uses are continuing to operate within the shopping center. Ms. Sillaway responded that the proposed uses will remain C-1 Commercial permitted uses, as well as grooming, which Dogtopia is adding overnight dog boarding to the permitted uses for the PD. Commissioner Jerman stated that it doesn't really say that and he's not clear. He asked if in the PD it will stay C-1, with the addition of overnight dog boarding. Currently, overnight dog boarding is not allowed in C-1, but rather C-2. Commissioner Jerman stated that he understands the reason, but he just doesn't get it. Commissioner Jerman asked if we are just approving the rezoning and Ms. Sillaway responded yes. He asked if there is a Development Order and Ms. Sillaway responded yes, this is part of the approval request along with the Master Development Plan, which establishes the entitlements.

Neysa Borkert, Deputy County Attorney, stated that the Development Order is located on page 15 of the packet and on page 16 it lists the permitted uses and the C-1 Retail permitted uses are being memorialized in the Development Order.

Geoff Summit, of Lake Mary, stated he is with Summit Engineering representing the applicant. He stated that he is available for questions.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Tim Smith to approve and refer the IOA Properties PD Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith Connection Point Commercial Center Rezone – Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426; (CPCC Oviedo, LLC, Applicant) District1 - Dallari (Rebecca Hammock, Development Services Director/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the proposed request is to develop a self-storage facility on the subject property in compliance with the C-3 zoning district, which permits general office, commercial, and wholesale distribution, storage, and light manufacturing. The request is consistent with the Land Development Code of Seminole County and is compatible with the surrounding trend of development in the area. The requested C-3 zoning district has been established along Connection Point, and the surrounding parcels to the north, south, east, and west have an Industrial Future Land Use permitting the requested C-3 zoning district. At the time of Engineered Site Plan review, the development must meet all requirements for parking, access, maximum building height, minimum open space requirements, permitted uses, and maximum Floor Area Ratio, in accordance with the Land Development Code of Seminole County. Staff requests approval of the Connection Point Commercial Center Rezone as presented.

Chad Moorhead, of Maitland, with Madden, Moorhead and Stokes, stated that he is available to answer questions.

Commissioner Richard Jerman asked if the wetlands will be preserved. Mr. Moorhead responded that they are taking them out, which is currently in the process with St. Johns Water Management district.

Commissioner Jerman asked, since this is an odd-shaped property, whether the development will meet the setbacks. Mr. Moorhead responded yes, and further stated that the retention ponds will be at the tip of the northern end and the other two parcels to the west, so they will not need a variance.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve and refer the Connection Point Commercial Center Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

Orange Blvd Rezone – Consider a Rezone from A-1 (Agriculture) and PD (Planned Development) to C-3 (General Commercial & Wholesale) on approximately 5.14 acres, located on the south side of Orange Blvd, approximately 0.25 mile west of Interstate 4; (Seminole County – Public Works, Applicant) District5 - Herr (Rebecca Hammock, Development Services Director on behalf of Public Works/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the proposed request is to develop an internal roadway and parking lot in compliance with the C-3 zoning district which permits commercial, general office, wholesale distribution, and light storage. The development site directly adjacent to the east of the subject property is known as the La Mesa RV Center dealership, which provides the sale and service of recreational vehicles. The dealership located on the south side of Orange Blvd utilizes the property directly across the street on the north side of Orange Blvd as an overflow parking lot for the facility. The overflow parking lot parcel is in the process of being acquired by Seminole County for the Orange Blvd Road widening capital improvement program project. The parcel subject to the rezone request is intended to replace the previous La Mesa parking lot. The remaining portion of the PD to the south of the subject site will be amended at a later date, once the owner is ready to develop. Staff has determined the request is consistent with the trend of development in the area which consists of M-1 (Industrial) zoning to the north and C-3 (General Commercial & Wholesale) to the east, and is consistent with the Seminole County Comprehensive Plan, which consists of Industrial, Commercial, and Office. At the time of Site Plan review, the development must meet all requirements for parking, access, open space, and permitted uses in accordance with the Land Development Code of Seminole County (LDCSC). Staff requests approval of the Orange Blvd Rezone as presented.

Commissioner Richard Jerman asked why the applicant isn't rezoning the whole site. Ms. Sillaway responded that they decided to only rezone the northern portion and leave the southern portion for the owner to either rezone or amend the PD. Commissioner Jerman asked how they will handle the pond that straddles both portions of the site with different zoning districts. Ms. Sillaway responded that they will rezone the northern portion and later, Staff will get with the applicant to amend the PD and re-do the Master Development Plan.

Chad Moorhead, representing a different role, stated he is with KBC Development who is the owner of the property. There will need to be a property owner's association in order to deal with the maintenance of the storm water pond at the next phase. There will be a Development Order for access and utilities.

Ed Barfield, with the Barfield Group, in Orlando, stated that he did the coordination and acquisitions for Seminole County for the Orange Blvd project. The other, KBC and La Mesa are already in discussions on doing the property owner's association and they will be handling the internal roadway as well as all of the storm water drainage as part of the property owner's association.

Audience participation included one speaker as follows:

Reginald Campbell, of Sanford, with the Bookertown Improvement Association, stated that the subdivision west of this project is an historical black community. They are primarily concerned and making sure this development doesn't disrupt the people living there. The area was full of trees at one point and was sold and all of the trees were removed. The trees buffered the sound from I-4 and kept the community cooler than what it is now. They are concerned they don't know what the property will be used for. At one point there was discussion about widening the retention pond, as he was told that was not going to happen now. He has concerns with water on both sides of Dunbar, even if one will be a dry pond.

Chairman Dan Lopez responded that it was unfortunate the applicant wasn't present to address his concerns. Chairman Lopez asked Ms. Sillaway if she was able to respond to Mr. Campbell's concerns. Ms. Sillaway said that the applicant stated they are proposing an internal roadway from the established connection point and a parking lot for overflow parking for La Mesa. Regarding any landscape buffers or storm water pond requirements, that will be addressed and required at the time of Site Plan review, which is a Staff level approval.

A motion was made by Commissioner Tim Smith, seconded by Commissioner Brandy loppolo to approve and refer the Orange Blvd Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

CLOSING BUSINESS

Dale Hall, Planning & Development Manager, stated that this Board was notified of the Planning Official's training and zoning workshop coming up in Ocoee by the Florida Chapter of the American Planning Association. This is not the only opportunity, as we will have others in the future. Also, as of April 1, 2024, the new sections of the Land Development Code were enacted and in force. Information is being pushed out to citizens, contractors, and homeowners regarding certain changes.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:25 PM.

OWNER AUTHORIZATION FORM

An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with

An authorized applicant is defined as:

The property owner of record; or

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). BRUCE HAGE , the owner of record for the following described 29-21-31-300-007A-0000 property [Parcel ID Number(s)] 29-2 CPCC Oviedo, LLC (Applicant) Madden, Moorhead & Stokes, 1 hereby designates to act as my authorized agent for the filing of the attached C (Engineer) application(s) for: ☐ Alcohol License X Arbor Permit ▼ Final Engineering ☐ Final Plat ☐ Future Land Use Amendment ☐ Lot Split/Reconfiguration ☐ Minor Plat ☐ Preliminary Subdivision Plan **X** Rezone ☐ Special Event ☐ Special Exception □ Variance ☐ Temporary Use Permit ☐ Vacate 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. Property Owner's Signature BRUCE HAGE Property Owner's Printed Name STATE OF FLORIDA enunde SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared as, identification, and who executed the foregoing instrument and sworn an oath on this day of TERRI A. GOMER Notary Public - State of Florida Commission # HH 100594 My Comm. Expires Mar 14, 2025

Bonded through National Notary Assn.



February 22, 2024

Seminole County Attn: Anne Sillaway 1101 East First Street, 2nd floor, West Wing Sanford, FL 32771

RE: CONNECTION PT COMMERCIAL CENTER – REZONE

PROJ #: 23-20000015

Dear Anne:

The community meeting was scheduled to begin at 6:00 p.m. on February 8, 2024. Chad Moorhead of our office, along with the Developer, waited for 60 minutes from 6:00 p.m. – 7:00 p.m., but no attendees ever arrived.

If you have any questions, please don't hesitate to contact our office.

Sincerely,

Chadwyck 74. Moorhead

Chadwyck H. Moorhead, P.E. President

CHM/nm

H:\Data\23092-ConnectionPointIndustrialCPCC\Cor\Community Meeting Minutes.doc

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 14, 2024, 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: Bruce Hage

Project Name: Connection Point Commercial Center Rezone

Requested Development Approval: Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426.

Findings: After fully considering staff analysis titled "Connection Point Commercial Center Rezone" and all evidence submitted at the public hearing on May 14, 2024, regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) 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:			
	JAY	ZEMBOWER.	CHAIRMAN

EXHIBIT "A" Legal Description

BEGIN AT A POINT 30 NORTH OF AND 300 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, RUN THENCE NORTH 00°18'35" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 1300.69 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, RUN THENCE NORTH 89°59'03" WEST ALONG SAID NORTH LINE 150.00 FEET, RUN THENCE SOUTH 00°18'35" EAST PARALLEL TO SAID EAST LINE 940.73 FEET, RUN THENCE SOUTH 22°48'25" EAST 172.48 FEET, RUN THENCE SOUTH 00°18'35" EAST PARALLEL TO SAID EAST LINE 201.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MIKLER ROAD, RUN THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE 84.00 FEET TO THE POINT OF BEGINNING, LESS THAT PORTION TAKEN FOR SEMINOLE COUNTY EXPRESSWAY.

SENTINEL CAPITAL ALAFAYA LLC ESI PROPERTIES II LLC CATHCART, FLORIDA MIKLER 2563 CONNECTION PT 701 COLUMBIA BLVD PO BOX 195788 OVIEDO, FL 32765-9068 TITUSVILLE, FL 32780-9502 WINTER SPGS, FL 32719-5788 **HOWLAND DAVIS BUILDING LLC &** NUNEZ, EDWARD MUD HOLE CUSTOM TACKLE INC DAVIS, STEPHEN H & DONNA F 2582 CONNECTION PT 2133 COMPONENT LOOP 2410 READING DR STE 1000 STE 1001 OVIEDO, FL 32765-5007 ORLANDO, FL 32804-4913 OVIEDO, FL 32765-9088 CPCC OVIEDO LLC MAD VENTURE LLC HAGE, BRUCE 2544 CONNECTION PT 4170 MERCY INDUSTRIAL CT 2480 MCINTOSH WAY ORLANDO, FL 32808-3811 MAITLAND, FL 32751-4005 OVIEDO, FL 32765-3118 **HOWLAND DAVIS BUILDING LLC &** OVIEDO COMMERCIAL CENTER CONDO **SOUTHERN DEVELOPMENT & OWNERS ASSN INC** DAVIS, STEPHEN H & DONNA F **CONSTRUCTION INC** 2544 CONNECTION PT 2544 CONNECTION PT 2410 READING DR OVIEDO, FL 32765-9086 ORLANDO, FL 32804-4913 OVIEDO, FL 32765-9086 CPCC OVIEDO LLC HOWLAND DAVIS BUILDING LLC & MAD VENTURE LLC DAVIS, STEPHEN H & DONNA F 4170 MERCY INDUSTRIAL CT 2544 CONNECTION PT 2410 READING DR OVIEDO, FL 32765-3118 ORLANDO, FL 32808-3811 ORLANDO, FL 32804-4913 MAD VENTURE LLC INDRUNAS ENTERPRISES LLC LUKAS, STANLEY T JR TR & LUKAS, 4170 MERCY INDUSTRIAL CT 2582 CONNECTION PT CECELIA C Z TR & LUKAS, CALEB N TR ORLANDO, FL 32808-3811 OVIEDO, FL 32765-5007 1275 E RED BUG RD OVIEDO, FL 32765-6530 PATENAUDE, THOMAS & KATHLEEN LUKAS, PHILIP N & SARAH L LG DEVELOPMENT CORP 1730 W MCCULLOCH RD 1929 SLAVIA RD 3100 E HIGH ST OVIEDO, FL 32765-7622 OVIEDO, FL 32765-8800 JACKSON, MI 49203-3467 HOWLAND DAVIS BUILDING LLC & MAD VENTURE LLC LAYMAN, DOUGLAS H & LAYMAN, 4170 MERCY INDUSTRIAL CT DAVIS, STEPHEN H & DONNA F JANICE H & LAYMAN, LOIS & LAYMAN, 2410 READING DR ORLANDO, FL 32808-3811 2110 MARK DR ORLANDO, FL 32804-4913 LAKE WORTH, FL 33461-5624 LUKAS, CECELIA C Z TR & LUKAS, CALEB 1100 LEGGETT AVE INC C/O MAGNOLIA ENTERPRISE LLC N TR & LUKAS, STANLEY T JR TR 2521 SUTTON, SAMUEL PO BOX 1385 MORNING STAR PL WINDERMERE, FL 34786-1385 150 E 61ST ST 10E

OVIEDO, FL 32765-9292

NEW YORK, NY 10065-8529



Development Services Public Hearing Items

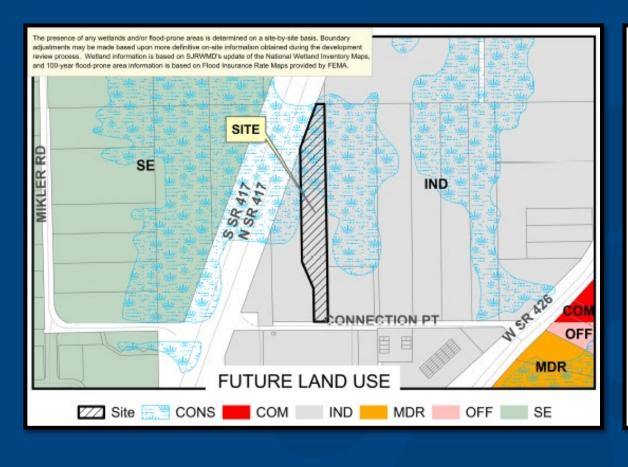
Board of County Commissioners Meeting May 14, 2024

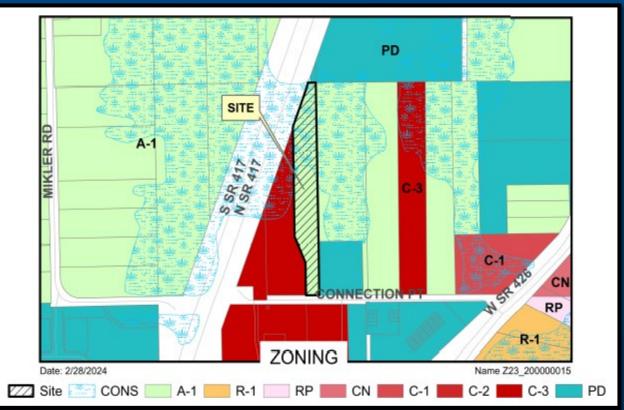


Applicant: CPCC Oviedo, LLC

Request: Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426.

















Requested Board Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0449

Title:

IOA Properties PD Rezone - Consider the second reading of an Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) to allow overnight boarding at Dogtopia located on the north side of W SR 434, east of Interstate 4 on approximately 13.66 acres; (IOA Properties, LLC, Applicant) District3 - Constantine **(Annie Sillaway, Senior Planner)**

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting approval of a rezone from C-1 (Retail Commercial) to PD (Planned Development) for the subject site that is currently developed as the Longwood Village Shopping Plaza.

There is an existing tenant within the plaza known as "Dogtopia" who provides pet daycare and grooming services. The establishment would like to expand their services to include overnight pet boarding, which is not permitted under the existing C-1 (Retail Commercial) zoning district.

To ensure the use of overnight pet boarding remains compatible with the existing adjacent tenants, the PD Development Order includes conditions requiring that the establishment provide interior soundproofing measures to reduce the noise from their canine clientele; outside kennels will not be permitted.

The subject property has a Commercial Future Land Use designation which allows a

maximum Floor Area Ratio (F.A.R.) of 0.35 and permits the requested PD zoning district.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Springwood Circle

Future Land Use: Low Density Residential

Zoning: R-1AA (Single Family Dwelling District)

West: Interstate 4 and FDOT Owned Retention Pond

North: Future Land Use: High Density Residential

Zoning: R-3A (Multiple Family Dwelling District)

South: W SR 434

Site Analysis

Floodplain Impacts:

Based on the FIRM map with an effective date of 2007, there does not appear to be any floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there does not appear to be any wetlands on the subject property.

Utilities:

The site is in the Sunshine Utility Service area and has existing connection to utilities.

Transportation/Traffic:

The property currently accesses onto W SR 434, which is classified as an Urban Principal Arterial. W SR 434 is currently operating at a level-of-service "A-F" depending on direction and time of day and does not have improvements programmed in the Florida Department of Transportation (FDOT) five (5) year Work Program. The addition of the pet boarding is not anticipated to impact the traffic for the shopping center.

Sidewalks:

There is an existing sidewalk along W SR 434.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin and has limited downstream capacity. The proposed project will not require any additional retention as it is part of an existing master drainage system.

Buffers:

The developed site currently provides a six (6) foot wide buffer along the north property line; a five (5) foot wide buffer along the east property line; a twenty-four (24) foot wide buffer along the west property line and a buffer ranging between five (5) feet and ten (10) feet in width along the south property line adjacent to W SR 434. If an exterior building addition is proposed in the future, the site may be required to provide additional buffer enhancements in accordance with the Seminole County Land Development Code (SCLDC).

Open Space:

The developed site currently does not meet the open space requirements of twenty (20) percent. If redevelopment of the site is proposed in the future, the site will be required to meet the open space requirements in the Seminole County Land Development Code.

Consistency with the Land Development Code

The proposed PD (Planned Development) zoning district and the associated Master Development Plan have been evaluated for compatibility with the SCLDC in accordance with Chapter 30, Part 25.

The proposed project supports the objectives of the PD zoning designation in that the PD defines the allowable uses with an overall maximum allowable F.A.R of 0.35, a maximum building height of thirty (35) feet and provides sufficient buffering to maintain compatibility between the existing development and the adjacent properties. The additional use of overnight pet boarding will be internal to the existing establishment and the tenant will be required to provide interior soundproofing to reduce any potential sound pollution. Hours of operation for the pet daycare and grooming services are restricted to Monday through Sunday from 7:00 a.m. to 7:00 p.m., and overnight boarding hours of operation for staff will be from 5:00 a.m. to 9:00 p.m. Between the hours of 9:00 p.m. to 5:00 a.m. Monday through Sunday, the facility will utilize a monitor alarm system to monitor the boarded pets. At the time of building permit review for the interior renovation, the Applicant will be required to demonstrate the soundproofing measures required.

Review Criteria for Planned Developments under Sec. 30.443 states, 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.

In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits may include natural resource preservation, urban design, crime prevention, neighborhood/community amenities, or a general level of development quality.

This proposed use of overnight boarding for animals, is providing a neighborhood service in the area. Based on a study done by Allied Market Research, the pet boarding market is expected to reach \$35.8 billion in 2031. The growth trend in owning a companion animal such as a dog is gaining popularity, related to factors such as physical and mental health related benefits and improved social status (reference link: https://www.alliedmarketresearch.com/pet-daycare-market-A10555). Pet owners send their pets to a professional pet boarding services so that they are certain that their pets are well cared and supervised while away from home. This type of business is an addition to the existing Dogtopia and would add the service for their existing members to be able to provide overnight services. By allowing this service through the PD process it allows for conditions to be added to the site, such as "sound proofing the interior tenant space" as well as prohibiting any outdoor runs or kennels.

Consistency with the Comprehensive Plan

Staff finds the requested Planned Development zoning classification to be consistent with the Comprehensive Plan.

The subject property has a Commercial Future Land Use designation, the purpose and intent of this land use is to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is a 0.35 Floor Area Ratio (F.A.R.).

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on March 7, 2024; details of the community meeting have been provided in the agenda package.

Planning & Zoning Commission Recommendation

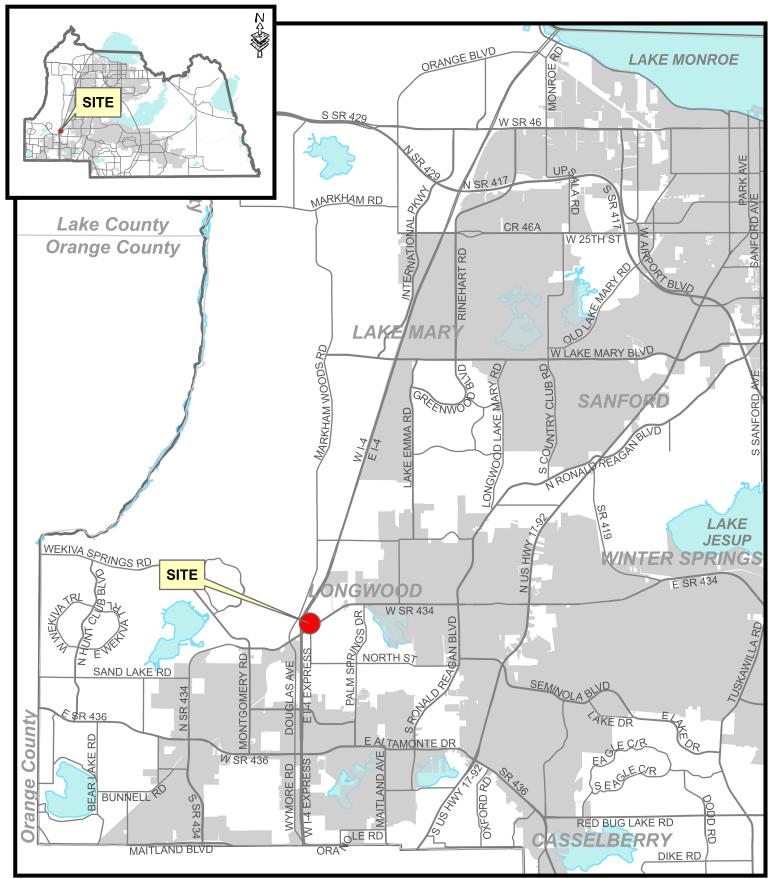
The Planning & Zoning Commission met on April 3, 2024, and voted unanimously to recommend the Board of County Commissioners adopt the request for Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) located on the north side of W SR 434, east of Interstate 4 on approximately 13.66 acres. The Planning and Zoning minutes have been provided in the agenda package.

Board of County Commission Action

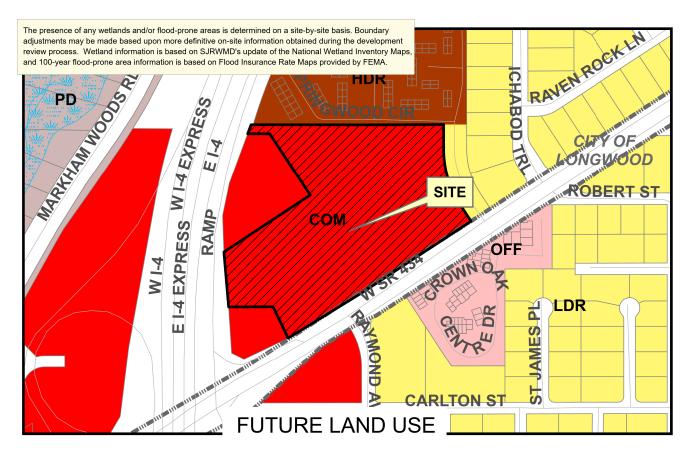
The Board of County Commissioners met on April 23, 2024, and voted unanimously to adopt the Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan upon 1st Reading.

Requested Action:

Staff requests the Board of County Commissioners adopt upon the second reading an Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.



Date: 2/7/2024 Name Z2023-013SiteMap



Site CONS Municipality COM HDR **LDR** PD

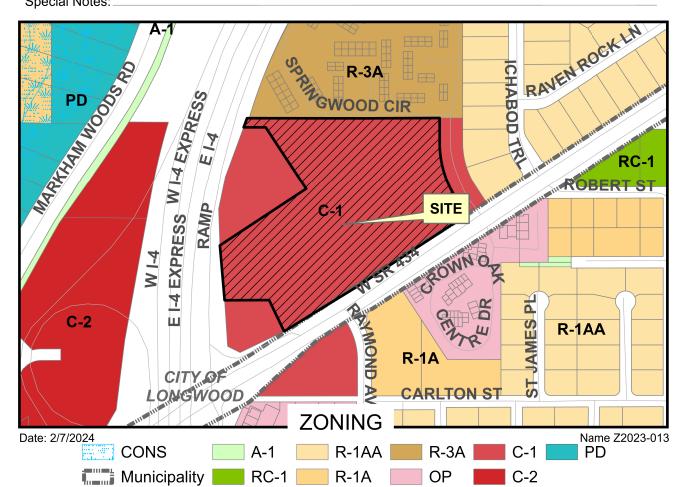
Brian Gross, IOA Properties, LLC Applicant:

Physical STR: $\frac{2-21-29}{13.7+/-}$ BCC District: 3

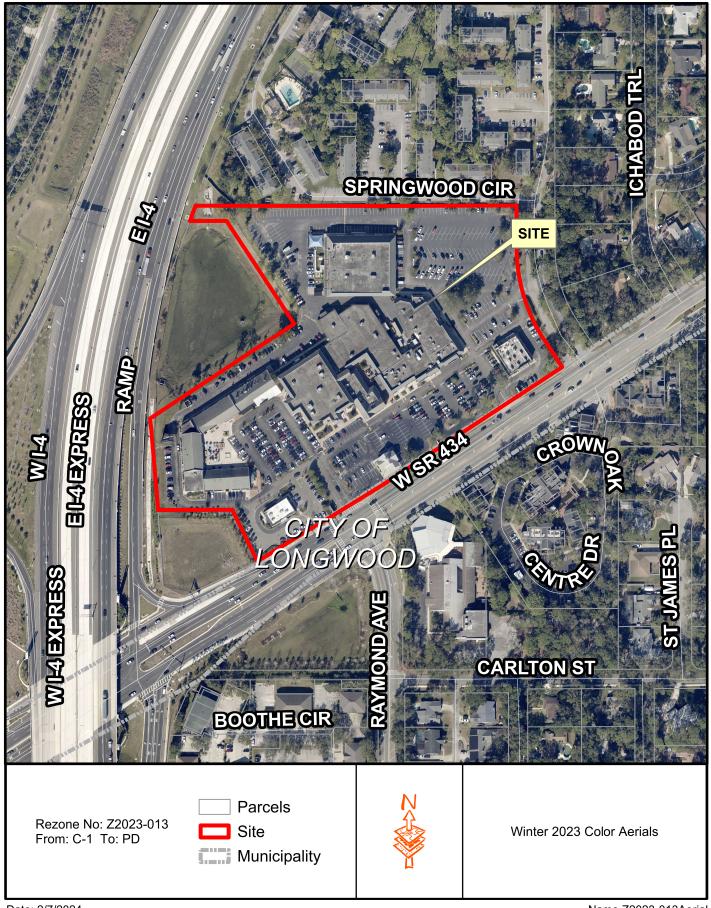
Existing Use: retail commercial

Special Notes:

	Amend/Rezone #	From	То
FLU	-	-	-
Zoning	Z2023-013	C-1	PD



R-1A



Date: 2/7/2024 Name Z2023-013Aerial

Dogtopia Operations Narrative

This narrative is a high-level operations summary for Dogtopia daycare proposed at: 1855 W SR 434 Longwood, FL 32750

The proposed project will be an interior fit-out of an existing space. We are not proposing an Outdoor Play area for the dogs. Dogtopia has an acoustical engineer consultant to ensure our walls are built to proper sound attenuation standards throughout the facility, with additional soundproofing techniques on shared demising walls with adjacent tenants.

Services
Hours of Operation
Cleaning Protocol
10 Commitments to Safety

Services

Dogtopia provides three services to our community. Dog daycare, overnight boarding and spa services. Dogtopia daycare is an open play environment, where dogs are free to roam the playroom and interact with the other dogs. Our playrooms are safely equipped with a crate for every dog, as well as scuffle tools. While dogs are in open play, there is always at least 1 team member in the playroom to supervise the dogs. For dogs to be enrolled in our open play they must first pass an evaluation that proves they are a good fit.

Dogtopia boarding is offered to clients whose dog has attended at least 3 days of daycare. This part of our operating procedure ensures that boarding dogs are familiar with our environment and processes before staying with us overnight, thus reducing the risk of illness or injury. Overnight boarding dogs will stay in the home style crates in our playrooms, or in the upgraded option of a suite. The facility is monitored overnight via security system, temperature controls and motion activated sensors. Ownership and management is notified by security company immediately if anything is outside of operating parameters.

Dogtopia spa offers the following services: nail trims, brush-outs, baths, teeth and ear cleaning. At this time, we do no offer hair cuts. Daycare clients find it very convenient that they can sign their dog up for spa services while they are already at the facility for daycare.

Hours of Operation

Dogtopia is open to our clients for dog daycare services from 7AM- 7PM. Staff will be present at the facility from around 5:30AM – 9:30 PM to encompass our daycare operating hours, as well as care for our boarding dogs and to perform daily opening and closing procedures.

Our operation is run on a two-shift daily schedule, AM and PM shifts. The AM shift scheduled from roughly 5:30AM- 12:30PM and the PM shift scheduled from 12:30PM- 9:30PM. Our daily operation schedule has a built in daily nap period for the dogs from 12-2PM, during this time every dog is crated in a home style crate within the playrooms. We serve dogs meals/snacks during this time, as well as perform a deep clean to each playroom.

Cleaning Protocol

At Dogtopia, safety is our number one priority. One of the ways we maintain a safe environment is through our pet safe cleaning program. Our operation calls for two deep cleans a day, one at 12PM and the other at close of business. More details around our cleaning protocol can be found in the Waste Management Plan under 4) Pet Safe Cleaning Program – Odor Control.

10 Commitments to Safety



Certified Canine Coaches

Safety Experts

Extensive Evaluation Process

Room Assignment by Size & Temperament

Home-style Crates

Dog-Safe Cleaning Products

Rubberized Flooring

Climate-Controlled HVAC Systems

Webcams

Village of Knowledge

FILE NO.: PZ2023-13 DEVELOPMENT ORDER # 23-20000013

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 14, 2024, 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: IOA Property, LLC

Project Name: IOA Properties PD Rezone

Requested Development Approval: Consider a Rezone from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above described property.

Prepared by: Annie Sillaway, AICP, Senior Planner 1101 East First Street Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The subject application for development approval is **GRANTED**.
- (2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:
 - A. Development must comply with the Master Development Plan attached as Exhibit (B).
 - B. Permitted Uses:
 - a. C-1 (Retail Commercial) permitted uses.
 - b. Overnight Boarding of animals.
 - C. Prohibited Use: Outdoor Kennels

D. Maximum Floor Area Ratio: 0.35

E. Maximum Building Height: Thirty-Five (35) feet
F. Existing Open Space: Thirteen (13) percent

G. Hours of Operation:

a. Pet Daycare & Grooming Services: Monday – Sunday 7am – 7pm
 Overnight Boarding Hours: Monday – Sunday 5am – 9pm

H. Building Setbacks:

Front: Twenty-Five (25) feet

Side: Zero (0) feet

Side Street: Twenty-Five (25) feet

Rear: Ten (10) feet

- I. Any building additions to the existing site, or site redevelopment will require compliance with the landscape buffer criteria per the Seminole County Land Development Code. If additional buffering is required, opacities may be met by utilizing a three (3) foot high opaque hedge in lieu of the code requirement of a six (6) foot high opaque wall along W SR 434 and Interstate 4, and the minimum open space requirement of twenty (20) percent.
- J. Parking: The fully developed site currently provides 432 parking stalls measured at nine (9) feet by twenty (20) feet in size, and 226 parking stalls measured at ten (10) feet by eighteen (18) feet in size. Newly developed or redeveloped parking spaces on site will be required to maintain a minimum parking stall size of ten (10) feet by twenty (20) feet.

- K. Any building additions or redevelopment of the site will require compliance with Chapter 40 of the Seminole County Land Development Code – Site Plan Approval.
- L. Existing Landscape buffers and parking buffers may count toward minimum open space calculations.
- M. All project signage must comply with the Seminole County Land Development Code.
- N. The owner/tenant is required to submit a building permit for the installation of a sound proofing system to prevent noise pollution from the Overnight Animal Boarding facility. The owner/tenant shall provide at the time of the building permit, the specification on the type of sound proofing system as well as show on the floor plan where they propose on installing the sound proofing system.
- O. Any newly proposed sidewalks will be constructed in compliance with Seminole County Land Development Code.
- P. The existing site must comply with Chapter 165 Noise Control of the Seminole County Land Development Code.
- Q. In the case of a conflict between the written conditions A through P in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through P will apply.
- (4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.
- (6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.
- (7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.
- (8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

FILE NO.: PZ2023-13 DEVELOPMENT ORDER # 23-20000013

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 C	OUNTY BOARD
OF COUNTY	COMMISSIONERS

Ву:		
_	JAY ZEMBOWER. CHAIRMAN	

EXHIBIT A

Legal Description

PARCEL I:

From the Southwest corner of Lot 1 Sleepy Hollow according to the plat thereof as recorded in Plat Book 15, Page 64 and 65, of the Public Records of Seminole County, Florida, said Southwest corner of Lot 1 also being on the Northwest right of way of State Road 434; run thence South 56'36'44" West along the Northwesterly right of way of State Road 434, 100.00 feet to the Point of Beginning; thence continue South 56'36'44" West along said

Northwesterly right of way 851.63 feet; thence run South 64'12'24" West along the Northwesterly right of way of said State Road 434, 90.59 feet; thence run North 25'47'36" West 150 feet; thence run South 89'34'02" West, 193.36 feet to the Easterly right of way of Interstate Highway No. 4 (State Road No. 400); thence run North 03'56'36" West along said Easterly right of way, 266.43 feet to the most Southerly corner of the Department of Transportation Water Storage Area; thence run North 56'36' 44" East along the Southeasterly boundary of said Department of Transportation Water Storage Area, 448.51 feet; thence run North 33'23'16" West along the Northeasterly boundary of said Water Storage Area, 320 feet; thence run South 89'54'29" West along the North boundary of said Water Storage Area, 90 feet to the Easterly right of way of said Interstate Highway No. 4; thence run North

20'01'51" East along said Easterly right of way of Interstate Highway No. 4, 13.69 feet to the Northerly right of way of Irving Street, as shown on the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs, according to the plat thereof as recorded in Plat Book 7, Page 3, of the Public Records of Seminole County, Florida; thence run North 89'53'29" East along said Northerly right of way of Irving Street, 508.76 feet; thence run North 89'41'16" East continuing on the said Northerly right of way of Irving Street 327.55 feet to a point 100 feet West of the West line of said Sleepy Hollow; thence run South 00'15'14" East, parallel to said Westerly line of Sleepy Hollow, 109.14 feet to the point of curvature of a curve

concave Northeasterly and having a radius of 440.0 feet; thence run Southeasterly along said curve 254.45 feet through a central angle of 33'08'02" to the point of tangency of said curve; thence run South 33'23'16" East, 85.60 feet to the Point of Beginning, subject to a Drainage Easement to the State of Florida Department of Transportation, 30 feet in width along the Westerly side of said property. LESS and except the portion of the legal description as recited in Order of Taking as recorded in O.R. Book 7659, Page 1899, Public Records of Seminole County, Florida.

FILE NO.: PZ2023-13 DEVELOPMENT ORDER # 23-20000013

PARCEL II:

A non-exclusive easement for ingress and egress over and upon the following described parcel situate in Seminole County, Florida, viz:

Begin at the intersection of the North right of way line of Irving Street and the West line of Sleepy Hollow, according to the plat thereof as recorded in Plat Book 15, Pages 64 and 65 of the Public Records of Seminole County, Florida; run thence Southerly along the West line of said Sleepy Hollow Subdivision to the Southwest corner of Lot 1 of said Sleepy Hollow Subdivision; thence run Southwesterly along the North right of way line of State Road No.

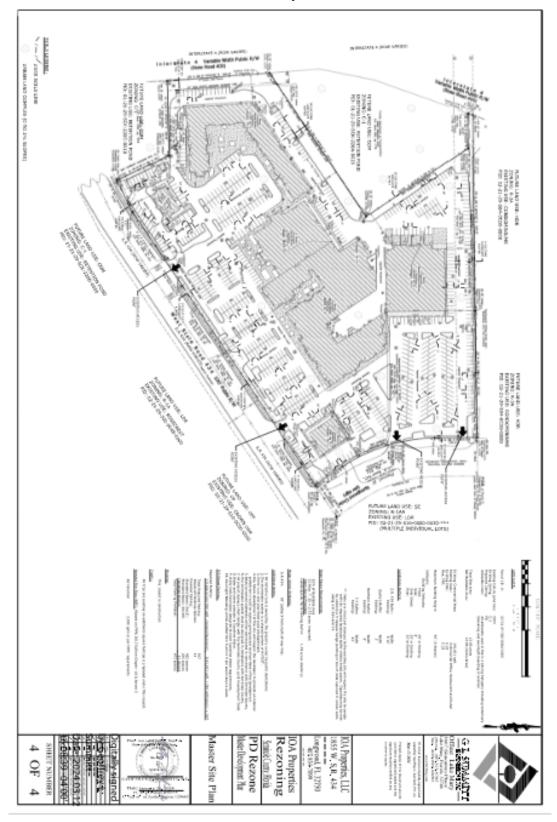
434, a distance of 100 feet; thence Northwesterly and Northerly along a line parallel to and

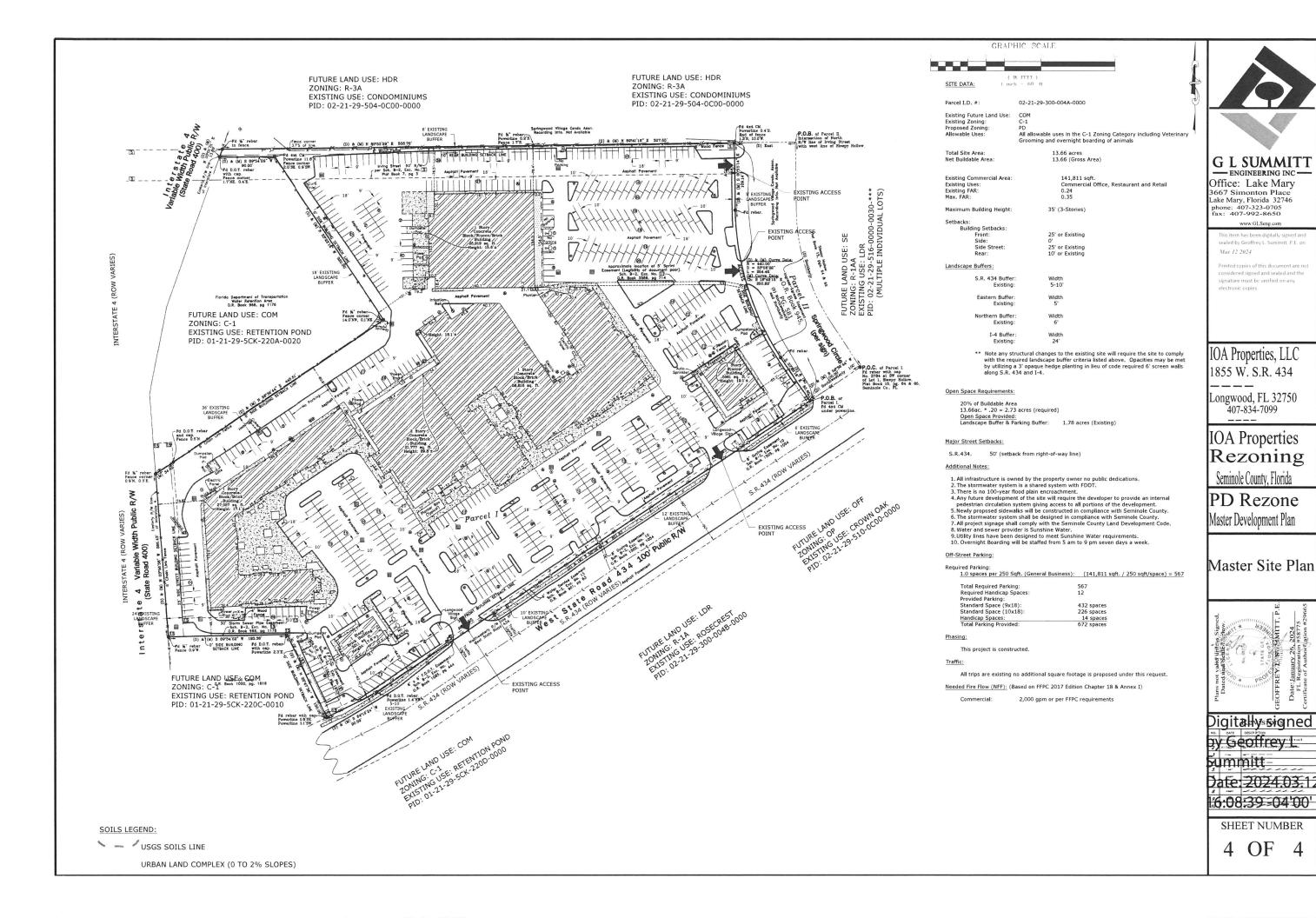
100 feet West of the West line of said Sleepy Hollow Subdivision to a point on the North right of way line of Irving Street; thence East along the North right of way line of Irving Street to the Point of Beginning, all in Section 2, Township 21 South, Range 29 East.

Property surveyed and shown hereon is the same property as described in title commitment number 361765, dated September 6, 2016, prepared by Old Republic National Title Insurance Company.

EXHIBIT B

Master Development Plan





AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING **ASSIGNED** CERTAIN CLASSIFICATION TO **PROPERTY** LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE C-1 (RETAIL COMMERCIAL) ZONING CLASSIFICATION TO DEVELOPMENT) **ZONING CLASSIFICATION**; (PLANNED PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY: PROVIDING FOR **EXCLUSION** 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 IOA Properties PD Rezone, dated May 14, 2024.
- (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 C-1 (Retail Commercial) to PD (Planned Development) pursuant to the provisions contained in Development Order #23-20000013, attached to this Ordinance as Exhibit "A" and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of

SEMINOLE COUNTY, FLORIDA

ORDINANCE NO. 2024-

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 #23-

20000013 in the Official Land Records of Seminole County or upon filing this Ordinance

with the Department of State, whichever is later.

ENACTED this 14th day of May 2024.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

JAY ZEMBOWER, CHAIRMAN

EXHIBIT "A" DEVELOPMENT ORDER

| FILE NO:: | PZ2023-13 | DEVELOPMENT ORDER # | 23-20000013

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 14, 2024, 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: IOA Property, LLC

Project Name: IOA Properties PD Rezone

Requested Development Approval: Consider a Rezone from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above described property.

Prepared by: Annie Sillaway, AICP, Senior Planner 1101 East First Street Sanford, Florida 32771

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FILE NO.:	PZ2023-13	DEVELOPMENT	23-20000013

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:
 - a. C-1 (Retail Commercial) permitted uses.
 - b. Overnight Boarding of animals.
 - C. Prohibited Use: Outdoor Kennels
 - D. Maximum Floor Area Ratio: 0.35
 - E. Maximum Building Height: Thirty-Five (35) feet
 F. Existing Open Space: Thirteen (13) percent
 - G. Hours of Operation:
 - a. Pet Daycare & Grooming Services: Monday Sunday 7am 7pm
 Overnight Boarding Hours: Monday Sunday 5am –9pm
 - H. Building Setbacks:

Front: Twenty-Five (25) feet

Side: Zero (0) feet

Side Street: Twenty-Five (25) feet

Rear: Ten (10) feet

- I. Any building additions to the existing site, or site redevelopment will require compliance with the landscape buffer criteria per the Seminole County Land Development Code. If additional buffering is required, opacities may be met by utilizing a three (3) foot high opaque hedge in lieu of the code requirement of a six (6) foot high opaque wall along W SR 434 and Interstate 4, and the minimum open space requirement of twenty (20) percent.
- J. Parking: The fully developed site currently provides 432 parking stalls measured at nine (9) feet by twenty (20) feet in size, and 226 parking stalls measured at ten (10) feet by eighteen (18) feet in size. Newly developed or redeveloped parking spaces on site will be required to maintain a minimum parking stall size of ten (10) feet by twenty (20) feet.

2

FILE NO.:	PZ2023-13	DEVELOPMENT ORDER #	23-20000013

- K. Any building additions or redevelopment of the site will require compliance with Chapter 40 of the Seminole County Land Development Code – Site Plan Approval.
- L. Existing Landscape buffers and parking buffers may count toward minimum open space calculations.
- M. All project signage must comply with the Seminole County Land Development Code.
- N. The owner/tenant is required to submit a building permit for the installation of a sound proofing system to prevent noise pollution from the Overnight Animal Boarding facility. The owner/tenant shall provide at the time of the building permit, the specification on the type of sound proofing system as well as show on the floor plan where they propose on installing the sound proofing system.
- O. Any newly proposed sidewalks will be constructed in compliance with Seminole County Land Development Code.
- P. The existing site must comply with Chapter 165 Noise Control of the Seminole County Land Development Code.
- Q. In the case of a conflict between the written conditions A through P in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through P will apply.
- (4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.
- (6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.
- (7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.
- (8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

FILE NO ·	P72023-13	DEVELOPMENT ORDER #	23-20000013

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

Ву:		
•	JAY ZEMBOWER, CHAIRMAN	

4

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FILE NO ·	P72022_12	DEVELOPMENT	ORDER#	23-20000013
FILE NO.:	1 ZZUZJ-1J	DEVELOT WENT	ONDER #	20-20000010

EXHIBIT A

Legal Description

PARCEL I:

From the Southwest corner of Lot 1 Sleepy Hollow according to the plat thereof as recorded in Plat Book 15, Page 64 and 65, of the Public Records of Seminole County, Florida, said Southwest corner of Lot 1 also being on the Northwest right of way of State Road 434; run thence South 56'36'44" West along the Northwesterly right of way of State Road 434, 100.00 feet to the Point of Beginning; thence continue South 56'36'44" West along said

Northwesterly right of way 851.63 feet; thence run South 64'12'24" West along the Northwesterly right of way of said State Road 434, 90.59 feet; thence run North 25'47'36" West 150 feet; thence run South 89'34'02" West, 193.36 feet to the Easterly right of way of Interstate Highway No. 4 (State Road No. 400); thence run North 03'56'36" West along said Easterly right of way, 266.43 feet to the most Southerly corner of the Department of Transportation Water Storage Area; thence run North 56'36' 44" East along the Southeasterly boundary of said Department of Transportation Water Storage Area, 448.51 feet; thence run North 33'23'16" West along the Northeasterly boundary of said Water Storage Area, 320 feet; thence run South 89'54'29" West along the North boundary of said Water Storage Area, 90 feet to the Easterly right of way of said Interstate Highway No. 4; thence run North

20'01'51" East along said Easterly right of way of Interstate Highway No. 4, 13.69 feet to the Northerly right of way of Irving Street, as shown on the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs, according to the plat thereof as recorded in Plat Book 7, Page 3, of the Public Records of Seminole County, Florida; thence run North 89'53'29" East along said Northerly right of way of Irving Street, 508.76 feet; thence run North 89'41'16" East continuing on the said Northerly right of way of Irving Street 327.55 feet to a point 100 feet West of the West line of said Sleepy Hollow; thence run South 00'15'14" East, parallel to said Westerly line of Sleepy Hollow, 109.14 feet to the point of curvature of a curve

concave Northeasterly and having a radius of 440.0 feet; thence run Southeasterly along said curve 254.45 feet through a central angle of 33'08'02" to the point of tangency of said curve; thence run South 33'23'16" East, 85.60 feet to the Point of Beginning, subject to a Drainage Easement to the State of Florida Department of Transportation, 30 feet in width along the Westerly side of said property. LESS and except the portion of the legal description as recited in Order of Taking as recorded in O.R. Book 7659, Page 1899, Public Records of Seminole County, Florida.

FILE NO.: PZ2023-13 DEVELOPMENT ORDER # 23-20000013

PARCEL II:

A non-exclusive easement for ingress and egress over and upon the following described parcel situate in Seminole County, Florida, viz:

Begin at the intersection of the North right of way line of Irving Street and the West line of Sleepy Hollow, according to the plat thereof as recorded in Plat Book 15, Pages 64 and 65 of the Public Records of Seminole County, Florida; run thence Southerly along the West line of said Sleepy Hollow Subdivision to the Southwest corner of Lot 1 of said Sleepy Hollow Subdivision; thence run Southwesterly along the North right of way line of State Road No.

434, a distance of 100 feet; thence Northwesterly and Northerly along a line parallel to and

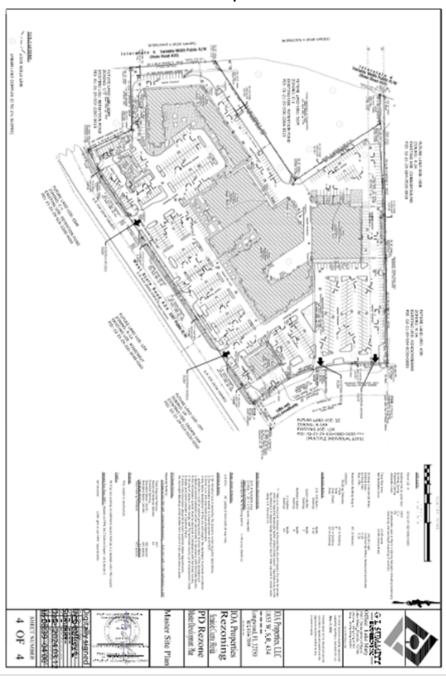
100 feet West of the West line of said Sleepy Hollow Subdivision to a point on the North right of way line of Irving Street; thence East along the North right of way line of Irving Street to the Point of Beginning, all in Section 2, Township 21 South, Range 29 East.

Property surveyed and shown hereon is the same property as described in title commitment number 361765, dated September 6, 2016, prepared by Old Republic National Title Insurance Company.

FILE NO.:	PZ2023-13	DEVELOPMENT	ORDER#	23-20000013

EXHIBIT B

Master Development Plan



7

EXHIBIT "B"

LEGAL DESCRIPTION

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PARCEL II:

side of said property.

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Page 1899, Public Records of Seminole County, Florida.

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Property surveyed and shown hereon is the same property as described in title commitment number 361765, dated September 6, 2016, prepared by Old Republic National Title Insurance Company.

DOT/STATE OF FL & SEMINOLE B C C 1101 E 1ST ST SANFORD, FL 32771-1468	CORCHO, ALEXANDER A & INMACULADA 158 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5049	CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594
GUIGNARD, JACK W TR 1904 BOOTHE CIR LONGWOOD, FL 32750-6774	SHAW, SARAH A 1611 ORLANDO AVE LONGWOOD, FL 32750-6227	VELHO, PAULA B 113 ICHABOD TRL LONGWOOD, FL 32750-3874
SHANNON, KENNETH C & CAROL L 224 ADAIR AVE LONGWOOD, FL 32750-6201	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	MICHAELS, ROBERT 136 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5005
BARKER CAPITAL LP PO BOX 540777 ORLANDO, FL 32854-0777	CJA PALM BAY I LLC 19 EAGLE RD MARLBORO, NJ 07746-1810	DOT/STATE OF FL 719 S WOODLAND BLVD DELAND, FL 32720-6834
MASTIKOSA, JOVAN 272 RANGELINE RD LONGWOOD, FL 32750-4035	LEE, CHIAYING 306 RAVEN ROCK LN LONGWOOD, FL 32750-3837	MC CLINTIC, PATRICIA F HEIR 157 SPRINGWOOD CIR APT 157-B LONGWOOD, FL 32750-5048
DM REALTY HOLDINGS LLC 1912 BOOTHE CIR # 200 LONGWOOD, FL 32750-6709	MAURICE, SCOTT R ENH LIFE EST & MAURICE, LIGAYA D ENH LIFE EST 1830 BARTON ST LONGWOOD, FL 32750-6112	SCHWEITZER, R SCOTT & SCHWEITZER, JAMES A & ETAL 172 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5060
MAHANKE, DARLENE D & MAHANKE, MIRIAM S 1780 ROBERT ST LONGWOOD, FL 32750-6145	DARLENE M HAUFF REV TRUST 247 SAINT JAMES PL LONGWOOD, FL 32750-6172	ESTATES AT SPRINGS LANDING HOMEOWNERS ASSN INC C/O ENERGY PROPERTY MANAGEMENT PO BOX 950455 LAKE MARY, FL 32795-0455
SNYDER, GARY & ANIRO 700 CAMBRIDGE WAY LAKE WALES, FL 33853-2806	WILSON, ANTHONY S & KIERA A 436 HOMER AVE LONGWOOD, FL 32750-6164	LENHART, REID C 155 S COURT AVE UNIT 2901 ORLANDO, FL 32801-3205
TUBBS, GARY B & MARY R 235 TIMBERLAND AVE LONGWOOD, FL 32750-6159	FIELD, WILLIAM T & HEATHER D 308 RAVEN ROCK LN LONGWOOD, FL 32750-3837	COURSIN, JEFFREY J & JEANINE M 32527 HAWKS LAKE LN SORRENTO, FL 32776-7738
RUIZ BARRERA, LUZ Y & MOJICA MOJICA, JOSE R 8624 VERIDIAN DR	HARROD, ANTJE L 173 SPRINGWOOD CIR #A	LYONS, ASHLEY M 149 SPRINGWOOD CIR # C

ORLANDO, FL 32810-1754

RATHEL, DONNA 115 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5029	SHEA, MICHAEL R 170 SPRINGWOOD CIR # B LONGWOOD, FL 32750-5058	WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839
NUTTER, KYLE 130 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5076	HANZE SITE DEV CORP 4725 W SAND LAKE RD 200 ORLANDO, FL 32819-9508	PARADIS, SAMANTHA M & WHEELER, DANIEL V 306 CRANE CV LONGWOOD, FL 32750-3825
LOPEZ MEJIAS, SABRINA P 2227 DEANNA DR APOPKA, FL 32703-4731	JJW PROPERTIES LLC 1272 WYNDHAM PINE DR APOPKA, FL 32712-2343	VIEGO, MIGUEL A LIFE EST & KEES, MARY B LIFE EST 206 BROM BONES LN LONGWOOD, FL 32750-3822
ROMERO ROSA, GRETELL E & ROSA, JUAN R 243 SAINT JAMES PL LONGWOOD, FL 32750-6172	HERNANDEZ SALINAS, JOSE E & MORENO ESPINOSA, ANGELA C 132 CHARLES ST LONGWOOD, FL 32750-3863	COHEN, SARIT 142 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5007
MOORE, GAIL C 120 SPRINGWOOD CIR APT D LONGWOOD, FL 32750-5034	ARLENE T WOLOSHEN FAMILY TRUST 819 SHERBOURNE CIR LAKE MARY, FL 32746-5216	MINTON, ELIZABETH D ENH LIFE EST & MINTON, SIDNEY M ENH LIFE EST 1902 LOST SPRING CT LONGWOOD, FL 32779-4997
SPRINGS COMMUNITY ASSN INC THE C/O SENTRY MANAGEMENT INC 2180 W SR 434 STE 5000 LONGWOOD, FL 32779-5041	ZOM SPRINGSIDE OFFICE CENTER I INC 1200 COMMERCE PARK DR #201 LONGWOOD, FL 32779-4978	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839
BODINE ALVIN A SR REV TRUST 1911 BARTON ST LONGWOOD, FL 32750-6711	DICKMAN, NANCY 276 AGNES AVE LONGWOOD, FL 32750-6106	SEDITA, MELISA PO BOX 773 PLYMOUTH, FL 32768-0773
TODD, MICHAEL T & CYNTHIA A 1760 CARLTON ST LONGWOOD, FL 32750-6714	WILHITE, JAMES M 146 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5012	LAYUG, JOHN T & DANIELLE 110 ICHABOD TRL LONGWOOD, FL 32750-3831
PETERSON, MARIA L 1401 WINDSOR AVE LONGWOOD, FL 32750-6830	ROBICHAUD, DARCI L 133 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5057	BRYN REALTY HOLDINGS LLC 1625 MINK DR APOPKA, FL 32703-7723
WENMAR FAMILY PROP INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	NOLL, ROGER G 422 RAYMOND AVE LONGWOOD, FL 32750-6739	GARZON, RICARDO 657 STARSTONE DR LAKE MARY, FL 32746-6397

CLINE, ALICIA B TARIQ, USMAN & TARIQ, RIZWAN & BIBI, AMINA DRAKE, RAND F & BARBARA J 175 SPRINGWOOD CIR 146 SPRINGWOOD CIR 105 COLONIAL LN APT C LONGWOOD, FL 32750-3864 LONGWOOD, FL 32750-5063 LONGWOOD. FL 32750-5012 TRES, JUAN J **BURNS FAMILY TRUST** FLANAGAN WIGINTON FAMILY LLC 157 SPRINGWOOD CIR 1016 BUCKSAW PL **1201 DELK RD** #C LONGWOOD, FL 32750-3073 LONGWOOD, FL 32779-2738 LONGWOOD, FL 32750-5048 PAULI, JOHNATHAN O & RAMOS, DENISE & RAMOS, PATTON, MELODIE A ENH LIFE EST & DAVIES, MATTHEW M LINCOLN. LAVENIA E ENH LIFE EST WILFREDO ENH LIFE EST 1971 MARY CATHERINE ST 109 COLONIAL LN 1850 BARTON ST YPSILANTI, MI 48198-6246 LONGWOOD, FL 32750-3864 LONGWOOD, FL 32750-6706 CAMBRIDGE SQUARE OWNERS ASSN INC SULLIVAN. PAUL & JENNIFER ZELEN. JOVO & MIA C/O HMI 1750 CARLTON ST 101 S SILVER CLUSTER CT 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-6714 LONGWOOD, FL 32750-4030 LONGWOOD, FL 32750-7594 DOT/STATE OF FL PIROS, NOEL & ANDREW FANSHER, THOMAS K & TERESA L 719 S WOODLAND BLVD 202 BROM BONES LN 207 BROM BONES LN LONGWOOD, FL 32750-3822 LONGWOOD, FL 32750-3821 DELAND, FL 32720-6834 MARCH. NADINE L DOT/STATE OF FLA STOKES, DIANE J & PEARSON, TARA L 142 SPRINGWOOD CIR 719 S WOODLAND BLVD 1409 W MARVIN ST #142H DELAND, FL 32720-6834 LONGWOOD, FL 32750-6131 LONGWOOD. FL 32750-5007 DAVIS, JUDITH CAMBRIDGE SQUARE OWNERS ASSN INC. MARTINEZ, RHONDA L 1235 S PRAIRIE AVE C/O HMI 134 KRISTEN CV 760 FLORIDA CENTRAL PKWY STE 200 #2204 LONGWOOD, FL 32750-6185 CHICAGO. IL 60605-3403 LONGWOOD, FL 32750-7594 SHOOK, ADAM DANFORD, MITCHELL A & DEVON C LANE. JOHN A ENH LIFE EST & LANE. ZACHARY J 135 SPRINGWOOD CIR 1408 W MARVIN ST 611 SUNRISE AVE LONGWOOD, FL 32750-6132 WINTER SPGS, FL 32708-3623 LONGWOOD, FL 32750-5004 BURKETT, WILLIE E & PATRICIA D DOT/STATE OF FL PATEL, USHA N & NAVNIT A 1821 CARLTON ST 719 S WOODLAND BLVD 2007 VANDERBILT PT LONGWOOD, FL 32750-6718 DELAND, FL 32720-6834 LONGWOOD, FL 32779-2852 FINN, ELIZABETH A FABA DEVELOPMENT GROUP LLC QUINONES, CARLOS 211 BROM BONES LN 9582 CYPRESS PINE ST 210 BROM BONES LN

ORLANDO, FL 32827-6853

LONGWOOD, FL 32750-3821

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IOA PROPERTIES LLC C/O TAX DEPARTMENT 1855 W STATE ROAD 434 LONGWOOD, FL 32750-5069	CHRISSICA LLC 236 S SHADOWBAY BLVD LONGWOOD, FL 32779-4844	IM INVESTMENTS OF CENTRAL FLORIDA LLC 27 ALPINE DR BOX 9924 ELLIJAY, GA 30540-6825
KING, SYDNEY L & EDWARD F SR 153 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5019	CROLEY, RYAN K & MATTHEW, LUANNE W 100 LAKE DESTINY TRL ALTAMONTE SPG, FL 32714-3455	REICHERT, KENNETH W & REICHERT, EMMA 138 SPRINGWOOD CIR #A LONGWOOD, FL 32750-5009
MILLER, MARGARET S ENH LIFE EST 104 SPRINGWOOD CIR APT C LONGWOOD, FL 32750-5021	KIRBUG HOLDINGS LLC 1912 BOOTHE CIR STE 300 LONGWOOD, FL 32750-6709	JASON ALVES LLC 136 FOXRIDGE RUN LONGWOOD, FL 32750-2740
MARTIN, BLANCHARD PATRICIA ENH LIFE EST & MARTIN, CINDY J ENH LIFE EST 523 PLUMOSA DR SANFORD, FL 32771-3546	SFR 2012-1 FLORIDA LLC 1775 HANCOCK ST SAN DIEGO, CA 92110-2034	RAYA, CONSTANCE 106 ICHABOD TRL LONGWOOD, FL 32750-3831
RAMOS, DAVID 127 SPRINGWOOD CIR APT E LONGWOOD, FL 32750-5039	COOPER FAMILY TRUST 264 AGNES AVE LONGWOOD, FL 32750-6106	FUSEK, EDWARD W & THOMMEN, PATRICIA 120 CHAMBERS RD DANBURY, CT 06811-3537
REMINGTON, BRIAN L & BARBARA A 103 COLONIAL LN LONGWOOD, FL 32750-3864	NELSEN, MARJORIE R ENH LIFE EST 1417 NOBLE ST LONGWOOD, FL 32750-6738	GMY INVESTMENTS LLC 5516 CREPE MYRTLE CIR OVIEDO, FL 32765-7388
NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	J & M INVESTMENT 485 WILD OAK CIR LONGWOOD, FL 32779-3395
MANNOR, MARK & JAMIE 301 VIRGINIA AVE LONGWOOD, FL 32750-6745	BECKS, LISA L 248 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	CHEVERE, KRISTIAN J 217 KAYS LANDING DR SANFORD, FL 32771-7783
BROMME, JEFFREY & DELAFIELD-BROMME, NICHOLE 315 STARBUCK RUN LONGWOOD, FL 32779-3713	NEEPA MANAGEMENT LLC 504 CINDER PT SANFORD, FL 32771-8137	MENDEZ LOPEZ, JACQUELINE 173 SPRINGWOOD CIR # B LONGWOOD, FL 32750-5061
NEIGHBORHOOD ALLIANCE CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE INC 301 MARKHAM WOODS RD LONGWOOD, FL 32779-2831	HANNAH, MARY J 1794 ROBERT ST LONGWOOD, FL 32750-6145	WHITESIDE, CHASE D 5129 LAKE HOWELL RD WINTER PARK, FL 32792-5019

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PORRAS, VICTOR H & DEPORRAS, LIGIA A 119 SPRINGWOOD CIR # C LONGWOOD, FL 32750-5033	BRIENEN, JOHANNES & KARIEN 228 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	RICONALLA, SEPTIS M 236 MARKHAM WOODS RD LONGWOOD, FL 32779-2843
BROWN FAMILY LIVING TRUST 398 CREEKSTONE CT LONGWOOD, FL 32779-6115	EBERT, KRISTA A 149 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5015	HARRISON, KATHY S 121 ICHABOD TRL LONGWOOD, FL 32750-3874
SHIRLEY SAN SOUCIR TRUST 131 EASTERN FRK LONGWOOD, FL 32750-7309	OBISPO, RONALDO M & LYDIA 432 HOMER AVE LONGWOOD, FL 32750-6164	CARLOS & TIFFANY CARRION REV TRUST 23 ROHDE AVE ST AUGUSTINE, FL 32084-5072
WILLIAM J LUBY & PEGGY D LUBY REV LIVING TRUST 160 N SUNSET DR CASSELBERRY, FL 32707-3251	NAUMAN, KENT J 168 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5081	LAVERDE MARTINEZ, GUSTAVO A & LEMOS, CATHERINE 318 RAVEN ROCK LN LONGWOOD, FL 32750-3865
WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	URZUA, ANDRES G & GERAUD, MICHELLE M 126 SPRINGWOOD CIR APT D LONGWOOD, FL 32750-5038	YANEZ, ANABELLE 598 GOSSAMER WING WAY SEBASTIAN, FL 32958-3956
WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	JENNINGS, RICHARD K 238 SAINT JAMES PL LONGWOOD, FL 32750-6172	DRAFTS, WILLIAM A & JILL M 746 CRISTALDI WAY LONGWOOD, FL 32779-5868
CARRION, CARLOS A & MARISOL 531 TEAKWOOD DR ALTAMONTE SPG, FL 32714-7429	RAMME, DONALD 106 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5023	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839
SAMSUDEAN, KEN 6344 SE 84TH PL PORTLAND, OR 97266-5446	ROMAN, MAGALI 1240 N BRASSIE DR WINTER SPGS, FL 32708-2350	KEECH, PEGGY M ENH LIFE EST 234 SAINT JAMES PL LONGWOOD, FL 32750-6172
POLITE, REAETTE D 124 SPRINGWOOD CIR # A LONGWOOD, FL 32750-5078	ACOSTA, YEPSENIA Y 141 SPRINGWOOD CIR # E LONGWOOD, FL 32750-5006	HILLTOP COMMERCIAL CONDO OWNERS ASSOCINC 1912 BOOTHE CIR #100 LONGWOOD, FL 32750-6709
ROST, RICHARD P & LOIS A 1770 MARSHALL DR LONGWOOD, FL 32750-6128	RIVERA, MARIBEL R 3745 BISCAYNE DR WINTER SPGS, FL 32708-4628	MCGEE, JEROME J & SUZANNE B 1420 NOBLE ST LONGWOOD, FL 32750-6737

CUSUMANO, PEGGY A RODRIGUEZ, MICHELLE BAIRD, MARY G ENH LIFE EST 128 SPRINGWOOD CIR C/O THEODOSEAU, MICHELLE 3213 TIMOTHY ST #D 1722 WILLA CIR APOPKA, FL 32703-6047 LONGWOOD. FL 32750-5040 WINTER PARK, FL 32792-6305 USA-PRC INVESTMENTS LLC BEHNER, KEVIN T HALL, BRYAN C & CYNTHIA S C/O MERIDIAN, MATT 2750 TEAK PL 250 TIMBERLAND AVE 349 AGNES ST LAKE MARY, FL 32746-1814 LONGWOOD, FL 32750-6159 ORLANDO, FL 32801-3855 BRISTOL FAMILY TRUST JONES, CLAUDETTE E WENMAR FAMILY PROP INC 7470 N HIGHWAY 1 166 SPRINGWOOD CIR 570 CROWN OAK CENTRE DR APT 203 LONGWOOD, FL 32750-6187 COCOA, FL 32927-5212 LONGWOOD, FL 32750-5055 TALLEY, BRUCE A & BREANNA S CUELLO. MARIO J & NICOLE A JAKIE & JONNY FL REAL EST LLC 111 ICHABOD TRL 209 BROM BONES LN 20 JUDSON AVE LONGWOOD, FL 32750-3874 LONGWOOD, FL 32750-3821 ARDSLEY, NY 10502-2213 CHEATHAM-OUZTS. PAMELA C & CHEATHAM. ROBERT CAMBRIDGE SQUARE OWNERS ASSN INC DOT/STATE OF FL & SEMINOLE B C C 148 SPRINGWOOD CIR C/O HMI 1101 E 1ST ST #B 760 FLORIDA CENTRAL PKWY STE 200 SANFORD, FL 32771-1468 LONGWOOD, FL 32750-5014 LONGWOOD, FL 32750-7594 LSF9 MASTER PARTICIPATION TRUST & US BANK TRUST TR CATAMOUNT PROPERTIES 2018 LLC SELIGMAN, ALAN T & SABRINA C C/O HUDSON HOMES MGMT LLC 2015 MANHATTAN BEACH BLVD 1414 NOBLE ST 2711 N HASKELL AVE STE 2100 # 100 LONGWOOD, FL 32750-6737 DALLAS, TX 75204-2911 REDONDO BEACH, CA 90278-6311 OBRIEN, GROVER T & DESIREE CAPELLAN, JOSE L & EDITH WEATHERBEE, RYAN & WEATHERBEE, DAWN M 1664 JACKSON ST 153 PEREGRINE CT 2072 HAYFIELD WAY LONGWOOD, FL 32750-6215 WINTER SPGS, FL 32708-5618 APOPKA, FL 32712-1926 SCARPA. ERIC CREMEANS, JEFFREY A VELAZQUEZ. MIGUEL V & VAZQUEZ. CANDACE 152 SPRINGWOOD CIR 184 CHARLES ST 119 ICHABOD TRL LONGWOOD, FL 32750-3863 LONGWOOD, FL 32750-3874 LONGWOOD. FL 32750-5018 ADVANTAGE HOLDINGS-LAMAR LLC & DONEGAN ETAL LOWREY. BECKY L YOUNG. WAGNER JAMIE 2525 S BRENTWOOD BLVD 101 SPRINGWOOD CIR 136 SPRINGWOOD CIR #B #103 #B SAINT LOUIS, MO 63144-2323 LONGWOOD. FL 32750-5072 LONGWOOD, FL 32750-5005

LAHENS BERNE. MELISSA M

LONGWOOD, FL 32750-5062

174 SPRINGWOOD CIR

APT B

1 SHORE DR N

SAPIENZA, SALVATORE & LINDA J

COPIAGUE, NY 11726-5316

WENMAR FAMILY PROP INC

LONGWOOD, FL 32750-6187

570 CROWN OAK CENTRE DR

METZ, DAWN 152 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5018	PEARSON, JAMES S & TERESA M 449 HOMER AVE LONGWOOD, FL 32750-6162	CARBONATE LLC PO BOX 513 PLYMOUTH, FL 32768-0513
J & M INVESTMENT 485 WILD OAK CIR LONGWOOD, FL 32779-3395	AH-CS HOLDINGS LLKC 1939 BOOTHE CIR LONGWOOD, FL 32750-1918	FRIDLEY, LAVONNA S 169 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5086
MIDWAY POINT LLC 380 MENASHE CT LONGWOOD, FL 32779-5847	HENNON, DAVID R & SUSAN E 1788 ROBERT ST LONGWOOD, FL 32750-6145	SANLANDO UNITED METHODIST CHURCH INC 1890 W STATE ROAD 434 LONGWOOD, FL 32750-5002
KING, JOHN K & PROSSEN, LAWRENCE G JR 1410 WINDSOR AVE LONGWOOD, FL 32750-6830	PYNN, ROGER W & SHELLEY A 269 SADDLEWORTH PL LAKE MARY, FL 32746-5082	URBAN, JENNIFER M 317 HANGING MOSS CIR LAKE MARY, FL 32746-6256
BKMGJ INVESTMENTS LLC 3351 LUKAS CV ORLANDO, FL 32820-1418	BOHLENDER, ASHLEY R 131 SPRINGWOOD CIR # B LONGWOOD, FL 32750-5079	SIGUENZA, ANA A 127 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5039
ADAMS, CHRISTOPHER 311 RAVEN ROCK LN LONGWOOD, FL 32750-3836	ST CYR, MICHELLE V & DAVID L 205 BROM BONES LN LONGWOOD, FL 32750-3821	KEATON LILLIAN A P IRREVOCABLE TRUST 4480 S COBB DR SE STE H STE 330 SMYRNA, GA 30080-6964
LINCOLN, LAVENIA E ENH LIFE EST 1971 MARY CATHERINE ST YPSILANTI, MI 48198-6246	REHBAUM, CAROLYN 103 RED BAY DR LONGWOOD, FL 32779-4914	MORALES, MARISOL & RAMON 456 TERRAVISTA PL OVIEDO, FL 32765-3715
BELANGER, MIKE & JUDY 246 SAINT JAMES PL LONGWOOD, FL 32750-6172	PUERTO, MARIA 154 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5045	MAGINLEY, ELIZABETH & ADAM 110 KRISTEN CV LONGWOOD, FL 32750-6185
ARMENDINGER, MELINDA 240 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	FECHTLER, BEVERLY A 155 SPRINGWOOD CIR APT C LONGWOOD, FL 32750-5046	BAYTON, ALMIRA C & EDWARD R 4001 S TUSKAWILLA RD OVIEDO, FL 32765-7362
FIELD, HEATHER D & WILLIAM T C/O FIELD, HEATHER AND WILLIAM 308 RAVEN ROCK LN LONGWOOD, FL 32750-3837	DEMAYO, GREGORY P & PEGI A 310 RAVEN ROCK LN LONGWOOD, FL 32750-3837	FALCO COMPANIES LLC 350 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6149

1442 MT LA	AMILY PROP INC UREL DR 'GS, FL 32708-3839	KEITH, ROSA 176 SPRINGWOOD CIR #A LONGWOOD, FL 32750-5064	140 SPRINGWOOD CIR #B TRUST PO BOX 520385 LONGWOOD, FL 32752-0385
109 COLYE	EN F & HILL HANSON, MICHELLE A R DR D, FL 32779-5722	TRAAS, ADAM M & GENEVIEVE M 304 CRANE CV LONGWOOD, FL 32750-3825	USA PRC INVESTMENTS LLC C/O MERIDIAN, MATT 349 AGNES ST ORLANDO, FL 32801-3855
APT C	JOYCE M GWOOD CIR D, FL 32750-5060	AAGAARD, TERESA JO & DUSTIN 204 BROM BONES LN LONGWOOD, FL 32750-3822	DACORA LLC 1057 BLACKWOOD ST ALTAMONTE SPG, FL 32701-7705
SAMSUDEA 6344 SE 84 PORTLAND	*	NAFEY, NARGIS 4270 REGAL TOWN LN LAKE MARY, FL 32746-2062	MILOSHEV, KRASIMIR 144 SPRINGWOOD CIR # D LONGWOOD, FL 32750-2534
136 SPRING # E	& WARREN, REBECCA L & CARR, ETAL GWOOD CIR D, FL 32750-5005	GRANT, BRADFORD S & DONNA M 1413 NOBLE ST LONGWOOD, FL 32750-6738	FABA DEVELOPMENT GROUP LLC 9582 CYPRESS PINE ST ORLANDO, FL 32827-6853
316 HEATH	' HOLDINGS LLC ERWOOD CT 'GS, FL 32708-6179	ALAN D SALERNO LIVING TRUST 11973 SW CORAL COVE PKWY PORT ST LUCIE, FL 34987-7810	ARAYA, REX E & ISIS 303 RAVEN ROCK LN LONGWOOD, FL 32750-3836
1052 MONT	N, MATTHEW J GOMERY RD E SPG, FL 32714-7420	SCANDALE, ANTHONY E & YEZESKI, JOHNNA L 630 S PALM ST WASHINGTON, PA 15301-5932	CARRION, CARLOS & MARISOL PO BOX 162974 ALTAMONTE SPG, FL 32716-2974
122 ICHABO	OS K & BASS, MICHAEL C JR DD TRL D, FL 32750-3831	THUNDERBOWL LAND TRUST PO BOX 513 PLYMOUTH, FL 32768-0513	GEORGIEVA, MARGARITA 112 ICHABOD TRL LONGWOOD, FL 32750-3831
HASNAIN 717 HUPA C	SEIN & ASHARIA, ZAHARIA & ASHARIA, CT /, FL 32746-3498	MORNINGSTAR, WESLEY P & MORNINGSTAR, IRENE Y 446 HOMER AVE LONGWOOD, FL 32750-6164	BARNES, SCOTT L TR 2001 VANDERBILT PT LONGWOOD, FL 32779-2852
310 CRYST	GARY ENH LIFE EST AL POND AVE _ 32720-7949	EVERLY, NICHOLAS D & ROSA 239 SAINT JAMES PL LONGWOOD, FL 32750-6172	CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594

PINNEY, MARK 108 ICHABOD TRL LONGWOOD, FL 32750-3831	JOSEPH LAWRENCE MGMT GROUP LLC 3550 HOLLIDAY AVE APOPKA, FL 32703-6727	PRIU, NORBERTO A 207 RIVER BEND CT LONGWOOD, FL 32779-4918
MAGUIRE, DIAN ENH LIFE EST & BAUDER, ELIAS 955 TUSKAWILLA RD WINTER SPGS, FL 32708-4401	CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594	NUVIEW IRA INC CUST 280 S RONALD REAGAN BLVD LONGWOOD, FL 32750-5468
RIEDEL, LIZA ENH LIFE EST 251 SAINT JAMES PL LONGWOOD, FL 32750-6172	YOUNG, CHRISTOPHER S & JEANNE M 251 TIMBERLAND AVE LONGWOOD, FL 32750-6159	KAVANAGH, CRAIG & AMY 316 RAVEN ROCK LN LONGWOOD, FL 32750-3865
TJ GLEASON LLC 140 OCEAN HOLLOW LN ST AUGUSTINE, FL 32084-1748	BARRERA, MONICA & HOFLE, JUAN F 2460 OAK DR LONGWOOD, FL 32779-4746	LEINJARV, ANTS ENH LIFE EST 135 SPRINGWOOD CIR # F LONGWOOD, FL 32750-5004
CASTANER, EDUARDO J 2913 GULF DR ORLANDO, FL 32806-5727	DACORA LLC 1057 BLACKWOOD ST ALTAMONTE SPG, FL 32701-7705	MILLER, RORY & MOSES, STEPHANIE 107 COLONIAL LN LONGWOOD, FL 32750-3864
SURLES, RONALD 5123 SEA PINES DR DALLAS, TX 75287-7555	DEARTH, THOMAS ENH LIFE EST & DEARTH, PATRICIA J ENH LIFE EST 213 BROM BONES LN LONGWOOD, FL 32750-3821	IANNACO, JEAN ENH LIFE EST 155 SPRINGWOOD CIR # A LONGWOOD, FL 32750-5046
BENTON, PHYLLIS B ENH LIFE EST 481 COUNTRY CLUB DR LONGWOOD, FL 32750-6805	CHERY, VLADIMIR 2164 MARSH SEDGE LN WINTER PARK, FL 32792-3148	ANCA, IULIANA 2637 KINNON DR ORLANDO, FL 32817-2855
CLARKE, KEVIN W & MARY E 321 RAVEN ROCK LN LONGWOOD, FL 32750-3836	MORA, FRIGIA 174 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5062	DI GIOVANNI LIVING TRUST 1402 NOBLE ST LONGWOOD, FL 32750-6737
LONGWOOD OFFICE GROUP LLC 362 WOLDUNN CIR LAKE MARY, FL 32746-3941	LEVIN, ALEXANDER 106 SPRINGWOOD CIR #A LONGWOOD, FL 32750-5023	RODRIGUES, ALINE V 405 RAYMOND AVE LONGWOOD, FL 32750-6140
INFANTE, VALERIA M & HOYOS, MILAGROS R 118 SPRINGWOOD CIR # C LONGWOOD, FL 32750-	DUCKWORTH, ALVENIA 142 SPRINGWOOD CIR APT E LONGWOOD, FL 32750-5007	CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594

MORRIS, TEIR	SNIDER, NANCY D & CHRISTOPHER K	BLEUS, JOHANNAH
438 RAYMOND AVE	1515 W MARVIN ST	6406 GOLDEN DEWDROP TRL
LONGWOOD, FL 32750-6739	LONGWOOD, FL 32750-6133	WINDERMERE, FL 34786-4102
WENMAR FAMILY PROP INC	YOUNGMAN, WILLIAM D & GRETA M	MADEIROS, PAUL A & ANTOINETTE
1442 MT LAUREL DR	1414 W MARVIN ST	1511 W MARVIN ST
WINTER SPGS, FL 32708-3839	LONGWOOD, FL 32750-6132	LONGWOOD, FL 32750-6133
WENMAR FAMILY PROPERTIES INC	ENFINGER, JIMMIE R & EMILY V	FLETCHER, ADAM & CATHERINE A
1442 MT LAUREL DR	102 ICHABOD TRL	1412 W MARVIN ST
WINTER SPGS, FL 32708-3839	LONGWOOD, FL 32750-3831	LONGWOOD, FL 32750-6132
SURLES, RONALD L	SEA SUN SAND AND SURF LLC	KRING, ROBERT S & ELAINE
5123 SEA PINES DR	27 GREENWOOD VILLAGE ST	224 MARKHAM WOODS RD
DALLAS, TX 75287-7555	NORTH EASTON, MA 02356-2718	LONGWOOD, FL 32779-2843
O'BRIEN, DOROTHY R	CASCARDO, SERGIO & CHARLOTTA	TORRES, GLADYS & FERNANDO
150 CHARLES ST	224 ARNOLD AVE	427 HOMER AVE
LONGWOOD, FL 32750-3863	LONGWOOD, FL 32750-6110	LONGWOOD, FL 32750-6162
CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594	HAUFF, ADRIANNE N & HAUFF, DARLENE 250 SAINT JAMES PL LONGWOOD, FL 32750-6172	STRELNIKOV, SERGEY & HALIETT 112 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5073
GALLUP, DAVID C	CONNIE J CORNELIUS LIVING TRUST	DALMAU PROPERTIES LLC
247 TIMBERLAND AVE	700 WOODBRIDGE PL	4060 BERMUDA GROVE PL
LONGWOOD, FL 32750-6159	LONGWOOD, FL 32750-2967	LONGWOOD, FL 32779-5468
KUBICA, ANGELA 546 VIA FONTANA DR # 201 ALTAMONTE SPG, FL 32714-3173	THELAMOUR, NATACHA 117 ICHABOD TRL LONGWOOD, FL 32750-3874	FIELDING, ROGER & SHAMIRA 200 SWEETWATER PL LONGWOOD, FL 32779-2518
TOLOS, PERRY E TR 319 RAVEN ROCK LN LONGWOOD, FL 32750-3836	URQUHART, TAMIKA 216 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	NEIGHBORHOOD ALLIANCE CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE INC 301 MARKHAM WOODS RD LONGWOOD, FL 32779-2831
BRYN REALTY HOLDINGS LLC	LIBBY, DEBRA L	COLELLA, MARIA C & JACK
1625 MINK DR	1824 MARSHALL DR	4802 EAGLESHAM DR
APOPKA, FL 32703-7723	LONGWOOD, FL 32750-6727	ORLANDO, FL 32826-4021

DE LANE, ANA MARIA P 137 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5043	BHOLA, GARGI 162 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5053	BOWLING, TAMRAH S 173 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5061
REDLING, KATHLEEN 1911 MAGNOLIA AVE SANFORD, FL 32771-3842	ADVANTAGE HOLDINGS-LAMAR LLC & DONEGAN ETAL 2525 S BRENTWOOD BLVD #103 SAINT LOUIS, MO 63144-2323	MALOY, MATTHEW S 1416 W MARVIN ST LONGWOOD, FL 32750-6132
GINZINGER, ADAM & BRANDY A 442 HOMER AVE LONGWOOD, FL 32750-6164	MULLEN, TERENCE ENH LIFE EST 100 SEEDLING CT LONGWOOD, FL 32750-4028	FILE, CHARLES & KAREN 320 RAVEN ROCK LN LONGWOOD, FL 32750-3865
AMAYA, ANA 163 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5050	MUNDARAIN, MARIA F & DAVILA, DANIEL E 148 SPRINGWOOD CIR # C LONGWOOD, FL 32750-5014	POOL, LINDA L 315 RAVEN ROCK LN LONGWOOD, FL 32750-3836
ESV FAMILY PROPERTIES LLC 127 W FAIRBANKS AVE # 222 # WINTER PARK, FL 32789-4326	JASON ALVES LLC 136 FOXRIDGE RUN LONGWOOD, FL 32750-2740	RIDIMAN, TABITHA M & BRANDENBURG, ALEX Z 325 RAVEN ROCK LN LONGWOOD, FL 32750-3836
BKMGJ INVESTMENTS LLC 3351 LUKAS CV ORLANDO, FL 32820-1418	KATHURIA, PUJA 2536 CIVITAS PL CASSELBERRY, FL 32707-2415	SEMINOLE B C C 1101 E 1ST ST SANFORD, FL 32771-1468
DONISON, JAMES T 120 ICHABOD TRL LONGWOOD, FL 32750-3831	HOLLAR, KENNETH E & SUSAN C 322 RAVEN ROCK LN LONGWOOD, FL 32750-3865	SUNTRUST OF SEMINOLE C/O LEASE ADMIN PO BOX 26665 VA-RIC-8614 RICHMOND, VA 23261-6665
TAZIOLI, CYNTHIA 300 VIRGINIA AVE LONGWOOD, FL 32750-6160	NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	PETROSKY, PETER & DEBBIE 114 ICHABOD TRL LONGWOOD, FL 32750-3831
BORGLUM, CHRIS D ENH LIFE EST & BORGLUM, KAREN M ENH LIFE EST 220 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	SOUTH WEST TRADING INTERNATIONAL LLC 351 CEDARCREST CT LAKE MARY, FL 32746-4051	AURISANO, JOHN & DEBORAH 273 AGNES AVE LONGWOOD, FL 32750-6105
MORAE, NURIA M 108 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5024	LUSA, MICHAEL F ENH LIFE EST 121 SPRINGWOOD CIR LONGWOOD, FL 32750-5087	MARSAK, KRYSTYNA & MANIECKI, IRENA & MARSAK, KRYSTNA GDN & MARSAK, KRYSTNA GDN 228 ARNOLD AVE LONGWOOD, FL 32750-6110

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PROSSER, GEORGE A 125 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5037	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	HAIR, KYLE 203 BROM BONES LN LONGWOOD, FL 32750-3821
STRAIGHT, RICHARD ENH LIFE EST 277 CLEMONE AVE LONGWOOD, FL 32750-6120	HELLER, MARTI J 508 RIDGEWOOD ST ALTAMONTE SPG, FL 32701-2611	DOLCE, FRANCES I ENH LIFE EST 273 BERNARD AVE LONGWOOD, FL 32750-6113
ROOD RENTALS TWO LLC 846 SILK OAK TER LAKE MARY, FL 32746-4923	VEGA, HECTOR 220 SECRET WAY CASSELBERRY, FL 32707-3362	OVIEDO, CARMEN H & MARTINEZ, EDDIE 100 ICHABOD TRL LONGWOOD, FL 32750-3831
THORINGTON, TREVOR E & ROSEMARY 252 ETHAN DR WINDSOR, CT 06095-1674	FOURNIER, DAVID E & DARLING D 252 MARKHAM WOODS RD LONGWOOD, FL 32779-2843	PORRAS, ASTRID L & PORRAS-LIED, WINSTON A 157 SPRINGWOOD CIR APT D LONGWOOD, FL 32750-5048
HEALY, JOHN C & SHANNON L & LUNDEQUAM, BRETT I & ANNE M 103 WHITECAPS CIR MAITLAND, FL 32751-5851	WOERTMAN, HARRIETT S ENH LIFE EST 118 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5032	LEWIS, BARBARA K 142 SPRINGWOOD CIR #G LONGWOOD, FL 32750-5007
J & M INVESTMENT 485 WILD OAK CIR LONGWOOD, FL 32779-3395	COEN, CHARLES W & CHRISTINA M 445 HOMER AVE LONGWOOD, FL 32750-6162	TINY ENTERPRISES INC 1220 COMMERCE PARK DR STE 203 LONGWOOD, FL 32779-5000
ZHAO, TERRY 2 LINDEN ST GREAT NECK, NY 11021-3815	GREEN, JONATHAN S 120 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5034	BOGLE, MICHAEL & MCREYNOLDS, WILLIAM & BOGLE, LAURA 2640 GLEN FOREST DR APOPKA, FL 32712-5034
TAYLOR, GREGORY D & AMBER R 313 RAVEN ROCK LN LONGWOOD, FL 32750-3836	MINCEY, HAVEN L 149 SPRINGWOOD CIR UNIT 149B LONGWOOD, FL 32750-5015	DM REALTY HOLDINGS LLC 1000 N MAITLAND AVE MAITLAND, FL 32751-8406
SPRINGS COMMUNITY ASSN INC THE C/O SENTRY MANAGEMENT INC 2180 W SR 434 STE 5000 LONGWOOD, FL 32779-5041	OCONNOR, JENNIFER 124 SPRINGWOOD CIR # B LONGWOOD, FL 32750-5078	KIRSCH, CHERYL 106 SPRINGWOOD CIR # B LONGWOOD, FL 32750-5023
CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200	NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	EWBANK, TRACY A 147 SPRINGWOOD CIR # A

LONGWOOD, FL 32750-7594

NEEPA MGMT LLC 504 CINDER PT SANFORD, FL 32771-8137	KUNZ, ANDREW & JENNIFER S 1828 BARTON ST LONGWOOD, FL 32750-6112	SEA SUN SAND AND SURF LLC 27 GREENWOOD VILLAGE ST NORTH EASTON, MA 02356-2718
EDWARDS, WILLIAM 122 KRISTEN CV LONGWOOD, FL 32750-6185	SEBASTIAN REALTY HOLDINGS LLC 1625 MINK DR APOPKA, FL 32703-7723	RM1 SFR PROPCO A LP 1850 PARKWAY PL SE # 900 MARIETTA, GA 30067-4439
JEAN-BAPTISTE, JOHANE 2726 RUNNING SPRINGS LOOP OVIEDO, FL 32765-9633	NARAGHI, HAMID 7175 MARVISTA CT ORLANDO, FL 32835-1822	KRAUSE, THOMAS K 167 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5056
FELICIANO, RUBEN 113 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5027	LUBY, MATTHEW D 141 SPRINGWOOD CIR APT C LONGWOOD, FL 32750-5006	BRUMMER, KELLY A 110 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5089
BROWNING, SALLY I 151 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5017	WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	THUNDERBOWL LAND TRUST PO BOX 513 PLYMOUTH, FL 32768-0513
SEMINOLE RESTAURANTS OF FL INC 1200 COMMERCE PARK DR LONGWOOD, FL 32779-4978	SPRINGWOOD VILLAGE CONDO ASSN OF LONGWOOD INC 160 SPRINGWOOD CIR LONGWOOD, FL 32750-5026	WEBSTER, DAVID A 1220 COMMERCE PARK DR STE 207 LONGWOOD, FL 32779-5000
SANLANDO UNITED METHODIST CHURCH INC 1939 BOOTHE CIR LONGWOOD, FL 32750-6774	MEEK, AMY 402 ELLIS SQUARE CT SANFORD, FL 32771-8519	KIMRON REV TRUST 1800 MARSHALL DR LONGWOOD, FL 32750-6726
HALL, GARY L & PATRICIA P 243 TIMBERLAND AVE LONGWOOD, FL 32750-6159	OPPERMANN, STEVE H & PEGGY J 188 CHARLES ST LONGWOOD, FL 32750-3863	KOZAK, JODI A 151 SPRINGWOOD CIR # D LONGWOOD, FL 32750-5017
GREENOUGH, ROBERT A 109 ICHABOD TRL LONGWOOD, FL 32750-3874	BROOKS, MICHAEL & JESSICA 283 AGNES AVE LONGWOOD, FL 32750-6105	DACORA LLC 1057 BLACKWOOD ST ALTAMONTE SPG, FL 32701-7705
KENNETH W REICHERT REV TRUST 139 SPRINGWOOD CIR #A	BLAKE, RICHARD L 1411 W MARVIN ST	HETRICK, JULIE R & JEFFREY 116 ICHABOD TRL LONGWOOD, EL 32750-3831

LONGWOOD, FL 32750-5088

HEALTH CAPITAL LLC 1850 BARTON ST LONGWOOD, FL 32750-6706	FRAZIER, SUSAN M 272 VICTOR AVE LONGWOOD, FL 32750-6157	MOUNTAN, MARK & TRISHA J 310 CRANE CV LONGWOOD, FL 32750-3825
DUARTE, MARCO & DUARTE, VANIA S 418 RAYMOND AVE LONGWOOD, FL 32750-6739	KAGAN, JORDAN S 636 ELDER CT ALTAMONTE SPG, FL 32714-7305	STEVERSON, MATTHEW J 1428 OAK PL APT F APOPKA, FL 32712-1919
BARAC, GORAN & VIOLETA 129 SPRINGWOOD CIR #A LONGWOOD, FL 32750-5041	J & M INV PROP LLC 485 WILD OAK CIR LONGWOOD, FL 32779-3395	BENFORD, JOHN R 116 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5030
CUPO, BERNADETTE & THOMAS 123 KRISTEN CV LONGWOOD, FL 32750-6185	FULLER, JOYCE C 1412 NOBLE ST LONGWOOD, FL 32750-6737	BRYN REALTY HOLDINGS LLC 1625 MINK DR APOPKA, FL 32703-7723
HEITMANN, JOHN W 144 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5010	PARKER, JULIANNE C/O MICHELE ENGLE 1884 PINE BAY DR LAKE MARY, FL 32746-6294	SADAT, SAYD PO BOX 163087 ALTAMONTE SPG, FL 32716-3087
BEAN DAVID L JR REV TRUST & MILLS, JANET SUCC TR PO BOX 2157 NEW SMYRNA, FL 32170-2157	MONTANEZ, MARTA I 158 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5049	LYNN, DANIEL & DONNA 111 KRISTEN CV LONGWOOD, FL 32750-6185
SEBASTIAN REALTY HOLDINGS LLC 1625 MINK DR APOPKA, FL 32703-7723	POOL, DONALD R & LISA C 317 RAVEN ROCK LN LONGWOOD, FL 32750-3836	PASEK, CRAIG J & ALLEN, SUSAN F 122 WESTBOURNE TER BROOKLINE, MA 02446-2234
JANMOHAMED, MOHSIN & RUHAINA 2910 W LAKE MARY BLVD STE 101 LAKE MARY, FL 32746-3498	TALESNICK KENNETH J REV TRUST 437 HOMER AVE LONGWOOD, FL 32750-6162	AHSANI, HAMID & JALALI, NADIA 270 CLEMONE AVE LONGWOOD, FL 32750-6121
SOTO, JOSE A 433 HOMER AVE LONGWOOD, FL 32750-6162	LUGO, ALLAN G 1811 CARLTON ST LONGWOOD, FL 32750-6717	BARKER CAPITAL LP PO BOX 540777 ORLANDO, FL 32854-0777
SLATER, JAMES E & NANCY T 209 RIVER BEND CT LONGWOOD, FL 32779-4918	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	TAGUE, DOUGLAS E & KIMBERLY D 308 CRANE CV LONGWOOD, FL 32750-3825

BROWN FAMILY TRUST 398 CREEKSTONE CT LONGWOOD, FL 32779-6115	PARISH, MARK M & JANICE L 1421 NOBLE ST LONGWOOD, FL 32750-6738	LEWANDOWSKI, JAN C ENH LIFE EST & LEWANDOWSKI, DEBORAH M ENH LIFE EST 1831 CARLTON ST LONGWOOD, FL 32750-6718
JEFFERSON, MARK M & LYNN 154 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5045	J & M INV PROP LLC 485 WILD OAK CIR LONGWOOD, FL 32779-3395	BASTEN, GRANT J 173 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5061
CARRION, JOSE L & DORIS PO BOX 161868 ALTAMONTE SPG, FL 32716-1868	BARAC, DRAGANA 125 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5037	GBH PROPERTY LLC 1924 WHITEHALL DR WINTER PARK, FL 32792-4647
DOT/STATE OF FL 719 S WOODLAND BLVD DELAND, FL 32720-6834	DEBORD, MARK B 235 SAINT JAMES PL LONGWOOD, FL 32750-6172	MASTIKOSA, MILOVAN 134 SPRINGWOOD CIR APT G LONGWOOD, FL 32750-5044
KIRCHER, KEVIN 1026 TURNER RD WINTER PARK, FL 32789-1840	DRAGO, ANGELO & AMNERIS 101 CARLTON DR E SHIRLEY, NY 11967-1046	GHALAYINI, KHALED & GHALAYINI, DINA & GHALAYINI, YOUSUF S 275 BERNARD AVE LONGWOOD, FL 32750-6113
UNITED PROPERTY HOLDINGS LLC 610 SWALLOW DR CASSELBERRY, FL 32707-4813	DU PLESSIS, ADAM 134 SPRINGWOOD CIR # E LONGWOOD, FL 32750-5044	BOSCO, CAROLYN 127 SPRINGWOOD CIR # D LONGWOOD, FL 32750-5039
CALA, DANY ENH LIFE EST 200 BROM BONES LN LONGWOOD, FL 32750-3822	FANTRY, CHRISTOPHER & FANTRY, ALINA 6397 MIRAMONTE DR UNIT 102 ORLANDO, FL 32835-3073	BRINT, STEVEN L & ELIZABETH C 327 RAVEN ROCK LN LONGWOOD, FL 32750-3836
KNIGHT, CHRISTOPHER B & STACY P 105 RED BAY DR LONGWOOD, FL 32779-4914	THORINGTON, ROSEMARY & SANCHEZ, ANTHONY L 127 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5039	ARCHANGEL PROPERTIES LLC 370 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6149
NAGHOON, FARZAN 171 SPRINGWOOD CIR # C LONGWOOD, FL 32750-5059	CAMBRIDGE SQUARE OWNERS ASSN INC C/O HMI 760 FLORIDA CENTRAL PKWY STE 200 LONGWOOD, FL 32750-7594	CRAWFORD, GENE D 1410 W MARVIN ST LONGWOOD, FL 32750-6132
2018-2 1H BORROWER LP 1717 MAIN ST	MAI, DUONG G & SHUK 9247 51ST AVE	CAPELLAN, JOSE & EDITH 2072 HAYFIELD WAY

ELMHURST, NY 11373-4013

DALLAS, TX 75201-4612

STE 2000

APOPKA, FL 32712-1926

BROWN FAMILY TRUST	NATION INC	ALAN D SALERNO LIVING TRUST
398 CREEKSTONE CT	570 CROWN OAK CENTRE DR	11973 SW CORAL COVE PKWY
LONGWOOD, FL 32779-6115	LONGWOOD, FL 32750-6187	PORT ST LUCIE, FL 34987-7810
FISHER, ROBERT B 742 POWDERHORN CIR LAKE MARY, FL 32746-5113	HERNANDEZ, MERCEDES 141 SPRINGWOOD CIR # D LONGWOOD, FL 32750-5006	BOGEYS OF WINTER GARDEN LLC C/O HYMEL 5907 MASTERS BLVD ORLANDO, FL 32819-4317
SALINAS, CRYSTAL & LEEROY JR	TALOPAU, KELLEY & SAVEA	JUDGE, WALTER
1321 WINDSOR AVE	1811 STANLEY ST	224 NOB HILL CIR
LONGWOOD, FL 32750-6829	LONGWOOD, FL 32750-6169	LONGWOOD, FL 32779-4437
SAMDR LIVING REV TRUST	LARSEN, DAGEAN A & SHARAH	KOURY, MELISSA J & IBRAHIM
539 S SUNDANCE DR	1860 BARTON ST	244 MARKHAM WOODS RD
LAKE MARY, FL 32746-6357	LONGWOOD, FL 32750-6707	LONGWOOD, FL 32779-2843
GERHARDT, BRADLEY K ENH LIFE EST 1415 W MARVIN ST LONGWOOD, FL 32750-6131	COLELLA, GIOCCHINO MARIA 4802 EAGLESHAM DR ORLANDO, FL 32826-4021	LOPEZ, NADINE 117 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5031
SPRINGS COMMUNITY ASSN INC THE C/O SENTRY MANAGEMENT INC 2180 W SR 434 STE 5000 LONGWOOD, FL 32779-5041	C A M 2015 LAND TRUST 745 CEDAR FOREST CIR ORLANDO, FL 32828-8270	FALCO COMPANIES LLC 350 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6149
GAROFALO, CAROL	VELA, VILMA L & DAVID S	CREAMER, DAVID A
12274 N REFLECTION RIDGE DR	242 SAINT JAMES PL	234 TIMBERLAND AVE
ORO VALLEY, AZ 85755-8732	LONGWOOD, FL 32750-6172	LONGWOOD, FL 32750-6159
MOORE, JASON L & SHARON L	GAYNOR, ROBERT & BINKLEY, LUISA C	SARAVIA, JAIME D & MADISON
105 ICHABOD TRL	1420 WINDSOR AVE	1420 W MARVIN ST
LONGWOOD, FL 32750-3830	LONGWOOD, FL 32750-6830	LONGWOOD, FL 32750-6132
SURROCA, FRANCISCO & ELIZABETH 72 SWEETBRIAR BR LONGWOOD, FL 32750-2736	PRICE, JEREMIAH & RACHEL 282 AGNES AVE LONGWOOD, FL 32750-6106	CERDA, REINA & FELIX 178 SPRINGWOOD CIR #D LONGWOOD, FL 32750-5066
MC MULLEN, THOMAS & NOREEN	YASHCON INVESTMENTS LLC	TRAUGER, ALAN C & JANET D
280 CLEMONE AVE	145 RANGELINE WOODS CV	124 ICHABOD TRL
LONGWOOD, FL 32750-6121	LONGWOOD, FL 32750-5600	LONGWOOD, FL 32750-3831

MARTIN-BLANCHARD, PATRICIA H ENH LIFE EST & CORNEJO. SABRINA A & BERMUDEZ. ELOISE Y BUSCH, MARILYN MARTIN, CINDY J ENH LIFE EST 150 SPRINGWOOD CIR 328 E 1200 N 523 PLUMOSA DR CHESTERTON, IN 46304-9525 SANFORD, FL 32771-3546 LONGWOOD. FL 32750-5016 KUSHNER. BARBARA & KAMENOFF, LARRY & KAMENOFF. SANTOS. ERIC & ALEJANDRA HIEN ROADWAY LLC MARCIA 155 SPRINGWOOD CIR 468 W HIGHWAY 436 1220 TRENTWOOD CT APT D ALTAMONTE SPG, FL 32714-4147 LAKE MARY, FL 32746-5359 LONGWOOD, FL 32750-5046 TIMBERLAND AVE RESORTS LLC DOT/STATE OF FL SEMINOLE B C C 1101 E 1ST ST 246 TIMBERLAND AVE 719 S WOODLAND BLVD SANFORD, FL 32771-1468 LONGWOOD, FL 32750-6159 DELAND, FL 32720-6834 LEVEQUE. JESSICA MINUGH. JOFFRE L TORRES. FERNANDO & EDILIA 166 SPRINGWOOD CIR 106 SPRINGWOOD CIR 1791 CARLTON ST APT C LONGWOOD, FL 32750-6715 LONGWOOD, FL 32750-5055 LONGWOOD, FL 32750-5023 SOLOWEY MARLA GUARDIAN OF DAVID SOLOWEY THUNDERBOWL LAND TRUST BAGY, RICK S & MARY C 176 SPRINGWOOD CIR PO BOX 513 307 RAVEN ROCK LN #C PLYMOUTH, FL 32768-0513 LONGWOOD, FL 32750-3836 LONGWOOD, FL 32750-5064 CASPER. CHRISTOPHER DRAFTS, WILLIAM A & JILL M PINNEY, WESLEY & STEPHANIE 109 SPRINGWOOD CIR 746 CRISTALDI WAY 208 BROM BONES LN #A LONGWOOD, FL 32779-5868 LONGWOOD, FL 32750-3822 LONGWOOD. FL 32750-5084 MATTHEWS, MARY HEIR FARWIG, DOUGLAS W KIRCHER, K C/O DONATHAN, KATHLEEN A 450 HOMER AVE 1026 TURNER RD 118 GUM ST LONGWOOD, FL 32750-6164 WINTER PARK, FL 32789-1840 ALTAMONTE SPG, FL 32714-1994 GORANFLO, CHASE M FIPPINGER. BRYAN & JENNIFER GOLDEN BRIDGE LLC 108 SPRINGWOOD CIR 238 TIMBERLAND AVE 6320 138TH ST LONGWOOD, FL 32750-6159 FLUSHING, NY 11367-1122 LONGWOOD, FL 32750-5024 ASHARIA. FIDAHUSSEIN & ASHARIA. ZAHARIA & ASHARIA. SMITH. HERBERT G JR OSHLO GOLDEN GOOSE LONGWOOD LLC **HASNAIN** 135 SPRINGWOOD CIR 511 YACHT ST 717 HUPA CT #D COUNCIL BLFS, IA 51501-8251 LAKE MARY, FL 32746-3498 LONGWOOD, FL 32750-5004 USA-PRC INVESTMENTS LLC CASTRO, JENNIFER & REINEL RUOFF, STEVEN C & DAWN B C/O MERIDIAN, MATT 1555 TRAPPER JOHN LN 210 RIVER BEND CT 349 AGNES ST

LONGWOOD, FL 32779-4918

TURLOCK, CA 95380-2402

ORLANDO, FL 32801-3855

WASHER, DONALD M 163 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5050	FALCO COMPANIES LLC 350 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6149	WENMAR FAMILY PROP INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187
DENSLOW, RUSSELL E & SANDRA C	NATION INC	WOLLARD, JEFFREY R & HELLEN B
232 MARKHAM WOODS RD	570 CROWN OAK CENTRE DR	1400 WINDSOR AVE
LONGWOOD, FL 32779-2843	LONGWOOD, FL 32750-6187	LONGWOOD, FL 32750-6830
HILL, GREGORY P	RODRIGUEZ, EDUARDO	BARRERA, MONICA & HOFLE, JUAN F
126 ICHABOD TRL	1777 ROBERT ST	2460 OAK DR
LONGWOOD, FL 32750-3831	LONGWOOD, FL 32750-6144	LONGWOOD, FL 32779-4746
PERIN, STACY N & VICHROSKI, RICHARD E	FERGUSON, THOMAS E & MARIA C	LLOYD, BRIGITTE
115 ICHABOD TRL	135 KRISTEN CV	128 CHARLES ST
LONGWOOD, FL 32750-3874	LONGWOOD, FL 32750-6185	LONGWOOD, FL 32750-3863
BAIRDTRUSDALE, JACQUELINE E & TERRELL, SAIZONE & CHIDSEY, JOSHUA 10424 HENBURY ST ORLANDO, FL 32832-6956	PAINE, ASHLEY A 1407 NOBLE ST LONGWOOD, FL 32750-6738	NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187
DOT/STATE OF FLA	HEYMAN, THEODORE J & NANCY D	DENNSTEDT, JOSHUA ENH LIFE EST
719 S WOODLAND BLVD	930 WESTPARK DR	323 RAVEN ROCK LN
DELAND, FL 32720-6834	KISSIMMEE, FL 34747-4966	LONGWOOD, FL 32750-3836
WHITE, C BARRY	CARRION, MARISOL A & CARLOS A	PATTON, DAVID O & JAMIE S
1170 TURTLE ROCK CT	PO BOX 162974	1780 CARLTON ST
LONGWOOD, FL 32750-2966	ALTAMONTE SPG, FL 32716-2974	LONGWOOD, FL 32750-6714
MONTAS, MICHAEL & VIVETTE	GREEN ANOLE HOLDINGS LLC	LORI A SHENFIELD REV TRUST
1771 ASTOR FARMS PL	1272 WYNDHAM PINE DR	609 EDWARD ST
SANFORD, FL 32771-8040	APOPKA, FL 32712-2343	NEW SMYRNA, FL 32168-6634
SMITH, DONALD S 118 ICHABOD TRL LONGWOOD, FL 32750-3831	PERLEY, BARBARA J 165 SPRINGWOOD CIR APT C LONGWOOD, FL 32750-5052	COLLAR, WILLIAM K 129 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5041
GOBESAN LLC 12300 SOUTH SHORE BLVD STE 214 WELLINGTON, FL 33414-6509	GOLDEN, PAMELA 178 SPRINGWOOD CIR APT B LONGWOOD, FL 32750-5066	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839

ZNN PROPERTIES LLC 1360 ORANGE AVE WINTER PARK, FL 32789-4912	MCMANUS-KEENE, LEI LIFE EST 285 BERNARD AVE LONGWOOD, FL 32750-6113	CARPENTER, ANNA R & FAVA, GARY R 161 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5054
LONG ISLAND SPRING LLC 3130 104TH ST EAST ELMHURST, NY 11369-2018	ACOSTA, JANETH 157 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5048	FROSH FAMILY TRUST 5848 PINE GROVE RUN OVIEDO, FL 32765-9338
MWA INV LLC 601 W LAKE CIR LONGWOOD, FL 32750-2957	SORENSEN, JEREMY P & KATHY L 2525 223RD LN NW OAK GROVE, MN 55011-5018	MYRICK FAMILY TRUST 1821 STANLEY ST LONGWOOD, FL 32750-6169
KAGAN, JACOB & CIPORA 455 TIMBER RIDGE DR LONGWOOD, FL 32779-2644	HOLLIS, CHARLES M JR & MARY E 1401 NOBLE ST LONGWOOD, FL 32750-6738	KEATON, DAVID W 394 S PRESSVIEW AVE LONGWOOD, FL 32750-6813
LUCAS, KEVIN F 148 SPRINGWOOD CIR # D LONGWOOD, FL 32750-5210	PYTEL, STEVEN M 620 MONROE HARBOR PL SANFORD, FL 32773-5018	RICHARDSON, SHIRLEY W ENH LIFE EST & RICHARDSON, JAMES W ENH LIFE EST 1415 WINDSOR AVE LONGWOOD, FL 32750-6830
CIPRIANO, ANTHONY M JR & SUZANNE L 205 RIVER BEND CT LONGWOOD, FL 32779-4918	VERON, NATALIA 131 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5079	ARIZ FAMILY LIVING TRUST 426 RAYMOND AVE LONGWOOD, FL 32750-6739
SADAT, DAVID S PO BOX 163087 ALTAMONTE SPG, FL 32716-3087	CROWN OAK CENTRE CONDO ASSN INC 2460 W STATE ROAD 434 LONGWOOD, FL 32779-3613	THOMPSON, JANICE 161 SPRINGWOOD CIR #C LONGWOOD, FL 32750-5054
WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	NATION INC 570 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6187	CAMBRIDGE GROUP LTD THE C/O CAMBRIDGE SQUARE OWNERS 1900 BOOTHE CIR #104 LONGWOOD, FL 32750-6751
PENA, LIVIA 116 SPRINGWOOD CIR # B LONGWOOD, FL 32750-1651	DACORA LLC 1057 BLACKWOOD ST ALTAMONTE SPG, FL 32701-7705	MICHAEL M ROOSE REV TRUST 1870 BARTON ST LONGWOOD, FL 32750-6707
HONEYCUTT, MARY E 156 SPRINGWOOD CIR #B LONGWOOD, FL 32750-5047	JERVEY, PENSRI S 242 TIMBERLAND AVE LONGWOOD, FL 32750-6159	SG GROUP KOREA LLC 7786 W SAND LAKE RD ORLANDO, FL 32819-5114

MASTIKOSA, JOVAN 272 RANGELINE RD LONGWOOD, FL 32750-4035	STAGES OF LIFE MEDICAL CENTER LLC 845 MARKHAM WOODS RD LONGWOOD, FL 32779-2823	HILLTOP COMMERCIAL CONDO OWNERS ASSOCINC 1912 BOOTHE CIR #100 LONGWOOD, FL 32750-6709
WILLIAM P BERG REV TRUST 100 PINE NEEDLE LN ALTAMONTE SPG, FL 32714-5814	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839
WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	BROWN FAMILY LIVING TRUST 398 CREEKSTONE CT LONGWOOD, FL 32779-6115	WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839
ZELEN, JOVO & MIA 101 S SILVER CLUSTER CT LONGWOOD, FL 32750-4030	SALVAMAR INVESTMENTS & SERVICES INC 2803 SPYGLASS CV LONGWOOD, FL 32779-4889	HEATTER, WILLIAM E & GINA 1033 SUGARBERRY TRL OVIEDO, FL 32765-6039
EQUITY TRUST CO CUST 250 SPANISH OAK TRL LONGWOOD, FL 32779-2713	ERINNA-SORTO, ARIANA & SORTO, JOSHUA 1801 CARLTON ST LONGWOOD, FL 32750-6717	VEAL, MARIA 116 SHADDOCK DR AUBURNDALE, FL 33823-9217
DM REALTY HOLDINGS LLC 316 HEATHERWOOD CT WINTER SPGS, FL 32708-6179	T & A PROPERTIES LLC 1036 DENTON RD WINTER PARK, FL 32792-2748	HARMS, CRAIG 138 SPRINGWOOD CIR LONGWOOD, FL 32750-5009
IOA GROUP LLC 1855 W STATE ROAD 434 LONGWOOD, FL 32750-5069	JACOBS, LEWIS C 202 CHARLES ST LONGWOOD, FL 32750-3863	MIRABILE, JOYCE M 175 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5063
THIRION, ANA ISABEL ENH LIFE EST 157 SPRINGWOOD CIR # C LONGWOOD, FL 32750-5048	SALDIVIA, CARLOS P & OBANDO, LUZ N 144 SPRINGWOOD CIR # E LONGWOOD, FL 32750-5010	RIESEN, KATHY & RIESEN, DAVID 1840 BARTON ST LONGWOOD, FL 32750-6706
7-ELEVEN INC Attn: AD VALOREM TAX DEPT 1722 ROUTH ST STE 1000 DALLAS, TX 75201-2535	THOMPSON, SANDRA L ENH LIFE EST 1790 CARLTON ST LONGWOOD, FL 32750-6714	SPRINGS COMMUNITY ASSN INC THE C/O SENTRY MANAGEMENT INC 2180 W SR 434 STE 5000 LONGWOOD, FL 32779-5041
FELDMAN, ALLISON & FELDMAN, PAMELA ENH LIFE EST & FELDMAN, ALLISON P 430 RAYMOND AVE LONGWOOD, FL 32750-6739	QUALIS FINANCIAL GROUP LLC 450 CROWN OAK CENTRE DR LONGWOOD, FL 32750-6186	BLAIR, MARGARET I ENH LIFE EST 125 SPRINGWOOD CIR APT A LONGWOOD, FL 32750-5037

WENMAR FAMILY PROPERTIES INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	OGLES, PAMELA S 151 SPRINGWOOD CIR #A	TRIOLA, NANCY 127 SPRINGWOOD CIR #G
	LONGWOOD, FL 32750-5017	LONGWOOD, FL 32750-5039
SEMINOLE B C C 1101 E 1ST ST SANFORD, FL 32771-1468	SHIRLEY SAN SOUCIE TRUST 131 EASTERN FRK #B LONGWOOD, FL 32750-5029	BLUEBIRD GARDEN LLC 3448 E TUSA CT MERIDIAN, ID 83642-6346
SAIBOT INC 1220 COMMERCE PARK DR STE 103 LONGWOOD, FL 32779-5000	GRAHAM, ROBIN S 1781 ROBERT ST LONGWOOD, FL 32750-6144	ASHTON, JEFFREY A 242 W LYMAN AVE WINTER PARK, FL 32789-4218
LOUIS, FLORENCE 250 SPANISH OAK TRL LONGWOOD, FL 32779-2713	CAMPBELL, JENNIFER L & SCHERER, MATTHEW T 1784 ROBERT ST LONGWOOD, FL 32750-6145	-
TYLER, MARTHA W 277 AGNES AVE LONGWOOD, FL 32750-6105	BISHOP & CHAN PROP LLC 605 ORANGE BLOSSOM LN DELAND, FL 32724-7532	-
SCHOEPPLER PICKETT, WILDA'S ENH LIFE EST 161 SPRINGWOOD CIR APT D LONGWOOD, FL 32750-5054	J & M INVESTMENT 485 WILD OAK CIR LONGWOOD, FL 32779-3395	-
MARTIN, DEVIN 31 BIRDSONG LN TAYLORS, SC 29687-6550	DOMENECH LIVING TRUST 5421 W 24TH AVE APT 19 HIALEAH, FL 33016-4824	-
DAVIS, JUDITH 1235 S PRAIRIE AVE #2204 CHICAGO, IL 60605-3403	SIBLEY, ADAM L & LAUREN M 1425 WINDSOR AVE LONGWOOD, FL 32750-6830	-
COX, MICHAEL R 6012 ELLERSTON WAY UNIT 1121 AVE MARIA, FL 34142-5195	SOTO, MADELINE 177 SPRINGWOOD CIR # A LONGWOOD, FL 32750-5065	
WENMAR FAMILY PROP INC 1442 MT LAUREL DR WINTER SPGS, FL 32708-3839	SMITH, SHAWN D 156 SPRINGWOOD CIR # D LONGWOOD, FL 32750-5047	-



March 11th, 2024

Ms. Annie Sillaway, AICP Senior Planner Planning & Development Services Seminole County Government 1101 E. 1st St. 2nd Floor Sanford, FL 32771

RE: IOA Property PD Rezone Community Meeting Summary

Dear Ms. Sillaway,

This letter shall serve as our Final Report under the Community Meeting required for the proposed PD Rezone Application for the IOA Property.

In accordance with the County's adopted policy a notification was mailed to the property owners identified in the mailing list received from your office. Included in the mailer was a letter explaining the proposed request as well as a location map and a reduced copy of the Master Plan from the PD submittal.

A reservation was made at Grace Church 1765 W S.R. 434 Longwood, FL for the community meeting on March 7, 2024 at 6:30 pm.

Directions to the meeting area were posted from the parking area in front of the church to provide residents with directions to the meeting location. The meeting location was ready at 6:15 with a sign-in table and seat available for concerned residents. At 6:40 the meeting started with eight (8) residents (and several relatives) in attendance. The meeting began with the introduction of the applicant's team including G L Summitt, IOA Properties and Dogtopia. After introductions a summary of the proposed rezoning stating that the proposed change will not result in structural changes to the site but only allow for overnight boarding.

Several of the residents had questions concerning the amendment with most of the discussions revolving around the potential for redevelopment of the site for residential use. A list of the questions has been attached to this letter for reference. In addition to the residents in attendance several phone calls were received with the main concerns being redevelopment as residential use and issues with access to the condominiums located behind the site which has been affected by the realignment of the I-4 on ramp.

Attached to this summary you will find a copy of the mailer notice, location map and masterplan along with a copy of the mailing list used to provide notification to the adjacent property owners, the attendance list and the list of questions.

 If you have any questions concerning the mailer or the response that was received, please do not hesitate to contact us.

Sincerely,

Geoffrey L. Summitt, P.E.

President

Questions List

Attach:

Community Meeting Notice Letter Location Map PD Site Plan Mailing List for Adjacent Property Owners Attendance List Date: March 7, 2024

Parcel: 02-21-29-300-004A-0000

Reference: 13-acre Planned-Unit Development Rezoning Request Community Meeting

,	Name	Address
1	AMID HABIB M.D. (FOR HWAINY-	601 WESTLAKE OIR. LONGWOOD, 12.32750
2	Charles and Karen File	320 Raven Rock Ln, Longwood, FL32750
. 3	Aziz A FROSH	5848 PINE GROVE Run Diedo FL32765
4	RUKSANA FROSIT	
5	Eaith Carellan	2072 Hayfreld Way Apopka FL.
6	JOSE CORMAN	
7	On by Drillo hopy	(mo) aged Re 70/80
8	Lim Tagu	308 Crane Con Longua d 32750
9	80 0	
10		
11	EDITH CAPELLAN	Springwoodvillage @ hotmail.com.
12		
13	Sleepyhellowsing	taldition egmail.com
14		oastlegnail.com
15		
16		
17	2	
18		

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028

WEDNESDAY, APRIL 3, 2024 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

Present (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

ACCEPT PROOF OF PUBLICATION

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Tim Smith to approve the Proof of Publication. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

APPROVAL OF MINUTES

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Lourdes Aguirre to approve the March 6, 2024 Minutes, as submitted. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

PUBLIC HEARING ITEMS

IOA Properties PD Rezone – Consider a Rezone from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434 and east of Interstate 4; (IOA Properties, LLC, Applicant) District3 - Constantine (Rebecca Hammock, Development Services Director/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the subject site is currently developed as the Longwood Village Shopping Plaza. There is an existing tenant within the plaza known as "Dogtopia" who provides pet daycare and grooming services. The establishment would like to expand their services to include overnight pet boarding, which is not permitted under the existing C-1 (Retail Commercial) zoning district. The additional use of overnight pet boarding will be internal to the existing establishment and the tenant will be required to provide interior soundproofing to reduce any potential sound pollution. Outside kennels will not be permitted. At the time of building permit review for the interior renovation, the Applicant will be required to demonstrate the soundproofing measures required. Staff finds the requested Planned Development zoning classification to be consistent with the Land Development Code and the Comprehensive Plan. For the record, there was an email sent from Cheryl Cuellar who was against this item because the resident thought this PD Rezone may be proposing apartments, which it is not. This email was distributed to the P&Z board prior to the meeting. Ms. Sillaway contacted Ms. Cuellar by phone and left a message explaining the request is for overnight dog boarding be added to their existing use. Staff requests approval of the IOA Properties PD Rezone as presented.

Commissioner Richard Jerman asked what is in the shopping center now other than Dogtopia. Ms. Sillaway responded that Pickles, 4 Rivers, and a few other restaurants.

Commissioner Jerman stated that he wasn't clear why this is going from C-1 Commercial to PD when C-1 Commercial uses are continuing to operate within the shopping center. Ms. Sillaway responded that the proposed uses will remain C-1 Commercial permitted uses, as well as grooming, which Dogtopia is adding overnight dog boarding to the permitted uses for the PD. Commissioner Jerman stated that it doesn't really say that and he's not clear. He asked if in the PD it will stay C-1, with the addition of overnight dog boarding. Currently, overnight dog boarding is not allowed in C-1, but rather C-2. Commissioner Jerman stated that he understands the reason, but he just doesn't get it. Commissioner Jerman asked if we are just approving the rezoning and Ms. Sillaway responded yes. He asked if there is a Development Order and Ms. Sillaway responded yes, this is part of the approval request along with the Master Development Plan, which establishes the entitlements.

Neysa Borkert, Deputy County Attorney, stated that the Development Order is located on page 15 of the packet and on page 16 it lists the permitted uses and the C-1 Retail permitted uses are being memorialized in the Development Order.

Geoff Summit, of Lake Mary, stated he is with Summit Engineering representing the applicant. He stated that he is available for questions.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Tim Smith to approve and refer the IOA Properties PD Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith Connection Point Commercial Center Rezone – Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 3.75 acres, located on the north side of Connection Point, approximately 0.25 mile west of SR 426; (CPCC Oviedo, LLC, Applicant) District1 - Dallari (Rebecca Hammock, Development Services Director/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the proposed request is to develop a self-storage facility on the subject property in compliance with the C-3 zoning district, which permits general office, commercial, and wholesale distribution, storage, and light manufacturing. The request is consistent with the Land Development Code of Seminole County and is compatible with the surrounding trend of development in the area. The requested C-3 zoning district has been established along Connection Point, and the surrounding parcels to the north, south, east, and west have an Industrial Future Land Use permitting the requested C-3 zoning district. At the time of Engineered Site Plan review, the development must meet all requirements for parking, access, maximum building height, minimum open space requirements, permitted uses, and maximum Floor Area Ratio, in accordance with the Land Development Code of Seminole County. Staff requests approval of the Connection Point Commercial Center Rezone as presented.

Chad Moorhead, of Maitland, with Madden, Moorhead and Stokes, stated that he is available to answer questions.

Commissioner Richard Jerman asked if the wetlands will be preserved. Mr. Moorhead responded that they are taking them out, which is currently in the process with St. Johns Water Management district.

Commissioner Jerman asked, since this is an odd-shaped property, whether the development will meet the setbacks. Mr. Moorhead responded yes, and further stated that the retention ponds will be at the tip of the northern end and the other two parcels to the west, so they will not need a variance.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve and refer the Connection Point Commercial Center Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

Orange Blvd Rezone – Consider a Rezone from A-1 (Agriculture) and PD (Planned Development) to C-3 (General Commercial & Wholesale) on approximately 5.14 acres, located on the south side of Orange Blvd, approximately 0.25 mile west of Interstate 4; (Seminole County – Public Works, Applicant) District5 - Herr (Rebecca Hammock, Development Services Director on behalf of Public Works/Annie Sillaway, Project Manager).

Annie Sillaway, Senior Planner, presented this item as reflected in the Staff report. She further stated that the proposed request is to develop an internal roadway and parking lot in compliance with the C-3 zoning district which permits commercial, general office, wholesale distribution, and light storage. The development site directly adjacent to the east of the subject property is known as the La Mesa RV Center dealership, which provides the sale and service of recreational vehicles. The dealership located on the south side of Orange Blvd utilizes the property directly across the street on the north side of Orange Blvd as an overflow parking lot for the facility. The overflow parking lot parcel is in the process of being acquired by Seminole County for the Orange Blvd Road widening capital improvement program project. The parcel subject to the rezone request is intended to replace the previous La Mesa parking lot. The remaining portion of the PD to the south of the subject site will be amended at a later date, once the owner is ready to develop. Staff has determined the request is consistent with the trend of development in the area which consists of M-1 (Industrial) zoning to the north and C-3 (General Commercial & Wholesale) to the east, and is consistent with the Seminole County Comprehensive Plan, which consists of Industrial, Commercial, and Office. At the time of Site Plan review, the development must meet all requirements for parking, access, open space, and permitted uses in accordance with the Land Development Code of Seminole County (LDCSC). Staff requests approval of the Orange Blvd Rezone as presented.

Commissioner Richard Jerman asked why the applicant isn't rezoning the whole site. Ms. Sillaway responded that they decided to only rezone the northern portion and leave the southern portion for the owner to either rezone or amend the PD. Commissioner Jerman asked how they will handle the pond that straddles both portions of the site with different zoning districts. Ms. Sillaway responded that they will rezone the northern portion and later, Staff will get with the applicant to amend the PD and re-do the Master Development Plan.

Chad Moorhead, representing a different role, stated he is with KBC Development who is the owner of the property. There will need to be a property owner's association in order to deal with the maintenance of the storm water pond at the next phase. There will be a Development Order for access and utilities.

Ed Barfield, with the Barfield Group, in Orlando, stated that he did the coordination and acquisitions for Seminole County for the Orange Blvd project. The other, KBC and La Mesa are already in discussions on doing the property owner's association and they will be handling the internal roadway as well as all of the storm water drainage as part of the property owner's association.

Audience participation included one speaker as follows:

Reginald Campbell, of Sanford, with the Bookertown Improvement Association, stated that the subdivision west of this project is an historical black community. They are primarily concerned and making sure this development doesn't disrupt the people living there. The area was full of trees at one point and was sold and all of the trees were removed. The trees buffered the sound from I-4 and kept the community cooler than what it is now. They are concerned they don't know what the property will be used for. At one point there was discussion about widening the retention pond, as he was told that was not going to happen now. He has concerns with water on both sides of Dunbar, even if one will be a dry pond.

Chairman Dan Lopez responded that it was unfortunate the applicant wasn't present to address his concerns. Chairman Lopez asked Ms. Sillaway if she was able to respond to Mr. Campbell's concerns. Ms. Sillaway said that the applicant stated they are proposing an internal roadway from the established connection point and a parking lot for overflow parking for La Mesa. Regarding any landscape buffers or storm water pond requirements, that will be addressed and required at the time of Site Plan review, which is a Staff level approval.

A motion was made by Commissioner Tim Smith, seconded by Commissioner Brandy loppolo to approve and refer the Orange Blvd Rezone to the Board of County Commissioners. The motion passed unanimously.

Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, Commissioner Carissa Lawhun, and Commissioner Tim Smith

CLOSING BUSINESS

Dale Hall, Planning & Development Manager, stated that this Board was notified of the Planning Official's training and zoning workshop coming up in Ocoee by the Florida Chapter of the American Planning Association. This is not the only opportunity, as we will have others in the future. Also, as of April 1, 2024, the new sections of the Land Development Code were enacted and in force. Information is being pushed out to citizens, contractors, and homeowners regarding certain changes.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:25 PM.

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

NO. HH180311 FY COMMISSION EXPIRES NOV. 17, 2025

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). HEATH KITENOUR , the owner of record for the following described property [Parcel ID Number(s)] 02-21-29-300-004A-0000 hereby designates G L Summitt Engineering, Inc. to act as my authorized agent for the filing of the attached application(s) for: ☐ Alcohol License ☐ Arbor Permit ☐ Construction Revision ☐ Final Engineering ☐ Final Plat ☐ Future Land Use Amendment ☐ Lot Split/Reconfiguration ☐ Minor Plat ☐ Preliminary Subdivision Plan X Rezone ☐ Site Plan ☐ Special Event ☐ Special Exception ☐ Temporary Use Permit ☐ Vacate ☐ Variance OTHER: and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable. STATE OF FLORIDA COUNTY OF Seminole SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Heath Riterour ☐ by means of physical presence or ☐ online notarization; and 🗹 who is personally known to me or ☐ who has produced as identification, and who executed the foregoing instrument and sworn an oath on this 26 day of October , 2023. **DONNA SCHWARTZ** Doma Schwart **NOTARY PUBLIC** STATE OF FLORIDA



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company

I.O.A. PROPERTIES, LLC

Filing Information

 Document Number
 L03000025125

 FEI/EIN Number
 54-2120612

 Date Filed
 07/10/2003

State FL

Status ACTIVE

Last Event LC AMENDMENT

Event Date Filed 09/26/2016

Event Effective Date NONE

Principal Address

1855 West S.R. 434 Longwood, FL 32750

Changed: 04/18/2018

Mailing Address

1855 West S.R. 434 Longwood, FL 32750

Changed: 04/18/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET TALLAHASSEE, FL 32301

Name Changed: 02/03/2016

Address Changed: 02/03/2016

<u>Authorized Person(s) Detail</u>

Name & Address

Title CFO

Masters, Gregory 1855 West S.R. 434 Longwood, FL 32750

Title Manager

Ritenour, Heath

1855 West S.R. 434 Longwood, FL 32750

Title Managing Member

IOA Group, LLC 1855 West S.R. 434 Longwood, FL 32750

Title Secretary

Meyers, Thomas, Jr. 1855 West S.R. 434 Longwood, FL 32750

Annual Reports

Report Year	Filed Date
2021	04/21/2021
2022	03/21/2022
2023	04/27/2023

Document Images

04/27/2023 ANNUAL REPORT	View image in PDF format
03/21/2022 ANNUAL REPORT	View image in PDF format
04/21/2021 ANNUAL REPORT	View image in PDF format
04/21/2020 ANNUAL REPORT	View image in PDF format
03/28/2019 ANNUAL REPORT	View image in PDF format
04/18/2018 ANNUAL REPORT	View image in PDF format
04/17/2017 ANNUAL REPORT	View image in PDF format
09/26/2016 LC Amendment	View image in PDF format
04/15/2016 ANNUAL REPORT	View image in PDF format
02/03/2016 CORLCRACHG	View image in PDF format
04/23/2015 ANNUAL REPORT	View image in PDF format
04/16/2014 ANNUAL REPORT	View image in PDF format
04/11/2013 ANNUAL REPORT	View image in PDF format
04/12/2012 ANNUAL REPORT	View image in PDF format
02/02/2011 ANNUAL REPORT	View image in PDF format
01/15/2010 ANNUAL REPORT	View image in PDF format
01/14/2009 ANNUAL REPORT	View image in PDF format
01/14/2008 ANNUAL REPORT	View image in PDF format
01/09/2007 ANNUAL REPORT	View image in PDF format

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 14, 2024, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

Property Owner(s): IOA Property, LLC

Project Name: IOA Properties PD Rezone

Requested Development Approval: Consider a Rezone from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.

Findings: After fully considering staff analysis titled "IOA Properties PD Rezone" and all evidence submitted at the public hearing on May 14, 2024, regarding this matter, the Board of County Commissioners has found, determined, and concluded that the requested rezone from C-1 (Retail Commercial) 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:			
	JAY	ZEMBOWER.	CHAIRMAN

EXHIBIT "A"Legal Description

PARCEL I:

From the Southwest corner of Lot 1 Sleepy Hollow according to the plat thereof as recorded in Plat Book 15, Page 64 and 65, of the Public Records of Seminole County, Florida, said Southwest corner of Lot 1 also being on the Northwest right of way of State Road 434; run thence South 56'36'44" West along the Northwesterly right of way of State Road 434, 100.00 feet to the Point of Beginning; thence continue South 56'36'44" West along said

Northwesterly right of way 851.63 feet; thence run South 64'12'24" West along the Northwesterly right of way of said State Road 434, 90.59 feet; thence run North 25'47'36" West 150 feet; thence run South 89'34'02" West, 193.36 feet to the Easterly right of way of Interstate Highway No. 4 (State Road No. 400); thence run North 03'56'36" West along said Easterly right of way, 266.43 feet to the most Southerly corner of the Department of Transportation Water Storage Area; thence run North 56'36'44" East along the Southeasterly boundary of said Department of Transportation Water Storage Area, 448.51 feet; thence run North 33'23'16" West along the Northeasterly boundary of said Water Storage Area, 320 feet; thence run South 89'54'29" West along the North boundary of said Water Storage Area, 90 feet to the Easterly right of way of said Interstate Highway No. 4; thence run North

20'01'51" East along said Easterly right of way of Interstate Highway No. 4, 13.69 feet to the Northerly right of way of Irving Street, as shown on the Replat of Tracts 18, 19, 20 and 22, Sanlando Springs, according to the plat thereof as recorded in Plat Book 7, Page 3, of the Public Records of Seminole County, Florida; thence run North 89'53'29" East along said Northerly right of way of Irving Street, 508.76 feet; thence run North 89'41'16" East continuing on the said Northerly right of way of Irving Street 327.55 feet to a point 100 feet West of the West line of said Sleepy Hollow; thence run South 00'15'14" East, parallel to said Westerly line of Sleepy Hollow, 109.14 feet to the point of curvature of a curve

concave Northeasterly and having a radius of 440.0 feet; thence run Southeasterly along said curve 254.45 feet through a central angle of 33'08'02" to the point of tangency of said curve; thence run South 33'23'16" East, 85.60 feet to the Point of Beginning, subject to a Drainage Easement to the State of Florida Department of Transportation, 30 feet in width along the Westerly side of said property. LESS and except the portion of the legal description as recited in Order of Taking as recorded in O.R. Book 7659, Page 1899, Public Records of Seminole County, Florida.

PARCEL II:

A non-exclusive easement for ingress and egress over and upon the following described parcel situate in Seminole County, Florida, viz:

FILE # Z2023-13

DEVELOPMENT ORDER # 23-20000013

Begin at the intersection of the North right of way line of Irving Street and the West line of Sleepy Hollow, according to the plat thereof as recorded in Plat Book 15, Pages 64 and 65 of the Public Records of Seminole County, Florida; run thence Southerly along the West line of said Sleepy Hollow Subdivision to the Southwest corner of Lot 1 of said Sleepy Hollow Subdivision; thence run Southwesterly along the North right of way line of State Road No.

434, a distance of 100 feet; thence Northwesterly and Northerly along a line parallel to and

100 feet West of the West line of said Sleepy Hollow Subdivision to a point on the North right of way line of Irving Street; thence East along the North right of way line of Irving Street to the Point of Beginning, all in Section 2, Township 21 South, Range 29 East.

Property surveyed and shown hereon is the same property as described in title commitment number 361765, dated September 6, 2016, prepared by Old Republic National Title Insurance Company.



Development Services Public Hearing Items

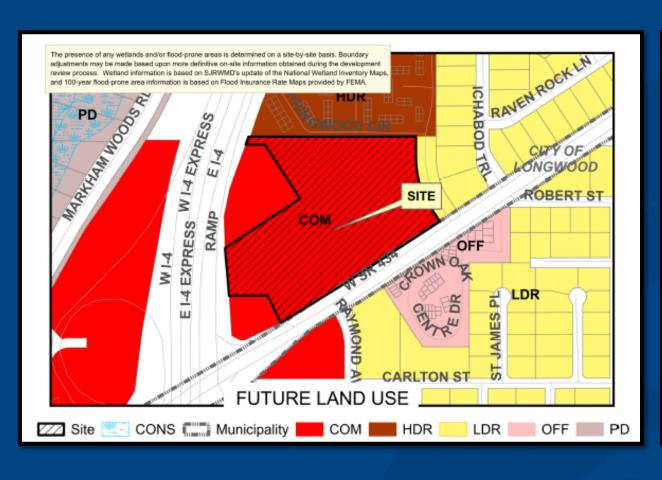
Board of County Commissioners Meeting May 14, 2024

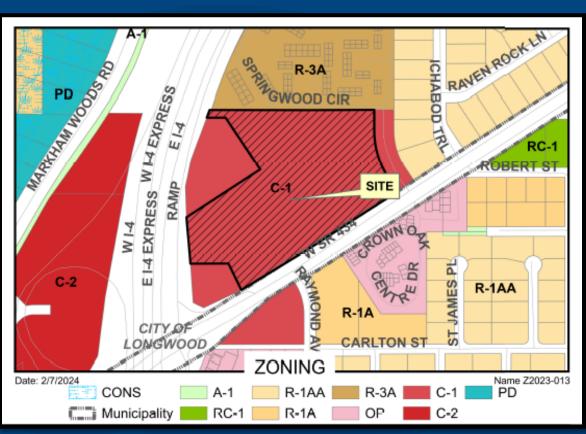


Applicant: IOA Properties, LLC

Request: Consider the first reading of an Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.



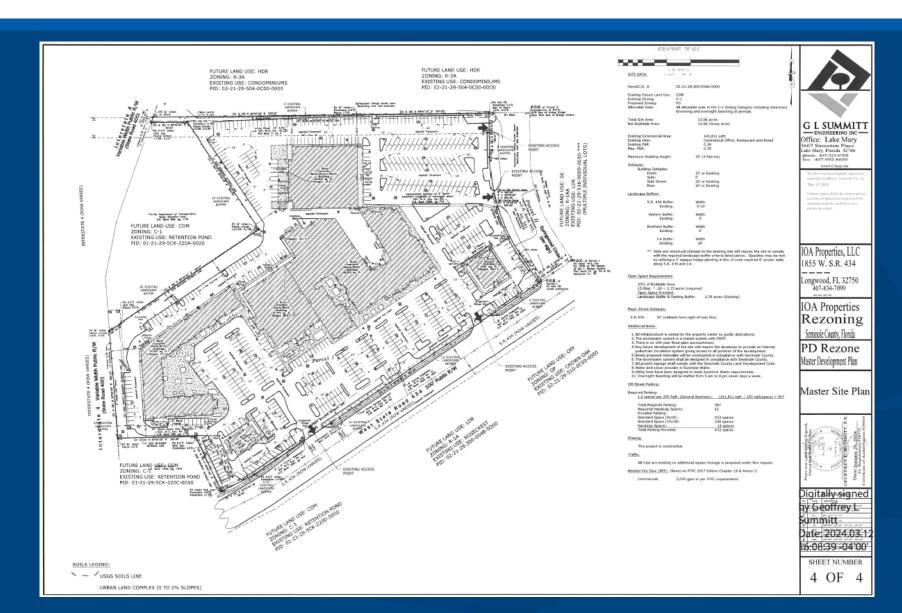














Requested Board Action:

Staff requests the Board of County Commissioners adopt upon the second reading of an Ordinance Rezoning a property from C-1 (Retail Commercial) to PD (Planned Development) and approve the associated Development Order and Master Development Plan on approximately 13.66 acres, located on the north side of W SR 434, east of Interstate 4.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0462

Title:

3066 Kingfisher Point - Consider approval of a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point (Alan Horn, Applicant). District1 - Dallari (Mary Robinson, Planner)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Mary Robinson/407-665-7339

Background:

The Applicant is proposing to construct a new 1,244 square foot boat dock/house. (Exhibit A)

Section 70.6 (g) of the Land Development Code of Seminole County (LDCSC) requires a public hearing before the Board of County Commissioners on requests for building permits for boat docks that exceed 1,000 square feet.

Section 70.7 of the LDCSC requires the following items to be considered prior to the issuance of a boat dock permit (italicized text indicates the response and analysis):

- a) Turbidity in streams, wetlands, and estuarine areas must be minimized.

 Turbidity barriers are required to contain the impacts of construction and will be required to be shown on the Site Plan at the time the building permit is submitted.
- b) The possible effect on the quality of waters on the County.

File Number: 2024-0462

As the surface area of Lake Mills is 244 acres and the proposed construction of the new dock will be 108 feet +/- from the shoreline, of the subject property, any additional impact on water quality, if any, should be minimal.

c) The possible effect on the propagation of wildlife, fish, and aquatic plants and animals.

Lake Mills at 244 acres, provides an adequate environment for the propagation of wildlife, fish, aquatic plants, and animals.

- The possible effect on all property owners fronting the body of water involved.

 The shoreline of the subject lot is 139 feet +/- wide. The boat dock is placed approximately in the center of the lot, and there are boat docks on adjacent lots. The boat dock will also meet the ten (10) foot height to the ridge line and ten-foot (10) side yard setback requirements and should have minimal additional impacts on other property owners. (Exhibits A, B, & C)
- e) The possible effect upon the public health, safety, comfort, good order, appearance, prosperity, and general welfare.

For the reasons noted above, there should be no negative effect upon the public health, safety, comfort, good order, appearance, prosperity, and general welfare of the area.

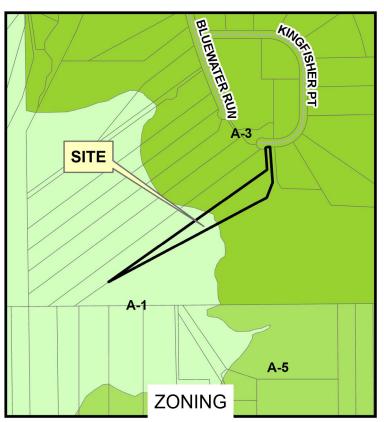
- f) The recommendations of any governmental and/or professional agencies.

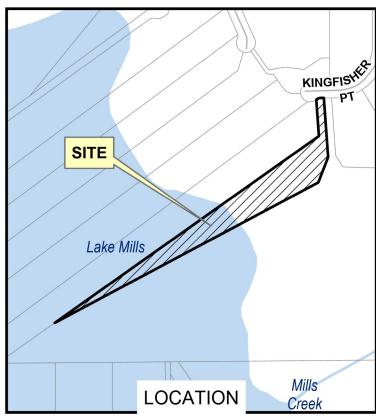
 The Applicant was issued a General Permit for a boat dock/house by the Florida Department of Environmental Protection, attached as Exhibit D.
- g) The possible effect upon the safe navigation of vessels and watercraft.

 The opposite shoreline is approximately 3,270 feet +/- away, and the length of the proposed boat dock/house is approximately 40 feet +/- waterward of the mean high-water line. The proposed boat dock meets the code requirement of projecting not more than twenty-five percent (25%) of the width of the water body and, therefore, does not create a navigational hazard.

Requested Action:

Staff requests that the Board of County Commission approve the request for a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point.



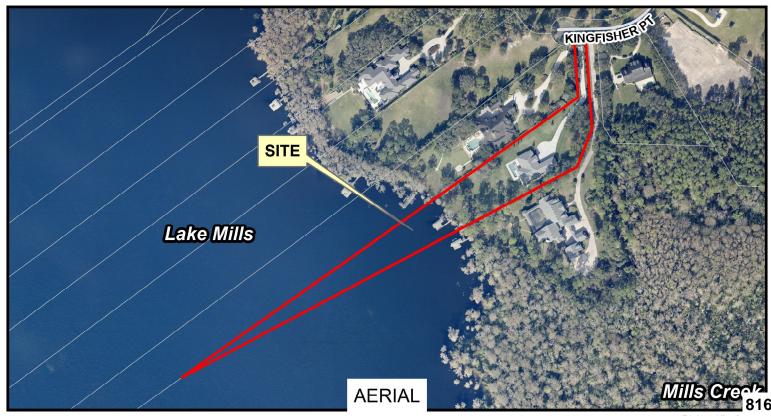


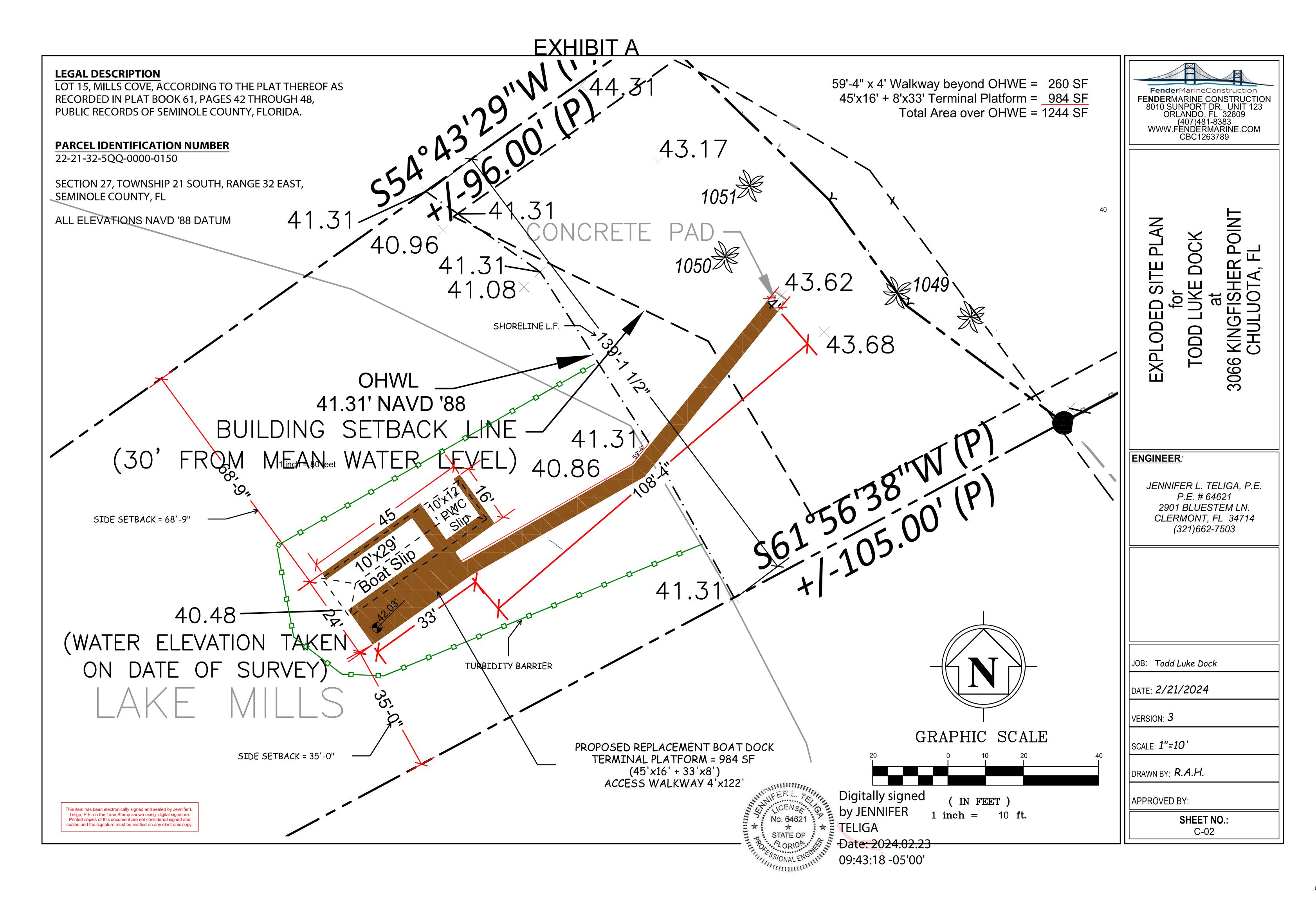
GREGORY & ANA LUKE 3066 KINGFISHER PL CHULUOTA, FL 32766

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 14, 2024

PARCEL #22-21-32-5QQ-0000-0150

LEGEND A-1 A-5 A-3





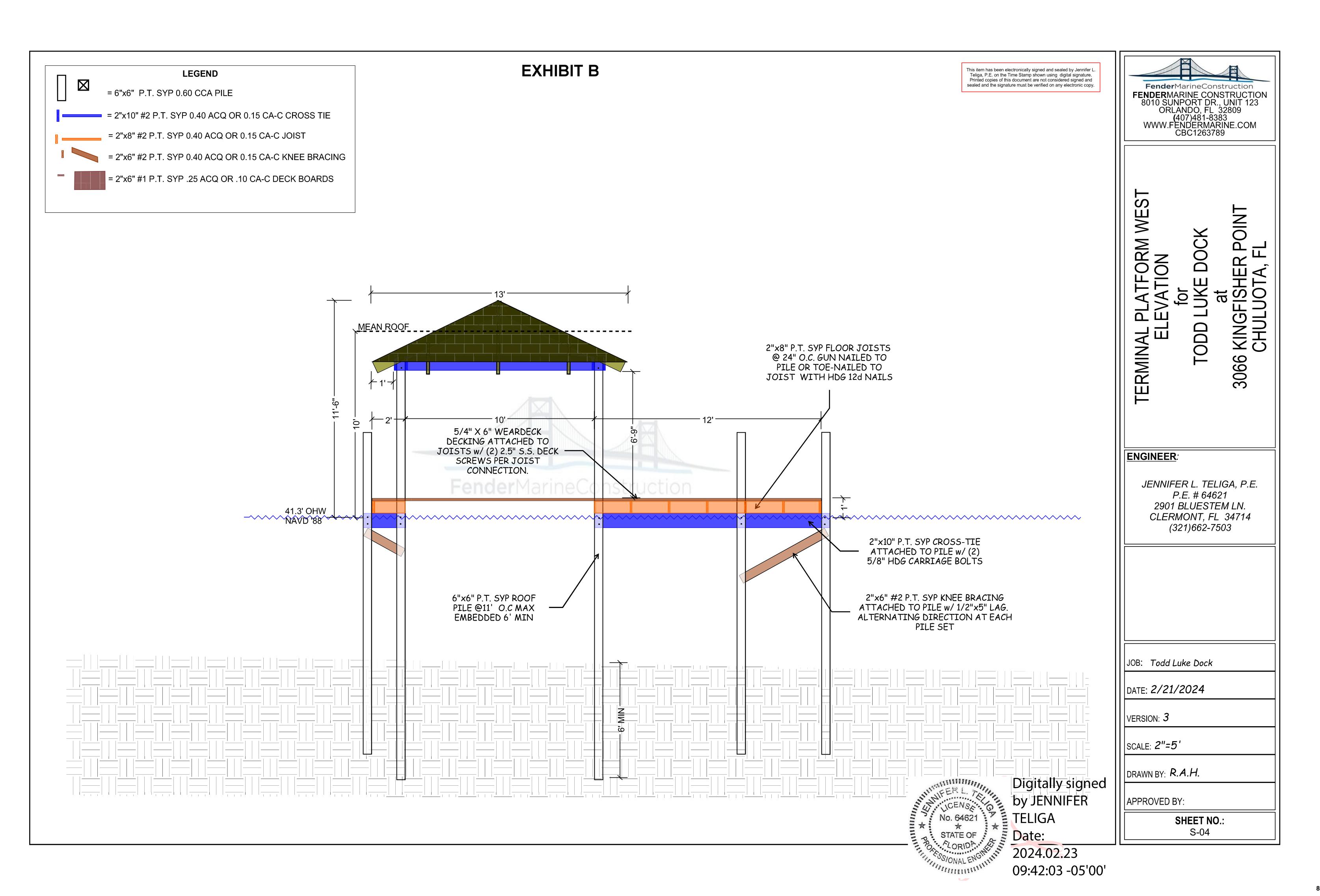
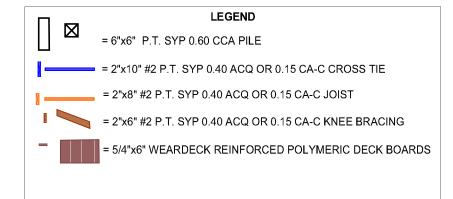


EXHIBIT C 8-10'+/- O.C. — 2"x8" PT SYP JOIST CONNECT TO BEAM w/ (2) 8d NAIL PER CONNECTION 24" AX 0.(2"x10" PT SYP BENT/CROSS TIE CONNECT TO PILE w/ (2) 1/2" HDG CARRIAGE BOLTS PER CONNECTION WALKWAY FRAME PLAN (TYP) S-01 5/4"x6" WEARDECK DECKING ATTACHED TO JOISTS w/ (2) 2.5" HDG DECK SCREWS PER CONNECTION 8-10'+/- O.C. 2"x8" PT SYP JOIST CONNECT TO BEAM w/ (2) 8d NAIL PER CONNECTION 2"x10" PT SYP BENT/CROSS TIE CONNECT TO PILE w/ (2) 1/2" HDG CARRIAGE BOLTS PER CONNECTION 6"x6" PT SYP PILE EMBEDDED 4' MINIMUM 2"x6" PT SYP KNEE BRACING CONNECTED TO PILE w/ (1) 1/2"x5" HDG LAG BOLTS PER CONNÉCTION. ATLERNATING DIRECTION EACH PILE SET WHERE DECK IS 36" OR GREATER ABOVE GROUND OR LAKE BOTTEM BELOW. 2 WALKWAY ELEVATION (TYP) S-02 1"=5' 2"x6" #1 P.T. SYP DECKING ATTACHED TO JOISTS w/ (2) 3" HDG DECK SCREWS PER CONNECTION 2"x8" PT SYP JOIST @ 24" O.C. CONNECT TO CROSSTIE w/ (2) 8d NAIL PER CONNECTION 2"x10" PT SYP CARRIER BENT/CROSS TIE CONNECT TO PILE w/ (2) 1/2" HDG CARRIAGE BOLTS PER CONNECTION 2"x6" PT SYP KNEE BRACING CONNECTED TO PILE w/ (1) 1/2"x5" HDG LAG BOLTS PER CONNECTION. ATLERNATING DIRECTION EACH PILE SET WHERE DECK IS 36" OR GREATER ABOVE GROUND OR LAKE BOTTEM BELOW. 6"x6" PT SYP PILE EMBEDDED 4' MUNIMUM WALKWAY SECTION (TYP) S-01 1"=5'



FenderMarineConstruction
FENDERMARINE CONSTRUCTION
8010 SUNPORT DR., UNIT 123
ORLANDO, FL 32809
(407)481-8383
WWW.FENDERMARINE.COM
CBC1267149

WALKWAY DETAILS for TODD LUKE DOCK at 3066 KINGFISHER POINT CHULUOTA, FL

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

VERSION: 2

Digitally signed

by JENNIFER

2024.02.06

14:51:18 -05'00'

TELIGA

Date:

SCALE: 1"=5"

DRAWN BY: R.A.H.

APPROVED BY:

SHEET NO.: S-01

This item has been electronically signed and sealed by Jennifer L. Teliga, P.E. on the Time Stamp shown using digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

CENS

No. 64621

STATE OF

FLORIDA.

SSIONAL ENG

Thuman .

EXHIBIT D



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office 3319 Maguire Blvd., Suite 232 Orlando, Florida 32803 DEP CD@floridadep.gov

March 6, 2024

Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn HamiltonSecretary

Gregory Luke 3066 Kingfisher Point Chuluota, FL 32766 todd@brockmansite.com

File No. 445015-001 County Seminole

Dear Gregory Luke:

On February 7, 2024, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to remove the existing dock and construct a new 1261 square foot dock with a roof inside Lake Mills, a class III waterbody. This project is located at 3066 Kingfisher Point Chuluota, FL 32766 Section 27, Township 21 South, Range 32 East Seminole County.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization; therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review - Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached).

File No: 445015-001

Page 2 of 13

Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review - Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and, and Section 62-330.075, F.A.C. as required.

File No: 445015-001

Page 3 of 13

3. Federal Review-SPGP Not Approved

Your proposed activity as outlined in your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **will be required** from the U.S. Army Corps of Engineers. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook: (https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

3.1. Water Quality Certification Granted With Conditions

This permit also constitutes a *granted with conditions* water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

File No: 445015-001

Page 4 of 13

(a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

File No: 445015-001

Page 5 of 13

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by

File No: 445015-001

Page 6 of 13

filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Environmental Administrator

Permitting and Waste Cleanup Program

Enclosures:

General Permit for Docks and Piers Ch. 62-330.427, F.A.C. General Conditions for All General Permits, Ch. 62-330.405, F.A.C. Special Consent Conditions Project drawings, 7 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kelvin Jauregui, FDEP, <u>kelvin.jauregui@floridadep.gov</u> Seminole County, <u>plandesk@semiolecountyfl.gov</u> Jason Seyfert, FDEP, <u>Jason.Seyfert@FloridaDEP.gov</u> Alan Horn, Agent, <u>alan@planworksfl.com</u>

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

March 6, 2024

File No: 445015-001

Page 7 of 13

62-330.427 General Permit for Docks, Piers and Associated Structures.

- (1) A general permit is granted to any person to construct, extend, or remove associated structures as described below:
- (a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:
- 1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:
- a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or
- b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.
- 2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and
- 3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.
- (b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."
- (2) This general permit shall be subject to the following specific conditions:
- (a) Construction or extension of the boat lift, boat mooring location, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aguatic Preserves;
- (b) There shall be no structures enclosed by walls, screens, or doors on any side;
- (c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;
- (d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;
- (e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

File No: 445015-001

Page 8 of 13

(f) Notwithstanding any other provisions of this

general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History–New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

File No: 445015-001

Page 9 of 13

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
 - (10) A permittee's right to conduct a specific activity under the general permit is authorized

File No: 445015-001

Page 10 of 13

for a duration of five years.

- (11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at https://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
- (12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
- (13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
- (14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
 - (15) Except where specifically authorized in the general permit, activities must not:
- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
- (16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities

File No: 445015-001

Page 11 of 13

involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

- (17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
- (18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
- (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
- (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
- (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
- (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
- (19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
- (20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

File No: 445015-001

Page 12 of 13

Special Consent Conditions

- 1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
- 2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
- 3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
- 4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
- 5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

File No: 445015-001

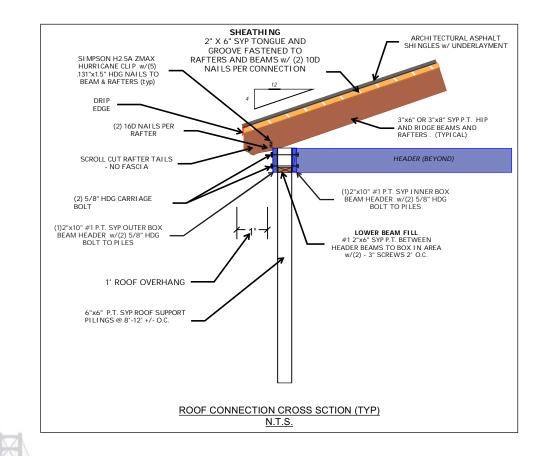
Page 13 of 13

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

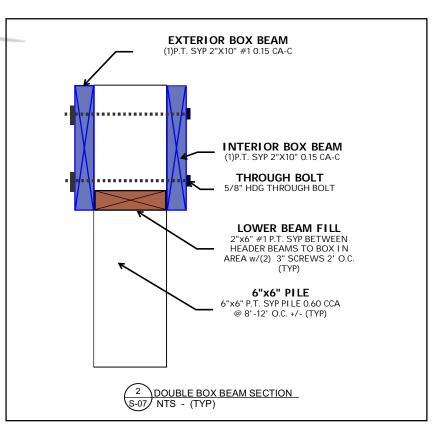
All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
 - (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History–New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.



FenderMarineConstruction



This item has been electronically signed and sealed by Jennifer L. Teliga, P.E. on the Time Stamp shown using digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.



POINT for TODD LUKE DOCK ROOF DETAILS at S KINGFISHER F CHULUOTA, FI 3066

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

VERSION: 2

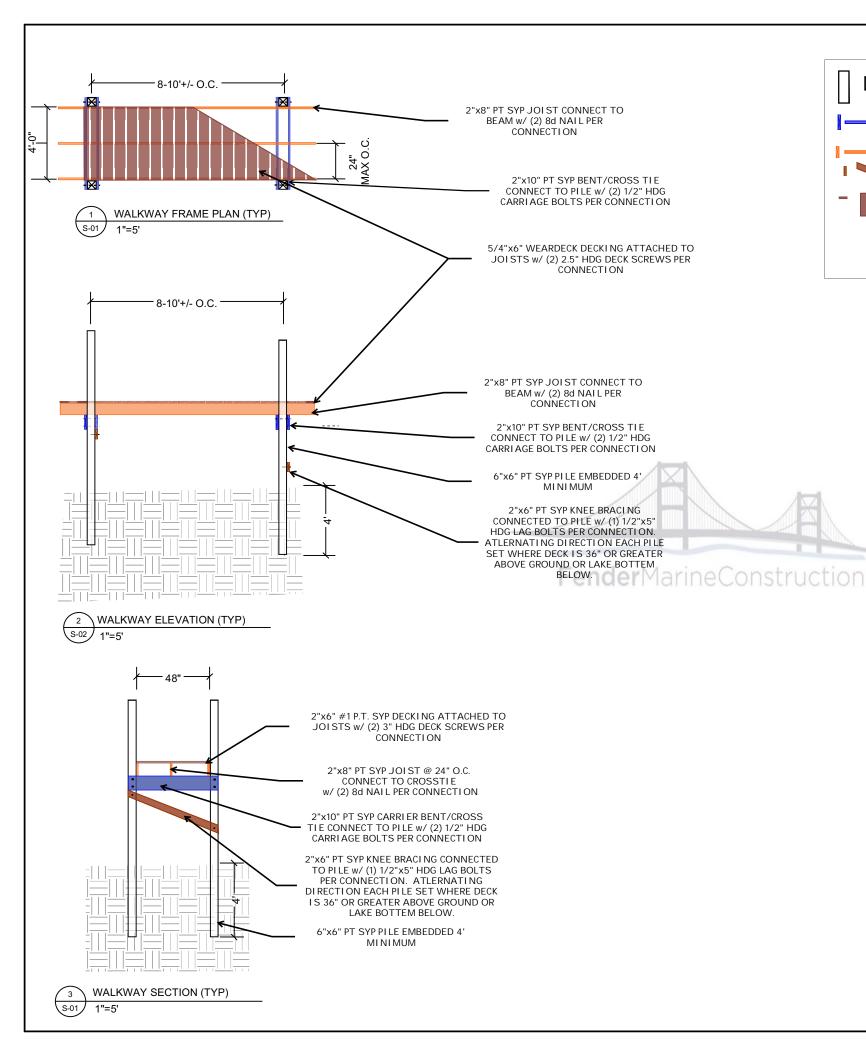
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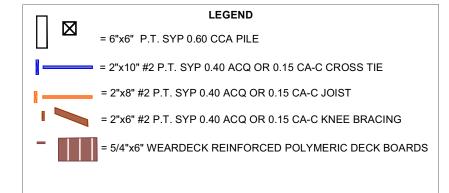
DRAWN BY: R.A.H.

APPROVED BY:

SHEET NO.:

S-07





FenderMarineConstruction FENDERMARINE CONSTRUCTION 8010 SUNPORT DR., UNIT 123 ORLANDO, FL 32809 (407)481-8383 WWW.FENDERMARINE.COM CBC1267149

> POINT WALKWAY DETAILS DOCK ЩĄ for TODD LUKE I at KINGFISHE CHULUOTA 3066

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

version: 2

SCALE: 1"=5'

DRAWN BY: R.A.H.

APPROVED BY:

This item has been electronically signed and sealed by Jennifer L

Teliga, P.E. on the Time Stamp shown using digital signature.

Printed copies of this document are not considered signed and

sealed and the signature must be verified on any electronic copy.

SHEET NO.:

S-01

834

LOCATION

DECKING TO STRINGER	2" x 5/4"	2.5" SCREWS
STRINGER CROSS TIE	2" x 8"	(2)12d TOE NAIL OR EQIV
BENT TO POST	2" x 10"	(2)5/8" CARRIAGE BOLT
KNEE BRACE TO PILE	2" x 6"	(1)1/2" HDG LAG BOLT

AWPA RETENTION REQUIREMENTS

APPLICATION USE CATEGORY	(PCF)
ABOVE GROUND	0.25 ACQ OR 0.10 CA-C
GROUND/FRESH WATER CONTACT	0.40 ACQ OR 0.15 CA-C
PERMANENT WOOD FOUNDATION	2.50 CCA
SALT WATER SPLASH	2.50 CCA
SALT WATER IMMERSION	2.50 CCA
LUMBER, TIMBERS AND PLYWOOD	-
STRUCTURAL POLES	0.60 CCA
FOUNDATIONS / FRESHWATER	0.60 CCA

GENERAL REQUIREMENTS

REPRODUCTIONS OF CONTRACT DRAWINGS BY CONTRACTOR IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES ACCEPTANCE OF INFORMATION SHOWN AS CORRECT AND OBLIGATES HIMSELF TO ANY EXPENSE, REAL OR IMPLIED, ARISING FROM THEIR USE. A CHANGE TO THE STRUCTURAL DRAWINGS DUE TO THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTES IS THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO STAT OF ANY WORK. ALL INCONSISTENCIES SHALL BE REPORTED TO THE DESIGNER AND/OR STRUCTURAL ENGINEER, IF NEEDED, SHOULD CONTRACTOR CONSTRUCT THE PREMISES IN A FASHION NOT CONSISTENT WITH THE PLANS PREPARED BY THE DESIGNER AND/OR STRUCTURAL ENGINEER, THEN DESIGNER AND/OR STRUCTURAL ENGINEER SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR THE CONSTRUCTION OF PREMISES AND ACCURACY OF THE DRAWINGS.

APPLICABLE CODES AND STANDARDS

CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THESE STRUCTURAL SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE FOLLOWING CODES AND STANDARDS. WHEN A DIFFERENCE EXISTS BETWEEN THESE SPECIFICATIONS AND ANY OTHER GOVERNING CODE, THE MORE STRINGENT SHALL CONTROL. ANY OTHER ITEMS NOT COVERED THEREIN SHALL BE COMMENSURATE WITH SOUND ENGINEERING AND STANDARD CONSTRUCTION **PRACTICES**

FLORIDA BUILDING CODE 2023, 8th EDITION

AMERICAN WOOD COUNCIL - NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION 2018 EDITION AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE 7-22) MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.

PURSUANT TO CHAPTER 1609 LL (-TABLE 1607, WL-SECTION 1609) ULTIMATE WIND: 150 MPH AT 3 SECOND GUST (30 PSF MINIMUM) RISK CATEGORY II (TABLE 1604-5) EXPOSURE CATEGORY "D" (FBC 1609.4.3 AND ASCE 7-10, SECTION 26.7.2) DECK LIVE LOAD: 100 PSF DEAD LOAD: 10 PSF COMPONENTS AND CLADDING DESIGN WIND PRESSURES: +38 PSF/-38PSF

OPEN STRUCTURE WITH A ZERO PRESSURE COEFFICIENT

GENERAL NOTES

- 1. DETAILS SHOWN ON PLANS MAY BE FOR TYPICAL CONDITIONS. FOR CONDITIONS NOT SHOWS, PROVIDE DETAILS OF A SIMILAR NATURE.
- 2. DIMENSIONS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR OR BUILDER PRIOR TO CONSTRUCTION. THESE PLANS MAY NOT BE DRAWN TO SCALE. SCALING OF DRAWINGS IS STRONGLY DISCOURAGED. DIMENSIONED DRAWINGS TAKE PRECEDENCE OVER SCALED. IF CONFLICTS EXIST IN THE DRAWINGS, THE MORE STRINGENT SHALL PREVAIL.
- 3. THE CONTRACTOR SHALL COORDINATE ALL NEW WORK WITHE THE EXISTING CONDITION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND OWNER.
- 4. OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO ALL STRUCTURAL CHANGES.
- 5. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION PRACTICES, INCLUDING TECHNIQUES, PROCEDURES, SHORING AND THE SEQUENCE OF CONSTRUCTION. CONTRACTOR SHOULD NOTIFY ENGINEER IF A CONFLICT ARISES DUE TO VARIATIONS OR OTHER PROBLEMS WITH THE CONSTRUCTION DOCUMENTS.
- 6. SURVEY AND WETLAND INFORMATION IS PROVIDED TO ENGINEER AND IS PORTRAYED FOR CONCEPTUAL LOCATION ONLY. DISPLAY DOES NOT CONSTITUTE REVIEW ACCEPTANCE OR ENDORSEMENT OF INFORMATION CONTAINED THEREIN. (BASED ON PROPERTY SURVEY BY OTHERS)

DESIGN IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, WITH LOADING IN ACCORDANCE WITH THE FLORIDA BUILDING CODE. ALL GRADED STRUCTURAL LUMBER SHALL BE PRESSURE TREATED AND MEET THE FOLLOWING MINIMUM REQUIREMENTS:

MINIMUM BENDING STRESS = 1250 PSI (NO. 1 DENSE SOUTHERN PINE) YOUNG MODULUS = 1600 ksi MAXIMUM OF 15% MOISTURE CONTENT CONTRACTOR MAY USE SOUTHERN YELLOW PINE OR U.O.N.

LUMBER SIZES SHOWN ARE NOMINAL SIZES. LUMBER SHALL BE FURNISHED IN FINISHED SIZES MEETING THE REQUIREMENTS OF THE AMERICAN SOFTWOOD LUMBER STANDARD.

- 1. ALL STRUCTURAL LUMBER SHALL BE SOUTHERN YELLOW PINE NO. 2 OR BETTER AS NOTED
- 2. ALL LUMBER EXPOSED TO THE WEATHER OR GROUND SHALL BE PRESSURE TREATED.
- 3. ALL HURRICANE LOAD CONNECTORS SHALL BE AS NOTED ON PLANS
- BOLTS: ALL BOLTS SHALL BE GALVANIZED BE ASTM A572, GRADE 50THREADED ROUND STOCK WITH A MINIMUM YIELD STRESS OF 50,000 PSI
- 5. SIMPSON STRAPS SHALL BE GALVANIZED

RAMPS

- 1. RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:12
- 2. CROSS SLOP OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48
- 3. THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES MAXIMUM
- 4. RAMPS SHALL HAVE 60" LANDINGS AT THE TOP AND THE BOTTOM OF EACH RAMP RUN



GENERAL NOTES TODD LUKE DOCK 급 KINGFISHER F CHULUOTA, FI 3066 KING

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

VERSION: 2

SCALE: N.T.S

DRAWN BY: R.A.H.

APPROVED BY:

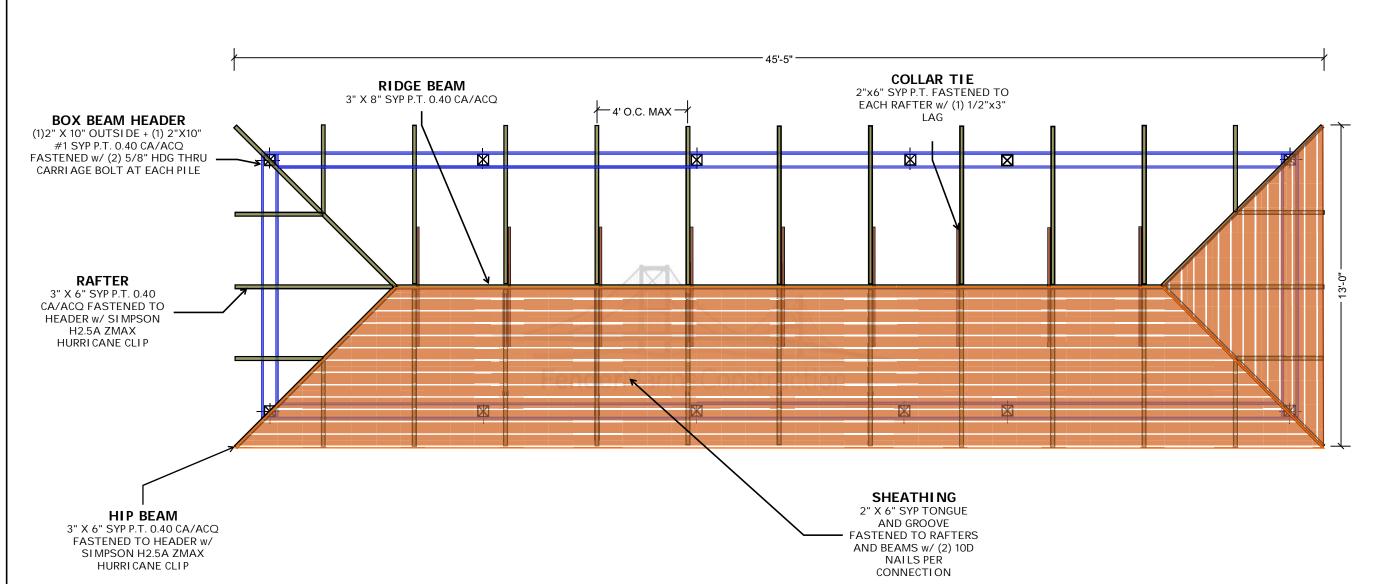
SHEET NO.:

S-08

835

This item has been electronically signed and sealed by Jennifer L Teliga, P.E. on the Time Stamp shown using digital signature. Printed copies of this document are not considered signed and aled and the signature must be verified on any electronic copy





This item has been electronically signed and sealed by Jennifer L. Teliga, P.E. on the Time Stamp shown using digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.



FenderMarineConstruction
FENDERMARINE CONSTRUCTION
8010 SUNPORT DR., UNIT 123
ORLANDO, FL 32809
(407)481-8383
WWW.FENDERMARINE.COM
CBC1267149

at 3066 KINGFISHER POINT CHULUOTA, FL **ROOF FRAME PLAN** for TODD LUKE DOCK

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

VERSION: 2

SCALE: 1"=4'

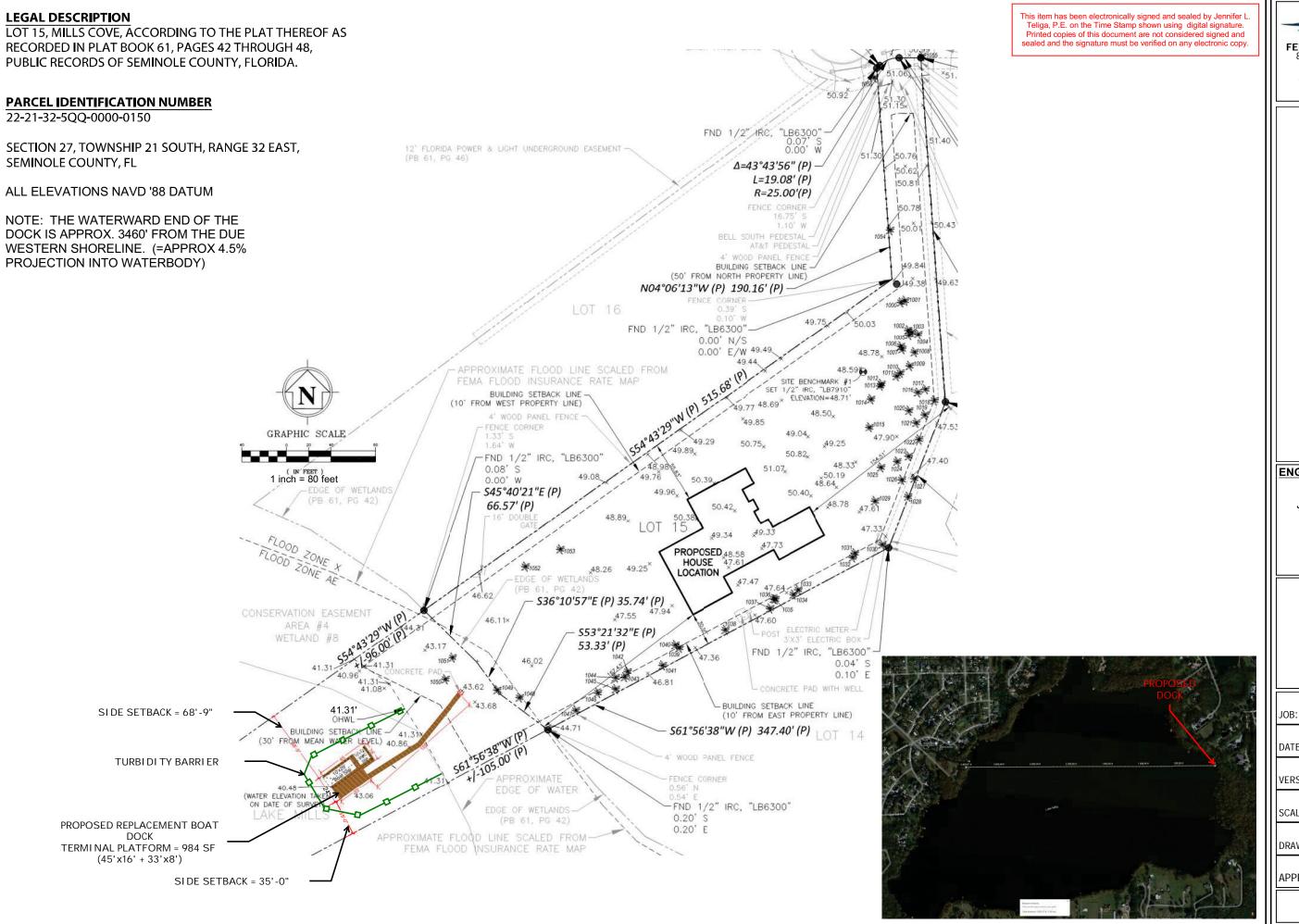
DRAWN BY: R.A.H.

APPROVED BY:

SHEET NO.:

S-06

836





FenderMarineConstruction FENDERMARINE CONSTRUCTION 8010 SUNPORT DR., UNIT 123 ORLANDO, FL. 32809 (407)481-8383 WWW.FENDERMARINE.COM CBC1267149

POINT TODD LUKE DOCK SITE PLAN Ш at ISH IOT, KINGFIS CHULU(3066

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

version: 2

SCALE: 1"=80'

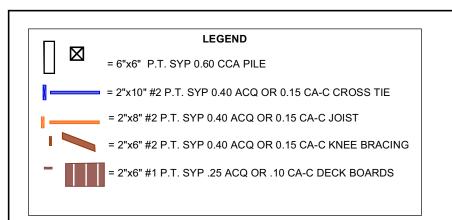
DRAWN BY: R.A.H.

APPROVED BY:

SHEET NO.:

C-01

837



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FenderMarineConstruction FENDERMARINE CONSTRUCTION 8010 SUNPORT DR., UNIT 123 ORLANDO, FL. 32809 (407)481-8383 WWW.FENDERMARINE.COM CBC1267149

> ERMINAL PLATFORM WES ELEVATION for TODD LUKE DOCK

at 3066 KINGFISHER POINT CHULUOTA, FL

ENGINEER:

JENNIFER L. TELIGA, P.E. P.E. # 64621 2901 BLUESTEM LN. CLERMONT, FL 34714 (321)662-7503

JOB: Todd Luke Dock

DATE: 1/25/2024

VERSION: 2

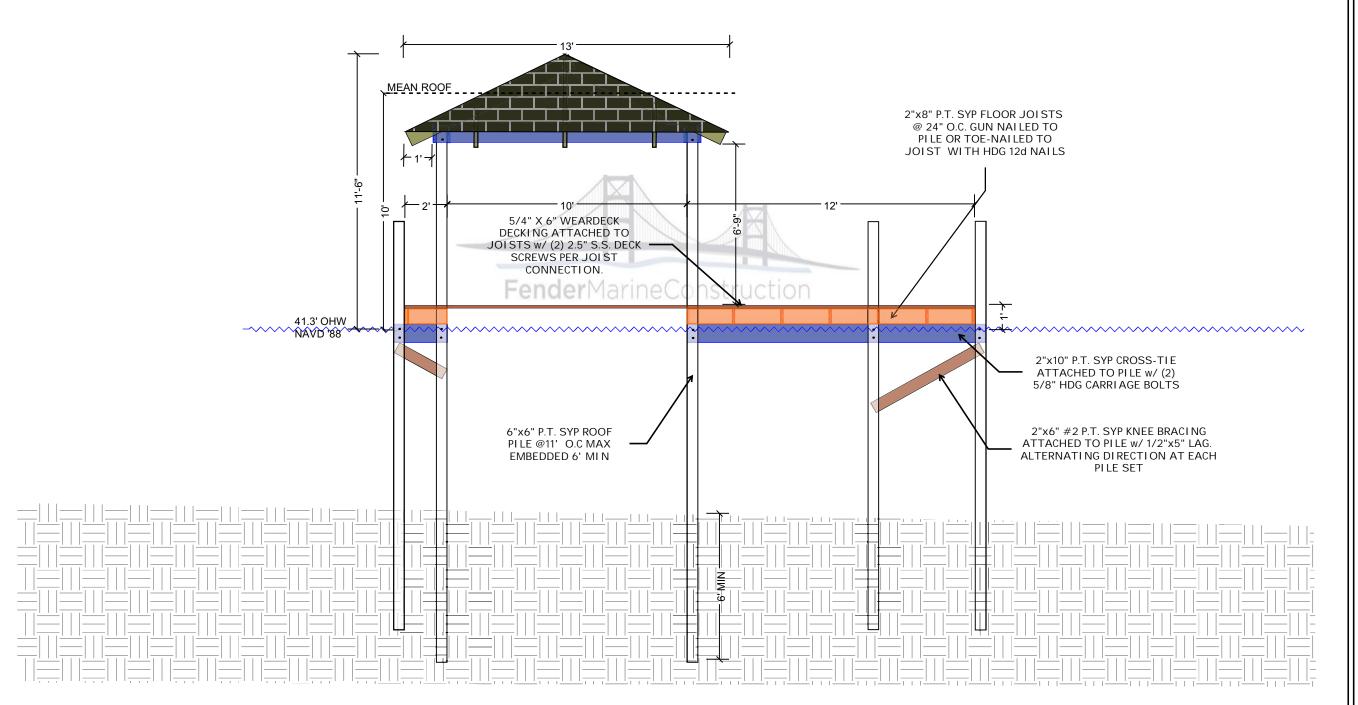
SCALE: 1"=5'

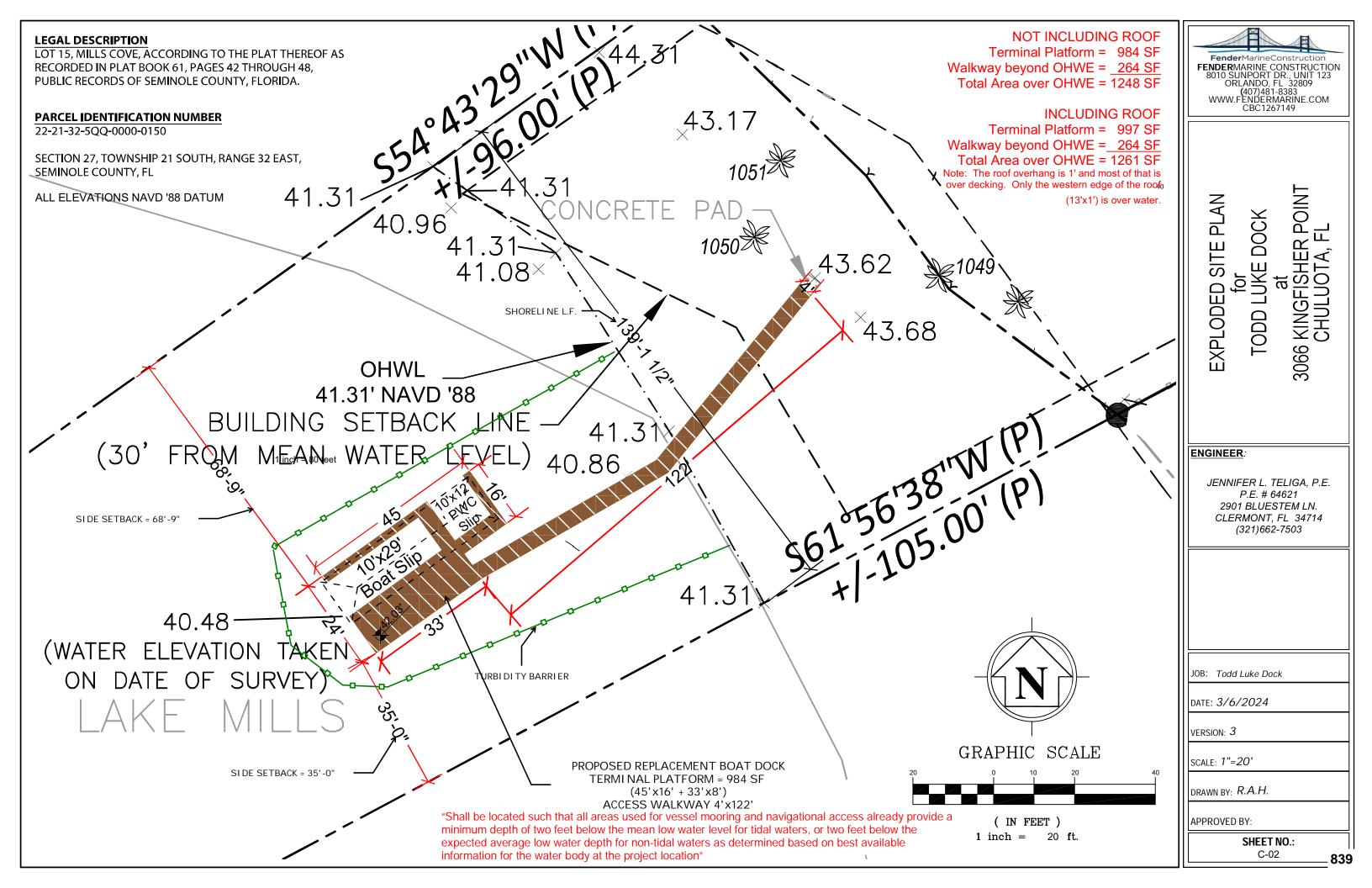
DRAWN BY: R.A.H.

APPROVED BY:

SHEET NO.:

S-04 838





DEVELOPMENT ORDER #

24-56000001

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On May 14, 2024, Seminole County issued this Development Order relating to and

touching and concerning the following described property:

Lot 15, Mills Cove, according to the Plat thereof, as recorded in Plat Book 61 Page 42, of

the Public Records of Seminole County, Florida

(The above described legal description has been provided to Seminole County by the owners of

the above described property.)

A. FINDINGS OF FACT

Property Owner: Gregory & Ana Luke

3066 Kingfisher Point

Chuluota, FL 32766

Project Name:

Kingfisher Point (3066)

Requested Development Approval:

Consider approval of a 1,244 square foot boat dock/house located on the south side of

Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as

3066 Kingfisher Point

B. CONCLUSIONS OF LAW

The Development Approval sought is consistent with the Seminole County Comprehensive Plan

and will be developed consistent and in compliance with 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: Mary Robinson, Planner

1101 East First Street

Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED.**
- (2) All development will fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits, including all impact fee ordinances, to the extent that such requirements are not inconsistent with this Development Order.
- (3) The conditions upon this Development Approval and the commitments made as to this Development Approval, all of which have been accepted by and agreed to by the Property Owners of the property, are as follows:
 - a. The approval granted shall apply to the 1,244 square foot boat dock/house as shown, on Site Plan and Boat Dock/House Plans and attached hereto and incorporated herein, as Exhibit A, B and C.
 - b. All applicable permits must be applied for, inspected and approved prior to the final inspection of the 1,244 square foot boat dock/house.
- (4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Order shall perpetually burden, run with and follow this property and be a servitude and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal, then the entire order will be null and void.
- (6) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.
- (7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owners 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 Owners fails to obtain requisite approvals or fulfill the obligations

imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Done and Ordered on the date first written above.

SEMINOLE COUNTY	BOARD	OF	COUNTY
COMMISSIONERS			

By:	·	
	Jay Zembower, Chairman	

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 14, 2024, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

Lot 15, Mills Cove, according to the Plat thereof, as recorded in Plat Book 61 Page 42, of the Public Records of Seminole County, Florida

(The above described legal description has been provided to Seminole County by the owners of the above described property.)

A. FINDINGS OF FACT

Property Owner(s): Gregory & Ana Luke

3066 Kingfisher Point Chuluota, FL 32766

Project Name: Kingfisher Point (3066)

Requested Development Approval:

Consider approval of a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point

The findings reflected in the record of the May 14, 2024 Board of County Commissioners meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

Approval was sought to construct a dock greater than 1,000 square feet. The Board of County Commissioners concludes the proposed request does not meet the criteria of Chapter 70 of the Seminole County Land Development Code; and could not be supported.

C. DECISION

The requested development approval is hereby denied.

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:		
	Jay Zembower,	Chairman

Prepared by: XXX, Senior Planner 1101 East First Street Sanford, Florida 32771



Development Services Public Hearing Items

Board of County Commissioners Meeting May 14, 2024

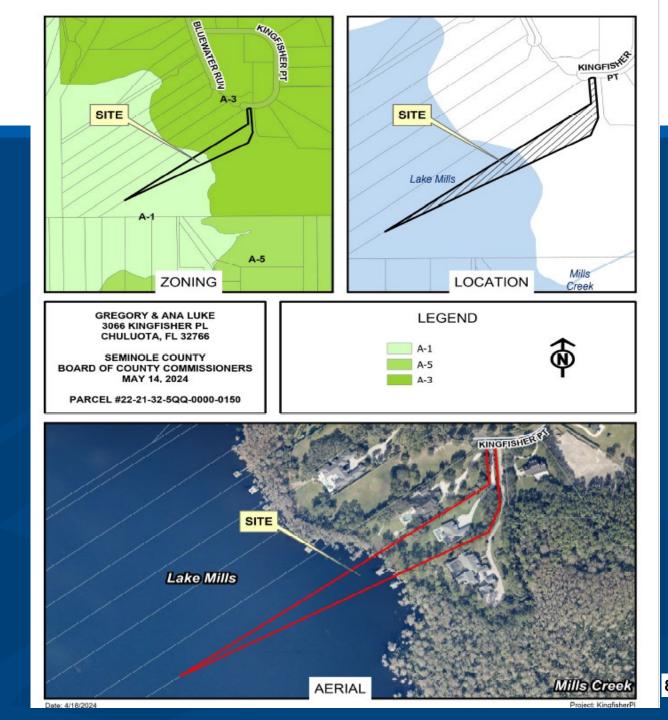


Request:

Consider approval of a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point (Alan Horn, Applicant) – District1 Dallari (Rebecca Hammock, Director, Development Services, Presented by Mary Robinson, Planner



ZONING AND LOCATION MAP





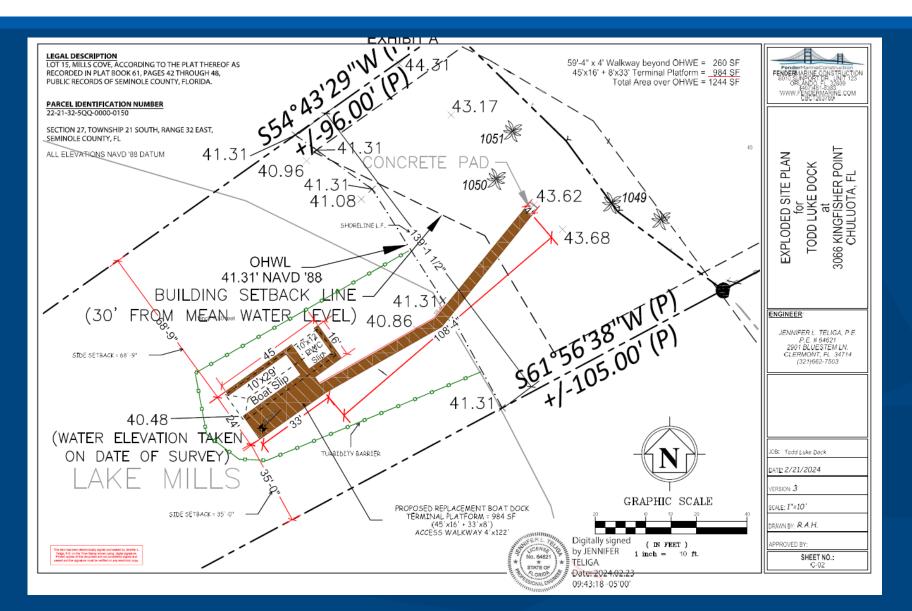
The Applicant is proposing to construct a boat dock/house totally 1,244 square feet. This new boat dock/house is a replacement for an existing dock.

Chapter 70 Dredge and Filling of the land development code contains seven (7) items to be considered prior to the issuance of a boat dock/house permit. This application complies with these 7 items and meets the height regulation required by the Land Development Code of Seminole County (LDCSC).

Section 70.6 (g) of the LDCSC requires a public hearing before the Board of County Commissioners on requests for building permits for boat docks that exceed 1,000 square feet.

The Applicant was issued a General Permit for a boat dock/house by the Florida Department of Environmental Protection.







Requested Board Action:

Request the Board of County Commission approve the request for a 1,244 square foot boat dock/house located on the south side of Kingfisher Point, approximately 3,313 feet south of Brumley Road, more particularly known as 3066 Kingfisher Point.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0463

Title:

5819 Bear Lake Circle - Consider approval of a 1,725 square foot boat dock/house on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle; (Alan Horn, Applicant). District3 - Constantine (Mary Robinson, Planner)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock, Development Services Director

Contact/Phone Number:

Mary Robinson/407-665-7339

Background:

The Applicant is proposing to construct a new 1,725 square foot boat dock/house. This new boat dock/house is a replacement for the previous dock which has been removed (Exhibit A). On December 2, 2023, a building inspector observed a load of wood on the site and the contractor stated siding had been replaced on the boathouse. The building inspector posted a stop work order. The property owner subsequently applied for a building permit and the permit review revealed the need for Board of County Commission Approval.

Section 70.6 (g) of the Land Development Code of Seminole County (LDCSC) requires a public hearing before the Board of County Commissioners on building permit requests for boat docks that exceed 1,000 square feet.

Section 70.7 of the LDCSC requires the following items to be considered prior to the issuance of a boat dock permit (italicized text indicates the response and analysis):

a) Turbidity in streams, wetlands, and estuarine areas must be minimized.

Turbidity barriers are required to contain the impacts of construction and will be required to be shown on the Site Plan at the time the building permit is submitted.

File Number: 2024-0463

- b) The possible effect on the quality of waters on the County.
 - As the surface area of Bear Lake is 311 acres and the proposed construction of the new dock will be 35 feet +/- from the shoreline, of the subject property, any additional impact on water quality, if any, should be minimal.
- c) The possible effect on the propagation of wildlife, fish, and aquatic plants and animals.
 - Bear Lake at 311 acres, provides an adequate environment for the propagation of wildlife, fish, aquatic plants, and animals.
- The possible effect on all property owners fronting the body of water involved.

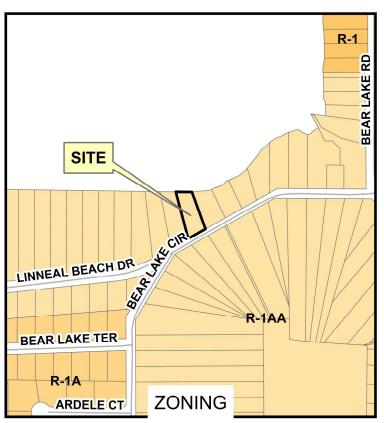
 The shoreline of the subject lot is 81.42 feet +/- wide. The boat dock is placed approximately on the easterly side of the lot, and there are boat docks on adjacent lots. The boat dock will also meet the ten (10) foot height to the ridge line and ten-foot (10) side yard setback requirements which should have minimal additional impacts on other property owners. (Exhibit A)
- e) The possible effect upon the public health, safety, comfort, good order, appearance, prosperity, and general welfare.
 - For the reasons noted above, there should be no negative effect upon the public health, safety, comfort, good order, appearance, prosperity, and general welfare of the area.
- f) The recommendations of any governmental and/or professional agencies.

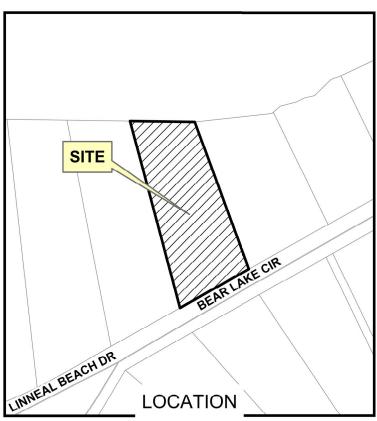
 The Applicant was issued a General Permit for a boat dock/house by the Florida Department of Environmental Protection, attached as Exhibit B.
- g) The possible effect upon the safe navigation of vessels and watercraft.

 The opposite shoreline is approximately 3,781 feet +/- away, and the length of the proposed boat dock/house is approximately 39 feet +/- waterward of the mean high-water line. The proposed boat dock meets the code requirement of projecting not more than twenty-five percent (25%) of the width of the water body and, therefore, does not create a navigational hazard.

Requested Action:

Staff requests that the Board of County Commissioners approve the request for a 1,725 square foot boat dock/house located on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Dr., more particularly known as 5819 Bear Lake Circle.





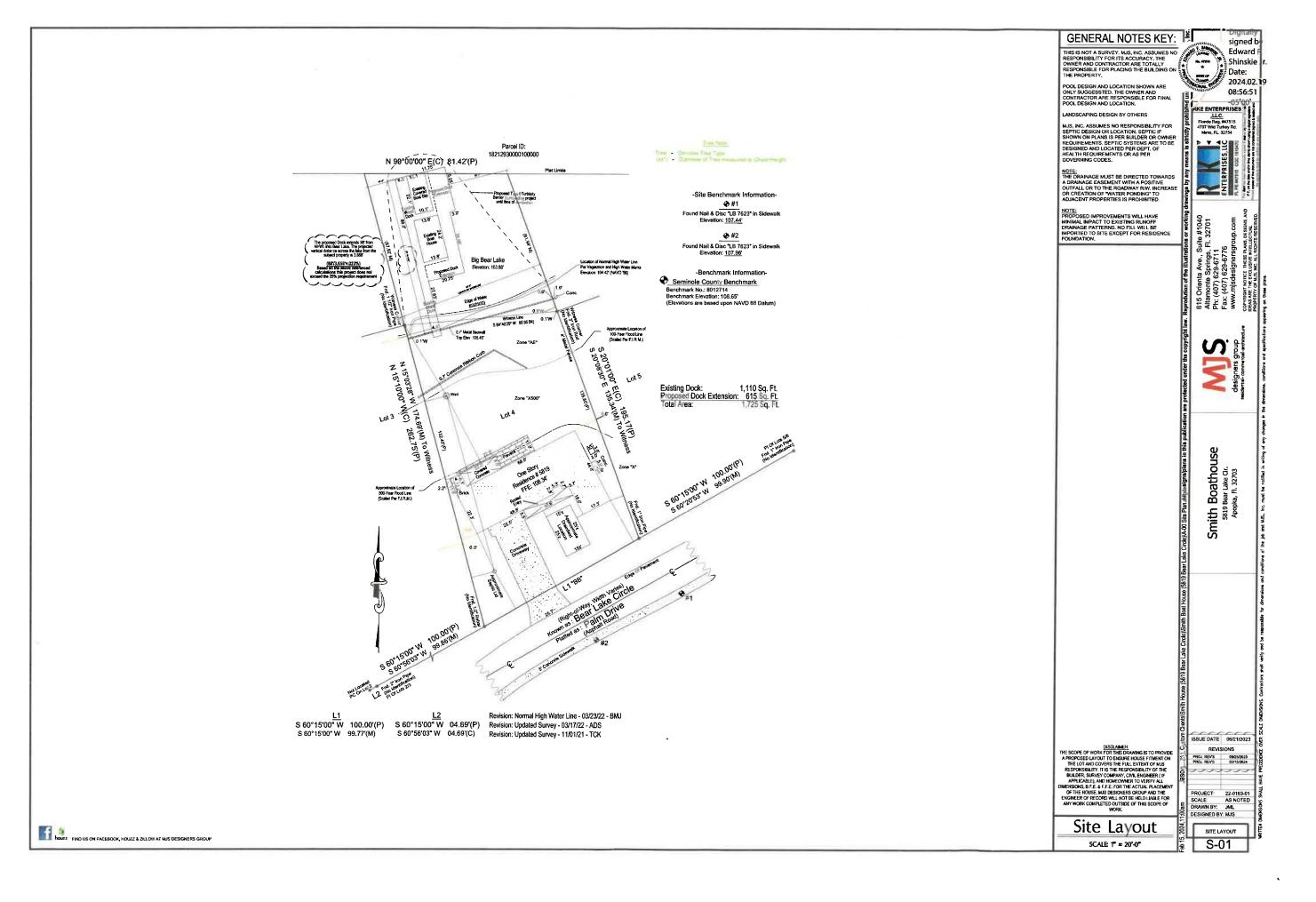
BRIAN SMITH 5819 BEAR LAKE CIR APOPKA, FL 32703

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 14, 2024

PARCEL #19-21-29-508-0000-0040

R-1AA R-1A R-1







FLORIDA DEPARTMENT OF Environmental Protection

Central District 3319 Maguire Blvd, Suite 232 Orlando, FL 32803-3767 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

August 12, 2022

Brian Smith 4038 Crawley Down Loop Sanford, FL 32773 bdsmith805@gmail.com

File No. 0326721-002, Seminole County

Dear Mr. Smith,

On July 22, 2022, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to perform construction to extend the existing dock and add a second story deck, totaling 1,970 square feet, in Bear Lake a Class II Florida waterbody. The project is located at 5819 Bear Lake Circle, Forest City, Section 19, Township 21 South, Range 29 East, Seminole County.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal review portion of this verification request. Specifically, the activity is located in State Assumed Waters and is not eligible for review under the State Programmatic Permit. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review - Approved

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities

File No: 0326721-002

Page 2 of 6

performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review - Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

File No: 0326721-002

Page 3 of 6

3. Federal Review-SPGP Not Included, State 404 Not Required

As of December 22, 2020, Florida has assumed authority to administer the dredge and fill permitting program under Section 404 of the federal Clean Water Act within certain waters in the state "assumed waters." The activity as proposed and outlined in the application and attached drawings has been determined to be located within State 404 assumed waters and is therefore, not eligible for authorization pursuant to the State Programmatic General Permit. The activities are not regulated under the State 404 Program.

If your project is located within historically navigable waters regulated under Section 10 of the Rivers and Harbors Act, then your project may require a separate Section 10 authorization from USACE.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

File No: 0326721-002

Page 4 of 6

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

<u>Time Period for Filing a Petition</u>

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency Clerk@dep.state.fl.us, before the deadline for

File No: 0326721-002

Page 5 of 6

filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jill Farris

Environmental Administrator Permitting and Waste Cleanup

Enclosures:

Ch. 62-330.427 F.A.C, General Permit for Docks, Piers, and Associated Structures

Ch. 62-330.405, F.A.C. General Conditions for All General Permits

Special Consent Conditions

General Conditions for Authorizations for Activities on State-Owned Submerged Lands Project drawings, 2 pages

File No: 0326721-002

Page 6 of 6

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Seminole County, plandesk@seminolecountyfl.gov Stephanie Rosario Machuca, <u>stephanie@amaconsultinggroup.com</u> Ben Landall, <u>Completelytransformed.ben@gmail.com</u> Jason Lee, <u>jlee@mjsdesignersgroup.com</u> FDEP, Zoey Carr, Jill Farris

FILING AND ACKNOWLEDGMENT

antud. Sponcer

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

August 12, 2022

Date

62-330.427 General Permit for Docks, Piers and Associated Structures.

- (1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:
- (a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:
- 1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:
- a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or
- b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.
- 2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and
- 3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.
- (b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."
- (2) This general permit shall be subject to the following specific conditions:
- (a) Construction or extension of the boat lift, boat mooring location, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;
- (b) There shall be no structures enclosed by walls, screens, or doors on any side;
- (c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;
- (d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;
- (e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
 - (10) A permittee's right to conduct a specific activity under the general permit is authorized

for a duration of five years.

- (11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at https://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
- (12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
- (13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
- (14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
 - (15) Except where specifically authorized in the general permit, activities must not:
- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
- (16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities

involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

- (17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
- (18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
- (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
- (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
- (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
- (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
- (19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
- (20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

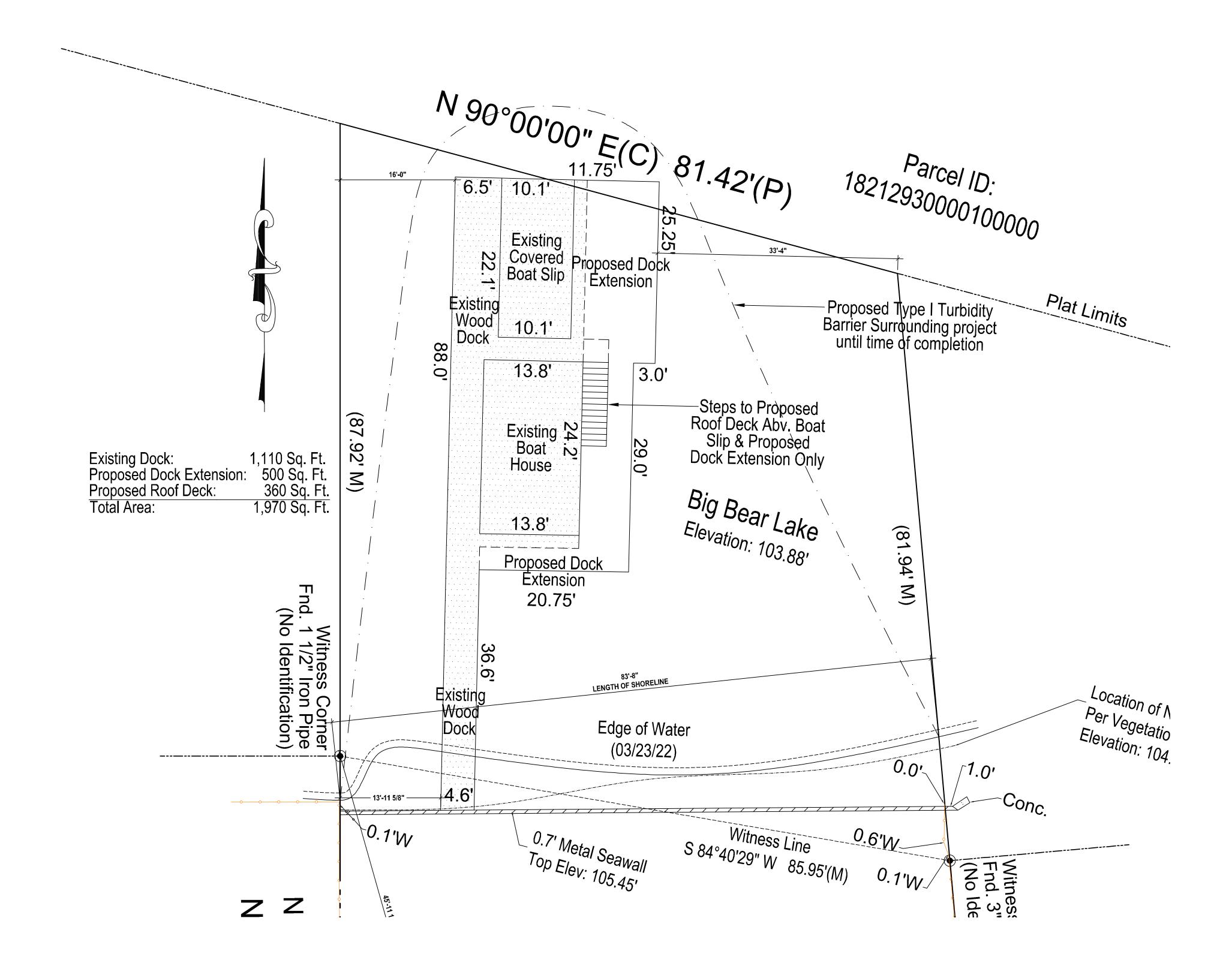
- 1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
- 2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
- 3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
- 4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
- 5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
 - (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History–New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.



BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOT 4, FIRST ADDITION TO PARKINSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

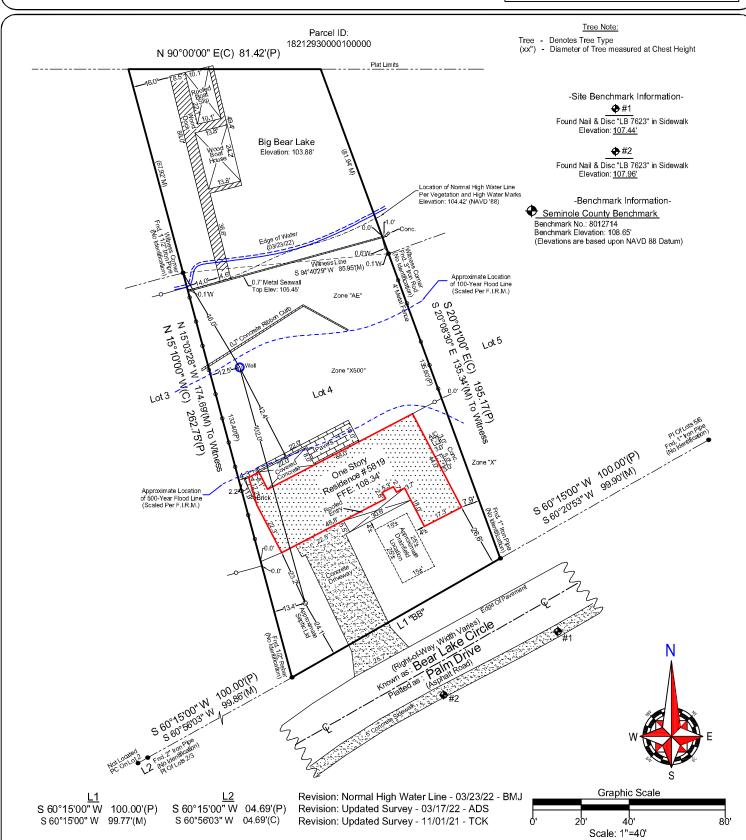
FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X500 X AE (WITH A BASE FLOOD ELEVATION OF 106). THIS PROPERTY WAS FOUND IN SEMINOLE COUNTY, COMMUNITY NUMBER 120289, DATED 2007-09-28.

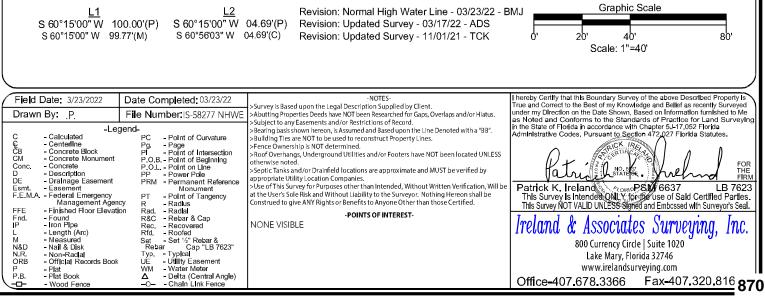
CERTIFIED TO:

BRIAN D. SMITH AND STEPHANIE ROSARIO MACHUCA; INNOVATIVE TITLE SERVICES





File No : 0326721-002



SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On May 14, 2024, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 4, FIRST ADDITION TO PARKINSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

A. FINDINGS OF FACT

Property Owner(s): BSL PROPERTIES, LLC

5819 Bear Lake Circle Apopka, FL 32703

Project Name: Bear Lake Circle (5819)

Requested Development Approval:

Consider approval of a 1,725 square foot boat dock/house on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle The findings reflected in the record of the May 14, 2024 Board of County Commissioners meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent and in compliance with 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.

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED.**
- (2) All development will fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits, including all impact fee ordinances, to the extent that such requirements are not inconsistent with this Development Order.
- (3) The conditions upon this Development Approval and the commitments made as to this Development Approval, all of which have been accepted by and agreed to by the Property Owner of the property, are as follows:
 - a. The approval granted shall apply to the 1,725 square foot boat dock/house as shown and as shown on attached Exhibit A Site Plan, attached hereto and incorporated herein by reference.
 - b. All applicable permits must be applied for, inspected and approved prior to the final inspection of the new 1,725 sq. foot boathouse/dock.
- (4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Order shall perpetually burden, run with and follow this property and be a servitude and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal, then the entire order will be null and void.
- (6) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.
- (7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations

imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Jay Zembower, Chairman

Prepared by: Mary Robinson, Planner 1101 East First Street Sanford, Florida 32771

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 14, 2024, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

LOT 4, FIRST ADDITION TO PARKINSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

A. FINDINGS OF FACT

Property Owner: BSL PROPERTIES, LLC

5819 Bear Lake Circle Apopka, FL 32703

Project Name: Bear Lake Circle (5819)

Requested Development Approval:

Consider approval of a 1,725 square foot boat dock/house on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle The findings reflected in the record of the May 14, 2024 Board of County Commissioners meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

Approval was sought to construct a dock greater than 1,000 square feet. The Board of County Commissioners concludes the proposed request does not meet the criteria of Chapter 70 of the Seminole County Land Development Code; and could not be supported.

C. DECISION

The requested development approval is hereby denied.

ORDER

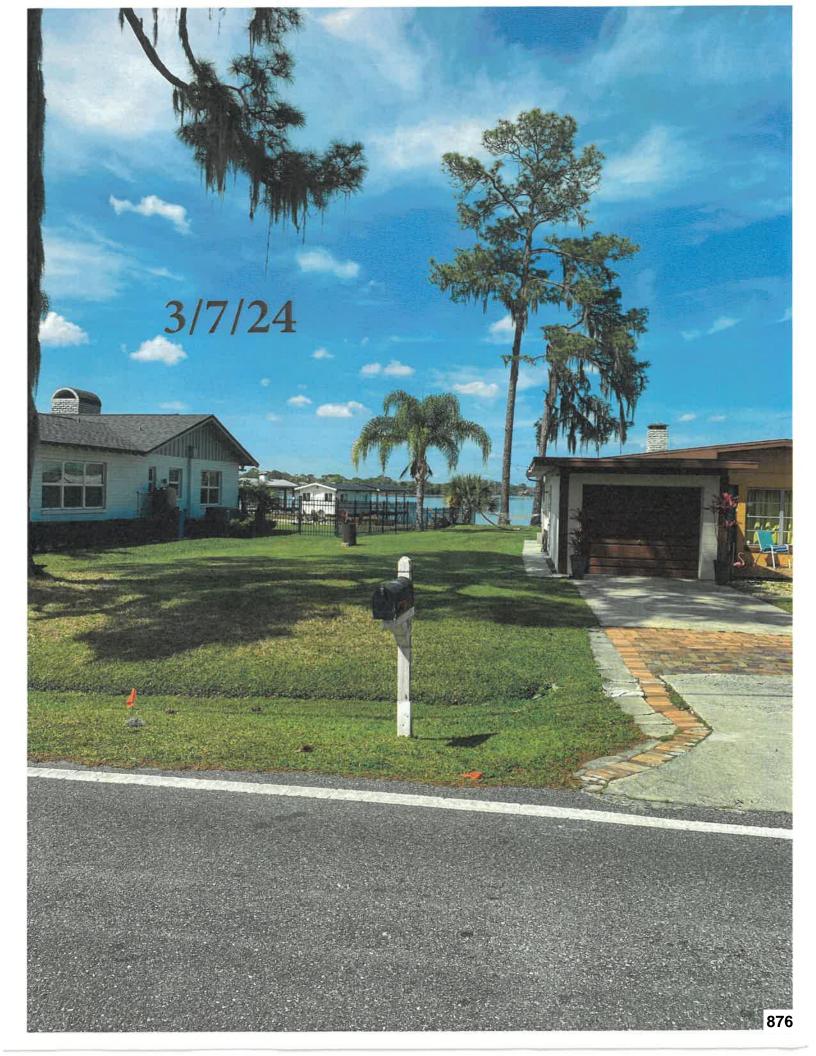
NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

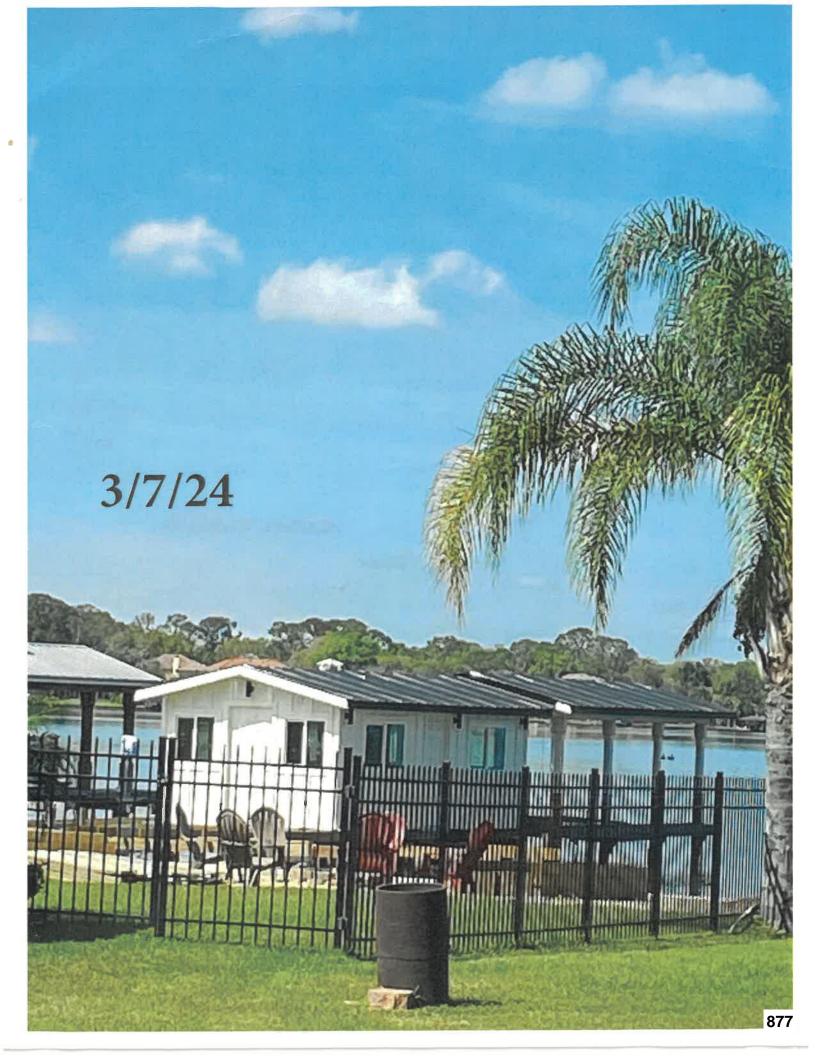
The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
By:

Prepared by: Mary Robinson, Planner 1101 East First Street Sanford, Florida 32771







Development Services Public Hearing Items

Board of County Commissioners Meeting May 14, 2024



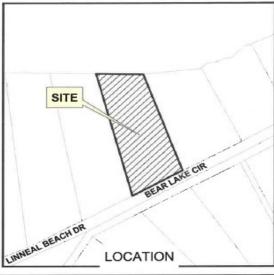
Applicant: Alan Horn

Request: Consider approval of a 1,725 square foot boat dock/house on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle.



ZONING AND LOCATION MAP

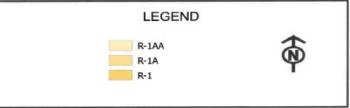




BRIAN SMITH 5819 BEAR LAKE CIR APOPKA, FL 32703

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MAY 14, 2024

PARCEL #19-21-29-508-0000-0040







The Applicant is proposing to construct a new 1,725 square foot boat dock/house. This new boat dock/house is a replacement for the previous dock which has been removed.

December 2, 2023

- County Building Inspector observed a load of wood on the site.
- Contractor stated siding had been replaced on the boathouse.
- The Building inspector posted a stop work order.
- The property owner subsequently applied for a building permit and the permit review revealed the need for Board of County Commission Approval.



Chapter 70 Dredge and Filling of the Land Development Code of Seminole County (LDCSC) contains seven (7) items to be considered prior to the issuance of a boat dock/house permit. This application complies with these 7 items and meets the height regulation required by the LDCSC.

Section 70.6 (g) of the LDCSC requires a public hearing before the Board of County Commissioners on requests for building permits for boat docks that exceed 1,000 square feet.

The Applicant was issued a General Permit for a boat dock/house by the Florida Department of Environmental Protection.







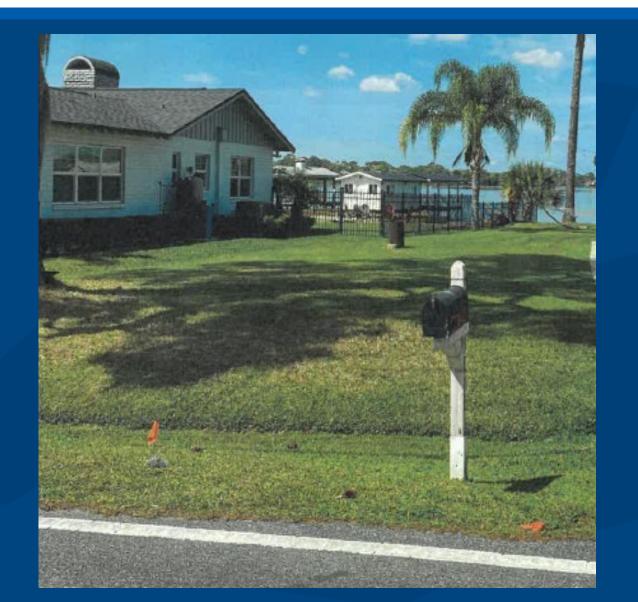
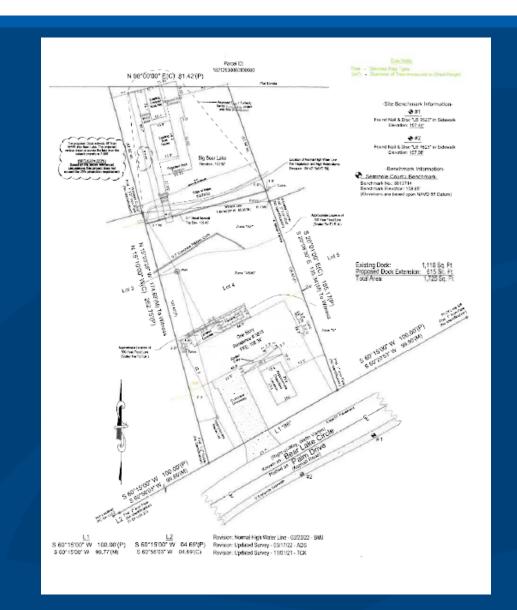


Photo by Vicki Hathaway County Building Inspector March 7, 2024







Requested Board Action:

Recommend the Board of County Commissioners approve the request for a 1,725 square foot boat dock/house located on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Dr., more particularly known as 5819 Bear Lake Circle.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0646

Title:

Consider a new Ordinance adopting a new Chapter 71 of the Seminole County Code of Ordinances entitled "Economic Development"; creating Article I of Chapter 71 entitled "Tourism Improvement Districts" to provide for the procedures and requirements to establish, operate, modify, renew, and dissolve Tourism Improvement Districts in Seminole County. Countywide (Gui Cunha, Tourism and Economic Development Administrator)

Division:

Innovation and Strategic Initiatives - Tourism

Authorized By:

Andrea Wesser-Brawner, Innovation and Strategic Initiatives Chief Officer

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

In 2023, Seminole County Government concluded a Tourism Improvement District Feasibility Study through Civitas Advisors that was requested by the Tourist Development Council. The Tourism Improvement District Feasibility Study supported the concept that areas within Seminole County have a need for a proactive effort to provide services and improvements that specially benefit specific tourism properties to increase overnight visitor demand.

A dedicated funding source is needed to cover certain costs of additional services and improvements to support continued, consistent tourism promotion efforts within Seminole County. The purpose of the Tourism Improvement District Procedural Ordinance is to establish the procedure for the establishment, operation, modification, and dissolution of Tourism Improvement Districts within the County, and to ensure that Tourism Improvement District assessments conform to all constitutional requirements and are determined and levied in accordance with the procedure set forth in the ordinance.

File Number: 2024-0646

Seminole County Visitor Study (most recent) 2022-2023

Economic Impact: \$1,236,299,700

Visitors: 2,243,300

Direct Visitor Spending: \$740,437,300

Tourism Supported Jobs: 11,960

Tourism Wages and Salaries: \$363,503,900

 Sports Tourism Economic Impact to Seminole County over \$300 million total (since the construction of the Sports Complex in 2016)

Requested Action:

Staff requests the Board adopt an Ordinance adopting a new Chapter 71 of the Seminole County Code of Ordinances entitled "Economic Development"; creating Article I of Chapter 71 entitled "Tourism Improvement Districts" to provide for the procedures and requirements to establish, operate, modify, renew, and dissolve Tourism Improvement Districts in Seminole County

ORDINANCE NO. 2024-___

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SEMINOLE COUNTY, FLORIDA

AN ORDINANCE ADOPTING A NEW CHAPTER 71 OF THE SEMINOLE 2 CODE OF **ORDINANCES ENTITLED** DEVELOPMENT"; CREATING ARTICLE I OF CHAPTER 71 ENTITLED 4 "TOURISM IMPROVEMENT DISTRICTS" TO PROVIDE FOR THE PROCEDURES AND REQUIREMENTS TO ESTABLISH, OPERATE, 6 MODIFY, RENEW, AND DISSOLVE TOURISM IMPROVEMENT **DISTRICTS SEMINOLE COUNTY:** IN **PROVIDING** 8 CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. 10

WHEREAS, there are certain areas within Seminole County where there is a need for a proactive effort to provide services and improvements that specially benefit specific tourism properties to increase overnight visitor demand; and

WHEREAS, a dedicated funding source is needed to cover certain costs of additional services and improvements to support continued, consistent tourism promotion efforts within Seminole County; and

WHEREAS, the lodging industry has a need to create competitive economic demand generators in order to maintain a sustainable tourism economy for businesses and workforce, as well as a healthy tax economy for quality of place for Seminole County residents; and

WHEREAS, tourism is a vital driver of the County's economy, and is necessary for the economic success of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY 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 and are expressly incorporated herein by this reference.

Section 2. Chapter 71, "Economic Development", of the Seminole County Code of Ordinances is hereby created to read as follows:

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CHAPTER 71. ECONOMIC DEVELOPMENT

ARTICLE I. TOURISM IMPROVEMENT DISTRICTS

Section 71.1. Purpose. The purpose of this Article is to establish the procedure for the establishment, operation, modification, and dissolution of Tourism Improvement Districts within the County, and to ensure that Tourism Improvement District assessments conform to all constitutional requirements and are determined and levied in accordance with the procedure set forth in this Article.

Section 71.2. Definitions. As used in this Article, the following terms shall have the meanings ascribed to them below.

"Assessment Rate" shall mean the method of apportioning the service costs among the parcels of Tourism Property located within a District benefited by the use of the funds received hereunder.

"Baseline" means publicly funded services existing prior to the establishment of the District. District programs are intended to supplement, not supplant, existing services. After establishing the District, the County shall not decrease the level of publicly funded baseline services existing prior to District formation.

"Advisory Board" means an advisory board established by resolution of the Board to administer a County-initiated Tourism Improvement District. The Advisory Board shall have the responsibilities and duties of an Owners' Association, as defined in this Article. The Board shall appoint the members of the Advisory Board, with a majority of the members being made up of Owners subject to a County Tourism Improvement District Assessment.

Tourism Improvement Districts Ordinance Page 2 of 14 "Assessment" means a levy for the purpose of providing Services and Improvements that will provide certain benefits to Tourism Properties located within a Tourism Improvement District.

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"Costs" means all costs and expenses associated with the provision of Services and Improvements within the District, including, but not limited to, the actual cost of Services and Improvements; reserves for contingency amounts necessary due to uncollected or uncollectible Assessments, and to provide for the enforcement or collection of delinquent Assessments; all administrative and overhead costs associated with the creation and affairs of the District, including, but not limited to, wages, salaries, and benefits for personnel and administrators of the District, advertising and conducting hearings and meetings, auditing and recordkeeping expenses, legal fees, and court costs, reimbursement or payment for any services, improvements, materials, supplies, or emergency resources provided for the benefit of the District; and reimbursement of any monies or services and improvements provided in advance by the County for Services and Improvements, supplies, or materials provided for the benefit of the District.

"Clerk" means the Seminole County Clerk of Court and Comptroller.

"County" means the Seminole County, a charter county and political subdivision of the State of Florida.

"Board of County Commissioners" or "Board" means the Seminole County Board of County Commissioners, the governing body of the County.

"Improvement" means any capital improvements including, but not limited to: the acquisition, construction, installation or maintenance of any tangible public property, including parking facilities, parks, planting areas, fountains, benches, booths, kiosks, display cases, pedestrian shelters, signs, trash receptacles, public restrooms, ramps, sidewalks, plazas, pedestrian

Tourism Improvement Districts Ordinance

malls, sporting complexes and facilities, recreational facilities, lighting and heating of public facilities; and the closing, opening, widening, or narrowing of existing or new streets.

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"Notice" shall mean notice mailed by first class mail to the Owner at the address on file with the Property Appraiser for notice associated with ad valorem taxes.

"Owners' Association" shall mean a not for profit corporation designated to administer a Tourism Improvement District. The Owners' Association shall be the governing board of the District and shall be responsible for managing the day-to-day affairs of the District. The Owners' Association shall be responsible for budgeting and managing the Tourism Improvement District funding, Services, and Improvements. The Owners' Association shall be comprised of Owners subject to the Tourism Improvement District Assessment being administered, which shall establish the District budget and Services. The Owners' Association may adopt reasonable rules and regulations related to its duties and procedures and shall make annual reports to the County as to the expenditure of District funds, which report shall include an annual budget for the District.

"Owner" shall mean the Owner or Owners of record and shall include any corporation, partnership, trust, or other entity or agent of the owner of record, as shown on the records of the Property Appraiser, or the Owner's duly authorized representative.

"Services" means activities and programs that benefit Tourism Properties in the District that are subject to the Tourism Improvement District Assessment. Services shall be designed to maximize overnight visitor demand for the assessed Tourism Properties.

"Tourism Property" means any property which contains a tourist-serving lodging business, including but not limited to a hotel, apartment hotel, motel, resort motel, vacation rental property, apartment, apartment motel, in which any living quarter or accommodation is rented, leased, or let for consideration for a term of six (6) months or less. Any Tourism Property, including properties

Tourism Improvement Districts Ordinance Page 4 of 14 in which a new tourist-serving lodging business that commences operations during the term of the District, that meets the definition in this Section may be incorporated into the District consistent with the procedures set forth in this Article.

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"Tourism Improvement District" or "District" shall mean a Tourism Improvement District created pursuant to the procedures set forth in this Article.

Section 71.3. Establishment of Tourism Improvement District. Tourism Improvement Districts may be established consistent with the requirements and procedures set forth in this Article.

Section 71.4. Tourism Improvement District Plan. A Tourism Improvement District Plan shall be required for every District. The Tourism Improvement District Plan must be prepared prior to petitions being circulated to Owners and shall include, but is not limited to, the following:

- (a) A map that identifies the proposed boundaries of the Tourism Improvement District in sufficient detail to allow an Owner to reasonably determine whether a Tourism Property is located within the Tourism Improvement District boundaries. The boundaries of a Tourism Improvement District may overlap with other Tourism Improvement Districts established pursuant to this Article. No more than two (2) Tourism Improvement District Assessments shall be levied upon any single Tourism Property.
 - (b) The name of the proposed Tourism Improvement District.
- (c) The Services and Improvements proposed for each year of operation of the Tourism Improvement District. If the Services and Improvements proposed for each year of operation are the same, a description of the first year's proposed Services and Improvements and a statement that the same Services and Improvements are proposed for subsequent years shall satisfy the requirements of this subsection.

Tourism Improvement Districts Ordinance Page 5 of 14 (d) An estimation of the proposed Services and/or Improvements cost.

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- (e) A description of the proposed assessment methodology, which must be a fixed amount based on the number of available rooms or units of each assessed Tourism Property to be levied against their parcel.
- (f) The time and manner of collecting the proposed Assessments and any interest and/or charges for non-payment.
- (g) The specific number of years in which the proposed Assessments will be levied. In a new Tourism Improvement District, the maximum number of years shall be ten (10). In a renewed Tourism Improvement District, the maximum number of years shall be twenty (20). Notwithstanding these limitations, a Tourism Improvement District financing Improvements with bonds may continue to levy Assessments until the maximum maturity of those bonds.
- (h) A definition describing the type(s) or category (categories) of Tourism Properties to be included in the proposed Tourism Improvement District and subject to the Tourism Improvement District Assessment.
- (i) Any proposed rules and regulations to be applicable to the Tourism Improvement District.

Section 71.5. Initiation of Proceedings; Petition of Owners in Proposed Tourism Improvement District.

(a) The County or any Owner or Owners may initiate proceedings to establish or renew a proposed Tourism Improvement District. Petitions to establish a Tourism Improvement District will be on a form promulgated by the County's Office of Economic Development and Tourism and must be circulated to Owners located within the proposed District for signature. Petitions shall include a summary of the Tourism Improvement District Plan, including:

Tourism Improvement Districts Ordinance Page 6 of 14

- (1) A map showing the boundaries of the proposed Tourism Improvement

 District.
- (2) The types or categories of Tourism Properties that will be subject to the proposed Assessment.
 - (3) The proposed Assessment rate.

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- 146 (4) Information specifying where the complete proposed Tourism Improvement District Plan can be obtained upon request.
 - (b) Signed petitions shall be returned to the County's Economic Development Administrator, who shall review the signed petitions to determine whether there are sufficient signatures pursuant to the requirements of subsection (c) to support the creation of a Tourist Improvement District.
 - (c) In order to establish a Tourism Improvement District, signed petitions in favor of the establishment of the Tourism Improvement District must be received from Tourism Property representing fifty percent (50%) or more of the number of available rooms and units located within the proposed District.
 - Section 71.6. Procedure to Establish or Renew a Tourism Improvement District and Levy Assessment. A Tourism Improvement District shall be established or renewed by ordinance of the Board at a duly noticed public hearing and following notice to Owners pursuant to section 71.7 of this Article. The ordinance shall include:
- 160 (a) A description of the Services and Improvements to be funded by the proceeds of the Assessment;
 - (b) An estimate of the Services and/or Improvements cost;

Tourism Improvement Districts Ordinance Page 7 of 14

- (c) A description of the Assessment rate and levying methodology, which must be a
 fixed amount based on the number of available rooms or units in each assessed Tourism Property,
 to be levied against their parcel;
 - (d) The effective date of the Assessment;

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- (e) A determination of the method of collection in a manner consistent with applicable law; and
- (f) A map or legal description showing the boundaries of the Tourism Improvement

 District.
 - **Section 71.7. Notice by Publication.** At least 20 calendar days prior to the public hearing for the ordinance, the County shall cause to be published once in a newspaper of general circulation within the County and mailed by first class mail to all Owners of Tourism Properties proposed to be subject to the Assessment a notice including the following information:
 - (a) A map depicting the proposed Tourism Improvement District boundaries;
 - (b) The proposed assessment rate and levying methodology, which must be a fixed amount based on the number of available rooms or units in each assessed Tourism Property, to be levied against their parcel;
 - (c) The period of time for which proposed Assessment shall be imposed;
 - (d) The method by which the proposed Assessment will be collected;
 - (e) A statement that all Owners of affected real properties proposed to be within the Tourism Improvement District have the right to appear at the public hearing and the right to file written objections within twenty (20) calendar days of the publication of the notice; and
 - (f) The date, time, and place of the hearing, not earlier than twenty (20) calendar days from such publication, at which hearing the Board will receive written comments and hear

Tourism Improvement Districts Ordinance Page 8 of 14 testimony from all interested persons regarding adoption of the final ordinance and approval of the Assessment.

Notice shall be mailed to each Owner at least twenty (20) calendar days prior to the hearing. Notice shall be deemed mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment nor release or discharge any obligation for the payment of an assessment imposed by the Board on the Tourism Property pursuant to this chapter. The County shall be responsible for the cost of the notice required by this section for County-initiated Tourist Improvement Districts; otherwise, the Owner or Owners initiating the District shall bear said costs.

Sec. 71.8. District Assessment Resolution.

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- (a) A Tourist Improvement District Assessment shall be levied annually by resolution of the Board at a duly noticed public hearing and following notice to Owners pursuant to section 71.7 herein.
- (b) The resolution shall include the Assessment rate and the methodology for computing the assessed amounts; the names, addresses and number of rooms or units for each Tourism Property to be assessed ("Assessment role"); and the method of collection, including how and when the Assessment is to be paid.
- (c) At the public hearing, the Board shall receive written objections and hear testimony of interested persons and may then adopt the Assessment resolution which shall: (a) approve the Assessment rate, with such amendments as it deems just and right, and (b) specify those properties to which the Assessment shall apply. All objections to adoption of an Assessment resolution shall be made in writing and filed with the County's Office of Economic Development and Tourism at or before the time of such hearing. No person who has received timely notice and has failed to

Tourism Improvement Districts Ordinance Page 9 of 14 object to the Assessment resolution shall have standing to challenge the imposition of the Assessment described in the resolution, provided this provision is contained in such timely notice. The adoption of an Assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, and the levy of the assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 30 days from the date of adoption of the Assessment resolution.

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Sec. 71.9. Process For Modification. For any year in which a modification is proposed to either the rate of the Assessment or to add or delete real property from the Assessment role, signed petitions must be submitted to the Economic Development Administrator representing Tourism Properties representing fifty percent (50%) or more of the number of rooms located within the proposed modified District. Any modification must be approved by resolution of the Board at a duly noticed public hearing and following notice to Owners pursuant to section 71.7.

Sec. 71.10. Issuance of Bonds. Bonds may be issued for providing Improvements within a District. If the County issues bonds to fund Improvements within a County-initiated District, the County may establish an Advisory Board to oversee and administer the District. Bonds issued by an Owners' Association pursuant to this Article shall not be regarded as indebtedness of the County for the purpose of any limitation imposed by any law. Principal and interest payments on such bonds may be paid from the proceeds of any fees imposed under this Article.

Sec. 71.11. Lien of District Assessments. The Assessments to be collected shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles, and claims,

Tourism Improvement Districts Ordinance Page 10 of 14 until paid. The lien shall attach to the property as of the prior January 1, the lien date for ad valorem taxes.

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Sec. 71.12. Correction of Errors; Presumption of Validity. In case of any omission, error, or mistake imposing Assessment liens, the County may correct such omission, error, or mistake, provided such correction does not establish a lien on any property not included in the boundaries of the District. Any such correction which increases the Assessment lien on any Tourism Property, or which adds additional property, shall be made only after notice and a hearing as provided in Section 71.7, unless consent of the affected property owners is given in writing. Any corrections shall be made by resolution of the Board.

Any informality or irregularity in the proceedings in connection with the establishment of the Assessment hereunder shall not affect the validity of the same where the resolution has been adopted by the County, and the Assessment as finally adopted shall be competent and sufficient evidence that the Assessment was duly established, that all other proceedings required in connection with the adoption of the Assessment were duly accomplished, taken, and performed as required, and no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

Section 71.13. District Funds; Return of Excess. Nothing contained herein shall allow the expenditure of funds collected from within the District or interest earned on an account maintained for the District for purposes other than the payment of costs associated with the District, including costs related to additional Services and Improvements provided pursuant to an amendment to this Article for and specially benefiting parcels within the District. If any revenue in excess of the funds reasonably needed to maintain Services and Improvements in the District reasonable contingency or surplus funds for purposes related thereto should be available in the

Tourism Improvement Districts Ordinance Page 11 of 14 fund at any time, those funds may be rolled over for the provision of District Services and Improvements. If the District created under this Article should be dissolved or abolished, such funds shall be spent in accordance with the provisions of the District Plan, or returned to the Owner(s) on the date such returns or refunds are made.

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Sec. 71.14. Dissolution. The County may dissolve the District by ordinance, either on its own motion or upon receipt of signed petitions filed by Owners of the affected Tourism Property who collectively pay fifty percent (50%) or more of the Assessment.

- (a) If the County wishes to exercise its option to dissolve, the Board shall provide no less than thirty (30) days' written notice to the Owners' Association of its intent to dissolve the District and shall schedule a public hearing of the Board on the matter.
- (b) If signed petitions requesting dissolution are received from Owners who collectively pay fifty percent (50%) or more of the Assessment, the County shall hold a public hearing to dissolve the District. Petitions to dissolve a District may be submitted once per year, within the 30-day period starting on the anniversary of District formation. Petitions must be submitted to the Economic Development Administrator, signed by the Owner, and dated. The public hearing will be held on the petitions to dissolve within sixty (60) days of the Economic Development Administrator's receipt of the petitions. A public hearing will be held, and notice given to the Owners and Owners' Association not less than thirty (30) days prior to the hearing.
- 272 (c) Any funds remaining upon the dissolution or expiration without renewal of a District, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments or derived from the sale of assets acquired with the revenues or from bond reserve or construction fund, shall be used in accordance with the District Plan.

- Association, as applicable, shall manage the funds for the District and shall establish an account for such funds and maintain proper accounting records identifying the receipts, expenditures, and cash balances of the District, and all other records for the District, the customary practices of the County and all applicable provisions of law. Each year, the Advisory Board or the Owners' Association, as applicable, shall submit a report of activities and expenditures to the County, including its annual budget and expenditures. The report and the budget shall be submitted no later than June 1 of each calendar year. The report shall include:
 - (a) A summary of the activities provided in the previous year;
 - (b) A summary of the expenditures from the previous year;

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- (c) Any requested increase to the assessment rate and the basis for such requested increase;
 - (d) The amount of any revenue to be carried over from any prior year(s);
- (e) A list of the members of the Advisory Board or the directors of the Owners' Association, as applicable; and
 - (f) A list of accomplishments attributable to the District.
- The budget shall include recommendations for expenditures and other essential financial information.
- Sec. 71.16. Designation of Owners' Association to Provide Services and Improvements. A Tourism Improvement District Plan may, but is not required to, state that an Owners' Association will provide the Services and Improvements described in the Tourism Improvement District Plan. If the Tourism Improvement District Plan designates an Owners'

Tourism Improvement Districts Ordinance

Association, the Board shall contract with the Owners' Association to provide Services and Improvements in the Tourism Improvement District.

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.

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 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	
day of, 20	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
GRANT MALOY Clerk to the Board of County Commissioners of	JAY ZEMBOWER, Chairman

PHC/sjs/KL

Seminole County, Florida

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Tourism Improvement Districts Ordinance Page 14 of 14



TOURISM IMPROVEMENT DISTRICT PROCEDURAL ORDINANCE

Board of County Commissioners Meeting
May 14, 2024



Summary:

AN ORDINANCE ADOPTING A NEW CHAPTER 71 OF THE SEMINOLE COUNTY CODE OF ORDINANCES ENTITLED "ECONOMIC DEVELOPMENT"; CREATING ARTICLE I OF CHAPTER 71 ENTITLED "TOURISM IMPROVEMENT DISTRICTS" TO PROVIDE FOR THE PROCEDURES AND REQUIREMENTS TO ESTABLISH, OPERATE, MODIFY, RENEW, AND DISSOLVE TOURISM IMPROVEMENT DISTRICTS IN SEMINOLE COUNTY; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Procedural Ordinance Highlights

- District Plan parameters to include Term, Assessment, and District Map
- Bond Advisory Council establishment
- Surplus funds will be spent with the provisions of the TID District Plan
- No more than two TID assessments shall be levied upon any given Tourism Property
- 50% of the rooms within the TID must sign the petitions
- A Tourist Improvement District Assessment shall be levied annually by resolution of the Board of County Commissioners at a duly noticed public hearing and following notice to Owners pursuant to Section 71.7



Requested Action:

Recommend the Board of County Commissioners adopt the Tourism Improvement District Procedural Ordinance.



SEMINOLE COUNTY, FLORIDA

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

Agenda Memorandum

File Number: 2024-0647

Title:

Approve and authorize the Chairman to execute a Resolution updating the Operating Policies & Procedures of the Seminole County Board of County Commissioners

OPERATING POLICIES & PROCEDURES of the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

TABLE OF CONTENTS

TABLE OF CONTENTS

INTRODUCTION

AUTHORITY
PURPOSE
AMENDMENTS
SUSPENSION OF OPERATING POLICIES & PROCEDURES
DEFINITIONS

SECTION 1.

ORGANIZATION, POWERS, DUTIES, AND RESPONSIBILITIES OF OFFICERS

- 1.5 BOARD OF COUNTY COMMISSIONERS
- 1.10 COUNTY COMMISSIONERS
- 1.15 NEWLY ELECTED COMMISSIONERS
- 1.20 COMMISSIONERS SUBJECT TO STANDARDS OF CONDUCT
- 1.25 COMMISSION OFFICE
- 1.30 COMMISSIONER CORRESPONDENCE AND COMMUNICATION
- 1.35 COMMISSIONER TRAVEL
- 1.40 DUTIES OF THE CHAIRMAN AND VICE CHAIRMAN
- 1.45 REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS
- 1.50 BOARD COMMITTEE APPOINTMENTS
- 1.55 BOARD REPRESENTATION AT OTHER MEETINGS
- 1.60 COMMISSIONER COMMITTEE APPOINTMENTS
- 1.65 REPLACEMENT OF CHAIRMAN AND VICE CHAIRMAN
- 1.70 COUNTY MANAGER
- 1.75 COUNTY ATTORNEY
- 1.80 DEPUTY COUNTY MANAGER
- 1.85 ASSISTANT COUNTY MANAGER
- 1.90 DEPARTMENT DIRECTORS AND CHIEF ADMINISTRATORS
- 1.95 COMMISSIONERS' RELATIONSHIP TO EMPLOYEES

SECTION 2.

LEGISLATION AND MEETING PROCEDURES

- 2.5 MANNER OF LEGISLATION
- 2.10 PREPARATION OF LEGISLATION
- 2.15 GENERAL FORMAT OF LEGISLATION
- 2.20 BUSINESS AND ECONOMIC IMPACT STATEMENT
- 2.25 PROCLAMATIONS
- 2.30 MEETINGS GENERALLY
- 2.35 REGULAR MEETINGS
- 2.40 WORK SESSION

- 2.45 SPECIAL MEETINGS
- 2.50 EMERGENCY MEETINGS
- 2.55 MEETINGS CANCELLATION
- **2.60 MINUTES**
- 2.65 BOARD MEETINGS OPEN TO THE PUBLIC
- 2.70 PHYSICAL PRESENCE OF COMMISSIONERS
- 2.75 MEETING AGENDA
- 2.80 SETTING THE AGENDA
- 2.85 CONTINUING AGENDA ITEMS
- **2.90 OUORUM**
- 2.95 PRESIDING OFFICER
- 2.100 RULINGS BY THE CHAIRMAN, APPEALS
- 2.105 ORDER OF BUSINESS FOR BOARD MEETINGS
- 2.110 APPEALS OF BOARD DECISIONS; MEETING RECORD
- 2.115 CONSIDERATION OF REGULAR AGENDA ITEMS
- 2.120 PUBLIC HEARINGS
- 2.125 QUASI-JUDICIAL HEARINGS
- 2.130 BOARD TO PROMOTE AND PRESERVE DECORUM AND CIVILITY
- 2.135 MANNER OF SPEAKING
- 2.140 DISRUPTION OF MEETING
- 2.145 PROMPTNESS OF ATTENDANCE; ABSENCE FROM MEETINGS
- **2.150 MOTIONS**
- 2.155 MOTIONS: HOW MADE, WITHDRAWAL
- 2.160 MOTIONS TO RECONSIDER A VOTE
- 2.165 RULES OF ORDER AND DEBATE
- **2.170 VOTING**
- 2.175 PUBLIC PARTICIPATION BEFORE THE BOARD

INTRODUCTION

AUTHORITY.

Except as may be provided in the Seminole County Home Rule Charter (Charter), or by these Policies and Procedures, or by questions of order, the methods of organization and the conduct of business of the Board of County Commissioners shall be governed by these Policies and Procedures.

PURPOSE.

These Policies and Procedures are intended to provide for the efficient and orderly operation of the Board. Non-compliance of any particular policy or procedure shall not independently be grounds for the invalidation of any Board action.

AMENDMENTS.

Any Commissioner may propose amendments to the Operating Policies and Procedures. A proposed change to the Policies and Procedures must be submitted in writing to the Chairman and the County Manager. Amendments to the Policies and Procedures can be accomplished only by a formal amendment to the Seminole County Administrative Code approved by a majority vote of the full Board.

SUSPENSION OF OPERATING POLICIES & PROCEDURES.

A motion to suspend the Operating Policies and Procedures may be made by any Commissioner. A suspension is a non-debatable motion. The Operating Rules and Policies may be suspended by a majority of the Commissioners present. Once suspended, the Policies and Procedures remain suspended only for the time indicated in the motion.

DEFINITIONS.

As used herein, these enumerated terms shall be defined as follows:

- 1. "Board" shall mean the Seminole County Board of County Commissioners.
- 2. "Commissioner" shall mean the individual elected or appointed to the Board of County Commissioners.
- 3. "County Manager" shall mean the person appointed by the Board, and as designated in the Charter, to serve as the Chief Executive Officer in a full time or interim capacity, or his/her designee.
- 4. "County Attorney" shall mean the person appointed by the Board, and as designated in the Charter, in a full time or interim capacity, or his/her designee.
- 5. "Clerk" shall mean the person elected or appointed to the position of the Clerk of the Circuit Court, or his/her designee.

SECTION 1 ORGANIZATION, POWERS, DUTIES, & RESPONSIBILITIES OF OFFICERS

SECTION 1. ORGANIZATION, POWERS, DUTIES, AND RESPONSIBILITIES OF OFFICERS

- 1.5 BOARD OF COUNTY COMMISSIONERS. The Board of County Commissioners has the authority to exercise all legislative authority provided by the Seminole County Home Rule Charter in addition to any other powers and duties authorized by general law or special law. The Board shall set policy by means of ordinances, resolutions, and motions; ensure that there are qualified people for implementing those policies by appointing and removing the County Manager and County Attorney, and by confirming the appointment of Deputy County Managers, Assistant County Managers, Chief Administrators, and department heads.
- **1.10 COUNTY COMMISSIONERS.** The powers, duties, and responsibilities of each Commissioner are set forth in the Constitution, the Laws of the State of Florida, and the Seminole County Home Rule Charter.
- 1.15 NEWLY ELECTED COMMISSIONERS. The term of Commissioners elected to office shall commence on the second Tuesday following the general election as specified in section 100.041, *Florida Statutes*. A swearing-in ceremony for newly elected Commissioners will be coordinated by the County Manager's Office. The County Manager shall develop and administer an orientation program for all new Commissioners and their aides, with supportive documents and materials. Newly elected Commissioners are encouraged to enroll in and attend the New Commissioner Training Program offered through the Florida Association of Counties.

1.20 COMMISSIONERS SUBJECT TO STANDARDS OF CONDUCT.

- **A.** Each Commissioner is subject to the standards of conduct set out in Part III, Chapter 112, *Florida Statutes*. By personal example and by admonition to colleagues whose behavior may threaten the honor of the Board, each Commissioner shall watchfully guard the responsibility of office. Each Commissioner will receive annual ethics training as required by section 112.3142, *Florida Statutes*.
- **B.** The manner in which an elected County Commissioner performs his/her duties and responsibilities has a direct impact on the quality of life of the citizens in Seminole County; the morale and job performance of County staff; and the efficacy and accountability of the other Commissioners with whom they serve. Therefore, in addition to the statutorily required standards of conduct, Commissioners shall adhere to the following tenets and shall hold one another accountable for conduct inconsistent with these principles:
- (1) Commissioners will remember always that their first and greatest concern must be the safety and welfare of citizens and the staff of the County.
- (2) Commissioners will act collectively, not individually, when adopting or amending County legislation and governing policies, and when issuing decisions related to quasi-judicial matters; and behave as such to facilitate the role of the County Manager and staff to administer such legislation, policies, and decisions.
- (3) Commissioners and their aides will **not attempt to manage executive activities**(a) by intruding into daily operations or spheres of responsibility designated by Charter to the County Manager as the chief executive officer or to administrators acting as County Manager designees; or (b) by undermining the County Manager's authority.

- (4) Commissioners will **represent the interests of the entire county** when making decisions and will rely upon available facts and their independent judgment, while placing significant value on objective evidence and the recommendations provided by the County Manager and other professional subject matter. Commissioners will avoid all conflicts of interest and avoid using their position as an elected County Commissioner for personal, professional, or partisan gain.
- (5) Commissioners will **demonstrate dignity, respect, and courtesy** toward those with whom they contact in their capacity as a Commissioner.
- (6) Commissioners will **refrain from inappropriate language** including statements that are judgmental, malicious, threatening, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an elected official.
- (7) Commissioners will **focus on solving problems,** and will maintain appropriate decorum and professional demeanor in the conduct of County business, working cooperatively and conscientiously with others as they request or receive information, examine data or weigh alternatives in the decision-making process.
- (8) Commissioners will **demonstrate patience** and refrain from demanding interruptive access to staff or immediate responses or services when requesting information that requires significant staff time in research, preparation, or analysis or that will result in staff neglect of more urgent duties. Such requests will be made through the County Manager for scheduling and prioritizing or through consensus of the Board.
- (9) Commissioners and their aides will not call staff to meetings with constituents, vendors, or others without allowing staff time to prepare for the meeting or call.
- (10) Commissioners will **devote sufficient time for adequate preparation** prior to Board meetings and will be in attendance, insofar as possible, at those meetings and all other scheduled events at which Commissioner participation is required. Commissioners will prepare themselves through study, inquiry, and thought so as to be informed thoroughly about issues to be discussed in public meetings, and will be focused on the issues and discussions during those meetings and not distracted by outside influences or technology.
- (11) Commissioners will **refrain from any individual action that could compromise the integrity** of the County or fellow Commissioners, and will delineate clearly for any audience whether they are acting or speaking as an individual citizen or in their capacity as a representative of Seminole County.
- (12) Commissioners will **maintain confidentiality of privileged information** and will **abide by the** *Government in the Sunshine Law* in both its spirit and its intent. Commissioners will treat any information generated, stored, or sent through electronic means in the same manner as any written document that may be subject to Florida's Public Records Act, Chapter 119, *Florida Statutes*,
- (13) Commissioners will **promote constructive relations in a positive climate** with all employees as a means to enhance of productivity and morale.
- (14) Commissioners will update and improve their knowledge, contributions, and value to the County by keeping abreast of current issues and trends through reading, continuing

education, and training. Commissioners will study policies and issues of the County, State, and nation and will strive to attend training programs such as those offered through the Florida Association of Counties, National Association of Counties, and other professional organizations with a continuing goal to improve their individual performance as an elected County Commissioner.

- (15) Commissioners will **value and assist fellow Commissioners** by exchanging ideas, concerns, and knowledge gleaned from their own research or training. Commissioners will help build positive community support for the County.
- (16) Commissioners will, while taking a stand for their individual beliefs, remain flexible enough to respect others' views. Commissioners will recognize that they share in the responsibility for all Board decisions and will accept the will of the majority.
- **C.** The Board shall formally and publicly affirm the above tenets of conduct at its annual Reorganization Meeting.
- 1.25 COMMISSION OFFICE. The Commission Office is an organizational division of the County government responsible for administrative support to the Board and the individual Commissioners in the performance of their legislative functions under the Constitution and Laws of the State of Florida and the Seminole County Home Rule Charter. The County Manager's Office shall coordinate the administrative support functions of the Commission Office and is responsible for ensuring the efficient procedural operations of the Office pursuant to and in accordance with the Seminole County Administrative Code.
- A. EXECUTIVE ASSISTANTS. The County will provide Commission Office Executive Assistants to facilitate the performance of each Commissioner's individual duties and responsibilities.
- (1) The number of Executive Assistants assigned to support the Commission Office and the Commissioners shall be established by the Board through its budgetary authorization of such positions. Authorized Executive Assistant positions may not be eliminated while occupied unless part of a formal reduction in force effort.
- (2) Commission Office Executive Assistants will be deemed members of the executive branch of County Government, and will be employees of the County Manager; however, the County Manager may delegate supervisory authority over the Executive Assistant(s) to the individual Commissioners in a manner not inconsistent with the Seminole County Home Rule Charter. Such supervisory authority may include, but is not limited to, assignment of tasks, authorization of leave, approval of timesheets, and evaluation of performance. The execution of this supervisory authority must be consistent with the policies outlined within the Seminole County Administrative Code.
- (3) Upon the vacancy of any authorized Commission Office Executive Assistant position, the County Manager, or his/her designee, will coordinate the recruitment of a new Executive Assistant with the Commissioner(s) to whom the Executive Assistant position is assigned. Final selection of a candidate to fill the vacancy will be at the discretion of the Commissioner(s) to whom the Executive Assistant will be assigned; however, prior to extension of a formal offer of employment, the affected Commissioner(s) shall consult with the County Manager, or his/her designee, to ensure consistency with County policies. Additionally,

Commissioners shall consult with the County Manager, or his/her designee, prior to any disciplinary action or termination to ensure consistency with County policies. The Seminole County Administrative Code, including the Personnel Policies and Procedures, will apply to the Commission Office Executive Assistants in the same manner that such policies apply to all other employees of the County Manager.

(4) In the event that the Board authorizes, through the budget or other action, fewer than five (5) Commission Office Executive Assistants, the County Manager shall coordinate the assignment of Executive Assistants to individual Commissioners, and in coordination with the Chairman, ensure sufficient support for each Commissioner.

B. ADMINISTRATIVE SUPPORT OF THE CHAIRMAN'S DUTIES.

- (1) In order to ensure continuity in form, process, and distribution, the County Manager's Office will provide administrative support to the Chairman with regard to correspondence that the Chairman drafts on behalf of the Board. The County Manager's Office will also assist in the coordination of the other duties and responsibilities of the Chairman's Office including, but not limited to the processing documents requiring the Chairman's signature; review of proclamations and ceremonial resolutions when prepared by others; maintenance of the schedule of Board meetings and work sessions; documentation of follow-up items from Board meetings; and coordination of Committee and Advisory Board appointments.
- (2) The Executive Assistant assigned to the Commissioner who is elected to serve as Chairman will maintain the Chairman's calendar and will be responsible for disseminating information that arrives in the Chairman's Office to other Commissioners' offices, appropriate County staff, and relevant outside agencies.

1.30 COMMISSIONER CORRESPONDENCE AND COMMUNICATION.

- A. FORMAL CORRESPONDENCE. All formal correspondence by a Commissioner in an official capacity shall be prepared on official Board letterhead. Official correspondence may not be prepared on unofficial letterhead or on plain paper, and official Board letterhead shall not be used for the personal correspondence of any Commissioner. All authorized communications by a Commissioner in an official capacity shall be paid for by the County as funds allow. Nothing in this rule prevents the use of email for informal correspondence. All correspondence shall be in compliance with public records laws.
- B. USE OF COUNTY RESOURCES. Individual members of the Board of County Commissioners may request, through the County Manager's Office, assistance from the Office of Community Relations, as capacity permits, to develop information relating to the Board's activities, the operation of County business, or the implementation of County policies. Distributed information must be informational in nature, factual, and not contrary or detrimental to the Board's official position on a matter. Information distributed through Commission Offices must be nonpolitical, refrain from uncivil references to the personalities or opinions of any individual, and must represent the best interests of the County as a whole. All information developed in whole or in part by the Office of Community Relations on behalf of the Board or an individual Commissioner, will be distributed subsequent to review by, and approval of, the County Manager or his/her designee.

C. MASS MAILINGS.

- (1) Commissioners are authorized to mail:
 - (a) Notifications of community and/or District meetings related to projects or initiatives that have been authorized by the Board and/or for which the County Manager has authorized staff engagement; or
 - (b) Notifications or informational items that serve a public purpose and that are intended and necessary to communicate critical information to the public. Such items must be reviewed by the County Manager prior to mailing to ensure compliance with this policy.
- (2) This provision shall not be construed to restrict a Commissioner's ability to respond to communications received from his/her constituents or other persons having legitimate business with Seminole County.

D. PROHIBITED COMMUNICATIONS.

- (1) Commissioners shall strictly adhere to the "blackout" period during the solicitation and procurement process.
- (2) Upon receiving notice from the County Attorney, Commissioners shall not discuss pending litigation, or the threat of litigation, with any attorney, party or party's representatives.

1.35 COMMISSIONER TRAVEL.

A. Commissioners are eligible for travel reimbursement in accordance with section 112.061, *Florida Statutes*, subject to the availability of funding as authorized by the Board in the annual Budget.

B. AUTHORIZED TRAVEL.

- (1) Travel outside of Seminole County, including airfare, when a Commissioner is acting as an official representative of the County, or acting as the Chairman/Board appointed alternate due to the appointed Commissioner's absence.
- (2) Attendance at regional, state or national conferences conducted by organizations primarily consisting of government officials such as, but not limited to, the Florida Association of Counties (FAC) and National Association of Counties (NACo).
- (3) Any other travel authorized by the County-wide Travel Policy (Section 3.5 of the Administrative Code).
- (4) No reimbursement is authorized when travel is confined to the territorial limits of Seminole County.
- (5) Commissioners shall be entitled to mileage reimbursement in accordance with the Standard Mileage Rates issued by the Internal Revenue Service.
- C. APPROVAL. Expense reports will be submitted within 30 days of incurring the expense for review and approval by the County Manager, consistent with this Section and the County-wide Travel Policy. In the event that the County Manager is unable to confirm that a requested reimbursement is in compliance with the applicable policies, he/she shall refer the request to the

Board Chairman for a final determination. The County Manager will provide a report to the Board regarding the usage and status of the approved travel budget on a quarterly basis.

D. **REPORTS.** Annually, at the Reorganization Meeting, a Report of the previous 12 months of travel will be shared.

1.40 DUTIES OF THE CHAIRMAN AND VICE CHAIRMAN.

- A. CHAIRMAN. The Board shall annually elect one Commissioner as Chairman by majority vote. This election shall be held at the annual Reorganization Meeting of the Board. In the event of a Chair vacancy, the new Chairman shall be elected no later than the next regular meeting. In addition to his/her powers and duties as a Commissioner, the Chairman shall have the additional powers and duties limited to the following:
 - (1) Serve as presiding officer of the Board;
 - (2) Call the Board into regular and special session;
- (3) Sign ordinances, resolutions, and documents for the Board of County Commissioners;
- (4) Serve as the official representative and ceremonial dignitary for the County government;
- (5) Serve as administrator of the Commission Office with administrative authority and responsibility regarding the operation of the Commission Office. Such authority shall include the preparation and submission of the office budget, and the establishment of policies and procedures regarding the operation of the Office not in conflict with Board adopted policies and procedures.
- (6) Consult with the County Manager regarding the development of Board meeting agendas and the scheduling of Board work sessions and meetings;
- (7) Appoint Commissioners to local and regional boards and agencies, except where such appointment is required to be made by the Board; and
- (8) Annual performance review of County Manager and County Attorney coordinated through Human Resources.
- (9) Such other duties as may be assigned from time-to-time by the Board of County Commissioners.
- **B.** VICE CHAIRMAN. The Board shall annually elect one Commissioner as Vice Chairman. The Vice Chairman shall have all rights and duties of the Chairman during the temporary absence, disability, or conflict of the Chairman. Regular elections for vice chairman shall be held in conjunction with the election for chairman. In the event of a vacancy in the office of vice chairman, a new vice chairman shall be elected not later than the next regular scheduled meeting.

C. VACANCIES.

(1) Whenever the Chairman is unable to perform the duties as the presiding officer (i.e. death, resignation, removal from office, permanently disabled) the Vice Chairman shall become the Chairman until a successor is elected by the Board.

(2) Whenever the Vice Chairman is unable to perform his/her duties Vice Chairman (i.e. death, resignation, removal from office, permanently disabled) the Chairman shall appoint a temporary Vice Chairman to serve until the entire Board can elect a replacement. When the Board elects a new Vice Chairman of the Board, he/she shall serve for the remainder of the unexpired Vice Chairman term and until a successor is elected.

1.45 REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS.

A. REORGANIZATION MEETING. The Board shall hold a Reorganization Meeting each year at the conclusion of the regular meeting of the Board on the second Tuesday of November, except in general election years when the Reorganization Meeting shall occur on the second Tuesday following the general election. The Reorganization Meeting will be held in the Board Chambers. The newly elected Chairman and Vice Chairman shall take over their duties upon the conclusion of the Reorganization Meeting.

During an election year, the newly elected Commissioners will be sworn in before the reorganization of the Board.

B. PURPOSE OF REORGANIZATION MEETING.

- (1) Administer the Oath of Office to newly elected Commissioners;
- (2) Election of Chairman and Vice Chairman; and
- (3) Public affirmation of the tenets of conduct set forth in section 1.20B. of these Policies and Procedures.
- C. OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS. The newly elected Commissioners will receive the oath of office by the judge or other official who has been selected by the incoming Commissioner to perform this duty. New Commissioners shall take an oath to support the Constitution of the United States and of the State of Florida, and to truly and faithfully discharge the duties of their office to the best of their knowledge and ability.
- **D. OFFICERS.** The elected officers of the Board shall be a Chairman and a Vice Chairman, who shall assume office immediately upon the conclusion of the Reorganizational Meeting, and shall serve for a period of one (1) year unless otherwise designated by vote of the Board. During an election year, these officers shall be elected after the new Board has been seated.
- E. METHOD OF ELECTION OF OFFICERS. The Chairman and Vice Chairman shall be elected one at a time beginning with the Chairman. The County Attorney shall preside over the nominations and the election of the Chairman. The newly elected Chairman shall preside over the nominations and election of the Vice Chairman. Each nomination for office serves as a motion. The nomination need not be seconded. The different names shall be repeated by the presiding officer as they are moved. The vote shall be taken after the presiding officer declares that nominations are closed and shall be taken on each nominee in the order in which they were nominated until one is elected by a majority of the votes. No vote is required if only one candidate is nominated.
- **1.50 METHOD OF BOARD AND CHAIRMAN COMMITTEE APPOINTMENTS.** Within 10 days of the Reorganizational Meeting, each Commissioner shall submit to the Chairman a written request identifying those boards or committees to which he or she desires appointment

as Commissioner Liaison. The Chairman shall appoint Commissioners as Commissioner Liaison to those boards and committees over which he/she has appointment authority and shall seek confirmation from the Board for Commissioner Liaison appointments that require such approval. Alternate appointments are only made when required by the Board's governing documents. Necessary Commissioner Liaison appointments shall be accomplished no later than the first Board meeting/work session in December of each year except for representation on the Value Adjustment Board. Annual appointments to the Value Adjustment Board shall take effect on May 1st of each year. The Chairman may remove the current Commissioner Liaison and appoint a different Commissioner Liaison in his/her stead at any time for a particular committee, board, authority, or council over which he/she has appointment authority.

1.55 BOARD MEMBER REPRESENTATION AT OTHER MEETINGS. Unless otherwise directed by the Board or established by committee assignment, the Chairman will represent the Board at meetings, conferences, or other occasions involving other governmental entities, agencies, officials, or groups, or nongovernmental organizations, departments, agencies, or officials, and report back to the Board anything of significance. The Chairman may designate another Commissioner to represent the Board. Neither the Chairman, nor his/her designee, shall have the power to act for or on behalf of the Board or the County, unless previously authorized to do so.

1.60 COMMISSIONER BOARD COMMITTEE APPOINTMENTS.

- A. Commissioners may be appointed and removed from time to time as Commissioner Liaison to various committees, boards, authorities, and councils by the Chairman or the Board, depending on the appointment requirements for the specific committee, board, authority, or council. In the event that a majority of the Board should desire that a different Commissioner serve as the Commissioner Liaison to a particular committee, board, authority, or council over which the Board has appointment authority, the Board, upon the affirmative majority vote, may remove the current Commissioner Liaison and appoint a different Commissioner Liaison in his/her stead.
- **B.** Duties of each Commissioner Liaison include, but are not limited to:
- (1) Reasonably attempt to attend each meeting of the committee, board, authority, or council to which he/she is assigned as Liaison, and ensure that his/her Alternant (if one exists) attends in his/her stead if he/she is unable to;
- (2) Become knowledgeable with the procedures, authority and functions for the committee, board, authority, or council to which he/she is assigned;
- (3) Enhance and implement communication between the assigned committee, board, authority, or council and the Board; and
- (4) As part of the Commissioner's regular District Report, brief the rest of the Board on important matters related to the assigned committee, board, authority, or council.
- C. A Commissioner Liaison is not authorized to act on behalf of or in the place of the Board in relation to an assigned committee, board, authority, or council without specific and particular instructions by the Board. This provision shall not be interpreted to restrict the right of any Commissioner Liaison to exercise his/her right of free speech by informing any committee, board,

authority, or council of the personal opinions or views of that Commissioner. In communicating with a committee, board, authority, or council, each Commissioner shall clearly state whether he/she is acting pursuant to a specific instruction from the Board or is speaking in his/her individual capacity with no authorization from the Board to influence, bind, or direct such committee, board, authority, or council.

D. When a Commissioner is assigned to a committee, board, authority, or council and that liaison position is established by virtue of a statute, ordinance, or resolution, the Commissioner shall participate on that body as required by the respective statute, ordinance, or resolution. As an appointed member to a committee, board, authority, or council, a Commissioner Liaison will, as a representative of the Board, in good faith support the position the Board has taken, if any, on a particular matter. Where the Board has not taken a specific position on a particular matter, the appointed Commissioner Liaison will consider any prior Board consensus discussions or associated formal action as a guideline for feedback and decisions. If appointed to a committee, board, authority, or council that is an advisory body to the Board, a Commissioner while sitting as a member of the Board is not restricted to voting the same way as the Commissioner voted on the advisory body in his/her liaison capacity.

1.65 REPLACEMENT OF CHAIRMAN AND VICE CHAIRMAN.

The Chairman and Vice Chairman serve at the pleasure of the majority of the Board and may be removed and replaced at the pleasure of a majority of the full membership of the Board.

- **1.70 COUNTY MANAGER.** The County Manager is the chief executive officer of the County and is responsible for departments and executive offices reflected herein. The County Manager serves at the pleasure of the Board and shall be responsible to the Board for the performance of such duties as prescribed by the Seminole County Home Rule Charter, County ordinances, direction from the Board and the laws of the State of Florida.
- **A. DUTIES AND RESPONSIBILITIES.** All executive responsibilities and powers shall be assigned to and vested in the County Manager, and consists of the following powers and duties:
- (1) Carries out the directives and policies of the Board; enforces all orders, resolutions, ordinances, and regulations of the Board; and exercises all executive authority provided by the Seminole County Home Rule Charter, in addition to all powers and duties authorized by general or special law;
- (2) Selects, appoints, and directs the Deputy County Managers, Assistant County Managers, Department Directors, Chief Administrators, and department heads.
- (3) Reports annually to the Board and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County, and the welfare of its residents;
- (4) Prepares and submits the annual budget and capital programs to the Board and executes the budget and capital programs in accordance with appropriations and ordinances enacted by the Board;
- (5) Ensures that all ordinances, resolutions, and orders of the Board and all laws of the State which are subject to enforcement by the County Manager, or by officers who are subject under the Charter to the County Manager's direction and supervision, are faithfully executed; and

- (6) Supervises, directs, and controls the operations of the executive branch of County Government consisting of the following departments and executive offices:
 - (a) Communications Department
 - (b) Community Services Department
 - (c) Development Services Department
 - (d) Emergency Management Department
 - (e) Environmental Services Department
 - (f) Fire /EMS Department
 - (g) Fleet and Facilities Department
 - (h) Human Resources Department
 - (i) Information Technology Department
 - (j) Innovation and Strategic Initiatives Department
 - (k) Management and Budget Department
 - (l) Parks and Recreation Department
 - (m) Public Works Department
 - (n) Resource Management Department
 - (o) Utilities Department
 - (p) The County Manager has the authority to reorganize, restructure, and rename any department or executive office within the executive branch of the County Government, within the confines of the authorized budgetary resources, in order to maximize the efficiency and efficacy of the delivery of County services.
 - (7) Ensures the proper management of County personnel matters as follows:
 - (a) Recommends to the Board a current position classification and pay plan for all positions funded by the Board;
 - (b) Selects, employs, and supervises all non-legal personnel and fills all non-legal vacancies and positions of employment under the jurisdiction of the County Manager. The employment of Deputy County Managers, Assistant County Managers, Chief Administrators, and all department directors shall require confirmation by the Board. As used herein, the term "non-legal" shall refer to County personnel or functions that are not part of the Office of the County Attorney; and
 - (c) Suspends, discharges, or removes any non-legal employee under the jurisdiction of the County Manager pursuant to administrative procedures and policies.

- (d) Follows established personnel policies.
- (8) Carries into execution such other powers or duties as required by the Seminole County Home Rule Charter or prescribed by the Board including, by way of enumeration, but not limited, those powers and duties prescribed in section 125.85, *Florida Statutes*.
 - (9) Provides an annual report to the Board on Key Strategic Priorities.
- **1.75 COUNTY ATTORNEY.** The County Attorney is the chief legal counsel to the County and is the head of the County Attorney's Office. The County Attorney serves at the pleasure of the Board, shall provide legal services to the Board, County Manager, County departments and County boards and agencies as specified by County ordinances.
- **A. DUTIES AND RESPONSIBILITIES.** The duties and responsibilities of the County Attorney include:
 - (1) Provides advice and representation for the legislative branch;
 - (2) Provides advice and representation for the executive branch;
- (3) Provides advice and representation for Constitutional Officers created under Section 1(d) of Article VIII of the Florida Constitution, if requested by such officers and approved by the Board;
- (4) Prosecutes and defends all legal actions by and against the County as approved by the Board, or as directed by the Board; provided, however, the County Attorney is authorized and directed to take action on behalf of the County to protect the rights of the County in any legal action pending an appropriate opportunity to request required approval of the Board; and
- (5) Selects, employs and directs Deputy, Senior Assistant, and Assistant County Attorneys; the Legal Services Manager; and other paralegal and clerical positions as required to properly perform the duties of the office of County Attorney as funded by the budget adopted by the Board.
- (6) Ensures proper management of County legal personnel matters by recommending to the Board a current position classifications and pay plans for all positions funded by the Board

1.80 DEPUTY COUNTY MANAGER.

- **A.** The powers, duties and responsibilities of the Deputy County Manager shall include the following:
- (1) Coordinates and carries out administrative and operational functions of the County to meet the goals, objectives, and projects of the County working under the supervision of the County Manager;
- (2) Recommends hiring and termination of Department Directors for departments under assigned organizational responsibility;
- (3) Supports and coordinates the activities of assigned departments and executive offices to ensure compliance with County ordinances, policies, resolutions and directives;
 - (4) Recommends courses of action to the County Manager;

- (5) Assumes delegated executive and administrative duties as assigned by the County Manager;
 - (6) Undertakes tasks assigned by the County Manager;
- (7) Serves as Acting County Manager during absence as designated by the County Manager. If so designated, the County Manager shall provide notification of his/her delegation of authority to the Board, Department Heads, and Chief Administrators; and
 - (8) Represents the County at functions assigned by the County Manager.
 - (9) Develops Key Performance Indicators that align with Key Strategic Priorities.

1.85 ASSISTANT COUNTY MANAGER.

- **A.** The powers, duties and responsibilities of the Assistant County Manager shall include the following:
- (1) Coordinates and carries out administrative and operational functions of the County to meet the goals, objectives and projects of the County working under the supervision of the County Manager;
 - (2) Recommends courses of action to the County Manager;
- (3) Assumes delegated executive and administrative duties as assigned by the County Manager;
 - (4) Undertakes tasks assigned by the County Manager; and
 - (5) Represents the County at functions assigned by the County Manager.
 - (6) Develops Key Performance Indicators that align with Key Strategic Priorities.
- **1.90 DEPARTMENT DIRECTORS AND CHIEF ADMINISTRATORS.** Department Directors and Chief Administrators serve as part of the County Manager's executive leadership team.
- **A.** The powers, duties and responsibilities of each department director or chief administrator shall include the following:
- (1) Hires, terminates and directs employees within their department or executive office according to Personnel Policies;
- (2) Carries out the functions of the department or executive office and is responsible for meeting its short-range and long-range goals, objectives and projects; reports directly to the County Manager, the Deputy County Manager, or Assistant County Manager.
- (3) Undertakes any task of another department or executive office on a temporary basis as directed by the County Manager;
- (4) Delegates executive duties and responsibilities within the department or executive office as necessary provided that, except in the absence of the department director or chief administrator, overall responsibility shall not be delegated or relinquished by the department director or chief administrator:

- (5) Advises and assists other members of the executive leadership team on matters relating to the department/executive offices' responsibility and on matters of mutual responsibility;
- (6) Prepares and submits reports requested by the County Manager or the Deputy County Manager;
- (7) Prepares and maintains records, statistics, and reports as required by the County Manager or the Deputy County Manager;
- (8) Preserves and maintains all records, books and property in custody or under control of the department or executive office;
- (9) Prepares an annual budget for the department or executive office for review and processing in accordance with procedures established by the County Manager and administers the expenditures of the department or executive office within their approved budget;
- (10) Provides training of employees and maintenance of employee skills; provides for monitoring, and where appropriate for the adoption, of the latest improvements and developments in the department's area of responsibility; establishes, with the approval of the County Manager, such innovations and changes as may be of benefit to County government and the general public; and
- (11) Performs other functions, responsibilities, powers, and duties as directed by the County Manager or Deputy County Manager.
 - (12) Develops Key Performance Indicators that align with Key Strategic Priorities.
- **COMMISSIONERS'** RELATIONSHIP TO EMPLOYEES. Individual Commissioners are prohibited from interfering with, or giving direction to, employees, officers, or agents under direct or indirect supervision of the County Manager or the County Attorney. This provision shall not be interpreted to prevent Commissioners, who are accountable to the citizens of Seminole County, from making, in the performance of their duties, reasonable inquiries and requests for information from County employees, officers or agents. Neither the County Manager, the County Attorney, nor any other County officer or employee shall interfere with rights of Commissioners hereunder. Commissioners will give staff, consultants, and vendors ample time to prepare for meetings and ample notice including the purpose and intended goal for meetings to facilitate the most efficient and effective outcome. The application, interpretation, or adjudication of any questions arising under this provision shall be the responsibility of the Board, whose determination shall be final.

SECTION 2 LEGISLATION AND MEETING

PROCEDURES

SECTION 2. LEGISLATION AND MEETING PROCEDURES

2.5 MANNER OF LEGISLATION. The Board shall take official action only by means of ordinances, resolutions, or motions.

A. ORDINANCES.

- (1) For the purposes of these procedures, "ordinance" means an official legislative action of the Board, which action is a regulation of a general and permanent nature and enforceable as a local law.
- (2) Board action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- (3) All ordinances shall be introduced in writing and scheduled for public hearing after advertisement consistent with the requirements of law.
- (4) Emergency Ordinances. By vote of the majority, the Board may, without notice or hearing, adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency and shall be passed in accordance with section 125.66(3), *Florida Statutes*.

B. RESOLUTIONS.

- (1) For the purposes of these procedures, "resolution" means a legislative act of the Board concerning matters of County business and is formal statement of policy concerning matters of temporary or advisory character or a provision for the disposition of a particular item of the business of the Board.
- (2) Board action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

C. MOTIONS.

- (1) For the purposes of these procedures, "motion" means a proposal that certain action shall be taken or shall not be taken or a certain view be expressed.
- (2) A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.
- **2.10 PREPARATION OF LEGISLATION.** Legislation in the form of ordinances or resolutions will usually be prepared by the County Attorney's Office. With the exception of ordinances dealing with individual land use or zoning matters, the preparation of any ordinance may be pursued only upon an affirmative consensus by a majority of the Board. Any ordinance or resolution not prepared by the County Attorney's Office shall be reviewed by the County Attorney's Office before presentation to the Board for consideration. All ordinances and resolutions prepared by or submitted to the County Attorney's Office shall be approved by his/her office as to form. "Honorary" resolutions do not require review by the County Attorney's Office.

2.15 GENERAL FORMAT OF LEGISLATION. Every ordinance or resolution shall embrace but one subject matter, and the subject shall be briefly expressed in the title. The title should be a general "table of contents" for the ordinance or resolution in order to assist with computer searches. No ordinance or resolution shall be revised or amended by reference to its title only. Ordinances and resolutions to revise or amend shall set out in full the revised or amended section, subsection or paragraph of a subsection, and revisions shall be clearly demonstrated through the use of mechanisms such as "strike-throughs" for deleted content, and "underlines" for added content.

2.20 BUSINESS AND ECONOMIC IMPACT STATEMENT.

A. PURPOSE. The purpose of the Business and Economic Impact Statement is for use as a tool in the decision-making process that provides estimating of direct, quantifiable economic impacts upon citizens and taxpayers.

B. BUSINESS AND ECONOMIC IMPACT STATEMENT PREPARATION.

- (1) Section 125.66(3)(a), Florida Statutes, requires a Business and Economic Impact Statement shall be prepared by staff in conjunction with all ordinances presented to the Board, with the exception of those listed in Section 125.66 (3)(c).
- (2) The Business and Economic Impact Statement will be included within the staff report provided to the Board and shall substantially follow the form attached as Exhibit 1.
- (3) The Business and Economic Impact Statement will include a summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.
- (4) The Business and Economic Impact Statement will also include staff's best efforts to estimate the direct economic impact on the county's regulatory costs, including revenues from new charges or fees and an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following:
 - a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
 - c. As estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
 - (5) The Business and Economic Impact Statement will provide the direct economic impact of the project/proposal by providing a good faith estimate of the number of businesses likely to be impacted, providing the property owners/taxpayers/citizens who are expected to be affected, and the impact to non-profit businesses.

(6) The Business and Economic Impact Statement identifies any potential indirect economic impacts, positive or negative, that might occur as a result of the project proposal/adoption of the ordinance.

2.25 PROCLAMATIONS.

- **A. PURPOSE**. The Board values the importance of taking the time to recognize and honor organizations, initiatives, and individuals who have made a positive impact on our community. Those honors are presented in the form of proclamations. A proclamation is an official document endorsed by the entire Board to commemorate a specific time period, event, or accomplishment impacting a large number of County residents. They may also be given for the purpose of raising awareness about an issue, to celebrate a milestone, or serve as an expression of support for individuals, community organizations, and businesses.
- **B. REQUESTING A PROCLAMATION.** Proclamations may be requested through the County Manager's Office as follows:
- (1) Requests should be submitted a minimum of four weeks in advance in order to allow adequate time for the request to be reviewed and approved.
- (2) All requests should clearly include the name, address and telephone number of the person making the request, as well as who will be present to accept the proclamation, including name and title.
- (3) Parties requesting a proclamation are required to provide a draft of the requested proclamation.
- (4) Proclamations must be of significance, interest, or relevance to County residents, businesses, initiatives, or programs.
- (5) Individuals requesting proclamations must be clearly associated with the entity, person, or subject matter being honored.
- (6) Only one recognition/proclamation will be issued per year per organization, individual and/or event.
- (7) The County reserves the right to edit for size and content; modify as to form; or deny any proclamation.

C. APPROVAL AND PRESENTATION.

- (1) Proclamation and presentation requests are approved at the discretion of the Chairman.
 - (2) Reasonable attempts will be made to accommodate all requested dates.
- (3) Unless authorized by the Chairman, proclamations will be placed on the Consent Agenda.
 - (4) Proclamations will not be placed upon the agenda for:
 - (a) Matters of religious beliefs, or individual convictions.

- (b) Events, individuals or organizations with no direct relationship to Seminole County.
- (c) Campaigns, organizations, individuals or events contrary to Seminole County Government policies.
- (d) Groups, organizations, individuals, dates, events or causes that are associated with anything deemed immoral, unlawful, hateful, unjust or injurious to others by the Board.
- (e) Posthumous.

2.30 MEETINGS GENERALLY.

- **A. VENUE.** Unless otherwise noticed, all regularly scheduled Board meetings shall be held in the Board Chambers located at 1101 East First Street, Sanford, or such place or time as may be approved by a majority consensus of the Board, and shall be open to the public and all news media. In case of special meetings, emergency meetings, or work sessions, the Board may select another meeting location within the County.
- **B. SCHEDULE.** A meeting schedule will be distributed to the Board during the December Board meeting for the next 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. 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.** 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 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 resolution that an emergency exists and the action taken directly pertains to the emergency. Prior notice of the emergency meeting shall be given by the most appropriate and effective method(s) available under the circumstances. Continuity of government issues shall prevail. No other business shall be transacted at the meeting, and the minutes of each emergency meeting shall show the nature of the emergency and the manner and method of notice.
- **2.55 MEETING CANCELLATION.** On occasion a need may arise that requires the cancellation of a previously scheduled Board meeting. The Chairman, the County Manager, or the County Attorney may exercise authority and cancel a Board meeting. Each local media organization shall be notified of a Board meeting cancellation. The Notice of Cancellation must also be posted on the County's website, social media sites, and in the notice display case of the First Floor of the County Services Building.
- **2.60 MINUTES.** The Clerk shall take accurate minutes of the proceedings of every meeting of the Board, with the exception of statutorily closed sessions where no minutes are to be taken. Unless a reading of the minutes of a meeting is requested by a majority of the Board, such minutes, when approved by the Board and signed by the Chairman and the Clerk, shall be considered approved without reading provided that the Clerk delivered a copy thereof to each member of the Board at least two full business days preceding the meeting. The minutes of prior meetings may be approved by a majority of the members present, and upon such approval, shall become the official minutes.
- **2.65 BOARD MEETINGS OPEN TO THE PUBLIC.** All meetings of the Board shall be open to the public in accordance with the *Florida Government in the Sunshine Law*, section 286.011, *Florida Statutes*.
- **A. EXCEPTIONS.** The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions (§ 447.605(1), Fla. Stat.); meetings regarding risk management claims (§ 768.28(16), Fla. Stat.); and litigation meetings pursuant to section 286.011(8), *Florida Statutes*. The Board shall follow all statutory requirements for exempt meetings.
- **B.** ACCESSIBILITY/SEATING CAPACITY. All meetings will be conducted in a building that is open and accessible to the public. Due to the need to comply with the fire code,

there may be occasions when entrance by the public to the Board Chambers or other meeting room is limited. To the extent possible, alternative seating arrangements may be made.

C. PROHIBITED ITEMS. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in Board meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

2.70 PHYSICAL PRESENCE OF COMMISSIONERS.

- **A.** A Commissioner may be physically absent from a Board meeting but participate and vote in the meeting only when the following conditions exist:
- (1) The absent Commissioner is not needed for a quorum to be physically present at the meeting;
- (2) The absent Commissioner can hear the proceedings, and when appropriate equipment is available, can see the proceedings, for the entirety of the meeting;
- (3) The absent Commissioner can clearly be heard, and when the appropriate equipment is available, be seen, in the meeting room, for the entirety of the meeting; and
 - (4) The Commissioner is physically unable to attend the meeting and either:
 - (a) The Commissioner is undergoing medical treatment or experiencing physical infirmity; or
 - (b) An immediate family member (spouse, parent, child or sibling) is undergoing dramatic medical treatment or experiencing grave physical infirmity.

The Attorney General generally advises against allowing Commissioners to attend a meeting remotely.

- **B.** A Commissioner seeking to participate in a meeting of the Board who must be physically absent due to the conditions outlined above shall provide notice to the County Manager in advance of such absence so that the installation of appropriate equipment can occur to enable that Commissioner to participate in that meeting. The County Manager shall inform the other members of the Board of the planned absence.
- C. The requirement that Commissioners be physically present in order to participate and/or vote at a Board meeting may be waived during a declared Local State of Emergency to the extent permitted by law.

2.75 MEETING AGENDA.

- **A.** There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. All proceedings and the order of business shall be conducted in accordance with the official agenda.
- **B.** Any departure from the order of business set forth in the official agenda may occur upon consensus among a majority of the Commissioners present at the meeting.

C. Additions, deletions, or corrections to the agenda may be considered by the Board and may be accepted through majority consensus. Items may be added to the agenda by four-fifths vote of the Board or when deemed necessary by the majority in emergency situations when the issues are time critical to the County. Non-agenda matters shall be confined to items that are informational only.

2.80 SETTING THE AGENDA.

- **A.** The County Manager shall, in consultation with the Chairman, prepare the agenda in an appropriate form approved by the Board. In order to conduct efficient meetings, the County Manager shall have broad discretion in managing the items to be placed on the agenda, including the authority to add or delete items, except for those items specifically directed for placement on the agenda by the Board.
- **B.** The County Manager shall make every effort to make the agenda and supporting materials available to the Commissioners, the public, and the media in advance of the next regular Board meeting or Public Hearing with ample time to review. 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.
- C. Nothing shall prevent a Commissioner from bringing an item before the Board at a public meeting for consideration and action by the Board; should staff require time to research the item, the Board shall designate a time certain to bring the matter back to the Board.

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 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.

2.90 QUORUM.

- **A.** A quorum for the transaction of business by the Board requires the physical presence of three (3) Commissioners. Except as provided in Section 2.70C of these Policies and Procedures, a quorum cannot be established with remote/virtual participation. Once a quorum has been established, a majority of Commissioners present at the meeting and eligible to vote shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5th) of the Board is required for approval of an item.
- **B.** If no quorum exists within thirty (30) minutes after the time designated for the meeting of the Board to commence or if a quorum is lost, the Chairman, or the Vice Chairman or, in their absence, the Commissioner with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.
- C. Any member of the Board who announces a conflict of interest on a particular matter and a decision to refrain from voting or otherwise participating in the proceedings related to that matter shall be deemed present for the purpose of constituting a quorum.

2.95 PRESIDING OFFICER.

- **A. CHAIRMAN TO SERVE.** The Chairman shall serve as the Presiding Officer unless unable to serve.
- **B. DUTIES OF PRESIDING OFFICER.** The duties of the presiding officer shall include the following:
 - (1) Call the meeting to order, having ascertained that a quorum is present;
- (2) Announce the order of business and insure the orderly disposition of the items on the agenda;
 - (3) State every question coming before the Board;
 - (4) Open and close all public hearings;

- (5) Invite public comment;
- (6) Announce the results of every vote;
- (7) Record the vote on all matters wherein the recording of the ayes and nays is required or requested;
 - (8) Recognize all Commissioners who seek the floor under correct procedure;
 - (9) Preserve order and enforce the rules of decorum and discipline;
- (10) Manage the meeting; including fair and efficient use of time and encouraging public participation throughout the meeting;
 - (11) Expedite business in every way compatible with the rights of Commissioners;
- (12) Declare the meeting adjourned at the conclusion of the agenda, or at any time in the event of an emergency affecting the safety of those present; and
- (13) Sign each written measure passed by the Board during the meeting at which he/she is presiding officer.
- C. MOTIONS BY THE CHAIRMAN. The Chairman shall have the same rights in debate as any other member.

2.100 RULINGS BY THE CHAIRMAN, APPEALS.

The County Attorney shall serve as the parliamentarian and advise and assist the Chairman on parliamentary issues, including questions of order and priority of debate. Any Commissioner may appeal the decision of the Chairman in which event a majority vote of the Board present shall conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table shall be in order until the question on appeal has been decided.

2.105 ORDER OF BUSINESS FOR BOARD MEETINGS.

- **A.** The business of all Regular Meetings of the Board should be transacted as follows unless the Board, by majority consensus, re-arranges agenda items to more expeditiously conduct the business before the Board:
 - (1) Call to Order by the Chairman.
- (2) Invocation when available. If no invocation is offered, a moment of silence will be observed.
 - (3) Pledge of Allegiance to be led by a Commissioner as designated by the Chairman.
 - (4) Proclamations, awards, recognitions, and special presentations.
 - (a) Unless authorized by the Chairman, proclamations/resolutions will be placed on the Consent Agenda.
 - (b) Requests and Special Presentations. A request or special presentation by a member of the public, another governmental agency, or a non-governmental organization or entity that requires discussion by the Board shall be limited to

no more than (15) minutes for presentation prior to questions from the Board. The provisions of general law and these operating procedures shall govern whether prior notice of the request or special presentation must be published. Upon conclusion of the request or presentation, the Board may take action. Unless otherwise authorized by the Chairman, the number of requests and special presentations during a Regular Meeting shall be limited to three (3).

- (5) Announcements by the Chairman and presentation of amendments to the Agenda. An amendment to the agenda is a necessary addition to the regular or consent agenda and consists of items that are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be permitted only when warranted.
 - (6) Approval of the Consent Agenda.
 - (a) Prior to a vote on the motion to adopt the Consent Agenda, the public shall have the opportunity to provide comments on any item on the Consent Agenda. Public comment will be consistent with the rules for appearance before the Board as detailed herein. Politicking is prohibited during public comment.
 - (b) Following the public comment on the Consent Agenda items, the Chairman shall inquire if any Commissioner wishes any item to be withdrawn from the Consent Agenda. If any member of the Commission Board requests an item be pulled from the Consent Agenda and discussed separately, the Chairman shall place the item at an appropriate place on the agenda for the current or a future meeting. If two Commissioners remove the same item from the agenda, the first Commissioner to indicate the removal will be the first to speak.
 - (c) A motion to approve the Consent Agenda will have the effect of adopting all items on the Consent Agenda except the items that were pulled. Consent Agenda Items that are pulled for discussion will be approved separately.
- (7) Consideration of Regular Agenda Items. The County Manager shall schedule all Regular Agenda items so that they may be acted on in the timeliest manner. Consideration of a Regular Agenda item may not last more than one hour.
- (8) Public Hearings. Public Hearings and Quasi-Judicial Public Hearings are conducted by the Board on matters as required by Florida law (e.g. adoption of an ordinance, consideration of a re-zoning).
 - (a) Unless otherwise noticed, Public Hearings shall commence at 1:30 p.m.
 - (b) Public Hearings will not be scheduled on a "first come, first served" basis on the agenda, but rather the County Manager shall schedule Public Hearings so that they can be conducted in the most expeditious and timely manner.
 - (9) Staff Reports.
 - (a) County Manager's Report.
 - (b) County Attorney's Report.

- (10) Public Comment on Non-Agenda Items. A thirty (30) minute period will be provided for discussion of items NOT on the agenda. Speakers will be called in the order speaking request forms are received. There is a three (3) minute limit for all speakers, unless an individual has written documentation that they are representing a group, in which case six (6) minutes will be provided. Public comment will be consistent with the rules for appearance before the Board as detailed in these Policies and Procedures, which includes that all comments solely pertain to County business. Any comments that do not pertain to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. If a speaker deviates from comments related to County business, the Chairman may interrupt or remove the speaker in accordance with Section 21.75D of these Policies and Procedures to ensure the meeting continues in an orderly manner.
- (11) District Reports. This time allotment shall be available for Commissioners to share announcements such as future community events, suggest future agenda items, report on Commissioner Liaison matters, propose advisory board appointments, or introduce an item of concern. Formal action may be taken on matters during District Reports upon consent of a majority of the Board.
 - (12) Adjournment.
- **2.110** APPEALS OF BOARD DECISIONS; MEETING RECORD. If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person will need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.
- **2.115** CONSIDERATION OF REGULAR AGENDA ITEMS. Non-public hearing items that do not appear on the Consent Agenda shall be presented on the Regular Agenda. Items appearing on the Regular Agenda require Board direction, a policy decision, or are otherwise of great significance necessitating separate attention and action.
- **A.** Regular Agenda items shall be considered individually and the order of presentation shall generally be as follows:
 - (1) Chairman announces item.
- (2) Staff presentation describing the agenda item to be considered, and providing the staff recommendation, if any.
 - (3) Commissioner questions for staff (no debate).
 - (4) Applicant presentation (if applicable).
 - (5) Commissioner questions for the Applicant (no debate).
- (6) Public comment, if any. Public comment will be consistent with the rules for public participation before the Board as detailed herein.
 - (7) Public comment is closed.
 - (8) Applicant rebuttal (if applicable).

- (9) Board follow-up.
- (10) Motion made.
- (11) Board discussion and amendments, if any.
- (12) Vote taken at the conclusion of the Board discussion.
- **2.120 PUBLIC HEARINGS.** Unless otherwise required by law or specifically directed by a majority vote of the Board, all public hearings will be scheduled for the afternoon session, and will be heard in the order as they appear on the agenda.
- **A.** The procedures to be followed for public hearings are, generally, as follows:
 - (1) The Chairman shall announce the Public Hearing and the topic being considered..
- (2) Staff presentation describing the agenda item to be considered, and providing the staff recommendation, if any.
 - (3) Commissioner questions for staff (no debate).
 - (4) Applicant presentation (if applicable).
 - (5) Commissioner questions for the Applicant (no debate).
- (6) After Commissioners' questions are answered, the Chairman opens the public hearing. Public comment will be consistent with the rules for public participation before the Board as detailed herein.
 - (7) Campaign rhetoric is prohibited during public comment.
 - (8) Following public comment (if any), the Chairman closes the public hearing.
 - (9) Board follow-up, if necessary.
 - (10) Motion made.
 - (11) Board discussion and amendments, if any.
 - (12) Vote taken upon the conclusion of the Board discussion.

2.125 QUASI-JUDICIAL HEARINGS.

A. QUASI-JUDICIAL POLICY STATEMENT. It shall be the general policy of the Board that the following statement of intent shall be applicable to all quasi-judicial public hearings, and that the Chairman or designee read this statement into the record prior to the commencement of any quasi-judicial proceeding before the Board: "While the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the Board's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Board during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by a County staff, that the applicant presented, or on factual information included in the County staff report to support

their testimony. All persons who present written materials to Board for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceeding and official minutes."

- **B. ORDER OF PROCEDURE FOR CONDUCTING THE HEARING.** The order of procedure to be followed for quasi-judicial hearings shall generally be as follows:
- (1) **Ex-Parte Disclosure Statement by the Chairman.** The Chairman shall make the following inquiry of the Commissioners: "Has any Commissioner received any oral or written communications regarding the quasi-judicial item? If so, please disclose the substance of the communication and identify the person making the communication." Disclosure must be made before or during the public meeting at which a vote is taken on quasi-judicial matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication. Documented ex-parte communications will be available during the public hearing, in writing or electronically.
- (2) **Staff Presentation of Application.** County staff shall describe the quasi-judicial item to be considered and will make a presentation pertaining to the item. Unless otherwise authorized by the Chairman, staff shall not exceed ten (10) minutes during its presentation. The Chairman shall then inquire as to whether the Commissioners have questions for the staff members who made the presentation.
- (3) **Applicant Presentation.** The applicant or his/her representative shall make a presentation pertaining to the application. The applicant will generally have up to fifteen (15) minutes to present the application unless this time is extended by consensus of the Board. Upon conclusion of the applicant's presentation, The Chairman shall inquire as to whether Commissioners have questions of the applicant and the applicant's representatives.
- (4) **Proponent and Opponent Presentations.** The Chairman shall next ask if any members in the audience in favor of the application wish to present evidence and testimony. The Chairman shall then invite all members of the public who are opposed to the application to present his/her testimony and evidence in support of his/her position. Public testimony will be consistent with the rules for public participation before the Board as detailed in these Policies and Procedures. At the conclusion of the testimony, the Chairman shall ask if any of the Commissioners have questions of the witness.
 - (5) **Applicant Rebuttal.** There shall be an opportunity for applicant rebuttal.
- (6) **Board Motions to Approve or Deny.** The Chairman shall then inquire if any of the Commissioners wish to put forth a motion. If there is a second to the motion, the Commissioners may discuss the motion after which the Chairman shall call the vote. No motions shall be accepted by the Chairman until the close of the applicant's rebuttal and the public hearing portion of the hearing.
- (7) **Notice to the Applicant if Application is Not Approved.** If a motion is not passed in favor of the application, the application shall be deemed to be denied and the applicant shall be so notified by the Chairman.
- **C. EX-PARTE COMMUNICATIONS.** Section 286.0115, *Florida Statutes*, provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss

with any Commissioner the merits of any matter on which the Board may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication:

- (1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Board (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
- (2) A Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Board (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.
- (3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Board. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.
- **2.130 BOARD TO PROMOTE AND PRESERVE DECORUM AND CIVILITY.** The Board expressly recognizes that promoting and preserving decorum and civility best enables the Board to fairly and expeditiously conduct the business of the County. While the Board is in session, the Chairman shall preserve order and decorum. A Commissioner shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Board, nor disturb any Commissioner while speaking or refuse to obey the orders of the Board or its Chairman.

2.135 MANNER OF SPEAKING.

- A. COMMISSIONERS. No Commissioner shall speak on any question or discuss any matter, nor interrupt another, nor make a motion without first being recognized by the Chairman. When two or more Commissioners seek recognition by the Chairman, the Chairman shall name the Commissioner who is to speak first. No Commissioner shall be interrupted by another without the consent of the Commissioner who has the floor, except by rising to a question of order. A Commissioner, in speaking on any matter, shall confine him/herself to the question, or matter before the Board, shall not use abusive language, and shall avoid commenting on personalities or character of other Commissioners, former Commissioners, other officials, staff, or the public.
- **B.** THE PUBLIC. Members of the public and designated representatives shall address their comments to the Board as a whole and not to any Commissioner individually, any group of Commissioners, or to County staff. Imposing a demand for an immediate response from the Board, and Commissioner, or County staff, during public comment shall be considered out of order. Persons shall not address the Board with personal, impertinent or slanderous remarks, or become boisterous. Individuals participating in County proceedings must limit their comments to matters related to County business. Comments unrelated to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. A Commissioner shall not engage in dialogue with persons making public comment unless the question or comment is directed through the Chairman or made with the permission of the Chairman.

- **2.140 DISRUPTION OF MEETING.** Any person disrupting a Board meeting by making personal, impertinent, or slanderous remarks or through boisterous behavior while the Board is in session, may be removed from the meeting. Such removal may be requested by the Chairman in his/her discretion, by consensus of the Board, or by the Sheriff's office if there is perceived to be an immediate threat to any person. No demonstrations of approval or disapproval from the audience shall be permitted; and if, after warning by the Chairman, such demonstrations are made and result in a disruption of the meeting, the person(s) creating such disruption may be removed from the meeting. Alternatively, the Chairman may recess the meeting until order is restored.
- **2.145 PROMPTNESS OF ATTENDANCE; ABSENCE FROM MEETINGS.** Board members are expected to observe timely appearance at Board regular, work session, special meeting, or other official Board functions. Any member who is unable to timely attend any such meeting or function shall notify either the Chairman or the County Manager, prior to the meeting, if possible so that notice may be conveyed to all Board members. Any member present at any meeting of the Board will give notice to the Chairman if leaving the meeting for an extended period of time. Board members should schedule to allow for very short lunch breaks and the possibility of the meeting running long.
- **2.150 MOTIONS.** A motion is a proposal that the Board (1) take certain action; (2) direct that a specific action be taken on behalf of the County; or (3) express itself as holding certain views. A motion should be seconded before debate. The Chairman may allow the meeting to proceed without waiting for a second. A motion must have a second before being considered for a vote by the Board. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

2.155 MOTIONS: HOW MADE, WITHDRAWAL.

- **A.** Every motion shall be made orally, unless the Chairman requests that it be reduced to writing. When a motion is made and seconded, it shall be stated by the presiding officer or, his/her designee, and the mover shall have the floor. After a motion has been stated or read, it shall be deemed to be in the possession of the Board and shall be disposed of by vote of the Board.
- **B.** The mover may withdraw a motion, except a motion to reconsider, at any time before the same has been amended or before a vote shall have commenced, if a majority of the Board present consents.

2.160 MOTIONS TO RECONSIDER A VOTE.

- A. GENERALLY. A motion to reconsider a vote of the Board may be made at the same meeting or the next regular meeting held thereafter provided the next meeting is not more than thirty (30) days after the meeting at which the original vote occurred. A motion to reconsider may be made only by a Commissioner who voted on the prevailing side of the original vote or who was absent from the meeting when the original vote occurred. When a majority of the Commissioners present vote in the affirmative but the question is lost because the concurrence of a greater number is necessary for adoption or passage, any Commissioner may move for a re-consideration. If a motion to reconsider is lost, it shall not be renewed again.
- **B. ELIGIBILITY FOR CONSIDERATION.** A motion to reconsider a vote shall not be entertained:

- (1) If the approved action has been partially or fully carried out;
- (2) If a contract, when the party to the contract has been notified of the outcome;
- (3) If an ordinance or other action taken after a required public hearing; or
- (4) If the vote has caused something to be done that is impossible to undo.
- C. **DISPOSITION.** If a motion to reconsider the vote on a main question is made immediately after such vote is taken, it may, at the option of the mover, be decided immediately or left pending. If it is made other than immediately after such vote is taken, it shall be left pending for consideration by the Board and the item will need to be noticed prior to reconsidering. All motions to reconsider a particular vote not immediately disposed of shall be considered and disposed of at the same hearing or meeting.
- **D. EFFECT.** Adoption of a motion to reconsider a vote shall rescind the original action; therefore a new motion, second, and vote is required to take formal action on the item, if desired, and may take place at a future meeting. If a motion to reconsider a vote is not brought forward in a timely manner, yet a Commissioner would like to revisit the issue, the item may be placed on a future agenda provided that (1) new information has been discovered that if known at the time of the original vote, the outcome may have been different; (2) a majority of the Board approves; and (3) none of the instances set forth above that would prohibit a motion to reconsider a vote exist.
- **2.165 RULES OF ORDER AND DEBATE.** This section sets forth the rules of debate to maintain decorum, the various motions available for use by the Board, and related matters.
- **A. OBTAINING THE FLOOR.** A Commissioner desiring to speak should address the Chairman and, upon being recognized by the Chairman to speak, should address his/her remarks and inquiries to the question under debate.
- (1) A motion must be accepted by the Chairman before it is officially on the floor and eligible for debate.
- (2) When a motion is made and seconded, it is under consideration and no other motion shall be received thereafter, except: (a) to continue to a date certain, (b) to substitute, (c) to amend until the question is decided, or (d) to call the question. These motions listed in this paragraph shall have preference in the order in which they are listed.
 - (3) The maker of a motion shall be entitled to the floor first for debate.
- (4) A Commissioner recognized by the Chairman to speak should not be interrupted when speaking unless to call said Commissioner to order. In such an event, the Commissioner should cease speaking until the question of order is determined, without debate, by the Chairman. If in order, the Commissioner may continue speaking.
- (5) A Commissioner shall be deemed to have yielded the floor when the Commissioner has finished speaking.
 - (6) Non-member recognition shall be at the Chairman's discretion.
- **B. POINT OF ORDER.** Any member who believes that there has been a breach of the Board meeting procedures has a right to call immediate attention to the matter by raising a "point of

- order." A point of order (1) may interrupt a speaker who has the floor; (2) does not need to be seconded; (3) is not debatable; and (4) is decided by the Chairman. By motion and second, a decision of the Chairman on a point of order may be appealed to the Board and, without debate, the Chairman shall submit to the Board the question, "Shall the decision of the Chairman be sustained?" and the Board shall decide by a majority vote.
- C. CHAIRMAN MAY PARTICIPATE IN PROCEEDINGS. The Chairman may make motions, second motions, and debate, subject only to such limitations of debate as are enforced by these rules on all Commissioners and Section 2.95C. of these Policies and Procedures.

2.170 **VOTING.**

- **A.** The votes during all Board meetings should be transacted as follows:
- (1) All votes with the exception of the Board shall be taken by voice. In the case of any vote, if the Chairman is in doubt as to the outcome, or upon the request of a Commissioner for any reason, the Chairman shall call for a roll-call vote.
- (2) When the Chairman calls for a vote on a motion, every member, who was in the Commission chambers must give their vote, unless the member has publicly stated that he/she is abstaining from voting due to a conflict of interest, pursuant to section 112.3143 or section 286.012, *Florida Statutes*, or other Florida law.
- (3) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote, unless otherwise required by statute or ordinance.
- (4) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.
- **B. CHANGE OF VOTE.** After announcement of the results of a vote, no vote may be changed unless a motion to reconsider the vote is approved.
- **C. PROXY VOTING PROHIBITED.** A Commissioner shall not vote for another Commissioner, nor shall any person not a Commissioner cast a vote for a Commissioner. Commissioners must be present and cast their own vote.
- **D. TIE VOTE.** A tie vote shall result in the failure of the motion; however, there is no prevailing side for the purposes of a motion to reconsider the vote. Any Commissioner may, at the next regular meeting and with approval by a majority of the Board, request that the item be placed on a future agenda for consideration.
- **E. VOTING CONFLICTS.** No Commissioner shall vote on a matter when the Commissioner has a voting conflict pursuant to sections 112.3143 or 286.011, *Florida Statutes*. If a Commissioner abstains from voting to avoid a legal conflict of interest, he/she shall file a Form 8B with the Clerk describing the nature of his/her interest in the matter. The Clerk will and incorporate the Form 8B into the minutes of the meeting. This form must be filed within fifteen (15) days following the Board meeting.

2.175 PUBLIC PARTICIPATION BEFORE THE BOARD.

- **A. CITIZEN INPUT.** The Board recognizes the important right of all citizens to express their opinions on the operation of County government and encourages citizen participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings so that County business may be completed efficiently, effectively, and timely. Members of the public wishing to speak at Board meetings shall comply with the procedures set forth below.
- **B. DESIGNATED TIME FOR PUBLIC COMMENTS.** Members of the public are provided two opportunities to address the Board:
- (1) Public comments on items appearing on the agenda. Citizens may address the Board regarding items appearing on the agenda for that meeting. These comments will be made during the time period in which that agenda item is before the Board and be limited to the agenda Item under consideration.
 - (a) Consent Agenda. Prior to Board approval of the Consent Agenda, public comment will be accepted. One speaker form identifying all item(s) of interest shall be submitted to County staff prior to the beginning of public comment. The Chairman will ask staff to call the name of each speaker. If more than one item is identified, the three-minute allotment may be extended at the Chair's discretion.
- (2) Public comments on non-agenda items. Citizens may address Board regarding items not on the agenda during the Public Comment portion of the meeting, typically occurring at the end of the meeting, following District Reports. This comment period shall be limited to 30 minutes in total. Individuals participating in County proceedings must limit their comments to matters related to County business. Comments unrelated to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. In most cases, the Board shall not take final action on public comment items presented at the same meeting but may refer the item to the County Manager or County Attorney for action or input.
- (3) The Board is not required to give members of the public an opportunity to be heard on a proposition under the following circumstances (*see* §286.0114(3), Fla. Stat.):
 - (a) When an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if providing an opportunity to be heard would cause an unreasonable delay in the ability of the Board to act;
 - (b) When an official act of the Board involves no more than a ministerial act including, but not limited to, approval of the agenda, approval of the minutes, and ceremonial proclamations; or
 - (c) When an Agenda Item or portion of a meeting is exempt from public observation or participation pursuant to section 286.011, *Florida Statutes*, including, but not limited to, Attorney-Client Sessions, Executive Sessions, and Risk Management Program Sessions.
- **C. MANNER.** Upon recognition by the Chairman, each person addressing the Board shall step up to the speakers' podium and give his/her name and address for the record. No person other

than a member of the Board and the person having the floor shall be permitted to enter into any discussion without the permission of the Chairman. All remarks shall be addressed to the Board as a body and not to any individual Commissioner, County staff, or the audience. Commissioners may ask questions of the speaker after his/her uninterrupted comments have been made. Question shall not be directed to a Commissioner or staff except through the Chairman. Generally, public comment from an individual on a single matter will be limited to one comment opportunity per meeting.

- D. **SPEAKER FORMS.** Any member of the public wishing to speak before the Board or who wants to make their position known but does not want to address the Board shall complete a "speaker form" and present the card to staff in the Board Chambers for forwarding to the Chairman prior to the start of public comment. All speaker forms must be presented to staff prior to the opening of public comment, no forms will be accepted after public comment has begun. Only those individuals who have submitted speaker forms and who have been recognized by the Chairman may address the Board. Any member of the public who has filled out a form must be present when the Chairman announces the person's name if they desire to be recognized. If an individual does not wish to speak and instead submits a form with his/her comment noted, it is within the Chairman's discretion to read the comment into the record. If the Chairman does not read the comment, the speaker form is nonetheless submitted as part of the official record. In any event, a speaker form will not be read into the record if the citizen submitting same is not present when the item is being discussed. As a general practice, speaker forms will not be accepted after presentation of an agenda item has begun; however, the Chairman has the discretion to accept additional speaker forms. Speaker forms are considered public records and are to be submitted to the Minutes Clerk before the meeting adjourns. A member of the public may be allowed to address the Board prior to completing a speaker form, at the discretion of the Chairman, but must complete and submit a speaker form afterwards.
- **E. CIVILITY.** All public comments and any multimedia shown or material distributed shall avoid personal attacks, abusive language, and redundancy. The Chairman may curtail repetitious comments. No person attending a Board meeting is to harass or otherwise disturb any other person in the room. Any person making impertinent or slanderous remarks or whose behavior is disruptive shall be subject to removal from the Board Chambers, or such other action as may be appropriate, and barred from making any additional comments during the meeting by the Chairman, unless permission to continue or again address the Board is granted by a majority vote of the Board members present.
- **F. RELEVANCY.** Comments shall be limited to the subject being considered by the Board. Comments involving non-agenda items should be related to issues under the purview of the Board of County Commissioners.
- G. ALLOTTED TIME. Each member of the public shall be granted three (3) minutes to speak. The Chairman may adjust maximum speaking time up or down as the circumstances may dictate; the Chairman may also provide an additional three (3) minutes to an individual who can demonstrate that he/she is an official representative of a formally established entity such as a homeowners association or advocacy group. Such representative shall be able to demonstrate that he/she is the official designated individual to speak on behalf of that entity and its members. This authorization will be in the form of a letter from the HOA/organization, or a copy of the current entity's business license/current registration with the Florida Division of Corporations. As such,

it will be agreed such person is speaking for that entity and its members. Allowing the use of a speaker's time by another individual will not be permitted. In the event more than twenty (20) people indicate their desire to speak on the same or a related subject, the Chairman may establish a maximum time limit, not to exceed one hour, for public comments. The Chairman may also assign time limits for proponents and opponents to address an item. In any event, the Chairman shall have the discretion to adjust speaking time limits as he/she deems appropriate.

- the public desiring to submit information to the Board relevant to the item may do so only when they are at the podium and recognized to speak. No motion to receive and file any submission by the public is necessary to make same a part of the record as all items presented to the Board at the meeting shall automatically be placed into the record. Speakers should be prepared to leave all submitted documents, photos, presentations, etc. with the Clerk for incorporation into the record. Due to time constraints, there shall be no expectation that the Board will read any information submitted at a Board meeting. Early submission of information relevant to an item appearing for Board consideration is encouraged. The public is authorized to use multimedia supportive of their comments. In order to ensure accommodation of technical needs, multimedia is to be submitted to the County Manager's Office five (5) working days prior to the Board meeting.
- I. EMPLOYEES. Employees of the County may address the Board on matters of public concern in their capacity as a private citizen. Employees or those speaking on their behalf shall not be permitted to address a grievance/arbitration or employee appeal matter during the public comment period. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.
- **J. ACCESSIBILITY.** All persons with disabilities shall be provided reasonable assistance to enable them to effectively participate in Board meeting



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In accordance with Section 125.66(3)(c), Florida Statutes, and Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution, the Board of County Commissioners shall prepare or cause to be prepared a business impact estimate in accordance with the statute and the Charter. The business impact estimate must be posted on the county's website no later than the date that the notice of proposed enactment is published, pursuant to paragraph (2)(a) of the statute, and must include all of the following:

Describe Project/Proposal, including the Public Purpose.

- Summary of proposed ordinance or resolution.
- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.

Ordinances and resolutions are exempt from the completion of a Business and Economic Impact Statement form if the ordinance does not have an economic cost to the taxpayers of Seminole County. (*Per, Seminole County Home Charter Section 2.2 D.*)

The following types of ordinances are exempt from the Business and Economic Statement requirement under F.S. 125.66(3)(c). As such, if one or more boxes are checked below, Seminole County believes that a Business and Economic Impact Statement is not required by state law for the proposed ordinance referenced above.

Seminole County reserves the right to revise this Business and Economic Impact Statement following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement or
- ☐ The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County.

- An estimation of the direct economic impact on the county's regulatory costs, including revenues from new charges or fees
- An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following, if any:
 - An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
 - Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
 - An estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.



SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY REVISING APPENDIX A, OPERATING POLICIES & PROCEDURES OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS; 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 County is updating information regarding the duties and activities of the County Commissioners and other officers, and other operational issues; and

WHEREAS, the procedures adopted in this Resolution are necessary to safely conduct the business of the County and provide notice, fair procedure, public participation, and a sufficient opportunity to be heard in accordance with Chapter 286, Florida Statutes, and the Florida Constitution.

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

Resolution Amending Operating Policies and Procedures of the Board of County Commissioners
Page 1 of 2

DRAFT – Not for Execution May 7, 2024 version

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. Amendment to Seminole County Administrative Code. Appendix A to the Seminole County Administrative Code is hereby amended as shown on Exhibit A, attached to this Resolution.

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

ADOPTED this 14th day of May, 2024.

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GRANT MALOY Clerk to the Board of By: JAY ZEMBOWER, Chairman	ERS
GRANT MALOY JAY ZEMBOWER, Chairman	
Clerk to the Board of	
Clerk to the Dourd of	
County Commissioners of	
Seminole County, Florida	
Attachment:	
Exhibit A - Appendix A - Operating Policies & Procedures of the Seminole County BOCC	
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Resolution Amending Operating Policies and Procedures of the Board of County Commissioners Page 2 of 2

OPERATING POLICIES & PROCEDURES of the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

TABLE OF CONTENTS

TABLE OF CONTENTS

INTRODUCTION

AUTHORITY
PURPOSE
AMENDMENTS
SUSPENSION OF OPERATING POLICIES & PROCEDURES
DEFINITIONS

SECTION 1.

ORGANIZATION, POWERS, DUTIES, AND RESPONSIBILITIES OF OFFICERS

- 1.5 BOARD OF COUNTY COMMISSIONERS
- 1.10 COUNTY COMMISSIONERS
- 1.15 NEWLY ELECTED COMMISSIONERS
- 1.20 COMMISSIONERS SUBJECT TO STANDARDS OF CONDUCT
- 1.25 COMMISSION OFFICE
- 1.30 COMMISSIONER CORRESPONDENCE AND COMMUNICATION
- 1.35 COMMISSIONER TRAVEL
- 1.40 DUTIES OF THE CHAIRMAN AND VICE CHAIRMAN
- 1.45 REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS
- 1.50 BOARD COMMITTEE APPOINTMENTS
- 1.55 BOARD REPRESENTATION AT OTHER MEETINGS
- 1.60 COMMISSIONER COMMITTEE APPOINTMENTS
- 1.65 REPLACEMENT OF CHAIRMAN AND VICE CHAIRMAN
- 1.70 COUNTY MANAGER
- 1.75 COUNTY ATTORNEY
- 1.80 DEPUTY COUNTY MANAGER
- 1.85 ASSISTANT COUNTY MANAGER
- 1.90 DEPARTMENT DIRECTORS AND CHIEF ADMINISTRATORS
- 1.95 COMMISSIONERS' RELATIONSHIP TO EMPLOYEES

SECTION 2.

LEGISLATION AND MEETING PROCEDURES

- 2.5 MANNER OF LEGISLATION
- 2.10 PREPARATION OF LEGISLATION
- 2.15 GENERAL FORMAT OF LEGISLATION
- 2.20 BUSINESS AND ECONOMIC IMPACT STATEMENT
- 2.25 PROCLAMATIONS
- 2.30 MEETINGS GENERALLY
- 2.35 **REGULAR MEETINGS**
- 2.40 WORK SESSION

- 2.45 SPECIAL MEETINGS
- 2.50 EMERGENCY MEETINGS
- 2.55 MEETINGS CANCELLATION
- **2.60 MINUTES**
- 2.65 BOARD MEETINGS OPEN TO THE PUBLIC
- 2.70 PHYSICAL PRESENCE OF COMMISSIONERS
- 2.75 MEETING AGENDA
- 2.80 SETTING THE AGENDA
- 2.85 CONTINUING AGENDA ITEMS
- **2.90 OUORUM**
- 2.95 PRESIDING OFFICER
- 2.100 RULINGS BY THE CHAIRMAN, APPEALS
- 2.105 ORDER OF BUSINESS FOR BOARD MEETINGS
- 2.110 APPEALS OF BOARD DECISIONS; MEETING RECORD
- 2.115 CONSIDERATION OF REGULAR AGENDA ITEMS
- 2.120 PUBLIC HEARINGS
- 2.125 QUASI-JUDICIAL HEARINGS
- 2.130 BOARD TO PROMOTE AND PRESERVE DECORUM AND CIVILITY
- 2.135 MANNER OF SPEAKING
- 2.140 DISRUPTION OF MEETING
- 2.145 PROMPTNESS OF ATTENDANCE; ABSENCE FROM MEETINGS
- **2.150 MOTIONS**
- 2.155 MOTIONS: HOW MADE, WITHDRAWAL
- 2.160 MOTIONS TO RECONSIDER A VOTE
- 2.165 RULES OF ORDER AND DEBATE
- **2.170 VOTING**
- 2.175 PUBLIC PARTICIPATION BEFORE THE BOARD

INTRODUCTION

AUTHORITY.

Except as may be provided in the Seminole County Home Rule Charter (Charter), or by these Policies and Procedures, or by questions of order, the methods of organization and the conduct of business of the Board of County Commissioners shall be governed by the policies and procedures set forth hereinthese Policies and Procedures.

PURPOSE.

These Policies and Procedures are intended to provide for the efficient and orderly operation of the Board. Non-compliance of any particular policy or procedure shall not independently be grounds for the invalidation of any Board action.

AMENDMENTS.

Any Commissioner may propose amendments to the Operating Policies and Procedures. A proposed change to the Policies and Procedures must be submitted in writing to the Chairman and the County Manager. Amendments to the Policies and Procedures can be accomplished only by a formal amendment to the Seminole County Administrative Code approved by a majority vote of the full Board.

SUSPENSION OF OPERATING POLICIES & PROCEDURES.

A motion to suspend the Operating Policies and Procedures may be made by any Commissioner. A suspension is a non-debatable motion. The Operating Rules and Policies may be suspended by a majority plus one vote of the Commissioners present. Once suspended, the policies policies and procedures remain suspended only for the time indicated in the motion.

DEFINITIONS.

As used herein, these enumerated terms shall be defined as follows:

- 1. "Board" shall mean the Seminole County Board of County Commissioners.
- 2. "Commissioner" shall mean the individual elected or appointed to the Board of County Commissioners.
- 3. "County Manager" shall mean the person appointed by the Board, and as designated in the Charter, to serve as the Chief Executive Officer in a full time or interim capacity, or his/her designee.
- 4. "County Attorney" shall mean the person appointed by the Board, and as designated in the Charter, in a full time or interim capacity, or his/her designee.
- 5. "the Clerk" shall mean the person elected or appointed to the position of the Clerk of the Circuit Court, or his/her designee.

SECTION 1 ORGANIZATION, POWERS, DUTIES, & RESPONSIBILITIES OF OFFICERS

SECTION 1. ORGANIZATION, POWERS, DUTIES, AND RESPONSIBILITIES OF OFFICERS

- **1.5 BOARD OF COUNTY COMMISSIONERS.** The Board of County Commissioners shall has the authority to exercise all legislative authority provided by the Seminole County Home Rule Charter in addition to any other powers and duties authorized by general law or special law. The Board shall set policy by means of ordinances, resolutions, and motions; assureensure that there are qualified people for implementing those policies by appointing and removing the County Manager and County Attorney, and by confirming the appointment of Deputy County Managers, Assistant County Managers, Chief Administrators, and department heads.
- **1.10 COUNTY COMMISSIONERS.** The powers, duties, and responsibilities of each Commissioner are set forth in the Constitution, the Laws of the State of Florida, and the Seminole County Home Rule Charter.
- 1.15 NEWLY ELECTED COMMISSIONERS. The term of Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Sectionsection 100.41041, Florida Statutes. A swearing-in ceremony for newly elected Commissioners will be coordinated by the County Manager's Office. The County Manager shall develop and administer an orientation program for all new Commissioners—and their aides, with supportive documents and materials. Newly elected Commissioners are encouraged to enroll in and attend the New Commissioner Training Program offered through the Florida Association of Counties.

1.20 COMMISSIONERS SUBJECT TO STANDARDS OF CONDUCT.

- **A.** Each Commissioner is subject to the standards of conduct set out in Part III, Chapter 112, *Florida Statutes*. By personal example and by admonition to colleagues whose behavior may threaten the honor of the Board, each Commissioner shall watchfully guard the responsibility of office. Each Commissioner will attend and receive annual ethics training as required by Sectionsection 112.3142, *Florida Statutes*.
- **B.** The manner in which an elected County Commissioner performs his/her duties and responsibilities has a direct impact on the quality of life of the citizens in Seminole County; the morale and job performance of County staff; and the efficacy and accountability of the other Commissioners with whom they serve. Therefore, in addition to the statutorily required standards of conduct, Commissioners shall adhere to the following tenets and shall hold one another accountable for conduct inconsistent with these principles:
- (1) Commissioners will remember always that their first and greatest concern must be the safety and welfare of citizens and the staff of the County.
- (1)(2) Commissioners will act collectively, not individually, when adopting and/or amending County legislation and governing policies, and when issuing decisions related to quasi-judicial matters; and acknowledge that it is behave as such to facilitate the role of the County Manager and staff to administer such legislation, policies, and decisions.
- (2)(3) Commissioners and their aides will **not attempt to manage executive activities**(a) by intruding into daily operations or spheres of responsibility designated by Charter to the

County Manager as the chief executive officer or to administrators acting as County Manager designees; or (b) by undermining the County Manager's authority.

- (3)(4) Commissioners will **represent the interests of the entire county** when making decisions and will rely upon available facts and their independent judgment, while placing significant value on objective evidence and the recommendations provided by the County Manager and other professional subject matter. Commissioners will avoid all conflicts of interest and avoid using their position as an elected County Commissioner for personal, professional, or partisan gain.
- (4)(5) Commissioners will **demonstrate dignity, respect, and courtesy** toward those with whom they contact in their capacity as a Commissioner, and will refrain from intimidation and ridicule of fellow Commissioners, the County Manager, staff, and other stake-holders in the county.
- (5)(6) Commissioners will **refrain from inappropriate language** including statements that are judgmental, malicious, threatening, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an elected official.
- (6)(7) Commissioners will **focus on solving problems**, and will maintain appropriate decorum and professional demeanor in the conduct of County business, working cooperatively and conscientiously with others as they request or receive information, examine data or weigh alternatives in the decision-making process.
- (7)(8) Commissioners will **demonstrate patience** and refrain from demanding interruptive access to staff or immediate responses or services when requesting information that requires significant staff time in research, preparation, or analysis or that will result in staff neglect of more urgent duties. Such requests will be made through the County Manager for scheduling and prioritizing or through consensus of the Board.
- (9) Commissioners and their aides will not call staff to meetings with constituents, vendors, or others without allowing staff time to prepare for the meeting or call.
- (8)(10) Commissioners will **devote sufficient time for adequate preparation** prior to Board meetings and will be in attendance, insofar as possible, at those meetings and all other scheduled events at which Commissioner participation is required. Commissioners will prepare themselves through study, inquiry, and thought so as to be informed thoroughly about issues to be discussed in public meetings, and will be focused on the issues and discussions during those meetings and not distracted by outside influences or technology.
- (9) Commissioners will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Commissioners, staff, and citizens of the county. Commissioners will actively and objectively listen to others' concerns or constructive criticisms.
- (10)(11) Commissioners will **refrain from any individual action that could compromise the integrity** of the County or fellow Commissioners, and will delineate clearly for any audience whether they are acting or speaking as an individual citizen or in their capacity as a representative of Seminole County.
- (11)(12) Commissioners will maintain confidentiality of privileged information and will abide by the *Government in the Sunshine Law* in both its spirit and its intent.

Commissioners will treat any information generated, stored, or sent through electronic means in the same manner as any written document that may be subject to Florida's Public Records Act, Chapter 119, *Florida Statutes*, and will not use electronic resources, including social media, to discuss with other Commissioners any matter that would be subject to the Government in the Sunshine Law, regardless of whether the communication occurs on a personal device or through a County-owned account or equipment.

- (12)(13) Commissioners will **promote constructive relations in a positive climate** with all employees as a means to enhancement of productivity and morale. Commissioners will support employment of best qualified persons for staff positions, and will recognize the achievements of staff and others sharing Seminole County's mission.enhance of productivity and morale.
- (13)(14) Commissioners will **update and improve their knowledge, contributions, and value to the County** by keeping abreast of current issues and trends through reading, continuing education, and training. Commissioners will study policies and issues of the County, State, and nation and will strive to attend training programs such as those offered through the Florida Association of Counties, National Association of Counties, and other professional organizations with a continuing goal to improve their individual performance as an elected County Commissioner.
- (14)(15) Commissioners will **value and assist fellow Commissioners** by exchanging ideas, concerns, and knowledge gleaned from their own research or training. Commissioners will help build positive community support for the County—in general, and with respect to particular actions, by cooperation and mutual exchanges of praise when deserved, apologies when mistaken, and recommendations when needed.
- (15)(16) Commissioners will, while taking a stand for their individual beliefs, remain flexible enough to <u>understandrespect</u> others' views. Commissioners will recognize that they share in the responsibility for all Board decisions and will accept the will of the majority.
- (16)(1) Commissioners will remember always that their first and greatest concern must be the safety and welfare of citizens and the staff of the County.
- **C.** The Board shall formally and publicly affirm the above tenets of conduct at its annual Reorganization Meeting.
- **1.25 COMMISSION OFFICE.** The Commission Office is an organizational division of the County government responsible for administrative support to the Board and the individual Commissioners in the performance of their legislative functions under the Constitution and Laws of the State of Florida and the Seminole County Home Rule Charter. The County Manager's Office shall coordinate the administrative support functions of the Commission Office and is responsible for ensuring the efficient procedural operations of the Office pursuant to and in accordance with the Seminole County Administrative Code.
- A. **EXECUTIVE ASSISTANTS.** The County will provide Commission Office Executive Assistants to facilitate the performance of each Commissioner's individual duties and responsibilities.

- (1) The number of Executive Assistants assigned to support the Commission Office and the Commissioners shall be established by the Board through its budgetary authorization of such positions. Authorized Executive Assistant positions may not be eliminated while occupied unless part of a formal reduction in force effort.
- (2) Commission Office Executive Assistants will be deemed members of the executive branch of County Government, and will be employees of the County Manager; however, the County Manager may delegate supervisory authority over the Executive Assistant(s) to the individual Commissioners in a manner not inconsistent with the Seminole County Home Rule Charter. Such supervisory authority may include, but is not limited to, assignment of tasks, authorization of leave, approval of timesheets, and evaluation of performance. The execution of this supervisory authority must be consistent with the policies outlined within the Seminole County Administrative Code.
- (3) Upon the vacancy of any authorized Commission Office Executive Assistant position, the County Manager, or his/her designee, will coordinate the recruitment of a new Executive Assistant with the Commissioner(s) to whom the Executive Assistant position is assigned. Final selection of a candidate to fill the vacancy will be at the discretion of the Commissioner(s) to whom the Executive Assistant will be assigned; however, prior to extension of a formal offer of employment, the affected Commissioner(s) shall consult with the County Manager, or his/her designee, to ensure consistency with County policies. Additionally, Commissioners shall consult with the County Manager, or his/her designee, prior to any disciplinary action or termination to ensure consistency with County policies. The Seminole County Administrative Code, including the Personnel Policies and Procedures, will apply to the Commission Office Executive Assistants in the same manner that such policies apply to all other employees of the County Manager.
- (4) In the event that the Board authorizes, through the budget or other action, fewer than five (5) Commission Office Executive Assistants, the County Manager shall coordinate the assignment of Executive Assistants to individual Commissioners, and in coordination with the Chairman, ensure sufficient support for each Commissioner.

B. ADMINISTRATIVE SUPPORT OF THE CHAIRMAN'S DUTIES.

- (1) In order to ensure continuity in form, process, and distribution, the County Manager's Office will provide administrative support to the Chairman with regard to correspondence that the Chairman drafts on behalf of the Board. The County Manager's Office will also assist in the coordination of the other duties and responsibilities of the Chairman's Office including, but not limited to the processing documents requiring the Chairman's signature; review of proclamations and ceremonial resolutions when prepared by others; maintenance of the schedule of Board meetings and work sessions; documentation of follow-up items from Board meetings; and coordination of Committee and Advisory Board appointments.
- (2) The Executive Assistant assigned to the Commissioner who is elected to serve as Chairman will maintain the Chairman's calendar and will be responsible for disseminating information that arrives in the Chairman's Office to other Commissioners' offices, appropriate County staff, and relevant outside agencies.

1.30 COMMISSIONER CORRESPONDENCE AND COMMUNICATION.

- A. FORMAL CORRSPONDENCE. CORRESPONDENCE. All formal correspondence by a Commissioner in an official capacity shall be prepared on official Board letterhead. Official correspondence may not be prepared on unofficial letterhead or on plain paper, and official Board letterhead shall not be used for the personal correspondence of any Commissioner. All authorized communications by a Commissioner in an official capacity shall be paid for by the County as funds allow. Nothing in this rule prevents the use of email for informal correspondence. All correspondence shall be in compliance with public records laws.
- **B. USE OF COUNTY RESOURCES.** Individual members of the Board of County Commissioners may request, through the County Manager's Office, assistance from the Office of Community Relations, as capacity permits, to develop information relating to the Board's activities, the operation of County business, or the implementation of County policies. Distributed information must be informational in nature, factual, and not contrary or detrimental to the Board's official position on a matter. Information distributed through Commission Offices must be nonpolitical, refrain from uncivil references to the personalities or opinions of any individual, and must represent the best interests of the County as a whole. All information developed in whole or in part by the Office of Community Relations on behalf of the Board or an individual Commissioner, will be distributed subsequent to review by, and approval of, the County Manager or his/her designee.

C. MASS MAILINGS.

- (1) When a Commissioner desires to send mail pieces that are identical or nearly identical in content, or which are to serve a common purpose, the Commissioner shall seek the approval of the Board.
 - (2) Approval of the Board shall not be required to mail:
 - (1) Commissioners are authorized to mail:
 - (a) Notifications of community and/or District meetings related to projects or initiatives that have been authorized by the Board and/or for which the County Manager has authorized staff engagement; or
 - (b) Notifications or informational items that serve a public purpose and that are intended and necessary to communicate critical information to the public. Such items must be reviewed by the County Manager prior to mailing to ensure compliance with this policy.
- (3)(2) This provision shall apply to mass mailings initiated by individual Commissioners, and shall not be construed to restrict a Commissioner's ability to respond to communications received from his/her constituents or other persons having legitimate business with Seminole County.

D. PROHIBITED COMMUNICATIONS.

- (1) Commissioners shall strictly adhere to the "blackout" period during the solicitation and procurement process.
- (2) Upon receiving notice from the County Attorney, Commissioners shall not discuss pending litigation, or the threat of litigation, with any attorney, party or party's representatives.

1.35 COMMISSIONER TRAVEL.

A. Commissioners are eligible for travel reimbursement in accordance with <u>Sectionsection</u> 112.061, *Florida Statutes*, subject to the availability of funding as authorized by the Board in the annual Budget.

B. AUTHORIZED TRAVEL.

- (1) Travel outside of Seminole County, including airfare, when a Commissioner is acting as an official representative of the County, or acting as the Chairman/Board appointed alternate due to the appointed Commissioner's absence.
- (2) Attendance at regional, state or national conferences conducted by organizations primarily consisting of government officials such as, but not limited to, the Florida Association of Counties (FAC) and National Association of Counties (NACo).
- (3) Any other travel authorized by the County-wide Travel Policy (Section 3.5 of the Administrative Code).
- (4) No reimbursement is authorized when travel is confined to the territorial limits of Seminole County.
- (45) Commissioners shall be entitled to mileage reimbursement in accordance with the Standard Mileage Rates issued by the Internal Revenue Service.
- C. APPROVAL. Expense reports will be submitted within 30 days of incurring the expense for review and approval by the County Manager, consistent with this Section and the County-wide Travel Policy. In the event that the County Manager is unable to confirm that a requested reimbursement is in compliance with the applicable policies, he/she shall refer the request to the Board Chairman for a final determination. The County Manager will provide a report to the Board regarding the usage and status of the approved travel budget on a quarterly basis.
- D. **REPORTS.** Annually, at the Reorganization Meeting, a Report of the previous 12 months of travel will be shared.

1.40 DUTIES OF THE CHAIRMAN AND VICE CHAIRMAN.

- A. CHAIRMAN. The Board shall annually elect one Commissioner as Chairman by majority vote. This election shall be held at the annual Reorganization Meeting of the Board. In the event of a Chair vacancy, the new Chairman shall be elected no later than the next regular meeting. In addition to his/her powers and duties as a Commissioner, the Chairman shall have the additional powers and duties limited to the following:
 - (1) Serve as presiding officer of the Board;
 - (2) Call the Board into regular and special session;
- (3) Sign ordinances, resolutions, and documents for the Board of County Commissioners:
- (4) Serve as the official representative and ceremonial dignitary for the County government;

- (5) Serve as administrator of the Commission Office with administrative authority and responsibility regarding the operation of the Commission Office. Such authority shall include the preparation and submission of the office budget, and the establishment of policies and procedures regarding the operation of the Office not in conflict with Board adopted policies and procedures.
- (6) Consult with the County Manager regarding the development of Board meeting agendas and the scheduling of Board work sessions and meetings;
- (7) Appoint Commissioners to local and regional boards and agencies, except where such appointment is required to be made by the Board; and
- (8(8) Annual performance review of County Manager and County Attorney coordinated through Human Resources.
- (9) Such other duties as may be assigned from time-to-time by the Board of County Commissioners.
- **B. VICE CHAIRMAN.** The Board shall annually elect one Commissioner as Vice Chairman. The Vice Chairman shall have all rights and duties of the Chairman during the temporary absence, disability, or conflict of the Chairman. Regular elections for vice chairman shall be held in conjunction with the election for chairman. In the event of a vacancy in the office of vice chairman, a new vice chairman shall be elected not later than the next regular scheduled meeting.

C. VACANCIES.

- (1) Whenever the Chairman is unable to perform the duties as the presiding officer (i.e. death, resignation, removal from office, permanently disabled) the Vice Chairman shall become the Chairman until a successor is elected by the Board.
- (2) Whenever the Vice Chairman is unable to perform his/her duties Vice Chairman (i.e. death, resignation, removal from office, permanently disabled) the Chairman shall appoint a temporary Vice Chairman to serve until the entire Board can elect a replacement. When the Board elects a new Vice Chairman of the Board, he/she shall serve for the remainder of the unexpired Vice Chairman term and until a successor is elected.

1.45 REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS.

A. REORGANIZATION MEETING. The Board shall hold a Reorganization Meeting each year at the conclusion of the regular meeting of the Board on the second Tuesday of November, except in general election years when the Reorganization Meeting shall occur on the second Tuesday following the general election. The Reorganization Meeting will be held in the Board Chambers. The newly elected Chairman and Vice Chairman shall take over their duties upon the conclusion of the Reorganization Meeting.

During an election year, the newly elected Commissioners will be sworn in before the reorganization of the Board.

B. PURPOSE OF REORGANIZATION MEETING.

(1) Administer the Oath of Office to newly elected Commissioners; and

- (2) Election of Chairman and Vice Chairman; and
- (2)(3) Public affirmation of the tenets of conduct set forth in section 1.20B. of these Policies and Procedures.
- C. OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS. The newly elected Commissioners will receive the oath of office by the judge or other official who has been selected by the incoming Commissioner to perform this duty. New Commissioners shall take an oath to support the Constitution of the United States and of the State of Florida, and to truly and faithfully discharge the duties of their office to the best of their knowledge and ability.
- **D. OFFICERS.** The elected officers of the Board shall be a Chairman and a Vice Chairman, who shall assume office immediately upon <u>electionthe conclusion of the Reorganizational Meeting</u>, and shall serve for a period of one (1) year unless otherwise designated by vote of the Board. During an election year, these officers shall be elected after the new Board has been seated.
- **E. METHOD OF ELECTION OF OFFICERS.** The Chairman and Vice Chairman shall be elected one at a time beginning with the Chairman. The County Attorney shall preside over the nominations and the election of the Chairman. The newly elected Chairman shall preside over the nominations and election of the Vice Chairman. Each nomination for office serves as a motion. The nomination need not be seconded. The different names shall be repeated by the presiding officer as they are moved. The vote shall be taken after the presiding officer declares that nominations are closed and shall be taken on each nominee in the order in which they were nominated until one is elected by a majority of the votes. No vote is required if only one candidate is nominated.
- 1.50 METHOD OF BOARD AND CHAIRMAN COMMITTEE APPOINTMENTS. After the electionWithin 10 days of the Vice ChairmanReorganizational Meeting, each Commissioner shall submit to the Chairman his/her requests for committee appointments a written request identifying those boards or committees to which he or she desires appointment as Commissioner Liaison. The Chairman shall appoint members of the Commissioners as Commissioner Liaison to those boards and committees over which he/she has appointment authority and shall seek conformation from the Board for committee Commissioner Liaison appointments that require such approval. Alternate appointments are only made when required by the Board's governing documents. Necessary committee Commissioner Liaison appointments shall be accomplished no later than the first Board meeting/work session in December of each year except for representation on the Value Adjustment Board. Annual appointments to the Value Adjustment Board shall take effect on May 1st of each year. The Chairman may remove the current Commissioner Liaison and appoint a different Commissioner Liaison in his/her stead at any time for a particular committee, board, authority, or council over which he/she has appointment authority.
- **1.55 BOARD MEMBER REPRESENTATION AT OTHER MEETINGS.** Unless otherwise directed by the Board or established by committee assignment, the Chairman will represent the Board at meetings, conferences, or other occasions involving other governmental entities, agencies, officials, or groups, or nongovernmental organizations, departments, agencies, or officials, and report back to the Board anything of significance. The Chairman may designate

another Commissioner to represent the Board. Neither the Chairman, nor his/her designee, shall have the power to act for or on behalf of the Board or the County, unless previously authorized to do so.

1.60 COMMISSIONER BOARD COMMITTEE APPOINTMENTS.

A. Commissioners may be appointed and removed from time to time as Commissioner Liaison to various committees, boards, authorities, and councils by the Chairman or the Board, depending on the appointment requirements for the specific committee, board, authority, or council. In the event that a majority of the Board should desire that a different Commissioner serve as the Commissioner Liaison to a particular committee, board, authority, or council over which the Board has appointment authority, the Board, upon the affirmative majority vote, may remove the current Commissioner Liaison and appoint a different Commissioner Liaison in his/her stead. The Chairman may remove the current Commissioner Liaison and appoint a different Commissioner Liaison in his/her stead at any time for a particular committee, board, authority, or council over which he/she has appointment authority.

B. Duties of each Commissioner Liaison include, but are not limited to:

- (1) Reasonably attempt to attend each meeting of the committee, board, authority, or council to which he/she is assigned as Liaison, and ensure that his/her Alternant (if one exists) attends in his/her stead if he/she is unable to:
- (2) Become knowledgeable with the procedures, authority and functions for the committee, board, authority, or council to which he/she is assigned;
- (3) Enhance and implement communication between the assigned committee, board, authority, or council and the Board; and
- (4) As part of the Commissioner's regular District Report, brief the rest of the Board on important matters related to the assigned committee, board, authority, or council.
- C. A Commissioner Liaison is not authorized to act on behalf of or in the place of the Board in relation to an assigned committee, board, authority, or council without specific and particular instructions by the Board. This provision shall not be interpreted to restrict the right of any Commissioner Liaison to exercise his/her right of free speech by informing any committee, board, authority, or council of the personal opinions or views of that Commissioner. In communicating with a committee, board, authority, or council, each Commissioner shall clearly state whether he/she is acting pursuant to a specific instruction from the Board or is speaking in his/her individual capacity with no authorization from the Board to influence, bind, or direct such committee, board, authority, or council.
- **D.** When a Commissioner is assigned to a committee, board, authority, or council and that liaison position is established by virtue of a statute, ordinance, or resolution, the Commissioner shall participate on that body as required by the respective statute, ordinance, or resolution. As an appointed member to a committee, board, authority, or council, a Commissioner Liaison will, as a representative of the Board, in good faith support the position the Board has taken, if any, on a particular matter. Where the Board has not taken a specific position on a particular matter, the appointed Commissioner Liaison will consider any prior Board consensus discussions or associated formal action as a guideline for feedback and decisions. If appointed to a committee,

board, authority, or council that is an advisory body to the Board, a Commissioner while sitting as a member of the Board is not restricted to voting the same way as the Commissioner voted on the advisory body in his/her liaison capacity.

1.65 REPLACEMENT OF CHAIRMAN AND VICE CHAIRMAN.

The Chairman and Vice Chairman serve at the pleasure of the majority of the Board and may be removed and replaced at the pleasure of a majority of the full membership of the Board.

- **1.70 COUNTY MANAGER.** The County Manager is the chief executive officer of the County and is responsible for departments and executive offices reflected herein. The County Manager serves at the pleasure of the Board and shall be responsible to the Board for the performance of such duties as prescribed by the Seminole County Home Rule Charter, County ordinances, direction from the Board and the laws of the State of Florida.
- **A. DUTIES AND RESPONSIBILITIES.** All executive responsibilities and <u>powerpowers</u> shall be assigned to and vested in the County Manager, and consists of the following powers and duties:
- (1) Carries out the directives and policies of the Board; enforces all orders, resolutions, ordinances, and regulations of the Board; and exercises all executive authority provided by the Seminole County Home Rule Charter, in addition to all powers and duties authorized by general or special law;
- (2) Selects, appoints, and directs the Deputy County Managers, Assistant County Managers, Department Directors, and Chief Administrators, and department heads.
- (3) Reports annually to the Board and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County, and the welfare of its residents;
- (4) Prepares and submits the annual budget and capital programs to the Board and executes the budget and capital programs in accordance with appropriations and ordinances enacted by the Board;
- (5) Ensures that all ordinances, resolutions, and orders of the Board and all laws of the State which are subject to enforcement by the County Manager, or by officers who are subject under the Charter to the County Manager's direction and supervision, are faithfully executed; and
- (6) Supervises, directs, and controls the operations of the executive branch of County Government consisting of the following departments and executive offices:
 - (a) Communications Department
 - (b) Community Services Department
 - (bc) Development Services Department
 - (c) (d) Emergency Management Department
 - (e) Environmental Services Department
 - (df) Fire /EMS Department

- (g) Fleet and Facilities Department
- (h) Human Resources Department
- (i) Information Services Technology Department
- (e) Leisure Services j) Innovation and Strategic Initiatives Department
- (f) Fire(k) Management and Budget Department
- (g(1) Parks and Recreation Department
- (m) Public Works Department
- (hn) Resource Management Department
- (i) Office of Economic Development and Community Relations
- (j) Office of Emergency Management
- (k) Office of Human Resources
- (1) Office of Organizational Excellence
- (m(o) Utilities Department
- (p) The County Manager has the authority to reorganize, restructure, and rename any department or executive office within the executive branch of the County Government, within the confines of the authorized budgetary resources, in order to maximize the efficiency and efficacy of the delivery of County services.
- (7) Ensures the proper management of County personal personnel matters as follows:
 - (a) Recommends to the Board a current position classification and pay plan for all positions funded by the Board;
 - (b) Selects, employs, and supervises all non-legal personnel and fills all non-legal vacancies and positions of employment under the jurisdiction of the County Manager. The employment of Deputy County Managers, Assistant County Managers, Chief Administrators, and all department directors shall require confirmation by the Board. As used herein, the term "non-legal" shall refer to County personnel or functions that are not part of the Office of the County Attorney; and
 - (c) <u>Suspend, dischargeSuspends, discharges</u>, or <u>removeremoves</u> any non-legal employee under the jurisdiction of the County Manager pursuant to administrative procedures and policies.
 - (d) Follows established personnel policies.
- (8) Carries into execution such other powers or duties as required by the Seminole County Home Rule Charter or prescribed by the Board including, by way of enumeration, but not limited, those powers and duties prescribed in Sectionsection 125.85, *Florida Statutes*.

- (9) Provides an annual report to the Board on Key Strategic Priorities.
- **1.75 COUNTY ATTORNEY.** The County Attorney is the chief legal counsel to the County and is the head of the County Attorney's Office. The County Attorney serves at the pleasure of the Board, shall provide legal services to the Board, County Manager, County departments and County boards and agencies as specified by County ordinances.
- **A. DUTIES AND RESPONSIBILITIES.** The duties and responsibilities of the County Attorney include:
 - (1) Provides advice and representation for the legislative branch;
 - (2) Provides advice and representation for the executive branch;
- (3) Provides advice and representation for Constitutional Officers created under Section 1(d) of Article VIII of the Florida Constitution, if requested by such officers and approved by the Board;
- (4) Prosecutes and defends all legal actions by and against the County as approved by the Board, or as directed by the Board; provided, however, the County Attorney is authorized and directed to take action on behalf of the County to protect the rights of the County in any legal action pending an appropriate opportunity to request required approval of the Board; and
- (5) Selects, employs and directs Deputy, Senior Assistant, and Assistant County Attorneys; the Legal Services Manager; and other paralegal and clerical positions as required to properly perform the duties of the office of County Attorney as funded by the budget adopted by the Board.
- (6) Ensures proper management of County legal personnel matters by recommending to the Board a current position classifications and pay plans for all positions funded by the Board

1.80 DEPUTY COUNTY MANAGER.

- **A.** The powers, duties and responsibilities of the Deputy County Manager shall include the following:
- (1) Coordinates and carries out administrative and operational functions of the County to meet the goals, objectives, and projects of the County working under the supervision of the County Manager;
- (2) Recommends hiring and termination of Department Directors for departments under assigned organizational responsibility;
- (3) <u>SupervisesSupports</u> and coordinates the activities of assigned departments and executive offices to <u>assureensure</u> compliance with County ordinances, policies, resolutions and directives:
 - (4) Recommends courses of action to the County Manager;
- (5) Assumes delegated executive and administrative duties as assigned by the County Manager;
 - (6) Undertakes tasks assigned by the County Manager;

- (7) Serves as Acting County Manager during absence as designated by the County Manager. If so designated, the County Manager shall provide notification of his/her delegation of authority to the Board, Department Heads, and Chief Administrators; and
 - (8) Represents the County at functions assigned by the County Manager.
 - (9) Develops Key Performance Indicators that align with Key Strategic Priorities.

1.85 ASSISTANT COUNTY MANAGER.

- **A.** The powers, duties and responsibilities of the Assistant County Manager shall include the following:
- (1) Coordinates and carries out administrative and operational functions of the County to meet the goals, objectives and projects of the County working under the supervision of the County Manager;
 - (2) Recommends courses of action to the County Manager;
- (3) Assumes delegated executive and administrative duties as assigned by the County Manager;
 - (4) Undertakes tasks assigned by the County Manager; and
 - (5) Represents the County at functions assigned by the County Manager.
 - (6) Develops Key Performance Indicators that align with Key Strategic Priorities.
- **1.90 DEPARTMENT DIRECTORS AND CHIEF ADMINISTRATORS.** Department Directors and Chief Administrators serve as part of the County Manager's executive leadership team.
- **A.** The powers, duties and responsibilities of each department director or chief administrator shall include the following:
- (1) Hires, terminates and directs employees within their department or executive office according to Personnel Policies;
- (2) Carries out the functions of the department or executive office and is responsible for meeting its short-range and long-range goals, objectives and projects; reports directly to the County Manager, the Deputy County Manager, or Assistant County Manager.
- (3) Undertakes any task of another department or executive office on a temporary basis as directed by the County Manager;
- (4) Delegates executive duties and responsibilities within the department or executive office as necessary provided that, except in the absence of the department director or chief administrator, overall responsibility shall not be delegated or relinquished by the department director or chief administrator;
- (5) Advises and assists other members of the executive leadership team on matters relating to the department/executive offices' responsibility and on matters of mutual responsibility;

- (6) Prepares and submits reports requested by the County Manager or the Deputy County Manager;
- (7) Prepares and maintains records, statistics, and reports as required by the County Manager or the Deputy County Manager;
- (8) Preserves and maintains all records, books and property in custody or under control of the department or executive office;
- (9) Prepares an annual budget for the department or executive office for review and processing in accordance with procedures established by the County Manager and administers the expenditures of the department or executive office within their approved budget;
- (10) Provides training of employees and maintenance of employee skills; provides for monitoring, and where appropriate for the adoption, of the latest improvements and developments in the department's area of responsibility; establishes, with the approval of the County Manager, such innovations and changes as may be of benefit to County government and the general public; and
- (11) Performs other functions, responsibilities, powers, and duties as directed by the County Manager or Deputy County Manager.
 - (12) Develops Key Performance Indicators that align with Key Strategic Priorities.
- 1.95 **COMMISSIONERS'** RELATIONSHIP TO EMPLOYEES. Individual Commissioners are prohibited from interfering with, or giving direction to, employees, officers, or agents under direct or indirect supervision of the County Manager or the County Attorney. This provision shall not be interpreted to prevent Commissioners, who are accountable to the citizens of Seminole County, from making, in the performance of their duties, reasonable inquiries and requests for information from County employees, officers or agents. Neither the County Manager, the County Attorney, nor any other County officer or employee shall interfere with rights of Commissioners hereunder. Commissioners will give staff, consultants, and vendors ample time to prepare for meetings and ample notice including the purpose and intended goal for meetings to facilitate the most efficient and effective outcome. The application, interpretation, or adjudication of any questions arising under this provision shall be the responsibility of the Board, whose determination shall be final.



SECTION 2 LEGISLATION AND MEETING PROCEDURES

SECTION 2. LEGISLATION AND MEETING PROCEDURES

2.5 MANNER OF LEGISLATION. The Board shall take official action only by means of ordinances, resolutions, or motions.

A. ORDINANCES.

- (1) For the purposes of these procedures, "ordinance" means an official legislative action of the Board, which action is a regulation of a general and permanent nature and enforceable as a local law.
- (2) Board action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- (3) All ordinances shall be introduced in writing and scheduled for public hearing after advertisement consistent with the requirements of law.
- (4) Emergency Ordinances. By vote of one more than simple the majority, the Board may, without notice or hearing, adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Sectionsection 125.66(3), Florida Statutes.

B. RESOLUTIONS.

- (1) For the purposes of these procedures, "resolution" means a legislative act of the Board concerning matters of County business and is formal statement of policy concerning matters of temporary or advisory character or a provision for the disposition of a particular item of the business of the Board.
- (2) Board action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

C. MOTIONS.

- (1) For the purposes of these procedures, "motion" means a proposal that certain action shall be taken or shall not be taken or a certain view be expressed.
- (2) A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.
- **2.10 PREPARATION OF LEGISLATION.** Legislation, in the form of ordinances or resolutions will usually be prepared by the County Attorney's Office. With the exception of ordinances dealing with individual land use or zoning matters, the preparation of any ordinance may be pursued only upon an affirmative consensus by a majority of the Board. Any ordinance or resolution not prepared by the County Attorney's Office shall be reviewed by the County Attorney's Office before presentation to the Board for consideration. All ordinances and resolutions prepared by or submitted to the County Attorney's Office shall be approved by his/her office as to form. "Honorary" resolutions do not require review by the County Attorney's Office.

2.15 GENERAL FORMAT OF LEGISLATION. Every ordinance or resolution shall embrace but one subject matter, and the subject shall be briefly expressed in the title. The title should be a general "table of contents" for the ordinance or resolution in order to assist with computer searches. No ordinance or resolution shall be revised or amended by reference to its title only. Ordinances and resolutions to revise or amend shall set out in full the revised or amended section, subsection or paragraph of a subsection, and revisions shall be clearly demonstrated through the use of mechanisms such as "strike-throughs" for deleted content, and "underlines" for added content.

2.20 BUSINESS AND ECONOMIC IMPACT STATEMENT.

A. PURPOSE. The purpose of the <u>Business and Economic Impact Statement (EIS)</u> is for use as a tool in the decision-making process that provides estimating of direct, quantifiable economic impacts upon citizens and taxpayers.

B. <u>EISBUSINESS AND ECONOMIC IMPACT STATEMENT</u> PREPARATION.

- (1) AnSection 125.66(3)(a), Florida Statutes, requires a Business and Economic Impact Statement—(EIS) shall be prepared by staff in conjunction with all ordinances presented to the Board, with the exception of those ordinances which adopt land use plan amendments and those ordinances that the BCC might specifically exempt from the EIS requirement. Text amendments to the comprehensive plan shall require an EIS. listed in Section 125.66 (3)(c).
- (2) The EISBusiness and Economic Impact Statement will be included within the staff report provided to the Board and shall substantially follow the form attached as Exhibit 1.
- (3) The <u>EISBusiness and Economic Impact Statement</u> will include <u>staff's best effortsa</u> <u>summary of the proposed ordinance, including a statement of the public purpose</u> to <u>quantifybe</u> <u>served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.</u>
- (4) The Business and Economic Impact Statement will also include staff's best efforts to estimate the direct economic impacts (i.e. estimated impact on the county's regulatory costs/, including revenues to County, from new charges or fees and an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following:
 - a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
 - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
 - c. As estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

- (5) The Business and Economic Impact Statement will provide the direct economic impact of the project/proposal by providing a good faith estimate of the number of businesses likely to be impacted, providing the property owners,—/taxpayers,—etc.) of implementing each ordinance proposal./citizens who are expected to be affected, and the impact to non-profit businesses.
- (4) The EIS will also include staff's best efforts to identify, but not quantify, the The Business and Economic Impact Statement identifies any potential indirect economic impacts—(i.e. perceived, positive/or_negative-impacts on property values, etc.) of each ordinance, that might occur as a result of the project proposal.
 - (6) (5) In no event shall staff utilize paid consultants to aid in the preparation of an EIS without prior approval of the Board/adoption of the ordinance.

2.25 PROCLAMATIONS.

- **A. PURPOSE**. The Board values the importance of taking the time to recognize and honor organizations, initiatives, and individuals who have made a positive impact on our community. Those honors are presented in the form of proclamations. A proclamation is an official document endorsed by the entire Board to commemorate a specific time period, event, or accomplishment impacting a large number of County residents. They may also be given for the purpose of raising awareness about an issue, to celebrate a milestone, or serve as an expression of support for individuals, community organizations, and businesses.
- **B. REQUESTING A PROCLAMATION.** Proclamations may be requested through the County Manager's Office as follows:
- (1) Requests should be submitted a minimum of four weeks in advance in order to allow adequate time for the request to be reviewed and approved.
- (2) All requests should clearly include the name, address and telephone number of the person making the request, as well as who will be present to accept the proclamation, including name and title.
- (3) Parties requesting a proclamation are required to provide a draft of the requested proclamation.
- (4) Proclamations must be of significance, interest, or relevance to County residents, businesses, initiatives, or programs.
- (5) Individuals requesting proclamations must be clearly associated with the entity, person, or subject matter being honored.
- (6) Only one recognition/proclamation will be issued per year per organization, individual and/or event.
- (7) The County reserves the right to edit for size and content; modify as to form; or deny any proclamation.

C. APPROVAL AND PRESENTATION.

- (1) Proclamation and presentation requests are approved at the discretion of the Chairman.
 - (2) Reasonable attempts will be made to accommodate all requested dates.
- (3) Generally, no more than four (4) recognitions/Unless authorized by the Chairman, proclamations will be presented during a meeting.
- (4)(3) If a representative is not present, the proclamation will not be recognized during placed on the Board meeting Consent Agenda.
 - (5)(4) Proclamations will not be placed upon the agenda for:
 - (a) Matters of political controversy, ideological or religious beliefs, or individual convictions.
 - (b) Events, individuals or organizations with no direct relationship to Seminole County.
 - (c) Campaigns, organizations, individuals or events contrary to Seminole County Government policies.
 - (d) Groups, organizations, individuals, dates, events or causes that are associated with anything deemed immoral, unlawful, hateful, unjust or injurious to others by the Board.
 - (e) Posthumous.

2.30 MEETINGS GENERALLY.

- **A. VENUE.** Unless otherwise noticed, all regularly scheduled Board meetings shall be held in the Board Chambers located at 1101 East First Street, Sanford, or such place or time as may be approved by a majority consensus of the Board, and shall be open to the public and all news media. In case of special meetings, emergency meetings, or work sessions, the Board may select another meeting location within the County.
- **B. SCHEDULE.** A meeting schedule will be distributed <u>atto</u> the <u>start of eachBoard during</u> the December Board meeting for the next 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 resolution that an emergency exists and the action taken directly pertains to the emergency. Prior notice of the emergency meeting shall be given by the most appropriate and effective method(s) available under the circumstances. Continuity of government issues shall prevail. No other business shall be transacted at the meeting, and the minutes of each emergency meeting shall show the nature of the emergency and the manner and method of notice.
- **2.55 MEETINGS MEETING CANCELLATION.** On occasion a need may arise that requires the cancellation of a previously scheduled Board meeting. The Chairman, the County Manager, or the County Attorney may exercise authority and cancel a Board meeting. Each local media organization shall be notified of a Board meeting cancellation. The Notice of Cancellation must also be posted on the County's website, social media sites, and in the notice display case of the First Floor of the County Services Building.
- **2.60 MINUTES.** The Clerk shall take accurate minutes of the proceedings of every meeting of the Board, with the exception of statutorily closed sessions where no minutes are to be taken.

Unless a reading of the minutes of a meeting is requested by a majority of the Board, such minutes, when approved by the Board and signed by the Chairman and the Clerk, shall be considered approved without reading; provided that the Clerk delivered a copy thereof to each member of the Board at least two full business days preceding the meeting. The minutes of prior meetings may be approved by a majority of the members present, and upon such approval, shall become the official minutes.

- **2.65 BOARD MEETINGS OPEN TO THE PUBLIC.** All meetings of the Board shall be open to the public in accordance with the *Florida Government in the Sunshine Law*, Section 286.011, *Florida Statutes*.
- **A. EXCEPTIONS.** The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions (Section(§ 447.605(1), Florida Statutes); Fla. Stat.); meetings regarding risk management claims (Section(§ 768.28(15), Florida Statutes); 16), Fla. Stat.); and litigation meetings pursuant to Sectionsection 286.011(8), Florida Statutes. The Board shall follow all statutory requirements for exempt meetings.
- **B.** ACCESSIBILITY/SEATING CAPACITY. All meetings will be conducted in a building that is open and accessible to the public. Due to the need to comply with the fire code, there may be occasions when entrance by the public to the Board Chambers or other meeting room is limited. To the extent possible, alternative seating arrangements may be made.
- **C. PROHIBITED ITEMS.** For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in Board meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

2.70 PHYSICAL PRESENCE OF COMMISSIONERS.

- **A.** A Commissioner may be physically absent from a Board meeting but participate and vote in the meeting only when the following conditions exist:
- (1) The absent Commissioner is not needed for a quorum to be physically present at the meeting;
- (2) The absent Commissioner can hear the proceedings, and when appropriate equipment is available, can see the proceedings, for the entirety of the meeting;
- (3) The absent Commissioner can clearly be heard, and when the appropriate equipment is available, be seen, in the meeting room, for the entirety of the meeting; and
 - (4) The Commissioner is physically unable to attend the meeting and either:
 - (a) The Commissioner is undergoing medical treatment or experiencing physical infirmity; or
 - (b) An immediate family member (spouse, parent, child or sibling) is undergoing dramatic medical treatment or experiencing grave physical infirmity.

The Attorney General generally advises against allowing Commissioners to attend a meeting remotely.

- **B.** A Commissioner seeking to participate in a meeting of the Board who must be physically absent due to the conditions outlined above shall provide notice to the County Manager in advance of such absence so that the installation of appropriate equipment can occur to enable that Commissioner to participate in that meeting. The County Manager shall inform the other members of the Board of the planned absence.
- C. The requirement that Commissioners be physically present in order to participate and/or vote at a Board meeting may be waived during a declared Local State of Emergency to the extent permitted by law.

2.75 MEETING AGENDA.

- **A.** There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. All proceedings and the order of business shall be conducted in accordance with the official agenda.
- **B.** Any departure from the order of business set forth in the official agenda may occur upon consensus among a majority of the Commissioners present at the meeting.
- **C.** Additions, deletions, or corrections to the agenda may be considered by the Board and may be accepted through majority consensus. Items may be added to the agenda by four-fifths vote of the Board or when deemed necessary by the majority in emergency situations when the issues are time critical to the County. Non-agenda matters shall be confined to items that are informational only.

2.80 SETTING THE AGENDA.

- **A.** The County Manager shall, in consultation with the Chairman, prepare the agenda in an appropriate form approved by the Board. In order to conduct efficient meetings, the County Manager shall have broad discretion in managing the items to be placed on the agenda, including the authority to add or delete items, except for those items specifically directed for placement on the agenda by the Board.
- B. Each regular meeting agenda shall provide for a discussion of Future Agenda Items. Individual Commissioners wishing to place items on a future agenda shall submit a request to the County Manager at least fifteen (15) days before a regular meeting. The request shall identify the requesting Commissioner, and contain a brief description of the subject matter. County staff may assist in framing the request. Upon presentation of any request under the Future Agenda Items 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.B. 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 toin advance of the next regular Board meeting or Public Hearing, except when legally observed holidays affect copying and distribution with ample time to review. 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.

C. Nothing shall prevent a Commissioner from bringing an item before the Board at a public meeting for consideration and action by the Board; should staff require time to research the item, the Board shall designate a time certain to bring the matter back to the Board.

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 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.

2.90 QUORUM.

- A. A quorum for the transaction of business by the Board requires the physical presence of three (3) Commissioners. Except as provided in Section 212.70C of these Policies and Procedures, a quorum cannot be established with remote/virtual participation. Once a quorum has been established, a majority of Commissioners present at the meeting and eligible to vote shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5th) of the Board is required for approval of an item.
- **B.** If no quorum exists within thirty (30) minutes after the time designated for the meeting of the Board to commence or if a quorum is lost, the Chairman, or the Vice Chairman or, in their absence, the Commissioner with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.
- **C.** Any member of the Board who announces a conflict of interest on a particular matter and a decision to refrain from voting or otherwise participating in the proceedings related to that matter shall be deemed present for the purpose of constituting a quorum.

2.95 PRESIDING OFFICER.

- **A. CHAIRMAN TO SERVE.** The Chairman shall serve as the Presiding Officer unless unable to serve.
- **B. DUTIES OF PRESIDING OFFICER.** The duties of the presiding officer shall include the following:
 - (1) Call the meeting to order, having ascertained that a quorum is present;
- (2) Announce the order of business and insure the orderly disposition of the items on the agenda;
 - (3) State every question coming before the Board;
 - (4) Open and close all public hearings;
 - (5) Invite public comment;
 - (6) Announce the results of every vote;
- (7) Record the vote on all matters wherein the recording of the ayes and nays is required or requested;
 - (8) Recognize all Commissioners who seek the floor under correct procedure;
 - (9) Preserve order and enforce the rules of decorum and discipline;
- (10) Manage the meeting; including fair and efficient use of time and encouraging public participation throughout the meeting;
 - (11) Expedite business in every way compatible with the rights of Commissioners;
- (12) Declare the meeting adjourned at the conclusion of the agenda, or at any time in the event of an emergency affecting the safety of those present; and

- (13) Sign each written measure passed by the Board during the meeting at which he/she is presiding officer.
- **C. MOTIONS BY THE CHAIRMAN.** The Chairman shall have the same rights in debate as any other member.

2.100 RULINGS BY THE CHAIRMAN, APPEALS.

The County Attorney shall serve as the parliamentarian and advise and assist the Chairman on parliamentary issues, including questions of order and priority of debate. Any Commissioner may appeal the decision of the Chairman in which event a majority vote of the Board present shall conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided.

2.105 ORDER OF BUSINESS FOR BOARD MEETINGS.

- **A.** The business of all Regular Meetings of the Board should be transacted as follows unless the Board, by majority consensus, re-arranges agenda items to more expeditiously conduct the business before the Board:
 - (1) Call to Order by the Chairman.
- (2) Invocation when available. If no invocation is offered, a moment of silence will be observed.
 - (3) Pledge of Allegiance to be led by a Commissioner as designated by the Chairman.
 - (4) Proclamations, awards, recognitions, and special presentations.
 - (a) Unless authorized by the Chairman, there will be a limit of four (4) proclamations/recognitions per meeting.resolutions will be placed on the Consent Agenda.
 - (b) Requests and Special Presentations. A request or special presentation by a member of the public, another governmental agency, or a non-governmental organization or entity that requires discussion by the Board shall be limited to no more than (15) minutes for presentation prior to questions from the Board. The provisions of general law and these operating procedures shall govern whether prior notice of the request or special presentation must be published. Upon conclusion of the request or presentation, the Board may take action. Unless otherwise authorized by the Chairman, the number of requests and special presentations during a Regular Meeting shall be limited to three (3).
- (5) Announcements by the Chairman and presentation of amendments to the Agenda. An amendment to the agenda is a necessary addition to the regular or consent agenda and consists of items that are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be permitted only when warranted.
 - (6) Approval of the Consent Agenda.
 - (a) Prior to a vote on the motion to adopt the Consent Agenda, the public shall have the opportunity to provide comments on any item on the Consent

- Agenda. Public comment will be consistent with the rules for appearance before the Board as detailed herein. Politicking is prohibited during public comment.
- (b) Following the public comment on the Consent Agenda items, the Chairman shall inquire if any Commissioner wishes any item to be withdrawn from the Consent Agenda. If any member of the Commission Board requests an item be pulled from the Consent Agenda and discussed separately, the Chairman shall place the item at an appropriate place on the agenda for the current or a future meeting. If two Commissioners remove the same item from the agenda, the first Commissioner to indicate the removal will be the first to speak.
- (c) A motion to approve the Consent Agenda will have the effect of adopting all items on the Consent Agenda except the items that were pulled. Consent Agenda Items that are pulled for discussion will be approved separately.
- (7) Consideration of Regular Agenda Items. The County Manager shall schedule all Regular Agenda items so that they may be acted on in the timeliest manner. Consideration of a Regular Agenda item may not last more than one hour—unless the Board rules by majority consensus or passes a motion to extend the one hour limit.
 - (8) Informational Staff Briefings.
 - (a) County Manager Staff Briefings.
 - (b) County Attorney Staff Briefings.
- (9)(8) Public Hearings. Public Hearings and Quasi-Judicial Public Hearings are conducted by the Board on matters as required by Florida law (e.g. adoption of an ordinance, consideration of a re-zoning).
 - (a) Unless otherwise noticed, Public Hearings shall commence at 1:30 p.m.
 - (b) Public Hearings will not be scheduled on a "first come, first served" basis on the agenda, but rather the County Manager shall schedule Public Hearings so that they can be conducted in the most expeditious and timely manner.

(10)(9) Staff Reports.

- (a) County Manager's Report.
- (b) County Attorney's Report.
- (11) Future Agenda Items. Requests by individual Commissioners for placement of items on future agendas shall be considered by the Board at this time consistent with the procedures included herein.
- (12(10)Public Comment on Non-Agenda Items. A thirty (30) minute time-period will be provided for discussion of items NOT on the agenda. Speakers will be called in the order speaking request forms are received. There is a three (3) minute-time limit for all speakers, unless an individual has written documentation that they are representing a group, in which case six (6) minutes will be provided. Public comment will be consistent with the rules for appearance before

the Board as detailed herein. Politicking is prohibited during public commentin these Policies and Procedures, which includes that all comments solely pertain to County business. Any comments that do not pertain to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. If a speaker deviates from comments related to County business, the Chairman may interrupt or remove the speaker in accordance with Section 21.75D of these Policies and Procedures to ensure the meeting continues in an orderly manner.

(1311) District Reports. This time allotment shall be available for Commissioners to share announcements such as <u>future</u> community events, suggest future agenda items, report on Commissioner Liaison matters, propose advisory board appointments, or introduce an item of concern. Formal action may be taken on matters during District Reports upon consent of a majority of the Board.

(1412) Adjournment.

- **2.110 APPEALS OF BOARD DECISIONS; MEETING RECORD.** If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person will need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.
- **2.115 CONSIDERATION OF REGULAR AGENDA ITEMS.** Non-public hearing items that do not appear on the Consent Agenda shall be presented on the Regular Agenda. Items appearing on the Regular Agenda require Board direction, a policy decision, or are otherwise of great significance necessitating separate attention and action.
- **A.** Regular Agenda items shall be considered individually and the order of presentation shall generally be as follows:
 - (1) Chairman announces item.
- (2) Staff presentation describing the agenda item to be considered, and providing the staff recommendation, if any.
 - (3) Commissioner questions for staff (no debate).
 - (4) Applicant presentation (if applicable).
 - (5) Commissioner questions for the Applicant (no debate).
- (6) Public comment, if any. Public comment will be consistent with the rules for public participation before the Board as detailed herein.
 - (7) Public comment is closed.
 - (8) Applicant rebuttal (if applicable).
 - (9) Board follow-up.
 - (10) Motion made.
 - (11) Board discussion and amendments, if any.
 - (12) Vote taken at the conclusion of the Board discussion.

- **2.120 PUBLIC HEARINGS.** Public hearings are normally scheduled during Regular Meetings of the Board. Public Hearings. Unless otherwise required by law or specifically directed by a majority vote of the Board, all public hearings will be scheduled for the afternoon session, and will be heard in the order as they appear on the agenda.
- **A.** The procedures to be followed for public hearings are, generally, as follows:
- (1) The Chairman shall announce the Public Hearing and the topic being considered, and shall request that the Board accept the proof of publication of the item...
- (2) Staff presentation describing the agenda item to be considered, and providing the staff recommendation, if any.
 - (3) Commissioner questions for staff (no debate).
 - (4) Applicant presentation (if applicable).
 - (5) Commissioner questions for the Applicant (no debate).
- (6) After Commissioners' questions are answered, the Chairman opens the public hearing. Public comment will be consistent with the rules for public participation before the Board as detailed herein.
 - (7) Campaign rhetoric is prohibited during public comment.
 - (8) Following public comment (if any), the Chairman closes the public hearing.
 - (9) Board follow-up, if necessary.
 - (10) Motion made.
 - (11) Board discussion and amendments, if any.
 - (12) Vote taken upon the conclusion of the Board discussion.

2.125 QUASI-JUDICIAL HEARINGS.

A. QUASI-JUDICIAL POLICY STATEMENT. It shall be the general policy of the Board that the following statement of intent shall be applicable to all quasi-judicial public hearings, and that the Chairman or designee read this statement into the record prior to the commencement of any quasi-judicial proceeding before the Board: "While the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the Board's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Board during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by a County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony. All persons who present written materials to Board for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceeding and official minutes."

- **B. ORDER OF PROCEDURE FOR CONDUCTING THE HEARING.** The order of procedure to be followed for quasi-judicial hearings shall generally be as follows:
- (1) **Ex-Parte Disclosure Statement by the Chairman.** The Chairman shall make the following inquiry of the Commissioners: "Has any Commissioner received any oral or written communications regarding the quasi-judicial item? If so, please disclose the substance of the communication and identify the person making the communication." Disclosure must be made before or during the public meeting at which a vote is taken on quasi-judicial matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication. Documented ex-parte communications will be available during the public hearing, in writing or electronically.
- (2) **Staff Presentation of Application.** County staff shall describe the quasi-judicial item to be considered and will make a presentation pertaining to the item. Unless otherwise authorized by the Chairman, staff shall not exceed ten (10) minutes during its presentation. The Chairman shall then inquire as to whether the Commissioners have questions for the staff members who made the presentation.
- (3) **Applicant Presentation.** The applicant or his/her representative shall make a presentation pertaining to the application. The applicant will generally have up to fifteen (15) minutes to present the application unless this time is extended by consensus of the Board. Upon conclusion of the applicant's presentation, The Chairman shall inquire as to whether Commissioners have questions of the applicant and the applicant's representatives.
- (4) **Proponent and Opponent Presentations.** The Chairman shall next ask if any members in the audience in favor of the application wish to present evidence and testimony. The Chairman shall then invite all members of the public who are opposed to the application to present his/her testimony and evidence in support of his/her position. Public testimony will be consistent with the rules for public participation before the Board as detailed herein.in these Policies and Procedures. At the conclusion of the testimony, the Chairman shall ask if any of the Commissioners have questions of the witness.
 - (5) **Applicant Rebuttal.** There shall be an opportunity for applicant rebuttal.
- (6) **Board Motions to Approve or Deny.** The Chairman shall then inquire if any of the Commissioners wish to put forth a motion. If there is a second to the motion, the Commissioners may discuss the motion after which the Chairman shall call the vote. No motions shall be accepted by the Chairman until the close of the applicant's rebuttal and the public hearing portion of the hearing.
- (7) **Notice to the Applicant if Application is Not Approved.** If a motion is not passed in favor of the application, the application shall be deemed to be denied and the applicant shall be so notified by the Chairman.
- **C. EX-PARTE COMMUNICATIONS.** Section 286.0115, *Florida Statutes*, provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any Commissioner the merits of any matter on which the Board may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication:

- (1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Board (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
- (2) A Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Board (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.
- (3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Board. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.
- **2.130 BOARD TO PROMOTE AND PRESERVE DECORUM AND CIVILITY.** The Board expressly recognizes that promoting and preserving decorum and civility best enables the Board to fairly and expeditiously conduct the business of the County. While the Board is in session, the Chairman shall preserve order and decorum. A Commissioner shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Board, nor disturb any Commissioner while speaking or refuse to obey the orders of the Board or its Chairman.

2.135 MANNER OF SPEAKING.

- A. COMMISSIONERS. No Commissioner shall speak on any question or discuss any matter, nor interrupt another, nor make a motion without first being recognized by the Chairman. When two or more Commissioners seek recognition by the Chairman, the Chairman shall name the Commissioner who is to speak first. No Commissioner shall be interrupted by another without the consent of the Commissioner who has the floor, except by rising to a question of order. A Commissioner, in speaking on any matter, shall confine him/herself to the question, or matter before the Board, shall not use abusive language, and shall avoid commenting on personalities or character of other Commissioners, former Commissioners, other officials, staff, or the public.
- **B. THE PUBLIC.** Members of the public and designated representatives shall address their comments to the Board as a whole and not to any Commissioner individually, any group of Commissioners, or to County staff. Imposing a demand for an immediate response from the Board, and Commissioner, or County staff, during public comment shall be considered out of order. Persons shall not address the Board with personal, impertinent or slanderous remarks, or become boisterous. Individuals participating in County proceedings must limit their comments to matters related to County business. Comments unrelated to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. A Commissioner shall not engage in dialogue with persons making public comment unless the question or comment is directed through the Chairman or made with the permission of the Chairman.
- **2.140 DISRUPTION OF MEETING.** Any person disrupting a Board meeting by making personal, impertinent, or slanderous remarks or through boisterous behavior while the Board is in session, may be removed from the meeting. Such removal may be requested by the Chairman in his/her discretion, by consensus of the Board, or by the Sheriff's office if there is perceived to be

an immediate threat to any person. No demonstrations of approval or disapproval from the audience shall be permitted; and if, after warning by the Chairman, such demonstrations are made and result in a disruption of the meeting, the person(s) creating such disruption may be removed from the meeting. Alternatively, the Chairman may recess the meeting until order is restored.

- **2.145 PROMPTNESS OF ATTENDANCE; ABSENCE FROM MEETINGS.** Board members are expected to observe timely appearance at Board regular, work session, special meeting, or other official Board functions. Any member who is unable to timely attend any such meeting or function shall notify either the Chairman or the County Manager, prior to the meeting, if possible so that notice may be conveyed to all Board members. Any member present at any meeting of the Board will give notice to the Chairman if leaving the meeting for an extended period of time. Board members should schedule to allow for very short lunch breaks and the possibility of the meeting running long.
- **2.150 MOTIONS.** A motion is a proposal that the Board (1) take certain action; (2) direct that a specific action be taken on behalf of the County; or (3) express itself as holding certain views. A motion should be seconded before debate. The Chairman may allow the meeting to proceed without waiting for a second. A motion must have a second before being considered for a vote by the Board. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

2.155 MOTIONS: HOW MADE, WITHDRAWAL.

- **A.** Every motion shall be made orally, unless the Chairman requests that it be reduced to writing. When a motion is made and seconded, it shall be stated by the presiding officer or, his/her designee, and the mover shall have the floor. After a motion has been stated or read, it shall be deemed to be in the possession of the Board and shall be disposed of by vote of the Board.
- **B.** The mover may withdraw a motion, except a motion to reconsider, at any time before the same has been amended or before a vote shall have commenced, if a majority of the Board present consents.

2.160 MOTIONS TO RECONSIDER A VOTE.

- A. GENERALLY. A motion to reconsider a vote of the Board may be made at the same meeting or the next regular meeting held thereafter provided the next meeting is not more than thirty (30) days after the meeting at which the original vote occurred. A motion to reconsider may be made only by a Commissioner who voted on the prevailing side of the original vote or who was absent from the meeting when the original vote occurred. When a majority of the Commissioners present vote in the affirmative but the question is lost because the concurrence of a greater number is necessary for adoption or passage, any Commissioner may move for a re-consideration. If a motion to reconsider is lost, it shall not be renewed again.
- **B. ELIGIBILITY FOR CONSIDERATION.** A motion to reconsider a vote shall not be entertained:
 - (1) If the approved action has been partially or fully carried out;
 - (2) If a contract, when the party to the contract has been notified of the outcome;
 - (3) If an ordinance or other action taken after a required public hearing; or

- (4) If the vote has caused something to be done that is impossible to undo.
- **C. DISPOSITION.** If a motion to reconsider the vote on a main question is made immediately after such vote is taken, it may, at the option of the mover, be decided immediately or left pending. If it is made other than immediately after such vote is taken, it shall be left pending for consideration by the Board and the item will need to be noticed prior to reconsidering. All motions to reconsider a particular vote not immediately disposed of shall be considered and disposed of at the same hearing or meeting.
- **D. EFFECT.** Adoption of a motion to reconsider a vote shall rescind the original action; therefore a new motion, second, and vote is required to take formal action on the item, if desired, and may take place at a future meeting. If a motion to reconsider a vote is not brought forward in a timely manner, yet a Commissioner would like to revisit the issue, the item may be placed on a future agenda provided that (1) new information has been discovered that if known at the time of the original vote, the outcome may have been different; (2) a majority of the Board approves; and (3) none of the instances set forth above that would prohibit a motion to reconsider a vote exist.
- **2.165 RULES OF ORDER AND DEBATE.** This section sets forth the rules of debate to maintain decorum, the various motions available for use by the Board, and related matters.
- **A. OBTAINING THE FLOOR.** A Commissioner desiring to speak should address the Chairman and, upon being recognized by the Chairman to speak, should address his/her remarks and inquiries to the question under debate.
- (1) A motion must be accepted by the Chairman before it is officially on the floor and eligible for debate.
- (2) When a motion is made and seconded, it is under consideration and no other motion shall be received thereafter, except: (a) to continue to a date certain, (b) to substitute, (c) to amend until the question is decided, or (d) to call the question. These motions listed in this paragraph shall have preference in the order in which they are listed.
 - (3) The maker of a motion shall be entitled to the floor first for debate.
- (4) A Commissioner recognized by the Chairman to speak should not be interrupted when speaking unless to call said Commissioner to order. In such an event, the Commissioner should cease speaking until the question of order is determined, without debate, by the Chairman. If in order, the Commissioner may continue speaking.
- (5) A Commissioner shall be deemed to have yielded the floor when the Commissioner has finished speaking.
 - (6) Non-member recognition shall be at the Chairman's discretion.
- **B. POINT OF ORDER.** Any member who believes that there has been a breach of the Board meeting procedures has a right to call immediate attention to the matter by raising a "point of order." A point of order (1) may interrupt a speaker who has the floor; (2) does not need to be seconded; (3) is not debatable; and (4) is decided by the Chairman. By motion and second, a decision of the Chairman on a point of order may be appealed to the Board and, without debate, the Chairman shall submit to the Board the question, "Shall the decision of the Chairman be sustained?" and the Board shall decide by a majority vote.

C. CHAIRMAN MAY PARTICIPATE IN PROCEEDINGS. The Chairman may make motions, second motions, and debate, subject only to such limitations of debate as are enforced by these rules on all Commissioners and Section 2.95C. of these procedures Policies and Procedures.

2.170 VOTING.

- **A.** The votes during all Board meetings should be transacted as follows:
- (1) All votes with the exception of the Board shall be taken by voice. In the case of any vote, if the Chairman is in doubt as to the outcome, or upon the request of a Commissioner for any reason, the Chairman shall call for a roll-call vote.
- (2) When the Chairman calls for a vote on a motion, every member, who was in the Commission chambers must give their vote, unless the member has publicly stated that he/she is abstaining from voting due to a conflict of interest, pursuant to <u>Sectionsection</u> 112.3143 or <u>Sectionsection</u> 286.012, *Florida Statutes*, or other Florida law.
- (3) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote, unless otherwise required by statute or ordinance.
- (4) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.
- **B. CHANGE OF VOTE.** After announcement of the results of a vote, no vote may be changed unless a motion to reconsider the vote is approved.
- **C. PROXY VOTING PROHIBITED.** A Commissioner shall not vote for another Commissioner, nor shall any person not a Commissioner cast a vote for a Commissioner. Commissioners must be present and cast their own vote.
- **D. TIE VOTE.** A tie vote shall result in the failure of the motion; however, there is no prevailing side for the purposes of a motion to reconsider the vote. Any Commissioner may, at the next regular meeting and with approval by a majority of the Board, request that the item be placed on a future agenda for consideration.
- **E. VOTING CONFLICTS.** No Commissioner shall vote on a matter when the Commissioner has a voting conflict pursuant to <u>Sections sections</u> 112.3143 or 286.011, *Florida Statutes*. If a Commissioner abstains from voting to avoid a legal conflict of interest, he/she shall file a Form 8B with the Clerk describing the nature of his/her interest in the matter. The Clerk will and incorporate the Form 8B into the minutes of the meeting. This form must be filed within fifteen (15) days following the Board meeting.

2.175 PUBLIC PARTICIPATION BEFORE THE BOARD.

A. CITIZEN INPUT. The Board recognizes the important right of all citizens to express their opinions on the operation of County government and encourages citizen participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings so that County business may be completed efficiently, effectively, and timely.

Members of the public wishing to speak at Board meetings shall comply with the procedures set forth below.

- **B. DESIGNATED TIME FOR PUBLIC COMMENTS.** Members of the public are provided two opportunities to address the Board:
- (1) Public comments on items appearing on the agenda. Citizens may address the Board regarding items appearing on the agenda for that meeting. These comments will be made during the time period in which that agenda item is before the Board and be limited to the agenda Item under consideration.
 - (a) Consent Agenda. Prior to Board approval of the Consent Agenda, public comment will be accepted. One speaker form identifying all itemsitem(s) of interest shall be submitted to County staff who-will-pass-it-on-prior to the beginning of public comment. The Chairman-will ask staff to call the name of each speaker. If more than one item is identified, the three-minute allotment may be extended at the Chair's discretion.
- (2) Public comments on non-agenda items. Citizens may address Board regarding items not on the agenda during the Public Comment portion of the meeting, typically occurring at the end of the meeting, following District Reports. This comment period shall be limited to 30 minutes in total. <u>Individuals participating in County proceedings must limit their comments to matters related to County business. Comments unrelated to County business, including harassment, politicking, and deliberate disruption, are strictly prohibited. In most cases, the Board shall not take final action on public comment items presented at the same meeting, but may refer the item to the County Manager or County Attorney for action or input.</u>
- (3) The Board is not required to give members of the public an opportunity to be heard on a proposition under the following circumstances (*see* §286.0114(3), *Florida Statutes*): Fla. Stat.):
 - (a) When an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if providing an opportunity to be heard would cause an unreasonable delay in the ability of the Board to act;
 - (b) When an official act of the Board involves no more than a ministerial act including, but not limited to, approval of the agenda, approval of the minutes, and ceremonial proclamations; or
 - (c) When an Agenda Item or portion of a meeting is exempt from public observation or participation pursuant to <u>\$section</u> 286.011, *Florida Statutes*, including, but not limited to, Attorney-Client Sessions, Executive Sessions, and Risk Management Program Sessions.
- **BC. MANNER.** Upon recognition by the Chairman, each person addressing the Board shall step up to the speakers' podium and give his/her name and address for the record. No person other than a member of the Board and the person having the floor shall be permitted to enter into any discussion without the permission of the Chairman. All remarks shall be addressed to the Board as a body and not to any individual Commissioner, County staff, or the audience. Commissioners may ask questions of the speaker after his/her uninterrupted comments have been made. Question

shall not be directed to a Commissioner or staff except through the Chairman. Generally, public comment from an individual on a single matter will be limited to one comment opportunity per meeting.

- **SPEAKER FORMS.** Any member of the public wishing to speak before the Board or CD. who wants to make their position known but does not want to address the Board shall complete a "speaker form" and present the card to staff in the Board Chambers for forwarding to the Chairman-prior to the start of public comment. All speaker forms must be presented to staff prior to the opening of public comment, no forms will be accepted after public comment has begun. Only those individuals who have submitted speaker forms and who have been recognized by the Chairman may address the Board. Any member of the public who has filled out a form must be present when the Chairman announces the person's name if they desire to be recognized. If an individual does not wish to speak and instead submits a form with his/her comment noted, it is within the Chairman's discretion to read the comment into the record. If the Chairman does not read the comment, the speaker form is nonetheless submitted as part of the official record. In any event, a speaker form will not be read into the record if the citizen submitting same is not present when the item is being discussed. As a general practice, speaker forms will not be accepted after presentation of an agenda item has begun; however, the Chairman has the discretion to accept additional speaker forms. Speaker forms are considered public records and are to be submitted to the Minutes Clerk before the meeting adjourns. A member of the public may be allowed to address the Board prior to completing a speaker form, at the discretion of the Chairman, but must complete and submit a speaker form afterwards.
- **<u>DE</u>**. **CIVILITY.** All public comments and any multimedia shown or material distributed shall avoid personal attacks, abusive language, and redundancy. The Chairman may curtail repetitious comments. No person attending a Board meeting is to harass or otherwise disturb any other person in the room. Any person making impertinent or slanderous remarks or whose behavior is disruptive shall be subject to removal from the Board Chambers, or such other action as may be appropriate, and barred from making any additional comments during the meeting by the Chairman, unless permission to continue or again address the Board is granted by a majority vote of the Board members present.
- **EF. RELEVANCY.** Comments shall be limited to the subject being considered by the Board. Comments involving non-agenda items should be <u>directed related</u> to <u>issues under the purview of the Board of County issues.</u> Commissioners.
- G. ALLOTTED TIME. Each member of the public shall be granted three (3) minutes to speak. The Chairman may adjust maximum speaking time up or down as the circumstances may dictate; the Chairman may also provide an additional three (3) minutes to an individual who can demonstrate that he/she is an official representative of a formally established entity such as a homeowners association or advocacy group. Such representative shall be able to demonstrate that he/she is the official designated individual to speak on behalf of that entity and its members. This authorization will be in the form of a letter from the HOA/organization, or a copy of the current entity's business license/current registration with the Florida Division of Corporations. As such, it will be agreed such person is speaking for that entity and its members. Allowing the use of a speaker's time by another individual will not be permitted. In the event more than twenty (20) people indicate their desire to speak on the same or a related subject, the Chairman may establish a maximum time limit, not to exceed one hour, for public comments. The Chairman may also

assign time limits for proponents and opponents to address an item. In any event, the Chairman shall have the discretion to adjust speaking time limits as he/she deems appropriate.

- the public desiring to submit information to the Board relevant to the item may do so only when they are at the podium and recognized to speak. No motion to receive and file any submission by the public is necessary to make same a part of the record as all items presented to the Board at the meeting shall automatically be placed into the record. Speakers should be prepared to leave all submitted documents, photos, presentations, etc. with the Clerk for incorporation into the record. Due to time constraints, there shall be no expectation that the Board will read any information submitted at a Board meeting. Early submission of information relevant to an item appearing for Board consideration is encouraged. The public is authorized to use multimedia supportive of their comments. In order to ensure accommodation of technical needs, multimedia is to be submitted to the County Manager's Office five (5) working days prior to the Board meeting.
- **I. EMPLOYEES.** Employees of the County may address the Board on matters of public concern in their capacity as a private citizen. Employees or those speaking on their behalf shall not be permitted to address a grievance/arbitration or employee appeal matter during the public comment period. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.
- **J. ACCESSIBILITY.** All persons with disabilities shall be provided reasonable assistance to enable them to effectively participate in Board <u>meetings.meeting</u>



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In accordance with Section 125.66(3)(c), Florida Statutes, and Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution, the Board of County Commissioners shall prepare or cause to be prepared a business impact estimate in accordance with the statute and the Charter. The business impact estimate must be posted on the county's website ro later than the date that the notice of proposed enactment is published, pursuant to paragraph (2)(a) of the statute, and must include all of the following:

Describe Project/Proposal, including the Public Purpose.

Summary of proposed ordinance or resolution.

Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.

Ordinances and resolutions are exempt from the completion of a Business and Economic Impact Statement form if the ordinance does not have an economic cost to the taxpayers of Seminole County. (Per, Seminole County Home Charter Section 2.2 D.)

The following types of ordinances are exempt from the Business and Economic Statement requirement under F.S. 125.66(3)(c). As such, if one or more boxes are checked below, Seminole County believes that a Business and Economic Impact Statement is not required by state law for the proposed ordinance referenced above.

Seminole County reserves the right to revise this Business and Economic Impact Statement following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government:
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement or
- The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

pescribe the Direct Economic Impact of the Project/Proposal upon the Operation of the County.

An estimation of the direct economic impact on the county's regulatory costs, including revenues from new charges or fees

An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following, if any:

- o An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
- Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
- An estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.



- A good faith estimate of the number of businesses likely to be impacted by the ordinance. - To the Property Owners/Tax Payers/Citizens who are Expected to be Affected

- To Non Profit Businesses

Identify any potential Indirect Economic Impacts, Positive or Negative, which might occur as a Result of the Project Proposal/Adoption of the Ordinance or Resolution.