



**SEMINOLE COUNTY, FLORIDA**  
**Board of County Commissioners**  
**Meeting Agenda**

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**Tuesday, June 11, 2024**

**9:30 AM**

**BCC Chambers**

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**Please silence all cell phones/electronic devices**

**I. CALL TO ORDER**

Chairman Jay Zembower

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Andy Searles, Church Together

**III. 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. 1)**

1. Expenditure Approval Lists dated May 1, 8, and 15, 2024; [2024-0739](#)  
Payroll Approval List dated April 25 and May 9, 2024; and BCC  
Official Minutes dated April 23, 2024. **(Jenny Spencer, CPA,  
MAcc, CGFO, and CFE, Director - Comptroller's Office)**

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**County Manager's Consent Agenda (Items No. 2 - 38)****County Manager's Office**

2. Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County, the School Board of Seminole County, and the Municipalities of Seminole County Relating to the Shared Distribution and Use of the One Cent Local Government Infrastructure Surtax Approved in a Referendum Held at a General Election on November 5, 2024. Countywide **(Darren Gray, County Manager)** [2024-0785](#)

**Community Services**

3. Approve and authorize the Chairman to execute the First Amendment to the Developer Agreement for HOME Program Funding Somerset Landings Apartments and the Restrictive Use Covenant (RUC) to amend the number of units for income-qualified households. District5 - Herr **(Allison Thall, Community Services Director)** [2024-0660](#)
4. Approve and authorize the Chairman to execute the Interlocal Agreement with City of Oviedo for the Urban County Partnership Program in the amount not to exceed \$100,000 during the term for allowable expenditures under the CDBG program, which includes refurbishing of the flooring in Fire Station 46 and 48 to comply with ADA standards. District1 - Dallari **(Allison Thall, Community Services Director)** [2024-0673](#)
5. Approve and authorize the Chairman to execute the agreement between Seminole County and Thelma Patterson and Natasha Sanders, Owners, for housing reconstruction using State Housing Initiatives Partnership (SHIP) funds not to exceed \$250,000. District5 - Herr **(Allison Thall, Community Services Director)** [2024-0715](#)
6. Approve and authorize the Chairman to execute the agreement between Seminole County and Raymond Jean and Kettelene Jean, Owners, for housing reconstruction using State Housing Initiatives Partnership (SHIP) funds not to exceed \$250,000. District5 - Herr **(Allison Thall, Community Services Director)** [2024-0737](#)

**Development Services**

7. Approve the Final Plat for the Cameron Preserve (fka Celery-Cameron) Subdivision containing eighty-two (82) lots on 34.21 acres zoned PD (Planned Development), located on the south side of Celery Avenue, west of Cameron Avenue; (Stephen McConn, Applicant) District5 - Herr (**Rebecca Hammock, Development Services Director**) [2024-0667](#)
8. Approve the Final Plat for the Morning Star Subdivision containing two (2) lots on 2.01 acres zoned A-1 (Agriculture), located on the south side of Morning Star Place, east of Mikler Road; (Valerie Smith, Applicant) District1 - Dallari (**Rebecca Hammock, Development Service Director**) [2024-0668](#)
9. Approve the Final Plat for the Stonewall Subdivision containing one (1) lot on 6.38 acres zoned M-1 (Industrial), located at the intersection of Ronald Reagan Boulevard and Stonewall Place; (Gregory Fulfort, Applicant) District2 - Zembower (**Rebecca Hammock, Development Services Director**) [2024-0669](#)

**Environmental Services**

10. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida 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**) [2024-0692](#)
11. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with GFL Solid Waste Southeast, 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**) [2024-0678](#)

**Fire Department/EMS**

12. Approve and authorize the Chairman to execute the On-Board Unit Equipment License Agreement (OBU) between Seminole County and the State of Florida Department of Transportation. Countywide (**Matt Kinley, Fire Chief**) [2024-0683](#)

#### Fleet and Facilities

13. Approve and authorize the Chairman to execute the Lease Agreement between Seminole County and A & Z Ventures, LLC and the Memorandum of Understanding between Seminole County and Florida Department of Health (Seminole County) for use of Reflections Building, Suite 534, for administrative office space. This extends the agreement through June 30, 2026 with an annual increase of \$1,957.80 for a total of \$66,744.00. District5 - Herr (**Chad Wilsky, Fleet and Facilities Director on behalf of Alan Harris, Emergency Management Director**) [2024-0411](#)

#### Management and Budget

14. BAR 24-061; Approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) in the amount of \$600,000 through Property and Liability Fund reserves to provide additional funding for Property and Liability claims. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Resource Management [2024-0716](#)
15. BAR 24-062; Approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) in the 2014 Infrastructure Sales Tax Fund to transfer \$256,388 of available budget for projects at CR 427 Streetscapes and Longwood Bike Pedestrian Improvements; and to transfer \$318,612 to fund reserves. District4; Lockhart (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works [2024-0750](#)

#### Public Works

16. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-806 for a drainage easement necessary for the Midway Drainage Improvement Project (240± SF) between Beverly A. Williams and Seminole County for \$6,620.00, 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**) [2024-0656](#)
17. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-816 for a drainage easement necessary for the Midway Drainage Improvement Project (630± SF) between James C. Hampton and Seminole County for \$12,000.00, 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**) [2024-0681](#)
18. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-846 for a drainage easement necessary for the Midway Drainage Improvement Project (800± SF) between Leroy Pendleton and Loretta Bradley and Seminole County for \$15,220.00, 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**) [2024-0684](#)
19. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-865 for a drainage easement necessary for the Midway Drainage Improvement Project (171.25± SF) between Deborah Armstrong and Seminole County for \$11,250.00, 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**) [2024-0687](#)

20. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-848 for a drainage easement necessary for the Midway Drainage Improvement Project (506.67± SF) between David Willis and Marcus J. Willis and Seminole County for \$15,000.00, 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)** [2024-0693](#)
21. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-847 for a drainage easement necessary for the Midway Drainage Improvement Project (28,223± SF) between William Mooers and Kimberly Mooers and Seminole County for \$137,150.00, 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)** [2024-0742](#)
22. Approve and authorize the Chairman to execute a Resolution and a Local Agency Program Supplemental Agreement No. 2 with the Florida Department of Transportation for State Road 434 Roundabouts from west of Jetta Point to south of Artesia Street in Seminole County. FPN 446491-1-38-01. District2 - Zembower **(Jean Jreij, P.E., Public Works Director)** [2024-0743](#)

### Resource Management

23. Award RFP-604683-23/MHH - Foreclosure Registration and Short-Term Vacation Rental Compliance Services to Avenu Insights & Analytics, LLC, Centreville, VA, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Lorie Bailey Brown, CFO/Resource Management Director)** Requesting Department - Development Services [2024-0323](#)

24. Waive the procurement process and authorize [2024-0514](#)  
SS-604806-24/TLR - PowerPolicy and PowerEngage Setup and Subscription to PowerDMS by NeoGov, El Segundo, CA in the amount of \$107,322.20 (2-yrs); approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-057 in the Fire Fund to appropriate funding in the amount of \$52,750.00, and authorize the Purchasing and Contracts Division to execute the documents. (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Fire
25. Award IFB-604735-24/MHH - Residential HVAC/Mechanical Services to Climate Control Mechanical Services, Inc., Ocala, Hero Facility Services, LLC, Melbourne, Pat Lynch Construction, LLC, Orlando, and Synergy Heating & Cooling Inc, Deltona, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Community Services [2024-0635](#)
26. Award IFB-604756-24/MHH - Residential Roofing Services to Integrity Roofing & Gutters Inc., Orlando, Pat Lynch Construction, LLC, Orlando, Roof Monkeys LLC, Fletcher, North Carolina and The Ford Design Group, LLC, Clermont, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO, Resource Management Director**) Requesting Department - Community Services [2024-0657](#)
27. Approve Change Order #2 to CC-4845-23/HSM-Highland Pines-Graham Road Gravity Sewer Rehabilitation in the amount of \$171,745.30, to Insituform Technologies, LLC of Chesterfield, Missouri., and an additional forty-five (45) calendar days to Substantial Completion and authorize the Purchasing and Contracts Division to execute the Change Order. District4 - Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Utilities [2024-0662](#)

28. Approve Amendment #3 to RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment with Plante Moran, PLLC, Southfield, MI, extending the contract term to November 30, 2026, and authorize the Purchasing and Contracts Division to execute the Amendment. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Development Services [2024-0670](#)
29. Approve Award CC-5761-24/MAG - Construction Services Agreement for Lake Mary Blvd at Country Club Road Intersection Improvements Project to Central Florida Environmental (CFE) Corporation in the amount of \$2,915,290.75, and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-063 in the Arterial Impact Fee and 2014 Infrastructure Sales Tax Funds to transfer a net \$766,807.67 from reserves. District 4 - Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Public Works [2024-0698](#)
30. Award RFP-604790-24/TLR - Executive Search and Recruitment Services to Cogent Infotech Corporation, Pittsburgh, PA, CPS HR Consulting, Sacramento, CA, and S. Renee Narloch & Associates, Tallahassee, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - County Manager's Office [2024-0711](#)
31. Approve Change Order #10 to CC-3793-21/RTB - EE Williamson Road Trail Connection & Intersection Improvements at Rangeline Road in the amount of \$150,321.91, to Hubbard Construction Company of Winter Park, FL., and authorize the Purchasing and Contracts Division to execute the Change Order. District4 - Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Public Works [2024-0736](#)

32. Approve the unilateral termination for cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement and authorized the Purchasing and Contracts Division to waive the procurement process and contract with a General Contractor to complete the project. District4- Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**). Requesting Department - Utilities [2024-0788](#)
33. Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) between coalition partners including Seminole County (Lead Applicant), Osceola County, Orange County, City of Orlando, City of Altamonte Springs, City of Winter Springs, City of Oviedo, and Tohopekaliga Water Authority to complete the Federal EPA Climate Pollution Reduction Grant application submitted on April 1, 2024 with a required submission of a MOA with coalition partners to EPA by July 1, 2024, and authorize the County Manager or designee to execute the supporting documents as required for the grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives [2024-0731](#)
34. Approve and authorize the Chairman to sign a Memorandum of Agreement (MOA) for the Tampa Bay Regional Planning Council (TBRPC) to complete the Federal EPA Climate Pollution Reduction Grant (CPRG) application requirement and submit an MOA from all Coalition Members by July 1, 2024, and authorize the County Manager or designee to execute the supporting documents as required for the grant. If the CPRG grant is awarded to TBRPC, Seminole County will receive funding for a solar array in the Seminole County Landfill. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives [2024-0732](#)

35. Request Board approval to submit a grant application to the U.S. Department of Transportation for the Active Transportation Infrastructure Investment Program requesting up to \$2,000,000 for a planning grant for the Seminole County Trail program connecting the southern trail in Orange County to the northern trail in Volusia County; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant. Countywide **(Lorie Bailey Brown, CFO/Resource Management Director)** Requesting Department - Parks & Recreation [2024-0741](#)
36. Approve the proposed negotiated settlement of an auto liability/bodily injury lawsuit (Tre Johnte Melik Otero v. Seminole County, Florida, Case No. 2021CA002774) related to an automobile crash that occurred on September 4, 2020, for the total amount of \$85,000, inclusive of attorney's fees. Countywide **(Lorie Bailey Brown, CFO/Resource Management Director)** [2024-0697](#)
37. Approve the proposed negotiated settlement of a general liability/bodily injury lawsuit (Mark Sackett v. Seminole County, Florida, Case No. 2021CA001085) related to an incident that occurred on April 17, 2020, for the total amount of \$85,000, inclusive of attorney's fees. Countywide **(Lorie Bailey Brown, CFO/Resource Management Director)** [2024-0707](#)
38. Approve and authorize the Chairman to execute a resolution confirming the Non-Ad Valorem Variable Rate Assessments for tax year 2024. Countywide **(Lorie Bailey Brown, CFO/Resource Management Director)** [2024-0680](#)

**IV. REGULAR AGENDA**

39. **Reduction of Lien - *Continued from the 5/14/24 BCC Meeting*** - Consider the request for a reduction of lien due to a financial hardship of the Code Enforcement Board lien Case #12-70-CEB, from \$208,250.00 to administrative costs of \$552.82 for 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**) [2024-0787](#)

**V. WORKSESSION**

40. Presentation - Affordable Housing Annual Report (**Allison Thall, Community Services Director**) [2024-0661](#)

**Recess BCC Meeting Until 1:30 P.M.**

**Reconvene Meeting at 1:30 P.M.****VI. PUBLIC HEARING AGENDA****Accept Proofs of Publication****Ex Parte Disclosure****Public Hearings - Quasi - Judicial**

41. **Lake Emma Self-Storage Small-Scale Future Land Use Map Amendment and PD Rezone** - Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard; (Huber Group, LLC., Applicant) District4 - Lockhart (**Joy Giles, Principal Planner**) [2024-0674](#)
42. **Rivas Commercial Rezone** - Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point; (Z2024-02) (PMJS Development Solutions, LLC., Applicant) District1 - Dallari (**Joy Giles, Principal Planner**) [2024-0675](#)
43. **5819 Bear Lake Circle - *Continued from the 5/14/24 BCC Meeting*** - Consider approval of a 1,725 square foot combined boat dock/house/boat slip on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle; (Brian Smith, Applicant). District3 - Constantine (**Mary Robinson, Planner**) [2024-0726](#)

**Public Hearings - Legislative**

44. **Amendments to Chapter 40, Seminole County Code of Ordinances** - Consider an Ordinance amending Chapter 40 of the Seminole County Code of Ordinances to update administrative provisions of the Building Code to be consistent with Florida Statutes. Countywide (**Jay Hamm, Chief Plans Examiner**) [2024-0353](#)

45. Consider and approve an Ordinance Amending Article III of Part 1 of Chapter 250, Traffic, of the Seminole County Code to Create a New Subsection Establishing a Procedure for the Seminole County Sheriff or the Seminole County Fire Chief to Request Placement of Official Traffic Control Devices for Public Safety and Law Enforcement Purposes. Countywide (**Jean Jreji, Public Works Director**) [2024-0638](#)
46. Consider an Ordinance imposing a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Seminole County, as authorized by Section 212.055(2), Florida Statutes for a period of 10 years, beginning January 1, 2025. Countywide (**Darren Gray, County Manager**) [2024-0786](#)

#### **VII. COUNTY ATTORNEY'S REPORT**

#### **IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS**

#### **IX. DISTRICT COMMISSIONER REPORTS**

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

47. Board Appointment [2024-0789](#)

District 5 - Commissioner Herr

District 2 - Chairman Zembower

#### **X. CHAIRMAN'S REPORT**

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

#### **XII. ADJOURN BCC MEETING**

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

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



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0739**

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**Title:**

Expenditure Approval Lists dated May 1, 8, and 15, 2024; Payroll Approval List dated April 25 and May 9, 2024; and BCC Official Minutes dated April 23, 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:**

Chariti Guevara - 407-665-7662

**Background:**

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

**Requested Action:**

Approve Expenditure Approval Lists dated May 1, 8, and 15, 2024; Payroll Approval List dated April 25 and May 9, 2024; and BCC Official Minutes dated April 23, 2024.

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
June 11, 2024**

**I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE**

**A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**

Approve Expenditure Approval Lists dated May 1, 8, and 15, 2024; and Payroll Approval List dated April 25 and May 9, 2024.

**II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS**

**A. BCC OFFICIAL MINUTES**

Approve BCC Official Minutes dated April 23, 2024.

**B. RECEIVED AND FILED LISTING (For Information Only)**

1	Amdmt #1 to M-5281-23/C.T. Hsu & Assoc.
2	Amdmt #1 to W.O. #13 to PS-3078-20/SCS Engineers
3	Amdmt #1 to W.O. #14 to RFP-3750-21/Revere Control Systems
4	Amdmt #10 to W.O. #3 to PS-0426-15/Greenman-Pedersen, Inc.
5	Amdmt #2 to W.O. #1 to PS-3505-21/Inwood Consulting Engineers
6	Amdmt #2 to W.O. #2 to PS-2009-18/Jacobs Engineering Group
7	Amdmt #2 to W.O. #3 to PS-4272-22/DIX-HITE + Partners
8	Amdmt #2 to W.O. #40 to PS-2826-20/Inwood Consulting Engineers
9	Amdmt #3 to W.O. #54 to PS-1822-18/CPH
10	Amdmt #4 to W.O. #29 to PS-1822-18/Carollo Engineers
11	Amdmt #8 to W.O. #1 to PS-3533-21/GAI Consultants
12	Amdmt #8 to W.O. #64 to PS-0009-15/Pegasus Engineering
13	Amdmt #9 to W.O. #1 to PS-3968-21/Atkins North America
14	Approval D.O.'s #24-30000002, 5118 Cypress Ct, Long/#24-30000023, Lot 1 Tangerine Ave, Oliver & Jackson/#24-30000024, 106 Fairway Dr., Thomas
15	Approval D.O.'s #24-30000027, Lot 16D Mary Dr., Mejia/#24-30000028, 110 Cherry Hill Cir., 110 Cherry Hill Trust/#24-30000029, 101 N. Sunland Dr., Tittenhoffer & Roseman
16	Approval D.O.s #24-30000031, 391 Whitcomb Dr., Durham/#24-30000032, 500 W. Faith Ter., Rodriguez/#24-30000019, 1200 North St., White
17	Bids (7) for RFP-604775-24 from Affinity Medical Staffing, All American Staffing, AppleOne, Arthur Lawrence, Atlantic Resource Partners, AUE Staffing, and Cambay Consulting
18	Bids (8) for RFP-604775-24 from Manpower, Moten Tate, MoxieIT Solutions, Nexlevel Commercial Orlando, NISA Staffing Solutions, Packplus dba Josmar Medical Staffing, Patterns, and RADgov
19	Bids (8) for RFP-604775-24 from Service Temps, Softpath System, Softsage Technology, Sunshine Enterprise USA, Talento, Turn2Partners, Vaco FL, and Vish USA
20	Bids (8) for RFP-604775-24 from Viva USA, eNcloud Services, Health Advocates Network, Liberty Staffing, Info Way Solutions, K-Tek Resourcing, Clovity, and Diskriter
21	Bond Release/(LOC) Performance Bond #347022432-L011/\$55,000/Sylvan Estates
22	Bond Release/Performance Bond #107637481/\$131,992/Monroe Place Apartments
23	Bond Release/Performance Bond #1092294/\$114,064.34/Conestoga fka Cove at Sanford Farms
24	Bond Release/Performance Bond #1094731/\$285,819.33/Towns at Tuskawilla
25	Bond Release/Performance Bond #1098646/\$1,404,796.72/Conestoga Park fka Sanford Cove
26	Bond Release/Performance Bond #CMS0351890/\$625,045.30/Cadence Park Ph 2

27	Bond Release/Performance Bond #CMS0351899/\$1,575,941.73/Red Ember South Ph 2
28	Bond Release/Performance Bond #SUR0076995/\$691,341.61/Francisco Park fka Beasley Reserve
29	C.O. #1 to CC-4845-23/Insituform Technologies
30	C.O. #1 to W.O. #28 to CC-3563-21/Central Florida Environmental Corp (CFE)
31	C.O. #2 to CC-5227-23/Echo ED Corp.
32	C.O. #25 to DB-2551-19/Wharton-Smith
33	C.O. #26 to DB-2551-19/Wharton-Smith
34	Cash Maint Bond Release/\$12,121.50/Broadway Parkway Apartments
35	CC-5766-24 Construction Services Agrmt for Boardwalk Replacement at Sylvan Lake Park/Deck-Docks LLC
36	CC-5772-24 Window Replacement Fire Station #16/Presco South Construction
37	CC-5794-24 Fire Station #23 Drainage Improvements Project/American Persian Engineering and Construction dba APEC
38	Certificate of Costs of Abatement/102 Huntswood Ct/Uwe A. Pommerening - Enhanced Life Estate
39	Closeout to W.O. #19 to CC-3563-21/Central Florida Environmental Corp (CFE)
40	Corrected Amdmt #3 to W.O. #42 to PS-1998-18/E Sciences (RES Florida Consulting)
41	Entertainment Svcs Agrmt/Library Summer Reading/James Songster dba It's Unbelievable Magic
42	Entertainment Svcs Agrmt/Summer Reading/Donald Gruel dba Atlantic Coast Theatre (ACT)
43	First Amdmt to Legal Services Agrmt to the Charter Review Commission/Debeaubien, Simmons, Knight, Mantzaris & Neal dba DSK Law
44	First Amdmt to RFP-604256-22/Ceres Environmental Services
45	First Amdmt to RFP-604400-22/FTI Consulting
46	First Amdmt to SS-604583-23/Patron Point, Inc./Springshare, LLC
47	Fourth Amdmt to RFP-603113-18/Dean, Ringers, Morgan & Lawton, P.A.
48	FPSC Orders #PSC-2024-0161-CO-GU and #PSC-2024-0162-CO-PU Issued 05/20/24
49	IFB-604657-23 Term Contract for Water Sampling, Testing, Cleaning, Repair & Replacement Services/Clearwater Solutions, LLC
50	IFB-604753-24 Term Contract for Purchase of Scott SCBA Repair Parts & Accessories/Fisher Scientific Company
51	IFB-604772-24 Fire Dept Uniforms/Design Lab Inc.
52	Maint Bond #016240777/\$67,104.90/Rinehart Road Owner, LLC
53	Maintenance Bond #30216261/\$29,096.48/Skylar Crest ROW
54	Parks Contract/Chris Gooch
55	Perpetual Open Space Easement Agrmt/Richard and Sheryl Lee (Project #24-51000004)
56	PS-5342-23 MSA for CEI Services for Midway Drainage Basin Improvements/AECOM Technical Services (Ranking List Approved by the BCC 02-13-2024)
57	RFP-604396-22 Assignment of Term Contract for Pavement Management Data Collection Services/Data Transfer Solutions (IMS Infrastructure Management Services)
58	RFP-604400-22 Assignment of Term Contract for Actuarial Services Re: Self-Insured Workmans Comp and Property Liability Funds/Madison Consulting Group (FTI Consulting)
59	RFP-604737-24 Term Contract for Residential Appraisal Services/Pinel & Carpenter
60	Second Amdmt to IFB-604219a-21/HD Supply Facilities Maintenance
61	Second Amdmt to RFP-603992-20/Adventist Health Ssystem/Sunbelt Inc.Advent Health Centra Care
62	Term Contract for Veterinary Services/Anastasia Lucignani dba Vetventure
63	Tourist Tax Funding Agrmt/Florida Diamond Sports Management/Central Florida State Championship
64	Tourist Tax Funding Agrmt/Florida High School Athletic Association/Florida High School Tennis State Championships
65	Tourist Tax Funding Agrmt/Orange County Soccer Club dba Florida Rush Soccer Club/Champions Cup

66	Tourist Tax Funding Agrmt/The Central Florida Sports Commission dba Greater Orlando Sports Commission/2024 NCAA DII Men's and Women's Tennis Championships
67	Tourist Tax Funding Agrmt/The Central Florida Sports Commission dba Greater Orlando Sports Commission/2024 NCAA DII National Softball Championship
68	Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch/Prove Them Wrong
69	Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch/Southeast National Qualifier
70	Tourist Tax Funding Agrmt/USSSA Central Florida Fast Pitch/Summer State Championships
71	W.O. #1 to RFP-4933-23/Kimley-Horn and Assoc.
72	W.O. #10 to PS-4968-23/Tierra
73	W.O. #2 to CC-4941-23/Proshot Concrete
74	W.O. #2 to PS-3214-20/HDR Engineering
75	W.O. #3 to PS-5188-23/Pond & Company Corporation
76	W.O. #34 to CC-3563-21/Cathcart Construction
77	W.O. #4 to PS-4720-23/Kittelson & Associates
78	W.O. #4 to PS-5188-23/Pond & Company
79	W.O. #50 to PS-2826-20/Pegasus Engineering
80	W.O. #8 to PS-4968-23/CDM Smith
81	W.O. #8 to RFP-3722-21/The Colinas Group
82	W.O. #9 to PS-2872-20/Ayres Associates
83	W.O. #9 to PS-4968-23/CDM Smith
84	W.O. #94 to PS-1822-18/Carollo Engineers
85	W.O. #97 to PS-1822-18/Carollo Engineers

**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
**For Checks Dated From 4/25/24 Through 5/1/24**

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 16,861,954.33
00103	NATURAL LAND ENDOWMENT FUND	603.78
00108	FACILITIES MAINTENANCE FUND	32,002.80
00109	FLEET REPLACEMENT FUND	69,734.41
00111	TECHNOLOGY REPLACEMENT FUND	71,233.76
00112	MAJOR PROJECTS FUND	45,647.69
00113	COUNTYWIDE UTILITIES	20,101.30
10101	TRANSPORTATION TRUST FUND	212,908.70
11000	TOURISM PARKS 1,2,3 CENT FUND	2,500.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	35,646.95
11200	FIRE PROTECTION FUND	1,907,755.35
11400	COURT SUPP TECH FEE (ARTV)	6,621.25
11500	1991 INFRASTRUCTURE SALES TAX	15,255.17
11560	2014 INFRASTRUCTURE SALES TAX	152,671.52
11901	COMMUNITY DEVELOPMEN BLK GRANT	91,990.07
11902	HOME PROGRAM GRANT	58,807.00
11905	COMMUNITY SVC BLOCK GRANT	5,000.00
11916	PUBLIC WORKS GRANTS	317,493.71
11919	COMMUNITY SVC GRANTS	4,590.51
11925	DCF REINVESTMENT GRANT FUND	84,069.78
11930	RESOURCE MANAGEMENT GRANTS	3,195.00
12024	SHIP AFFORDABLE HOUSING 23/24	1,192.00
12500	EMERGENCY 911 FUND	4,007.10
12601	ARTERIAL IMPACT FEE (12-31-21)	2,303.41
12804	LIBRARY-IMPACT FEE	6,691.63
13100	ECONOMIC DEVELOPMENT	76,848.34
15000	MSBU STREET LIGHTING	9,543.34
16035	MSBU BUTTONWOOD POND (LM/AWC)	1,109.20
32300	FIVE POINTS DEVELOPMENT FUND	542,912.09
40100	WATER AND SEWER FUND	778,775.30
40108	WATER & SEWER CAPITAL IMPROVEM	143,579.76
40201	SOLID WASTE FUND	666,025.02
40301	WEKIVA GOLF COURSE FUND	33,776.75
50100	PROPERTY LIABILITY FUND	16,113.99
50200	WORKERS COMPENSATION FUND	11,666.67
50300	HEALTH INSURANCE FUND	6,833.33
60308	ADULT DRUG COURT	13.42
<b>TOTAL REPORT</b>		<b>\$ 22,301,174.43</b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
MAY 1, 2024**

**CHECK SEQUENCE: CK #961804 - #962112 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 11 DAY OF  
JUNE, 2024.**

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**Chairman**

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**COUNTY COMMISSION - SEMINOLE**  
**BOCC Expenditure Approval List**  
**For Checks Dated From 5/2/24 Through 5/8/24**

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,893,216.41
00103	NATURAL LAND ENDOWMENT FUND	793.50
00108	FACILITIES MAINTENANCE FUND	16,194.00
00112	MAJOR PROJECTS FUND	33,053.39
00113	COUNTYWIDE UTILITIES	117,183.24
10101	TRANSPORTATION TRUST FUND	41,601.82
11200	FIRE PROTECTION FUND	2,282,956.92
11400	COURT SUPP TECH FEE (ARTV)	6,680.31
11560	2014 INFRASTRUCTURE SALES TAX	641,124.18
11902	HOME PROGRAM GRANT	136,066.41
11904	EMERGENCY SHELTER GRANTS	1,506.50
11908	DISASTER PREPAREDNESS	555.50
11916	PUBLIC WORKS GRANTS	815,112.00
11917	LEISURE SERVICES GRANTS	7,873.53
11930	RESOURCE MANAGEMENT GRANTS	3,837.73
11940	ENVIRONMENTAL SERVICES GRANTS	9,447.79
12024	SHIP AFFORDABLE HOUSING 23/24	150.00
12101	LAW ENFORCEMENT TST-LOCAL	5,000.00
12500	EMERGENCY 911 FUND	2,457.58
12804	LIBRARY-IMPACT FEE	4,384.72
15000	MSBU STREET LIGHTING	111,294.33
15100	MSBU RESIDENTIAL SOLID WASTE	1,250,565.57
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	105.55
16080	MSBU E CRYSTAL CHAIN OF LAKES	249.40
40100	WATER AND SEWER FUND	693,417.40
40201	SOLID WASTE FUND	21,843.92
50100	PROPERTY LIABILITY FUND	29,970.17
<b>TOTAL REPORT</b>		<b><u><u>\$ 8,126,641.87</u></u></b>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
MAY 8, 2024**

**CHECK SEQUENCE: CK #962113 - #962374 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 11 DAY OF  
JUNE, 2024.**

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**Chairman**

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COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
For Checks Dated From 5/9/24 Through 5/15/24

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,632,675.45
00103	NATURAL LAND ENDOWMENT FUND	527.00
00108	FACILITIES MAINTENANCE FUND	113,589.88
00110	ADULT DRUG COURT GRANT FUND	2,000.00
00112	MAJOR PROJECTS FUND	1,019,056.71
00113	COUNTYWIDE UTILITIES	34,647.50
10101	TRANSPORTATION TRUST FUND	51,506.00
10102	NINTH-CENT FUEL TAX FUND	982,869.00
10400	BUILDING PROGRAM	953.36
11000	TOURISM PARKS 1,2,3 CENT FUND	26,093.33
11001	TOURISM SPORTS 4 & 6 CENT FUND	428.00
11200	FIRE PROTECTION FUND	108,268.45
11400	COURT SUPP TECH FEE (ARTV)	43,865.41
11500	1991 INFRASTRUCTURE SALES TAX	30,827.06
11541	2001 INFRASTRUCTURE SALES TAX	875.00
11560	2014 INFRASTRUCTURE SALES TAX	337,337.64
11641	PUBLIC WORKS-INTERLOCAL AGREEM	3,442.95
11901	COMMUNITY DEVELOPMEN BLK GRANT	81,496.06
11902	HOME PROGRAM GRANT	139,716.85
11904	EMERGENCY SHELTER GRANTS	1,183.00
11916	PUBLIC WORKS GRANTS	1,529.42
11917	LEISURE SERVICES GRANTS	18,280.39
11919	COMMUNITY SVC GRANTS	60,577.80
11930	RESOURCE MANAGEMENT GRANTS	3,206.60
12024	SHIP AFFORDABLE HOUSING 23/24	4,775.86
12101	LAW ENFORCEMENT TST-LOCAL	2,706.88
12200	ARBOR VIOLATION TRUST FUND	21,000.00
12500	EMERGENCY 911 FUND	6,517.68
13100	ECONOMIC DEVELOPMENT	60,000.00
15000	MSBU STREET LIGHTING	86,667.36
16000	MSBU PROGRAM	1,332.92
16005	MSBU MILLS (LM/AWC)	380.48
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16007	MSBU AMORY (LM/AWC)	180.08
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	1,049.60
16013	MSBU HOWELL CREEK (LM/AWC)	55.85
16020	MSBU HORSESHOE (LM/AWC)	108.19
16021	MSBU MYRTLE (LM/AWC)	206.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	204.40
16024	MSBU LAKE OF THE WOODS(LM/AWC)	1,510.35
16025	MSBU MIRROR (LM/AWC)	573.19
16026	MSBU SPRING (LM/AWC)	497.44
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	182.90
16028	MSBU BURKETT (LM/AWC)	170.60
16030	MSBU SWEETWATER COVE (LM/AWC)	1,810.88
16031	MSBU LAKE ASHER AWC	389.03
16032	MSBU ENGLISH ESTATES (LM/AWC)	165.09
16033	MSBU GRACE LAKE (LM/AWC)	293.91
16035	MSBU BUTTONWOOD POND (LM/AWC)	70.30
16036	MSBU HOWELL LAKE (LM/AWC)	616.15
16073	MSBU SYLVAN LAKE (AWC)	2,443.26
16077	MSBU LITTLE LK HOWELL/TUSK	329.44
16080	MSBU E CRYSTAL CHAIN OF LAKES	1,235.40
32100	NATURAL LANDS/TRAILS	1,643.27
32300	FIVE POINTS DEVELOPMENT FUND	75,491.72
40100	WATER AND SEWER FUND	45,872.12
40108	WATER & SEWER CAPITAL IMPROVEM	20,112.23
40201	SOLID WASTE FUND	42,594.11
50100	PROPERTY LIABILITY FUND	32,879.90
50200	WORKERS COMPENSATION FUND	3,162.50
50300	HEALTH INSURANCE FUND	2,303,836.19
60308	ADULT DRUG COURT	638.79
TOTAL REPORT		<u>\$ 7,416,741.93</u>

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
MAY 15, 2024**

**CHECK SEQUENCE: CK #962375 - #962687 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 11 DAY OF  
JUNE, 2024.**

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**Chairman**

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***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 04/25/2024  
Biweekly Payroll Ending: 04/20/2024**

Check Numbers: **162436 - 162451**

Voided Check Number: N/A

Net Expenditure Total: **\$2,983,470.50**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 11 day of June 2024.

\_\_\_\_\_  
Chairman

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***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 05/09/2024**  
**Biweekly Payroll Ending: 05/04/2024**

Check Numbers: **162452-162475**

Voided Check Number: N/A

Net Expenditure Total: **\$3,001,338.14**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,  
this 11 day of June, 2024.

\_\_\_\_\_  
Chairman

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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0785**

**Title:**

Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County, the School Board of Seminole County, and the Municipalities of Seminole County Relating to the Shared Distribution and Use of the One Cent Local Government Infrastructure Surtax Approved in a Referendum Held at a General Election on November 5, 2024. Countywide **(Darren Gray, County Manager)**

**Division:**

County Manager Office

**Authorized By:**

Darren Gray, County Manager

**Contact/Phone Number:**

Darren Gray/407-665-7210

**Background:**

Under the authority of Section 212.055(2), Florida Statutes, Seminole County intends to adopt an Ordinance imposing a one percent (1%) local government infrastructure sales surtax on taxable transactions occurring in Seminole County subject to approval by a majority of electors voting in a referendum to be held during the general election on November 5, 2024 (“Surtax Ordinance”). In accordance with Section 212.055(2)(c), Florida Statutes, and in anticipation of the enactment of the Surtax Ordinance, Seminole County, the Seminole County School Board, and the municipalities of Seminole County have collectively agreed on the allocation and use of the surtax, as outlined in this Agreement, which will significantly benefit the citizens of Seminole County and enhance the infrastructure of the Seminole County school system, public transportation, pedestrian access and mobility facilities, trails, stormwater management facilities, and other legally authorized infrastructure throughout the County and municipalities.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the Interlocal

Agreement Between Seminole County, the School Board of Seminole County, and the Municipalities of Seminole County Relating to the Shared Distribution and Use of the One Cent Local Government Infrastructure Surtax Approved in a Referendum Held at a General Election on November 5, 2024.

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, THE  
SCHOOL BOARD OF SEMINOLE COUNTY, AND THE MUNICIPALITIES OF  
SEMINOLE COUNTY RELATING TO THE SHARED DISTRIBUTION AND  
USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE  
SURTAX APPROVED IN A REFERENDUM HELD AT A GENERAL  
ELECTION ON NOVEMBER 5, 2024**

**THIS INTERLOCAL AGREEMENT**, 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 (hereafter referred to as “**COUNTY**”),

**THE SCHOOL BOARD OF SEMINOLE COUNTY**, a school district created by Florida law, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773 (hereafter referred to as “**SCHOOL BOARD**”), and the following incorporated municipalities (collectively referred to hereinafter as “**MUNICIPALITIES**”):

**THE CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701; and

**THE CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707; and

**THE CITY OF LAKE MARY**, a Florida municipal corporation, whose address is P.O. Box 958445, Lake Mary, Florida 32795-8445; and

**THE CITY OF LONGWOOD**, a Florida municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750; and

**THE CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765; and

**THE CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771; and

**THE CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708.

COUNTY, SCHOOL BOARD, AND MUNICIPALITIES may be referred to in the singular “party” or in the plural “parties”.

**W I T N E S S E T H:**

**WHEREAS**, under the authority of section 212.055(2), Florida Statutes (2023), COUNTY intends to adopt an ordinance (hereinafter referred to as “Surtax Ordinance”) imposing a one percent (1.0%, *i.e.*, 1¢) local government infrastructure sales surtax (hereinafter referred to as “the Surtax”) on taxable transactions occurring in Seminole County subject to approval by a majority of electors voting in a referendum to be held during the general election on November 5, 2024 (hereinafter referred to as “2024 Referendum”); and

**WHEREAS**, in accordance with section 212.055(2)(c), Florida Statutes (2023), and in anticipation of the enactment of the Surtax Ordinance, COUNTY, SCHOOL BOARD, AND MUNICIPALITIES have collectively agreed on the allocation and use of the Surtax, as outlined in this Agreement, which will significantly benefit the citizens of Seminole County and enhance the infrastructure of the Seminole County school system, public transportation, pedestrian access and mobility facilities, trails, stormwater management facilities, and other legally authorized infrastructure throughout the COUNTY and MUNICIPALITIES.

**NOW THEREFORE**, in consideration of the promises, covenants, and commitments in this Agreement, the receipt and adequacy of which are hereby acknowledged by all parties to this Agreement, the parties agree to provide for the distribution of the revenues derived from the Surtax authorized by the 2024 Referendum as follows:

**Section 1. Recitals.** The foregoing recitals are hereby incorporated herein by reference, are a material part of this Agreement, and represent the administrative findings of COUNTY, SCHOOL BOARD, and MUNICIPALITIES with regard to the actions taken herein.

**Section 2. Term.** This Agreement shall become effective when approved by the governing bodies of COUNTY, MUNICIPALITIES, and SCHOOL BOARD pursuant to section 212.055(2)(c)1, Florida Statutes (2023), and upon approval by a majority of electors voting in the 2024 Referendum. This Agreement will remain effective for the life of the Surtax imposed under the Surtax Ordinance, and until all Net Revenues, as defined in Section 3 below, are expended by the respective parties.

**Section 3. Distribution of Proceeds.**

(a) It is the parties' intent to improve the infrastructure of the Seminole County public school system and other public infrastructure within COUNTY and MUNICIPALITIES to provide acceptable levels of services to its residents. "Infrastructure" means those capital expenditures defined in section 212.055(2)(d), Florida Statutes (2023), and more particularly described in Exhibits A, B, C, and D to this Agreement, which are incorporated herein by reference. The parties recognize the importance of and agree to regularly communicate about the use of Surtax revenues, and infrastructure project needs and timing, as set forth in Exhibits A, B, C, and D.

(b) The Net Revenues (meaning the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses under section 212.054(4)(b), Florida Statutes (2023)) from the Surtax levied and imposed by COUNTY will be distributed directly to the parties of this Agreement by the Department of Revenue, according to the terms outlined in Subsection 3(f) below.

(c) SCHOOL BOARD shall receive twenty-five percent (25%) of the Net Revenues collected during the life of the Surtax for use by SCHOOL BOARD on the projects and categories of projects listed in Exhibit A to this Agreement.

(d) COUNTY shall receive fifty percent (50%) of the Net Revenues collected during the life of the Surtax for use by COUNTY on the projects and categories of projects listed in Exhibit B to this Agreement. COUNTY and MUNICIPALITIES reserve the right to enter into a separate interlocal agreement setting forth the terms and conditions applicable to the potential co-funded projects listed in Exhibit D and any other projects permitted by law.

(e) MUNICIPALITIES shall receive twenty-five percent (25%) of the Net Revenues collected during the life of the Surtax for use by MUNICIPALITIES on the projects and categories of projects listed in Exhibit C to this Agreement. The parties agree the Net Revenues will be distributed to MUNICIPALITIES according to the formula set forth in section 218.62, Florida Statutes (2023), which allocates the monetary shares to each governmental entity based on their population size. The distribution herein relies on the population data from the 2023 BEBR Population Estimates. The allocation of the Net Revenues specified in this section is attached as Exhibit E, the Distribution of Proceeds list, and is incorporated by reference into this Agreement.

(f) Under section 212.054(4), Florida Statutes (2023), the Department of Revenue shall distribute the Net Revenues monthly from the Discretionary Sales Surtax Clearing Trust Fund directly to the COUNTY, SCHOOL BOARD, AND MUNICIPALITIES according to their respective shares. These distributions will begin on or around January 1, 2025, and will continue monthly for the duration of this Agreement.

**Section 4. Project Lists.**

(a) Each party's list of projects or categories of projects set forth in the Exhibits may only be modified to add or delete projects at a noticed public meeting by the governing body of

the party or parties having jurisdiction of the project. No later than 30 days following the approval of any such addition or deletion, the party or parties having jurisdiction shall notify COUNTY of the change and provide documentation of the proposed amendment. This provision is intended to ensure that COUNTY is informed of all proposed modifications to the parties' project lists so that it may maintain the most current information on its external website.

(b) The scope of a project listed in Exhibits A, B, C, or D may be expanded, reduced, or altered with the written approval of the chief administrative officer of the party having jurisdiction of the project and shall be subject to applicable statutes, rules, and the procedures of that local government entity.

(c) If the Florida Legislature amends section 212.055(2), Florida Statutes (2023), COUNTY, SCHOOL BOARD, AND MUNICIPALITIES reserve the right to amend Exhibits A, B, C, and D in accordance with the amended statute.

**Section 5. Accounting and Audit Reporting.**

(a) Each party shall, as part of its annual financial audit required by section 218.39, Florida Statutes (2023), ensure that all expenditures of the Net Revenues are specifically evaluated and addressed by the audit report. Each party shall have its auditor render an opinion confirming whether the party's funds were used consistent with the requirements and limitations of section 212.055(2), Florida Statutes, and that the party has complied in all material respects with the requirements of this Agreement. MUNICIPALITIES and SCHOOL BOARD shall provide COUNTY with the auditor's opinion letter each year and COUNTY will publish the opinion letters, including its own, on its external website.

(b) To ensure compliance and transparency, the parties agree to diligently maintain all records, books, papers, accounting records, and all other evidence relating to the use of the Net Revenues. This includes detailed financial records outlining the allocation and disbursement of

Net Revenues for each project, invoices, receipts, other proofs of expenditures, and all other documentation necessary to demonstrate the proper use of the Net Revenues.

(c) All parties shall ensure that these records are readily accessible and retrievable for auditing, review, or examination by any authorized representative of the governmental entities seeking the documentation.

(d) At all times the entities will comply with Chapter 119, Florida Statutes (2023).

**Section 6. Entire Agreement.**

(a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the Surtax and the parties agree that, unless otherwise stated herein, 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 based on any prior representations or agreements, whether oral or written, including any agreements related to any prior one cent local government infrastructure surtax.

(b) Any alterations, amendments, or waivers of the provisions of this Agreement other than those addressed in Section 4 of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

**Section 7. Severability.** If a provision of this Agreement or the application thereof to any party or circumstance is held invalid, it is the intent of the parties that such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared severable.

*[Balance of this page left intentionally blank; signatures on pages 7 through 15]*

IN WITNESS WHEREOF, the parties having caused this Agreement to be duly executed in nine (9) counterparts by their respective and duly authorized offices on the respective dates.

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY,  
FLORIDA

\_\_\_\_\_  
JILL MAHRAMUS, Clerk to the  
School Board of Seminole  
County

By: \_\_\_\_\_  
ABBY SANCHEZ, Chair

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
School Board Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF ALTAMONTE SPRINGS

\_\_\_\_\_  
ANGIE APPERSON, City Clerk

By: \_\_\_\_\_  
PAT BATES, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF CASSELBERRY

\_\_\_\_\_  
DONNA G. GARDNER, City Clerk

By: \_\_\_\_\_  
DAVID HENSON, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
AMBER BRANTON, City Clerk

By: \_\_\_\_\_  
DAVID MEALOR, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF LONGWOOD

\_\_\_\_\_  
MICHELLE LONGO  
City Clerk

By: \_\_\_\_\_  
MATTHEW McMILLAN, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF OVIEDO

\_\_\_\_\_  
ELIANNE RIVERA, City Clerk

By: \_\_\_\_\_  
MEGAN SLADEK, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
TRACI HOUCHIN, City Clerk

By: \_\_\_\_\_  
ART WOODRUFF, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

ATTEST:

CITY OF WINTER SPRINGS

\_\_\_\_\_  
CHRISTIAN GOWAN  
City Clerk

By: \_\_\_\_\_  
KEVIN McCANN, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

*[Signatures Continue on Next Page]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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  
County Commissioners at its \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – School Board Project List
- Exhibit B – County Project List
- Exhibit C – Municipalities’ Project List
- Exhibit D – Potential Co-Funded Project List
- Exhibit E – Distribution of Proceeds List

KL/GLK  
5/10/2024 5/14/2024  
T:\Users\gkahn\Sales Tax & Election Related Issues\Use of Penny Sales Tax\2024 Interlocal Docs\5-14-24InterlocalAgrPennySales.docx

EXHIBIT A  
SCHOOL BOARD POTENTIAL PROJECT LIST

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**SCHOOL BOARD PROJECTS**

EXHIBIT A  
SCHOOL BOARD POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## SCHOOL BOARD

### **ATHLETIC FACILITY IMPROVEMENTS**

Replace existing gym bleachers that are broken, beyond repair, and/or obsolete

### **BUS REPLACEMENTS**

Replace buses 10+ years old with new buses w/ 10 year warranty - Increases efficiency/reduces expenses (fuel & parts)

### **HVAC/ENVELOPE IMPROVEMENTS**

Critical Infrastructure Replacement/Renewal (near/beyond system life-cycle) - HVAC, Roofs, Electrical, Plumbing, Windows, Doors

### **SCHOOL BUILDING REPLACEMENTS**

School Construction/Building Replacement

### **SCHOOL RENOVATIONS**

School Renovations and/or Remodels

### **SCHOOL SECURITY IMPROVEMENTS**

School Security/Hardening Measures - Security Cameras, Access Control, Single Point of Access, Radio and Intercom Upgrades

### **SCHOOL-BASED TECHNOLOGY ENHANCEMENTS**

One-to-one computer initiative for secondary school students

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

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**SEMINOLE COUNTY PROJECTS**

**EXHIBIT B**  
**SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST**

POTENTIAL PROJECTS

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**MAJOR PROJECTS**

**CR 419 WIDENING-REED TO LOCKWOOD-JOINT**

Widen CR 419 from 2 to 4 lanes from Reed Avenue to Lockwood Boulevard

**CR 427 AT SR 434 INTERSECTION IMP (COUNTY)**

CR427 to SR434 Intersection and Safety Improvements, including updated engineering study, adaptive traffic system, and additional turn lanes.

**LONGWOOD LAKE MARY RD SAFETY & CAPACITY**

Safety enhancements and capacity improvements to improve the level of service along Longwood Lake Mary Road from CR 427 (Ronald Reagan Blvd) to Greenway Blvd

**LONGWOOD MARKHAM RD SAFETY IMPROVEMENTS**

Safety and Corridor Improvements on Longwood Markham Rd SR46 to Markham Rd, including a needs assessment

**MIDWAY DRAINAGE IMPROVEMENTS**

Construction of new stormwater drainage infrastructure along Midway Avenue from Center Street to the Old Midway Elementary School

**NORTH STREET PH 2 SAFETY IMPROVEMENTS**

Safety improvements from Palm Springs to Central Parkway, including corridor enhancements and median improvements.

**NORTH STREET PH 3 SAFETY IMPROVEMENTS**

Safety Improvements from Palm Springs to Ronald Reagan, including corridor enhancements and median improvements

**SR 417 EXTENSION TO SANFORD AIRPORT-JOINT**

Extension of State Road 417 to Red Cleveland Boulevard to allow for direct access from the Sanford International Airport to the County's interstate system

**STATE ROAD IMPROVEMENTS (FDOT - COUNTY COST SHARE)**

The County may provide local cost share funding for improvements on State Roadways within the County limits. These projects will be reviewed and prioritized annually for funding consideration.

**EXHIBIT B**  
**SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST**

POTENTIAL PROJECTS

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**BRIDGES**

**GLADWIN AVE BRIDGE IMPROVEMENTS**

CUL10539 Gladwin Avenue Culverts (1 – 6 x 6 x 15, Round CMP)

**GRANT ST BRIDGE IMPROVEMENTS**

CUL21468 S. Grant St Culvert@Columbus Harbor Ditch (1 - 11' x 3' x 60' CBC)

**LAURA ST BRIDGE IMPROVEMENTS**

774008 Laura Street over Gee Creek

**ANNUAL BRIDGE SAFETY STANDARD PROJECTS**

Other annual bridge repairs and replacements in accordance with the latest Bridge Inspection Reports and Recommendations

**EXHIBIT B**  
**SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST**

POTENTIAL PROJECTS

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**FLOOD PREVENTION & DRAINAGE**

**POTENTIAL DRAINAGE PROJECTS**

LOCKHART-SMITH CANAL DRAINAGE  
NORTH MARYLAND STREET DRAINAGE  
RIVERBEND BLVD. DRAINAGE IMPROVEMENTS  
OREGON ST DRAINAGE IMPROVEMENTS  
CUTLER ROAD DRAINAGE IMPROVEMENTS  
BIG ECON DRAINAGE IMPROVEMENTS  
LITTLE ECON DRAINAGE IMPROVEMENTS  
SOLDIERS CREEK DRAINAGE IMPROVEMENTS  
GEE CREEK DRAINAGE IMPROVEMENTS  
LITTLE LAKE HOWELL BASIN IMPROVEMENTS  
HOWELL BASIN DRAINAGE IMPROVEMENTS  
LAKE JESUP DRAINAGE IMPROVEMENTS  
SANLANDO SPRINGS DRAINAGE IMPROVEMENTS  
NARCISSUS AVE DRAINAGE IMPROVEMENTS  
LINCOLN HEIGHTS-RAVENNA PK DRAINAGE  
MOBILE MANOR DRAINAGE IMPROVEMENTS  
CECELIA DRIVE DRAINAGE IMPROVEMENTS  
BEAR LAKE WOODS DRAINAGE IMPROVEMENTS  
KIMBERLY COURT DRAINAGE IMPROVEMENTS  
SUNSET DR DRAINAGE IMPROVEMENTS

**OTHER ANNUAL DRAINAGE & PIPELINING PROJECTS**

Other annual drainage and pipelining projects as identified by master plan, CCTV assessments, and pipelining inspections

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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**WALKABLE COMMUNITY & PEDESTRIAN SAFETY**

**EAGLE BLVD COMPLETE STREETS & SIDEWALKS**

Bicycle and pedestrian improvements along the corridor, which may include wider sidewalks/shared use path and landscape improvements. Project includes construction of approx. 2300' of 5' sidewalk along the north side of Eagle Blvd. from Buckskin Way to Tuskawilla Rd.

**ANNUAL ADA IMPROVEMENT PROJECTS**

Annual allocation toward projects that ensure County paths and sidewalks are designed and constructed to serve all users and comply with American with Disabilities Standards.

**ANNUAL PEDESTRIAN CONNECTIVITY PROJECTS**

Annual allocation toward the replacement of existing sidewalks and the construction of new sidewalks to connect existing paths to meet the County's goal to maximize pedestrian safety and mobility needs.

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## ROADWAY PRESERVATION

Annual paving and resurfacing of Countywide arterial, collector, and local roadways. Projects are reviewed and prioritized based on condition analysis. Funding is estimated at \$9M per year.

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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**TRAFFIC CONGESTION & SAFETY IMPROVEMENTS**

**CR 46A AT AIRPORT BLVD INTERSECTION IMPROVEMENTS**

Intersection improvements at CR 46A (25th St) and Airport Blvd, including extending the westbound left turn lane by 185 ft.

**CR 46A AT HE THOMAS INTERSECTION IMPROVEMENTS**

Intersection improvements at CR 46A (HE Thomas Jr Pkwy) and CR 15 (Country Club Rd), including extending the westbound left turn lane by 175 ft.

**CR 46A AT UPSALA RD INTERSECTION IMPROVEMENTS**

Intersection improvements at CR 46A (HE Thomas Jr Pkwy) and CR 15 (Upsala Rd), including extending the eastbound left turn lane by 170 ft.

**CR 46A AT INTERNATIONAL PKY SAFETY IMPROVEMENTS**

This project will add a dedicated southbound right turning lane and change the current southbound outside lane from a shared through-right lane to a dedicated through lane.

**FORT CHRISTMAS RD SAFETY IMPROVEMENTS**

Project includes minor realignment of Fort Christmas Road and reconfiguration of the intersection at Miracle Lane. Includes ROW acquisition to accommodate new realignment.

**HOWELL BRANCH RD AT ENSOR TERR-BUTLER SAFETY IMPROVEMENTS**

Safety improvements to address capacity issues at SR 436 at Howell Branch Rd. Widen north side of Howell Branch Rd for additional eastbound through lane from Sorrento Cir to Ensor Ter (580 ft). Lane will be a shared through/right-turn lane, which ties into existing eastbound lane approaching SR 436.

**LAKE MARY BLVD TURNLANE AT INTERNATIONAL PKY**

Addition of a new second eastbound left turn lane along Lake Mary Boulevard at International Parkway

**OLD LAKE MARY RD AT CR 46A INTERSECTION IMPROVEMENTS**

Intersection improvements at Old Lake Mary Rd and CR 46A (HE Thomas Jr Pkwy) to include new the southbound right turn lane by 200 ft.

**SR46 GENEVA SAFETY IMPROVEMENTS (COUNTY DESIGN)**

Design and pre-construction costs to widen CR 415 to four lanes through Geneva.

**WEKIVA SPRINGS LN AT MANOR AVE INTERSECTION IMPROVEMENTS**

Intersection improvements at Wekiva Springs Ln/Manor Ave and SR 434, including adding a 75 ft southbound right turn lane.

**OTHER TRAFFIC CONTROL SYSTEM MODERNIZATION PROJECTS**

**OTHER TRAFFIC SAFETY & EFFICIENCY PROJECTS**

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## TRAILS & PARK INFRASTRUCTURE

### TRAIL IMPROVEMENTS

KEWANEE DESTINATION TRAIL LOOP  
DEER RUN TRAIL LOOP  
ROLLING HILLS TRAIL LOOP  
BLACK BEAR WILDERNESS BOARDWALK IMPROVEMENTS  
OVERLOOK PARK BOARDWALK IMPROVEMENTS  
CROSS SEMINOLE TRAIL 46A TO SR46  
SEMINOLE WEKIVA TRAIL IMPROVEMENTS  
CROSS SEMINOLE TRAIL IMPROVEMENTS  
LAKE MONROE LOOP TRAIL  
KEWANEE TRAIL EXTENSION  
CR 419 PATHWAYS  
BLACK HAMMOCK PATHWAYS  
ALTAMONTE SUNRAIL CONNECTOR  
WEKIVA OVERLOOK CONNECTOR  
ECON WILDERNESS AREA CONNECTOR  
MIDWAY TRAIL

### PARK IMPROVEMENTS

SANLANDO PARK IMPROVEMENTS  
SOFTBALL COMPLEX IMPROVEMENTS  
SPORTS COMPLEX IMPROVEMENTS  
RED BUG LAKE PARK IMPROVEMENTS  
WEKIVA GOLF IMPROVEMENTS  
BIG TREE PARK IMPROVEMENTS  
BOOKERTOWN PARK IMPROVEMENTS  
GREENWOOD LAKES PARK IMPROVEMENTS  
KEWANEE PARK IMPROVEMENTS  
ROSELAND PARK IMPROVEMENTS  
DEER RUN PARK IMPROVEMENTS  
BLACK BEAR WILDERNESS IMPROVEMENTS  
ROLLING HILLS PARK NORTH CONNECTOR  
JAMESTOWN PARK  
SYLVAN LAKE PARK EXPANSION  
ROSENWALD COMMUNITY SERVICES BLDG

### LIBRARY IMPROVEMENTS

LIBRARY EAST BRANCH EXPANSION (OVIEDO)  
LIBRARY CENTRAL BRANCH IMPROVEMENTS (CASSLEBERRY)  
LIBRARY NORTH BRANCH IMPROVEMENTS (SANFORD)  
LIBRARY NORTHWEST BRANCH IMPROVEMENTS (LAKE MARY)  
LIBRARY WEST BRANCH IMPROVEMENTS (LONGWOOD)

### OTHER TRAIL AND PARK IMPROVEMENTS

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## WATER QUALITY PROTECTION

### **LAKE, RIVER & AQUIFER PROTECTION PROJECTS**

Annual projects dedicated to the protection of all waterways in the County's system of lakes, rivers, and aquifer. Projects will help meet Florida Department of Environmental Protection requirements to minimize pollution in our natural water resources, including all waterbodies impacting the Wekiva River and St Johns River.

EXHIBIT B  
SEMINOLE COUNTY BCC POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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**OTHER LEGALLY AUTHORIZED INFRASTRUCTURE**

Other Critical Government Infrastructure projects as allowable by law if funding is available.  
This includes capital expenditures related to public facilities as defined in Florida Statute  
212.055

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

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**CITY MUNICIPALITIES PROJECTS**

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF ALTAMONTE SPRINGS

### **ADA RAMP PROJECTS**

Construct ADA ramps in La Floresta, Stonewood and other established neighborhoods that need ADA ramp connections and other safety sidewalk work.

### **BICYCLE FACILITIES**

Improve and/or construct bike lanes, shared-use paths and multiuse trails to improve biking safety. Up to six (6) miles as outlined in the City's Mobility Plan.

### **CAPITAL BRIDGE REPAIRS**

Construct capital repairs needed for various City bridges, including replacing wood structures at Lake Lotus Park.

### **CORRUGATED METAL PIPE REPAIR BY PIPE LINING**

Repair and line \$750,000 of City corrugated metal pipes each year. This includes rehabbing drainage structures as well.

### **ELLSWORTH STREET UNDERDRAIN REPLACEMENT**

Replace underdrain under Ellsworth Street to maintain subsurface water flow and avoid roadway saturation.

### **GALLOWAY DRIVE REALIGNMENT**

Construct realignment of Galloway Drive directly across from Leonard Street to improve intersection efficiency and safety. The estimate includes signal and electrical transmission line relocations.

### **HIDDEN HARBOR NEIGHBORHOOD IMPROVEMENT-CONSTRUCTION**

Construct infrastructure improvements in the neighborhood including utilities, stormwater, roadway, sidewalk, ADA and safety infrastructure.

### **LITTLE WEKIVA RIVER GRADE CONTROL STRUCTURE EVALUATION & CONSTRUCTION**

Reevaluate grade control structures in the Little Wekiva River to improve rivers flows, and reduce erosion.

### **OUTFALL FEASIBILITY STUDY**

Untreated stormwater to have Best Management Practices (BMP's) such as baffle boxes or other nutrient removal infrastructure.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF ALTAMONTE SPRINGS

### **PEDESTRIAN CROSSING SAFETY PROJECTS**

Construct rectangular rapid flashing beacons (RRFB's), raised crosswalk or other related improvements at various locations throughout the City to improve mobility safety.

### **PEDESTRIAN FACILITIES**

Improve and/or construct sidewalks and multiuse paths to improve pedestrian safety. Up to eight (8) miles as outlined in the City's Mobility Plan.

### **RIVER RUN NORTH NEIGHBORHOOD IMPROVEMENT-CONSTRUCTION**

Construct infrastructure improvements in the neighborhood including utilities, stormwater, roadway, sidewalk, ADA and safety infrastructure.

### **RIVER RUN SOUTH NEIGHBORHOOD IMPROVEMENT-CONSTRUCTION**

Construct infrastructure improvements in the neighborhood including utilities, stormwater, roadway, sidewalk, ADA and safety infrastructure.

### **ROADWAY RESURFACING AND/OR RECONSTRUCTION**

Pave and or repair \$750,000 of City roadways each year. Implement city-wide paving and related improvements.

### **RONALD REAGAN COMPLETE STREETS-BALLARD ST TO SR436**

Design and construct complete street improvements on Ronald Regan Boulevard. Improve bicycle and pedestrian infrastructure and transit accommodations to connect the East Town Center redevelopment area, Altamonte Springs Sunrail Station and Eastmonte Park. Construct roadway safety improvements for all users of this roadway. This project will be in coordination with the County Road 427 Complete Streets project in the Seminole County Mobility Plan Ordinance, and the City of Altamonte Springs' Mobility Plan Ordinance.

### **SEDIMENT REMOVAL-LITTLE WEKIVA & LAKE LOTUS PARK-FEASIBILITY STUDY & CONSTRUCTION**

Determine the feasibility and benefit cost ratio to remove sediment at outfall pipes into Lake Lotus and establish the wetland within the park. Dredge and restore wetland, install erosion control measures on river banks.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF ALTAMONTE SPRINGS

### **SPRING LAKE ROAD COMPLETE STREET**

Construct complete street improvements on Spring Lake Road. Improve bicycle and pedestrian infrastructure to connect southeast communities to Maitland Avenue and St. Mary Magdalen School. Construct roadway safety improvements for all users of this roadway.

### **SPRING OAKS BOULEVARD COMPLETE STREETS PROJECT**

Provide safety, bicycle, pedestrian and drainage improvement to calm traffic speeds and reduce localized roadway flooding on Spring Oaks Boulevard. This project is outlined in the City's Mobility Plan.

### **STORMWATER CAPITAL PROJECTS**

Design and construct projects that address the needs identified in the City's Stormwater Master Plan.

### **TRANSIT INFRASTRUCTURE IMPROVEMENTS**

Transit planning, operational oversight, and implementing various transit amenities (shelters and transit hub improvements) as outlined in the City transit plan.

### **WEST TOWN PKY & WEST TOWN CORNER-INTERSECTION IMPROVEMENTS**

Refurbish intersection. Replace bricks at intersection or construct a roundabout to improve intersection safety.

### **WEST TOWN PKY @ LAUREL ST ROUNDABOUT-INTERSECTION**

Design and construct roundabout intersection efficiency and safety improvement.

### **WEST STATE ROAD 436 PEDESTRIAN SAFETY-PHASE 2**

Extend pedestrian safety project to the western side of West State Road 436 from Interstate 4 to State Road 434. This is a connected vehicle project to add high definition cameras and processors to West State Road 436 at major intersections. The estimate assumes matching grant funding from Federal or State grants.

### **AUTONOMOUS VEHICLE (AV) MOBILITY / SHUTTLE PROJECTS**

Design and construct infrastructure and capital vehicle costs for various Autonomous Vehicle (AV) mobility / shuttle projects in the City. The Gateway Drive Autonomous Vehicle project will connect Seminole State College, Advent Health headquarters, Gateway Drive, Maitland Summit and RDV Sportsplex. Estimate assumes matching grant funding from other sources.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF ALTAMONTE SPRINGS

### **GATEWAY DRIVE AT LOTUS LANDING BOULEVARD-INTERSECTION**

Design and construct intersection efficiency and safety improvement. Construct a potential roundabout.

### **KELLER ROAD AT GATEWAY DRIVE - INTERSECTION IMPROVEMENT**

Provide Intersection improvements such as roundabout or signalization and add turn lane improvements for capacity, efficiency and safety. This project is outlined in the City's Mobility Plan.

### **NEWBURYPORT AVENUE, MAGNOLIA, AND HERMITS TRAIL - INTERSECTION**

Design and construct intersection efficiency and safety improvement.

### **STATE ROAD 434 AT GATEWAY DRIVE - INTERSECTION IMPROVEMENT**

Add westbound dual right turn lanes and second northbound left turn lane to improve intersection capacity and safety. This project is outlined in the City's Mobility Plan.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF CASSELBERRY

### **ASCENSION TRAIL**

Shared use path/trail connecting Talisman to Integra Lakes/Lake Concord Park via Ascension and Golf Course

### **AVALON BLVD AND CANTERBURY CIR COMPLETE STREET**

Narrow Avalon and Canterbury to 20 ft to install 8-10 ft wide shared use path on the south/east side on Avalon and west side on Canterbury. Complements internal Dew Drop Park trail improvements by completing a trail loop.

### **BRITTANY CIRCLE COMPLETE STREET IMPROVEMENTS**

Narrow Brittany Circle to accommodate trail and help with traffic calming; may include raised midblock crossings, speed cushions, and additional safety/stripping improvements. Potential street parking and/or chicaning for more traffic calming. To also include improvements on Laurel between Brittany and trail crossing to the east.

### **CARRIAGE HILL SAFETY AND TRAFFIC CALMING**

Traffic calming improvements with vertical deflection such as speed cushions and raised crosswalks at key locations. Includes bike lane installation on Carriage Hill Dr and accessibility improvements on Lamplight Way.

### **CASSELTON DR AND GREENCASTLE BLVD - PHASE 2**

Complete street improvements to include lane narrowing/elimination and wider sidewalks for Greencastle Blvd, Casselton Dr from Greencastle to north terminus, and Casselton Dr from Blaine Terrace to SR 436. May also convert two existing Casselton crosswalks to raised crosswalks to better slow traffic.

### **CITYWIDE VARIOUS STREET REHABILITATION**

Pavement rehabilitation of approximately 25% of City street-miles with misc ADA, safety, and traffic calming improvements at select locations.

### **CRYSTAL BOWL CIRCLE COMPLETE STREET**

Narrow Crystal Bowl to 20 ft to install 8-10 ft wide shared use path on the outside radius. Includes Casselberry Greenway Trail improvements between Casselberry Elementary and Crystal Bowl Park.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF CASSELBERRY

### **CULTURAL CORRIDOR CONNECTIVITY**

Various sidewalk, safety, and connectivity improvements, including fill in "gap" in Lemon Lane to complete connection to Anchor Road by building boardwalk/trail to connect Lemon/Lincoln intersection to Lemon/Anchor Rd.

### **LAKE KATHRYN TO GEE CREEK TRAIL**

Shared use path from Lake Kathryn Cir to Winter Park Dr via City property and right of way, including pedestrian bridge over Gee Creek to connect Sundown Trl to Gee Creek Ln

### **N TRIPLET LAKE DR AND OAKWOOD DR COMPLETE STREET**

Generally narrow Oakwood Dr and N Triplet Lk Dr by 2-4 ft down to 20 ft and widen existing sidewalks to 7-10ft w/o raised curb

### **NORTHEAST CASSELBERRY TRAIL**

Trail connection linking Murphy Rd at Seminola Blvd to 7th St at N Winter Park Dr via City-owned property (portion in Winter Springs)

### **NORTHWEST CASSELBERRY SAFETY AND TRAFFIC CALMING**

Various traffic calming, sidewalk, safety, and connectivity improvements linking N Griffin Dr at 17-92 to N Cypress Way at W Melody Ln. Potential additional "Bicycle Boulevard" features.

### **OSCEOLA TRAIL SAFETY AND TRAFFIC CALMING**

Traffic calming improvements. Remove center line and only place at key locations (tight curves). Install vertical deflection such as speed cushions and raised crosswalks at key locations such as sidewalk connections to Winter Park Dr and Lake Hodge Park.

### **OVERBROOK DR SAFETY AND TRAFFIC CALMING**

Traffic calming improvements with vertical deflection such as speed cushions and raised crosswalks at key locations.

### **SAUSALITO BLVD COMPLETE STREET IMPROVEMENTS**

Complete street improvements to potentially include lane elimination, roadway narrowing, crosswalks, speed cushions, additional and/or wider sidewalks, and drainage improvements.

### **WILSHIRE DR COMPLETE STREET**

Complete Street Improvements to include lane narrowing to accommodate trail on Wilshire Dr from Mark David to Brittany and on Mark David from Wirz Park to Wilshire Dr. Bike lanes on Wilshire Dr from S Winter Park Dr to Mark David.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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**CITY OF LAKE MARY**

**ROADWAY PRESERVATION**

ROADWAY/ASPHALT REHABILITATION

**TRAFFIC CONGESTION & SAFETY IMPROVEMENTS**

SHEALY RD FIRE TRUCK TURN-AROUND

UPGRADE PEDESTRIAN SIGNALS

**FLOOD PREVENTION & DRAINAGE**

EVANSDALE RD ROADWAY & DRAINAGE IMPROVEMENTS

LESLIE LN DRAINAGE IMPROVEMENTS

**BRIDGES**

N COUNTRY CLUB RD BRIDGE WIDENING

**WALKABLE COMMUNITY & PEDESTRIAN SAFETY**

MAIN ROAD SIDEWALK IMPROVEMENTS

CURB REPLACEMENTS

**OTHER INFRASTRUCTURE AS ALLOWABLE BY LAW**

RINEHART RD CONVERSION TO UNDERGROUND POWER

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF LONGWOOD

### **ADA REHABILITATION AND CONST**

Upgrade ADA ramps and add ramps and sidewalk connections where missing.

### **CITY PARK UPGRADES**

Install ADA compliant sidewalks and paths and stormwater system to catch runoff.

### **CITYWIDE RESURFACING PLAN**

Resurface of streets based on Bi-annual pavement scoring reports

### **E. CHRUCH AVE COMPLETE STREETS**

Addition and enhancement of sidewalks and safety features

### **HYBRYD BEACON, RECTANGULAR RAPID FLASHING BEACONS, PEDESTRIAN SIGNALS**

Various locations per Mobility Plan and Vision Zero

### **INTERCITY TRAIL, BIKE LANES & SHARED USE PATH**

Add bike facilities, trails, and shared use paths withing the city

### **LOCALIZED DRAINAGE IMPROVEMENTS**

Add stormwater system and localized road rehab

### **RAISED CROSSWALKS & TRAFFIC CALMING PROJECTS**

Example intersections at Orange Ave. at Credo St and Lakeview Drive

### **SAVAGE RD EXT OR BENNETT/CEN FL PKY EXT-CITY SHARE**

New 2 lane roadway from Commercial area to Industrial area

### **SIDEWALK ENHANCEMENTS**

Replace, widen and construct new Sidewalk in residential neighborhoods and commercial areas in order to increase safety and mobility

### **THOROUGHFARE LANDSCAPING**

Update landscaping on main corridors to provide safer and more aesthetically pleasing and walkable streets.

### **W. WARREN AVE COMPLETE STREETS**

Addition of Sidewalks, drainage system and traffic calming

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF OVIEDO

### **10 YEAR CITY WIDE RESURFACING**

City-Wide resurfacing of various City maintained streets per the City annual resurfacing program schedule. Continuation of existing project.

### **ALEXANDRIA BLVD CORRIDOR IMPROVEMENTS**

Road Diet to reduce travel lanes from four (4) to two (2) lanes and Complete Street/Mobility Improvements from State Road 434 to Alafaya Woods Boulevard. May include roundabout improvements at the Alexandria Blvd./Clara Lee Evans Way, Alexandria Blvd./Oviedo Blvd., and Alexandria Blvd./Alafaya Woods Blvd. intersections.

### **ARTESIA STREET ROADWAY/DRAINAGE IMPROVEMENTS**

Replacement of existing roadway crossing of Sweetwater Creek to include roadway, drainage and pedestrian element improvements.

### **CITY-WIDE SIDEWALK/CURBING IMPROVEMENTS**

City-Wide Sidewalk and Curbing projects that include new gap installation projects and replacement of existing damaged infrastructure. Continuation of existing project.

### **COMPLETE STREETS REED AVENUE IMPROVEMENTS-OVIEDO**

Complete street improvements along Reed Avenue to include traffic calming, landscaping, pedestrian, sidewalks, curbing and shoulder improvements from County Road 426 to County Road 419.

### **DOCTORS COURT EXTENSION TO OVIEDO BOULEVARD**

New two lane roadway connecting the existing terminus of Doctors Court with Oviedo Boulevard. Routing to be determined as part of project. Right of way acquisition will be necessary.

### **EAST CHAPMAN ROAD CORRIDOR IMPROVEMENTS-OVIEDO**

Additional lanes at SR 434 intersection, signalization optimization, widening, operational, access and mobility improvements to be determined by engineering study from State Road 434 to Citrus Cove Drive.

### **EAST MITCHELL HAMMOCK RD PEDESTRIAN CROSSING**

Pedestrian crossing at grade, over or tunnel under E. Mitchell Hammock Road at Oviedo Boulevard.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF OVIEDO

### **LOYD LANE EXTENSION**

Extension of Loyd Lane to East Franklin Street. Includes 2-lane road extension with sidewalks, right-of-way acquisition and possible wetlands mitigation.

### **MISSION ROAD AREA DRAINAGE IMPROVEMENTS**

Improve stormwater management systems along Corbin Court, Drone Lake, Field Street, Mission Road (including outfall), Pecan Street, Rich Drive, and Shed Street.

### **NORTH LAKE JESUP REGIONAL POND**

Construct outfall system for Isolated Wetland along North Lake Jessup Avenue. Construct stormwater pond for nutrient removal.

### **OVIEDO BOULEVARD EXTENSION**

Extension of Oviedo Boulevard from Mitchell Hammock Road to Alexandria Boulevard including sidewalk and on-street parking and other mobility improvements. May include a roundabout at the intersection of Alexandria Boulevard.

### **PUBLIC SAFETY BUILDING RENOVATION/REPLACEMENT**

Architectural and Engineering Design. New vehicle storage building. Complete Interior Renovation. Complete Exterior Renovation. Complete two story offices in former fire bay area. Replacement of roof, windows, and doors. Installation of new HVAC chiller system, interior and exterior. Demolition if needed.

### **PUBLIC SAFETY TRAINING CENTER**

Four story Training Center for Police and Fire personnel including, but not limited to, burn rooms, interior stairs, rappelling anchors, attic, four story elevator shaft, two story balcony, and movable walls.

### **SOUTH LOCKWOOD BLVD ROUNDABOUT**

Convert the existing two-way stop-controlled intersection into a multilane roundabout on South Lockwood Boulevard. Incorporate Florida-Friendly landscaping.

### **SWEETWATER CREEK STORMWATER IMPROVEMENT**

This is a multiphase project involving the following: stream restoration, stream stabilization, flood protection, and water quality improvements for Sweetwater Creek.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF SANFORD

### **1ST STREET ROAD, SIDEWALK, LIGHTING IMPROVEMENTS**

1st street from Sanford Avenue to Mellonville Avenue. Overhaul of the street to be contiguous with the other downtown streetscape features. Upgrades to include lighting, landscaping and other decorative features along with brick pavers.

### **CELERY AVE BEAUTIFICATION AND CIRCULATION IMPROVEMENTS**

Road beautification and circulation improvements on celery from city maintenance limits 1200' east of Brisson to 17-92. With new development east of Sanford, traffic congestion has become problematic on Celery Avenue with the daily volume. By improving the intersection we can ease the loading and allow smoother movement and faster response times for emergency vehicles. Celery avenue will also receive some aesthetic improvements.

### **CITY-WIDE REPAIR & MAINT OF BRICK PAVED ROADWAYS**

With our streetscape projects the need for expert brick paver repair is an absolute necessity. Funding for asphalt and concrete construction and devices will also include striping and signage.

### **MELLONVILLE AVENUE ROAD REHABILITATION**

Full depth recycling of roadway. Collector roads in need of new curbing and rehabilitation from SR 46 to Seminole Boulevard.

### **ROADWAY ASPHALT REHABILITATION PROJECTS**

Yearly rehabilitation for city maintained roads and trails to include full depth recycling, pavement management testing, concrete repair, striping and traffic signalization loop replacement.

### **SIDEWALK CONSTRUCTION & ADA PEDESTRIAN COMPLIANCE**

Annual funding for 10 years. Contractual services for City-wide sidewalk and trail installation and repairs. Also includes ADA compliance to City owned facilities.

### **STREET LIGHT INSTALLATION AND REPAIR PROJECTS**

For repair to our pedestrian-roadway lighting. Over the course of the last 20 years, the decorative lighting from our streetscape and beautification projects needs routine upgrading. These lights serve both pedestrian and street traffic.

### **TRAFFIC CALMING-CIRCULATION PROJECTS**

For construction of traffic calming devices such as speed tables and raised crosswalks along with parking and circulation improvements at Seminole Blvd and French Avenue Riverwalk. Funding for asphalt and concrete construction and devices will also include striping and signage.

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF WINTER SPRINGS

### **BRIDGE IMPROVEMENTS**

Potential projects include N. Northern Way Bridge Replacement (775709); S. Northern Way Bridge Replacement (775703); Winter Springs Boulevard over Howell Creek (775711); Winter Springs Boulevard over Bear Creek (775710)

### **DRAINAGE IMPROVEMENTS**

Potential projects include upsize Culverts to Bridge at Shore Rd. at Gee Creek; upsize Culverts to Bridge at Alton Rd. at Gee Creek; pipe open ditch drainage conveyance from Flamingo Ave, to S. Edgemon Ave; pipe open ditch drainage conveyance 61 S. Devon Ave. to Lombardy Rd; repair of Tuskawilla Crossings Pond; reconstruction of Wetland Park Outfall; and other pond rehabilitation and pipe replacements

### **PARK PROJECTS**

Potential projects include Playground Resurfacing Trotwood Park; Field House for Torcaso Park; Fencing for Central Winds Park

### **POLICE SAFETY PROJECTS**

Potential projects include Ingress Deceleration / Turn Lane from SR 434 at Heritage Park; Ingress Deceleration / Turn Lane from WB SR 434 at Central Winds Park; Ingress Deceleration / Turn Lane from EB SR 434 at Michael Blake Boulevard; Five 30" x 30" Flashing Stop Signs; Five Safe Pace 100 Speed Radar Signs, Solar Powered w/white universal bracket with software

### **RECLAIM WATER MAIN IMPROVEMENTS**

Potential projects include Tuskawilla Crossings RCW Extension; Chestnut Ridge Subd. RCW Connection

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

POTENTIAL PROJECTS

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## CITY OF WINTER SPRINGS

### **ROADWAY PRESERVATION PROJECTS**

Potential projects include Murphy Rd; Dolphin Rd; Greenbriar Ln; S Galloway Ter; Sheoah Blvd; Lynx Trl; Oselot Trl; Bombay Ave; Lombardy Rd; Irwin Ct; Quail Nest Dr; Treymore Ct; Burgos Rd; N Elk Ct; Maple Ct; Daron Ct; S Fairfax Ave; White Oak Dr; Duncan Dr; Sheoah Blvd; S Elk Ct; Taproot Dr; N. Tuskawilla Rd; Tam Ct; Sheoah Blvd; Northern Way; N Moss Rd; Oak Forest Dr; Chokecherry Dr; Gretna Ct N; W Panama Rd; Macgregor Rd; Shepard Rd; N Fairfax Ave; Sapling Dr; Lancers Dr; Gazell Trl; Sequoia Ct; Shore Rd; Inglenook Cir; Macgregor Rd; Forest View Ct; Gretna Ter; N 3Rd St; Cougar Ct; Sequoia Dr; Turkey Hollow Cir; Dolphin Rd; Coral Way; Jaguar Ct; Jeffrey Ct; Marlin Rd; Mimosa Ct; N Devon Ave; Old Sanford-Oviedo Rd; Puma Trl; Silver Creek Dr; Twelve Oaks Dr; Wolverine Trl; Macgregor Rd; Sheoah Blvd; Clubwood Ct; Cypress Ct; Dewar; Aberdeen Ct; Bear Paw Ct; Oak Ct; Blades Ct; Pheasant Cir; Rhoden Ln; S Edgemon Ave; Woodchuck Ct; Erica Way; Forest Cir; Galloway Dr; Aberdeen Ln; N 1St Ct; Yellow Pine Ct; Marni Dr; Chokecherry Ct; Ayerswood Ct; Glen Eagle Dr; Locust Ct; N Galloway Ct; Sensation Ln; Superior Ct; Tides Rd; Walden Way; S. Winter Springs Blvd; Dundee Dr; Fisher Rd (Dunmar Estates To Seville Chase); Forest Creek Dr; Kentstown Ct; Belle Ave; Newton Ct; Blumberg Blvd; S Panama Cir; Willow Way; Lancers Dr; Calico Ct; Sybilwood Cir; Antelope Trl; Elmwood Ct; Lamoka Ct; Lisa Loop; Little Fawn Ct

### **WATER SYSTEM IMPROVEMENTS**

Potential projects include; Sheoah Blvd Water Main Replacement; Winter Springs Blvd. Water Main Replacement

EXHIBIT C  
MUNICIPALITIES POTENTIAL PROJECT LIST

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**OTHER LEGALLY AUTHORIZED INFRASTRUCTURE**

Other Critical Government Infrastructure projects as allowable by law if funding is available.  
This includes capital expenditures related to public facilities as defined in Florida Statute

**EXHIBIT D**  
**OTHER POTENTIAL JOINT PROJECTS FOR FUTURE CONSIDERATION IF REVENUES ALLOW**

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**OTHER POTENTIAL JOINT PROJECTS**

## EXHIBIT D

### OTHER POTENTIAL JOINT PROJECTS FOR FUTURE CONSIDERATION IF REVENUES ALLOW

#### POTENTIAL PROJECTS

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#### **TRAFFIC CONGESTION & SAFETY IMPROVEMENTS**

COMPLETE STREETS MAITLAND AVE-SR 436 TO ORANOLE RD-ALTAMONTE  
COMPLETE STREETS OAKLAND RD-ORANOLE TO SPRING LAKE-ALTAMONTE  
COMPLETE STREETS ORANOLE ROAD-MT VERNON PKWY TO MAITLAND AVE-ALTAMONTE  
INTERSECTION IMPROVEMENT STATE ROAD 434 AT SAND LAKE ROAD-ALTAMONTE  
TRAFFIC SIGNAL @ 1ST STREET AND RONALD REAGAN BLVD-ALTAMONTE  
COMPLETE STREETS SR 434-MAITLAND BLVD TO MONTGOMERY RD-ALTAMONTE  
COMPLETE STREET PARK DRIVE-CASSELBERRY  
COMPLETE STREET WINTER PARK DR-CASSELBERRY  
WASHINGTON AVE-LONGWOOD LAKE MARY RD REALIGNMENT-LAKE MARY  
COMPLETE STREET CR 427-NORTH ST TO SR 434-LONGWOOD  
COMPLETE STREETS DOG TRACK RD-LONGWOOD  
COMPLETE ST CR 427-PALMETTO TO LONGWOOD LK MARY RD-LONGWOOD  
INTERSECTION IMPROVEMENTS US 17-92 & OTHER HIGH CRASH LOCATIONS-LONGWOOD  
MAST ARM UPGRADES-LONGWOOD  
SIGNAL IMPROVEMENTS-STATE OR COUNTY ROADS-LONGWOOD  
SAVAGE ROAD EXTENSION-LONGWOOD  
RAILROAD CROSSING RELOCATION-LONGWOOD  
ADAPTIVE TRAFFIC IMPROVEMENTS SR426/CR419 AND SR 434-OVIEDO  
OLD LOCKWOOD ROAD ROUNDABOUT-OVIEDO  
SR426/CR419 PH3 WIDENING-OVIEDO  
INTERSECTION IMP MITCHELL HAMMOCK/LOCKWOOD AND CR419-OVIEDO  
SR434 COMPLETE STREET - ARTESIA ST TO FRANKLIN ST-OVIEDO  
SR434 COMPLETE STREET - GARDEN ST TO CLONTS ST-OVIEDO  
MITCHELL HAMMOCK CORRIDOR IMPROVEMENTS-OVIEDO  
PINE AVENUE ADDITIONAL LEFT TURN LANE-OVIEDO  
COMPLETE STREETS CR 427 RONALD REAGAN-EAST ALTAMONTE DR TO LONGWOOD ST-ALTAMONTE

#### **FLOOD PREVENTION & DRAINAGE**

MAIN ROAD-S COUNTRY CLUB STORMWATER LIFT STATION-LAKE MARY

#### **TRAILS & PARK INFRASTRUCTURE**

KEWANNEE TRAIL EXTENSION-CASSELBERRY  
PARK DR TO MURPHY RD CONNECTIVITY-CASSELBERRY  
SHARED USE PATH LAKE HOWELL RD-CASSELBERRY  
US 17-92 TO LAKE KATHRYN CIR CONNECTIVITY-CASSELBERRY  
EVANS STREET SHARED USE PATH-OVIEDO  
CR 419 TRAIL IMPROVEMENTS-OVIEDO

#### **WALKABLE COMMUNITY & PEDESTRIAN SAFETY**

SIDEWALKS DOUGLAS AVE W SR436 TO CENTRAL PKY-ALTAMONTE  
LOCKWOOD BLVD PEDESTRIAN CROSSINGS IMPROVEMENTS-OVIEDO

#### **BRIDGES**

SHORE RD AT GEE CREEK CULVERTS-WINTER SPRINGS  
ALTON RD AT GEE CREEK CULVERTS-WINTER SPRINGS

Seminole County

Infrastructure Sales Surtax 2024 Interlocal Agreement

Page 44

EXHIBIT E  
DISTRIBUTION OF PROCEEDS

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**DISTRIBUTION OF PROCEEDS**

EXHIBIT E  
DISTRIBUTION OF PROCEEDS

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SCHOOL BOARD	25.00%
SEMINOLE COUNTY BOCC	50.00%
 <b>MUNICIPALITIES - Section 3(e)</b>	
ALTAMONTE SPRINGS	4.65%
CASSELBERRY	2.95%
LAKE MARY	1.70%
LONGWOOD	1.61%
OVIEDO	3.94%
SANFORD	6.32%
WINTER SPRINGS	3.83%
MUNICIPALITIES TOTAL	<u>25.00%</u>



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0660**

**Title:**

Approve and authorize the Chairman to execute the First Amendment to the Developer Agreement for HOME Program Funding Somerset Landings Apartments and the Restrictive Use Covenant (RUC) to amend the number of units for income-qualified households. District5 - Herr (**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 Somerset Landing Developer and Seminole County entered into an Agreement on February 27, 2024, to assist the County in utilizing HOME funds in the amount of \$100,000 to go toward the construction of an 84-unit affordable housing development located on Olive Avenue in Sanford.

In this First Amendment we are identifying the total number of HOME funded rental units that will be restricted for low-income households. We are also revising Exhibit B, the Restricted Use Covenants (RUC) to include the income and maximum rent limits for the HOME rental units in accordance with HUDs affordable rental housing requirements and the Community Development internal policies and procedures. The rental units will be monitored by our Compliance team and maintained through the established affordability period of 50 years by the Community Development and rental developer. The original agreement and RUC included the total amount of rental units for the entire rental project which included various funding sources in addition to Seminole County HOME funds.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the First

Amendment to the Developer Agreement for HOME Program Funding Somerset Landings Apartments and the Restrictive Use Covenant (RUC) to amend the number of units for income qualified households.

**FIRST AMENDMENT TO DEVELOPER AGREEMENT  
FOR HOME PROGRAM FUNDING  
SOMERSET LANDINGS APARTMENTS**

**THIS FIRST AMENDMENT** is made and entered into this   21   day of   May  , 2024, and is to that certain Agreement made and entered into on the 27th day of February, 2024, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **SOMERSET LANDINGS, LTD**, a Limited Partnership, whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714, hereinafter referred to as “**DEVELOPER**”, for the use and benefit of its HOME Investment Partnership Program (“**HOME**”) funds.

**W I T N E S S E T H:**

**WHEREAS**, DEVELOPER and COUNTY entered into the above referenced Agreement on February 27, 2024, to assist COUNTY in utilizing HOME funds to go towards the construction of the Property; and

**WHEREAS**, the parties desire to amend the Agreement to add a whereas clause, add definitions, revise the restrictive use covenant, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 9 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. The **W I T N E S S E T H** Section of the Agreement is deleted and replaced, to read as follows:

**WHEREAS**, COUNTY receives an annual allocation of HOME (24 CFR Part 92) funding

for the purpose of expanding the supply of decent, safe, sanitary, and affordable housing, with a primary focus on rental housing, for very low-income and low-income families; and

**WHEREAS**, COUNTY's 2020-2024 Consolidated Plan strategy includes the allocation of HOME funding to increase access to affordable housing with the construction of rental housing; and

**WHEREAS**, DEVELOPER submitted a New Construction Local Contributions Tax Credit Multi-Family Rental Properties funding application and requested HOME funds from COUNTY in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for the construction of Somerset Landings Apartments, an 84-unit affordable housing development, hereinafter referred to as the "Property," as more particularly described in Exhibit A, Project Scope/Budget, attached to and incorporated in this Agreement; and

**WHEREAS**, COUNTY desires to engage DEVELOPER to assist COUNTY in utilizing HOME funds to go towards the construction of the Property; and

**WHEREAS**, DEVELOPER shall provide two (2) affordable rental housing units for Income Qualified Households whose income from all sources is less than or equal to eighty percent (80%) of the area's median income of which shall be HOME funded; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPER agree as follows:

2. Section 2 of the Agreement is deleted and replaced to read as follows:

**Section 2. Definitions.**

- (a) "COUNTY" means Seminole County.
- (b) "DEVELOPER" means Somerset Landings, Ltd.
- (c) "FHFC" means the Florida Housing Finance Corporation.

- (d) "HOME" means HOME Investment Partnership Program.
- (e) "RUC" means the Restrictive Use Covenant executed by and between COUNTY and DEVELOPER in conjunction with the execution of this Agreement.
- (f) "HOME Regulations" means Title 24 of Code of Federal Regulations Part 92 (24 CFR 92).
- (g) "AMI" means the Area Median Income for the Orlando Metropolitan Statistical Area.
- (h) "Income Qualified Household" means persons or households gross income from all sources shall not exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the affordability period.
- (i) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.
- (j) "FMR" means the Fair Market Rent for the Orlando Metropolitan Statistical Area.
- (k) "County Approval" means the written approval of the Seminole County Community Services Director or his or her designee.
- (l) "Allocated Sum" refers to the total amount of the proposed budget allocated for this project.
- (m) "CS Administrator" means COUNTY's Community Services Department Director or his or her designee within COUNTY's Community Services Department.
- (n) "Party" means COUNTY or DEVELOPER; "Parties" mean COUNTY and DEVELOPER.

3. Exhibit B of the Agreement is deleted and replaced by the new Restrictive Use Covenant to this First Amendment as Exhibit B.

4. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment for the purposes stated above.

SOMERSET LANDINGS, LTD

[Signature]  
Witness

By: [Signature]  
JONATHAN L. WOLF,  
Managing General Partner

Jeaniz D. Legman  
Print Name

Date: 05/21/2024

[Signature]  
Witness

Sandra Sos  
Print Name

*[Remainder of page left intentionally blank; signature block continues onto next page]*

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 \_\_\_\_\_  
202\_\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
BP/dbd  
4/16/24

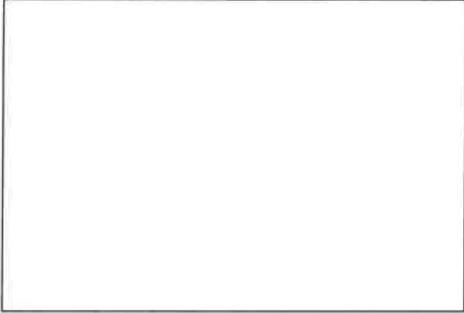
Attachment:  
Exhibit B – Restrictive Use Covenant (RUC)

T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Somerset Landings Development Agreement 1am.docx

**EXHIBIT B**

**NOT FOR EXECUTION**

This document was prepared by:  
Brijesh Patel, Esq.  
County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771



Please return it to:  
Community Development Office  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**RESTRICTIVE USE COVENANT**

This Restrictive Use Covenant is made by **SOMERSET LANDINGS, LTD**, whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, Florida 32714, hereinafter referred to as "GRANTOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as "GRANTEE", concerning that certain parcel of real property, hereinafter referred to as the "Property", the legal description, and parcel identification number for which are:

Address: 350 Olive Avenue, Sanford, FL 32771

Legal Description: All of Blocks 5 and 6, Tier 16, that portion of Fourth Street lying between said Blocks 5 and 6 and the East Half of Mangoustine Avenue lying West of said Blocks 5 and 6 and Fourth Street, all being in the Florida Land and Colonization Company Map of St. Gertrude Addition to the Town of Sanford, as recorded in Plat Book 1, Page 113, of the Public Records of Seminole County, Florida being more particularly described as follows:

Begin at the Northeast corner of said Block 5; thence run S 00° 00'00" E, 597.73 feet along the East line of said Blocks 5 and 6 to the Southeast corner of said Block 6; thence run S 89° 59'30" W, 336.50 feet along the South line of said Block 6 and the Westerly extension thereof to the platted centerline of said Mangoustine Avenue; Thence run N 00° 00'00" W, 597.71 feet along said centerline; thence run N 89° 59'15" E, 336.50 feet along the North line of said Block 5 and the Westerly extension thereof to the Point of Beginning.

Parcel Identification Number: 25-19-30-5AG-0516-0000

The GRANTOR shall use two (2) rental units to provide affordable rental housing for occupancy only for Low Income households for a period of fifty (50) years from the date of this instrument in the Official Land Records of Seminole County, Florida (the "Affordability Period"). Rents charged to income qualified households shall not exceed the high HOME rents as approved

**EXHIBIT B NOT FOR EXECUTION**

by the United States Department of Housing and Urban Development and posted at [www.hud.com](http://www.hud.com), less the allowable utility allowance for the property, all as further approved by the GRANTEE.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and GRANTEE and may be enforced by GRANTOR or GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

This Restrictive Use Covenant shall terminate upon the foreclosure or deed in lieu of foreclosure of GRANTOR.

GRANTOR and its successors in title must maintain all records pertaining to rental rates at the Property for an additional five (5) years beyond the expiration of the Affordability Period.

GRANTOR and its successors in title will maintain adequate property insurance at replacement value for the duration of the Affordability Period.

Notwithstanding anything in this Restrictive Use Covenant to the contrary, the terms and provisions hereof, and GRANTEE's rights hereunder are subordinate and inferior to the rights of the GRANTOR's construction lender, Orange County Housing Finance Authority ("Senior Lender") under and pursuant to that certain Mortgage and Security Agreement executed by GRANTOR in favor of Senior Lender dated December 5, 2022 and recorded December 20, 2022 in Official Records Book 10364, Page 224-250 of the Public Records of Seminole County, Florida (the "Senior Mortgage"). It is expressly acknowledged and agreed that no action required to be taken by GRANTOR under the express terms of the Senior Mortgage shall constitute a default hereunder.

*[The balance of this page is left intentionally blank.  
Signatures and attestations begin on the following page.]*



**EXHIBIT B      NOT FOR EXECUTION**

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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 \_\_\_\_\_, 202\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
BP/dbd  
4/16/24

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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0673**

**Title:**

Approve and authorize the Chairman to execute the Interlocal Agreement with City of Oviedo for the Urban County Partnership Program in the amount not to exceed \$100,000 during the term for allowable expenditures under the CDBG program, which includes refurbishing of the flooring in Fire Station 46 and 48 to comply with ADA standards. District1 - Dallari (**Allison Thall, Community Services Director**)

**Division:**

Community Services - Community Development

**Authorized By:**

Allison Thall, Community Services Director

**Contact/Phone Number:**

Quentin Grose/407-665-2376

**Background:**

Seminole County receives Community Development Block Grant (CDBG) Program funding as a qualified urban county from the U.S. Department of Housing and Urban Development (HUD). This qualified urban county designation allows the County to be eligible for annual allocations of formula grant entitlement funds, including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. HUD requires the County to renew the Urban County Partnership Program every three (3) years, with an automatic three (3) year renewal Cooperation Agreement. The Cooperation Agreement allows the County to use the participating city's population in the calculation for eligibility for these HUD entitlement funds and allows the County to carry out activities using these funds in their respective jurisdictions.

As a confirmed Urban County Partner, each local unit of government has the option to apply for funds for eligible CDBG activities. The City of Sanford has received its allocation from HUD for CDBG funds since 2010 and is not included in the County's program.

On June 26, 2018, the Board approved the Urban County Entitlement agreement for the years of 2018 - 2024. The City of Oviedo adopted Resolution No. 4463-24 on May 6, 2024, and approved the funding in the amount not to exceed \$33,450 through the Interlocal Agreement under the Urban County Partnership program to refurbish flooring in Fire Stations 46 and 48 to meet ADA compliance standards. This project is acceptable under the national objective for the CDBG Entitlement program.

**Requested Action:**

Staff requests the board approve and authorize the Chairman to execute the Interlocal Agreement with the City of Oviedo for the Urban County Partnership Program in the amount not to exceed \$33,450 to refurbish the flooring in Fire Station 46 and 48 to comply with ADA standards.

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND  
THE CITY OF OVIEDO FOR THE URBAN COUNTY PARTNERSHIP PROGRAM**

**THIS INTERLOCAL AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, in this Agreement referred to as “**CITY**” (collectively, referred to in this Agreement as “**Parties**”; individually, as “**Party**”).

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, as may be amended, authorizes public agencies to enter into agreements with other public agencies to serve a public purpose; and

**WHEREAS**, the Seminole County Urban County Partnership Program is authorized by 24 CFR § 570.307(a) of the Community Development Block Grant (“**CDBG**”) regulations to provide grants for public facilities or public services within the respective political boundaries of an Urban County Partner, such as **CITY**; and

**WHEREAS**, this Agreement is intended to reflect that grant funding provided pursuant to this Agreement will accomplish one of the following national objectives for the **CDBG** program: benefit low- and moderate- income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available; and

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and

agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

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

**Section 2. Term.** The effective date of this Agreement is the date the County executes this Agreement, and expires on December 31, 2024 (“Term”), unless terminated earlier in accordance with this Agreement.

**Section 3. Community Development Block Grant Funding.**

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

(b) COUNTY will review each written request and supporting documentation from CITY for CDBG grant funding and if approved, COUNTY will provide grant funding to CITY in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) during the Term for allowable expenditures under the CDBG program.

(c) The Community Services Department Director or designee will be reasonably available to CITY to provide guidance, training, and technical assistance, as requested.

(c) CITY may not use funds at any point during the Term for contingency, “rainy day,” or similar reserves.

(d) Eligible expenditures for goods and services authorized by this Agreement must be received and paid for by CITY during the Term. Goods and services received or paid for outside of the Term by the CITY and unauthorized goods and services received or paid for are subject to Section 5, Recapture of Expenses, by COUNTY.

(e) The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification,

including withholding all or part of the funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that CITY may receive all or part of the funds specified under this Agreement.

(f) If the CITY receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, then CITY must notify the COUNTY pursuant to Section 11, Notice, prior to the receipt of such funding.

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

#### **Section 4. Reports.**

(a) CITY must provide COUNTY with monthly reports summarizing the status of each public facility project authorized by COUNTY pursuant to this Agreement. In addition, when requested by COUNTY, CITY must provide additional updates, information, and reports pertaining to this Agreement.

(b) Monthly reports are due to the COUNTY five (5) business days after the end of each calendar month and must be submitted each calendar month until the complete expenditure of funds provided to CITY under this Agreement are accounted.

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

#### **Section 5. Recapture of Expenses.**

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

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

(c) If requested by COUNTY, all refunds, return of improper payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of COUNTY and mailed directly to COUNTY pursuant to Section 11, Notice and this Agreement.

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

**Section 6. Indemnification.**

(a) Each Party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended. Furthermore, no part or provision within this Agreement may be interpreted as requiring one Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence in contravention of Section 768.28(19), Florida Statutes.

(b) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the State of Florida.

**Section 7. Default.** If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 8, Remedies:

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

(b) If CITY violates applicable laws, ordinances, rules, or regulations subject to this Agreement.

**Section 8. Remedies.** If an Event of Default occurs, the COUNTY may, after thirty (30) days written notice to CITY and upon CITY's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 11, Notice;

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

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

(d) COUNTY may require corrective or remedial actions, which may include, but may not be limited to:

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

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

(4) requiring CITY to reimburse COUNTY for the amount of costs incurred, or

(e) COUNTY may exercise any other rights or remedies which may be available under law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on

strict performance of CITY, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default of CITY.

**Section 9. Termination.**

(a) The COUNTY may terminate this Agreement in the Event of a Default pursuant to Section 8(a), Remedies.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing CITY with written notice.

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

**Section 10. Employee Status.** Persons employed by CITY in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

**Section 11. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United

States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

**As to COUNTY:**

Attention: Community Services Department Director  
Community Services Department  
520 West Lake Mary Boulevard, Suite 100  
Sanford, Florida 32771

**As to CITY:**

Attention: City Manager  
City of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765

**Section 12. Parties Bound.** This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

**Section 13. 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 or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, 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 § 112.312(15), Florida Statutes), as may be amended, as over 5% ownership 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.

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

**Section 14. Public Records Law.**

(a) The Parties acknowledge the obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as may be amended, to release public records to members of the public upon request, and that this statute controls over the terms of this Agreement.

(b) COUNTY or any of its authorized representatives, shall enjoy the right of access to any public records of CITY which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

(c) The Parties shall maintain all records related to this Agreement for a period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

(d) **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (407) 665-2302, [PMARTIN@SEMINOLECOUNTYFL.GOV](mailto:PMARTIN@SEMINOLECOUNTYFL.GOV), OR 520 WEST LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.**

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

**Section 15. Dispute Resolution.** In the event of a dispute related to the performance under this Agreement, the Parties shall first attempt to resolve the dispute in good faith. In the event multiple attempts at achieving a resolution of the dispute fail, a Party may notify the other Party

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

**Section 16. Equal Opportunity Employment.** The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 17. Non-Discrimination.** CITY agrees that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program funded in whole or in part with funds made available to CITY pursuant to this Agreement.

**Section 18. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

**Section 19. Compliance with Laws and Regulations.** The Parties must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement.

**Section 20. Entire Agreement.**

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

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

**Section 21. Assignment.** This Agreement may not be assigned by either Party without the prior written approval of the other Party.

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

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

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

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

ATTEST:

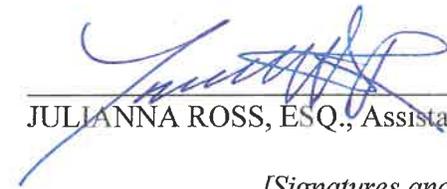
  
ELIANNE RIVERA, City Clerk

CITY OF OVIEDO

By:   
MEGAN SLADEK, Mayor

Approved as to form and legal sufficiency.

Date: May 15, 2024

  
JULIANNA ROSS, ESQ., Assistant City Attorney

*[Signatures and attestations continue on the following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

BP/  
4/12/24

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**RESOLUTION NO. 4463-24**

**A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF OVIEDO FOR THE URBAN COUNTY PARTNERSHIP PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, at its June 4, 2018 meeting, the City of Oviedo City Council adopted Resolution 3572-18 approving the CDBG Cooperation Agreement with Seminole County as an Urban Partner for CDBG funding; and

**WHEREAS**, said CDBG Cooperation Agreement with Seminole County is still in effect; and

**WHEREAS**, the City has experienced two (2) work related slip and fall accidents at Fire Station 46 due to the bays not having non-slip coating; and

**WHEREAS**, the coating at Fire Station 48 is over ten (10) years old and deteriorating; and

**WHEREAS**, Fire Department Staff obtained three (3) quotes to have non-slip epoxy coating applied to both fire station bay floors, and the lowest quote received was for \$33,450; and

**WHEREAS**, Fire Department Staff applied for, and was approved for funding in an amount not to exceed \$33,450 through the Interlocal Agreement under the Urban County Partnership program with Seminole County; and

**WHEREAS**, Seminole County will process payment to the City upon execution of the interlocal agreement provided in Exhibit 1 and issuance is a Purchase Order to the vendor; and

**WHEREAS**, a budget amendment is provided in Exhibit 2 recognizing grant proceeds from Seminole County and the associated expense for application of non-slip epoxy coating to both fire station bay floors; and

**WHEREAS**, the Assistant City Attorney has reviewed the proposed Interlocal Agreement and has no legal objection as to form or substance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA, AS FOLLOWS:**

**SECTION 1. Approval of the Interlocal Agreement Between Seminole County and the City of Oviedo for the Urban County Partnership Program.** The City Council hereby approves the

Interlocal Agreement between Seminole County and the City of Oviedo for the Urban County Partnership Program provided in Exhibit 1.

**SECTION 2. Authorization to Execute the Agreement.** The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between Seminole County and the City of Oviedo for the Urban County Partnership Program provided in Exhibit 1.

**SECTION 3. Approval of a Budget Amendment.** The City Council hereby approves the budget amendment provided in Exhibit 2.

**SECTION 4. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

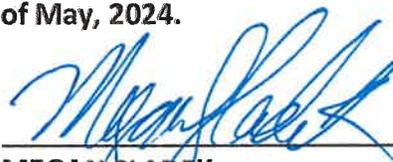
**SECTION 5. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 6. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 6th day of May, 2024.**

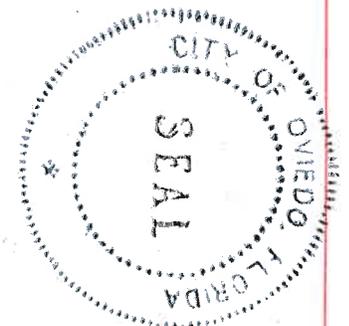


MEGAN SLADEK  
MAYOR of the City of Oviedo, Florida

ATTEST:



ELIANNE RIVERA  
CITY CLERK





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0715**

**Title:**

Approve and authorize the Chairman to execute the agreement between Seminole County and Thelma Patterson and Natasha Sanders, Owners, for housing reconstruction using State Housing Initiatives Partnership (SHIP) funds not to exceed \$250,000. District5 - Herr (**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 Board of County Commissioners approved the execution of the SHIP Local Housing Assistance Plan (LHAP) for funding years 2022/2023, 2023/2024, and 2024/2025 on May 4, 2022. The LHAP is a required plan that outlines how the County’s SHIP funds will be used by describing the local affordable housing strategies identified to meet the local affordable housing needs.

The agreement to demolish and reconstruct the unit at 2651 W 22<sup>nd</sup> Ave., Sanford, FL 32771 falls under the third strategy, which offers qualified homeowners assistance with demolition and reconstruction if a home is deemed to be beyond financially feasible to repair. The unit is currently not in compliance with the applicable Seminole County housing code and rehabilitation standards. The Owner’s application for financial assistance was approved and they have been successfully income-qualified.

The strategy allows for up to \$250,000 of SHIP funds to be budgeted to provide sufficient funding for the demolition and reconstruction of the property. As a requirement to receive this assistance, the Owners must execute a deferred 30-year mortgage and promissory note, payable to the County, in the amount of the designated funds, in the event of non-compliance.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the agreement between Seminole County and Thelma Patterson and Natasha Sanders, Owners, for housing reconstruction using State Housing Initiatives Partnership (SHIP) funds.

**SEMINOLE COUNTY / OWNERS AGREEMENT FOR HOUSING  
RECONSTRUCTION FUNDED BY STATE HOUSING INITIATIVES PARTNERSHIP**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between THELMA PATTERSON and NATASHA SANDERS, whose address is 2651 W. 22nd Street, Sanford, Florida 32771, hereinafter referred to as “OWNERS”, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, Section 420.9072, Florida Statutes, establishes the State Housing Initiative Program (SHIP) to provide funds to counties to preserve affordable housing by, among other things, combining public and private resources to conserve and improve existing housing; and

**WHEREAS**, COUNTY approved Resolution No. 2016-R-28, adopting the Seminole County Local Housing Assistance Plan (LHAP) and COUNTY participates in SHIP, as well as other Federal, State, and local funding programs to make affordable housing available to citizens of Seminole County, Florida at or below eighty percent (80%) of area median income as established by SHIP; and

**WHEREAS**, OWNERS have applied to COUNTY for financial assistance to make necessary repairs to OWNERS’ principal residence, which is currently not in compliance with the applicable housing code standards and Seminole County’s rehabilitation standards; and

**WHEREAS**, COUNTY evaluated OWNERS application for financial assistance and finds that OWNERS are income qualified for the assistance; and

**WHEREAS**, OWNERS property is eligible for SHIP assistance,

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

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

**Section 2. Purpose.** The purpose of this Agreement is to set forth the mutual performance obligations and responsibilities of COUNTY and OWNERS in regard to COUNTY's use of SHIP funds in the form of a deferred payment loan to OWNERS for rehabilitation or reconstruction of OWNERS principal residence, hereinafter the "Property".

**Section 3. Terms of SHIP Mortgage Funding Assistance.**

(a) COUNTY shall, subject to continued legal availability of SHIP funds, provide OWNERS with a zero percent (0%) amortized deferred payment loan in the amount of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in SHIP funds, hereinafter the "Designated Funds". The purpose of the loan is to provide sufficient funding for rehabilitation or reconstruction of the Property in accordance with Exhibit A (Scope of Services) attached to and incorporated in the Agreement, and Exhibit B (Project Budget) attached to and incorporated in this Agreement, hereinafter the "Project". As a precondition to receiving this funding assistance, OWNERS must execute a mortgage conveying to COUNTY a mortgage interest in the Property and secured by a promissory note payable to COUNTY in the amount of the Designated Funds, hereinafter collectively the "Mortgage" a sample of which is attached to and incorporated to this Agreement as Exhibit C (Mortgage and Note). Initial execution of Mortgage will be the full budget of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Upon completion of the Project, OWNERS may be required to sign a corrective mortgage reflecting the actual dollar amount spent.

(b) The Mortgage will be forgiven by COUNTY provided that OWNERS maintain the subject Property as their principal place of residence and complies with all of the other terms and conditions of the Mortgage for a period of thirty (30) years from the “affordability period” as specified in the Mortgage documents. These Mortgage documents must be prepared by COUNTY, executed by OWNERS, and recorded in the Official Records of Seminole County.

**Section 4. Time for Completion.** The Project services to be performed under this Agreement will commence within sixty (60) days from the date of its execution by COUNTY and will be completed no more than two hundred eighty (280) days from the date of execution of the contract award between County and contractor. These dates may be revised upon the approval of the Community Services Director or his or her designee.

**Section 5. Property and OWNERS Eligibility.**

(a) The estimated value of the Property, after rehabilitation or reconstruction, must not exceed ninety percent (90%) of the median purchase price for the area as set forth in the HUD Purchase Price/After Rehabilitation Value Limits.

(b) OWNERS’s family must qualify as a low or very low-income family at the time SHIP funds are committed to the Project. A low income family has a household gross income from all sources that does not exceed eighty percent (80%) of the median income within the Orlando Metropolitan Statistical Area. A very low income family has a household gross income from all sources that does not exceed fifty percent (50%) of the median income within the Orlando Metropolitan Statistical Area. OWNERS hereby reaffirm that as of the date of this Agreement, their gross household income remains at or below the above stated limits.

**Section 6. Additional Funding Sources.** OWNERS must disclose any and all assistance received for performance of any portion of the scope described in Exhibit A of the Agreement, including, but not limited to, funds from any source, work of any kind, or relocation assistance.

OWNERS must list the provider and provide the type and amount of any such assistance on a separate form as required by COUNTY.

**Section 7. Ownership of Property.** OWNERS represent and agree that they have fee simple title to the Property benefitting from the financial assistance under this Agreement and agrees to occupy the Property as their principal residence for the affordability period described in the Mortgage and Note. The address and parcel identification number of the Property are as follows:

Property Address: 2651 W. 22nd Street, Sanford, Florida 32771

Parcel Identification No.: 35-19-30-517-1300-0080

**Section 8. Condition of Property.** The Property is presently in violation of HUD's Minimum Property Standards, the Florida Building Code, or other applicable codes, and is in need of the repairs, improvements, and alterations set forth and described in Exhibit A. The work, material, and equipment installed shall meet the Florida Building Code, all other applicable codes, and the Seminole County Rehabilitation Standards.

**Section 9. Payments and Change Orders.** COUNTY will make all payments for Project services directly to the selected contractor. No advance payments for labor, services, or materials will be made. Disbursements will be made based on the progress of the job pursuant to the terms and conditions of a separate agreement between the contractor and COUNTY. OWNERS shall have no authority to unilaterally alter or amend Exhibit A of this Agreement or any work performed by the contractor as authorized by COUNTY. No changes or alterations in the plans, specifications, exhibits, addenda, and other drawings, or any part of the Project services, or any changes to the agreement between COUNTY and the selected contractor shall be valid or otherwise enforceable unless reduced to writing and signed by the contractor and signed and approved by COUNTY.

**Section 10. OWNERS Duties and Responsibilities.**

(a) If determined by COUNTY to be necessary to the extent of the rehabilitation, OWNERS shall be responsible for timely obtaining temporary living accommodations to allow the Project to proceed. OWNERS shall also be responsible for removing personal possessions from the areas where work will be performed and for keeping areas accessible so that the contractor can complete the work. COUNTY is not financially liable to OWNERS for any personal injury or loss, damage or destruction of personal possessions arising from any instance or cause whatsoever as a result of these requirements. One (1) POD will be provided and paid by COUNTY for storage of personal possessions. All other storage needs will be OWNERS responsibility.

(b) Before any repair work begins on the Property, OWNERS must participate in a walk-through with a representative from the Seminole County Community Services Department. The purpose of this walk-through is to determine, and for OWNERS to approve the scope of work that will be done at the Property.



(c) OWNERS are responsible for any damage to self or property until OWNERS receive written correspondence of move out date. OWNERS will not be required to relocate until fourteen (14) days prior to start of construction, after which COUNTY-appointed contractor will take possession of the Property.

(d) OWNERS shall provide the contractor with access to the Property, including the use of power and water as needed to complete the repairs. Failure to allow the contractor access may result in termination of this Agreement and require repayment by OWNERS of any funds advanced to the contractor on OWNERS behalf.

(e) OWNERS shall cooperate with COUNTY to achieve the goals and objectives set out in this Agreement.

(f) The Property must meet the applicable Seminole County Rehabilitation Standards, ordinances, and all applicable State and local codes, including housing, zoning, fire, and building codes, as amended, for the full term of the affordability period.

**Section 11. COUNTY's Duties.**

(a) COUNTY's duties under this Agreement are limited to determining OWNERS income eligibility, determining that the Property is eligible for SHIP assistance, selecting the contractor, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to the contractor for the agreed upon repairs.

(b) COUNTY represents that, as of the date of this Agreement, it has available the Designated Funds to make payment for the rehabilitation described in Exhibit A, and that it will maintain on hand such sum to pay for the agreed upon Project services to the Property. Such sum shall be paid directly to the contractor pursuant to a separate agreement between COUNTY and the selected contractor.



(c) COUNTY shall not be responsible for any excess costs for materials, services, or work not expressly authorized and approved in writing by COUNTY as set forth in Exhibits A and B of this Agreement.

(d) COUNTY shall cooperate with OWNERS to achieve the goals and objectives set forth in Exhibit A of this Agreement.

**Section 12. Right to Enter and Inspect.** COUNTY reserves the right to enter or visit OWNERS Property at any reasonable time to inspect and verify the contractor's performance of the services funded under this Agreement. Denials of entry and inspection rights will be a breach of this Agreement and, at the sole determination of COUNTY, could serve to disqualify OWNERS from obtaining any funding assistance, termination of this Agreement, or initiation by COUNTY

of legal proceedings to seek recapture of any SHIP funds previously expended on behalf of OWNERS.

**Section 13. Term.** 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 signature of the parties and shall terminate upon completion of the affordability period as specified in the Mortgage documents.

**Section 14. OWNERS's Indemnification and Release.**

(a) OWNERS and occupants, individually and collectively, do hereby release and discharge COUNTY, its agents, officers, and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising or which may arise hereafter from the SHIP funded rehabilitation being performed on the Property.

(b) OWNERS and occupants further agree to indemnify and hold harmless COUNTY, its agents, officers, and employees from any and all claims, demands, defalcation, dishonesty, and causes of action of every kind and nature by third parties for damages to persons or property, costs, charges and expenses, including attorneys' fees, which may arise out of, by reason of, or in any manner grow out of the subject matter of this Agreement, fraud, defalcation, dishonesty, the activities of the contractor or its subcontractors, as well as OWNERS' and occupants' own use or misuse of the Property, irrespective of intent or negligence, whether actual, imputed, or claimed.

This Section shall survive expiration of this Agreement.

**Section 15. Termination.**

(a) COUNTY may terminate this Agreement, at its sole discretion, if it determines that continued compliance with the terms of this Agreement are no longer in the best interest of COUNTY. In such circumstances, COUNTY shall give OWNERS at least fifteen (15) days'

notice of such intent to terminate. The notice shall be effective when placed in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Section 23 of this Agreement.

(b) OWNERS shall be liable for recapture of funds spent by COUNTY on OWNERS behalf if any representation made by OWNERS in this Agreement or applications for funding shall, any time, be false or misleading in any respect, or if OWNERS are found in non-compliance with this Agreement or any laws, rules, or regulations governing the use of the funds provided pursuant to this Agreement.

(c) This Agreement may be terminated by the written mutual consent of both parties.

#### **Section 16. Public Records Law.**

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

(b) OWNERS specifically acknowledge its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must:

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

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

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

(4) Upon termination of this Agreement, OWNERS will transfer, at no cost to COUNTY, all public records in possession of OWNERS, or keep and maintain public records required by COUNTY under this Agreement. If OWNERS transfer all public records to COUNTY upon completion of this Agreement, OWNERS must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNERS keep and maintain the public records upon completion of this Agreement, OWNERS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

**(d) IF OWNERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNERS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, OWNERS MAY CONTACT THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT, AT 407-665-2302,**

**PMARTIN@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.**

**Section 17. Records.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties of this Agreement created by this Agreement shall be maintained by COUNTY as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

**Section 18. No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the parties to this Agreement and is for the exclusive benefit of these parties. This Agreement shall not to be deemed to be made for the benefit of any other entity or person not so specified, including specifically, but not limited to, the selected contractor.

**Section 19. Compliance with Federal, State, and Local Laws.** The parties shall comply with all Federal, State, and local laws, ordinances, and health and safety rules and regulations at all times.



**Section 20. Dispute Resolution and Venue.**

(a) In the event of a dispute related to any provision of this Agreement, including performance or payment obligations, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(b) COUNTY dispute resolution procedures:

(1) All claims by OWNERS against COUNTY must be submitted in writing to the Community Services Department Director, 520 W. Lake Mary Boulevard, Suite 100, Sanford, Florida 32773, for a decision.

(2) The Department Director shall issue a decision in writing, and will be mailed to OWNERS. The decision notice shall state the reasons for the decision reached and shall

inform OWNERS of their appeal rights. The Department Director's decision shall be final, unless OWNERS files an appeal to the County Manager within ten (10) business days from the date of the receipt of the decision.

(3) OWNERS may file an appeal to the County Manager at 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771.

(4) The County Manager or his/her designee shall have the authority to review the appeal and render a final decision within ten (10) business days from the date of receipt of the appeal. The County Manager's decision will be mailed to OWNERS at the address listed in Section 23.

(c) OWNERS agrees that he/she will not file suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY dispute resolution procedures set forth in subsection (b) above, of which OWNERS had knowledge and failed to present during COUNTY dispute resolution procedures.

(d) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed, the parties shall exercise best efforts to resolve disputes through formal mediation before proceeding to trial. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of such mediation shall be shared equally among the parties participating in mediation.

(e) The venue for any lawsuits shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit in and for Seminole County as to State law causes of action, and the United States District Court, Middle District of Florida, Orlando Division, as to Federal causes of action.

**Section 21. Amendments.** This Agreement may be altered, amended, modified, or revised only by a written instrument subsequently executed by the parties to this Agreement.

**Section 22. Entire Agreement.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained in this Agreement. This Agreement supersedes all prior representations, statements, and understandings among the parties to this Agreement with respect to the matters and things addressed in this Agreement, either written or oral.

**Section 23. Notices.**

(a) All notices, requests, demands, or other written communications under this Agreement must be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid, with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party in writing.



**For COUNTY:**

Community Development Division Manager  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**For OWNERS:**

Thelma Patterson and Natasha Sanders  
2651 W. 22nd Street  
Sanford, FL 32771

(b) The parties shall give the other party prompt notice of any material event or claim coming to its knowledge which directly or indirectly effects the other party.

**Section 24. Waiver.** No act or omission, or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse shall be deemed to be a waiver,

release, or modification of the same. This type of waiver, release, or modification is to be affected only through a written modification to this Agreement.

**Section 25. Funding.** The source of COUNTY funding for this Agreement shall be from the SHIP funds described in Section 3 of this Agreement. Anything else in this Agreement to the contrary notwithstanding, COUNTY shall not be obligated to pay for the rehabilitation work on behalf of OWNERS as a result of any act of the executive, legislative, or judicial branches of the State or Federal governments that results in the loss of COUNTY's SHIP funding, or in the express loss or prohibition of COUNTY's authorization to use such funds for services, through no fault of COUNTY.

**Section 26. Headings.** The paragraph headings are inserted into this Agreement for convenience and reference only, and in no way define or limit the scope or intent of any provisions of this Agreement.

**Section 27. Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties to this Agreement, but all of which shall be construed together as a single instrument.

**Section 28. Assignment.** This Agreement may not be assigned by either party without the written consent of the other, which consent shall be at the sole discretion of the party whose consent is required.

**Section 29. Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

**Section 30. Exhibits.** Exhibits to this Agreement shall be deemed to be incorporate into this Agreement as if fully set forth verbatim into the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

OWNERS:

  
\_\_\_\_\_  
Signature  
JESSICA RODRIGUEZ GARCIA  
Print Name

  
\_\_\_\_\_  
THELMA PATTERSON

  
\_\_\_\_\_  
Signature  
Benito Acosta  
Print Name

  
\_\_\_\_\_  
Signature  
JESSICA RODRIGUEZ GARCIA  
Print Name

  
\_\_\_\_\_  
NATASHA SANDERS

  
\_\_\_\_\_  
Signature  
Benito Acosta  
Print Name

*[The balance of this page is left intentionally blank; signatory page continues.]*

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 \_\_\_\_\_, 202\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
RM/dbd  
5/30/24

- Attachments:
- Exhibit A – Scope of Services
  - Exhibit B – Project Budget
  - Exhibit C – Mortgage and Note



T:\Users\Legal Secretary CSB\Community Services\2024 Mortgages\Patterson, Thelma and Sanders, Natasha (Owner Agreement).docx

**COMMUNITY SERVICES DEPARTMENT**  
**COMMUNITY DEVELOPMENT DIVISION**



**TECHNICAL RE-CONSTRUCTION SPECIFICATIONS FOR THE FOLLOWING PROJECT:**

<b>HOMEOWNER:</b>	<b>Thelma Patterson &amp; Natasha Sanders</b>
<b>ADDRESS:</b>	<b>2651 W 22<sup>nd</sup> Street Sanford FL 32771</b>
<b>PARCEL #:</b>	<b>35-19-30-517-1300-0080</b>
<b>MUNICIPALITY</b>	<b>Seminole County</b>

Seminole County Community Services is seeking a State Certified General Contractor, State Certified Building Contractor or a State Certified Residential Contractor to demolish and remove an existing sub-standard home, clear and prepare the lot and re-construct a new dwelling. Contractor will be responsible for providing new permit ready (sealed) house plans that will be in the range of 1100 SF plus or minus 100 SF. Plans must be approved by Seminole County Community Services. Any associated variances related to building on this lot (setback, well or septic etc.) will be the responsibility of the Contractor.

ALL RE-CONSTRUCTION PROJECTS SHALL MEET THE MINIMUM STANDARDS SET BY SEMINOLE COUNTY. The County endeavors to provide written specifications that are accurate as shown in the categories below.

**TIME FOR COMPLETION:**

The home must be completed and have a certificate of occupancy from the Building Official, no later than the final completion date stated in the Notice to Proceed. The following allowances have been incorporated into the total building time. Time starts when the Notice to Proceed is issued by Purchasing and Contracts. Project schedule format as follows:

1. 60 days will be allowed for permits, variances, and mobilization.
2. 120 days will be allowed for construction.
3. 30 days will be allowed for final close out of the project.
4. Total time from NTP to close will be 210 days.

**NEW HOME ESTIMATED COST: \$ 215,000**

## 01. General Requirements:

As stated above, the contractor must be state certified and possess an active CGC, CBC or CRC license. The contractor will be responsible for all of the following:

### Plans/Permitting:

- Provide house plans, approved by Seminole County Community Development, which will be used for permitting and construction of the new home. See details below.
- Once project has been awarded proposed plans and plot plan with elevations must be presented to the Community Development Construction Manager for approval **prior** to being submitted to the homeowner and the Building Department having jurisdiction.
- Contractor responsible for all documents required for permitting. Contractor responsible for all applicable fees and charges pertaining to insurance, permits (including septic if required), variances, architect / design, engineering and utility connections. In addition, contractor will be responsible for obtaining pre-demolition assessments, if necessary or demolition permits.
- Surveys, including appropriate spot grades, proposed and final grades.
- Contractor will be responsible to meet or exceed any elevation requirements as put forward by Seminole County, the permitting jurisdiction, Zoning, Public Works or land management.
- Variances (setback, septic or well if required – see Section .02, Site Work - below)

### Work:

- Abandonment of old septic tanks, wells or drain fields if required. See Section .02 (Site Work) below for details
- New septic systems and wells (if required), sewer connections, water meter fees and or relocation of water meter.
- Contractor responsible to provide portable sanitary facilities for the duration of the project.
- Provide and maintain a job site dumpster.
- A temporary power pole is required unless circumstances prevent.

### Safety:

- Safety: Contractor will be responsible for recognizing and remediating all safety hazards in and around the home during construction activities. Safety procedures to be in place until a Certificate of Occupancy is issued on the home. These procedures include, but are not limited to the following:
  - The work site shall be maintained in a clean and orderly manner.
  - Debris shall be placed in a proper container daily
  - No materials or construction debris shall be stored in any ill-mannered fashion or location not suitable for its contents.
  - Re-bar caps shall be installed on any exposed steel rod ends.
  - Hard Hats.
  - No damaged power cords, frayed or broken grounds
  - OSHA approved ladders

- Lanyards for fall protection (over 6' above ground)
- Properly installed scaffold

**Warranty:**

- Contractors who are awarded bids by Seminole County will be required to provide a warranty on all materials used and/or labor performed to install such materials for a period of not less than **one year**. Electric, Plumbing, HVAC systems will be warranted for a period of **two years**. (If there is an extended manufactures warranty on the HVAC system, it will be explained to the owner along with supplying the associated manufacturer's documents). Roof installations will be warranted for a period of **5 years**. A structural warranty will be required on the new home for a period of **10 years**.

**Closeout:**

- Contractor will complete, and forward to the manufacturer, the warranty registration for all appliances, hot water tank, roofing shingles, and HVAC system at completion of project. If an extended warranty is provided by the manufacturer, that exceeds the 2 year standard warranty, the information will be provided and explained to the homeowner. In addition, the contractor is to provide the homeowner with a **folder** containing all the manufacturer's brand, model, warranties and operating instructions for all the items installed in the home: ROOFING, HVAC, APPLAIANCES, WATER HEATERS, PLUMBING FIXTURES, FLOORING, FANS, ETC. Contractor will also include a list, with his contact information, and those of the major sub-contractors that provided services to the home so homeowner can call for warranty service.
- Contractor, or representative, will clearly demonstrate the operation of the HVAC system, including changing the filter monthly. **Contractor to provide 12-month supply of appropriately sized single-use filters.**
- Contractor, or representative, will clearly demonstrate and explain all installed features of home and any issues that would be considered normal homeowner maintenance. This would include GFCI and Arc-fault receptacles, electrical panels, caulking and low volt stub out locations, plumbing clean outs and water shut off valves.

**Minimum Requirements:**

- All materials used must meet or exceed the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.
- Materials will be in accordance with the Seminole County Reconstruction standards

**Substitutions:**

- All products and materials listed herein may be substituted with an “equal or greater” quality product and /or material of “equal or lesser cost” or as required by Local, State and Federal codes or regulations. The manufactured brands stated herein for certain products will be considered the basic minimums for quality expectations by Seminole County.
- ***SITE SPECIFIC CONDITIONS: (General Requirements)***
- This lot is NOT in a flood zone.
- The property is in Seminole County jurisdiction
- Water provided by: Sanford
- Sewer provided by City of Sanford
- Zoning: C-1
- Lot size: 50 x 102

**New home design and standard features:****Standard Features:**

- Air-conditioned space shall be approximately 1100 square feet, plus or minus 100 square feet. It shall have three (3) bedrooms and two 2 baths.
- New home **will have** an attached one car garage. See Section .02 (Site Work) below.
- Termite Protection: Shall be provided by a registered termiticide and comply with current FBC requirements. A certificate will be provided to the Permitting Jurisdiction at final inspection for issuance of C.O.
- House will be designed with a hip roof.
- Provide pre-manufactured truss system that shall cover (incorporate) the front porch. The trusses over the porch shall be supported by a structural header, wood posts or block columns at the front edge of the porch slab (Section .06).
- **See Supplemental Requirements for Garage/Utility Room specifications.**

**Exterior Requirements:**

- House to be centered on lot if conditions permit.
- Home to be constructed on a stem wall foundation at a minimum of 4 courses (3 block and 1 chair). See Section .02 (Site Work) below.  
**ADA Accessibility required: Yes \_\_\_ No X** If yes: The front porch needs to be raised up to within a ¼” of the finished floor for accessibility. The sidewalk from the porch to the driveway cannot exceed an 8% slope for accessibility purposes (see Section .03 below).
- Front entry (porch): Front porch to be approximately 80 square feet (Section .03 below).
- Rear patio slab to be approximately 8’ x 10’ (80 sq. ft.) see Section .03 below.
- Provide a sliding glass door at the rear patio location.
- Sub-fascia will be 6”.
- House to be constructed with block exterior walls (Section .04 below)

### Interior Requirements:

- See Section .06 below for framing requirements.
- Provide a new Range, Over the Range Microwave, Refrigerator with ice maker, Dishwasher, Washer, Dryer and garbage disposal. Specifications in Section .11 (Equipment) below.
- A blower door test will be required at substantial completion.
- Home will have either Garage Laundry or Utility Room Laundry. To be specified in section .11
- **Owner color selections:** Provide 4 shingle samples (no white shingles), Interior wall color from 6 samples (ceiling to be white and trim white semi-gloss), Floor tile from 4 samples, Appliances to be stainless steel, black or white (no extra cost to owner), Cabinet and Formica selection from 4 samples. Bath vanity selection to match kitchen selection. Vanity tops white cultured marble or Corian with built in sink.

### 02. Site Work:

#### **Lot Condition / Demolition / Clearing:**

- Site Specific Conditions will address any lot specific issues: trees, fences, wells, or outbuildings.
- Water, sewer, septic and well information, along with locations are written in Mechanical, Section .12 below.
- Contractor to supply dumpsters.
- Site Prep. This includes fill for the house pad, fill inside form or stem wall and proper grading of the lot. It also includes all fill associated with a mound septic if required.
- Lot will be elevated with the proper amount of fill for proper drainage. Slopes around slab perimeter will be graded with a minimum 4:1 slope
- Contractor to obtain any pre-demolition site assessments as required by the permitting jurisdiction as well as obtaining and paying for all the proper demolition permits.
- Contractor responsible for all variances, and associated fees.
- Contractor to supply portable sanitary facilities.
- Contractor shall entirely demolish the existing residential structure and any auxiliary structures pertaining to the property, including but not limited to; any flat concrete slab(s), broken city sidewalk(s), existing septic tank and / or drain field, and / or supporting concrete piers or remnants of old foundation(s) as well as fence(s) or remnants of fence(s). Any trees interfering with the placement of the new home shall be properly removed. Existing trees that remain will be trimmed for safety and appearance.
- Haul away and properly dispose of all debris.
- Contractor responsible for proper finish floor elevation as specified by the permitting jurisdiction.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***
- **Preserve shed on site. Contractor will not liable for any damages or reimbursement of items damaged/ missing within shed.**

### Landscaping:

- At final grade, prior to sod and landscaping, lot will be graded to comply with approved engineering and proper drainage.
- Lot will be fully covered with Bahia grass to cover final lot grading and disturbed areas. Sod must be weed free and in a healthy growing condition when installed. It should be installed with tight non-overlapped joints. Sod showing discoloration or wilting will be rejected.
- Sod containing nut grass, lippie, water sedge and dollar weed is not acceptable and will be rejected.
- Contractor will keep new sod properly maintained, watered, and mowed (as needed) until project Close Out
- Contractor will protect new sod areas from damage by vehicle traffic or construction activities.
- Completed sod will reflect the final grade, be firmly placed (no soft spots) and be flush with adjoining walks, drives or borders of any kind.
- Sod will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

### Trees and Shrubs:

- **Contractor to confirm that the permitting jurisdiction will not require additional trees.**
- Install 20 perennial plants along the front exposure of the house. Plants to be a minimum 3-gallon size, drought tolerant and resistant to full sun.
- Include a minimum of 3" of mulch in the beds surrounding the plants.
- Include two (2) canopy trees (no palms). Trees to be Florida Fancy or a Florida #1 grade. Plant one in the city / county right of way (if possible) and one in the front yard. Trees shall be 10' high with a 2" caliper at DBH (diameter at breast height). Tree to be guyed in an upright position immediately after planting.
- Trees and landscaping will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***
- ***Instructions for trees***

## 03. Concrete:

### Stem Wall Concrete Slab:

- In order to minimize or prevent the potential negative impact of water drain-off into adjacent properties the new house shall be a 4 course (3 block and 1 chair) stem-wall construction. Stem-wall can be reduced to a 3-course wall if lot conditions allow. Contractor will contact the Construction Manager for approval to reduce a course before stem-wall is constructed. A stem-wall may necessitate the addition of concrete steps at the front and rear of house to access the higher front porch and

rear sliding glass door. Handrails and stairs, if required, shall comply with current FBC regulations.

- **If ADA Accessibility required:** front porch shall be raised to ¼” to ½” below the finish floor for accessibility. The sidewalk leading from the front porch edge to the new driveway needs to have a maximum slope of 8% (1’ in 12’) for accessibility.
- Control joints need to be cut across the house floor to prevent cracking. Control joints shall be cut across the front and back porches (cut front to back).
- Front and rear porch to have a light broom finish.
- Sliding glass door to be recessed per door installation specifications.

#### **Driveway and Sidewalk:**

- Concrete minimum 2500 PSI
- Minimum width is 12’ (not including the apron) unless the Site-Specific Conditions describes an overriding condition.
- Pre-formed or saw cut expansion joints must be provided. Maximum spacing 10’ on driveway, 4’ on sidewalk to home.
- Minimum thickness is 4”. Increase to 6” on the County side.
- Sidewalk from new drive to front porch max slope 8% (1’ in 12’).
- ***Contractor responsible for relocating any utility poles or water meters in proposed driveway location.***
- ***SITE SPECIFIC CONDITIONS: (Concrete)***

#### **04. Masonry:**

##### **Exterior block wall:**

- Exterior walls to be reinforced concrete masonry units as detailed by the engineer of record or design professional.
- Block work to be laid in a workman like manor with the walls plumb, level and square with a maximum joint size of ½”.

##### **Stucco:**

- Exterior block walls will be stucco finish. A three coat process will be required: A base scratch coat, smooth coat and a light skip trowel or broom added topcoat. Stucco will comply with current FBC requirements.
- Front porch ceiling detail articulated in Section .09 below
- All windows and exterior doors will receive a 6” cut band around the opening. This will apply to all 4 sides of house.
- ***SITE SPECIFIC CONDITIONS: (Masonry)***

#### **05. Metals:**

##### **Metal framing, Stairs or ramps:**

- Not applicable unless noted in Site Specific Conditions below:
- ***SITE SPECIFIC CONDITIONS: (Metals)***

## 06. Wood and Plastics:

### Framing and rough carpentry:

- Interior walls to be wood frame 16" OC.
- Interior hallways to be a minimum of 36" wide.
- Install a centrally located scuttle hole for attic access that complies with current FBC requirements.
- Frame opening for medicine cabinet in each bathroom (14" x 18"). Up 54" from floor to bottom of opening.
- Exterior block walls to receive PT furring: Install a 1 x 4 PT furring strip around the base perimeter of the block. Install 1 x 2 furring 16" OC vertically above the base strip. Top perimeter of block to receive a 1 x 2 PT furring. Install 1 x 6" furring over top of window and door openings and extend 8" each way beyond opening. Install 1 x 4" PT furring on the sides of windows and doors. Install a 1 x 2 PT furring below window parallel with the sill.
- Sheathing to be OSB 7/16"
- Sub-fascia will be 6". It will NOT require a 1x2 to be installed at the top to offset the drip edge.
- Overhang to be standard 16". If elevation has any gables included, the overhang (rake) will be 12".
- Framers to install openings with blocking for off ridge vents that will be installed on the roof deck. Openings need to comply with ventilation requirements of current FBC requirements.

### Trusses:

- House will incorporate a pre-built and engineered truss system. The roof style will be "hip".
- The truss system will extend over the front porch and shall be supported by a header and 4 x 4 posts or a block column.
- The front porch ceiling will not require OSB to be installed (see Section .09 Finishes).

### Finish Carpentry and Millwork:

- Interior door style to be 6 panel pre-hung. Hardware (including hinges) will be brushed nickel throughout. Doorknob (passage and privacy) to be lever style.
- Casing to be 2 1/4" finger joint colonial. Baseboard to be 3 1/4" finger joint colonial.
- Windowsills can be PVC "faux wood" with apron (Marble and Corian are also acceptable).
- Closet doors shall be 6-panel bypass type. 6-panel bi-fold doors may be used in specific locations that bypass will not work. Hinge doors at bedroom, bath and utility room (if applicable).
- **Master bath door** should be "clear accessible" 2-8. If the clear opening will not be 2-8, a 3-0 (36") door will be installed.
- Baseboards shall be installed on top of new floor tile.

**Cabinets (Kitchen):**

- Kitchen cabinets will have solid wood face frame and solid wood door and drawers. Cabinet doors and drawers shall open without clearance issues from adjacent appliances and be easily accessible.
- Wall cabinets shall be 30”.
- Cabinets will have fully finished interiors including full back coverings. Any electrical or plumbing penetrations through back of cabinet will be caulked or covered with an installed escutcheon.
- All door and drawers will have brushed nickel pulls and handles.
- Hinges to be concealed European type.
- Installation to include all necessary caulking, trim and adjustment of doors and drawers required to provide a professional finished product.
- See Section .15 for Kitchen plumbing specifications
- See Section .11 for appliance specifications

**Cabinets (bathroom):**

- Vanity cabinets shall be same style and color as Kitchen selection.
- Master vanity shall be “comfort height” and a minimum of 32” wide.
- Hall Bath shall be minimum 36” wide.
- Doors or drawers shall have brushed nickel pulls or handles.
- Installation shall be tight fit to adjacent wall with no visible gaps.

**Counter Tops (Kitchen):**

- Counter tops to be mica clad with a standard 4” backsplash installed over 45# industrial grade (dense) particle board. **Counter Tops (Master and Hall Bath Vanities):**
- Vanity tops to be white, cultured marble or Corian with integrated sink and overflow protection. The top must have a 4” back and side splash.
- ***SITE SPECIFIC CONDITIONS:***

**07. Thermal & Moisture Protection:****Insulation:**

- Ceiling insulation is to be R38, blown or batts.
- Exterior wall insulation will conform to current FBC requirements. Minimum insulation is Fi-Foil R4.1 installed over ¾” furring strips attached to the exterior block wall.
- Penetrations in top plate of interior frame walls or penetrations through the exterior wall will be sealed with expanding foam.

**Roofing:**

- Roof will consist of thirty-year architectural mildew / algae resistant asphalt shingles and will comply with all current FBC requirements. Color selected from a minimum of 4 sample selections supplied by Contractor. White is not an option.
- Shingle underlayment will comply with current FBC requirements.

- All drip edges to be installed with ring shank galvanized nails
- Shingles will be properly flashed at valley locations and where the roof terminates at a wall. Install “kick out” flashing at the bottom of the roof slope to prevent water intrusion where it terminates at a plumb high wall or beam.
- Contractor responsible for proper roof ventilation. Off ridge vents must comply with attic ventilation requirements of current FBC. Proper attic ventilation will require vented soffit to be installed at the eaves. Contractor will also be responsible for installing goose neck exhaust vent caps, flashing on the weather head, and plumbing vent stack boots.
- **Soffit and Fascia:** Provide and install white aluminum fascia and vented soffit on all overhangs. Fascia will be 6”. A 1 x 2 off set strip will **not** be installed at the top of the sub-fascia so the new aluminum fascia installs flush behind the drip edge.

#### **Caulking:**

- Exterior:
  - Caulk all windows and doors to stucco or siding to prevent intrusion.
  - Caulk all exterior receptacles and AC disconnect boxes to prevent intrusion.
  - Caulk low volt stub outs on exterior
  - Caulk around meter can and / or disconnect box to prevent intrusion.
- Interior:
  - Caulk all windowsills
  - Caulk casing and baseboards. Baseboards to be caulked to floor tile to eliminate gap.
  - Caulk all penetrations: Whip to hot water tank, plumbing stub outs in cabinets or through drywall.
  - Kitchen countertop back splash will be caulked to drywall. Joint between countertop and backsplash will also be caulked.
  - Vanity tops will be caulked at backsplash and drywall. The joint between top and backsplash will also be caulked.
  - Caulk around all shower valve trim kits
  - Caulk around all acrylic tubs and showers (caulk to drywall)
- ***SITE SPECIFIC CONDITIONS:***

### **08. Doors and Windows:**

#### **Exterior Doors:**

- Exterior hinge door (front door) will be a six panel, fiberglass clad, pre-hung, inswing door. Door will NOT have a glass insert. The door will have a handle set and deadbolt. Handle set, dead bolt and hinges shall be brushed nickel.
- Front entry door will have a “wide angle” peephole installed.

- Sliding glass door panels will be energy efficient, insulated, Low-E. If sliding glass door is not available in vinyl clad material, aluminum will be acceptable (Sliding door only).
- ***SITE SPECIFIC CONDITIONS: (Doors)***

**Windows:**

- Windows will be white vinyl clad single hung windows. All windows will be one over one (no muntins). Glass will be Low-E insulated. The windows will be required to meet all current code regarding egress and hurricane design pressure. Locks should be easily accessible.
- Windows and sliding door to be installed using manufacturers installation specifications and Florida Product Approval detail.
- Each bedroom shall have a minimum of one window that meets egress requirements.
- Bathroom window shall be obscure/tempered glass.
- Each window will have a sill installed. PVC “faux wood” with apron is preferred. (Marble or Corian are also acceptable.)
- ***SITE SPECIFIC CONDITIONS: (Windows)***

**09. Finishes:**

**Drywall:**

- Drywall (1/2”) hung on walls and ceilings and finished. Knockdown ceilings with light orange peel texture on the walls.
- Front porch ceiling hung with 1/2” anti-sag exterior soffit board drywall, finished with knocked down texture.

**Tile:**

- All floor surfaces under air, including bathrooms and closets, shall have porcelain or ceramic floor tile, size shall be minimum 18” x 18”. Contractor to prepare floor to insure a level professional finish.
- Contractor to install anti-crack membrane or liquid crack isolation membrane before installation of floor tile.
- Homeowner to select floor tile from a minimum of 4 samples.
- On layout, center floor tile field in both directions. Adjust layout to avoid pieces less than half the size of the tile supplied. Provide straight cuts which run parallel with adjacent walls or cabinets; no diagonal lay. Grout joints will be uniform in width (1/4” maximum). Extend tile under cabinets, dishwasher location, range and hot water tank to form a complete covering without interruption. Upon completion of work, clean tile and remove all grout residue and debris. Protect tile after cleaning with paper or cardboard to prevent damage.

**Carpet:**

- Carpet will not be installed unless specified in “Site Specific Conditions” below.

**Paint (exterior):**

- Paint shall not be applied without a through preparation of all surfaces (caulking)
- Stucco walls must be properly cured (pH below 10) before paint will be applied.
- Stucco to be primed with Loxon Masonry Primer (Sherwin Williams) or equal before final paint is applied.
- Stucco to receive two coats of final paint by airless spray and a wet back roll.
- Exterior paint to be Sherwin Williams A-100 or equal
- Front Porch will receive an acrylic knock down texture
- Front porch ceiling same color as exterior body.
- New wood and / or siding will be primed with two applications of topcoat.
- All final paint to be free of runs, sags or other defects such as brush and roller marks.
- Owner to select final body, trim, and door colors from a minimum of 4 samples (each).

**Paint (interior):**

- Paint shall not be applied until all surface prep is complete (caulking)
- Interior wall paint to be Sherwin Williams ProMar 200 or equal. Apply 2 coats of wall paint. Spray and back roll is an acceptable method.
- Interior trim to be semi-gloss white. Sherwin Williams ProMar 200 or equal. Trim to have two applications. Primer with topcoat is acceptable.
- Ceilings to receive two coats of white flat paint.
- Closet interiors same as wall color.
- Kitchen and bath walls to be eggshell or semi-gloss.
- Homeowner to select interior wall color from a minimum of 6 samples.
- ***SITE SPECIFIC CONDITIONS: (Finishes)***

**10. Specialties:****Shelving:**

- Bedroom closets to have 12” wire shelving with free slide for hangers. Shelving to be installed with one run on each exposed wall in each closet.
- Linen closets to have 4 – 16” tight mesh shelves.
- Utility room (if applicable) to have one 12” tight mesh shelf installed over washer and dryer. Approximate length is 64”.

**Medicine Cabinets:**

- Install one medicine cabinet at the side wall adjacent to the vanity in each bathroom. Opening size is 14" x 18". Bottom of rough opening is 54" up from finish floor. Medicine cabinet door to be beveled glass.

**Mirrors:**

- Install a mirror over each vanity. Width 2" shorter than vanity top width. Height to be 42"

**Towel bars and TP holders:**

- Install one towel bar and one toilet paper holder in each bathroom. Color to be brushed nickel.

**Window blinds:**

- All windows to receive horizontal blinds, minimum 1" slats, and be white.
- Sliding glass door to receive vertical blinds. Color white.
- Installation method shall be "inside" mount.

**Accessibility Ramps:**

- If a specialty accessibility ramp is required, it will be described in "Site Specific" below.
- ***SITE SPECIFIC CONDITIONS: (Specialties)***

**11. Equipment:****Kitchen:**

- Provide the following: Energy Efficient 30" freestanding Gas range with a minimum of 4 burners, Over the Range Microwave with recirculating vent, Dishwasher, minimum 18 CF refrigerator with ice maker (hinge on the correct side to allow proper access from prep area). Ice maker supply tube will be installed to the wall valve. Supply 1/3 horsepower Insinkerator (or equal) disposal. Appliances to be from the same manufacturer. Approved appliances to be GE or Whirlpool, or like quality.

**Garage:**

- Attached one car garage, approximately 250 sq ft with an 8 ft. garage door and entry door leading to the interior of the house.
- Interior finish of the garage will be struck block, knocked down painted ceiling and orange peel texture on the frame / drywall walls. Painted.
- Garage to have a garage door with opener.
- Garage to have a garage door pre-wired. This will include one receptacle in the ceiling, for the motor with low volt wires run to each side of the

door opening for sensors and one wire at the entrance door for the door button that terminate at the future motor location at the ceiling.

- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- Install a 48-inch wrap around ceiling LED light fixture over the laundry location.
- One extra wall receptacle for general use in garage area.
- Install one 1 ¾" exterior solid core hinge door from the garage to the living area. Must have weather strip and 20-minute fire rating. Include lever handle lock set.
- Provide Energy Efficient washer (minimum 7 CF) and dryer (minimum 4.2 CF) shall be same manufacturer (GE or Whirlpool), white. Supply Gas 40-gallon water heater. New water heater to have a five (5) year minimum limited warranty from the manufacturer. Approved appliances to be GE or Whirlpool, or like quality.
- **Laundry location (check one):** Garage X OR Utility Room\_\_\_
  - **If Garage Laundry option is checked:** Garage is to include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler. *(Located to the rear of Garage). HVAC can also be placed in a dedicated closet inside the home.*
  - Install a 64" wire shelf (12" depth) over washer / dryer location.
  - **If Utility Room Laundry is checked:** Utility Room shall include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler *(HVAC can also be placed in a dedicated closet inside the home).*
  - **SITE SPECIFIC CONDITIONS: (Equipment)**

## 12. MECHANICAL:

### Water Service, Sewer, Septic:

- Water service is supplied by City of Sanford Connect water service (meter) to new residence. Include ¾" PVC line and shut off valve where line enters home at the side of building. All plumbing trenches for supply and drain lines to be properly filled and compacted to grade before sod is installed.
- Shut-off valve to be ball type lever handle, gate valve will not be accepted.
- Sewer service is supplied by City of Sanford. Connect drain line to sewer tap.
- Sewer, water, septic or well locations, if known, will be indicated in "Site Specific Conditions" below.
- Contractor to be responsible for relocation of meter and piping if a move is necessary.

### Plumbing:

- The following components shall be provided: Domestic hot and cold water lines, water heater (see requirements below), drainpipes and vents,

AC chase pipe between air handler and condenser location, washer supply valves with valve box, and an ice maker line with recess box and valve located in kitchen.

- Provide two exterior hose bibs with vacuum breakers. One at front side and one at rear on opposite side.
- PEX or CPVC is the approved pipe for supply lines. PVC for drain lines.
- Kitchen sink is Stainless Steel 50/50 minimum of 8" depth.
- Disposal will be 1/3 HP Insinkerator (or equal).
- Energy Efficient water heater (Section .11).
- Faucets and valves will be "low flow" single lever Moen, Delta (or equal) and meet accessibility requirements. Kitchen sink will have a spray nozzle.
- All faucets and valves will be brushed nickel.
- All plumbing trim will be brushed nickel finish.
- All bath shower / tub units will be white.
- Anti-scald valves at showers and tubs.
- Hall bathroom to have a sixty-inch (60") bathtub.
- Master bathroom to have a finished (30" x 60") shower stall.
- Shower and bathtub stall walls to be covered with ½" cementitious board, taped and finished to receive tile. Remaining walls and ceilings to be covered with half inch (½") green-board, taped and finished to receive paint.
- Tile to be installed from floor to ceiling in shower stall area and from top of bathtub to ceiling in bathtub stall. All outside termination points to be finished with Schluter style metal trim.
- Both showers to be supplied with standard tension rod and white curtain.
- ADA toilet in both baths with 1.28 GPF, elongated, white.
- Install escutcheon plates on all pipe protruding from cabinet back or from the wall (at hot water tank)
- ***SITE SPECIFIC CONDITIONS***

#### **HVAC:**

- Provide and install new split system HVAC. New components to have a minimum **15.0 SEER** rating. Rheem, Carrier or Trane are the approved manufacturers. Unit must contain a properly sized heat strip.
- Unit must filter at one location; multiple filter locations will not be accepted unless specified by permitting jurisdiction. Provide one filter back grill. ***Contractor to provide 12-month supply of appropriately sized single-use filters at completion of project.***
- Provide drops in the following: one in each bedroom, one in each bathroom, one in living room, one in dining room, one in kitchen and one in the utility room (if applicable).
- Provide passive returns in the ceiling. Ceiling jumpers are the approved method (stamped grills installed in walls above the doors will NOT be accepted).

- Provide a new formed and poured in place (concrete) or approved pre-cast (concrete) base for the condenser. Location will be in the rear of home unless mitigating circumstances prevent.
- Provide condensate drain line.
- Provide and install a prefab security steel cage for the condensing unit to prevent theft. Cage should cover all sides of the unit. Include locks and keys for the cage. Cage must be secured to the concrete pad.
- Provide and install ceiling mounted exhaust fans in both bathrooms with a minimum 50 CFM that exhaust through the roof. Provide vent caps with bug / bird screens.
- Provide and install a dryer vent in utility room (if applicable). Dryer vent is always on the right side. Roof cap should not have a bird or bug screen to prevent lint back up.
- *HVAC can also be placed in a dedicated closet inside the home.*
- ***HVAC CANNOT BE INSTALLED IN ATTIC SPACE***
- ***SITE SPECIFIC CONDITIONS: (Mechanical)***

### 13. Electrical:

#### Low Voltage:

- Install two TV pre-wires: One in living room and one in master bedroom.
- Install one phone jack (pre-wire) in the Kitchen.
- Stub-out for low voltage near the power meter can.

#### High Voltage:

##### EXTERIOR:

- Install a temporary power pole for use during construction.
- Provide a complete electric system for a new residence that will comply with all requirements and codes in the State of Florida.
- Provide and install a 150-amp service with disconnect and meter can on the exterior.
- Provide one weatherproof receptacle on front porch, one on the back patio and one adjacent to the HVAC condenser
- Provide one exterior, wall mount, energy efficient light fixture adjacent to front and rear doors. Lights will be on separate switches. Bulbs will be LED.
- Provide and install two, white, double LED security lights. They will be permanently mounted on the underside of the soffit at a front “outside” corner location and an opposite rear “outside” corner location so lights can be directed to all four sides of home. Security fixtures need to be on a motion detector AND a switch to be installed, on the interior, next to front and rear door
- Provide intersystem terminal block on the system ground.
- Install properly sized home run to condenser with disconnect box.
- If necessary, Install circuit to septic alarm location. See “Site Specific Conditions” below.

**INTERIOR:**

- Provide and install breaker panel in the Utility Room (if applicable). Panel should have a minimum of 4 spare breaker locations for future expansion. Provide a written breaker directory and attach to the back of the panel door for reference.
- Receptacles per code. Arc-fault and GFI where required. All to be tamper resistant (child proof).
- Install whips and switches for bath exhaust fans.
- Smoke / carbon monoxide detectors per code requirements.
- Include the following interior Energy Efficient light fixtures:
  - Hallway and / or Foyer: One flush mount ½ dome glass fixture with two LED bulbs
  - Utility Room (if applicable): One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
  - Kitchen: One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
  - Dining Room: One chandelier fixture. LED bulbs. Energy efficient.
  - Bathrooms: One wall mounted vanity fixture centered over sink and mirror. LED bulbs for energy efficiency.
  - Bathroom shower / tub locations: Install one recessed ceiling shower light over Master Bath shower and Hall Bathtub. Bulbs shall be LED. Each recess can light on a separate switch.
- Include ceiling fan / light combos for the following rooms: Living Room, All bedrooms. Include two switches for each fan: one for fan, one for light kit. Fans and light kits must be energy efficient with LED bulbs.
- Provide dedicated circuits for dishwasher, Microwave, Range, Air Handler and Condenser. Provide circuit and back splash located switch for disposal. Provide circuits for refrigerator, dryer, and washer. Circuit to water heater.
- Provide power to bath ventilation fans with separate switch.
- ***SITE SPECIFIC CONDITIONS: (Electric)***
  - ***Electrical service provided by FPL***
  - ***Provide electric circuit and connect wiring to septic pump system ( if required).***

**Prices shall be inclusive of all labor, materials, equipment and profit.**

**Contractor acknowledges addenda # \_\_\_\_\_ through # \_\_\_\_\_**

**Company Name and Signature: \_\_\_\_\_**

**Print name of person signing this scope: \_\_\_\_\_**

**Title of person signing this scope: \_\_\_\_\_**

**Exhibit B – Project Budget**

Thelma Patterson  
Natasha Sanders  
2651 W 22ND ST  
SANFORD, FL 32771-4005

Parcel: 35-19-30-517-1300-0080

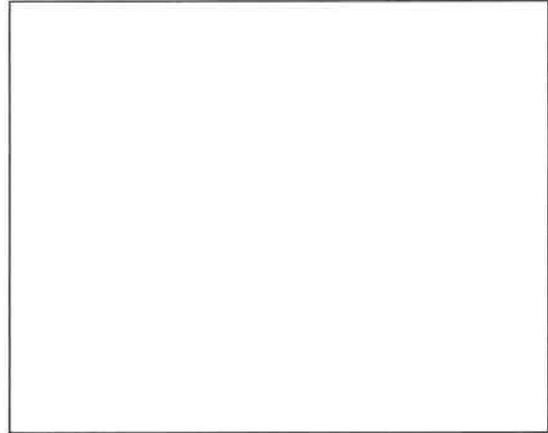
Estimated Construction Costs	\$ 215,000
Contingency	\$ 21,500
Estimated Soft Costs	\$ 2,295.00
Estimated Relocation Costs	\$ 0,00
<b>TOTAL</b>	<b>\$ 238,795</b>

EXHIBIT C

This document was prepared by:  
Brijesh Patel, Esq.  
Seminole County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return to:  
Community Development Office  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.**



**SEMINOLE COUNTY  
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM  
RECONSTRUCTION ASSISTANCE  
MORTGAGE**

**THIS MORTGAGE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202 \_\_\_\_, by **THELMA PATTERSON and NATASHA SANDERS**, as Joint Tenants with Right of Survivorship, hereinafter referred to as "MORTGAGORS", who have qualified for State Housing Initiative Partnership ("SHIP") home reconstruction assistance and whose current mailing address is 2651 W. 22nd Street, Sanford, Florida 32771, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter the "MORTGAGEE".

**W I T N E S S E T H:**

1. For good and valuable consideration and in particular the sum of up to but not exceeding **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** through the issuance of that certain SHIP Program Promissory Note in the same amount and of the same date as this Mortgage, attached to this Mortgage as Exhibit A (the "Note"), MORTGAGORS hereby mortgage unto MORTGAGEE all of MORTGAGORS' interest in that certain parcel of real property located at 2651 W. 22nd Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

**LOT 8, BLOCK 13, LOCKHARTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.**

Parcel Identification No.: 35-19-30-517-1300-0080

2. To have and to hold the Property, together with the tenements, hereditaments, and appurtenances belonging to the Property and the rents, issues, and profits from the Property unto MORTGAGEE in fee simple as security for the Note.

3. MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of the Property in fee simple; that MORTGAGORS have good right and lawful authority to convey the Property; that MORTGAGORS shall make such further assurances to perfect fee simple title to the Property in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances, other than those of record as reflected in the Public Records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property will not be sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period defined below and in the Note, except as may be otherwise provided in the Note. The Affordability Period will be thirty (30) years from the execution date of the Note.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured by this Mortgage, except that no payments will be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced (which includes any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred, or conveyed to any other persons during the Affordability Period, unless otherwise expressly approved by MORTGAGEE.

6. If MORTGAGORS fully perform, comply with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate created by it with respect to the Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 14 of this Mortgage:

THIRTY (30) YEAR AFFORDABILITY PERIOD:

If MORTGAGORS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 above continuously from the date of the Note, 1/30<sup>th</sup> of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of the Note.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay these amounts, without waiving or affecting the option to foreclose or any other right under this Mortgage and all such payments will, subject to applicable Federal and State laws and regulations, bear interest from the date of such failure at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part of it except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. This insurance must be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. This insurance policy or policies will be held by and payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, then MORTGAGEE will have the right to receive and apply such sum to the indebtedness hereby secured. MORTGAGEE must account to MORTGAGORS for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants constitutes an event of default under this Mortgage.

11. In the event of a foreclosure or voluntary sale, MORTGAGEE will have the right of first refusal to purchase the Property from MORTGAGORS for the amount and on the terms specified in a written, firm contract between MORTGAGORS and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE will have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase under this provision by sending written notice to MORTGAGORS.

12. Subject to paragraph 6 above, if any sum of money referred to in this Mortgage or in the Note is not promptly paid within thirty (30) days after it becomes due or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the outstanding and, unforgiven principal balance of the Note will forthwith or thereafter, at the option of MORTGAGEE, become and be due and payable, anything else in these instruments to the contrary notwithstanding. Failure by MORTGAGEE to exercise any of the rights under these instruments provided will not constitute a waiver of any rights under these instruments accrued or thereafter accruing.

13. MORTGAGORS will not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured under this Mortgage without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, transferred, or refinanced during the term of this Mortgage without notice to and consent from MORTGAGEE, this Mortgage and the Note, MORTGAGORS will be in default under the terms of this Mortgage and the Note. In such event, MORTGAGEE may require immediate payment in full of all sums due under these instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 above. If MORTGAGORS fail to pay the sums then due, MORTGAGEE will have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGORS.

15. In the event a senior mortgagee or other senior lienholder, its successors, or assigns acquires the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this Mortgage or the Note restricting the uses of the Property, as well as any other liens and

encumbrances created by such instruments, will no longer be of any force or effect and such persons will take title free and clear of all such restrictive covenants and liens.

16. Whenever used in this Mortgage, the terms MORTGAGOR and MORTGAGEE includes, respectively, all of MORTGAGORS' or MORTGAGEE's heirs, successors, legal representatives, and assigns. References to any note means all notes secured by this Mortgage if more than one exists.

**IN WITNESS WHEREOF**, MORTGAGORS have executed their hand and seal on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
THELMA PATTERSON

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



\_\_\_\_\_  
NATASHA SANDERS

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA     )

  )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **THELMA PATTERSON and NATASHA SANDERS**  by physical presence or  online notarization,  who are personally known to me or  who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County

and State Aforementioned  
My commission expires: \_\_\_\_\_



This document was prepared by:  
Brijesh Patel, Esq.  
Seminole County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.**

**EXHIBIT A**

**SEMINOLE COUNTY  
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

**MAXIMUM PRINCIPAL AMOUNT: TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**

**EXECUTION DATE:** \_\_\_\_\_, 2024

**MATURITY DATE:** \_\_\_\_\_, 2054

**RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM**

**MAKERS: THELMA PATTERSON and NATASHA SANDERS  
2651 W. 22ND STREET  
SANFORD, FL 32771**

**HOLDER: SEMINOLE COUNTY  
1101 E. 1<sup>ST</sup> STREET  
SANFORD, FLORIDA 32771**

1. **FOR VALUE RECEIVED**, MAKERS promise to pay to the order of HOLDER the sum of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) on \_\_\_\_\_, 2054, in lawful money of the United States, at 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of the same date as this Note given by MAKERS on certain real property, the address of which is 2651 W.

22nd Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

LOT 8, BLOCK 13, LOCKHARTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 35-19-30-517-1300-0080

The security interest enjoyed by this Note will be junior and subordinate in all respects to a valid purchase money first mortgage lien on the Property.

3. If MAKERS fail to use the Property in the manner as required by this Note and the attached Mortgage or defaults for any of the reasons set forth below, or defaults under any covenant of the Mortgage, then all outstanding sums due under this Note and subject to the terms of paragraph 6 below will become immediately due and payable in full under the terms set forth in this Note and the Mortgage.

4. MAKERS must use the proceeds of this Note only for the purposes of home reconstruction assistance on the Property in the manner as represented to HOLDER. Failure of MAKERS to use the Note proceeds in this fashion will be an event of default under this Note and the Mortgage.

5. An event of default also includes the following:

(a) Failure to pay the outstanding principal amount of this Note or any other sum due under this Note at the stated maturity or due date at the time the Property is refinanced, rented, leased, subleased, abandoned, sold, transferred, or conveyed, or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date, or other failure to comply with the terms of the Affordability Period as defined in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage of the same date as this Note, the terms of which are incorporated in this Note by reference.

(f) Failure to comply with the terms of the first mortgage on the Property.

6. If MAKERS fully perform, comply with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under the Mortgage and this Note, then this Note and the Mortgage security interest with respect to this Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 above:

THIRTY (30) YEAR AFFORDABILITY PERIOD:

If MAKERS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 of the Mortgage continuously from the date of the Note, 1/30<sup>th</sup> of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of this Note.

7. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that MAKERS will bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKERS waive demand, protest, and notice of maturity, non-payment, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment on this Note is not paid at the respective maturity or due date, or in case it becomes necessary to protect the security for this Note, whether suit be brought or not.

10. This Note is to be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount under this Note will, at the option of HOLDER, become immediately due and payable.

11. Whenever used in this Note the term "HOLDER" or "MAKER" is to be construed in the singular or plural as the context may require or admit.

*[The balance of this page is left intentionally blank; signatory page follows.]*

IN WITNESS WHEREOF, MAKERS have executed their hand and seal on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
THELMA PATTERSON

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NATASHA SANDERS

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



STATE OF FLORIDA     )  
  )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **THELMA PATTERSON and NATASHA SANDERS**  by physical presence or  online notarization,  who are personally known to me or  who have produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

BP/dbd  
4/15/24  
T:\Users\Legal Secretary CSB\Community Services\2024 Mortgages\Patterson, Thelma and Sanders, Natasha SHIP Mortgage.docx



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0737**

**Title:**

Approve and authorize the Chairman to execute the agreement between Seminole County and Raymond Jean and Kettelene Jean, Owners, for housing reconstruction using State Housing Initiatives Partnership (SHIP) funds not to exceed \$250,000. District5 - Herr (**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 Board of County Commissioners approved the execution of the SHIP Local Housing Assistance Plan (LHAP) for funding years 2022/2023, 2023/2024, and 2024/2025 on May 4, 2022. The LHAP is a required plan that outlines how the County’s SHIP funds will be used by describing the local affordable housing strategies identified to meet the local affordable housing needs.

The agreement to demolish and reconstruct the unit at 1315 Shepherd Ave., Sanford, FL 32771 falls under the third strategy, which offers qualified homeowners assistance with demolition and reconstruction if a home is deemed to be beyond financially feasible to repair. The unit is currently not in compliance with the applicable Seminole County housing code and rehabilitation standards. The Owner’s application for financial assistance was approved and they have been successfully income-qualified.

The strategy allows for up to \$250,000 of SHIP funds to be budgeted to provide sufficient funding for demolition and reconstruction of the property. As a requirement to receive this assistance, the Owners must execute a deferred 30-year mortgage and promissory note, payable to the County, in the amount of the designated funds, in the event of non-compliance.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the SHIP funded agreement between Seminole County and the Owner, Raymond Jean, and any subsequent amended agreements.

**SEMINOLE COUNTY / OWNER AGREEMENT FOR  
HOUSING RECONSTRUCTION FUNDED BY  
STATE HOUSING INITIATIVES PARTNERSHIP**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between **RAYMOND JEAN** and **KETTELENE JEAN**, whose address is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter referred to as “OWNERS”, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”.

**WITNESSETH:**

**WHEREAS**, Section 420.9072, Florida Statutes (2022), establishes the State Housing Initiative Program (SHIP) to provide funds to counties to preserve affordable housing by, among other things, combining public and private resources to conserve and improve existing housing; and



**WHEREAS**, COUNTY approved Resolution No. 2016-R-28, adopting the Seminole County Local Housing Assistance Plan (LHAP) and COUNTY participates in the Florida State Housing Initiatives Program (SHIP), as well as other Federal, State, and local funding programs to make affordable housing available to citizens of Seminole County, Florida at or below eighty percent (80%) of area median income as established by SHIP; and

**WHEREAS**, OWNERS have submitted an application to COUNTY for financial assistance to make necessary repairs to OWNERS’ principal residence, which is currently not in compliance with the applicable housing code standards and Seminole County’s rehabilitation standards; and

**WHEREAS,** COUNTY evaluated OWNERS' application for financial assistance and finds that OWNERS are income qualified for the assistance; and

**WHEREAS,** OWNERS' property is eligible for SHIP assistance,

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

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

**Section 2. Purpose.** The purpose of this Agreement is to set forth the mutual performance obligations and responsibilities of COUNTY and OWNERS in regard to COUNTY's use of SHIP funds in the form of a deferred payment loan to OWNERS for reconstruction of OWNERS' principal residence, hereinafter the "Property".

**Section 3. Terms of SHIP Mortgage Funding Assistance.**

(a) COUNTY shall, subject to continued legal availability of SHIP funds, provide OWNERS with a zero percent (0%) amortized deferred payment loan in the amount of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in SHIP funds, hereinafter the "designated funds". The purpose of the loan is to provide sufficient funding for reconstruction of the Property in accordance with Exhibit A (Scope of Services) attached to and incorporated in the Agreement, and Exhibit B (Project Budget) attached to and incorporated in this Agreement, hereinafter the "Project". As a precondition to receiving this funding assistance, OWNERS must execute a mortgage conveying to COUNTY a mortgage interest in the Property and secured by a promissory note payable to COUNTY in the amount of the designated Project funds, hereinafter collectively the "Mortgage", attached to and incorporated in this Agreement as Exhibit C. Initial execution of Mortgage will be the full budget of up to but

not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Upon completion of the Project, OWNERS may be required to sign a corrective mortgage reflecting the actual dollar amount spent.

(b) The Mortgage will be forgiven by COUNTY provided that OWNERS maintain the subject Property as their principal place of residence and comply with all of the other terms and conditions of the Mortgage for a period of thirty (30) years from the “affordability period” as specified in the Mortgage documents. These Mortgage documents must be prepared by COUNTY, executed by OWNERS, and recorded in the Official Records of Seminole County.

**Section 4. Time for Completion.** The Project services to be performed under this Agreement will commence on or about within sixty (60) days from the date of its execution by COUNTY and will be completed no more than two hundred eighty (280) days from the date of execution of the contract award between County and contractor. These dates may be revised upon the approval of the Community Services Director  or his or her designee.

**Section 5. Property and OWNERS Eligibility.**

(a) The estimated value of the Property, reconstruction, must not exceed ninety-five percent (95%) of the median purchase price for the area as set forth in the HUD Purchase Price/After Rehabilitation Value Limits.

(b) OWNERS’ family must qualify as a low or very low income family at the time SHIP funds are committed to the Project. A low income family has a household gross income from all sources that does not exceed eighty percent (80%) of the median income within the Orlando Metropolitan Statistical Area. A very low income family has a household gross income from all sources that does not exceed fifty percent (50%) of the median income within the Orlando Metropolitan Statistical Area. OWNERS hereby reaffirm that as of the date of this Agreement, their gross household income remains at or below the above stated limits.

**Section 6. Additional Funding Sources.** OWNERS must disclose any and all assistance received for performance of any portion of the scope described in Exhibit A of the Agreement, including, but not limited to, funds from any source, work of any kind, or relocation assistance. OWNERS must list the provider and provide the type and amount of any such assistance on a separate form as required by COUNTY.

**Section 7. Ownership of Property.** OWNERS represent and agree that they have fee simple title to the Property benefitting from the financial assistance under this Agreement and agree to occupy the Property as their principal residence for the affordability period described in the Mortgage and Note. The address and parcel identification number of the Property are as follows:

Property Address: 1315 Shepherd Avenue, Sanford, Florida 32771-2731

Parcel Identification No.: 36-19-30-515-0G00-0360

**Section 8. Condition of Property.**  The Property is presently in violation of HUD's Minimum Property Standards, the Florida Building Code, or other applicable codes, and is in need of the repairs, improvements, and alterations set forth and described in the attached Scope of Services (Exhibit A). The work, material, and equipment installed shall meet the Florida Building Code, all other applicable codes, and the Seminole County Rehabilitation Standards, attached to this Agreement as Exhibit E.

**Section 9. Payments and Change Orders.** COUNTY will make all payments for Project services directly to the selected contractor. No advance payments for labor, services, or materials will be made. Disbursements will be made based on the progress of the job pursuant to the terms and conditions of a separate agreement between the contractor and COUNTY. OWNERS shall have no authority to unilaterally alter or amend the Project Scope of Services described in Exhibit A of this Agreement or any work performed by the contractor as authorized by COUNTY. No

changes or alterations in the plans, specifications, exhibits, addenda, and other drawings, or any part of the Project services, or any changes to the agreement between COUNTY and the selected contractor shall be valid or otherwise enforceable unless reduced to writing and signed by the contractor and signed and approved by COUNTY.

**Section 10. OWNERS' Duties and Responsibilities.**

(a) If determined by COUNTY to be necessary to the extent of the rehabilitation, OWNERS shall be responsible for timely obtaining temporary living accommodations to allow the Project to proceed. OWNERS shall also be responsible for removing personal possessions from the areas where work will be performed and for keeping areas accessible so that the contractor can complete the work. COUNTY is not financially liable to OWNERS for any personal injury or loss, damage or destruction of personal possessions arising from any instance or cause whatsoever as a result of these requirements. One (1) POD will be provided and paid by COUNTY for storage of personal possessions. All other storage needs will be OWNERS' responsibility.

(b) Before any repair work begins on the Property, OWNERS must participate in a walk-through with a representative from the Seminole County Community Services Department. The purpose of this walk-through is to determine, and for OWNERS to approve the scope of work that will be done at the Property.

(c) OWNERS are responsible for any damage to self or property until OWNERS receive written correspondence of move out date. OWNERS will not be required to relocate until fourteen (14) days prior to start of construction, after which COUNTY-appointed contractor will take possession of the Property.

(d) OWNERS shall provide the contractor with access to the Property, including the use of power and water as needed to complete the repairs. Failure to allow the contractor access

may result in termination of this Agreement and require repayment by OWNERS of any funds advanced to the contractor on OWNERS' behalf.

(e) OWNERS shall cooperate with COUNTY to achieve the goals and objectives set out in this Agreement.

(f) The Property must meet the applicable Seminole County Rehabilitation Standards, ordinances, and all applicable State and local codes, including housing, zoning, fire, and building codes, as amended, for the full term of the affordability period.

**Section 11. COUNTY's Duties.**

(a) COUNTY's duties under this Agreement are limited to determining OWNERS' income eligibility, determining that the Property is eligible for SHIP assistance, selecting the contractor, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to the contractor for the agreed upon repairs.

(b) COUNTY represents that, as of the date of this Agreement, it has available the designated SHIP funds to make payment for the rehabilitation described in Exhibit A, and that it will maintain on hand such sum to pay for the agreed upon Project services to the Property. Such sum shall be paid directly to the contractor pursuant to a separate agreement between COUNTY and the selected contractor.

(c) COUNTY shall not be responsible for any excess costs for materials, services, or work not expressly authorized and approved in writing by COUNTY as set forth in Exhibits A and B of this Agreement.

(d) COUNTY shall cooperate with OWNERS to achieve the goals and objectives set forth in Exhibit A of this Agreement.

**Section 12. Right to Enter and Inspect.** COUNTY reserves the right to enter or visit OWNERS' Property at any reasonable time to inspect and verify the contractor's performance of

the services funded under this Agreement. Denials of entry and inspection rights will be a breach of this Agreement and, at the sole determination of COUNTY, could serve to disqualify OWNERS from obtaining any funding assistance, termination of this Agreement, or initiation by COUNTY of legal proceedings to seek recapture of any SHIP funds previously expended on behalf of OWNERS.

**Section 13. Term.** 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 signature of the parties and shall terminate upon completion of the affordability period as specified in the Mortgage documents.

**Section 14. OWNERS' Indemnification and Release.**

(a) OWNERS and occupants, individually and collectively, do hereby release and discharge COUNTY, its agents, officers, and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising or which may arise hereafter from the SHIP funded rehabilitation being performed on the Property.

(b) OWNERS and occupants further agree to indemnify and hold harmless COUNTY, its agents, officers, and employees from any and all claims, demands, defalcation, dishonesty, and causes of action of every kind and nature by third parties for damages to persons or property, costs, charges and expenses, including attorneys' fees, which may arise out of, by reason of, or in any manner grow out of the subject matter of this Agreement, fraud, defalcation, dishonesty, the activities of the contractor or its subcontractors, as well as OWNERS' and occupants' own use or misuse of the Property, irrespective of intent or negligence, whether actual, imputed, or claimed.

This Section shall survive expiration of this Agreement.

**Section 15. Termination.**

(a) COUNTY may terminate this Agreement, at its sole discretion, if it determines that continued compliance with the terms of this Agreement are no longer in the best interest of COUNTY. In such circumstances, COUNTY shall give OWNERS at least fifteen (15) days' notice of such intent to terminate. The notice shall be effective when placed in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Section 23 of this Agreement.

(b) OWNERS shall be liable for recapture of funds spent by COUNTY on OWNERS' behalf if any representation made by OWNERS in this Agreement or applications for funding shall, any time, be false or misleading in any respect, or if OWNERS are found in non-compliance with this Agreement or any laws, rules, or regulations governing the use of the funds provided pursuant to this Agreement.

(c) This Agreement may be terminated by the written mutual consent of both parties.

**Section 16. Public Records Law.**

(a) OWNERS acknowledge COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2020), as that statute may be amended from time to time, to release public records to members of the public upon request. OWNERS acknowledge 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 that said statute controls over the terms of this Agreement. Upon COUNTY's request, OWNERS will provide COUNTY with all requested public records in OWNERS' possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) OWNERS specifically acknowledge their obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must:

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

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

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

(4) Upon termination of this Agreement, OWNERS will transfer, at no cost to COUNTY, all public records in possession of OWNERS, or keep and maintain public records required by COUNTY under this Agreement. If OWNERS transfer all public records to COUNTY upon completion of this Agreement, OWNERS must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNERS keep and maintain the public records upon completion of this Agreement, OWNERS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(d) IF OWNERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, OWNERS MAY CONTACT THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT, AT 407-665-2302, [PMARTIN@SEMINOLECOUNTYFL.GOV](mailto:PMARTIN@SEMINOLECOUNTYFL.GOV), 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.

**Section 17. Records.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties of this Agreement created by this Agreement shall be maintained by COUNTY as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

**Section 18. No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the parties to this Agreement and is for the exclusive benefit of these parties. This Agreement shall not to be deemed to be made for the benefit of any other entity or person not so specified, including specifically, but not limited to, the selected contractor.

**Section 19. Compliance with Federal, State, and Local Laws.** The parties shall comply with all Federal, State, and local laws, ordinances, and health and safety rules and regulations at all times.

**Section 20. Dispute Resolution and Venue.**

(a) In the event of a dispute related to any provision of this Agreement, including performance or payment obligations, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(b) COUNTY dispute resolution procedures:

(1) All claims by OWNERS against COUNTY must be submitted in writing to the Community Services Department Director, 520 W. Lake Mary Boulevard, Suite 100, Sanford, Florida 32773, for a decision.

(2) The Department Director shall issue a decision in writing, and will be mailed to OWNERS. The decision notice shall state the reasons for the decision reached and shall inform OWNERS of their appeal rights. The Department Director's decision shall be final, unless OWNERS file an appeal to the County Manager within ten (10) business days from the date of the receipt of the decision.

(3) OWNERS may file an appeal to the County Manager at 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771.

(4) The County Manager or his/her designee shall have the authority to review the appeal and render a final decision within ten (10) business days from the date of receipt of the appeal. The County Manager's decision will be mailed to OWNERS at the address listed in Section 23.

(c) OWNERS agree that they will not file suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY dispute resolution procedures set forth in subsection (b) above, of which OWNERS had knowledge and failed to present during COUNTY dispute resolution procedures.

(d) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed, the parties shall exercise best efforts to resolve disputes through formal mediation before proceeding to trial. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of such mediation shall be shared equally among the parties participating in mediation.

(e) The venue for any lawsuits shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit in and for Seminole County as to State law causes of action, and the United States District Court, Middle District of Florida, Orlando Division, as to Federal causes of action.

**Section 21. Amendments.** This Agreement may be altered, amended, modified, or revised only by a written instrument subsequently executed by the parties to this Agreement.

**Section 22. Entire Agreement.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained in this Agreement. This Agreement supersedes all prior representations, statements, and understandings among the parties to this Agreement with respect to the matters and things addressed in this Agreement, either written or oral.

**Section 23. Notices.**

(a) All notices, requests, demands, or other written communications under this Agreement must be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid, with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party in writing.

**For COUNTY:**

Community Development Division Manager  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**For OWNERS:**

Raymond Jean and Kettelene Jean  
1315 Shepherd Avenue  
Sanford, Florida 32771-2731

(b) The parties shall give the other party prompt notice of any material event or claim coming to its knowledge which directly or indirectly effects the other party.

**Section 24. Waiver.** No act or omission, or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse shall be deemed to be a waiver, release, or modification of the same. This type of waiver, release, or modification is to be affected only through a written modification to this Agreement.

**Section 25. Funding.** The source of COUNTY funding for this Agreement shall be from the SHIP funds described in Section 3 of this Agreement. Anything else in this Agreement to the contrary notwithstanding, COUNTY shall not be obligated to pay for the rehabilitation work on behalf of OWNERS as a result of any act of the executive, legislative, or judicial branches of the State or Federal governments that results in the loss of COUNTY's SHIP funding, or in the express loss or prohibition of COUNTY's authorization to use such funds for services, through no fault of COUNTY.



**Section 26. Headings.** The paragraph headings are inserted into this Agreement for convenience and reference only, and in no way define or limit the scope or intent of any provisions of this Agreement.

**Section 27. Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties to this Agreement, but all of which shall be construed together as a single instrument.

**Section 28. Assignment.** This Agreement may not be assigned by either party without the written consent of the other, which consent shall be at the sole discretion of the party whose consent is required.

**Section 29. Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such a determination

shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

**Section 30. Exhibits.** Exhibits to this Agreement shall be deemed to be incorporate into this Agreement as if fully set forth verbatim into the body of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

  
\_\_\_\_\_  
Signature  
JESSICA RODRIGUEZ GARCIA  
Print Name

  
\_\_\_\_\_  
Signature  
Michael Storm Tackett  
Print Name

RAYMOND JEAN:

By: \*Raymond Jean

Date: 5/21/2024



WITNESSES:

  
\_\_\_\_\_  
Signature  
JESSICA RODRIGUEZ GARCIA  
Print Name

  
\_\_\_\_\_  
Signature  
Michael Storm Tackett  
Print Name

KETTELENE JEAN:

By: K. Jean

Date: 5/21/24

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

BP/dbd  
4/24/24

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Project Budget
- Exhibit C – Mortgage and Note



BP  
5/6/24

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**COMMUNITY SERVICES DEPARTMENT**  
**COMMUNITY DEVELOPMENT DIVISION**



**TECHNICAL RE-CONSTRUCTION SPECIFICATIONS FOR THE FOLLOWING PROJECT:**

<b>HOMEOWNER:</b>	<b>Raymond Jean</b>
<b>ADDRESS:</b>	<b>1315 Shepherd Ave Sanford FL 32771</b>
<b>PARCEL #:</b>	<b>36-19-30-515-0G00-0360</b>
<b>MUNICIPALITY</b>	<b>City of Sanford</b>

Seminole County Community Services is seeking a State Certified General Contractor, State Certified Building Contractor or a State Certified Residential Contractor to demolish and remove an existing sub-standard home, clear and prepare the lot and re-construct a new dwelling. Contractor will be responsible for providing new permit ready (sealed) house plans that will be in the range of 1100 SF plus or minus 100 SF. Plans must be approved by Seminole County Community Services. Any associated variances related to building on this lot (setback, well or septic etc.) will be the responsibility of the Contractor.

ALL RE-CONSTRUCTION PROJECTS SHALL MEET THE MINIMUM STANDARDS SET BY SEMINOLE COUNTY. The County endeavors to provide written specifications that are accurate as shown in the categories below.

**TIME FOR COMPLETION:**

The home must be completed and have a certificate of occupancy from the Building Official, no later than the final completion date stated in the Notice to Proceed. The following allowances have been incorporated into the total building time. Time starts when the Notice to Proceed is issued by Purchasing and Contracts. Project schedule format as follows:

1. 60 days will be allowed for permits, variances, and mobilization.
2. 120 days will be allowed for construction.
3. 30 days will be allowed for final close out of the project.
4. Total time from NTP to close will be 210 days.

**NEW HOME ESTIMATED COST: \$215,000**

**Exhibit B – Project Budget**

Raymond Jean  
1315 Shepherd Avenue  
Sanford, FL 32771-2731

Parcel: 36-19-30-515-0G00-0360

Estimated Construction Costs	\$ 215,000.00
Contingency	\$ 21,500.00
Estimated Soft Costs	\$ 2,295.00
Estimated Relocation Costs	\$ 0,00
<b>TOTAL</b>	<b>\$ 238,795.00</b>

EXHIBIT C

This document was prepared by:  
Brijesh Patel, Esq.  
Seminole County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771



Please return to:  
Community Development Office  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.**

**SEMINOLE COUNTY  
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)  
RECONSTRUCTION ASSISTANCE  
MORTGAGE**

**THIS MORTGAGE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **RAYMOND JEAN** and **KETTELENE JEAN**, hereinafter referred to as "MORTGAGORS", who has qualified for State Housing Initiative Partnership (SHIP) home reconstruction assistance and whose current mailing address is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter the "MORTGAGEE".

**WITNESSETH:**

1. For good and valuable consideration and in particular the sum of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) through the issuance of that certain SHIP Program Promissory Note in the same amount and of the same date as this Mortgage, attached to this Mortgage as Exhibit A (the "Note"), MORTGAGORS hereby mortgage unto MORTGAGEE all of MORTGAGORS' interest in that certain parcel of real property located at 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

LOT 36, BLOCK G, A D CHAPPEL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-515-0G00-0360

2. To have and to hold the Property, together with the tenements, hereditaments, and appurtenances belonging to the Property and the rents, issues, and profits from the Property unto MORTGAGEE in fee simple as security for the Note.

3. MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of the Property in fee simple; that MORTGAGORS have good right and lawful

authority to convey the Property; that MORTGAGORS shall make such further assurances to perfect fee simple title to the Property in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances, other than those of record as reflected in the Public Records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property will not be sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period defined below and in the Note, except as may be otherwise provided in the Note. The Affordability Period will be thirty (30) years from the execution date of the Note.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured by this Mortgage, except that no payments will be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced (which includes any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred, or conveyed to any other persons during the Affordability Period, unless otherwise expressly approved by MORTGAGEE.

6. If MORTGAGORS fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate created by it with respect to the Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 14 of this Mortgage:

**THIRTY (30) YEAR AFFORDABILITY PERIOD:**

If MORTGAGORS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 above continuously from the date of the Note, 1/30<sup>th</sup> of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of the Note.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay these amounts, without waiving or affecting the option to foreclose or any other right under this Mortgage and all such payments will, subject to applicable Federal and State laws and regulations, bear interest from the date of such failure at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part of it except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. This insurance must be made through a company or companies acceptable to MORTGAGEE per the written

authorization of MORTGAGEE. This insurance policy or policies will be held by and payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, then MORTGAGEE will have the right to receive and apply such sum to the indebtedness hereby secured. MORTGAGEE must account to MORTGAGORS for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants constitutes an event of default under this Mortgage.

11. In the event of a foreclosure or voluntary sale, MORTGAGEE will have the right of first refusal to purchase the Property from MORTGAGORS for the amount and on the terms specified in a written, firm contract between MORTGAGORS and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE will have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase under this provision by sending written notice to MORTGAGORS.

12. Subject to paragraph 6 above, if any sum of money referred to in this Mortgage or in the Note is not promptly paid within thirty (30) days after it becomes due or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the outstanding and, unforgiven principal balance of the Note will forthwith or thereafter, at the option of MORTGAGEE, become and be due and payable, anything else in these instruments to the contrary notwithstanding. Failure by MORTGAGEE to exercise any of the rights under these instruments provided will not constitute a waiver of any rights under these instruments accrued or thereafter accruing.

13. MORTGAGORS will not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured under this Mortgage without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, transferred, or refinanced during the term of this Mortgage without notice to and consent from MORTGAGEE, this Mortgage and the Note, MORTGAGORS will be in default under the terms of this Mortgage and the Note. In such event, MORTGAGEE may require immediate payment in full of all sums due under these instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 above. If MORTGAGORS fail to pay the sums then due, MORTGAGEE will have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGORS.

15. In the event a senior mortgagee or other senior lienholder, its successors, or assigns acquires the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this Mortgage or the Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, will no longer be of any force or effect and such persons will take title free and clear of all such restrictive covenants and liens.

16. Whenever used in this Mortgage, the terms MORTGAGORS and MORTGAGEE includes, respectively, all of MORTGAGORS' or MORTGAGEE's heirs, successors, legal representatives, and assigns. References to any note means all notes secured by this Mortgage if more than one exists.

**IN WITNESS WHEREOF**, MORTGAGORS have executed his hand and seal on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RAYMOND JEAN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

WITNESSES:

\_\_\_\_\_  
Signature



\_\_\_\_\_  
KETTELENE JEAN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA        )

)

COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Raymond Jean** and **Kettelene Jean**  by physical presence or  online notarization,  who are personally known to me or  who has produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

This document was prepared by:  
Brijesh Patel, Esq.  
Seminole County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.**

**EXHIBIT A**

**SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM  
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

**MAXIMUM PRINCIPAL AMOUNT: TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**

**EXECUTION DATE:** \_\_\_\_\_, 20\_\_\_\_



**MATURITY DATE:** \_\_\_\_\_, 20\_\_\_\_

**RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM**

**MAKERS: RAYMOND JEAN and KETTELENE JEAN  
1315 SHEPHERD AVENUE  
SANFORD, FLORIDA 32771-2731**

**HOLDER: SEMINOLE COUNTY  
1101 E. 1<sup>ST</sup> STREET  
SANFORD, FLORIDA 32771**

1. **FOR VALUE RECEIVED**, MAKERS promise to pay to the order of HOLDER the sum of up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) on \_\_\_\_\_, 20\_\_\_\_, in lawful money of the United States, at 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of the same date as this Note given by MAKER on certain real property, the address of which is 1315 Shepherd Avenue, Sanford, Florida 32771-2731, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

LOT 36, BLOCK G, A D CHAPPEL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 36-19-30-515-0G00-0360

The security interest enjoyed by this Note will be junior and subordinate in all respects to a valid purchase money first mortgage lien on the Property.

3. If MAKERS fail to use the Property in the manner as required by this Note and the attached Mortgage or defaults for any of the reasons set forth below, or defaults under any covenant of the Mortgage, then all outstanding sums due under this Note and subject to the terms of paragraph 6 below will become immediately due and payable in full under the terms set forth in this Note and the Mortgage.

4. MAKERS must use the proceeds of this Note only for the purposes of home reconstruction assistance on the Property in the manner as represented to HOLDER. Failure of MAKERS to use the Note proceeds in this fashion will be an event of default under this Note and the Mortgage.

5. An event of default also includes the following:

(a) Failure to pay the outstanding principal amount of this Note or any other sum due under this Note at the stated maturity or due date at the time the Property is refinanced, rented, leased, subleased, abandoned, sold, transferred, or conveyed, or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date, or other failure to comply with the terms of the Affordability Period as defined in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage of the same date as this Note, the terms of which are incorporated in this Note by reference.

(f) Failure to comply with the terms of the first mortgage on the Property.

6. If MAKERS fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under the Mortgage and this Note, then this Note and the Mortgage security interest with respect to this Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 above:

THIRTY (30) YEAR AFFORDABILITY PERIOD:

If MAKERS fully comply with the Affordability Period requirements described in paragraphs 4 and 5 of the Mortgage continuously from the date of the Note, 1/30<sup>th</sup>

of the principal amount of the Note will be forgiven on an annual basis, with the complete amount being forgiven after thirty (30) years from the execution date of this Note.

7. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that MAKERS will bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKERS waive demand, protest, and notice of maturity, non-payment, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment on this Note is not paid at the respective maturity or due date, or in case it becomes necessary to protect the security for this Note, whether suit be brought or not.

10. This Note is to be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount under this Note will, at the option of HOLDER, become immediately due and payable.

11. Whenever used in this Note the term "HOLDER" or "MAKERS" are to be construed in the singular or plural as the context may require or admit.



*[The balance of this page is left intentionally blank; signatory page follows.]*

**IN WITNESS WHEREOF**, MAKER has executed his hand and seal on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RAYMOND JEAN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
KETTELENE JEAN

\_\_\_\_\_  
Print Name



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA        )

)

COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Raymond Jean** and **Kettelene Jean**  by physical presence or  online notarization,  who is personally known to me or  who has produced \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

BP  
4/26/24  
T:\Users\Legal Secretary CSB\Community Services\2024 Mortgages\Jean, Raymond (SHIP Recon).docx

## 01. General Requirements:

As stated above, the contractor must be state certified and possess an active CGC, CBC or CRC license. The contractor will be responsible for all of the following:

### Plans/Permitting:

- Provide house plans, approved by Seminole County Community Development, which will be used for permitting and construction of the new home. See details below.
- Once project has been awarded proposed plans and plot plan with elevations must be presented to the Community Development Construction Manager for approval **prior** to being submitted to the homeowner and the Building Department having jurisdiction.
- Contractor responsible for all documents required for permitting. Contractor responsible for all applicable fees and charges pertaining to insurance, permits (including septic if required), variances, architect / design, engineering and utility connections. In addition, contractor will be responsible for obtaining pre-demolition assessments, if necessary or demolition permits.
- Surveys, including appropriate spot grades, proposed and final grades.
- Contractor will be responsible to meet or exceed any elevation requirements as put forward by Seminole County, the permitting jurisdiction, Zoning, Public Works or land management.
- Variances (setback, septic or well if required – see Section .02, Site Work - below)

### Work:

- Abandonment of old septic tanks, wells or drain fields if required. See Section .02 (Site Work) below for details
- New septic systems and wells (if required), sewer connections, water meter fees and or relocation of water meter.
- Contractor responsible to provide portable sanitary facilities for the duration of the project.
- Provide and maintain a job site dumpster.
- A temporary power pole is required unless circumstances prevent.

### Safety:

- Safety: Contractor will be responsible for recognizing and remediating all safety hazards in and around the home during construction activities. Safety procedures to be in place until a Certificate of Occupancy is issued on the home. These procedures include, but are not limited to the following:
  - The work site shall be maintained in a clean and orderly manner.
  - Debris shall be placed in a proper container daily
  - No materials or construction debris shall be stored in any ill-mannered fashion or location not suitable for its contents.
  - Re-bar caps shall be installed on any exposed steel rod ends.
  - Hard Hats.
  - No damaged power cords, frayed or broken grounds
  - OSHA approved ladders

- Lanyards for fall protection (over 6' above ground)
- Properly installed scaffold

**Warranty:**

- Contractors who are awarded bids by Seminole County will be required to provide a warranty on all materials used and/or labor performed to install such materials for a period of not less than **one year**. Electric, Plumbing, HVAC systems will be warranted for a period of **two years**. (If there is an extended manufactures warranty on the HVAC system, it will be explained to the owner along with supplying the associated manufacturer's documents). Roof installations will be warranted for a period of **5 years**. A structural warranty will be required on the new home for a period of **10 years**.

**Closeout:**

- Contractor will complete, and forward to the manufacturer, the warranty registration for all appliances, hot water tank, roofing shingles, and HVAC system at completion of project. If an extended warranty is provided by the manufacturer, that exceeds the 2 year standard warranty, the information will be provided and explained to the homeowner. In addition, the contractor is to provide the homeowner with a **folder** containing all the manufacturer's brand, model, warranties and operating instructions for all the items installed in the home: ROOFING, HVAC, APPLAIANCES, WATER HEATERS, PLUMBING FIXTURES, FLOORING, FANS, ETC. Contractor will also include a list, with his contact information, and those of the major sub-contractors that provided services to the home so homeowner can call for warranty service.
- Contractor, or representative, will clearly demonstrate the operation of the HVAC system, including changing the filter monthly. **Contractor to provide 12-month supply of appropriately sized single-use filters.**
- Contractor, or representative, will clearly demonstrate and explain all installed features of home and any issues that would be considered normal homeowner maintenance. This would include GFCI and Arc-fault receptacles, electrical panels, caulking and low volt stub out locations, plumbing clean outs and water shut off valves.

**Minimum Requirements:**

- All materials used must meet or exceed the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.
- Materials will be in accordance with the Seminole County Reconstruction standards

**Substitutions:**

- All products and materials listed herein may be substituted with an “equal or greater” quality product and /or material of “equal or lesser cost” or as required by Local, State and Federal codes or regulations. The manufactured brands stated herein for certain products will be considered the basic minimums for quality expectations by Seminole County.
- ***SITE SPECIFIC CONDITIONS: (General Requirements)***
- This lot is in a flood zone.
- The property is in Seminole County jurisdiction
- Water provided by: City of Sanford
- Sewer provided by: City of Sanford
- Zoning: MR2
- Lot size: 55 x 100

**New home design and standard features:****Standard Features:**

- Air-conditioned space shall be approximately 1100 square feet, plus or minus 100 square feet. It shall have three (3) bedrooms and two 2 baths.
- New home **will have** an attached one car garage. See Section .02 (Site Work) below.
- Termite Protection: Shall be provided by a registered termiticide and comply with current FBC requirements. A certificate will be provided to the Permitting Jurisdiction at final inspection for issuance of C.O.
- House will be designed with a hip roof.
- Provide pre-manufactured truss system that shall cover (incorporate) the front porch. The trusses over the porch shall be supported by a structural header, wood posts or block columns at the front edge of the porch slab (Section .06).
- **See Supplemental Requirements for Garage/Utility Room specifications.**

**Exterior Requirements:**

- House to be centered on lot if conditions permit.
- Home to be constructed on a stem wall foundation at a minimum of 4 courses (3 block and 1 chair). See Section .02 (Site Work) below.  
**ADA Accessibility required: Yes\_\_ No\_\_X\_** If yes: The front porch needs to be raised up to within a ¼” of the finished floor for accessibility. The sidewalk from the porch to the driveway cannot exceed an 8% slope for accessibility purposes (see Section .03 below).
- Front entry (porch): Front porch to be approximately 80 square feet (Section .03 below).
- Rear patio slab to be approximately 8’ x 10’ (80 sq. ft.) see Section .03 below.
- Provide a sliding glass door at the rear patio location.
- Sub-fascia will be 6”.
- House to be constructed with block exterior walls (Section .04 below)

### Interior Requirements:

- See Section .06 below for framing requirements.
- Provide a new Range, Over the Range Microwave, Refrigerator with ice maker, Dishwasher, Washer, Dryer and garbage disposal. Specifications in Section .11 (Equipment) below.
- A blower door test will be required at substantial completion.
- Home will have either Garage Laundry or Utility Room Laundry. To be specified in section .11
- **Owner color selections:** Provide 4 shingle samples (no white shingles), Interior wall color from 6 samples (ceiling to be white and trim white semi-gloss), Floor tile from 4 samples, Appliances to be stainless steel, black or white (no extra cost to owner), Cabinet and Formica selection from 4 samples. Bath vanity selection to match kitchen selection. Vanity tops white cultured marble or Corian with built in sink.

### 02. Site Work:

#### **Lot Condition / Demolition / Clearing:**

- Site Specific Conditions will address any lot specific issues: trees, fences, septic, wells, or outbuildings.
- Water, sewer, septic and well information, along with locations are written in Mechanical, Section .12 below.
- Contractor to supply dumpsters.
- Site Prep. This includes fill for the house pad, fill inside form or stem wall and proper grading of the lot. It also includes all fill associated with a mound septic if required.
- Lot will be elevated with the proper amount of fill for proper drainage. Slopes around slab perimeter will be graded with a minimum 4:1 slope
- Contractor to obtain any pre-demolition site assessments as required by the permitting jurisdiction as well as obtaining and paying for all the proper demolition permits.
- Contractor responsible for all variances, and associated fees.
- Contractor to supply portable sanitary facilities.
- Contractor shall entirely demolish the existing residential structure and any auxiliary structures pertaining to the property, including but not limited to; any flat concrete slab(s), broken city sidewalk(s), existing septic tank and / or drain field, and / or supporting concrete piers or remnants of old foundation(s) as well as fence(s) or remnants of fence(s). Any trees interfering with the placement of the new home shall be properly removed. Existing trees that remain will be trimmed for safety and appearance.
- Haul away and properly dispose of all debris.
- Contractor responsible for proper finish floor elevation as specified by the permitting jurisdiction.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***
- **Remove the old, dilapidated shed in the rear of the house**

### Landscaping:

- At final grade, prior to sod and landscaping, lot will be graded to comply with approved engineering and proper drainage.
- Lot will be fully covered with Bahia grass to cover final lot grading and disturbed areas. Sod must be weed free and in a healthy growing condition when installed. It should be installed with tight non-overlapped joints. Sod showing discoloration or wilting will be rejected.
- Sod containing nut grass, lippie, water sedge and dollar weed is not acceptable and will be rejected.
- Contractor will keep new sod properly maintained, watered, and mowed (as needed) until project Close Out
- Contractor will protect new sod areas from damage by vehicle traffic or construction activities.
- Completed sod will reflect the final grade, be firmly placed (no soft spots) and be flush with adjoining walks, drives or borders of any kind.
- Sod will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

### Trees and Shrubs:

- **Contractor to confirm that the permitting jurisdiction will not require additional trees.**
- Install 20 perennial plants along the front exposure of the house. Plants to be a minimum 3-gallon size, drought tolerant and resistant to full sun.
- Include a minimum of 3" of mulch in the beds surrounding the plants.
- Include two (2) canopy trees (no palms). Trees to be Florida Fancy or a Florida #1 grade. Plant one in the city / county right of way (if possible) and one in the front yard. Trees shall be 10' high with a 2" caliper at DBH (diameter at breast height). Tree to be guyed in an upright position immediately after planting.
- Trees and landscaping will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.
- ***SITE SPECIFIC CONDITIONS: (Site Work)***

## 03. Concrete:

### Stem Wall Concrete Slab:

- In order to minimize or prevent the potential negative impact of water drain-off into adjacent properties the new house shall be a 4 course (3 block and 1 chair) stem-wall construction. Stem-wall can be reduced to a 3-course wall if lot conditions allow. Contractor will contact the Construction Manager for approval to reduce a course before stem-wall is constructed. A stem-wall may necessitate the addition of concrete steps at the front and rear of house to access the higher front porch and rear sliding glass door. Handrails and stairs, if required, shall comply with current FBC regulations.

- **If ADA Accessibility required:** front porch shall be raised to ¼” to ½” below the finish floor for accessibility. The sidewalk leading from the front porch edge to the new driveway needs to have a maximum slope of 8% (1’ in 12’) for accessibility.
- Control joints need to be cut across the house floor to prevent cracking. Control joints shall be cut across the front and back porches (cut front to back).
- Front and rear porch to have a light broom finish.
- Sliding glass door to be recessed per door installation specifications.

#### **Driveway and Sidewalk:**

- Concrete minimum 2500 PSI
- Minimum width is 12’ (not including the apron) unless the Site-Specific Conditions describes an overriding condition.
- Pre-formed or saw cut expansion joints must be provided. Maximum spacing 10’ on driveway, 4’ on sidewalk to home.
- Minimum thickness is 4”. Increase to 6” on the County side.
- Sidewalk from new drive to front porch max slope 8% (1’ in 12’).
- ***Contractor responsible for relocating any utility poles or water meters in proposed driveway location.***
- ***SITE SPECIFIC CONDITIONS: (Concrete)***
- ***Install new driveway apron***

#### **04. Masonry:**

##### **Exterior block wall:**

- Exterior walls to be reinforced concrete masonry units as detailed by the engineer of record or design professional.
- Block work to be laid in a workman like manor with the walls plumb, level and square with a maximum joint size of ½”.

##### **Stucco:**

- Exterior block walls will be stucco finish. A three coat process will be required: A base scratch coat, smooth coat and a light skip trowel or broom added topcoat. Stucco will comply with current FBC requirements.
- Front porch ceiling detail articulated in Section .09 below
- All windows and exterior doors will receive a 6” cut band around the opening. This will apply to all 4 sides of house.
- ***SITE SPECIFIC CONDITIONS: (Masonry)***

#### **05. Metals:**

##### **Metal framing, Stairs or ramps:**

- Not applicable unless noted in Site Specific Conditions below:
- ***SITE SPECIFIC CONDITIONS: (Metals)***

## 06. Wood and Plastics:

### Framing and rough carpentry:

- Interior walls to be wood frame 16" OC.
- Interior hallways to be a minimum of 36" wide.
- Install a centrally located scuttle hole for attic access that complies with current FBC requirements.
- Frame opening for medicine cabinet in each bathroom (14" x 18"). Up 54" from floor to bottom of opening.
- Exterior block walls to receive PT furring: Install a 1 x 4 PT furring strip around the base perimeter of the block. Install 1 x 2 furring 16" OC vertically above the base strip. Top perimeter of block to receive a 1 x 2 PT furring. Install 1 x 6" furring over top of window and door openings and extend 8" each way beyond opening. Install 1 x 4" PT furring on the sides of windows and doors. Install a 1 x 2 PT furring below window parallel with the sill.
- Sheathing to be OSB 7/16"
- Sub-fascia will be 6". It will NOT require a 1x2 to be installed at the top to offset the drip edge.
- Overhang to be standard 16". If elevation has any gables included, the overhang (rake) will be 12".
- Framers to install openings with blocking for off ridge vents that will be installed on the roof deck. Openings need to comply with ventilation requirements of current FBC requirements.

### Trusses:

- House will incorporate a pre-built and engineered truss system. The roof style will be "hip".
- The truss system will extend over the front porch and shall be supported by a header and 4 x 4 posts or a block column.
- The front porch ceiling will not require OSB to be installed (see Section .09 Finishes).

### Finish Carpentry and Millwork:

- Interior door style to be 6 panel pre-hung. Hardware (including hinges) will be brushed nickel throughout. Doorknob (passage and privacy) to be lever style.
- Casing to be 2 ¼" finger joint colonial. Baseboard to be 3 ¼" finger joint colonial.
- Windowsills can be PVC "faux wood" with apron (Marble and Corian are also acceptable).
- Closet doors shall be 6-panel bypass type. 6-panel bi-fold doors may be used in specific locations that bypass will not work. Hinge doors at bedroom, bath and utility room (if applicable).
- **Master bath door** should be "clear accessible" 2-8. If the clear opening will not be 2-8, a 3-0 (36") door will be installed.
- Baseboards shall be installed on top of new floor tile.

**Cabinets (Kitchen):**

- Kitchen cabinets will have solid wood face frame and solid wood door and drawers. Cabinet doors and drawers shall open without clearance issues from adjacent appliances and be easily accessible.
- Wall cabinets shall be 30”.
- Cabinets will have fully finished interiors including full back coverings. Any electrical or plumbing penetrations through back of cabinet will be caulked or covered with an installed escutcheon.
- All door and drawers will have brushed nickel pulls and handles.
- Hinges to be concealed European type.
- Installation to include all necessary caulking, trim and adjustment of doors and drawers required to provide a professional finished product.
- See Section .15 for Kitchen plumbing specifications
- See Section .11 for appliance specifications

**Cabinets (bathroom):**

- Vanity cabinets shall be same style and color as Kitchen selection.
- Master vanity shall be “comfort height” and a minimum of 32” wide.
- Hall Bath shall be minimum 36” wide.
- Doors or drawers shall have brushed nickel pulls or handles.
- Installation shall be tight fit to adjacent wall with no visible gaps.

**Counter Tops (Kitchen):**

- Counter tops to be mica clad with a standard 4” backsplash installed over 45# industrial grade (dense) particle board. **Counter Tops (Master and Hall Bath Vanities):**
- Vanity tops to be white, cultured marble or Corian with integrated sink and overflow protection. The top must have a 4” back and side splash.
- ***SITE SPECIFIC CONDITIONS:***

**07. Thermal & Moisture Protection:****Insulation:**

- Ceiling insulation is to be R38, blown or batts.
- Exterior wall insulation will conform to current FBC requirements. Minimum insulation is Fi-Foil R4.1 installed over ¾” furring strips attached to the exterior block wall.
- Penetrations in top plate of interior frame walls or penetrations through the exterior wall will be sealed with expanding foam.

**Roofing:**

- Roof will consist of thirty-year architectural mildew / algae resistant asphalt shingles and will comply with all current FBC requirements. Color selected from a minimum of 4 sample selections supplied by Contractor. White is not an option.
- Shingle underlayment will comply with current FBC requirements.

- All drip edges to be installed with ring shank galvanized nails
- Shingles will be properly flashed at valley locations and where the roof terminates at a wall. Install “kick out” flashing at the bottom of the roof slope to prevent water intrusion where it terminates at a plumb high wall or beam.
- Contractor responsible for proper roof ventilation. Off ridge vents must comply with attic ventilation requirements of current FBC. Proper attic ventilation will require vented soffit to be installed at the eaves. Contractor will also be responsible for installing goose neck exhaust vent caps, flashing on the weather head, and plumbing vent stack boots.
- **Soffit and Fascia:** Provide and install white aluminum fascia and vented soffit on all overhangs. Fascia will be 6”. A 1 x 2 off set strip will **not** be installed at the top of the sub-fascia so the new aluminum fascia installs flush behind the drip edge.

#### **Caulking:**

- Exterior:
  - Caulk all windows and doors to stucco or siding to prevent intrusion.
  - Caulk all exterior receptacles and AC disconnect boxes to prevent intrusion.
  - Caulk low volt stub outs on exterior
  - Caulk around meter can and / or disconnect box to prevent intrusion.
- Interior:
  - Caulk all windowsills
  - Caulk casing and baseboards. Baseboards to be caulked to floor tile to eliminate gap.
  - Caulk all penetrations: Whip to hot water tank, plumbing stub outs in cabinets or through drywall.
  - Kitchen countertop back splash will be caulked to drywall. Joint between countertop and backsplash will also be caulked.
  - Vanity tops will be caulked at backsplash and drywall. The joint between top and backsplash will also be caulked.
  - Caulk around all shower valve trim kits
  - Caulk around all acrylic tubs and showers (caulk to drywall)
- ***SITE SPECIFIC CONDITIONS:***

### **08. Doors and Windows:**

#### **Exterior Doors:**

- Exterior hinge door (front door) will be a six panel, fiberglass clad, pre-hung, inswing door. Door will NOT have a glass insert. The door will have a handle set and deadbolt. Handle set, dead bolt and hinges shall be brushed nickel.
- Front entry door will have a “wide angle” peephole installed.

- Sliding glass door panels will be energy efficient, insulated, Low-E. If sliding glass door is not available in vinyl clad material, aluminum will be acceptable (Sliding door only).
- ***SITE SPECIFIC CONDITIONS: (Doors)***

**Windows:**

- Windows will be white vinyl clad single hung windows. All windows will be one over one (no muntins). Glass will be Low-E insulated. The windows will be required to meet all current code regarding egress and hurricane design pressure. Locks should be easily accessible.
- Windows and sliding door to be installed using manufacturers installation specifications and Florida Product Approval detail.
- Each bedroom shall have a minimum of one window that meets egress requirements.
- Bathroom window shall be obscure/tempered glass.
- Each window will have a sill installed. PVC “faux wood” with apron is preferred. (Marble or Corian are also acceptable.)
- ***SITE SPECIFIC CONDITIONS: (Windows)***

**09. Finishes:**

**Drywall:**

- Drywall (1/2”) hung on walls and ceilings and finished. Knockdown ceilings with light orange peel texture on the walls.
- Front porch ceiling hung with 1/2” anti-sag exterior soffit board drywall, finished with knocked down texture.

**Tile:**

- All floor surfaces under air, including bathrooms and closets, shall have porcelain or ceramic floor tile, size shall be minimum 18” x 18”. Contractor to prepare floor to insure a level professional finish.
- Contractor to install anti-crack membrane or liquid crack isolation membrane before installation of floor tile.
- Homeowner to select floor tile from a minimum of 4 samples.
- On layout, center floor tile field in both directions. Adjust layout to avoid pieces less than half the size of the tile supplied. Provide straight cuts which run parallel with adjacent walls or cabinets; no diagonal lay. Grout joints will be uniform in width (1/4” maximum). Extend tile under cabinets, dishwasher location, range and hot water tank to form a complete covering without interruption. Upon completion of work, clean tile and remove all grout residue and debris. Protect tile after cleaning with paper or cardboard to prevent damage.

**Carpet:**

- Carpet will not be installed unless specified in “Site Specific Conditions” below.

**Paint (exterior):**

- Paint shall not be applied without a through preparation of all surfaces (caulking)
- Stucco walls must be properly cured (pH below 10) before paint will be applied.
- Stucco to be primed with Loxon Masonry Primer (Sherwin Williams) or equal before final paint is applied.
- Stucco to receive two coats of final paint by airless spray and a wet back roll.
- Exterior paint to be Sherwin Williams A-100 or equal
- Front Porch will receive an acrylic knock down texture
- Front porch ceiling same color as exterior body.
- New wood and / or siding will be primed with two applications of topcoat.
- All final paint to be free of runs, sags or other defects such as brush and roller marks.
- Owner to select final body, trim, and door colors from a minimum of 4 samples (each).

**Paint (interior):**

- Paint shall not be applied until all surface prep is complete (caulking)
- Interior wall paint to be Sherwin Williams ProMar 200 or equal. Apply 2 coats of wall paint. Spray and back roll is an acceptable method.
- Interior trim to be semi-gloss white. Sherwin Williams ProMar 200 or equal. Trim to have two applications. Primer with topcoat is acceptable.
- Ceilings to receive two coats of white flat paint.
- Closet interiors same as wall color.
- Kitchen and bath walls to be eggshell or semi-gloss.
- Homeowner to select interior wall color from a minimum of 6 samples.
- ***SITE SPECIFIC CONDITIONS: (Finishes)***

**10. Specialties:****Shelving:**

- Bedroom closets to have 12” wire shelving with free slide for hangers. Shelving to be installed with one run on each exposed wall in each closet.
- Linen closets to have 4 – 16” tight mesh shelves.
- Utility room (if applicable) to have one 12” tight mesh shelf installed over washer and dryer. Approximate length is 64”.

**Medicine Cabinets:**

- Install one medicine cabinet at the side wall adjacent to the vanity in each bathroom. Opening size is 14" x 18". Bottom of rough opening is 54" up from finish floor. Medicine cabinet door to be beveled glass.

**Mirrors:**

- Install a mirror over each vanity. Width 2" shorter than vanity top width. Height to be 42"

**Towel bars and TP holders:**

- Install one towel bar and one toilet paper holder in each bathroom. Color to be brushed nickel.

**Window blinds:**

- All windows to receive horizontal blinds, minimum 1" slats, and be white.
- Sliding glass door to receive vertical blinds. Color white.
- Installation method shall be "inside" mount.

**Accessibility Ramps:**

- If a specialty accessibility ramp is required, it will be described in "Site Specific" below.
- ***SITE SPECIFIC CONDITIONS: (Specialties)***

**11. Equipment:****Kitchen:**

- Provide the following: Energy Efficient 30" freestanding electric range with a minimum of 4 burners, Over the Range Microwave with recirculating vent, Dishwasher, minimum 18 CF refrigerator with ice maker (hinge on the correct side to allow proper access from prep area). Ice maker supply tube will be installed to the wall valve. Supply 1/3 horsepower Insinkerator (or equal) disposal. Appliances to be from the same manufacturer. Approved appliances to be GE or Whirlpool, or like quality.

**Garage:**

- Attached one car garage, approximately 250 sq ft with an 8 ft. garage door and entry door leading to the interior of the house.
- Interior finish of the garage will be struck block, knocked down painted ceiling and orange peel texture on the frame / drywall walls. Painted.
- Garage to have a garage door with opener.
- Garage to have a garage door pre-wired. This will include one receptacle in the ceiling, for the motor with low volt wires run to each side of the

door opening for sensors and one wire at the entrance door for the door button that terminate at the future motor location at the ceiling.

- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- Install a 48-inch wrap around ceiling LED light fixture over the laundry location.
- One extra wall receptacle for general use in garage area.
- Install one 1 ¾” exterior solid core hinge door from the garage to the living area. Must have weather strip and 20-minute fire rating. Include lever handle lock set.
- Provide Energy Efficient washer (minimum 7 CF) and dryer (minimum 4.2 CF) shall be same manufacturer (GE or Whirlpool), white. Supply Gas 40-gallon water heater. New water heater to have a five (5) year minimum limited warranty from the manufacturer. Approved appliances to be GE or Whirlpool, or like quality.
- **Laundry location (check one): Garage \_\_\_ OR Utility Room \_\_\_**
  - **If Garage Laundry option is checked:** Garage is to include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler. *(Located to the rear of Garage). HVAC can also be placed in a dedicated closet inside the home.*
  - Install a 64” wire shelf (12” depth) over washer / dryer location.
  - **If Utility Room Laundry is checked:** Utility Room shall include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler *(HVAC can also be placed in a dedicated closet inside the home).*
  - ***SITE SPECIFIC CONDITIONS: (Equipment)***

## 12. MECHANICAL:

### Water Service, Sewer, Septic:

- Water service is supplied by **City of Sanford.** \_Connect water service (meter) to new residence. Include ¾” PVC line and shut off valve where line enters home at the side of building. All plumbing trenches for supply and drain lines to be properly filled and compacted to grade before sod is installed.
- Shut-off valve to be ball type lever handle, gate valve will not be accepted.
- Sewer service is supplied by **City of Sanford.** Connect drain line to sewer tap.
- Sewer, water, septic or well locations, if known, will be indicated in “Site Specific Conditions” below.
- Contractor to be responsible for relocation of meter and piping if a move is necessary.

### Plumbing:

- The following components shall be provided: Domestic hot and cold water lines, water heater (see requirements below), drainpipes and vents,

AC chase pipe between air handler and condenser location, washer supply valves with valve box, and an ice maker line with recess box and valve located in kitchen.

- Provide two exterior hose bibs with vacuum breakers. One at front side and one at rear on opposite side.
- PEX or CPVC is the approved pipe for supply lines. PVC for drain lines.
- Kitchen sink is Stainless Steel 50/50 minimum of 8" depth.
- Disposal will be 1/3 HP Insinkerator (or equal).
- Energy Efficient water heater (Section .11).
- Faucets and valves will be "low flow" single lever Moen, Delta (or equal) and meet accessibility requirements. Kitchen sink will have a spray nozzle.
- All faucets and valves will be brushed nickel.
- All plumbing trim will be brushed nickel finish.
- All bath shower / tub units will be white.
- Anti-scald valves at showers and tubs.
- Hall bathroom to have a sixty-inch (60") bathtub.
- Master bathroom to have a finished (30" x 60") shower stall.
- Shower and bathtub stall walls to be covered with 1/2" cementitious board, taped and finished to receive tile. Remaining walls and ceilings to be covered with half inch (1/2") green-board, taped and finished to receive paint.
- Tile to be installed from floor to ceiling in shower stall area and from top of bathtub to ceiling in bathtub stall. All outside termination points to be finished with Schluter style metal trim.
- Both showers to be supplied with standard tension rod and white curtain.
- ADA toilet in both baths with 1.28 GPF, elongated, white.
- Install escutcheon plates on all pipe protruding from cabinet back or from the wall (at hot water tank)
- ***SITE SPECIFIC CONDITIONS: Install grab bars in Master bathroom in toilet and shower locations.***

#### HVAC:

- Provide and install new split system HVAC. New components to have a minimum **15.0 SEER** rating. Rheem, Carrier or Trane are the approved manufacturers. Unit must contain a properly sized heat strip.
- Unit must filter at one location; multiple filter locations will not be accepted unless specified by permitting jurisdiction. Provide one filter back grill. **Contractor to provide 12-month supply of appropriately sized single-use filters at completion of project.**
- Provide drops in the following: one in each bedroom, one in each bathroom, one in living room, one in dining room, one in kitchen and one in the utility room (if applicable).
- Provide passive returns in the ceiling. Ceiling jumpers are the approved method (stamped grills installed in walls above the doors will NOT be accepted).

- Provide a new formed and poured in place (concrete) or approved pre-cast (concrete) base for the condenser. Location will be in the rear of home unless mitigating circumstances prevent.
- Provide condensate drain line.
- Provide and install a prefab security steel cage for the condensing unit to prevent theft. Cage should cover all sides of the unit. Include locks and keys for the cage. Cage must be secured to the concrete pad.
- Provide and install ceiling mounted exhaust fans in both bathrooms with a minimum 50 CFM that exhaust through the roof. Provide vent caps with bug / bird screens.
- Provide and install a dryer vent in utility room (if applicable). Dryer vent is always on the right side. Roof cap should not have a bird or bug screen to prevent lint back up.
- *HVAC can also be placed in a dedicated closet inside the home.*
- ***HVAC CANNOT BE INSTALLED IN ATTIC SPACE***
- ***SITE SPECIFIC CONDITIONS: (Mechanical)***
- ***This house will be on a sewer system.***

### 13. Electrical:

#### Low Voltage:

- Install two TV pre-wires: One in living room and one in master bedroom.
- Install one phone jack (pre-wire) in the Kitchen.
- Stub-out for low voltage near the power meter can.

#### High Voltage:

##### EXTERIOR:

- Install a temporary power pole for use during construction.
- Provide a complete electric system for a new residence that will comply with all requirements and codes in the State of Florida.
- Provide and install a 150-amp service with disconnect and meter can on the exterior.
- Provide one weatherproof receptacle on front porch, one on the back patio and one adjacent to the HVAC condenser
- Provide one exterior, wall mount, energy efficient light fixture adjacent to front and rear doors. Lights will be on separate switches. Bulbs will be LED.
- Provide and install two, white, double LED security lights. They will be permanently mounted on the underside of the soffit at a front “outside” corner location and an opposite rear “outside” corner location so lights can be directed to all four sides of home. Security fixtures need to be on a motion detector AND a switch to be installed, on the interior, next to front and rear door
- Provide intersystem terminal block on the system ground.
- Install properly sized home run to condenser with disconnect box.

- If necessary, Install circuit to septic alarm location. See “Site Specific Conditions” below.

**INTERIOR:**

- Provide and install breaker panel in the Utility Room (if applicable). Panel should have a minimum of 4 spare breaker locations for future expansion. Provide a written breaker directory and attach to the back of the panel door for reference.
- Receptacles per code. Arc-fault and GFI where required. All to be tamper resistant (child proof).
- Install whips and switches for bath exhaust fans.
- Smoke / carbon monoxide detectors per code requirements.
- Include the following interior Energy Efficient light fixtures:
  - Hallway and / or Foyer: One flush mount ½ dome glass fixture with two LED bulbs
  - Utility Room (if applicable): One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
  - Kitchen: One ceiling mount, 4’ “wrap around”, LED or Energy Efficient florescent fixture.
  - Dining Room: One chandelier fixture. LED bulbs. Energy efficient.
  - Bathrooms: One wall mounted vanity fixture centered over sink and mirror. LED bulbs for energy efficiency.
  - Bathroom shower / tub locations: Install one recessed ceiling shower light over Master Bath shower and Hall Bathtub. Bulbs shall be LED. Each recess can light on a separate switch.
- Include ceiling fan / light combos for the following rooms: Living Room, All bedrooms. Include two switches for each fan: one for fan, one for light kit. Fans and light kits must be energy efficient with LED bulbs.
- Provide dedicated circuits for dishwasher, Microwave, Range, Air Handler and Condenser. Provide circuit and back splash located switch for disposal. Provide circuits for refrigerator, dryer, and washer. Circuit to water heater.
- Provide power to bath ventilation fans with separate switch.
- ***SITE SPECIFIC CONDITIONS: (Electric)***
  - ***Electrical service provided by FPL***

**Prices shall be inclusive of all labor, materials, equipment and profit.**

**Contractor acknowledges addenda # \_\_\_\_\_ through # \_\_\_\_\_**

**Company Name and Signature: \_\_\_\_\_**

**Print name of person signing this scope: \_\_\_\_\_**

**Title of person signing this scope: \_\_\_\_\_**



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0667**

**Title:**

Approve the Final Plat for the Cameron Preserve (fka Celery-Cameron) Subdivision containing eighty-two (82) lots on 34.21 acres zoned PD (Planned Development), located on the south side of Celery Avenue, west of Cameron Avenue; (Stephen McConn, Applicant) District5 - Herr (**Rebecca Hammock, Development Services Director**)

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock, Development Services Director

**Contact/Phone Number:**

Annie Sillaway/407-665-7936

**Background:**

In accordance with Section 35.152 pursuant to the previous Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Cameron Preserve (fka Celery-Cameron) Subdivision. The plat contains eighty-two (82) lots as part of the first phase of the development on 34.21 acres; subsequent phases will be platted at a later time. The subject site has a Low Density Residential Future Land Use designation and a PD (Planned Development) zoning classification with a minimum lot size 5,500 square feet and a maximum density of 3.64 dwelling units per net buildable acre.

On April 12, 2022, a Small Scale Future Land Use Amendment to Low Density Residential and Rezone to PD (Planned Development) for the subject property was approved by the Board of County Commissioners.

Districts 1, 2, 3, 4, 5 voted AYE.

The development will be served by City of Sanford Utilities for water and sewer. All internal roads will be privately owned and maintained by the homeowner’s association.

The Applicant has provided an avigation easement since the proposed, development is within the Orlando Sanford International Avigation Easement Area and Noise Contours.

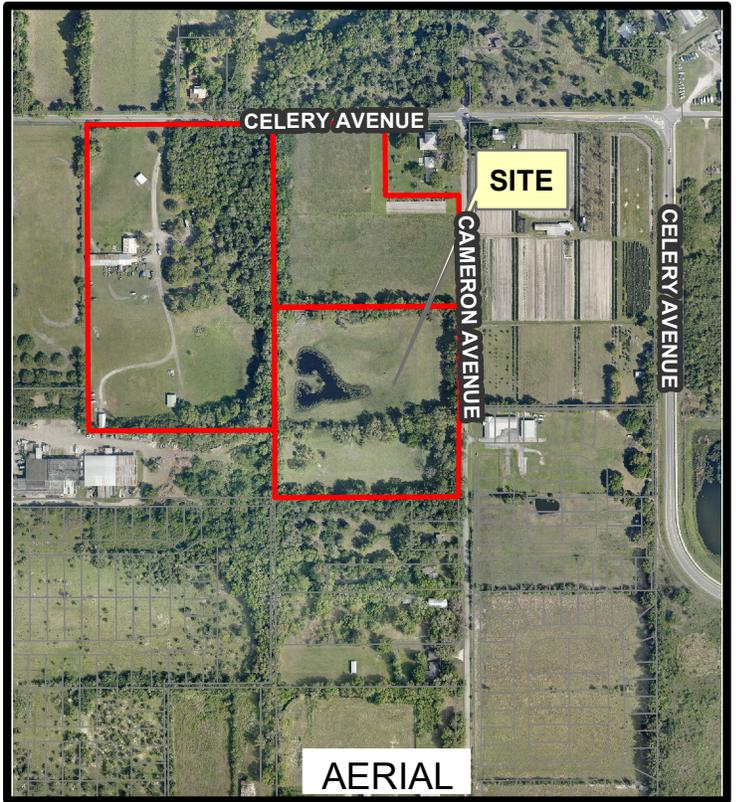
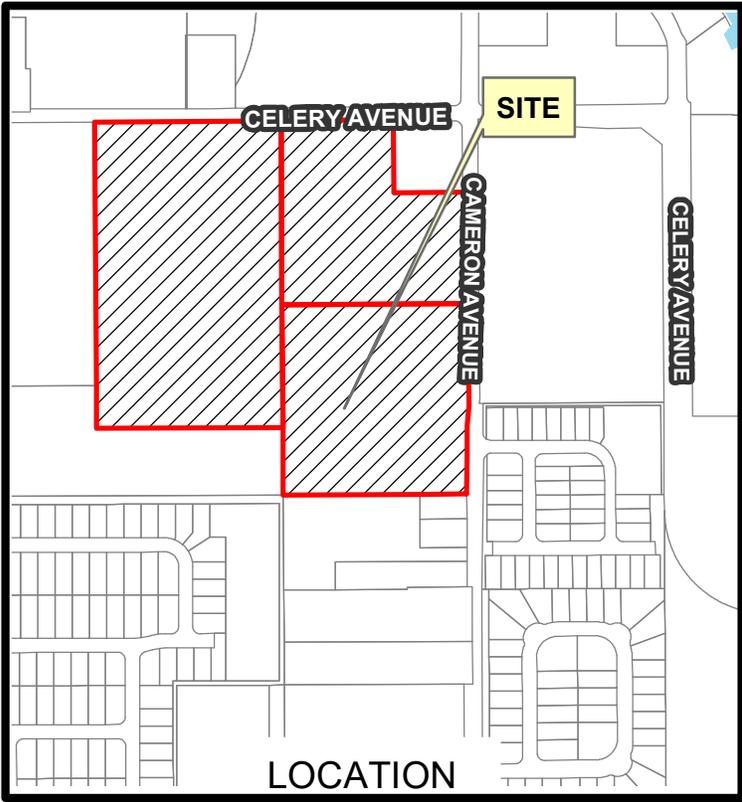
The Applicant has provided a performance bond to ensure the completion of the subdivision improvements.

In accordance with Section 35.13 of the Seminole County Land Development Code (SCLDC) October 5, 2022, the County's Planning and Zoning Commission reviewed and approved the Preliminary Subdivision Plan. The Final Engineering Plans were submitted in accordance with Sec. 35.44 of the SCLDC and were approved on May 16, 2023.

The plat meets all conditions stated in Development Order # 21-20500032, Developer's Commitment Agreement #22-20500024 and all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

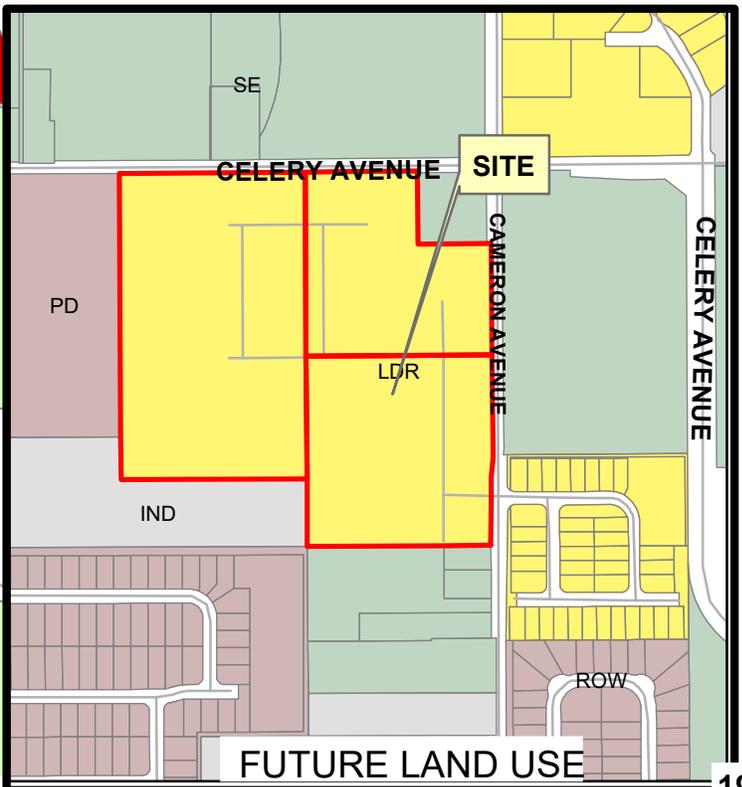
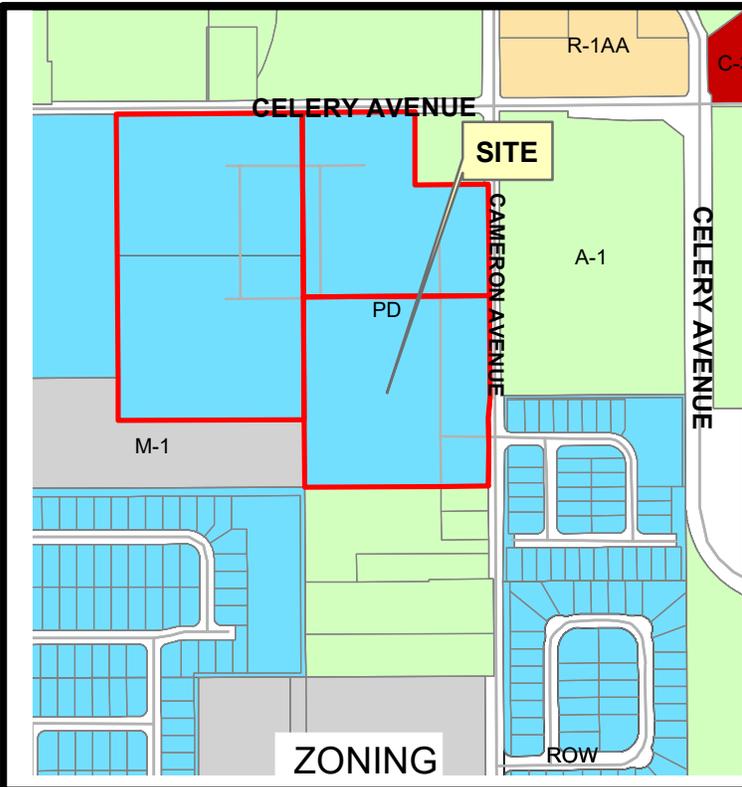
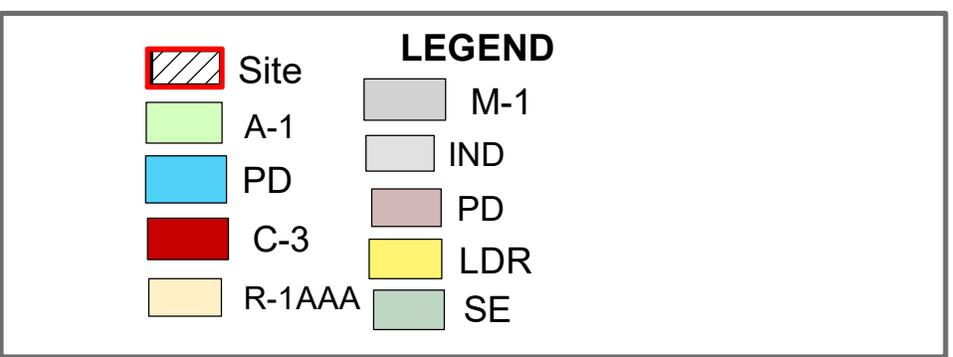
**Requested Action:**

Staff requests the Board approve the Final Plat for the Cameron Preserve (fka Celery-Cameron) Subdivision containing eighty-two (82) lots on 34.21 acres zoned PD (Planned Development), located on the south side of Celery Avenue, west of Cameron Avenue.



**CAMERON PRESERVE FINAL PLAT**

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JUNE 11, 2024**



# CAMERON PRESERVE

SHEET 1 OF 9

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

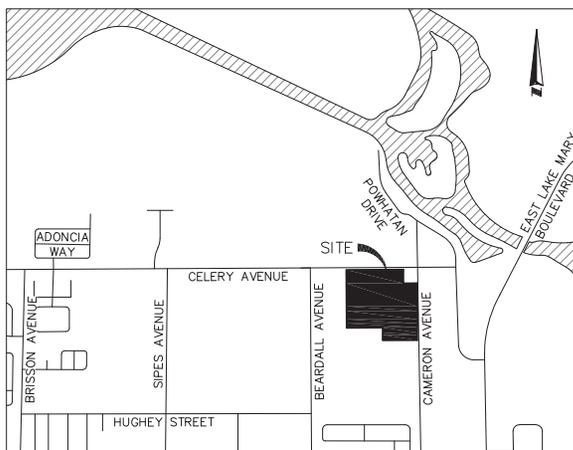
A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A TRACT OF LAND LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

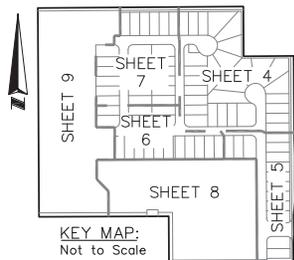
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE RUN SOUTH 89°35'39" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 939.56 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°24'21" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CELERY AVENUE ACCORDING TO SEMINOLE COUNTY ENGINEERING DEPARTMENT MAP NUMBER 77050, ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°21'05" EAST ALONG THE WEST LINE OF THE EAST 275.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 255.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 275.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89°35'39" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 256.45 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CAMERON AVENUE ACCORDING TO SEMINOLE COUNTY MAP BOOK 6, PAGES 191 THROUGH 193 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE: SOUTH 00°25'36" EAST FOR A DISTANCE OF 427.83 FEET; THENCE RUN SOUTH 01°55'08" EAST FOR A DISTANCE OF 84.26 FEET; THENCE RUN SOUTH 00°09'54" WEST FOR A DISTANCE OF 155.30 FEET; THENCE RUN SOUTH 00°39'57" EAST FOR A DISTANCE OF 76.20 FEET; THENCE RUN SOUTH 05°00'06" WEST FOR A DISTANCE OF 71.77 FEET; THENCE RUN SOUTH 00°51'30" EAST FOR A DISTANCE OF 98.77 FEET; THENCE RUN SOUTH 03°31'27" WEST FOR A DISTANCE OF 42.13 FEET; THENCE RUN SOUTH 00°11'37" EAST FOR A DISTANCE OF 97.61 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 89°44'27" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 638.87 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°21'16" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 235.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 235.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°44'27" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 664.48 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 00°21'27" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1070.10 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY LINE OF CELERY AVENUE; THENCE RUN NORTH 89°35'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1054.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.21 ACRES MORE OR LESS



VICINITY MAP:

SCALE 1" = 1500'



KEY MAP:  
Not to Scale

**SHEET INDEX**  
SHEET 1 OF 9 - LEGAL DESCRIPTION & DEDICATION  
SHEET 2 OF 9 - NOTES AND LEGEND  
SHEET 3 OF 9 - BOUNDARY GEOMETRY  
SHEETS 4-9 OF 9 - LOT AND TRACT GEOMETRY

**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  
GRANT MALOY CLERK OF THE BOARD

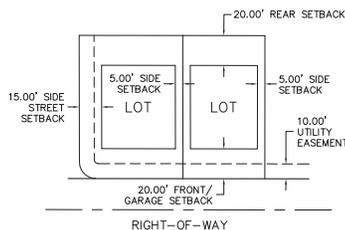
**QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER**

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON JULY 20, 2023, I 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; THAT 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 DATE:  
REGISTRATION NUMBER: 5633  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NUMBER OF LEGAL ENTITY: 6723  
ALLEN & COMPANY, INC.  
16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION 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.



TYPICAL LOT SETBACKS

**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, PSM 7015,  
SEMINOLE COUNTY SURVEYOR

**CAMERON PRESERVE  
DEDICATION**

THIS IS TO CERTIFY THAT KB HOME ORLANDO, LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREAFTER REFERRED TO AS "OWNER" IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, AND THAT HAS CAUSED THE SAME TO BE SURVEYED, AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. THE OWNER HEREBY DEDICATES SAID LANDS AND THE PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED;

TRACT FD (FUTURE DEVELOPMENT), TO BE OWNED AND MAINTAINED BY THE OWNER, THEIR SUCCESSORS AND/OR ASSIGNS.

TRACTS RD1 AND RD2 (R/W DEDICATION) ARE DEDICATED TO SEMINOLE COUNTY FOR THE PERPETUAL USE OF THE PUBLIC.

TRACT A (PRIVATE R/W), TRACTS LB1 AND LB2 (LANDSCAPE BUFFER), TRACT PD1 (RETENTION POND/OPEN SPACE), TRACT TS1 (TREE SAVE), TRACTS OS1 AND OS2 (OPEN SPACE) ARE TO BE OWNED AND MAINTAINED BY THE CAMERON PRESERVE HOMEOWNERS ASSOCIATION OF SEMINOLE, INC., (THE "ASSOCIATION"), A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, AND PASSAGE OVER AND UPON SUCH ROADS AND THEIR ASSOCIATED SIDEWALKS ARE GRANTED BY THIS PLAT TO THE OWNERS OF ALL LOTS SHOWN HEREON AND THEIR RESPECTIVE TENANTS, GUEST 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 HEREBY DEDICATES TO THE ASSOCIATION ALL EASEMENTS SHOWN HEREON, OTHER THAN UTILITY EASEMENTS, SHALL RUN ONLY IN FAVOR OF THE ASSOCIATION AND ALL PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN HEREON AND THEIR RESPECTIVE TENANTS, GUEST AND INVITEES.

DRAINAGE EASEMENTS DEPICTED HEREON ARE DEDICATED TO AND OWNED AND MAINTAINED BY THE ASSOCIATION, AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM, AS DEFINED IN THE DECLARATION, INCLUDING, WITHOUT LIMITATION, OVER ALL DRAINAGE EASEMENTS, DRAINAGE AND UTILITY EASEMENTS; TRACT A (PRIVATE R/W), AND TRACT PD1 (RETENTION POND/OPEN SPACE) SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE; THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE STORMWATER MANAGEMENT SYSTEM.

IN WITNESS WHEREOF, THE UNDERSIGNED KB HOME ORLANDO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

By: KB HOME ORLANDO, LLC  
A DELAWARE LIMITED LIABILITY COMPANY.

BY: \_\_\_\_\_  
PRINTED NAME: Stephen McConn  
TITLE: Vice President, Land Development

SIGNED AND SEALED IN THE PRESENCE OF:  
SIGNATURE OF WITNESS: \_\_\_\_\_  
PRINTED NAME OF WITNESS: \_\_\_\_\_  
SIGNATURE OF WITNESS: \_\_\_\_\_  
PRINTED NAME OF WITNESS: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED, BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 by Stephen McConn, Vice President, Land Development of KB HOME ORLANDO, LLC, WHO IS ( ) PERSONALLY KNOWN TO ME OR ( ) PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF CLERK OF CIRCUIT COURT**

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON \_\_\_\_\_ FILE NO. \_\_\_\_\_

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
CLERK OF THE CIRCUIT COURT, GRANT MALOY  
IN AND FOR SEMINOLE COUNTY, FLORIDA.

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# CAMERON PRESERVE

SHEET 2 OF 9

PLAT BOOK \_\_\_\_ PAGE \_\_\_\_

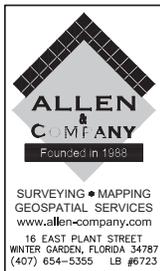
A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA

**SURVEYOR'S NOTES:**

1. ALL LOT LINES INTERSECTING CURVES ARE NON-RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (NR).
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 30 EAST, AS BEING SOUTH 89°35'39" WEST.
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, 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.
4. THE UTILITY EASEMENTS DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO THE CAMERON PRESERVE HOMEOWNERS ASSOCIATION OF SEMINOLE, INC. (THE "ASSOCIATION"), 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 CABLE LINES.
5. THE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO AND MAINTAINED BY THE ASSOCIATION. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORM-WATER 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 LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORM-WATER SYSTEM.
6. PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
7. 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.
8. 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.
9. THE PLAT AND THE LANDS SHOWN HEREIN ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMERON PRESERVE (THE "DECLARATION") AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ANY SUPPLEMENTS AND/OR AMENDMENTS THERETO. ALL PERSONS HAVING ANY INTEREST IN THE LANDS DESCRIBED IN THIS PLAT SHALL BE SUBJECT TO THE DECLARATION OF THE ASSOCIATION.
10. A FIVE (5.00) FOOT WIDE DRAINAGE EASEMENT ON ALL SIDE PROPERTY LINES IS HEREBY DEDICATED TO THE ASSOCIATION. POOL EQUIPMENT, WATER SOFTENERS, AND SIMILAR FACILITIES SHALL NOT BE PERMITTED WITHIN THREE (3.00) FEET OF THE SIDE PROPERTY LINES. AIR CONDITIONER UNITS SHALL NOT BE WITHIN (3.00) FEET OF THE SIDE PROPERTY LINE UNLESS ELEVATED AND MOUNTED TO THE STRUCTURE IN A MANNER NOT OBSTRUCTING SIDE YARD PASSAGE OR THE FUNCTION AND MAINTENANCE OF THE DRAINAGE EASEMENT.
11. THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATES NORTH AMERICAN DATUM OF 1983 (NAD-83-2011, EAST ZONE, U.S. FOOT.)
12. TRACTS LB1 AND LB2 (LANDSCAPE BUFFER) SHALL BE OWNED BY THE "ASSOCIATION" AND MAINTAINED ACCORDING TO THE DECLARATION.
13. TRACT TS1 (TREE SAVE) SHALL BE OWNED BY THE "ASSOCIATION" AND MAINTAINED ACCORDING TO THE DECLARATION.
14. TRACT A (PRIVATE R/W) SHALL BE OWNED BY THE "ASSOCIATION" AND MAINTAINED ACCORDING TO THE DECLARATION.
15. TRACTS OS1 AND OS2 (OPEN SPACE) SHALL BE OWNED BY THE "ASSOCIATION" AND MAINTAINED ACCORDING TO THE DECLARATION.
16. TRACT PD1 (RETENTION POND/OPEN SPACE) SHALL BE OWNED BY THE "ASSOCIATION" AND MAINTAINED ACCORDING TO THE DECLARATION.
17. TRACT FD (FUTURE DEVELOPMENT) SHALL BE OWNED AND MAINTAINED BY KB HOME ORLANDO, LLC ITS SUCCESSORS AND/OR ASSIGNS.
18. TRACTS RD1 AND RD2 (R/W DEDICATION) SHALL BE OWNED AND MAINTAINED BY SEMINOLE COUNTY, FLORIDA.
19. TRACT LS1 (LIFT STATION) IS TO BE OWNED AND MAINTAINED BY THE CITY OF SANFORD, FLORIDA AND WILL BE CONVEYED VIA SEPARATE INSTRUMENT.
20. THIS PROPERTY IS LOCATED IN PROXIMITY TO AN AIRPORT NOISE ZONE. THE LOTS DELINEATED ON THIS PLAT ARE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE.
21. SUBJECT PROPERTY SHOWN HEREON IS IN ZONE "X", ACCORDING TO FLOOD INSURANCE RATE MAP PANEL NUMBER 12117C0090F, MAP REVISED 9/28/2007.

**SYMBOL AND ABBREVIATION LEGEND:**

☉	CENTER LINE	⊕	DENOTES POINT NUMBER FOR STATE PLANE COORDINATES
U.E.	UTILITY EASEMENT	CCR	CERTIFIED CORNER RECORD RECOVERED MONUMENT (SEE DRAWING FOR DESCRIPTION)
D.E.	DRAINAGE EASEMENT	■	SET 4"x4" CONCRETE MONUMENT LB #6723 PERMANENT REFERENCE MONUMENT (PRM)
PI	POINT OF INTERSECTION	●	SET NAIL & DISK LB #6723 PERMANENT CONTROL POINT (PCP)
RP	RADIUS POINT	○	FOUND MONUMENT (SEE DRAWING)
R	RADIUS	▨	DRAINAGE AND UTILITY EASEMENT (D.U.E.)
R/W	RIGHT-OF-WAY		
(OA)	OVERALL LENGTH		
(NR)	NON-RADIAL		
D.U.E.	DRAINAGE AND UTILITY EASEMENT		
PSM	PROFESSIONAL SURVEYOR AND MAPPER		
LB	LICENSED BUSINESS		



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SHEET 2 OF 9 – NOTES AND LEGEND  
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SHEETS 4-9 OF 9 – LOT AND TRACT GEOMETRY

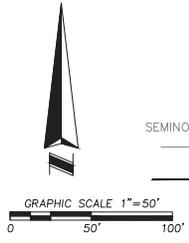


# CAMERON PRESERVE

SHEET 4 OF 9

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA



CELERY AVENUE (PAVED ROAD)  
SEMINOLE COUNTY ENGINEERING DEPARTMENT  
MAP 72050  
RIGHT-OF-WAY WIDTH VARIES  
N 89°35'45" E

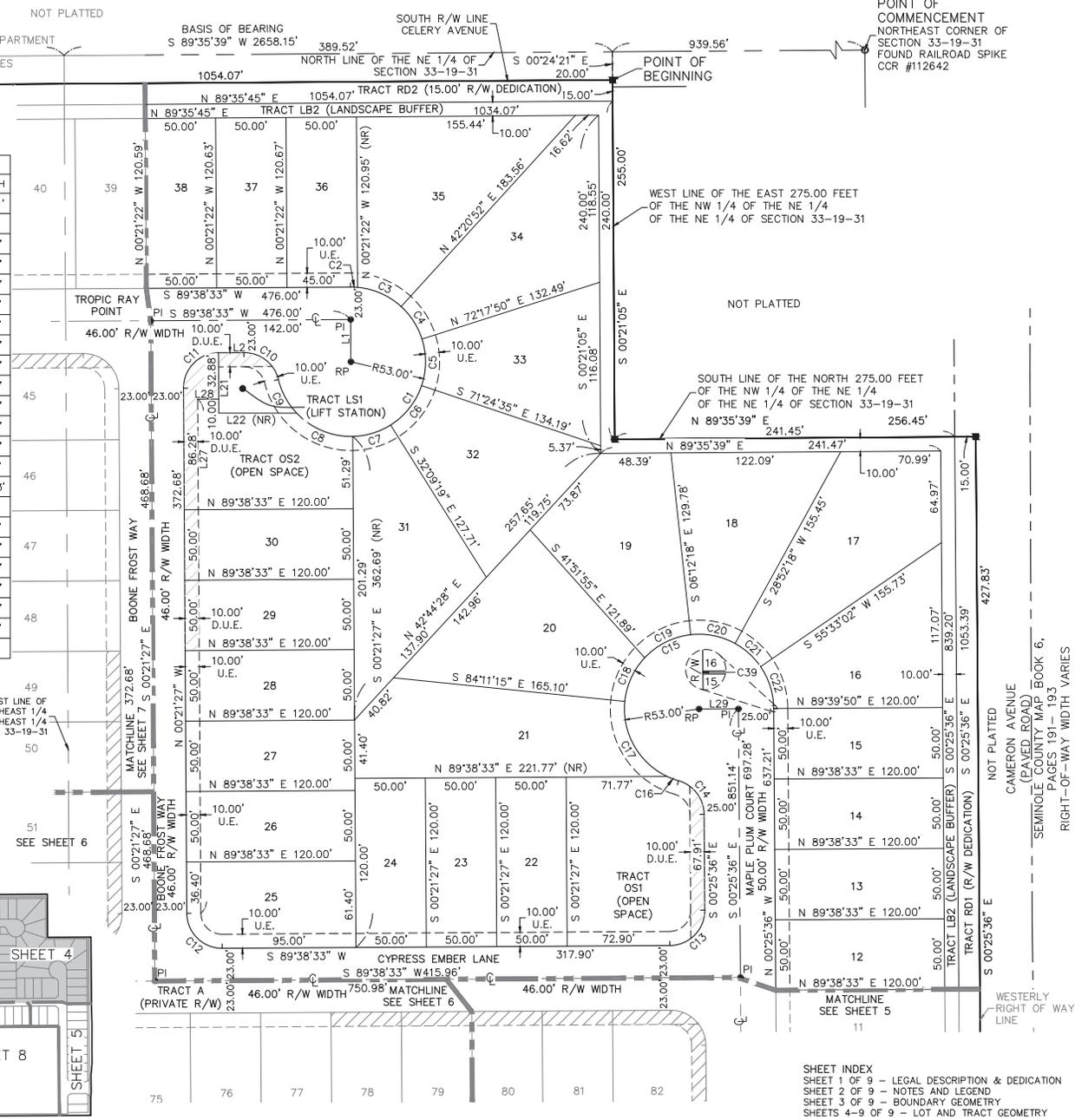
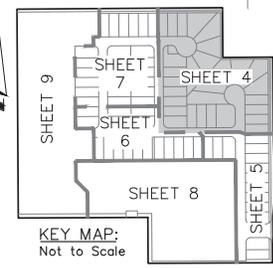
NOT PLATTED  
BASIS OF BEARING  
S 89°35'39" W 2658.15'

SOUTH R/W LINE  
CELERY AVENUE

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF  
SECTION 33-19-31  
FOUND RAILROAD SPIKE  
CCR #112642

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C1	53.00'	N37°58'17"E	83.15'	256°39'27"
C2	53.00'	N87°39'03"W	5.01'	005°24'48"
C3	53.00'	N66°17'53"W	33.89'	037°17'31"
C4	53.00'	N32°40'39"W	27.39'	029°56'58"
C5	53.00'	N00°26'38"E	33.01'	036°17'35"
C6	53.00'	N38°13'03"E	35.61'	039°15'16"
C7	53.00'	N73°12'11"E	28.07'	030°43'01"
C8	53.00'	S67°27'37"E	43.08'	047°57'23"
C9	53.00'	S28°35'28"E	27.24'	029°46'57"
C10	25.00'	S52°01'43"E	31.01'	076°39'27"
C11	25.00'	N44°38'33"E	35.36'	090°00'00"
C12	25.00'	N45°21'27"W	35.36'	090°00'00"
C13	25.00'	S44°36'29"W	35.38'	090°04'09"
C14	25.00'	S37°14'07"E	29.96'	073°37'02"
C15	53.00'	S52°50'02"W	84.79'	253°45'20"
C16	53.00'	S69°21'52"E	8.65'	009°21'30"
C17	53.00'	S29°26'11"E	61.18'	070°29'52"
C18	53.00'	S24°31'34"W	34.01'	037°25'37"
C19	53.00'	S63°15'19"W	36.28'	040°01'55"
C20	53.00'	N78°55'43"W	32.40'	035°36'01"
C21	53.00'	N47°47'20"W	24.46'	026°40'45"
C22	53.37'	N17°23'33"W	31.09'	033°52'07"
C39	53.37'	N00°26'04"W	0.04'	000°02'52"

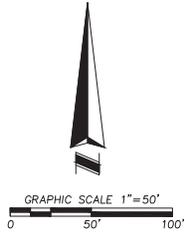
LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'27"W	30.00'
L2	N89°38'33"E	18.11'
L21	S00°21'27"E	42.88'
L22	S89°59'46"E	55.32'
L27	N00°21'27"W	364.89'
L28	S89°59'52"E	15.00'
L29	N89°39'50"E	28.00'



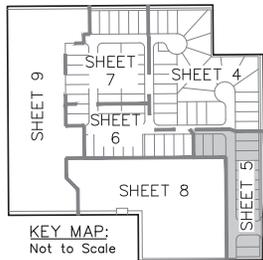
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SHEETS 4-9 OF 9 - LOT AND TRACT GEOMETRY

# CAMERON PRESERVE

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA



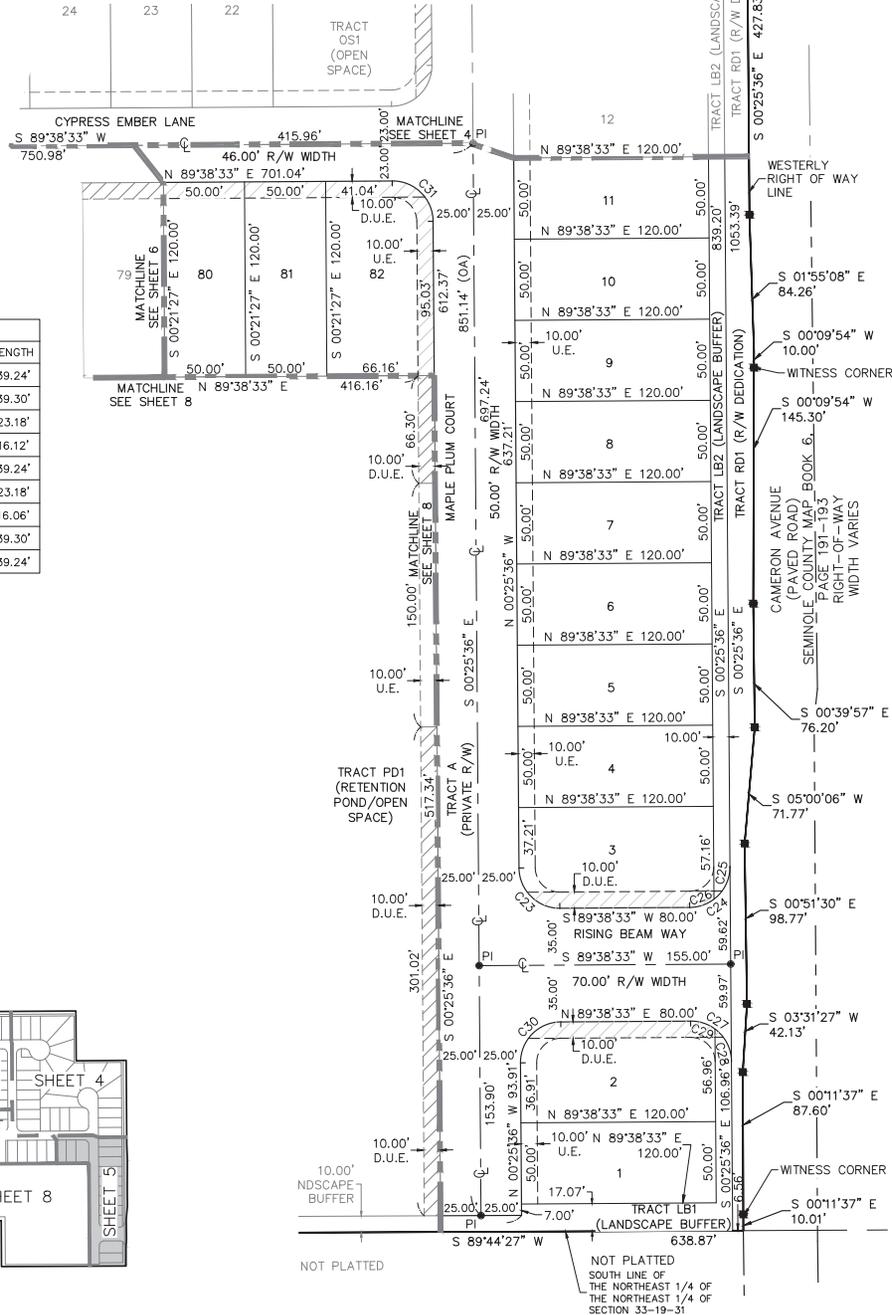
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C23	25.00'	N45°23'31"W	35.33'	089°55'51"	39.24'
C24	25.00'	S44°36'29"W	35.38'	090°04'09"	39.30'
C25	25.00'	S26°08'18"W	22.36'	053°07'48"	23.18'
C26	25.00'	S71°10'23"W	15.84'	036°56'21"	16.12'
C27	25.00'	S45°23'33"E	35.33'	089°55'48"	39.24'
C28	25.00'	S26°59'31"E	22.36'	053°07'46"	23.18'
C29	25.00'	S71°57'25"E	15.78'	036°48'03"	16.06'
C30	25.00'	N44°36'29"E	35.38'	090°04'09"	39.30'
C31	25.00'	S45°23'31"E	35.33'	089°55'51"	39.24'



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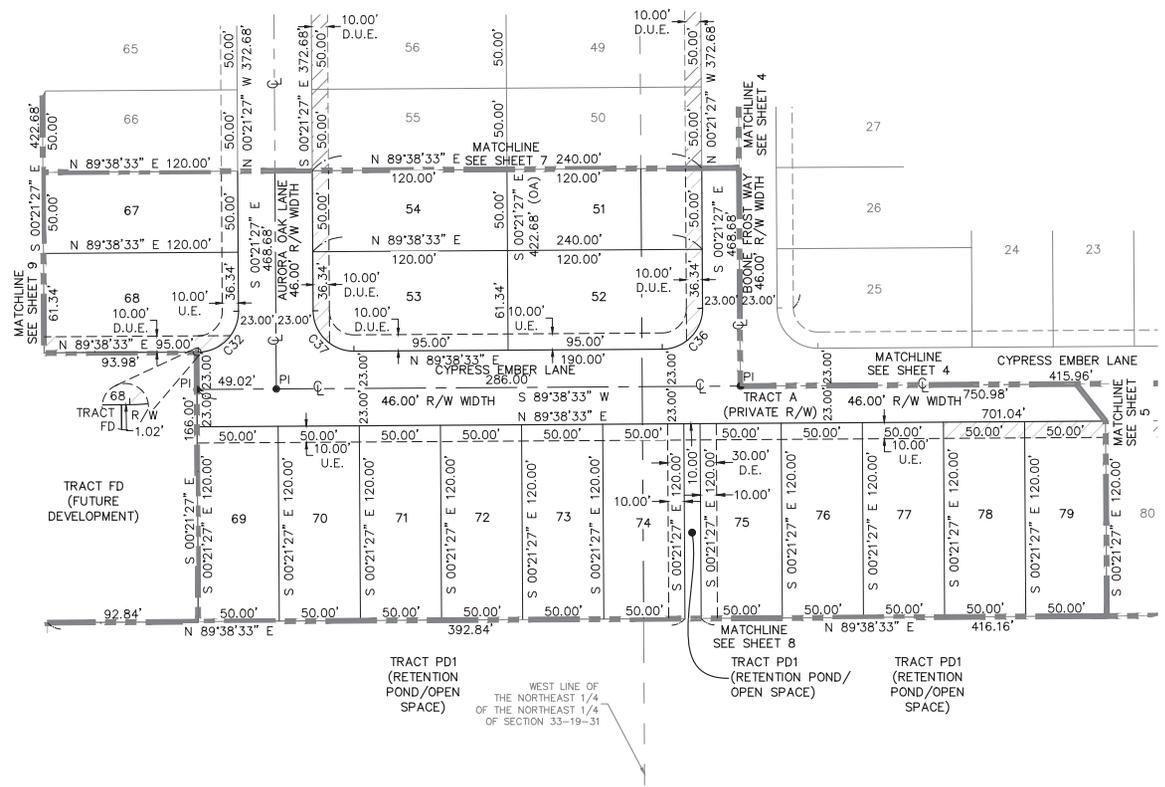
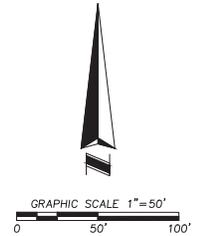
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A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
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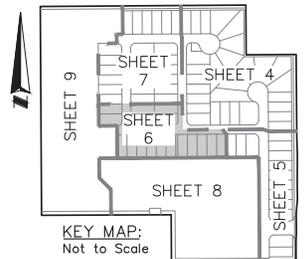


CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C32	25.00'	N44°38'33"E	35.36'	090°00'00"	39.27'
C36	25.00'	N44°38'33"E	35.36'	090°00'00"	39.27'
C37	25.00'	S45°21'27"E	35.36'	090°00'00"	39.27'

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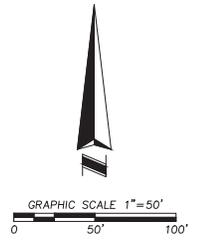
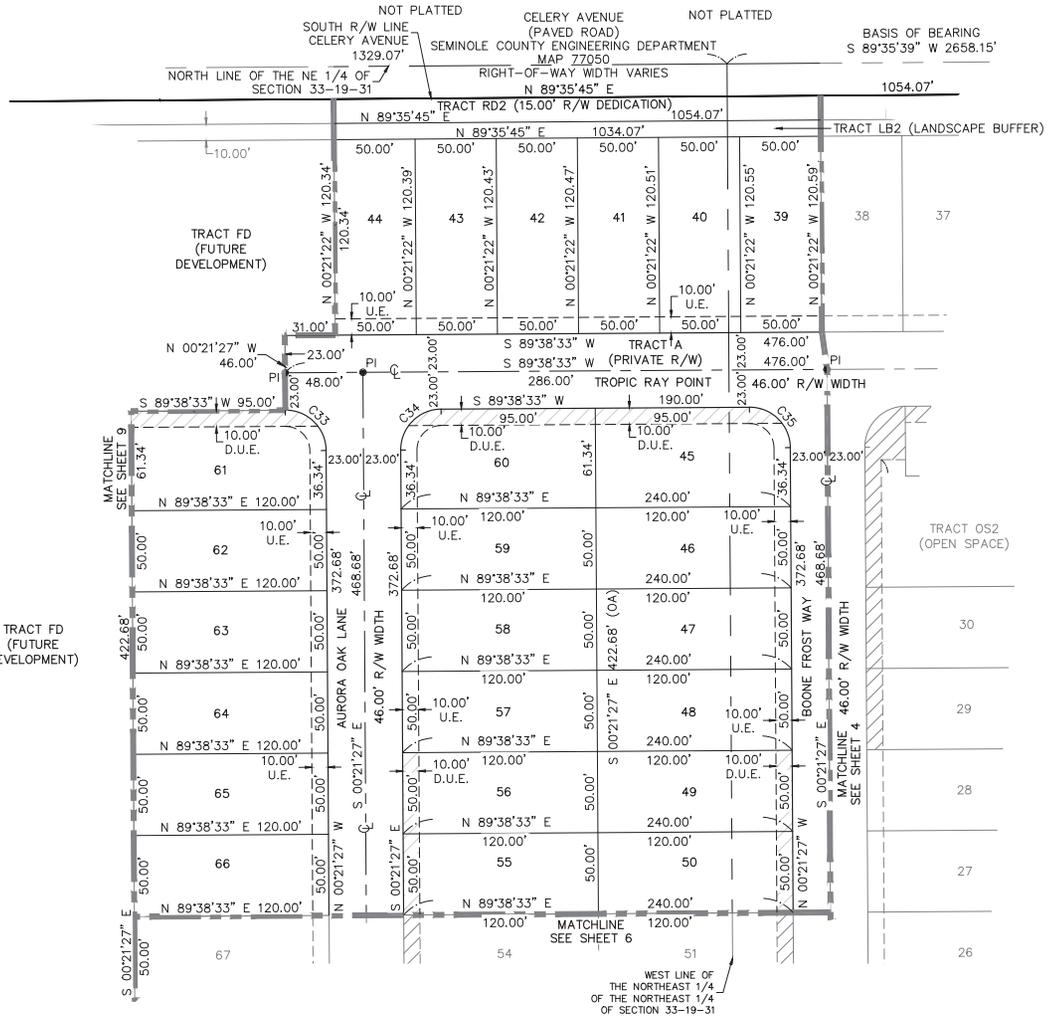
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A PARCEL OF LAND LYING IN THE NORTHEAST 1/4  
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SEMINOLE COUNTY, FLORIDA



MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 6

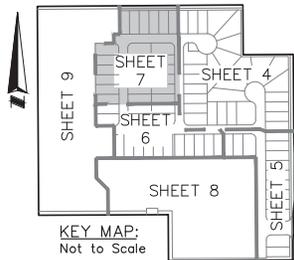
MATCHLINE SEE SHEET 4

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C33	25.00'	N45°21'27"W	35.36'	090°00'00"	39.27'
C34	25.00'	S44°38'33"W	35.36'	090°00'00"	39.27'
C35	25.00'	N45°21'27"W	35.36'	090°00'00"	39.27'

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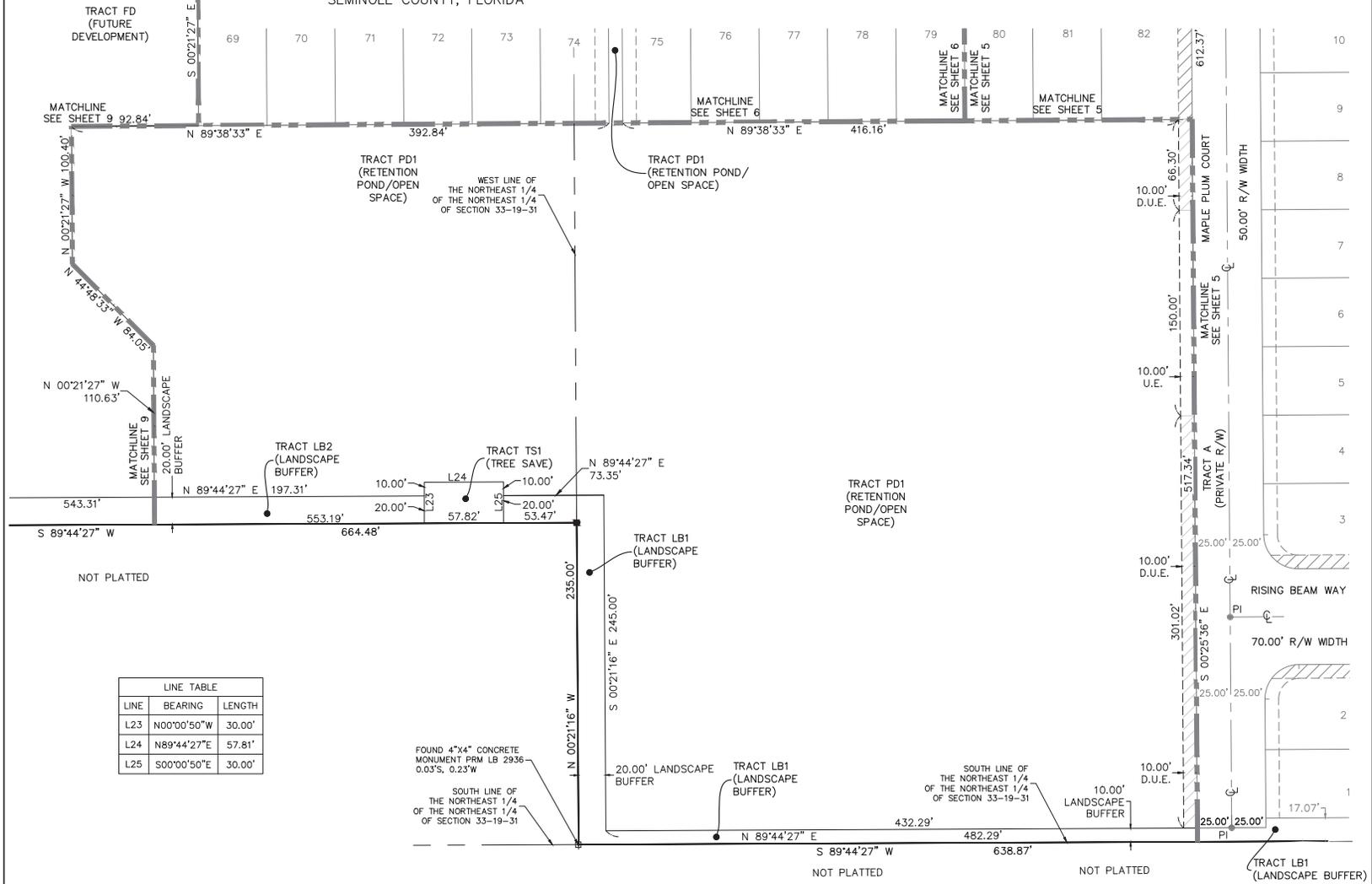
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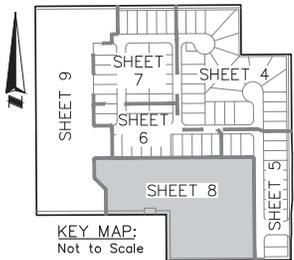
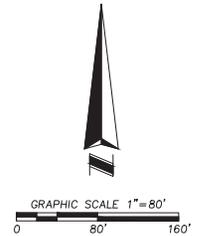


LINE TABLE		
LINE	BEARING	LENGTH
L23	N00°00'50"W	30.00'
L24	N89°44'27"E	57.81'
L25	S00°00'50"E	30.00'

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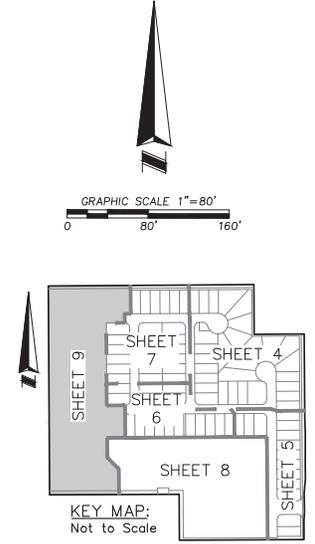
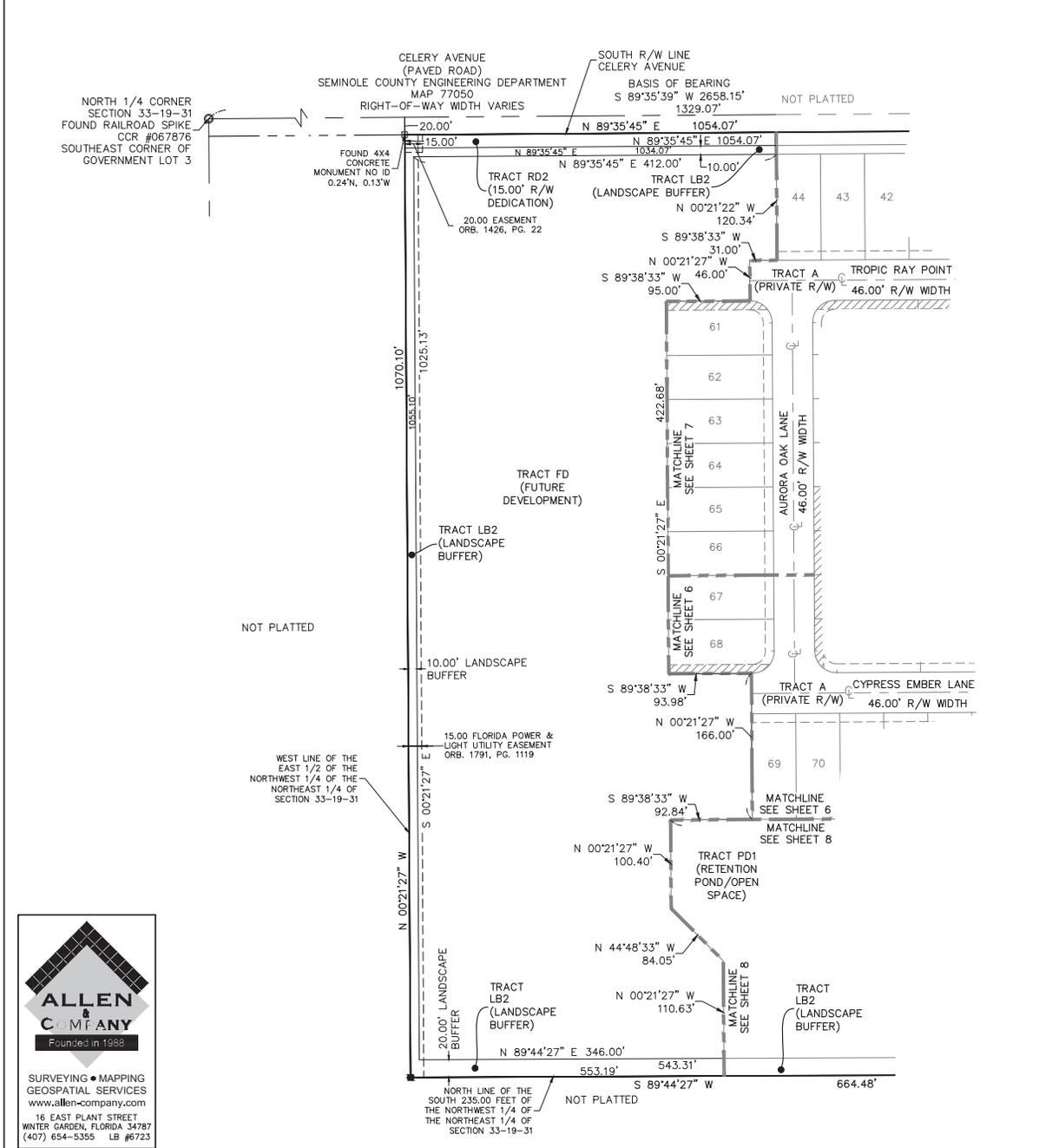
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Prepared By and Return To:  
KB Home Orlando, LLC  
Stephen McConn  
9102 Southpark Center Loop, Suite 100  
Orlando, FL 32819

### AVIGATION EASEMENT

THIS AVIGATION EASEMENT, made this 10<sup>th</sup> day of April, 2024 (hereinafter referred to as the “**Easement**”), by KB Home Orlando, LLC (“**Grantor**”), whose principal mailing address is 9102 Southpark Center Loop Suite 100, Orlando, Florida 32819, in favor of Seminole County, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, (“**Grantee**”).

#### **RECITALS:**

A. Grantor is the owner in fee simple of certain real estate property (hereinafter referred to as the “**Property**”) located in Seminole County, Florida, which is more particularly described in Exhibit “A” attached hereto; and

B. The Property is located in the proximity of Orlando Sanford International Airport (which, as it now exists or may hereafter be enlarged and/or developed, is hereinafter referred to as the “**Airport**”); and

C. The Airport is operated, managed, maintained, and developed by the Authority, which Authority is a special district and public body corporate and politic in Seminole County, Florida created by Chapter 71-924, Laws of Florida, known as the Sanford Airport Authority Act; and

D. The Property is now and, in the future, will be subject to aircraft over flights and noise, vibrations, fumes, deposits of dust, fuel particles and other matters related to an inherent in the operation of aircraft at the Airport; and

E. Grantor desires that all persons hereafter owning, residing on, visiting, or otherwise occupying the Property be placed on notice that the Property is in proximity to the Airport, and of the expected occurrence of aircraft activity at the Airport and near the Property;

**NOW THEREFORE**, for good and sufficient consideration, the receipt and adequacy of which Grantor hereby acknowledges, and hereby covenants and declares that all of the Property shall be held, sold, used, transferred, and conveyed subject to the following avigation easement, which shall run with the Property and be binding on all occupants thereof and on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, grantees, invitees, and tenants.

1. Grantor hereby grants and conveys to the Grantee: (i) a perpetual easement and right of way for the free and unobstructed use and passage of aircraft in and through the airspace at any height or altitude above the surface of the land, said portion of the Property being referred to herein as the “**Avigation Easement Area**”, (ii) the right to operate aircraft in, over and through the Avigation Easement Area, and (iii) the right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport.

2. The term “aircraft” shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet, propeller-driven, civil, military, or commercial aircraft, helicopter, or gliders, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

3. The Grantee shall have the continuing right to prevent the erection or growth of any building, structure, trees or any other object from extending into the Avigation Easement Area which might constitute an airport obstruction or hazard or which might interfere with the purpose or grant of this Easement. The Grantee shall have the continuing right to remove from the Avigation Easement Area any such building, structure, trees or other objects which now or in the future encroach into the Avigation Easement Area, or at the sole option of Grantee, shall have the right to mark and light as obstructions to air navigation any such building, structure, trees or other objects which now or in the future might constitute an airport obstruction or hazard. In the event Grantor or its successors or assigns interferes with the Grantee’s free and unobstructed use of, or right of passage in and through the Avigation Easement Area, Grantee reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree (after reasonable prior written notice to Grantor, except in the case of an emergency), all of which shall be at the expense of Grantor.

4. Notwithstanding anything herein to the contrary, the Property shall be used for the construction and development of a residential subdivision, and residential dwelling units in accordance with applicable governmental approvals, permits, and entitlements, and nothing set forth in this Easement shall be deemed or construed to prohibit the construction of improvements upon the Property consistent with and to the full extent permitted by the governmental approvals, permits, and entitlements, provided that Grantor agrees to keep the Avigation Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights and creation of any means of electrical interference that could affect the movement of aircraft over the easement area.

5. Grantor hereby waives all damages and claims for damages which it now has or hereafter may acquire relating to, resulting from, caused, or alleged to be caused, by noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, or any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport.

6. In the event of any litigation, controversy, claim or dispute between the parties to this Easement, if the Grantee shall prevail in said dispute, enforcement action or legal proceeding, the Grantee, as applicable, shall be entitled to recover all reasonable attorneys', paralegals' and other professionals' fees (including those incurred before or at trial or on any re-hearing or appeal) and costs incurred incidental thereto from the Grantor not prevailing in said legal proceedings.

7. The Easement shall be recorded in the Public Records of Seminole County, Florida. When recorded, each provision of this Easement shall run with the Property, and shall be binding upon all owners, tenants, invitees, or occupants thereof, their heirs, successors, and assigns, invitees, and tenants. The acceptance by any party of any right of use, deed, lease, mortgage, or other interest in privilege pertaining to the Property whatsoever shall constitute acknowledgement and acceptance of terms of this Easement and binding effects hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, has executed this Easement as of the date first above written.

GRANTOR:

Signed in the presence of:

By: Steph McConn

Name: Stephen McConn

Title: VP of Land Development

Witness: [Signature]  
Print Name: Stephen White

Witness: [Signature]  
Print Name: Eileen Sesto

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 10<sup>th</sup> day of April, 2024 by STEPHEN Mc Conn as VP, Land Development of KB Home Orlando, LLC., on behalf of the corporation. He/she either [] is personally known to me or [] has produced \_\_\_\_\_ as identification.

[Affix Notary Seal]

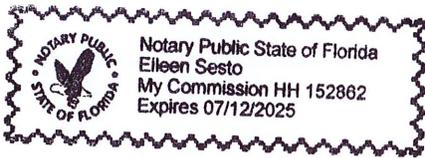
[Signature]

Print Name: Eileen Sesto

Notary Public State of: Florida

My Commission No: HH152862

My Commission Expires: 07/12/2025



**ACCEPTANCE BY SEMINOLE COUNTY:**

DEVELOPMENT SERVICES DEPARTMENT  
PLANNING AND DEVELOPMENT  
DIVISION

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
REBECCA HAMMOCK, Director

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Within the authority delegated by the County  
Manager pursuant to Section 3.25, Seminole  
County Administrative Code.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA            )  
  )  
COUNTY OF SEMINOLE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Rebecca Hammock [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_



CITY OF  
**SANFORD**  
FLORIDA

# APPROVAL NOTICE

**To:** Madden, Moorhead & Stokes LLC  
**Email:** nicole@madden-eng.com  
**From:** Heather M. Urwiller, AICP, CFM Planning Manager  
City of Sanford  
Planning and Development Services

**Date:**

**Application Number:** DP22-000036

**Subject: Approved Plans for:** 3779 Celery Avenue Sanford, FL 32771

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Development Review Team approved the Utilities Only Development Plan for your project Utility Only Review - 123 lot single family residential

Approval of these plans is subject to specific conformance with the City of Sanford's Land Development Regulations and any special conditions approved by the City Commission as may be outlined below. It is the responsibility of the developer to correct any deficiencies with the plans as constructed which result in a failure to comply with all applicable City, State and Federal regulations. Approval of these plans does not constitute a waiver of any code requirements nor does it relieve the developer of the responsibility to meet those requirements.

This approval is subject to the following standard stipulations:

1. All construction must meet all City of Sanford Codes and Land Development Regulations.
2. All other permits required for this project must be obtained. An EPA Notice of Intent (NOI) for Stormwater Discharge Associated with Industrial Activity Under an NPDES Permit must be filed with EPA for all sites which are one (1) acre and greater.
3. As-builts and Certificate of Completion from the engineer of record as specified at the Pre-Construction meeting to be submitted to the City prior to C.O.
4. All easements and right of way dedications, if any, must be conveyed to the City prior to Site Development Permit issuance.

Additional stipulations may be included in the approval comments.

Prior to any construction, the applicant must apply for a Site Development Permit. You will find the application on Citizenserve, in the Development Projects Section. Complete the application and upload a Contractor's or Engineer's Certified Cost Estimate of the proposed infrastructure/site work. This should include all improvements (paving, grading, drainage, utilities, landscaping, irrigation and hardscaping) under City jurisdiction. It would not include vertical construction (Bldgs, walls, towers etc.), State or County Road modifications or any construction with oversight provided by another agency. In addition, copies of all other agency permits such as SJRWMD, FDEP, FDOT, NPDES, etc. should be uploaded. A pre-construction conference is required and will be scheduled by this office no earlier than 72 hours after the application is deemed complete. The Site Development Permit will be uploaded with a stamped approved set of plans after the pre-construction meeting and upon receipt of the permit fee. Building Department Permits may not be released prior to the issuance of the Site Development Permit.

**This approval is good for a period of one year. A Site Development Permit must be obtained and construction started within that time period or this approval will expire.**

If you have any further questions, you may contact my office at (407) 688-5156.

Districts 1, 2, 3, 4, and 5 voted AYE.

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Ex parte communications from Commissioners Constantine, Dallari and Herr were received and filed.

**PUBLIC HEARINGS QUASI-JUDICIAL**

***Item #38 – 2022-3239***

***Druid Road Right-of-Way Vacate/***

***Mary Hite (Continued from March 22, 2022)***

Joy Giles, Planning and Development, addressed the Board to present the request as outlined in the agenda memorandum. She advised that staff recommends approval.

Mary Hite, applicant, addressed the Board to state she has lived at her property for about seven years and has maintained the small piece of land next to her property, about 2,800 square feet, for those seven years. She wants to incorporate that piece into her property so she can have a bigger side yard. She thanked staff for their efforts.

With regard to public participation, no one spoke in support or opposition, and public input was closed.

Commissioner Constantine stated there are a lot of sewer and water programs around there, but Maitland, Altamonte Springs, and Seminole County have checked out everything and ensured him that this is okay to do.

**Motion** by Commissioner Constantine, seconded by Commissioner Lockhart, to approve and authorize the Chairman to execute appropriate Resolution #2022-R-56 vacating and abandoning a portion of an uncut right-of-way known as Druid Road, as recorded in Plat Book 11, Page 42, in the Public Records of Seminole County, Florida, for property located on the east side of Druid Drive, one-fourth mile south of Oranole Road, more particularly known as 1090 Druid Drive; Mary Hite, Applicant; as described in the proof of publication.

Districts 1, 2, 3, 4, and 5 voted AYE.

***Item #39 – 2022-3358***

***Celery-Cameron SSFLU Map Amendment and PD Rezone/***

**Robert Zlatkiss, American Land Development**

Annie Sillaway, Planning and Development Division, addressed the Board to present the request as outlined in the agenda memorandum. She advised that staff recommends approval.

Chad Moorhead, Madden Moorhead and Stokes on behalf of the applicant, addressed the Board to state they agree with staff's recommendations. He advised they sent out over 250 mailers (addresses received and filed) for their community meeting and four people attended. He pointed out the concept plan that is in the agenda memorandum to show what the subdivision layout will look like. He noted they are in the Midway Basin, so they know there are drainage issues in this area to the south and west of this piece of property. Water flows to the north on this property directly to Lake Monroe and the river. They will be improving the drainage system for this particular development. He then pointed out a large pond and a tree-save area to the south. Water and sewer will be from the City of Sanford and they will be tying into the Riverbend utilities that have been around over the last several years.

**Motion** by Commissioner Herr, seconded by Commissioner Zembower, to adopt Ordinance #2022-7 enacting a Small-Scale future Land Use Map Amendment from Suburban Estates and Low Density Residential to Low Density Residential; and adopt Ordinance #2022-8 enacting a Rezone from A-1 (Agriculture), R-1 (Single-Family Dwelling), and R-1A (Single-Family Dwelling) to PD (Planned Development) for approximately 34.07 acres; and approve the associated Master Development Plan and Development Order, located on the southwest corner of Celery Avenue and Cameron Avenue; Robert Zlatkiss, American Land Development, Applicant; as described in the proof of publication.

With regard to public participation, no one spoke in support or opposition, and public input was closed.

Districts 1, 2, 3, 4, and 5 voted AYE.

**PUBLIC HEARINGS LEGISLATIVE*****Item #40 – 2022-3194******Ordinance Amending Seminole County Code*****Chapter 270, Water and Wastewater**



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0668**

**Title:**

Approve the Final Plat for the Morning Star Subdivision containing two (2) lots on 2.01 acres zoned A-1 (Agriculture), located on the south side of Morning Star Place, east of Mikler Road; (Valerie Smith, Applicant) District1 - Dallari (**Rebecca Hammock, Development Service Director**)

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock, Development Services Director

**Contact/Phone Number:**

Annie Sillaway/407-665-7936

**Background:**

In accordance with Section 35.152 pursuant to Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Morning Star Subdivision. The re-plat of a portion of Lot 76 contains two (2) lots on 2.01 acres with a Future Land Use of Suburban Estates and A-1 (Agriculture) zoning, which allows a maximum density of one (1) dwelling unit per net buildable acre, with a minimum lot size of one (1) acre and a minimum lot width of 150 feet.

The site is located within the Seminole County utility service area and is required to connect to public utilities. The site has direct access to a public right-of-way known as Morning Star Place. The Final Plat provides a five (5) foot wide cross-access easement along the south perimeter of proposed Lot 1 for the benefit of abutting Lot 76C of the Slavia Colony Subdivision.

A performance bond is not required; and water and sewer connection fees are required to be paid at the time of the building permit application.

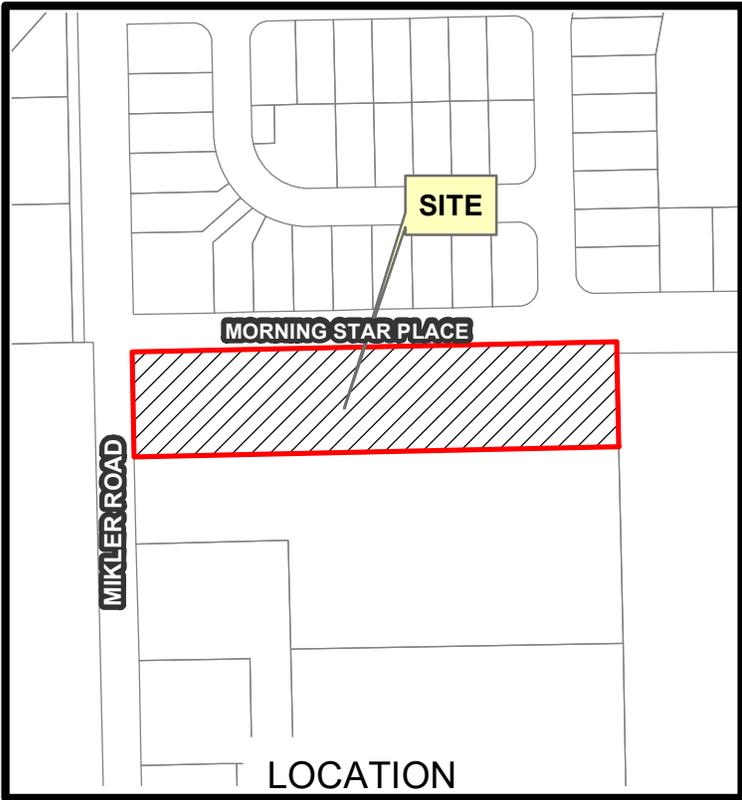
The Final Engineering plans were submitted based on direction from Environmental Services requiring the Applicant to show the connection of the sanitary sewer line from the main connection point that is approximately fifty (50) feet at the corner of Morning Star and Lakelet Loop to the subject site. The Final Engineering plans were submitted in

accordance with Sec. 35.44 of the SCLDC and were approved on September 12, 2023.

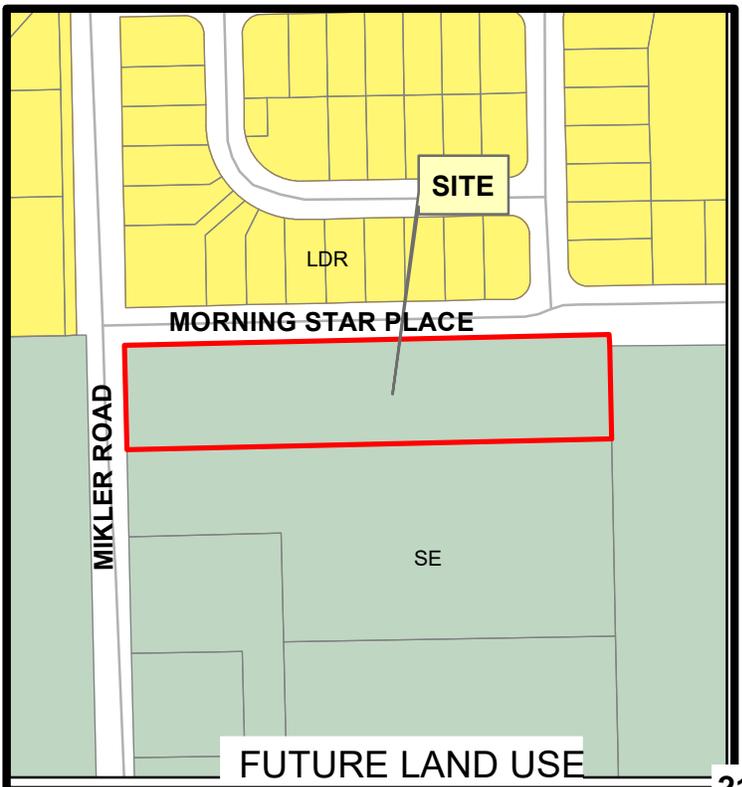
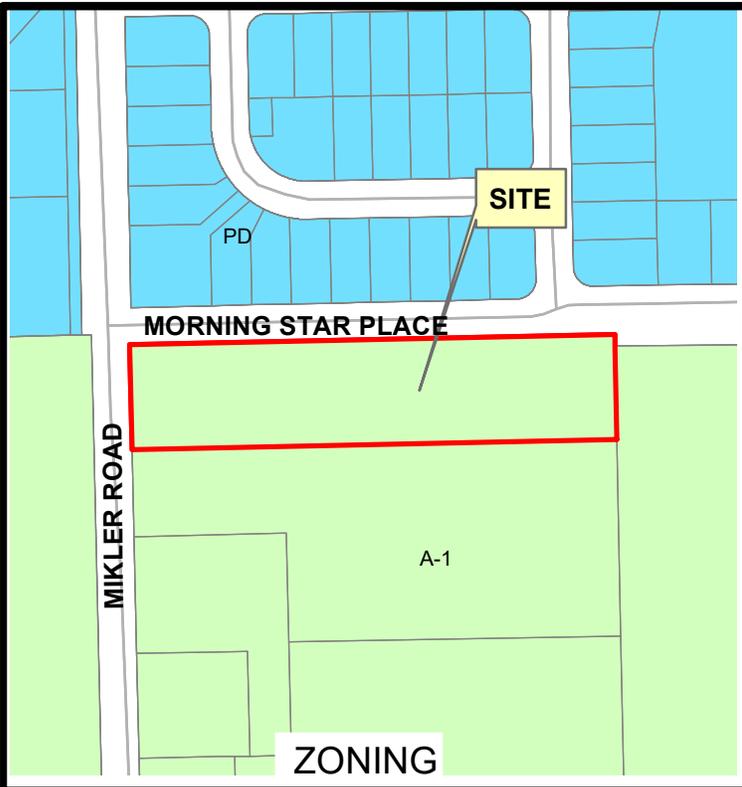
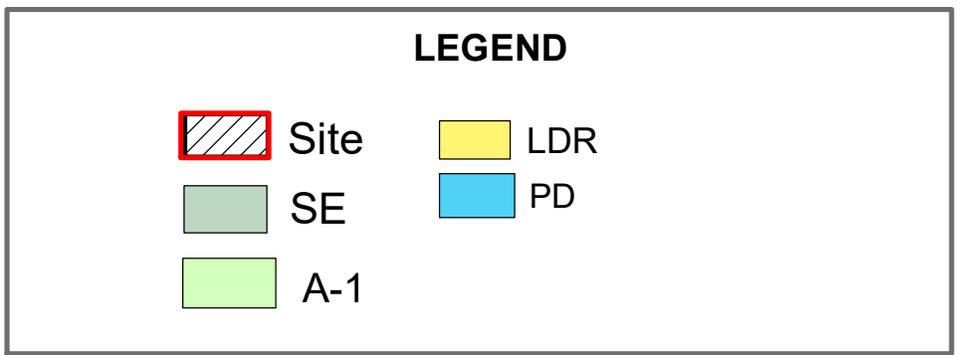
The plat meets all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

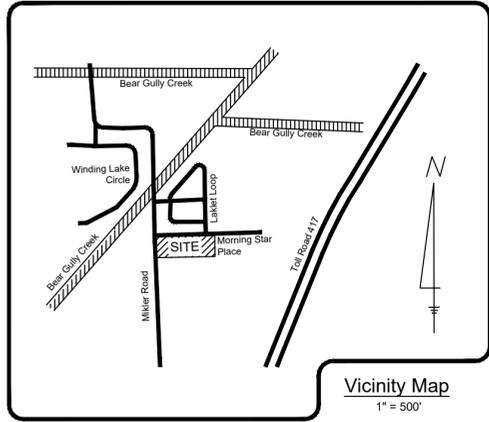
**Requested Action:**

Staff requests that the Board approve the Final Plat for the Morning Star Subdivision containing two (2) lots on 2.01 acres zoned A-1 (Agriculture), located on the south side of Morning Star Place, east of Mikler Road.



MORNING STAR FINAL PLAT  
 SEMINOLE COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 JUNE 11, 2024





Vicinity Map  
1" = 500'

**LEGAL DESCRIPTION:**

THE NORTH 150 FEET OF LOT 76, SLAVIA COLONY COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 31 EAST RUN SOUTH 01°04'46" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST A DISTANCE OF 15.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF MORNING STAR PLACE, REGENCY ESTATES A REPLAT, AS RECORDED IN PLAT BOOK 66, PAGES 23 - 31, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF THE NORTHEAST 1/4 RUN SOUTH 01°04'46" EAST, A DISTANCE OF 135.00 FEET TO A POINT ON AFORESAID EAST LINE; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°47'07" WEST, A DISTANCE OF 648.19 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MIKLER ROAD, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 01°08'34" WEST, A DISTANCE OF 135.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF MIKLER ROAD AND THE AFORESAID PLATTED SOUTH RIGHT-OF-WAY LINE OF MORNING STAR PLACE; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN NORTH 88°47'07" EAST, A DISTANCE OF 648.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 87,515.23 SQ FT ± OR 2.01 ACRES ±.

-Legend-

- |                              |   |
|------------------------------|---|
| SEC. - Section               | ⊙ - Set Iron Rod & Cap LB# 7623 (Unless Otherwise Noted)                              |
| FND. - Found                 | ■ - Set 4"x4" Concrete Monument With Disk Stamped (LB# 7623) (Unless Otherwise Noted) |
| SQ FT - Square Foot          | ● - Set Nail and Disk With Disk Stamped (LB# 7623) (Unless Otherwise Noted)           |
| N.R. - Non-Radial            | ⊕ - Centerline  |
| P.I. - Point of Intersection | CCR - Certified Corner Record   |
| R/W - Right-of-Way           | R.P. - Radius Point CM - Concrete Monument  |
|                              | O.R.B. - Official Records Book P.R.M. - Permanent Reference Monument                  |

**Ireland & Associates  
Surveying, Inc.**

CERTIFICATE OF AUTHORIZATION LB #7623  
800 CURRENCY CIRCLE || SUITE 1020  
LAKE MARY, FLORIDA 32746  
WWW.IRELANDSURVEYING.COM

Phone : 407.678.3366 Fax : 407-320-8165

# Morning Star

SHEET 1 OF 2

PLAT BOOK:

PAGE:

A REPLAT OF A PORTION OF LOT 76, SLAVIA COLONY COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LYING IN

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA

**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.

**PLAT NOTES:**

- ALL LOT CORNERS SHOWN HEREON ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEING NORTH 88°47'17" EAST. BASED UPON FLORIDA STATE PLANE COORDINATES, NAD 83 DATUM.
- THE GRANTING OF THE EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
- ALL PLATTED UTILITY 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 NOT 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, 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.
- THE 11.86' SIDEWALK, DRAINAGE, & UTILITY EASEMENT SHOWN HEREON ALONG THE WEST LINE OF THE ABOVE DEPICTED LOT 1, IS HEREBY DEDICATED TO SEMINOLE COUNTY. THE SIDEWALK & DRAINAGE EASEMENT IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINE, TELEPHONE LINE, AND CABLEVISION LINES. THE SIDEWALK IS TO BE OWNED AND MAINTAINED BY SEMINOLE COUNTY
- THE 5.00' UTILITY & DRAINAGE EASEMENT(S) SHOWN ON THIS PLAT ARE DEDICATED TO, OWNED, AND MAINTAINED BY THE HOMEOWNERS. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORM-WATER 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 PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE STORM-WATER SYSTEM. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE USE OF THE UTILITY EASEMENT(S) SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS WATER MAINS, POWERLINES, TELEPHONE LINES, AND CABLEVISION LINES.
- THE 5.00' UTILITY EASEMENT ALONG MORNING STAR PLACE SHALL BE DEDICATED TO SEMINOLE COUNTY AND THE UTILITY PROVIDER. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE USE OF THE UTILITY EASEMENT(S) SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWER, WATER MAINS, POWERLINES, TELEPHONE LINES, AND CABLEVISION LINES.
- THE 10.00' PRIVATE UTILITY EASEMENT DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO, OWNED AND MAINTAINED BY THE HOMEOWNER, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF A SANITARY SEWER LINE. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINE, TELEPHONE LINE, AND CABLEVISION LINES.
- THE 5.00' CROSS ACCESS EASEMENT DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO, OWNED AND MAINTAINED BY THE HOMEOWNER OF PARCEL 16-21-31-5CA-0000-076C, WHICH IS DIRECTLY TO THE SOUTH OF THE LANDS DESCRIBED IN THIS PLAT.

## Morning Star DEDICATION

KNOW ALL BY THESE PRESENTS, That Valerie S. DeForest, 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 Cross Access, Sidewalk, Drainage, and Utilities Easements shown hereon to the parties expressed herein. Regardless of the preceding provisions, the lawful owner reserves the unrestricted and absolute right to deny the right of ingress to any person who, in the opinion of the lawful owner may create or participate in a disturbance or nuisance on any part of the land shown on this plat.

IN WITNESS THEREOF, the undersigned has caused these presents to be signed to the individuals named below on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

He/She/They are  
 personally known to me  
or  
 produced \_\_\_\_\_ as Identification,

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

NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

**CERTIFICATE OF REVIEWING SURVEYOR**

I have reviewed this plat and find it to be in conformity with Chapter 177, Part I Florida Statutes.

Date: \_\_\_\_\_, 20\_\_\_\_

Raymond F. Phillips  
Florida License No. LS7015  
Seminole County Surveyor

**QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER**

KNOW ALL BY THESE PRESENTS, That undersigned, being a Professional Surveyor and Mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177 Part 1, Florida Statutes, and that said land is located in the Seminole County, Florida.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

PSM 6637  
Surveyor's Registration Number  
L.B. 7623  
Legal Entity's Certificate of Authorization Number

Patrick K. Ireland  
Ireland & Associates Surveying  
800 Currency Circle Suite 1020  
Lake Mary, Florida 32746

IS-83928\_Plat

**CERTIFICATE OF CLERK OF CIRCUIT COURT**

I HEREBY CERTIFY, That I have examined the Foregoing plat and find that it complies with all the requirements of Chapter 177, Florida Statutes, and was filed for record on \_\_\_\_\_ at \_\_\_\_\_

File No. \_\_\_\_\_  
Clerk of the Court  
In and for Seminole County, Florida.  
By: \_\_\_\_\_ D.C.

**CERTIFICATE OF APPROVAL BY  
BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on \_\_\_\_\_ the forgoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

\_\_\_\_\_  
Chairman of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

BY \_\_\_\_\_  
D.C.

# Morning Star

SHEET 2 OF 2

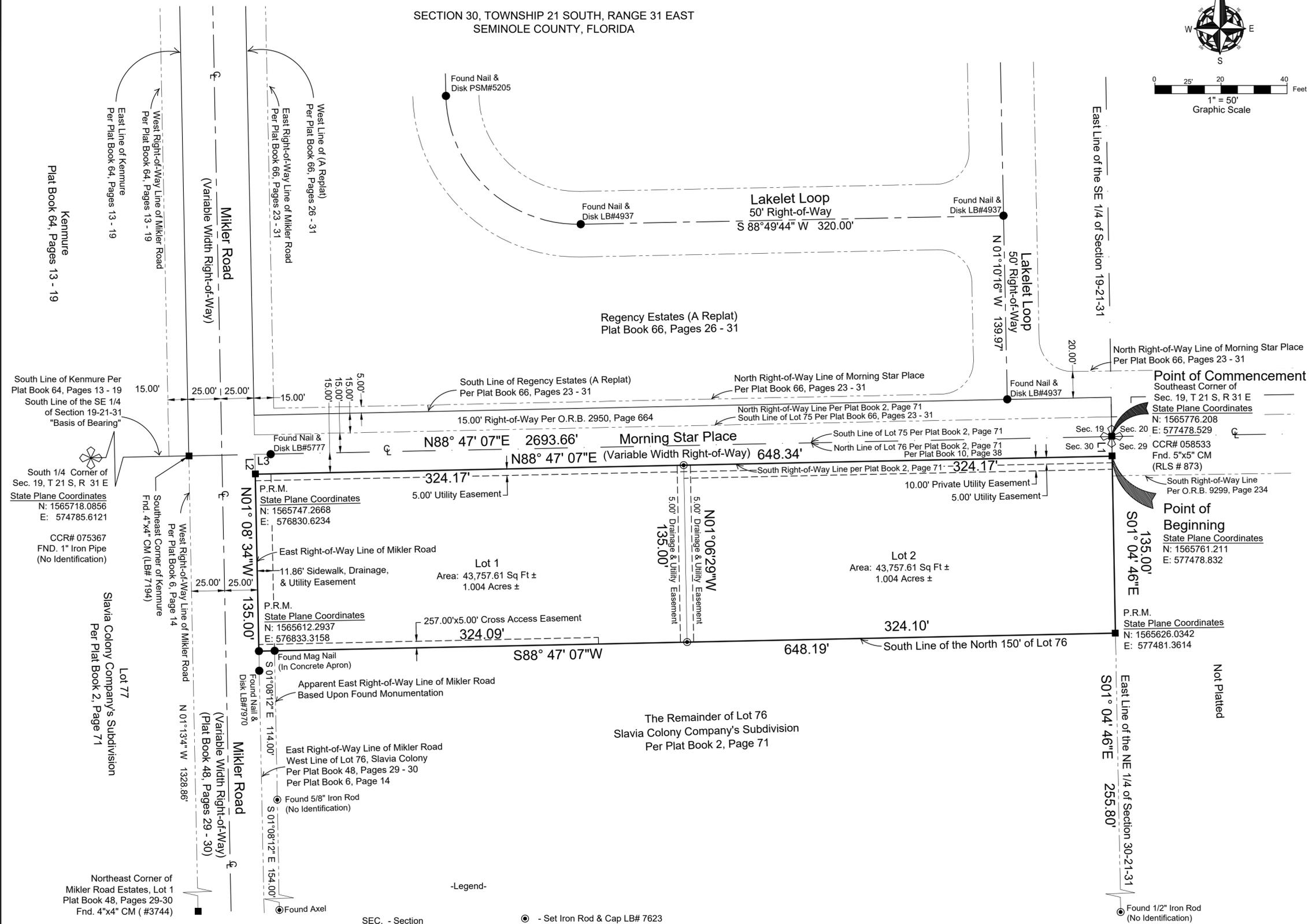
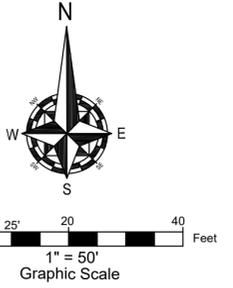
PLAT BOOK:

PAGE:

A REPLAT OF A PORTION OF LOT 76, SLAVIA COLONY COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LYING IN

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST  
SEMINOLE COUNTY, FLORIDA



**Ireland & Associates**  
**Surveying, Inc.**  
CERTIFICATE OF AUTHORIZATION LB #7623  
800 CURRENCY CIRCLE || SUITE 1020  
LAKE MARY, FLORIDA 32746  
WWW.IRELANDSURVEYING.COM  
Phone : 407.678.3366 Fax : 407-320-8165

- Legend-
- SEC. - Section
  - FND. - Found
  - SQ FT - Square Foot
  - N.R. - Non-Radial
  - P.I. - Point of Intersection
  - R/W - Right-of-Way
  - R.P. - Radius Point
  - O.R.B. - Official Records Book
  - - Set Iron Rod & Cap LB# 7623 (Unless Otherwise Noted)
  - - Set 4"x4" Concrete Monument With Disk Stamped (LB# 7623) (Unless Otherwise Noted)
  - - Set Nail and Disk With Disk Stamped (LB# 7623) (Unless Otherwise Noted)
  - ⊕ - Centerline
  - CCR - Certified Corner Record
  - CM - Concrete Monument
  - P.R.M. - Permanent Reference Monument

- L1  
S 01°04'46" E 15.00'
- L2  
S 01°08'12" E 15.00'
- L3  
N 88°47'07" E 11.88'



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0669**

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**Title:**

Approve the Final Plat for the Stonewall Subdivision containing one (1) lot on 6.38 acres zoned M-1 (Industrial), located at the intersection of Ronald Reagan Boulevard and Stonewall Place; (Gregory Fulfort, Applicant) District2 - Zembower (**Rebecca Hammock, Development Services Director**)

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock, Development Services Director

**Contact/Phone Number:**

Annie Sillaway/407-665-7936

**Background:**

In accordance with Section 35.152 pursuant to the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Stonewall Subdivision. The plat contains one (1) lot on 6.38 acres with an Industrial Future Land Use and M-1 (Industrial) zoning.

The subject site is currently developed as an office for a construction company. During Site Plan review for a new accessory shop building to be added to the developed site, it was determined that the parcel was created outside of the County's Subdivision approval process; therefore, the parcel must be legalized via approval of a Final Plat.

The site is located within the Seminole County utility service area and is connected to public utilities. The site accesses onto Stonewall Place, which is a private road easement, owned and maintained by the property owner.

A performance bond is not required as the subdivision infrastructure is complete.

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

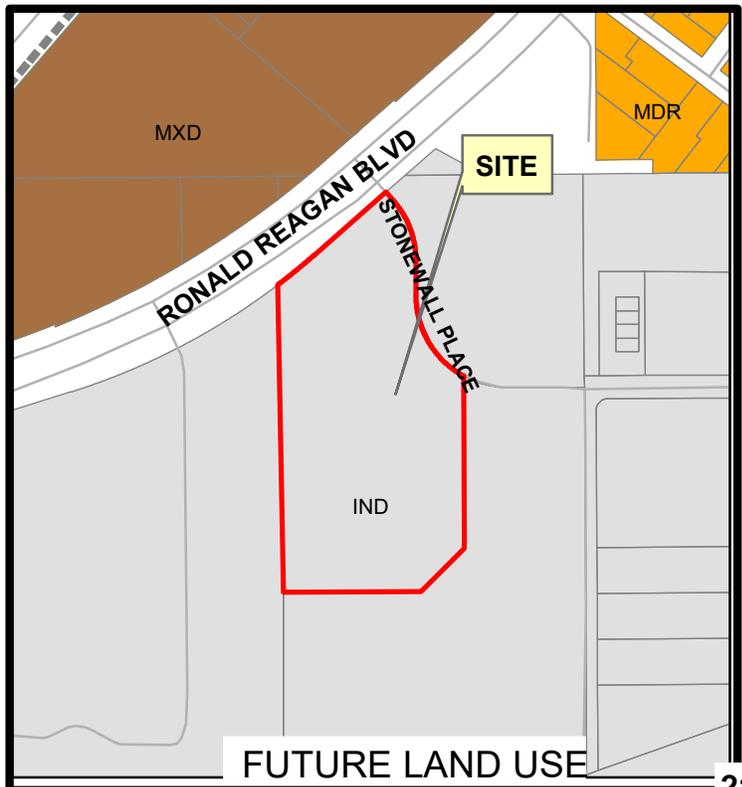
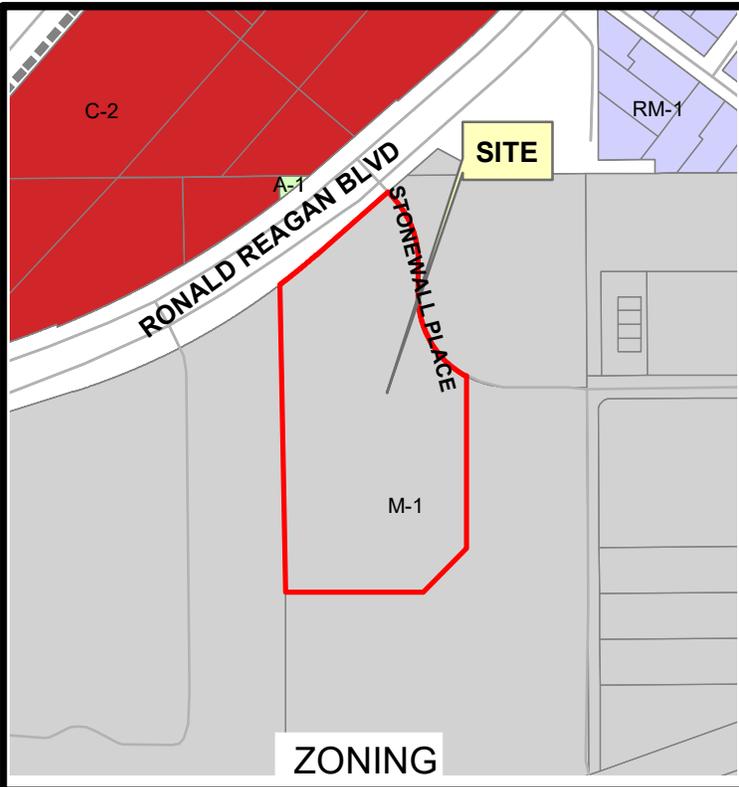
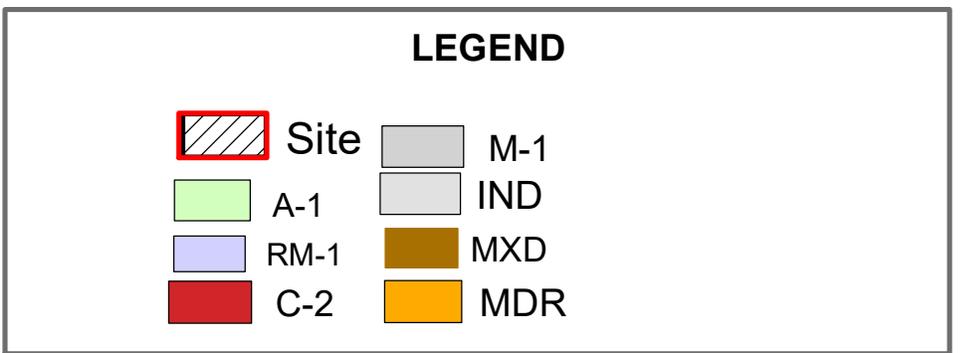
**Requested Action:**

Staff requests that the Board approve the Final Plat for the Stonewall Subdivision containing one (1) lot on 6.38 acres zoned M-1 (Industrial), located at the intersection of Ronald Reagan Boulevard and Stonewall Place.



**STONEWALL FINAL PLAT**

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JUNE 11, 2024**



# STONEWALL PLAT

SHEET 1 OF 2

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

ASSIGNED ADDRESS: 2995 STONEWALL PLACE

## SHEET INDEX

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

### LEGAL DESCRIPTION PROVIDED:

THE LAND IS DESCRIBED AS FOLLOWS:  
THE EAST HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA;  
LESS AND EXCEPT THAT PORTION OF SAID LANDS LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 427,  
AND

ALSO LESS AND EXCEPT AN ADDITIONAL 3.89 ACRES, MORE OR LESS, IN THE NORTHEAST CORNER OF SAID PROPERTY, BEING THAT PORTION OF THE PROPERTY LYING NORTH AND EAST OF THE CENTERLINE OF A PRIVATE 50.00 FOOT WIDE ROADWAY EASEMENT SOMETIMES KNOWN AS STONEWALL PLACE, AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED NOVEMBER 3, 1983 IN OFFICIAL RECORDS BOOK 1500, PAGE 807, AND SHOWN ON THE PLAT OF MIDWAY COMMERCE CENTER AS RECORDED IN PLAT BOOK 31, PAGES 39 AND 40, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND

ALSO LESS AND EXCEPT: COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 02 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 1311.04 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE RUN NORTH 69 DEGREES 56 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 656.27 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON ROD AND CAP IDENTIFICATION #4586, SITUATED ON THE OCCUPIED AND MONUMENTED WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE RUN NORTH 00 DEGREES 05 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE, 407.98 FEET; THENCE RUN NORTH 89 DEGREES 56 MINUTES 48 SECONDS EAST 299.71 FEET; THENCE RUN NORTH 44 DEGREES 55 MINUTES 51 SECONDS EAST, 134.31 FEET; THENCE RUN NORTH 00 DEGREES 05 MINUTES 06 SECONDS WEST, 375.85 FEET TO A POINT ON A CURVE SITUATED ON THE CENTERLINE OF AN EASEMENT DESCRIBED IN O.R. BOOK 1500, PAGE 807, AND SHOWN ON THE CENTERLINE OF STONEWALL PLACE ON THE PLAT OF MIDWAY COMMERCE CENTER, AS RECORDED IN PLAT BOOK 31, PAGES 39 AND 40, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28 DEGREES 41 MINUTES 23 SECONDS, A CHORD DISTANCE OF 99.10 FEET AND A CHORD BEARING OF SOUTH 75 DEGREES 47 MINUTES 06 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND CENTERLINE 100.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 166.59 FEET TO THE OCCUPIED AND MONUMENTED EAST LINE OR THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22 AND THE CENTERLINE OF BENCHMARK LANE AS DETERMINED BY THE OCCUPIED AND MONUMENTED LOCATION OF SAID MIDWAY COMMERCE CENTER; THENCE RUN SOUTH 00 DEGREES 18 MINUTES 41 SECONDS EAST, ALONG THE CENTERLINE OF SAID BENCHMARK LANE AND ALONG SAID OCCUPIED AND MONUMENTED EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 854.64 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE RUN SOUTH 89 DEGREES 56 MINUTES 48 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 660.71 FEET TO THE POINT OF BEGINNING.  
CONTAINING 277,794 SQUARE FEET, 6.38 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A NONEXCLUSIVE EASEMENT IN PERPETUITY FOR INGRESS AND EGRESS OVER THAT PORTION OF THE LANDS RETAINED BY GRANOR WHICH IS SUBJECT TO THE PRIVATE 50.00 FOOT WIDE ROADWAY EASEMENT SOMETIMES KNOWN AS STONEWALL PLACE, BEING THAT PORTION OF SAID EASEMENT LYING NORTH AND EAST OF THE CENTERLINE OF THE EASEMENT AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED NOVEMBER 3, 1983 IN OFFICIAL RECORDS BOOK 1500, PAGE 807, AND SHOWN ON THE PLAT OF MIDWAY COMMERCE CENTER AS RECORDED IN PLAT BOOK 31, PAGES 39 AND 40, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, WHICH EASEMENT SHALL RUN WITH THE LANDS HEREBY CONVEYED TO GRANTEE.

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS WHICH RUNS WITH THE TITLE TO SAID LAND AS SET FORTH AND GRANTED BY THAT CERTAIN EASEMENT RECORDED NOVEMBER 3, 1983 IN OFFICIAL RECORDS BOOK 1500, PAGE 805, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

### SURVEYOR'S NOTES TO PLAT

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 1, DISCOVERY INDUSTRIAL CENTER AS BEARING N00°05'06"W AS PER PLAT BOOK 81, PAGE 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA 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. ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR).

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

5. ALL DEVELOPMENT SHALL BE IN ACCORD WITH AND SUBJECT TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.

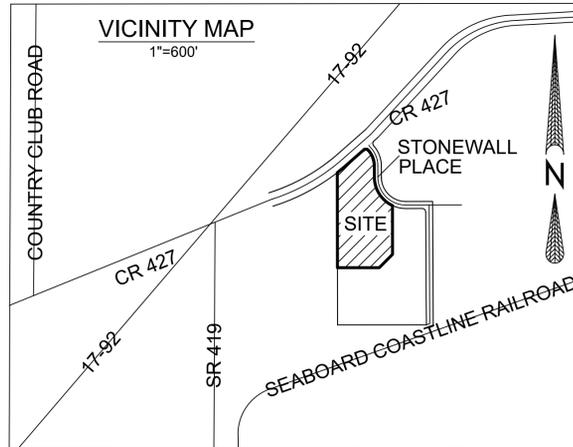
6. IN ACCORDANCE WITH CHAPTER 177.091.9, BOARD OF PROFESSIONAL LAND SURVEYORS LAWS AND RULES, ALL MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, POINTS OF INTERSECTIONS AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.

7. THE OWNER DOES HEREBY GRANT TO SEMINOLE COUNTY THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS ALL OF THE PRIVATE STREETS SHOWN AND DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF ADJACENT LANDS AND THEIR GUEST, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED STATES POSTAL SERVICE MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE OWNER, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS SAID STREETS AND EASEMENTS. REGARDLESS OF THE PRECEDING PROVISIONS, THE LAWFUL OWNER RESERVES THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY THE RIGHT OF INGRESS TO ANY PERSON WHO, IN THE OPINION OF THE LAWFUL OWNER MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT.

### SURVEYOR'S NOTES TO THE TITLE OPINION:

— SURVEYOR HAS REVIEWED THE FOLLOWING ITEMS LISTED IN SCHEDULE B-II OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMMITMENT NO. 2139188, EFFECTIVE DATE MAY 5, 2023 FOR EASEMENTS AND RIGHTS-OF-WAY AND FINDS THE FOLLOWING:

EXCEPTION	INITIAL MAIN DOCUMENT	COMMENTS
7.	OR 1343, PAGE 1990	AGREEMENT - NO EASEMENTS TO BE MAPPED
7.	OR 1343, PAGE 1991	AGREEMENT - NO EASEMENTS TO BE MAPPED
8.	OR 1500, PAGE 0805	DOES NOT AFFECT PROPERTY
9.	OR 1500, PAGE 0807	EASEMENT AS SHOWN ON SURVEY
10.	OR 2977, PAGE 0450	DOES NOT AFFECT PROPERTY
11.	OR 4588, PAGE 1620	AGREEMENT FOR SEWER SERVICE- NOTHING TO BE MAPPED
12.	OR 4588, PAGE 1667	AGREEMENT FOR WATER SERVICE- NOTHING TO BE MAPPED
13.	OR 4477, PAGE 1255	AGREEMENT - NO EASEMENTS TO BE MAPPED



PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

## STONEWALL PLAT

### DEDICATION

KNOW ALL BY THESE PRESENTS, That BNG CONSTRUCTION INC., a Florida Profit Corporation, 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.

IN WITNESS THEREOF, BNG CONSTRUCTION INC, A FLORIDA Profit Corporation has caused these presents to be signed by the officers named below on

Date: \_\_\_\_\_

BNG CONSTRUCTION, INC., a FLORIDA Profit Corporation

By: \_\_\_\_\_  
Signed

Printed Name: GREGORY S. FULFORD Title: AGENT

Signed in the presence of: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

By: \_\_\_\_\_

Printed Name

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

THIS IS TO CERTIFY, That on \_\_\_\_\_ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Gregory S. Fulford, as Registered Agent of BNG CONSTRUCTION INC, a Florida Profit Corporation 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 or has produced the following identification \_\_\_\_\_

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

NOTARY PUBLIC \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Commission Number \_\_\_\_\_

### QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
ELLIS SURVEYS LLC LB7970 ROBERT A. ELLIS, PLS  
PO BOX 160952 Florida Registration No. LS3880  
Altamonte Springs, FL 32716

### COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this Plat and find it to be in substantial conformity with Chapter 177 Part 1, Florida Statutes.

Raymond F. Phillips, PSM Licence No. LS7015  
Seminole County Surveyor

Date: \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY THE BOARD OF CITY COMMISSIONERS

THIS IS TO CERTIFY, That on \_\_\_\_\_, the foregoing plat was approved by the Board of COUNTY Commissioners of Seminole County, Florida.

By: \_\_\_\_\_  
CHARMAN OF THE BOARD DATE:

ATTEST: \_\_\_\_\_ D.C.  
Clerk of Board

### CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on \_\_\_\_\_

as Document No. \_\_\_\_\_

By: \_\_\_\_\_  
GRANT MARLEY, CLERK OF THE CIRCUIT COURT  
IN AND FOR SEMINOLE COUNTY, FLORIDA.

T R I M L I N E FOR SEMINOLE COUNTY PLAT

T R I M L I N E FOR SEMINOLE COUNTY 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.

# STONEWALL PLAT

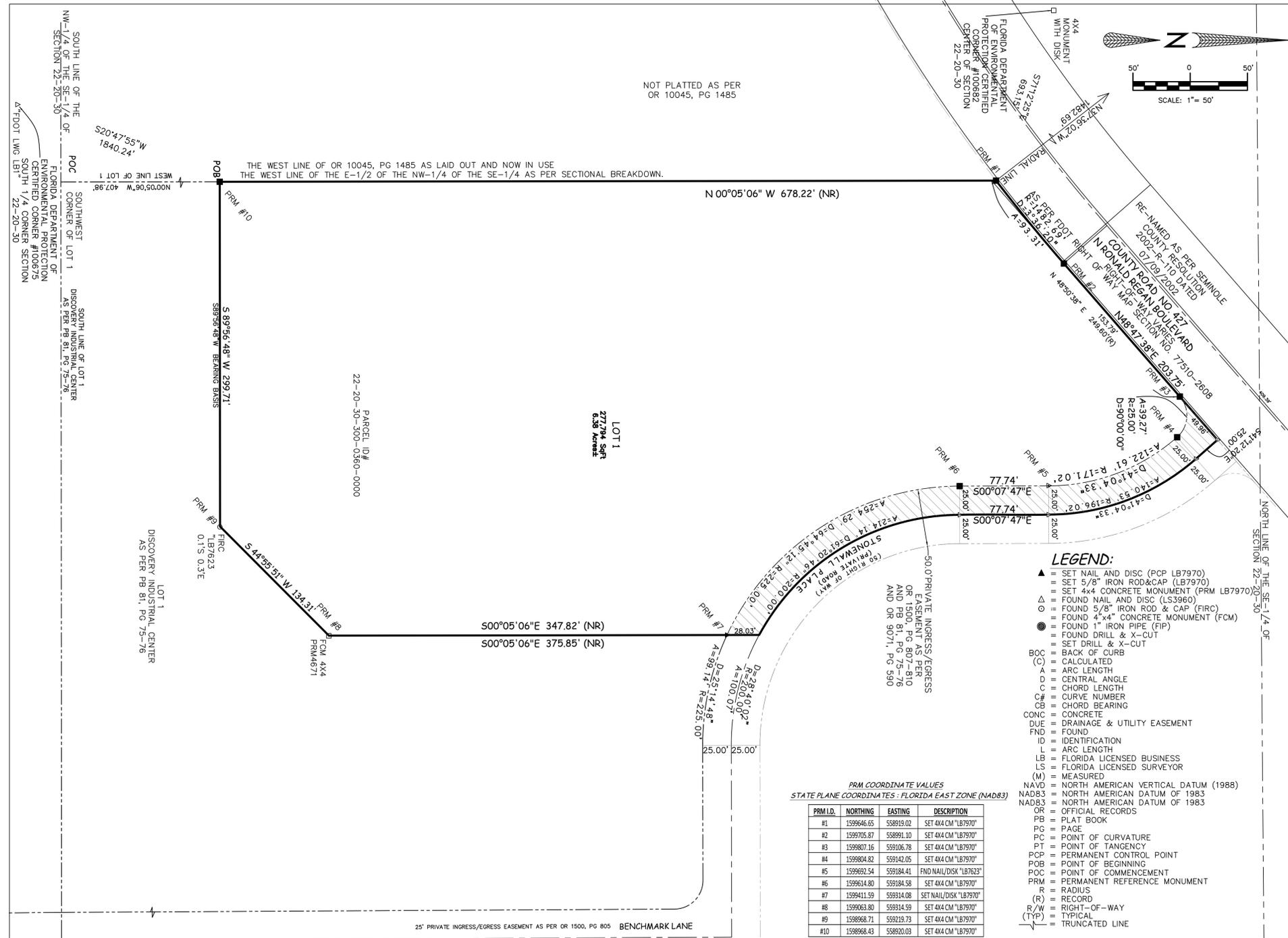
A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

SHEET 2 OF 2

PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

### SHEET INDEX

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



### PRM COORDINATE VALUES

STATE PLANE COORDINATES : FLORIDA EAST ZONE (NAD83)

PRM I.D.	NORTHING	EASTING	DESCRIPTION
#1	5599646.65	558919.02	SET 4X4 CM "LB7970"
#2	5599705.87	558991.10	SET 4X4 CM "LB7970"
#3	5599807.16	559106.78	SET 4X4 CM "LB7970"
#4	5599804.82	559142.05	SET 4X4 CM "LB7970"
#5	5599692.54	559184.41	FND NAIL/DISK "LB7623"
#6	5599614.80	559184.58	SET 4X4 CM "LB7970"
#7	5599411.59	559314.08	SET NAIL/DISK "LB7970"
#8	5599063.80	559314.59	SET 4X4 CM "LB7970"
#9	5598968.71	559219.73	SET 4X4 CM "LB7970"
#10	5598968.43	558920.03	SET 4X4 CM "LB7970"

**ELLIS SURVEYS LLC**  
Land Surveying & Planning  
P.O. Box 160952  
Altamonte Springs, FL 32716  
Florida Licensed Business LB-7970  
P. 407-834-4003 F. 407-869-5454  
www.ellisurveys.com

TRIM LINE FOR SEMINOLE COUNTY PLAT

22-1204



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0692**

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**Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida 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 requests that the Board approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida 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 MANAGEMENT INC. of FLORIDA**

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: Waste Management Inc. of Florida

Street Address: 3510 Rio Vista Ave

City, State & Zip: Orlando, FL 32805

Type of Operation: Commercial Hauler

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2023 through September 30, 2024 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

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**

**Waste Management Inc. of Florida**

*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: April 30, 2024

Company Name: Waste Management Inc. of Florida

Company Address: 3510 Rio Vista Ave.

City, State, and Zip Code: Orlando, FL 32805

Designated Agent Name: David M. Myhan, President

Local Telephone Number: 407-650-8663

Fax Number: 866-526-6972

Email Address: djeffers@wm.com

The Contractor shall provide the County with the following: (  upon completion)

1.  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.  Application/Annual Renewal fee (\$100.00)
6.  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 Waste Management Inc. of Florida will abide by the terms and conditions of the Agreement.

David M. Myhan, President

Designated Agent – Print Name

*David M. Myhan*

April 30, 2024

Designated Agent Signature

Date

State of Florida

County

of Palm Beach

Acknowledged this 30 day of April Month,

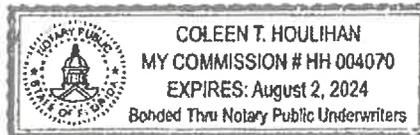
20 24

*Coleen T. Houlihan*

Signature of Notary Public, State of Florida

- Personally Known to Me  
 Produced Identification

**Notary Seal**



**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida  
COUNTY OF Palm Beach

**COMES NOW, David M. Myhan**, being first duly sworn,  
who deposes and says:

(1) That he/she is the President, an officer  
of Waste Management Inc. of Florida 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.

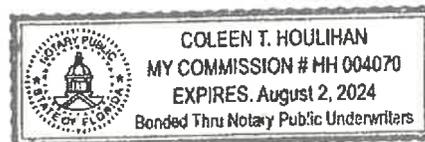
**FURTHER AFFIANT SAYETH NAUGHT**

David M. Myhan  
David M. Myhan, President, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_  
David M. Myhan before me this 30 day of April, 2024

Coleen T. Houlihan  
Notary Public, State of Florida

My commission expires: \_\_\_\_\_



**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 MANAGEMENT INC. OF FLORIDA**, a Florida corporation, whose address is 3510 Rio Vista Drive, Orlando, Florida 32555, in this Agreement referred to as “**CONTRACTOR.**”

**W I T N E S S E T H:**

**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.

(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.

(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.

(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.

(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.

(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.

(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

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.

(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

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.

(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 CONTRACTOR'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.

(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.

(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 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:

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.

(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.

(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.

(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.

**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.

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

**As to CONTRACTOR:**

Waste Management Inc. of Florida  
3510 Rio Vista Avenue  
Orlando, Florida 32805

**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.

**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

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-

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 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.

(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**

**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.

purposes stated above.

WITNESSES:

WASTE MANAGEMENT INC. OF  
FLORIDA

  
\_\_\_\_\_  
Signature

By:   
\_\_\_\_\_  
DAVID M. MYHAN, President

Coleen Houlihan  
\_\_\_\_\_  
Print Name

March 19, 2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Telly Ann Hylton  
\_\_\_\_\_  
Print Name

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

DGS/sfa  
10/06/2023

Five (5) Attachments:

- Exhibit "A" – Map of Franchise Area
- Exhibit "B" – COUNTY Designated Disposal Facility
- Exhibit "C" – Application/Annual Renewal and Update Form
- Exhibit "D" -- Insurance Requirements
- Exhibit "E" – Monthly Report

T:\Users\Legal Secretary CSB\Environmental Services\2023\Franchise Agreementswith Solid Waste Haulers\Commercial Solid Waste Franchise  
Agt 2023 - Waste Management Inc. of Florida rev I.docx

EXHIBIT A

Unincorporated Land in Seminole County

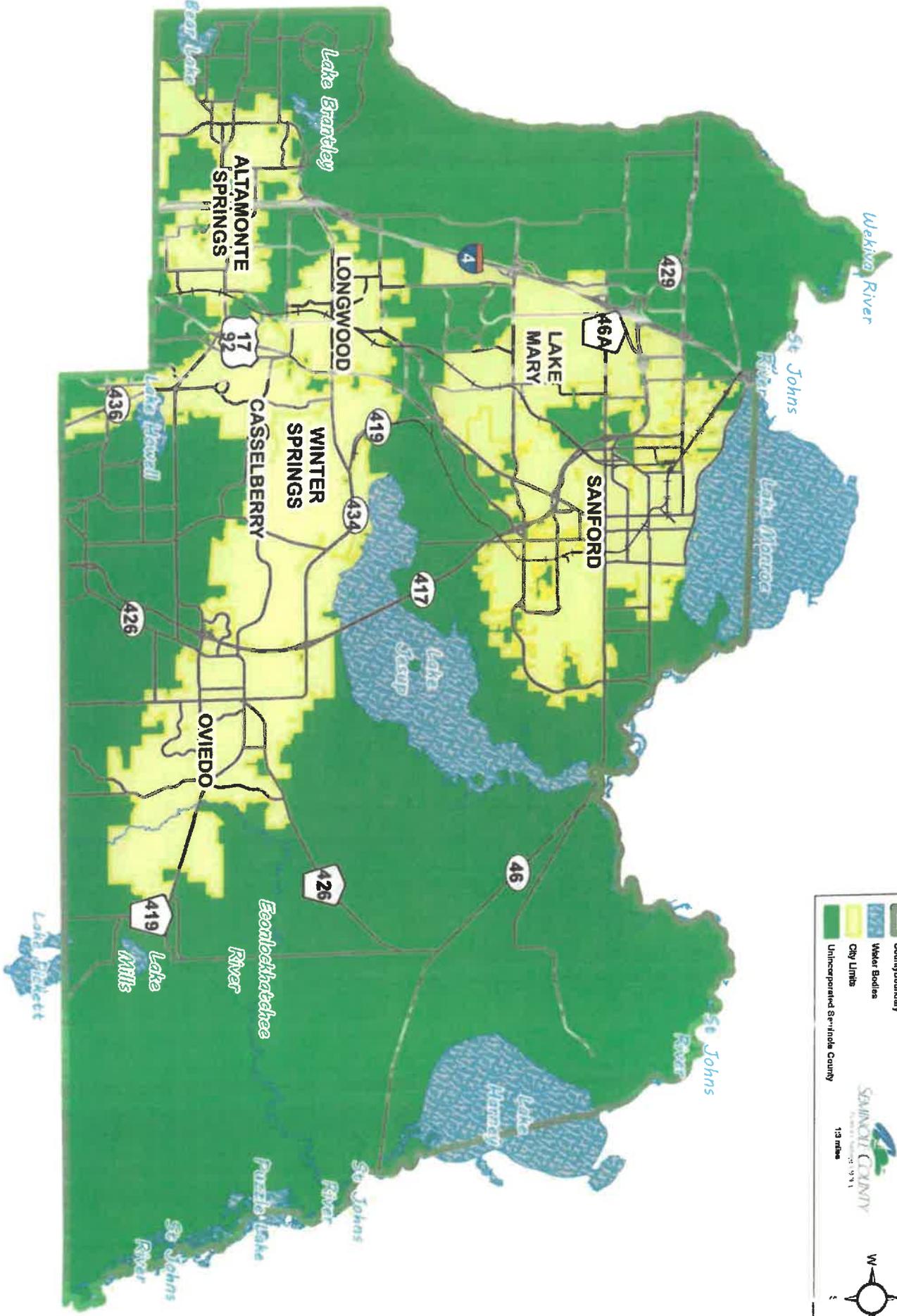
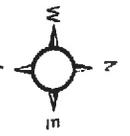
Created by Seminole County Utilities Engineering Division  
 Drawing No. 2012-02119  
 Date: 4/16/2013

Legend

-  County Boundary
-  Water Bodies
-  City Limits
-  Unincorporated Seminole County



1:5 miles



## **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**

**Waste Management Inc. of Florida**

*(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: April 30, 2024

Company Name: Waste Management Inc. of Florida  
 Company Address: 3510 Rio Vista Ave.  
 City, State, and Zip Code: Orlando, FL 32805  
 Designated Agent Name: David M. Myhan, President  
 Local Telephone Number: 407-650-8663 Fax Number: 866-526-6972  
 Email Address: djeffers@wm.com

The Contractor shall provide the County with the following: (  upon completion)

1.  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.  Application/Annual Renewal fee (\$100.00)
6.  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 Waste Management Inc. of Florida will abide by the terms and conditions of the Agreement.

David M. Myhan, President

Designated Agent – Print Name

*David M. Myhan*

Designated Agent / Signature

April 30, 2024

Date

State of Florida  
 County of Palm Beach

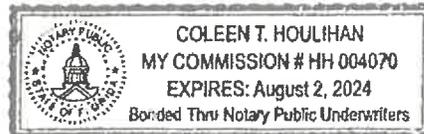
Acknowledged this 30 day of April Month, 20 24

*Coleen T. Houlihan*

Signature of Notary Public, State of Florida

- Personally Known to Me  
 Produced Identification

**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 ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
--	--

D. Excess/Umbrella Liability:

	\$ 4,000,000 Per Occurrence
	\$ 4,000,000 Aggregate

E. Pollution Liability:

	\$ 2,000,000 Per Occurrence
<b>Non-Hazardous Waste Operations</b>	\$ 2,000,000 Per Occurrence
	\$ 4,000,000 General Aggregate
<b>Hazardous Waste Operations</b>	\$ 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

**“Exhibit E”  
Seminole County Non-Exclusive Commercial Franchise Holder  
Monthly Report**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Month/Year of Service*

**Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:**

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: \_\_\_\_\_

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: \_\_\_\_\_

Name and Address of Non-Designated Facility: \_\_\_\_\_

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: \_\_\_\_\_

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility: \_\_\_\_\_

\_\_\_\_\_  
Name and Address of Non-Designated Facility: \_\_\_\_\_

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

<b>Area Served</b>	<b>Estimated Tons (or)</b>	<b>Estimated % of Deliveries</b>
<i>Altamonte Springs</i>		
<i>Casselberry</i>		
<i>Lake Mary</i>		
<i>Longwood</i>		
<i>Oviedo</i>		
<i>Sanford</i>		
<i>Winter Springs</i>		
<i>Unincorporated Seminole County</i>		
<i>Other</i>		

*(This information may be compared to reports supplied by the municipalities.)*

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

\_\_\_\_\_  
*Printed Name of Company Representative*

\_\_\_\_\_  
*Signature of Company Representative*

\_\_\_\_\_  
Date

*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

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**File Number: 2024-0678**

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**Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with GFL Solid Waste Southeast, 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:**

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 GFL Solid Waste Southeast, 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

# **GFL SOLID WASTE SOUTHEAST, 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: GFL Solid Waste Southeast, LLC

Street Address: 1263 W. Landstreet Road

City, State & Zip: Orlando, FL 32824

Type of Operation: Solid Waste (Garbage)

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2023 through September 30, 2024 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

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

GFL Solid Waste Southeast LLC

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: 1/23/24  
 Company Name: GFL Solid Waste Southeast LLC  
 Company Address: 1263 W. Landstreet Road  
 City, State, and Zip Code: Orlando, FL 32824  
 Designated Agent Name: Candace Jefferson  
 Local Telephone Number: 407 843 7990 Fax Number: \_\_\_\_\_  
 Email Address: cjefferson@gflenv.com

The Contractor shall provide the County with the following: (  upon completion)

1.  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.  Application/Annual Renewal fee (\$100.00)
6.  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 Candace Jefferson will abide by the terms and conditions of the Agreement.

Jake Pack

Designated Agent, Print Name

Designated Agent - Signature

1/23/24  
Date

State of  
County of

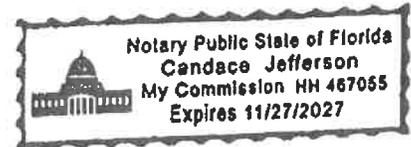
Florida  
Orange

Acknowledged this 23<sup>rd</sup> day of January Month, 20 24

[Signature]  
Signature of Notary Public, State of Florida

- Personally Known to Me  
 Produced Identification

Notary Seal



**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida  
COUNTY OF Orange

COMES NOW, Jake Pack, being first duly sworn,  
who deposes and says:

(1) That he/she is the office Administrator, an officer  
of GFC Solid Waste Southeast LLC corporation existing  
under the laws of the State of Florida;

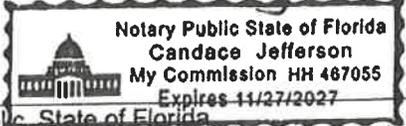
(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

(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**

Jake Pack  
District Manager, Affiant

The following Affidavit was signed, acknowledged and sworn to by Candace  
Jefferson before me this 1 day of February, 2024

Notary Public, State of Florida  
  
Notary Public, State of Florida

My commission expires: 11/27/2027

**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 **GFL SOLID WASTE SOUTHEAST, LLC**, a foreign corporation, whose address is 1263 W Landstreet 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 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.

(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.

(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.

(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.

(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.

(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.

(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

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.

(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

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.

(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 CONTRACTOR'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.

(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.

(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 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:

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.

(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.

(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.

(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.

**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.

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

**As to CONTRACTOR:**

GFL Environmental Services USA, Inc.  
1263 W Landstreet Road  
Orlando, FL 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.

**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

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-

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 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.

(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**

**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.

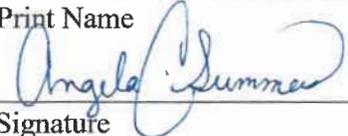
**IN WITNESS WHEREOF,** the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

GFL SOLID WASTE SOUTHEAST, LLC

  
\_\_\_\_\_  
Signature

Melissa Bachhuber  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

Angela Summers  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
PATRICK DOVIGI, President

February 20, 2024  
\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

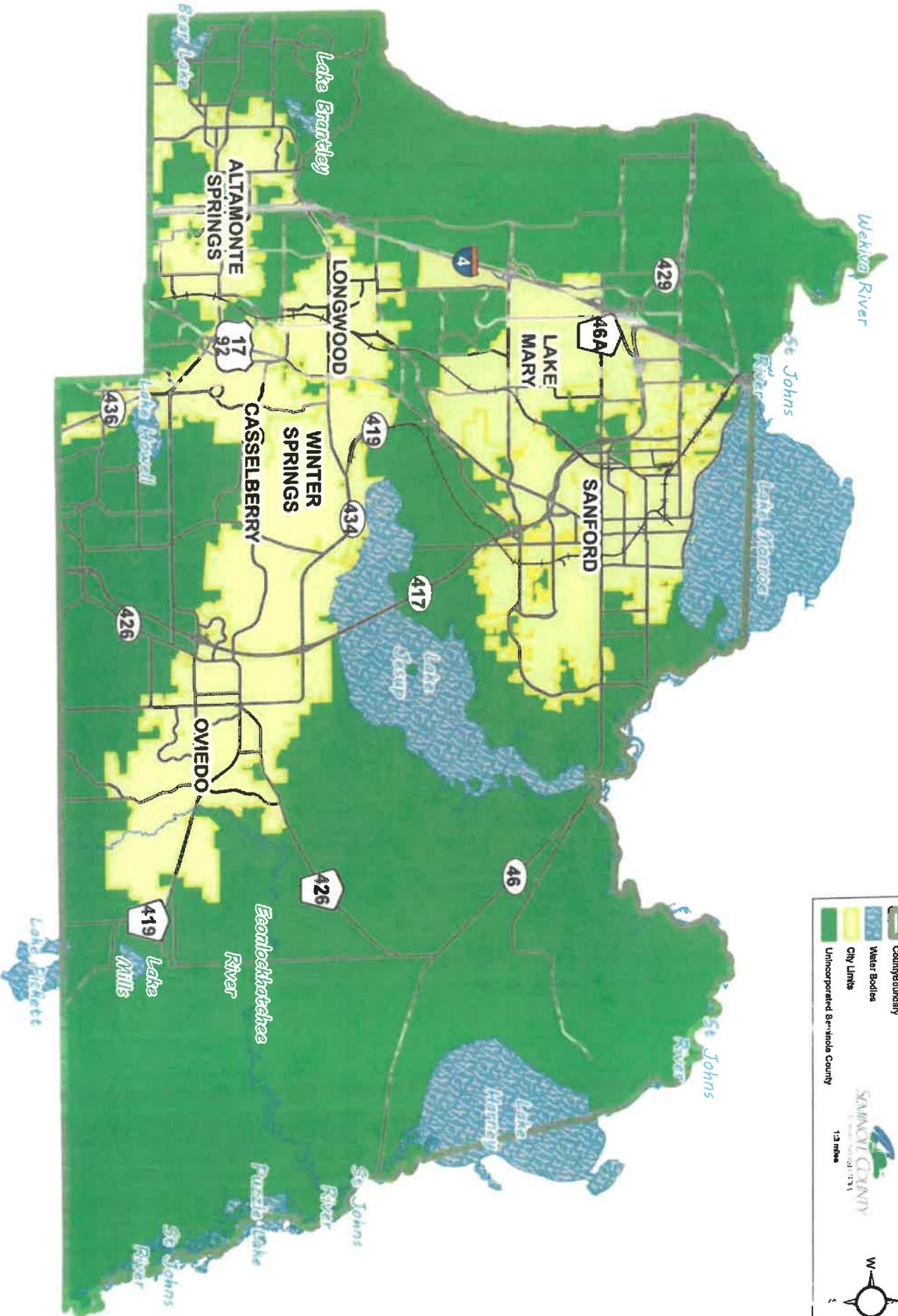
DGS/sfa  
10/06/2023

Five (5) Attachments:

- Exhibit "A" – Map of Franchise Area
- Exhibit "B" – COUNTY Designated Disposal Facility
- Exhibit "C" – Application/Annual Renewal and Update Form
- Exhibit "D" -- Insurance Requirements
- Exhibit "E" – Monthly Report

T:\Users\LegalSecretary CSB\Environmental Services\2023\Franchise Agreementswith Solid Waste Haulers\Commercial Solid Waste Franchise  
Agt 2023 - GFL Environmental rev1.docx

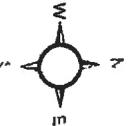
EXHIBIT A



Created by Seminole County Utilities Engineering Division  
 Phone: 407-465-2119  
 Date: 4/10/2023

Legend

-  County Boundary
-  Water Bodies
-  City Limits
-  Unincorporated Seminole County


  
 SEMINOLE COUNTY  
 FLORIDA  
 1.25 miles  


## **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**

GFL Solid Waste Southeast LLC  
 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: 1/23/24  
 Company Name: GFL Solid Waste Southeast LLC  
 Company Address: 1263 W. Landstreet Road  
 City, State, and Zip Code: Orlando, FL 32824  
 Designated Agent Name: Candace Jefferson  
 Local Telephone Number: 407 843 7990 Fax Number: \_\_\_\_\_  
 Email Address: cjefferson@gflenv.com

The Contractor shall provide the County with the following: (  upon completion)

1.  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.  Application/Annual Renewal fee (\$100.00)
6.  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 Candace Jefferson will abide by the terms and conditions of the Agreement.

Jake Pack

Designated Agent - Print Name

Designated Agent - Signature

1/23/24

Date

State of  
 County of

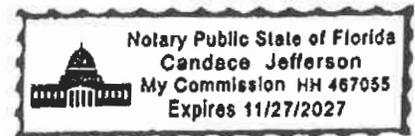
Florida  
Orange

Acknowledged this 23<sup>rd</sup> day of January Month, 20 24

[Signature]  
 Signature of Notary Public, State of Florida

- Personally Known to Me  
 Produced Identification

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 ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
--	--

D. Excess/Umbrella Liability:

	\$ 4,000,000 Per Occurrence
	\$ 4,000,000 Aggregate

E. Pollution Liability:

	\$ 2,000,000 Per Occurrence
<b>Non-Hazardous Waste Operations</b>	\$ 2,000,000 Per Occurrence
	\$ 4,000,000 General Aggregate
<b>Hazardous Waste Operations</b>	\$ 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

**“Exhibit E”**  
**Seminole County Non-Exclusive Commercial Franchise Holder**  
**Monthly Report**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Month/Year of Service*

**Include the following customer data on a Microsoft Excel spreadsheet Version 97 or newer:**

Type of Container (*front end, roll off, compactor, cart, etc.*)

Account Type (*solid waste or recycling*)

Capacity of Containers

Frequency of Collection

Pickup Schedule (collection days)

Tons of Commercial Solid Waste Delivered to the Designated Facility: \_\_\_\_\_

Tons of Commercial Solid Waste Delivered to Non-Designated Facility: \_\_\_\_\_

Name and Address of Non-Designated Facility: \_\_\_\_\_

Tons (by type) of Recovered Materials Delivered to a County Designated Disposal Facility: \_\_\_\_\_

Tons (by type) of Recovered Materials Delivered to a Facility other than a County Designated Facility: \_\_\_\_\_

\_\_\_\_\_  
 Name and Address of Non-Designated Facility: \_\_\_\_\_

Estimated deliveries of Commercial Solid Waste to Seminole County Facilities from Seminole County, municipalities, and surrounding areas:

<b>Area Served</b>	<b>Estimated Tons (or)</b>	<b>Estimated % of Deliveries</b>
<i>Altamonte Springs</i>		
<i>Casselberry</i>		
<i>Lake Mary</i>		
<i>Longwood</i>		
<i>Oviedo</i>		
<i>Sanford</i>		
<i>Winter Springs</i>		
<i>Unincorporated Seminole County</i>		
<i>Other</i>		

*(This information may be compared to reports supplied by the municipalities.)*

I certify that the information contained herein is accurate, correct, and complete, and the fees due are paid in full for the preceding calendar month:

\_\_\_\_\_  
*Printed Name of Company Representative*

\_\_\_\_\_  
*Signature of Company Representative*

\_\_\_\_\_  
 Date

*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

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**File Number: 2024-0683**

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**Title:**

Approve and authorize the Chairman to execute the On-Board Unit Equipment License Agreement (OBU) between Seminole County and the State of Florida Department of Transportation. Countywide (**Matt Kinley, Fire Chief**)

**Division:**

Fire Department

**Authorized By:**

Matt Kinley, Fire Chief

**Contact/Phone Number:**

Shelly Brubaker/407-665-5179

**Background:**

The Seminole County Fire Department, in cooperation with the Florida Department of Transportation (FDOT) District Five (D-5), are in support of the First Responder Project. This project, through the License Agreement with FDOT, will allow the Seminole County Fire Department to leverage technology already deployed within Seminole County to improve safety when responding to emergencies. The technology that will be installed on the fire department vehicles will have the capabilities to initiate traffic signal changes in the direction of travel when activated and alert users of approaching emergency vehicles.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the On-Board Unit Equipment License Agreement (OBU) between Seminole County and the State of Florida Department of Transportation.

## ON-BOARD UNIT EQUIPMENT LICENSE AGREEMENT

This On-Board Unit Equipment License Agreement is between SEMINOLE COUNTY, herein “Local Agency”, and the State of Florida, Department of Transportation, herein “Department”, sometimes collectively called “Parties”, in support of the project known as the First Responder Project.

**WHEREAS**, the Department is seeking to improve safety, improve reliability, reduce congestion, and increase mobility on the roads throughout Central Florida.

**WHEREAS**, the project titled the First Responder Project, will deploy connected vehicle smart technologies within various state highway systems rights of way within Seminole County.

**WHEREAS**, a component of the First Responder project effort is an investigational connected vehicle device known as an On-Board Unit (herein “OBU”), which is designed to alert a driver to specific developing traffic hazards and to advance a vehicle through traffic signals when conditions permit.

**NOW THEREFORE**, in consideration of the benefits accruing unto the Local Agency and the Department, the Parties agree as follows:

1. The Department has certain On-Board Unit (“OBU”) equipment available for use and installation and the Local Agency has vehicles that travel along the roads nearby where smart technologies are deployed.
2. These definitions apply to this License Agreement:
  - 2.1. *Investigational* means that the device is being tested for its ability to improve safety, mobility and environmental effects by the United States Department of Transportation for public use.
  - 2.2. *Signal Phase and Timing (SPaT)* is a message that defines the actions of a traffic signal.
  - 2.3. *Emergency Vehicle Preemption (EVP)* is an application that provides signal preemption to emergency vehicles, and accommodates multiple emergency requests.
  - 2.4. *Traveler Information Message (TIM)* is an application that is used to convey important traffic information and provide situational awareness warnings.
  - 2.5. *Roadside Alerts (RSA)* is an application that helps drivers to avoid collisions with nearby non-standard vehicles such as school buses and others that may disturb the free flow of traffic as part of their routine operations and provides additional clearance for roadside activities.

- 2.6. *Pedestrian in Signalized Crosswalk* is an application that warns the driver when a pedestrian is crossing the street.

3. Program Objectives:

- 3.1. The OBU equipment will operate within the area on various state highway systems rights of way within Seminole County. Exhibit 'A' is a map of locations that indicates where smart technology equipment has been deployed.
- 3.2. The Department will collect data from the OBU Unit device to evaluate the use of the OBU product as part of the First Responder project.
- 3.3. The Department will collect the data to evaluate the performance of the connected vehicle technology. Department will not evaluate the operator of the Local Agency vehicle. The Local Agency hereby provides permission for the Department to collect data from all Local Agency vehicles included in the deployment research for the Program.
- 3.4. This is not an autonomous-vehicle test, where the vehicle drives itself. It is a connected vehicle test where the vehicle operator is still in full control. The equipment will be under evaluation and testing to ascertain and to evaluate the OBU product's capabilities. The Local Agency driver is legally responsible to operate the vehicle safely and responsibly. The Department is not responsible for liability or damages of the Local Agency or the operator of the vehicle. The Department assumes no risk pursuant to this License Agreement.
- 3.5. The OBU equipment to be installed pursuant to this License Agreement is intended to include but is not limited to the following safety alerts over the three phases of the project:
- Signal Phase and Timing (SPaT)
  - Emergency Vehicle Pre-emption (EVP)
  - Traveler Information Messages (TIM)
  - Roadside Alerts (RSA)
  - Pedestrian in Signalized Crosswalk
- 3.6. From time to time, an application of the OBU may be disabled for system maintenance as necessary at times. A message will be sent to the Local Agency's point of contact when system maintenance begins and when it ends, during which time the application will not function. Alerts will not be sent from the OBU product when system maintenance is underway.

4. Department Responsibilities include:

- 4.1. The Department has procured a Vendor to furnish, install, integrate, and maintain OBU's on vehicles owned and operated by the Department and on vehicles owned and operated by the Local Agency.
- 4.2. Department will manage the Vendor's performance.
- 4.3. The Department's Vendor will coordinate with the Local Agency to schedule the installation, modification, maintenance, or removal of hardware by the Department Vendor.
- 4.4. The Department licenses the Local Agency's use of the OBU in the Local Agency vehicle for not longer than a 2-year duration from the date of installation in the Local Agency vehicle. At the termination of the project, the Department's Vendor will schedule removal of the hardware.
- 4.5. The Department shall work in good faith with the Local Agency to maintain the OBU Product device for the duration of the project. The Department shall monitor the device for operability, ensure top-off of certificates associated with the device, and respond to maintenance requests by the agency in a timely manner.

5. Local Agency Responsibilities include:

- 5.1. The Local Agency is solely responsible for all insurance coverage for the Local Agency vehicle and Local Agency operator. The Department is not responsible for liability or damages a Local Agency may incur in the event of a motor vehicle crash or for any other situation that may give rise to a claim for damages against the Local Agency and Local Agency's vehicle operator. The Department does not assume any liability or risk arising out of or associated with this License Agreement, the installation of the OBU Product, or Vendor's installation, operation, maintenance, removal or any other actions of Vendor that may lead to a claim of damage or liability.
- 5.2. The Local Agency will report OBU device error or malfunction in a timely manner to allow the Department to investigate the error or malfunction and to repair or replace the OBU device.
- 5.3. The Local Agency shall immediately notify the Department of any damage to an OBU resulting from a vehicle crash. Local Agency is not responsible for any damage to the OBU resulting from a vehicle crash.

- 5.4. The Local Agency shall immediately notify Department in the event of a crash, the Local Agency is not responsible for any damage to the device that is installed into the Local Agency vehicle. The Local Agency is responsible to notify the Department of any damage to the device. If the device becomes damaged, dislodged, or loosens from its installed position, please contact the Department so the device may be secured.
- 5.5. The Local Agency shall notify the Department if a vehicle has an existing crash warning system or is not a 1996 model year or newer since an On-Board Diagnostics II, or OBD II, port must be available for OBU installation.
- 5.6. The Local Agency shall manage the turnover in the agency fleet and coordinate with the Department to ensure vehicles that will be replaced within the next 2 years are not equipped.
- 5.7. As the OBU will work only on equipped intersections, the agencies will also work with the Department to equip vehicles that are going to be active within the key corridors on a more frequent basis than other non-equipped vehicles in the agency fleet.
- 5.8. The Local Agency shall keep the OBU on an active fleet vehicle. If an active fleet vehicle is to become inactive, the Local Agency shall notify the Department so that the OBU can be removed. The Department recognizes that despite a good faith effort on the part of the Local Agency, unexpected events occur that can cause the removal of a vehicle from service, including but not limited to breakdowns, crashes, and other incidents.
- 5.9. If a vehicle is likely to be out of service or used in a different service area for a prolonged period of time (more than 1 month), including replacement of a vehicle, the Local Agency shall report this to the Department and make arrangement for the removal of the OBU, which is expected to be scheduled no sooner than three weeks from notice to the Department.
- 5.10. The Local Agency shall oversee and sign-off on the Vendor installation on the agency's vehicle. The sign-off recognizes that the installation and integration is complete and neither Department nor Vendor has caused damage to the Local Agency's vehicle.
- 5.11. The equipment is designed to perform all alerts and warnings without driver adjustments or modifications. The Local Agency shall not tamper with the equipment.
- 5.12. The Local Agency shall make vehicles available for installation, repair, or removal in a good faith manner during prescheduled hours with the Department. The Department recognizes that some fleets, including first responders, have unpredictable hours and despite attempts to make the vehicles available, the need for service may arise.

5.13. The Department shall seek user (motor vehicle operators) input on the devices, icons, and general interaction with the device. The Local Agency shall work with the Department to gather and to provide information about the system.

6. Vehicle Identification:

6.1 Department and Local Agency shall develop a complete and accurate listing of Local Vehicles that will have the OBU device installed on it. This list will be kept up to date and current. The list will be updated by Department and Local Agency as vehicles are added, removed, or substituted by Local Agency. The list can be modified and updated without having to amend or modify this Agreement.

IN WITNESS WHEREOF, the Department and Local Agency have executed this Agreement, effective the date of the last signature hereto, as reflected below.

By: \_\_\_\_\_  
Name: Jay Zembower  
Title: Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Charles M. Heffinger, Jr., P.E.  
Title: Director of Transportation Operations  
Date: \_\_\_\_\_

As approved by the Board on: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
Grant Maloy  
Clerk to the Board of County Commissioners  
Of Seminole County, Florida.

Attest:  
  
\_\_\_\_\_  
Executive Secretary

Legal Review:  
  
\_\_\_\_\_

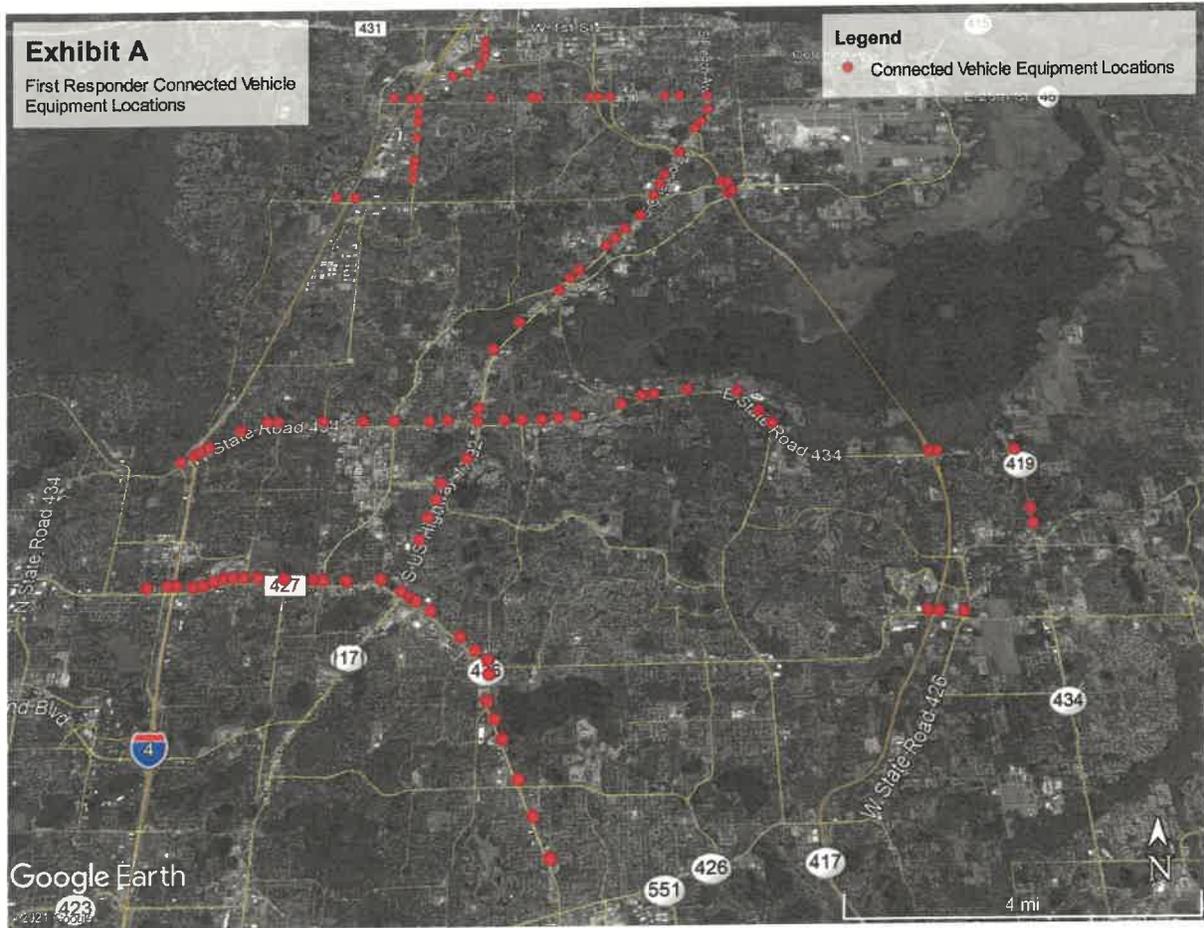
Legal Review:  
  
\_\_\_\_\_

### Exhibit A

First Responder Connected Vehicle  
Equipment Locations

### Legend

- Connected Vehicle Equipment Locations





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0411**

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**Title:**

Approve and authorize the Chairman to execute the Lease Agreement between Seminole County and A & Z Ventures, LLC and the Memorandum of Understanding between Seminole County and Florida Department of Health (Seminole County) for use of Reflections Building, Suite 534, for administrative office space. This extends the agreement through June 30, 2026 with an annual increase of \$1,957.80 for a total of \$66,744.00. District5 - Herr (**Chad Wilsky, Fleet and Facilities Director on behalf of Alan Harris, Emergency Management Director**)

**Division:**

Fleet and Facilities - Facilities Mntc

**Authorized By:**

Chad Wilsky/Fleet and Facilities Director

**Contact/Phone Number:**

Sandra Aganovic/407-665-5280

**Background:**

On April 26, 2022, the Board of County Commissioners approved the Short Term Lease Agreement between Seminole County and A & Z Ventures, LLC for use by Florida Department of Health - Seminole County - for 4,320 square feet of office space at 534 West Lake Mary Blvd, Sanford, FL 32773 within the Reflections Plaza. The office space is to be utilized by the EPI/Investigation Department.

The proposed Lease Agreement and Memorandum of Understanding extends the term from July 1, 2024, for an additional two (2) years, through June 30, 2026 with ninety (90) days' termination clause unless terminated sooner in the event State stops funding. The lease rate is set to increase on July 1, 2024 by 3.0% which results in a new monthly rent of \$5,562.00 pending yearly rent increase of CPI index or 3% whichever is less on July 1, 2025. The monthly fee is paid by the Emergency Management fund which is reimbursed by the Florida Department of Health.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the Lease Agreement between Seminole County and A & Z Ventures, LLC and the Memorandum of Understanding between Seminole County and Florida Department of Health (Seminole County) for use of Reflections Building, Suite 534, for administrative office space.

**SHORT TERM LEASE AGREEMENT BETWEEN  
SEMINOLE COUNTY AND A & Z VENTURES, LLC.**  
(For use by Department of Health – Seminole for COVID-19 Response)

**THIS SHORT TERM LEASE** is made and entered by and between **A & Z VENTURES, LLC**, a Florida limited liability company, whose address is 1307 S. International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Lease referred to as “**LANDLORD**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Lease referred to as “**TENANT**”.

**WITNESSETH:**

**WHEREAS**, **LANDLORD** is the owner of a certain building located at 534 W. Lake Mary Boulevard, Sanford, Florida 32773 (the “**Building**”); and

**WHEREAS**, **TENANT** desires to lease space at 534 West Lake Mary Blvd, Sanford, Florida 32773, for use by the Florida Department of Health for Seminole County (“**FDOH**”); and

**WHEREAS**, Section 154.01, Florida Statutes (2021), allows Seminole County to cooperate with the Department of Health to establish and maintain a full-time county health department for the promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations; and

**WHEREAS**, **FDOH** will utilize the **Building** as an EPI/Investigation Department for COVID-19.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, **LANDLORD** and **TENANT** agree as follows:

**Section 1. Leased Premises.** **LANDLORD** hereby grants to **TENANT** and **TENANT** hereby accepts from **LANDLORD** the exclusive use and occupancy of approximately 4,320 square feet of the **Building**, which consists of that space more particularly described in the attached Exhibit A and is referred to below as the “**Leased Premises.**”

Short Term Lease  
A & Z Ventures, LLC / Seminole County for use by FDOH  
Page 1 of 16



**Section 2. Term.** The term of this Lease commences July 1, 2022, notwithstanding the date of signature by the parties and runs until June 30, 2024, unless sooner terminated as provided below.

**Section 3. Rental.**

(a) TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of FIVE THOUSAND TWO HUNDRED AND FORTY-ONE AND 60/100 DOLLARS (\$5,241.60). The first rental payment will be due July 1, 2022 and will be payable on or before the first day of each calendar month, with a ten (10) day grace period.

(b) Commencing on July 1, 2023 and continuing each subsequent June 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index - Urban Wage Earners and Clerical Workers - All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more than hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A & Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

**Section 4. Condition of Leased Premises.** LANDLORD has the following obligations concerning the renovations as depicted in Exhibit A Leased Premises. LANDLORD shall complete

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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all renovations by June 1, 2022. LANDLORD shall notify TENANT when LANDLORD has completed the renovations to the Leased Premises as depicted in Exhibit A. Within 10 days after this notice, TENANT has the right to inspect the Exhibit A Leased Premises and to report any deficiencies with the renovations to LANDLORD. LANDLORD shall correct all such deficiencies in the Exhibit A Leased Premises within 30 days after TENANT reports the deficiencies to LANDLORD.

**Section 5. Use of Leased Premises, Common Areas, and Parking.**

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2021), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the limitations of Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims

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and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris.

**Section 6. Remodeling Improvements and Alterations.** After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

**Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes.** No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair,

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2021), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7.

**Section 8. Maintenance, Utilities, Janitorial Services/Supplies and Life Safety/Security Devices.** LANDLORD is responsible for providing the following services to TENANT during the term of this Lease: all maintenance and repairs needs to the Building and the grounds (including HVAC), all utilities including garbage collection and pest control, janitorial services of all areas in the Building during the week (Monday to Friday), all janitorial supplies, and maintenance/repairs of all life safety and security devices within the premises. Janitorial expectations are portrayed in the Exhibit B of this Lease.

**Section 9. Indemnification.** Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this Section 9 may not exceed the limits set forth in Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time.

**Section 10. Insurance.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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**Section 11. Waiver of Subrogation.** As long as their respective insurers so permit, LANDLORD and TENANT hereby mutually waive their respective rights of recovery against each other for any insured loss.

**Section 12. Assignment or Subletting.**

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to TENANT subleasing at the Building. TENANT shall require all subtenants, including FDOH, to sign a Memorandum of Understanding (“MOU”) including a provision for the FDOH to agree to all terms of this Lease. To the extent permitted by law, as a state agency governed by Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of FDOH, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extends to and binds the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of the parties.

**Section 13. Subordination and Estoppel Certificates.**

(a) TENANT agrees this Lease and all of TENANT’s rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

**Section 14. Condemnation or Eminent Domain.**

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute, or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

**Section 15. Damages or Destruction.**

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds, shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenable, damaged as a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

**Section 16. Surrender of Leased Premises.**

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD "broom clean" in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT,

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and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 16 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

**Section 17. Termination.** Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

**Section 18. Attorney's Fees.** In the event of a dispute over the terms of this Agreement that results in litigation or of the exercise of any remedy set forth in Section 17 above, the

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Short Term Lease  
A & Z Ventures, LLC / Seminole County for use by FDOH  
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prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

**Section 19. Inspection.** Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

**Section 20. Nonwaiver.** The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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**Section 21. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

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

**Section 23. Successors.** This Lease and the covenants and conditions contained in this Lease inures to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

**Section 24. Entire Agreement.** This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

**Section 25. Further Assurances.** The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

**Section 26. Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2021), the following notice is hereby given to the undersigned TENANT.

**RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

**Section 27. Authority.** TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

**Section 28. Conflict of Interest.**

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2021), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

**Section 29. Consent.** LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

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A & Z Ventures, LLC / Seminole County for use by FDOH  
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**Section 30. Notices.** Any notices pursuant to this Lease must be in writing and will be deemed given:

- (a) Upon actual delivery to a party at the address set forth below.
- (b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

**For LANDLORD:**

A & Z Ventures, LLC  
c/o Dover International Company, Inc., Registered Agent  
1307 S. International Parkway 1091  
Lake Mary, FL 32746

**For TENANT:**

Contracts and Leasing Coordinator  
Facilities Maintenance Division  
Public Works Department  
205 W. County Home Road  
Sanford, FL 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

**Section 31. Headings and Captions.** All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret, or construe any provision of this Lease.

**Section 32. Effective Date.** The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

Short Term Lease  
A & Z Ventures, LLC / Seminole County for use by FDOH  
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IN WITNESS WHEREOF, the parties have executed this Lease for the purposes stated

above.

[Signature]

Witness

Sherry Khan

Print Name

[Signature]

Witness

Susan Acevedo

Print Name

A & Z VENTURES, LLC

By: [Signature]

Print Name: Louis Frantz Joachim

Title: Manager

Date: April 13, 2022

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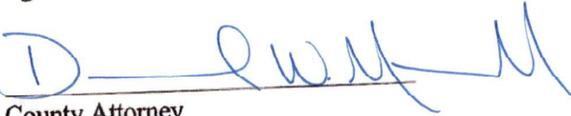


ATTEST

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.



County Attorney

DWM

4/8/22

T:\Users\Legal Secretary CSB\Public Safety\2022\FDOH Lease Reflections Plaza.docx

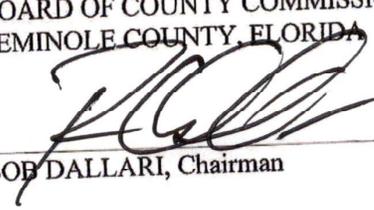
Attachment:

Exhibit A – Floor Plan

Exhibit B – Janitorial Expectations

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:

  
BOB DALLARI, Chairman

Date:

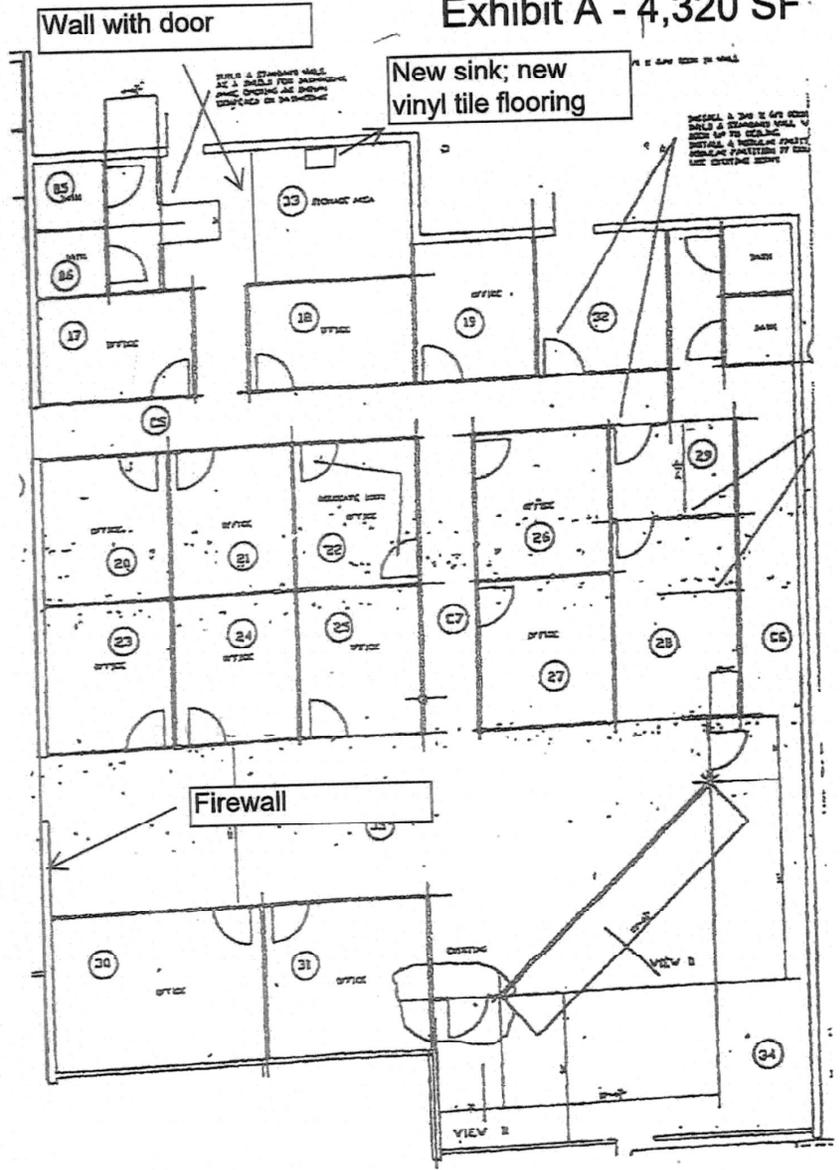
4.26.2022

As authorized for execution by the Board of  
County Commissioners at its April 26  
20 22 regular meeting.

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Exhibit A - 4,320 SF



LEGIBILITY UNSATISFACTORY FOR SCANNING



**Exhibit "B"**

**Janitorial Expectations: Reflections Florida Department of Health**

<b>I.</b>	<b>HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Sweep and mop floors (non-carpet)
2	Dust horizontal surfaces (top and underneath)
3	Empty wastebaskets, replace liners as needed
4	Spot clean wall switches, fire doors, countertops, tables, and partitions
5	Clean and polish drinking fountains
6	Clean entrance mats
7	Clean outside entrances and steps
8	Damp wipe interior elevator walls and handrails
9	Clean metal doors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Dust wall ornaments
2	Clean window ledges
3	Detail sweep/wet mop: behind/under furniture, in corners, along baseboards
4	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Polish wood meeting, desk, table and conference table tops
2	Clean all wood and metal door frames and ledges
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
<b>D.</b>	<b>QUARTERLY SERVICES</b>
1	Clean horizontal and vertical blinds
<b>E.</b>	<b>ANNUAL SERVICES</b>
1	Clean exterior windows
<b>II.</b>	<b>RESTROOMS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
2	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Scrub restroom floors to remove dirt from grout
2	Clean floor drains

**LEGIBILITY UNSATISFACTORY FOR SCANNING**

2/8/2022

Janitorial Expectations 2022.xlsx

**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 04/27/2022 16:10:26 -04:00

eCertified Id: A6BC-8DD3-D7D1

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**LEASE AGREEMENT BETWEEN  
SEMINOLE COUNTY AND A & Z VENTURES, LLC**

**THIS LEASE** is made and entered by and between **A & Z VENTURES, LLC**, a Florida limited liability company, whose address is 1307 S. International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Lease referred to as “**LANDLORD**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Lease referred to as “**TENANT**”.

**WITNESSETH:**

**WHEREAS**, **LANDLORD** is the owner of a certain building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773 (the “**Building**” or “**Reflections Plaza, Suite 534**”); and

**WHEREAS**, **TENANT** desires to lease space at 534 West Lake Mary Boulevard, Sanford, Florida 32773, for use by the Florida Department of Health for Seminole County (“**FDOH**”); and

**WHEREAS**, Section 154.01, Florida Statutes (2023), allows Seminole County to cooperate with the Department of Health to establish and maintain a full-time county health department for the promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations; and

**WHEREAS**, **FDOH** will utilize the **Building** as an **EPI/Investigation Department** for public health-related initiatives.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, **LANDLORD** and **TENANT** agree as follows:

**Section 1. Leased Premises.** **LANDLORD** hereby grants to **TENANT** and **TENANT** hereby accepts from **LANDLORD** the exclusive use and occupancy of approximately 4,320 square feet of the **Building**, which consists of that space more particularly described in the attached Exhibit A and is referred to below as the “**Leased Premises.**”

**Section 2. Term.** The term of this Lease commences July 1, 2024, notwithstanding the date of signature by the parties and runs until June 30, 2026, unless sooner terminated as provided below.

**Section 3. Rental.**

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of FIFTEEN AND 45/100 DOLLARS (\$15.45) per square foot which equates to \$66,744.00 annually or \$5,562.00 a month, for the 4,320 square feet of office space for the term of this Lease. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period. Such rent obligation will cease as of any Early Termination Date as provided in Section 17 below.

(b) Commencing on July 1, 2025 and continuing on each subsequent July 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers - All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more than hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A&Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

**Section 4. Condition of Leased Premises.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT, on behalf of FDOH, accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to their satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

**Section 5. Use of Leased Premises, Common Areas, and Parking.**

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2023), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the

monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris.

**Section 6. Remodeling Improvements and Alterations.** After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except

that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

**Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes.** No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2023), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7.

**Section 8. Maintenance, Utilities, Janitorial Services/Supplies and Life Safety/Security Devices.** LANDLORD is responsible for providing the following services to TENANT during the term of this Lease: all maintenance and repairs needs to the Building and the grounds including HVAC, all utilities including garbage collection and pest control, janitorial services of all areas in the Building Monday to Friday, all janitorial supplies and maintenance/repairs of all life safety and security devices within the premises. Maintenance and janitorial expectations are portrayed in Exhibit B of this Lease.

**Section 9. Indemnification.** Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this

Section 9 may not exceed the monetary and other limits set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise.

**Section 10. Insurance.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Lease, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

**Section 11. Waiver of Subrogation.** As long as their respective insurers so permit, LANDLORD and TENANT hereby mutually waive their respective rights of recovery against each other for any insured loss.

**Section 12. Assignment or Subletting.**

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to TENANT subleasing the Building to FDOH. TENANT shall require all subtenants, including FDOH, to sign a Memorandum of Understanding (“MOU”) including a provision for the FDOH to agree to all terms of this Lease. TENANT shall also promptly provide LANDLORD with a copy of all executed MOUs and any amendments and renewals of them. Subject to the monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of FDOH, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extends to and binds the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of the parties.

**Section 13. Subordination and Estoppel Certificates.**

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

**Section 14. Condemnation or Eminent Domain.**

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers

to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

#### **Section 15. Damages or Destruction.**

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds, shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenable, damaged as

a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

**Section 16. Surrender of Leased Premises.**

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD “broom clean” in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will

vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 16 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

**Section 17. Termination.** Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD or, alternatively TENANT may terminate this Lease at the end of any month in which TENANT provides notice to LANDLORD that funding from the State of Florida for this Lease has ceased (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party

may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

**Section 18. Attorney's Fees.** In the event of a dispute over the terms of this Lease that results in litigation or of the exercise of any remedy set forth in Section 17 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

**Section 19. Inspection.** Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

**Section 20. Nonwaiver.** The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

**Section 21. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

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

**Section 23. Successors.** This Lease and the covenants and conditions contained in this Lease inure to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

**Section 24. Entire Agreement.** This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

**Section 25. Further Assurances.** The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

**Section 26. Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2023),

the following notice is hereby given to the undersigned TENANT.

**RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

**Section 27. Authority.** TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and legally binding obligation on TENANT, enforceable in accordance with its terms.

**Section 28. Conflict of Interest.**

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

**Section 29. Consent.** LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

**Section 30. Notices.** Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

**For LANDLORD:**

A & Z Ventures, LLC  
Dover International Company, Inc., Registered Agent  
1307 S. International Parkway 1091  
Lake Mary, FL 32746



**For TENANT:**

Contracts & Leasing Coordinator  
Seminole County Fleet and Facilities Department  
205 W. County Home Road  
Sanford, FL 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

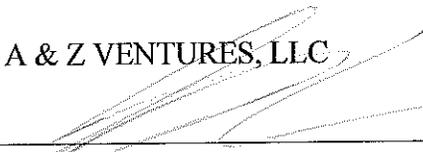
**Section 31. Headings and Captions.** All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

**Section 32. Effective Date.** The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

**IN WITNESS WHEREOF,** the parties have executed this Lease for the purposes stated above.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness  
FRANTZ AVF JOACHIM  
\_\_\_\_\_  
Print Name

A & Z VENTURES, LLC  
By:   
\_\_\_\_\_  
Print Name: Louis Frantz Joachim  
\_\_\_\_\_  
Title: Manager  
\_\_\_\_\_  
Date: May 9, 2024  
\_\_\_\_\_



*[The Balance of this page is left intentionally blank.  
Attestations continued on the following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

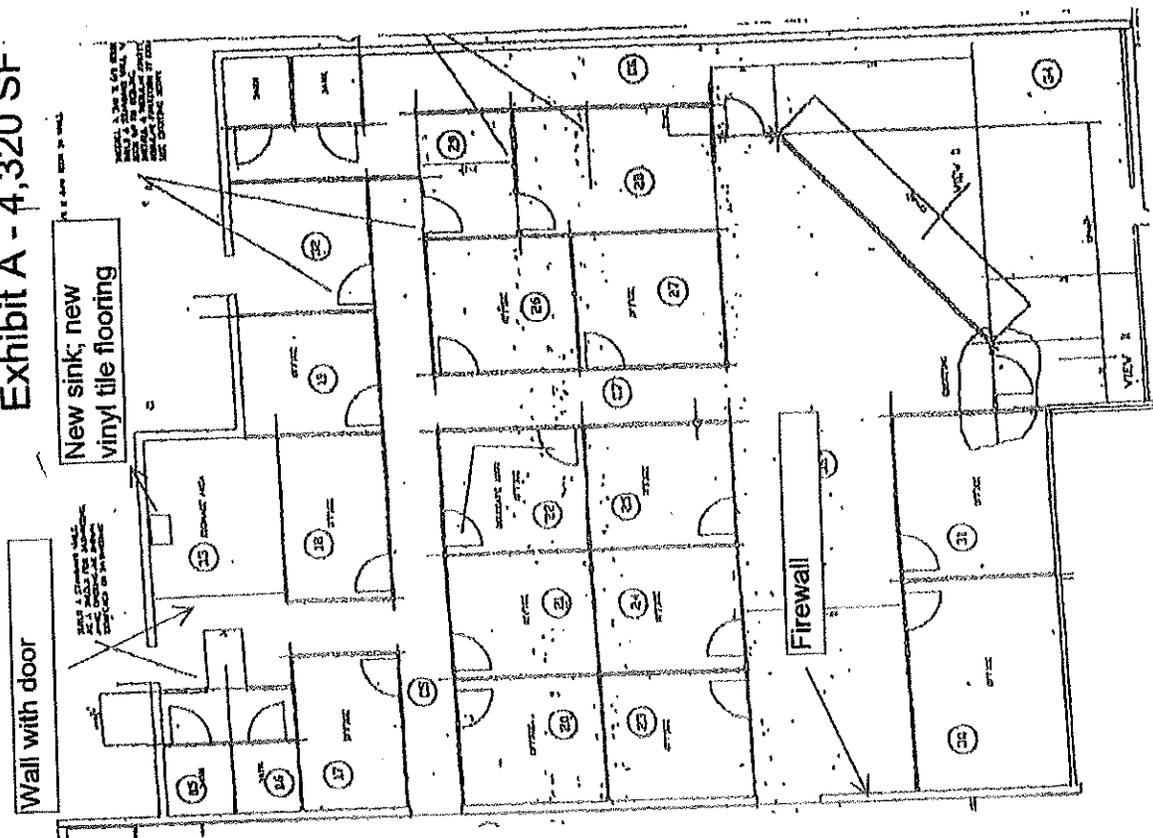
DGS/sfa  
05/01/2024  
T:\Users\Legal Secretary CSB\Public Safety\2024\FDOH Lease Reflections Plaza April (24).docx

Attachment:  
Exhibit A – Floor Plan  
Exhibit B – FDOH Janitorial Expectations



# Exhibit A - 4,320 SF

LEGIBILITY UNSATISFACTORY  
FOR SCANNING



**Exhibit "B"**

**Janitorial Expectations: Reflections Florida Department of Health**

<b>I.</b>	<b>HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Sweep and mop floors (non-carpet)
2	Dust horizontal surfaces (top and underneath)
3	Empty wastebaskets, replace liners as needed
4	Spot clean wall switches, fire doors, countertops, tables, and partitions
5	Clean and polish drinking fountains
6	Clean entrance mats
7	Clean outside entrances and steps
8	Damp wipe interior elevator walls and handrails
9	Clean metal doors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Dust wall ornaments
2	Clean window ledges
3	Detail sweep/wet mop: behind/under furniture, in corners, along baseboards
4	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Polish wood meeting, desk, table and conference table tops
2	Clean all wood and metal door frames and ledges
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
<b>D.</b>	<b>QUARTERLY SERVICES</b>
1	Clean horizontal and vertical blinds
<b>E.</b>	<b>ANNUAL SERVICES</b>
1	Clean exterior windows
2	Shampoo carpet
<b>II.</b>	<b>RESTROOMS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
2	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Scrub restroom floors to remove dirt from grout
2	Clean floor drains

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY AND FLORIDA DEPARTMENT OF HEALTH  
(SEMINOLE COUNTY) FOR USE OF REFLECTIONS BUILDING,  
SUITE 534, FOR ADMINISTRATIVE OFFICE SPACE**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **FLORIDA DEPARTMENT OF HEALTH (SEMINOLE COUNTY)**, whose address is 400 Airport Boulevard, Sanford, Florida 32773, hereinafter referred to as “**FDOH**”.

**WITNESSETH:**

**WHEREAS**, COUNTY previously engaged with Florida Department of Health (“**FDOH**”) to support its public health initiatives; and

**WHEREAS**, it is in the public interest that COUNTY continues to protect against the spread of communicable diseases and the accompanying hazards to human life and property; and

**WHEREAS**, FDOH, through its contact tracing program, assists in decreasing the spread of communicable diseases, promoting health and risk mitigation; and

**WHEREAS**, COUNTY desires to support FDOH in its mitigation efforts against communicable diseases; and

**WHEREAS**, COUNTY has deemed that these programs and services serve a public purpose for the COUNTY and has authorized funding for such a purpose.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained in this MOU by and between the parties and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

**Section 2. Subleased Premises.**

(a) COUNTY hereby grants to FDOH and FDOH does hereby accept from COUNTY the exclusive use and occupancy of 534 West Lake Mary Boulevard, Sanford, Florida 32773, totaling approximately 4,320 square feet (“Reflections Building” or “Subleased Premises”); and

(b) The Subleased Premises consists of that space more particularly described in Exhibit “A” attached to this MOU. It is understood by the parties that the square footage and the specifications as contained in Exhibit “A” are approximate. FDOH accepts Subleased Premises in as is condition.



**Section 3. Effective Date and Term.** The Effective Date of this MOU will be July 1, 2024. The term of this MOU commences July 1, 2024, notwithstanding the date of signature by the parties and runs until June 30, 2026, unless sooner terminated as provided below.

**Section 4. Scope of Work.**

(a) FDOH shall review and comply with all provisions that COUNTY, as tenant, is bound to under the Lease Agreement between COUNTY and A&Z Ventures, LLC, attached to this MOU as Exhibit “B”.

(b) FDOH shall coordinate any maintenance of the Subleased Premises through the COUNTY and LANDLORD of the Subleased Premises.

(c) FDOH will obtain written approval from the COUNTY for any space modifications or improvements. FDOH will be responsible for the cost of any and all space modifications or improvements within the Subleased Premises.

**Section 5. Rental, Monthly Invoices.** COUNTY will send monthly invoices to FDOH for the cost of rental and other costs associated with use of the Subleased Premises. FDOH shall pay rent to COUNTY for the Subleased Premises at a monthly rate of FIVE THOUSAND FIVE HUNDRED AND SIXTY-TWO DOLLARS (\$5,562), payable on or before the first (1st) day of July each calendar month with a ten (10) day grace period. The first rental payment will be due July 1, 2024 and will be payable on or before the first day of each calendar month, with a ten (10) day grace period. Starting July 1, 2025 and continuing on each July 1 thereafter, there will be an annual rent increase based on the CPI index or three percent (3%), whichever is less.

**Section 6. Insurance Requirements.** FDOH shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

**Section 7. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, FDOH must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of services, including those now in effect and hereafter adopted. Any violation of those 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 FDOH as provided for in this Agreement.

**Section 8. Liability and Indemnification.**

(a) Notwithstanding the provisions of the Agreement, the parties acknowledge the FDOH has neither the statutory authority nor legislative appropriation to indemnify and hold any

other party to this contract harmless for losses it may incur as a result of this Agreement. FDOH, a state agency or subdivision as defined in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, for its negligent acts or omissions or intentional tortuous acts or noncompliance and agrees to be liable to the limits sets forth in section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, for any damages proximately caused by these acts or omissions that may result in claims against the COUNTY. Nothing in this MOU may be construed to be a waiver of sovereign immunity by the FDOH to which sovereign immunity applies. Nothing in this MOU may be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) COUNTY will only be responsible for providing the buildings in which FDOH is conducting its business operations. FDOH has no expectation that the COUNTY will provide any medical services, repairs/maintenance, or replacement services.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as a waiver of parties sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes (2023), as that statute may be amended from time to time.

**Section 9. Termination.** Notwithstanding any other provision of this MOU, both parties have the right to terminate this MOU and the sublease under this MOU for convenience upon at least ninety (90) days prior, written notice, or alternatively COUNTY may terminate this MOU at the end of any month in which FDOH provides notice to COUNTY that funding from the State of Florida for this MOU has ceased (the “Early Termination Date”). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its

part to be paid and performed under this MOU for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this MOU, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

**Section 10. Notice.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the persons designated below, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance with this MOU:



**As to COUNTY:**

Director of Emergency Management  
Office of Emergency Management  
150 Eslinger Way  
Sanford, Florida 32773

AND

Contracts & Leasing Coordinator  
Fleet and Facilities Department  
205 West County Home Road  
Sanford, Florida 32773

**As to HEALTH DEPARTMENT:**

Dr. Ethan Johnson  
Florida Department of Health – Seminole County  
400 W Airport Boulevard  
Sanford, FL 32771

**Section 11. Governing Law.** The laws of the State of Florida govern the validity, enforcement and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU. Both parties agree to abide by all federal, state, and local laws that apply to the subject matter of this MOU including, but not limited to The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Section 12. Parties Bound.** This MOU is binding upon and inures to the benefit of FDOH and COUNTY, and their successors and assigns.

**Section 13. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), relating to ethics in government, as this statute may be amended from time to time.

(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 shall have any such interest at any time during the term of this MOU.

(c) Pursuant to Section 216.347, Florida Statutes (2023), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

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

**Section 14. Entire Agreement.**

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

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

**Section 15. Severability.** If any provision of this MOU or the application of it 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 MOU that can be given effect without the invalid provision or application, and to this end the provisions of this MOU are declared severable.

**Section 16. Public Records Law.** Each party acknowledges its obligations under Article I, 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. Each party is required to comply with Article I, 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 MOU and that this statute controls over the terms of this MOU.

**Section 17. Non-Assignability.** FDOH may not assign this MOU without the consent of the COUNTY.

**Section 18. Future Agreement.** Unless otherwise mutually agreed by the parties, any future agreement between the parties implementing this MOU must include the rights and obligations set forth in this MOU.

**Section 19. Authority to Sign.** Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute this MOU.

**Section 20. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU and may not be used to define, describe, interpret, or construe any provision of this MOU.

**Section 21. Effective Date.** The Effective Date of this MOU will be the date when the last party has properly executed this MOU 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 MOU for the purposes stated herein.

ATTEST:

FLORIDA DEPARTMENT OF HEALTH,  
SEMINOLE COUNTY

Carmen G. Pearman

Witness



Ethan Johnson

DR. ETHAN JOHNSON  
Health Officer

Carmen G. Pearman

Print Name

5/3/24

Date

Mirna Chamorro

Witness

Mirna Chamorro

Print Name

*[Balance of this page intentionally blank; signatory page continues on Page 9]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.  
For the use and reliance  
of Seminole County only.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board  
of County Commissioners at their  
\_\_\_\_\_, 20\_\_ regular meeting.

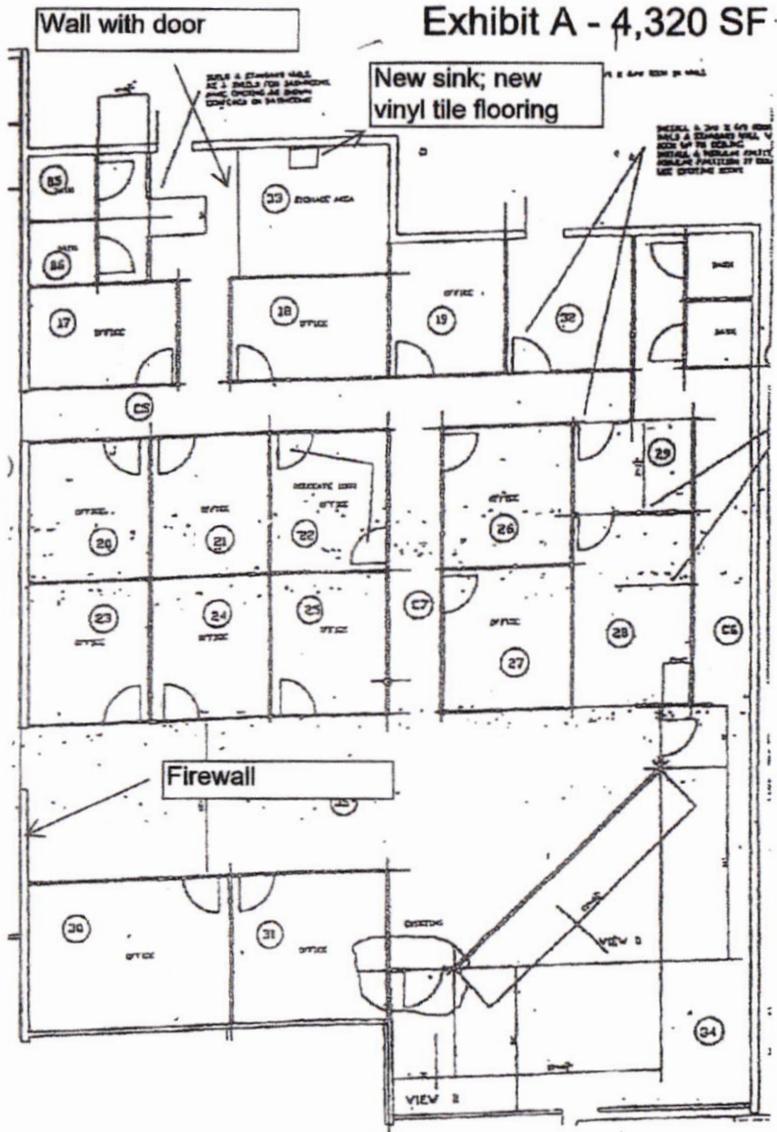
Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Exhibit A – Reflections Building Site  
Exhibit B – Lease Agreement Seminole and A & Z Ventures, LLC



DGS\sf  
05/02/2024  
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LEGIBILITY UNSATISFACTORY  
FOR SCANNING

**Exhibit "B"**  
**Janitorial Expectations: Reflections Florida Department of Health**

<b>I.</b>	<b>HALLWAYS, OFFICES, WORK AREAS, MEETING/CONFERENCE ROOMS, STAIRWELLS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Sweep and mop floors (non-carpet)
2	Dust horizontal surfaces (top and underneath)
3	Empty wastebaskets, replace liners as needed
4	Spot clean wall switches, fire doors, countertops, tables, and partitions
5	Clean and polish drinking fountains
6	Clean entrance mats
7	Clean outside entrances and steps
8	Damp wipe interior elevator walls and handrails
9	Clean metal doors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Dust wall ornaments
2	Clean window ledges
3	Detail sweep/wet mop: behind/under furniture, in corners, along baseboards
4	Polish bright metal surfaces, chairs and table legs
5	Damp wipe tops and other surfaces
6	Wipe plastic and leather furniture
7	Clean door frames and elevator thresholds
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Polish wood meeting, desk, table and conference table tops
2	Clean all wood and metal door frames and ledges
3	Vacuum all upholstered furniture
4	Vacuum or brush all HVAC vents
5	Clean window ledges
6	Dust all vertical furniture surfaces
<b>D.</b>	<b>QUARTERLY SERVICES</b>
1	Clean horizontal and vertical blinds
<b>E.</b>	<b>ANNUAL SERVICES</b>
1	Clean exterior windows
2	Shampoo carpet
<b>II.</b>	<b>RESTROOMS</b>
<b>A.</b>	<b>DAILY SERVICES</b>
1	Replace wastebaskets, wipe stains/spills, replace liners as needed
2	Spot clean wall surfaces, stall partitions, and doors
3	Clean mirrors
4	Clean and sanitize urinals and toilets
5	Clean and sanitize basins, faucets, handles and countertops
6	Clean, sanitize, restock all dispensers
7	Sweep and wet mop floors
<b>B.</b>	<b>WEEKLY SERVICES</b>
1	Wash and disinfect interior walls
2	Wipe clean window ledges
3	De-scale toilets, urinals, and faucets, if necessary
4	Clean and polish hardware and pipes
5	Clean exhaust fans and air returns
<b>C.</b>	<b>MONTHLY SERVICES</b>
1	Scrub restroom floors to remove dirt from grout
2	Clean floor drains

## EXHIBIT B

### LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND A & Z VENTURES, LLC

**THIS LEASE** is made and entered by and between **A & Z VENTURES, LLC**, a Florida limited liability company, whose address is 1307 S. International Parkway, Suite 1091, Lake Mary, Florida 32746, in this Lease referred to as “**LANDLORD**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Lease referred to as “**TENANT**”.

#### WITNESSETH:

**WHEREAS**, **LANDLORD** is the owner of a certain building located at 534 West Lake Mary Boulevard, Sanford, Florida 32773 (the “**Building**” or “**Reflections Plaza, Suite 534**”); and

**WHEREAS**, **TENANT** desires to lease space at 534 West Lake Mary Boulevard, Sanford, Florida 32773, for use by the Florida Department of Health for Seminole County (“**FDOH**”); and

**WHEREAS**, Section 154.01, Florida Statutes (2023), allows Seminole County to cooperate with the Department of Health to establish and maintain a full-time county health department for the promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations; and

**WHEREAS**, **FDOH** will utilize the **Building** as an EPI/Investigation Department for public health-related initiatives.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements contained in this Lease, **LANDLORD** and **TENANT** agree as follows:

**Section 1. Leased Premises.** **LANDLORD** hereby grants to **TENANT** and **TENANT** hereby accepts from **LANDLORD** the exclusive use and occupancy of approximately 4,320 square feet of the **Building**, which consists of that space more particularly described in the attached Exhibit A and is referred to below as the “**Leased Premises.**”

**Section 2. Term.** The term of this Lease commences July 1, 2024, notwithstanding the date of signature by the parties and runs until June 30, 2026, unless sooner terminated as provided below.

**Section 3. Rental.**

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 above at an initial annual rate of FIFTEEN AND 45/100 DOLLARS (\$15.45) per square foot which equates to \$66,744.00 annually or \$5,562.00 a month, for the 4,320 square feet of office space for the term of this Lease. This annual rent is payable in equal monthly installments on or before the first (1st) day of each calendar month for that calendar month, with a ten (10) day grace period. Such rent obligation will cease as of any Early Termination Date as provided in Section 17 below.

(b) Commencing on July 1, 2025 and continuing on each subsequent July 1 during the term of this Lease, the rent will be increased annually by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers - All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent will be calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year, except that such upward adjustment is limited to no more than hundred three percent (103%) of the rent for the immediately preceding year. It will be TENANT's responsibility to timely perform such adjustments and give written notice of the adjusted rent to LANDLORD.

(c) TENANT shall make Lease payments to A&Z Ventures, LLC, c/o Dover International Company, Inc., Registered Agent, 1307 South International Parkway, Suite 1091, Lake Mary, Florida 32746.

**Section 4. Condition of Leased Premises.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES. TENANT, on behalf of FDOH, accepts the Leased Premises in their existing condition, and acknowledges that it has inspected the Leased Premises to their satisfaction. TENANT agrees and acknowledges that LANDLORD did not construct the Leased Premises and acquired title to the Leased Premises only after the Leased Premises were completed.

**Section 5. Use of Leased Premises, Common Areas, and Parking.**

(a) TENANT may occupy the Leased Premises upon the commencement of the term. At all times, TENANT shall conduct its business in a reputable manner and in accordance with law and shall not conduct its business within the Leased Premises contrary to any law, statute, regulation, or ordinance. TENANT shall use the Leased Premises solely for the purpose of general business offices.

(b) LANDLORD has not made any representation or warranty as to the suitability of the Leased Premises for the conduct of TENANT's business. TENANT shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

(c) As long as this Lease remains in effect, that the Leased Premises will NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* (2023), and as those terms are defined in any applicable state or local laws, or regulations. Subject to the

monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT shall fully indemnify and hold harmless LANDLORD against any and all claims and losses resulting from a breach of this Section 5(c). This obligation to indemnify will survive the payment of all rents and the termination of this Lease.

(d) All common areas and common facilities in or about the Leased Premises and the building are subject to the exclusive control and management of LANDLORD. LANDLORD has the right to construct, maintain, and operate lighting and other improvements on these areas and to change the area, level, location, and arrangement for parking areas and other facilities and to close the parking areas temporarily to effect such changes.

(e) LANDLORD shall permit TENANT and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. TENANT shall abide by any parking space assignments designated by LANDLORD and take such reasonable steps as may be necessary to ensure that TENANT's invitees abide by such parking space assignments. LANDLORD shall properly operate and maintain the parking area and all entrances, exits, driveways and walkways, keeping them in a commercially reasonable condition and state of repair. LANDLORD's operation and maintenance will include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris.

**Section 6. Remodeling Improvements and Alterations.** After occupancy of the Leased Premises by the TENANT, the LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires at its own expense in the Leased Premises, except

that TENANT shall not make any structural change that will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

**Section 7. Construction Liens Do Not Attach Pursuant to Florida Statutes.** No construction liens may be placed against LANDLORD's title in the Leased Premises for or on account of the construction of any improvement upon the Leased Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with or employed by TENANT. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties to expressly prohibit any such lien against LANDLORD's title or interest by the use of this language as and in the manner contemplated by Section 713.10, Florida Statutes (2023), as this statute may be amended from time to time. TENANT shall promptly notify any contractor making any improvements to the Leased Premises of the provisions of this Section 7.



**Section 8. Maintenance, Utilities, Janitorial Services/Supplies and Life Safety/Security Devices.** LANDLORD is responsible for providing the following services to TENANT during the term of this Lease: all maintenance and repairs needs to the Building and the grounds including HVAC, all utilities including garbage collection and pest control, janitorial services of all areas in the Building Monday to Friday, all janitorial supplies and maintenance/repairs of all life safety and security devices within the premises. Maintenance and janitorial expectations are portrayed in Exhibit B of this Lease.

**Section 9. Indemnification.** Each party shall indemnify and hold the other party harmless from any and all loss, expense, damage, or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of the negligence or fault of the indemnifying party, its agents or employees, except that any liability of TENANT under this

Section 9 may not exceed the monetary and other limits set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise.

**Section 10. Insurance.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Lease, whether by maintenance of one or more appropriate policies or coverages or through a self-insurance program.

**Section 11. Waiver of Subrogation.** As long as their respective insurers so permit, LANDLORD and TENANT hereby mutually waive their respective rights of recovery against each other for any insured loss.

**Section 12. Assignment or Subletting.**

(a) TENANT shall not assign or sublet the Leased Premises, or any part of it, without first obtaining the written consent of LANDLORD. LANDLORD acknowledges and consents to TENANT subleasing the Building to FDOH. TENANT shall require all subtenants, including FDOH, to sign a Memorandum of Understanding (“MOU”) including a provision for the FDOH to agree to all terms of this Lease. TENANT shall also promptly provide LANDLORD with a copy of all executed MOUs and any amendments and renewals of them. Subject to the monetary and other limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, which limitations are deemed to apply to this Lease regardless of whether the nature of the liability is based on tort, contract or otherwise, TENANT hereby indemnifies and holds LANDLORD harmless from all acts or omissions of FDOH, any other subtenants, and their employees and contractors. No subletting by TENANT will affect the obligations of TENANT under this Lease.

(b) All rights, obligations, and liabilities in this Lease given to or imposed upon the respective parties to this Lease extends to and binds the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of the parties.

**Section 13. Subordination and Estoppel Certificates.**

(a) TENANT agrees this Lease and all of TENANT's rights under this Lease are and will remain subordinate to the lien of any mortgage currently encumbering the Leased Premises or which may subsequently be placed on the Leased Premises by LANDLORD.

(b) Within ten (10) days after written request from LANDLORD, TENANT shall execute and deliver to LANDLORD an estoppel certificate acknowledging the following:

(1) This Lease is unmodified and in full force and effect (or if modified, the extent of such modifications).

(2) The dates, if any, to which rent payable under this Lease has been paid, including any advance payments intended as security under this Lease.

(3) The fact that no notice has been received by TENANT of any default that has not been cured, except as to defaults set forth in this certificate.

(4) The fact that no rights of first refusal or options to purchase have been exercised.

(5) The dates of commencement and termination of the Lease term, including any extensions of the Lease term and whether or not options to purchase have been exercised.

**Section 14. Condemnation or Eminent Domain.**

(a) If at any time during the Lease Term, the whole or any part of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, LANDLORD will be entitled to and will receive any and all compensation that may be made in such proceeding. TENANT hereby assigns and transfers

to LANDLORD any and all such compensation that may be made to TENANT, except for compensation for trade fixtures owned by TENANT.

(b) TENANT will not be entitled to any payment, except as otherwise provided in this Lease, based, *inter alia*, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Leased Premises or their use otherwise.

(c) If a condemnation or eminent domain proceeding results in the taking of the whole or substantially all of the Leased Premises, then this Lease and its term will terminate and expire on the date of this taking, and the rent and other sums or charges provided in this Lease to be paid by TENANT will be apportioned and paid to the date of this taking.

(d) If a condemnation or eminent domain proceeding results in the taking of less than the whole or substantially all of the Leased Premises, then this Lease will continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

(e) For the purposes of this Section, substantially all of the Leased Premises will be deemed to have been taken if the portion of the Leased Premises not taken does not constitute or cannot be repaired or reconstructed in a manner to constitute, a structure and plot useful by TENANT as an entirety for the proper conduct of its activities substantially as they existed prior to the taking.

**Section 15. Damages or Destruction.**

(a) If the Leased Premises are partially damaged by any casualty insurable under the insurance policy provided by TENANT, LANDLORD, upon receipt of the insurance proceeds, shall repair such damage (except for improvements or alterations made by TENANT after the date of this Lease, and for TENANT's trade fixtures and equipment), and the rent will be abated proportionately as to that portion of the Leased Premises rendered untenable. If that portion of the Leased Premises by reason of such occurrence are rendered wholly untenable, damaged as

a result of a risk that is not covered by insurance, or damaged to the extent that the cost to repair the Leased Premises would exceed thirty percent (30%) of the value of the Leased Premises at the time of the damage, then LANDLORD either may elect to repair the damage or cancel this Lease by notice of cancellation within sixty (60) days after this event. In such event, this Lease will expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD. In the event LANDLORD elects to repair any damage, any abatement of rent will end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, or concessionaires and is not covered by insurance, there will be no abatement of rent.

(b) In the event that the damage to the Leased Premises may reasonably be expected to take longer than forty-five (45) days to repair, TENANT may terminate this Lease by notice of termination served within thirty (30) days after the date of this damage and upon such notice this Lease will terminate, and TENANT shall vacate and surrender the Leased Premises to LANDLORD.

**Section 16. Surrender of Leased Premises.**

(a) Upon expiration of the term or upon the earlier termination of this Lease, TENANT shall peaceably and quietly surrender and deliver the Leased Premises to LANDLORD “broom clean” in good order, condition, and repair (except for reasonable wear and tear and for damage by fire or other casualty if the termination is pursuant to Section 17), and free and clear of liens and encumbrances.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Lease, whichever occurs first, TENANT shall not remove any improvements, installations, fixtures (except signs that can be removed by TENANT, as provided below), equipment, alterations, and additions, whether originally placed in the Leased Premises by TENANT. Title to these items will

vest in LANDLORD without further act of either party except, if requested by LANDLORD, TENANT shall remove any such items at TENANT's expense within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease from the Leased Premises. TENANT shall also promptly repair any damage to the Leased Premises resulting from such removal of items at TENANT's expense. If TENANT does not remove the items following LANDLORD's request to do so, LANDLORD may remove them for the account of TENANT, and TENANT shall promptly reimburse LANDLORD for the cost of the removal as additional rent upon demand.

(c) All trade fixtures placed in the Leased Premises by TENANT, all personal property of TENANT, and all signs installed by TENANT are and will remain the property of TENANT and must be removed by TENANT upon the expiration of the term or earlier termination of this Lease, provided that TENANT is not then in default under this Lease. TENANT, at its expense, shall promptly repair any damage to the Leased Premises resulting from the removal. Any trade fixtures, personal property, or signs not removed by TENANT under this Section 16 on or before the expiration of the term or earlier termination of this Lease may, at the option of LANDLORD, become the property of LANDLORD at LANDLORD's option. Title to these items will automatically vest in the LANDLORD without further act of either party.

**Section 17. Termination.** Notwithstanding any other provision of this Lease, TENANT has the right to terminate this Lease for convenience upon at least ninety (90) days prior, written notice to the LANDLORD or, alternatively TENANT may terminate this Lease at the end of any month in which TENANT provides notice to LANDLORD that funding from the State of Florida for this Lease has ceased (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed under this Lease for the period up to the Early Termination Date. Each party

may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

**Section 18. Attorney's Fees.** In the event of a dispute over the terms of this Lease that results in litigation or of the exercise of any remedy set forth in Section 17 above, the prevailing party will be entitled to recover all of its costs including reasonable attorney's fees at the trial and appellate level from the other party.

**Section 19. Inspection.** Notwithstanding any other provision of this Lease, LANDLORD acknowledges that TENANT will maintain confidential documents and information in the Leased Premises to which LANDLORD and other parties cannot have access except as permitted by law. In all inspections conducted by LANDLORD of the Leased Premises, LANDLORD shall cooperate fully with TENANT concerning TENANT carrying out its obligation to ensure that all of TENANT's confidential documents and information are kept secure. Subject to the foregoing provisions of this Section, TENANT shall permit LANDLORD, its agents, employees, and contractors to enter all rooms of the Leased Premises as reasonably necessary to inspect them and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to TENANT. LANDLORD may have immediate access to the Leased Premises in case of an emergency. LANDLORD shall notify TENANT as soon as possible after any such emergency entry. TENANT shall provide LANDLORD with keys to all rooms within the Leased Premises, but not to any locked cabinets. LANDLORD may actively advertise the Building, including the Leased Premises. LANDLORD reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

**Section 20. Nonwaiver.** The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option in this Lease conferred in any one or more instances may not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations, and options, which will remain in full force and effect.

**Section 21. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease. The sole jurisdiction and venue for any legal action in connection with this Lease will be in the courts of Seminole County, Florida.

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

**Section 23. Successors.** This Lease and the covenants and conditions contained in this Lease inure to the benefit of and are binding upon LANDLORD, its successors and assigns, and are binding upon TENANT, its successors and assigns, and inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

**Section 24. Entire Agreement.** This Lease contains the entire agreement of the parties, both written and oral, and may not be amended, altered or otherwise modified except in writing signed by the parties.

**Section 25. Further Assurances.** The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

**Section 26. Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2023),

the following notice is hereby given to the undersigned TENANT.

**RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

The undersigned TENANT hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

**Section 27. Authority.** TENANT hereby covenants and warrants that: (i) TENANT is a duly authorized and existing political subdivision of the State of Florida; (ii) TENANT is qualified to do business in the State of Florida; (iii) TENANT has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the TENANT is authorized to do so; and (v) this Lease constitutes a valid and  legally binding obligation on TENANT, enforceable in accordance with its terms.

**Section 28. Conflict of Interest.**

(a) LANDLORD shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Lease with TENANT or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), relating to ethics in government, as this statute may be amended from time to time.

(b) LANDLORD hereby certifies that no officer, agent, or employee of TENANT has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended time from time) either directly or indirectly in the business of LANDLORD to be conducted under this Lease, and that no such person will have any such interest at any time during the term of this Lease.

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

**Section 29. Consent.** LANDLORD and TENANT each covenant and agree that in all instances where a party's consent or approval is required pursuant to the terms of this Lease, such party shall not unreasonably withhold, condition, delay, or deny such consent or approval.

**Section 30. Notices.** Any notices pursuant to this Lease must be in writing and will be deemed given:

(a) Upon actual delivery to a party at the address set forth below.

(b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

**For LANDLORD:**

A & Z Ventures, LLC  
Dover International Company, Inc., Registered Agent  
1307 S. International Parkway 1091  
Lake Mary, FL 32746



**For TENANT:**

Contracts & Leasing Coordinator  
Seminole County Fleet and Facilities Department  
205 W. County Home Road  
Sanford, FL 32773

Either party may change the addresses or persons set forth for receipt of notices by providing written notice as provided for in this Lease.

**Section 31. Headings and Captions.** All headings and captions contained in this Lease are provided for convenience only, do not constitute a part of this Lease and may not be used to define, describe, interpret or construe any provision of this Lease.

**Section 32. Effective Date.** The Effective Date of this Lease will be the date when the last party has properly executed this Lease as determined by the date set forth immediately below the respective signatures of the parties.

**IN WITNESS WHEREOF,** the parties have executed this Lease for the purposes stated above.

A & Z VENTURES, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_



*[The Balance of this page is left intentionally blank.  
Attestations continued on the following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

DGS/sfa  
05/01/2024

T:\Users\Legal Secretary CSB\Public Safety\2024\FDOH Lease Reflections Plaza April (24).docx

Attachment:

- Exhibit A – Floor Plan
- Exhibit B – FDOH Janitorial Expectations



**EXHIBIT A – Reflections Building Site**



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.  
For the use and reliance  
of Seminole County only.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board  
of County Commissioners at their  
\_\_\_\_\_, 20\_\_ regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Exhibit A – Reflections Building Site  
Exhibit B – Lease Agreement Seminole and A & Z Ventures, LLC



DGS\sfa  
05/02/2024  
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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0716**

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**Title:**

BAR 24-061; Approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) in the amount of \$600,000 through Property and Liability Fund reserves to provide additional funding for Property and Liability claims. Countywide (**Timothy Jecks, Management & Budget Director**)  
Requesting Department - Resource Management

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Jennifer Stevens/407-665-7164

**Background:**

The adopted budget used to pay property and liability claims is set each year based on an actuarial analysis. The budget net of excess recovery is usually set based on a 50% to 75% confidence level of the central estimate. This analysis helps establish stable budget levels that are sufficient most years, with additional funds held in reserves to cover when actual expenses are more than the budget. Current year claims costs are higher than anticipated due to legal defense and other settlements. Reserves are in place and sufficient for this transfer. The attached BAR will transfer \$600,000 from Property and Liability Fund reserves, which are currently budgeted at \$3.4M.

**Requested Action:**

Staff requests that the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #24-061 in the amount of \$600,000 through Property and Liability Fund reserves to provide additional funding for Property and Liability claims.

2024-R-

# BUDGET AMENDMENT REQUEST

BAR# 24-061

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: RESOURCE MANAGEMENT/RISK MANAGEMENT  
Fund(s): PROPERTY & LIABILITY

RM Recommendation	
J. Stevens	5/16/2024
Budget Analyst	Date
Budget Director	Date
RM Director	Date

**PURPOSE:**

Appropriate additional funds for property and liability claims.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								-
Expenditure	50100	010504	530451		BOCC INSURANCE CLAIMS		4519999901	600,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
<b>Expenditure Sub-Total</b>								<u>600,000.00</u>
Reserve	50100	999920	599998		RESERVE FOR CONTINGENCIES		9989999901	(600,000.00)
Reserve								
<b>Reserve Sub-Total</b>								<u>(600,000.00)</u>
<b>Total Uses</b>								<u>-</u>

### BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:

\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

Entered by the Management and Budget Office

\_\_\_\_\_ Date: \_\_\_\_\_

Posted by the County Comptroller's Office

\_\_\_\_\_ Date: \_\_\_\_\_

FUND	FY24	FY24	FY24
	CURRENT BUDGET	ACTUALS	AVAILABLE NO ENCUMB
<b>50100 PROPERTY LIABILITY FUND</b>			
<b>010504 PROPERTY &amp; LIABILITY INSURANCE</b>			
	356,336	(15,901)	372,236
1019999909 COUNTY PROTECT INFORMATION	2,106	-	2,106
1019999910 COUNTY SOLUTIONS DELIVERY	1,972	-	1,972
3100106101 ACTUARIAL SRVS - PROPERTY/LIAB	5,000	5,000	-
3100106102 RISK MGMT INFO SYSTEM - 50100	62,500	-	62,500
3100106304 LEGAL SVCS RISK MGMT	250,000	61,455	188,545
3400105041 TPA PERFORMANCE REVIEW	14,000	2,695	11,305
3400105051 PHYSICAL EXAMS FOR CDL	5,000	-	5,000
3400105101 RECORDS RETENTION - SERVICES	314	-	314
3400106101 DRIVING RECORDS CHECK	15,000	7,531	7,469
3400106102 DRUG/ALCOHOL TESTING (CDL)	6,000	2,161	3,839
3400106103 INDOOR AIR QUALITY TEST/SAMPLE	2,500	-	2,500
3400106104 P&L THIRD PARTY CLAIM ADMIN	37,500	20,417	17,083
4009999901 TRAVEL & PER DIEM	125	-	125
4500106101 BOILER & MACHINERY INS POLICY	17,500	16,894	606
4500106102 CASUALTY PACKAGE INS POLICY	500,000	501,604	(1,604)
4500106103 E-COM (CYBER) INS POLICY	90,000	60,000	30,000
4500106104 FLOOD INSURANCE POLICY	3,200	3,654	(454)
4500106105 PROPERTY INSURANCE POLICIES	2,500,000	1,719,230	780,770
4500106107 STORAGE TANK LIABILITY POLICY	55,000	50,209	4,791
4500106108 TERRORISM INSURANCE	30,250	34,250	(4,000)
4500106305 AVIATION INSURANCE	9,800	9,597	203
4510106101 ENTERPRISE CLAIMS	-	3,484	(3,484)
4510106303 FIREFIGHTER CANCER BENEFIT CLM	100,000	51,184	48,817
4519999906 PROP & LIAB CLAIMS	800,000	776,933	23,067
5109999901 OFFICE SUPPLIES	1,500	1,410	90
5200106101 TRAINING FILMS	2,000	-	2,000
5209999902 SAFETY EQUIPMENT	2,500	-	2,500
5211405301 NETWORK EQUIPMENT	61	-	61
5221404802 MS ENTERPRISE AGREEMENT	936	-	936
5221404804 ORACLE/JD EDWARDS ANNUAL MAINT	504	-	504
5229999909 TABLETS	-	225	(225)
5229999923 JDE REPORTING SOFTWARE	21	-	21
5409999902 MEMBERSHIP	500	906	(406)
5409999903 SUBSCRIPTION	1,225	-	1,225
5509999901 TRAINING REGISTRATION	2,500	40	2,460
6421103401 CAPITAL NETWORK EQUIPMENT	398	-	398
COUNTY CELL SERVICES COUNTY CELL SERVICES	1,359	-	1,359
COUNTY DESKTOP OVERHEAD COUNTY DESKTOP OVERHE	2,226	-	2,226
COUNTY DEVELOPER SUPPORT COUNTY DEVELOPER SUPP	3,174	-	3,174
COUNTY FLEET MAINTENANCE COUNTY FLEET MAINTENA	846	-	846
COUNTY FLEET OVERHEAD COUNTY FLEET OVERHEAD	1,473	-	1,473

COUNTY FUEL COUNTY FUEL	818	-	818
COUNTY HAAS LEASE COUNTY HAAS LEASE	940	-	940
COUNTY IS NETWORK COUNTY IS NETWORK	1,767	-	1,767
COUNTY POSTAGE COUNTY POSTAGE	4,720	-	4,720
COUNTY PRINT CHARGES COUNTY PRINT CHARGES	41	-	41
COUNTY TELEPHONE OVERHEAD COUNTY TELEPHONE OV	1,075	-	1,075
COUNTY TELEPHONE SERVICE COUNTY TELEPHONE SERVI	379	-	379
PRINT SHOP OVERHEAD PRINT SHOP OVERHEAD	30	-	30
<b>010504 PROPERTY &amp; LIABILITY INSURANCE Total</b>	<b>4,895,095</b>	<b>3,312,977</b>	<b>1,582,118</b>
<b>999920 RESERVES - 50100</b>			
9959999901 RESERVE-RISK MGMT (ACT REQ)	1,791,902	-	1,791,902
9989999901 RESERVE-CONTINGENCIES	1,637,768	-	1,637,768
<b>999920 RESERVES - 50100 Total</b>	<b>3,429,670</b>	<b>-</b>	<b>3,429,670</b>
<b>50100 PROPERTY LIABILITY FUND Total</b>	<b>8,324,764</b>	<b>3,312,977</b>	<b>5,011,788</b>
<b>Grand Total</b>	<b>8,324,764</b>	<b>3,312,977</b>	<b>5,011,788</b>



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0750**

**Title:**

BAR 24-062; Approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) in the 2014 Infrastructure Sales Tax Fund to transfer \$256,388 of available budget for projects at CR 427 Streetscapes and Longwood Bike Pedestrian Improvements; and to transfer \$318,612 to fund reserves. District4; Lockhart (**Timothy Jecks, Management & Budget Director**)  
Requesting Department - Public Works

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Sara Carrick/407-665-7180

**Background:**

The CR 427 Context Sensitive Streetscapes Project (CIP#01785154) and the Longwood Bike Pedestrian Improvements (CIP#01785148) are infrastructure sales tax projects that were identified in Exhibit B and Exhibit C of the 2014 Infrastructure Sales Tax Interlocal Agreement as joint city/county projects. The City of Longwood is requesting reimbursement from the County on design costs related to both projects. The CR 427 Context Sensitive Streetscapes Project was constructed by FDOT and the Longwood Bike Pedestrian Improvement Project was constructed by the City.

The attached BAR will allocate funding for design from the Main Street Sidewalk Project (CIP#01785407). This project will be cancelled as the scope of work is included in the Midway Drainage Improvement Project. The remaining funds left in this project after this transfer will be returned to 2014 Infrastructure Sales Tax fund reserves. Current reserves are budgeted at \$11.8M.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution

implementing a Budget Amendment Request (BAR) in the 2014 Infrastructure Sales Tax Fund to transfer \$256,388 of available budget for projects at CR 427 Streetscapes and Longwood Bike Pedestrian Improvements; and to transfer \$318,612 to fund reserves.

2024-R-

# BUDGET AMENDMENT REQUEST

BAR# 24-062

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY  
Fund(s): 2014 INFRASTRUCTURE SALES TAX

RM Recommendation	
<b>S.CARRICK</b>	
Budget Analyst	Date
Budget Director	Date
RM Director	Date

**PURPOSE:**

TO PROVIDE FUNDING FOR AN INTERLOCAL AGREEMENT FOR THE CITY OF LONGWOOD-CR427 CONTEXT SENSITIVE/STREETSCAPE & LONGWOOD BIKE PEDESTRIAN IMPROVEMENTS. FUNDING AVAILABLE FROM MAIN ST SIDEWALK PROJECT. RETRUN REMAINING FUNDS FROM THIS PROJECT TO RESERVES.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								<b>-</b>
Expenditure	11560	01785154	580813		AID TO GOVERNMENT AGENCIES - DESIGN		8139999901	87,344.00
Expenditure	11560	01785148	580813		AID TO GOVERNMENT AGENCIES - DESIGN		8139999901	169,044.00
Expenditure	11560	01785407	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(430,000.00)
Expenditure	11560	01785407	560610	00001	LAND		6109999901	(25,000.00)
Expenditure	11560	01785407	560652	00001	CEI SERVICES		6529999901	(60,000.00)
Expenditure	11560	01785407	560680	00001	DESIGN		6809999901	(60,000.00)
Expenditure								
<b>Expenditure Sub-Total</b>								<b>(318,612.00)</b>
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROVE		9949999901	318,612.00
Reserve								
<b>Reserve Sub-Total</b>								<b>318,612.00</b>
<b>Total Uses</b>								<b>-</b>

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:  
\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Management and Budget Office

\_\_\_\_\_  
Date: \_\_\_\_\_

Posted by the County Comptroller's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

**COST TABLE - BAR 24-062**  
**CITY OF LONGWOOD INTERLOCAL AGREEMENT**  
**(CIP's #01785154, 01785148, 01785407)**

<b>BUDGET DETAILS</b>	CR 427 CONTEXT SENSITIVE/STREETSCAPE (CIP #01785154)	LONGWOOD BIKE PED IMPROVEMENTS (CIP #01785148)	MAIN ST SIDEWALK (CIP#01785407)	TOTAL
PRIOR YEAR EXPENDITURES	-	96,243	-	96,243
				-
FY24 CURRENT EXPENSES/ENCUMB	-	-		-
FY24 CURRENT BUDGET			575,000	575,000
AVAILABLE FUNDING	-	-		-
				-
				-
<b>PROPOSED BAR 24-062</b>	<b>87,344</b>	<b>169,044</b>	<b>(256,388)</b>	-
AMENDED FY24 AVAILABLE	87,344	169,044	(256,388)	-
<b>TOTAL LIFETIME PROJECT COST</b>	<b>87,344</b>	<b>265,287</b>	<b>318,612</b>	<b>671,243</b>

\* THE REMAINING \$318,612 WILL BE RETURNED TO 2014 INFRASTRUCTURE SALES TAX RESERVES



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0656**

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**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-806 for a drainage easement necessary for the Midway Drainage Improvement Project (240± SF) between Beverly A. Williams and Seminole County for \$6,620.00, 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. 1-806) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Beverly A. Williams / Tax ID No. 32-19-31-510-0000-0090) of the property located at 3000 Dixon Avenue on the north side of Dixon Avenue, approximately 230± feet (0.04 miles) west of Sipes Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$6,620.00, 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 \$3,600.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$6,620.00, which was accepted by the owner, inclusive of all fees and costs.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-806 for a drainage easement necessary for the Midway Drainage Improvement Project (240± SF) between Beverly A. Williams and Seminole County for \$6,620.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



E 20 T H S T

H U G H E Y S T



D I X O N A V E

S I L P E S T

E 2 1 S T S T



**Midway Drainage Improvement Project**  
**Parcel 1-806**  
**Beverly A. Williams**  
**32-19-31-510-0000-0090**



1 inch = 122 feet

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between BEVERLY A. WILLIAMS, whose address is 3000 Dixon Avenue, 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: 32-19-31-510-0000-0090

**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 SIX THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$6,620.00). 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.

(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:**

  
\_\_\_\_\_  
Witness

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

James Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
BEVERLY A. WILLIAMS

4/3/24  
\_\_\_\_\_  
Date



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

Road Project: Midway Drainage Improvement Project - Parcel 1- 806  
Parcel Address: 3000 Dixon Avenue, Sanford, Florida 32771  
Owner Name: Beverly A. Williams

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

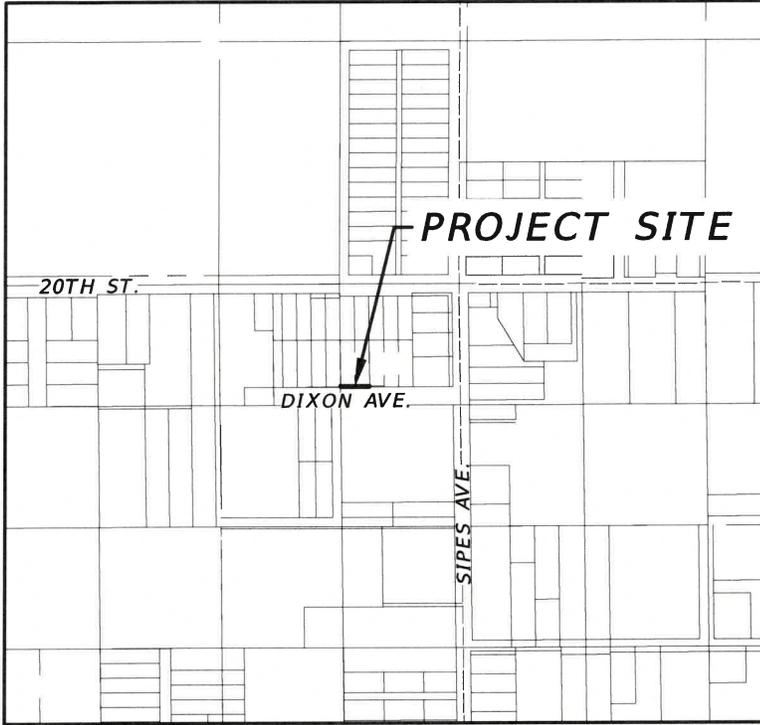
Attachment:  
Exhibit A – Legal Description and Sketch



# Exhibit "A"

## SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
MIDWAY DRAINAGE IMPROVEMENT PROJECT  
PARENT PARCEL NO. - 32-19-31-510-0000-0090  
EASEMENT NO./SEARCH NO. - 806/04261



LOCATION MAP

### 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. = DRIVE
- ST. = 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

# ATKINS

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel : 407/647-7275 Certificate No. LB 24

Digitally signed by Jack V Carper  
DN: C=US, O=Florida, dnQualifier=  
A01410D000018709DAC369000  
4A09F, CN=Jack V Carper  
Reason: I am the author of this  
document  
Location:  
Date: 2023.09.25  
13:09:29  
-04'00'  
Foxit PDF Editor Version: 12.1.3

## Jack V Carper

J. Vance Carper, Jr. PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

Date: 4/7/23  
Scale: 1:500  
Job No.: 100080164  
F.B.: N/A  
Drawn By: VS & DB  
Ckd. By: JVC  
Sheet: 1 of 3

# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
MIDWAY DRAINAGE IMPROVEMENT PROJECT  
PARENT PARCEL NO. - 32-19-31-510-0000-0090  
EASEMENT NO./SEARCH NO. - 806/04261

## LEGAL DESCRIPTION

THAT PORTION OF:

*Lots 9 and 10 of Reeve's Subdivision, Midway as recorded in Plat Book 10 Page 36, Public Records of. Seminole County, Florida.*

*Being those certain Lands as described in Official Records Book 3733 , Page 846 of the Public Records of Seminole County, Florida*

*Lying within following metes and bounds description:*

*Commence at the Southeast corner of Lot 6 of the plat of "REEVES SUBDIVISION" as recorded in Plat Book 10, Page 36 of the Public Records of Seminole County, Florida, said corner being along the North line of the right-of-way of Dixon Avenue; thence S89°56'05"W along said North line for 120.00 feet to the Southeast corner of aforesaid Lot 9, said corner also being the Point Of Beginning;*

*Thence continue S 89°56'05" W, along said North line, for 80.00 feet to the West line of aforesaid Lot 10; thence N 0°44'17" W along said West line for 3.00 feet; thence departing said West line run N 89°56'05"E for 80.00 feet to the East line of aforesaid Lot 9; thence S 0°44'17" E along said East line for 3.00 feet to The Point Of Beginning;*

*Containing 240 Square feet more or less*

Date: 4/7/23  
Scale: \_\_\_\_\_  
Job No.: 100080164  
F.B.: N/A  
Drawn By: VS & DB  
Ckd. By: JVC  
Sheet: 2 of 3

# ATKINS

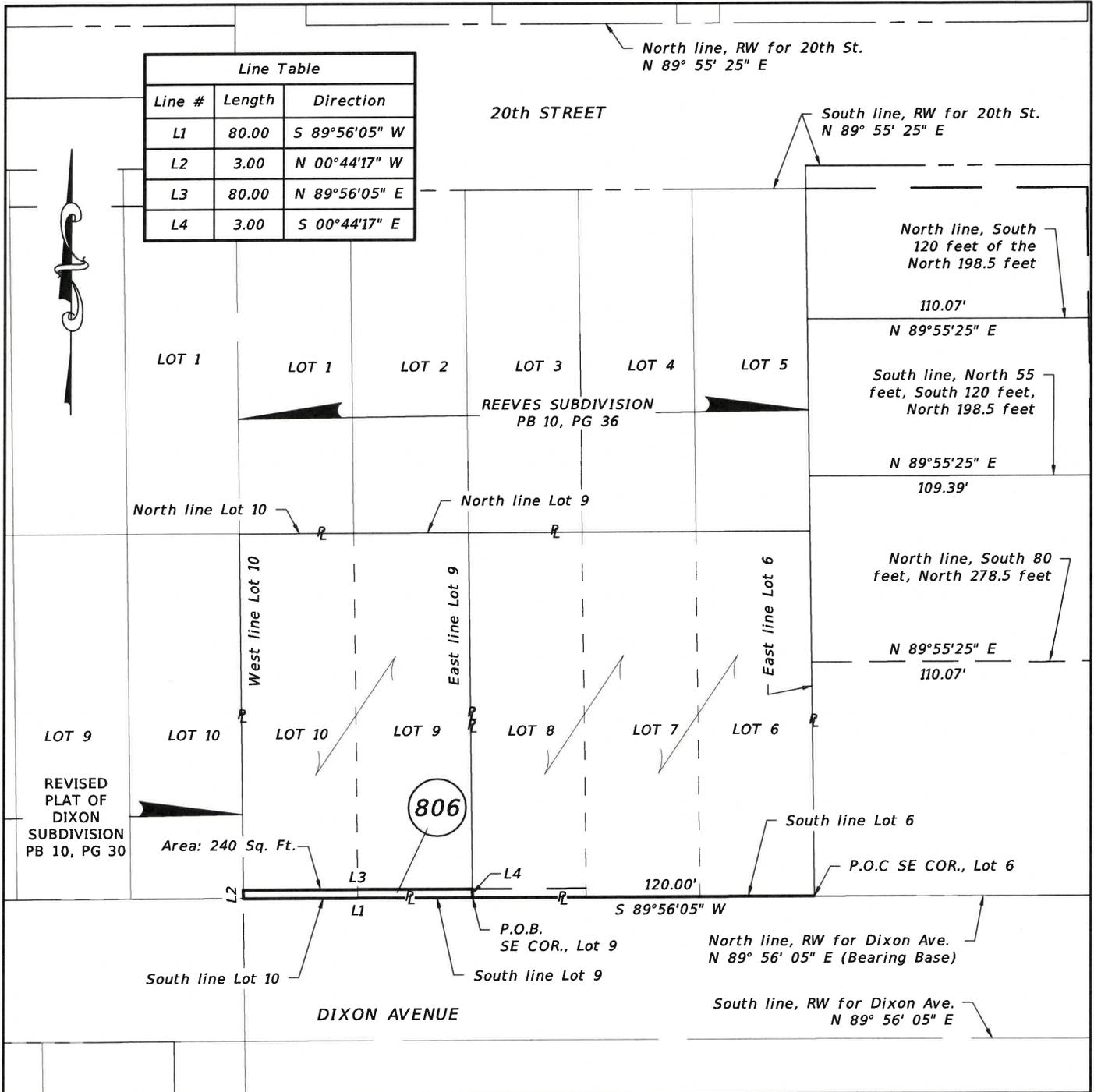
482 South Keller Road  
Orlando, Florida 32810-6101  
Tel : 407/647-7275 Certificate No. LB 24

C:\Users\BLAI3094\ACCDocs\SNCL\_EDPM\100080164-Midway Basin Final Design\ProjectFiles\BP1\Survey\Easements\Easement\_800\_32-19-31-510-0000-0090.dwg, 3/7/2023 5:07 PM, BLAI3094

# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
 MIDWAY DRAINAGE IMPROVEMENT PROJECT  
 PARENT PARCEL NO. - 32-19-31-510-0000-0090  
 EASEMENT NO./SEARCH NO. - 806/04261

Line Table		
Line #	Length	Direction
L1	80.00	S 89°56'05" W
L2	3.00	N 00°44'17" W
L3	80.00	N 89°56'05" E
L4	3.00	S 00°44'17" E



Notes:  
 This is not a survey.  
 Bearings are assumed and base upon the  
 North line, RW for Dixon Ave.  
 having a bearing of N 89° 56' 05" E.

Date: 4/7/23  
 Scale: 1:50  
 Job No.: 100080164  
 F.B.: N/A  
 Drawn By: VS & DB  
 Ckd. By: JVC  
 Sheet: 3 of 3

## ATKINS

482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel : 407/647-7275 Certificate No. LB 24

C:\Users\BLAI3094\ACCDocs\SNCL\_EDPM\100080164-Midway Basin Final Design\ProjectFiles\BP1\Survey\Easements\Easmt\_800\_32-19-31-300-051C-0000\_04122\SOD DRN Esmt 800.dwg, 3/7/2023 5:07 PM, BLAI3094



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0681**

**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-816 for a drainage easement necessary for the Midway Drainage Improvement Project (630± SF) between James C. Hampton and Seminole County for \$12,000.00, 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. 1-816) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owner (James C. Hampton / Tax ID No. 32-19-31-300-0690-0000) of the property located at 3000 Dixon Avenue on the north side of Dixon Avenue, approximately 230± feet (0.04 miles) west of Sipes Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$12,000.00, inclusive of all fees and costs.

The parent parcel is vacant and consists of 0.13± acres of land. The County's valuation of this acquisition is \$7,000.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$12,000.00, which was accepted by the owner, inclusive of all fees and costs.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-816 for a drainage easement necessary for the Midway Drainage Improvement Project (630± SF) between James C. Hampton and Seminole County for \$12,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



**Midway Drainage Improvement Project**  
**Parcel 1-816**  
**James C. Hampton**  
**32-19-31-300-0690-0000**



1 inch = 122 feet

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between JAMES C. HAMPTON, whose address is 784 E. Railroad Avenue, Summerville, South Carolina 29485, 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: 32-19-31-300-0690-0000

**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 TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00). 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 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 (2024).

### 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:**

Michelle Jones  
Witness

Michelle Jones  
Print Name

Anna W. Gleaton  
Witness

Anna W. Gleaton  
Print Name

James C. Hampton  
JAMES C. HAMPTON

APRIL 22, 2024  
Date



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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

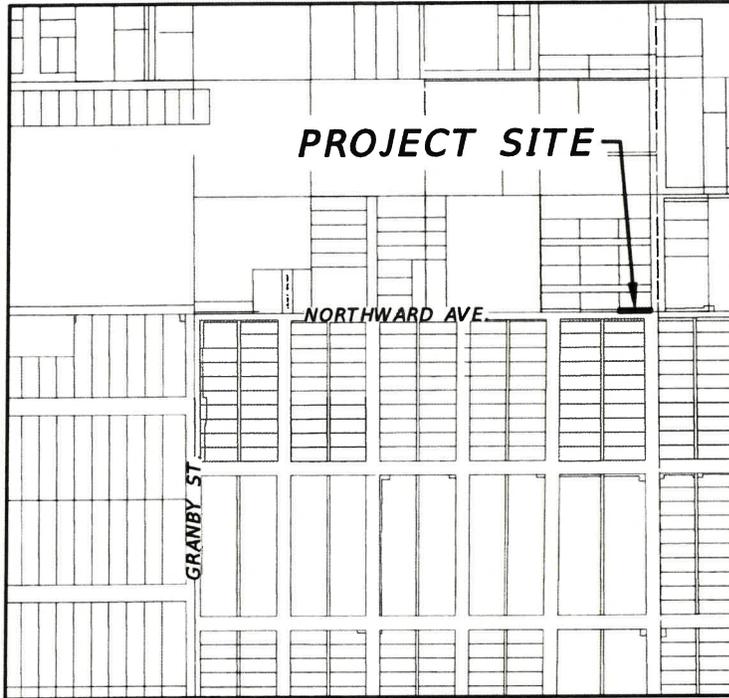
Attachment:  
Exhibit A – Legal Description and Sketch



# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
 MIDWAY DRAINAGE IMPROVEMENT PROJECT  
 PARENT PARCEL NO. - 32-19-31-300-0690-0000  
 EASEMENT NO./SEARCH NO. - 816/04215

Exhibit "A"



### LEGEND:

- AE = ACCESS EASEMENT
- AVE. = AVENUE
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- DE = DRAINAGE EASEMENT
- F = FIELD
- INT. = INTERSECTION
- L = LENGTH
- LI = 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. = DRIVE
- ST. = 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

**ATKINS**

482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel : 407/647-7275 Certificate No. LB 24

Jack V  
 Carper

Digitally signed by Jack V  
 Carper  
 DN: C=US, O=Florida,  
 dnQualifier=  
 A01410D0000018709DAC3690  
 004A09F, CN=Jack V Carper  
 Reason: I am the author of this  
 document  
 Location:  
 Date: 2023.09.25  
 13:17:12  
 -04'00'  
 Foxit PDF Editor Version: 12.1.3

J. Vance Carper, Jr. PSM  
 Professional Surveyor and Mapper  
 Florida Certificate No. 3598

Date: 4/7/23  
 Scale: 1:500  
 Job No.: 100080164  
 F.B.: N/A  
 Drawn By: VS & DB  
 Ckd. By: JVC  
 Sheet: 1 of 3

C:\Users\BLAI3094\ACCDocs\SNCL EDPM\100080164-Midway Basin Final Design\ProjectFiles\BPT\Survey\Easements\Easemt\_800\_32-19-31-300-051C-0000\_04122\S0D DRN Esmt 800.dwg, 3/7/2023 5:07 PM, BLAI3094

# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
MIDWAY DRAINAGE IMPROVEMENT PROJECT  
PARENT PARCEL NO. - 32-19-31-300-0690-0000  
EASEMENT NO./SEARCH NO. - 816/04215

## LEGAL DESCRIPTION

THAT PART OF:

THE SOUTH 56 FEET OF THE EAST 110 FEET OF THE NE 1/4 OF THE SE 1/4 SECTION 32, TOWNSHIP 19 SOUTH RANGE 31 EAST (LESS ST)

Being those certain Lands as described in Official Records Book 710, Page 20 of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 19 South, Range 31 East, said corner being along the Easterly projection of the North line of the right-of-way for Northward Avenue;

Thence S 89°58'06" W along said North line for 20.00 feet to a point along the West line of the right-of-way for Sipes Avenue, said point being the Point Of Beginning;

Thence continue S 89°58'06" W along said North line of the right-of-way for Northward Avenue for 90.04 feet; thence departing said North line, run N 0°44'17" W for 7.00 feet; thence N 89°58'06" E for 90.04 feet to a point along the aforesaid West line of the right-of-way for Sipes Avenue; thence S 0°47'29" E along said West line for 7.00 feet to The Point Of Beginning;

Containing 630 Square feet more or less

Date: 4/7/23  
Scale: \_\_\_\_\_  
Job No.: 100080164  
F.B.: N/A  
Drawn By: VS & DB  
Ckd. By: JVC  
Sheet: 2 of 3



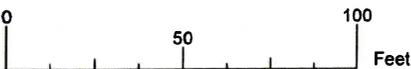
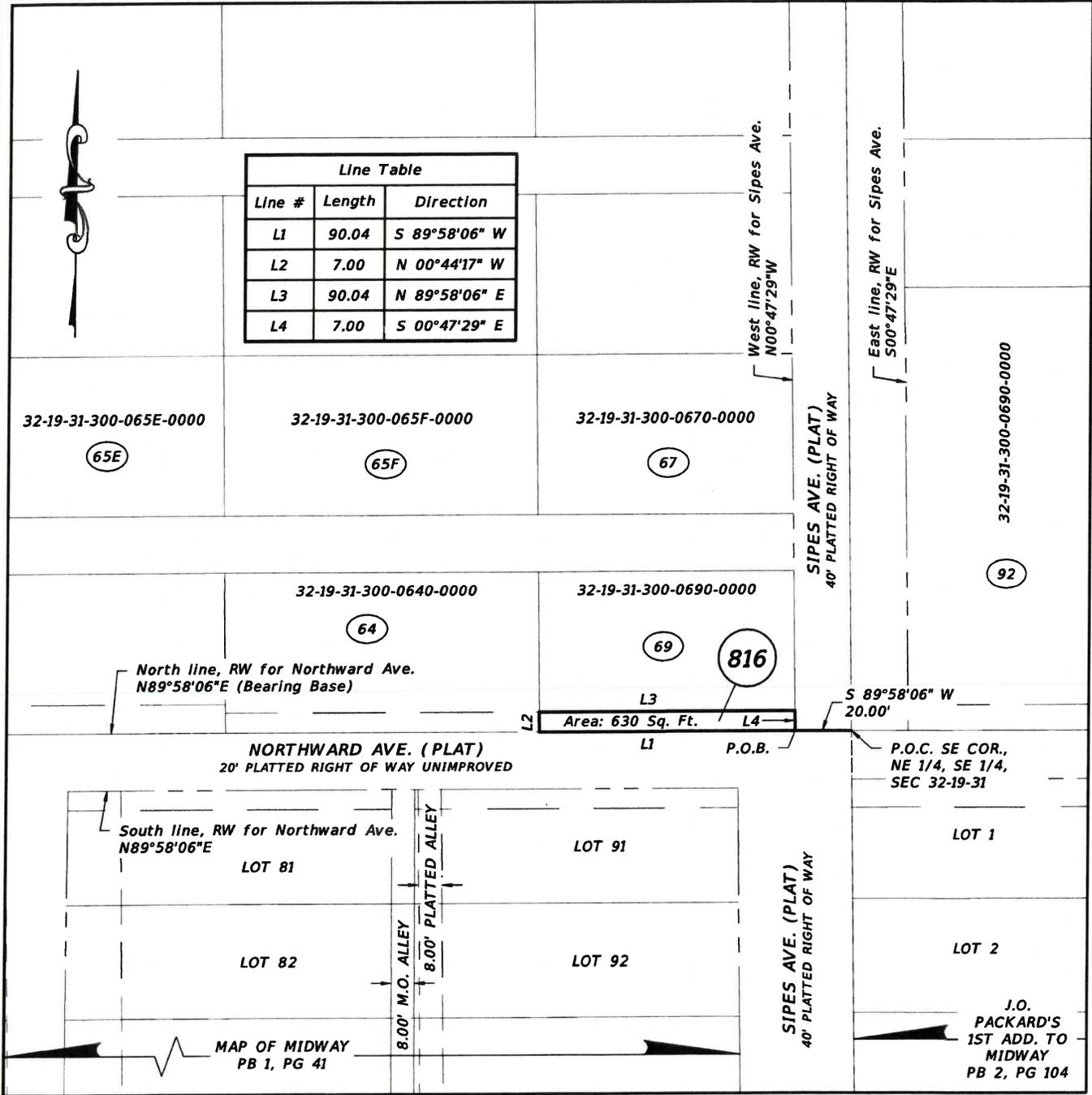
482 South Keller Road  
Orlando, Florida 32810-6101  
Tel : 407/647-7275 Certificate No. LB 24

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# SKETCH OF DESCRIPTION

SEMINOLE COUNTY  
 MIDWAY DRAINAGE IMPROVEMENT PROJECT  
 PARENT PARCEL NO. - 32-19-31-300-0690-0000  
 EASEMENT NO./SEARCH NO. - 816/04215

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## ATKINS

482 South Keller Road  
 Orlando, Florida 32810-6101  
 Tel : 407/647-7275 Certificate No. LB 24

**Notes:**  
 This is not a survey.  
 Bearings are assumed and base upon  
 the North Line of the Right-of-way  
 for Northward Ave. N89°58'06"E.

Date: 4/7/23  
 Scale: 1:50  
 Job No.: 100080164  
 F.B.: N/A  
 Drawn By: VS & DB  
 Ckd. By: JVC  
 Sheet: 3 of 3



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0684**

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**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-846 for a drainage easement necessary for the Midway Drainage Improvement Project (800± SF) between Leroy Pendleton and Loretta Bradley and Seminole County for \$15,220.00, 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. 1-846) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owners (Leroy Pendleton and Loretta Bradley / Tax ID No. 32-19-31-513-0000-1810) of the property located at 2323 Water Street southeast corner of Water Street and Midway Avenue, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of \$15,220.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.29± acres of land. The County's valuation of this acquisition is \$9,200.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$15,220.00, which was accepted by the owner, inclusive of all fees and costs.

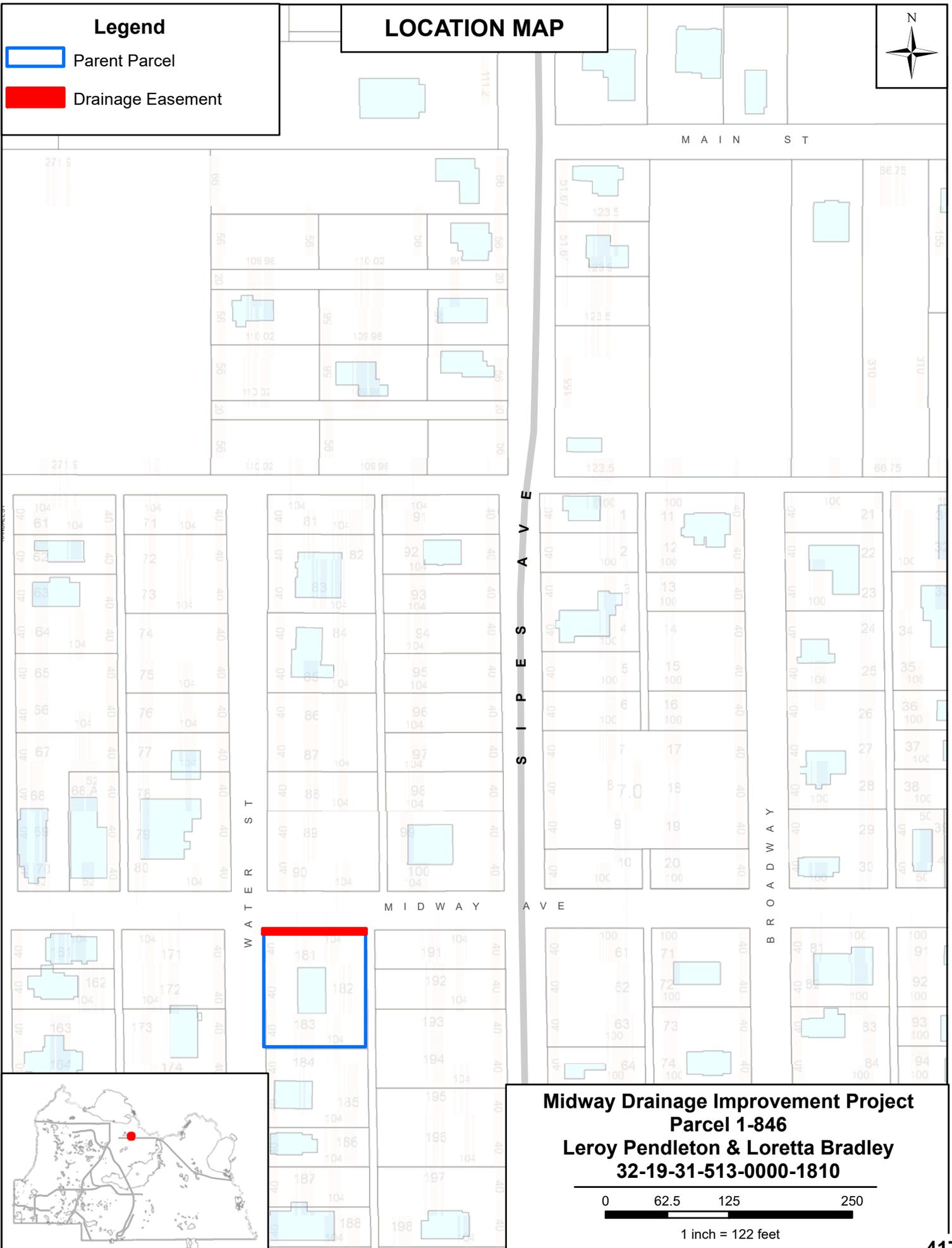
**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-846 for a drainage easement necessary for the Midway Drainage Improvement Project (800± SF) between Leroy Pendleton and Loretta Bradley and Seminole County for \$15,220.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



**Midway Drainage Improvement Project**  
**Parcel 1-846**  
**Leroy Pendleton & Loretta Bradley**  
**32-19-31-513-0000-1810**



1 inch = 122 feet

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between LEROY PENDLETON and LORETTA BRADLEY, husband and wife, whose address is 2323 Water 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: 32-19-31-513-0000-1810

**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 FIFTEEN THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$15,220.00). 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.

(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.

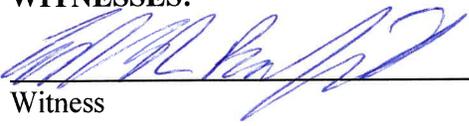
(n) This Agreement is not assignable.

(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.

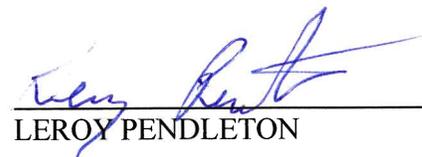
(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

**WITNESSES:**

  
\_\_\_\_\_  
Witness

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
LEROY PENDLETON

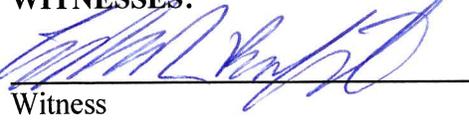
04-29-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

Jamee Barfield  
\_\_\_\_\_  
Print Name



**WITNESSES:**

  
\_\_\_\_\_  
Witness

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
LORETTA BRADLEY

4-29-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

Jamee Barfield  
\_\_\_\_\_  
Print Name

Road Project: Midway Drainage Improvement Project - Parcel 1-846  
Parcel Address: 2323 Water Street, Sanford, Florida 32771  
Owner Name: Leroy Pendleton & Loretta Bradley

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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\sf  
04/25/2024  
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Pendleton, L (Parcel 1-846)\Purchase Agreement – Pendleton (Parcel 1-846) rev1.docx

EXHIBIT "A"

Legal Description

That portion of Lot 181 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:

Beginning at the northwest corner of said Lot 181, thence along the north line of said Lot 181, N.89°58'06"E., a distance of 91.58 feet to the east line of said Lot 181 as monumented; thence along said east line, S.00°16'23"E., a distance of 6.82 feet; thence S.89°59'13"W., a distance of 117.61 feet to the west line of Lot 181 as monumented; thence along said west line N.00°14'43"E., a distance of 6.78 feet to the north line of said Lot 181; thence along said north line N.89°58'06"E., a distance of 25.98 feet to the Point of Beginning.

Said parcel contains 800.00 square feet more or less.

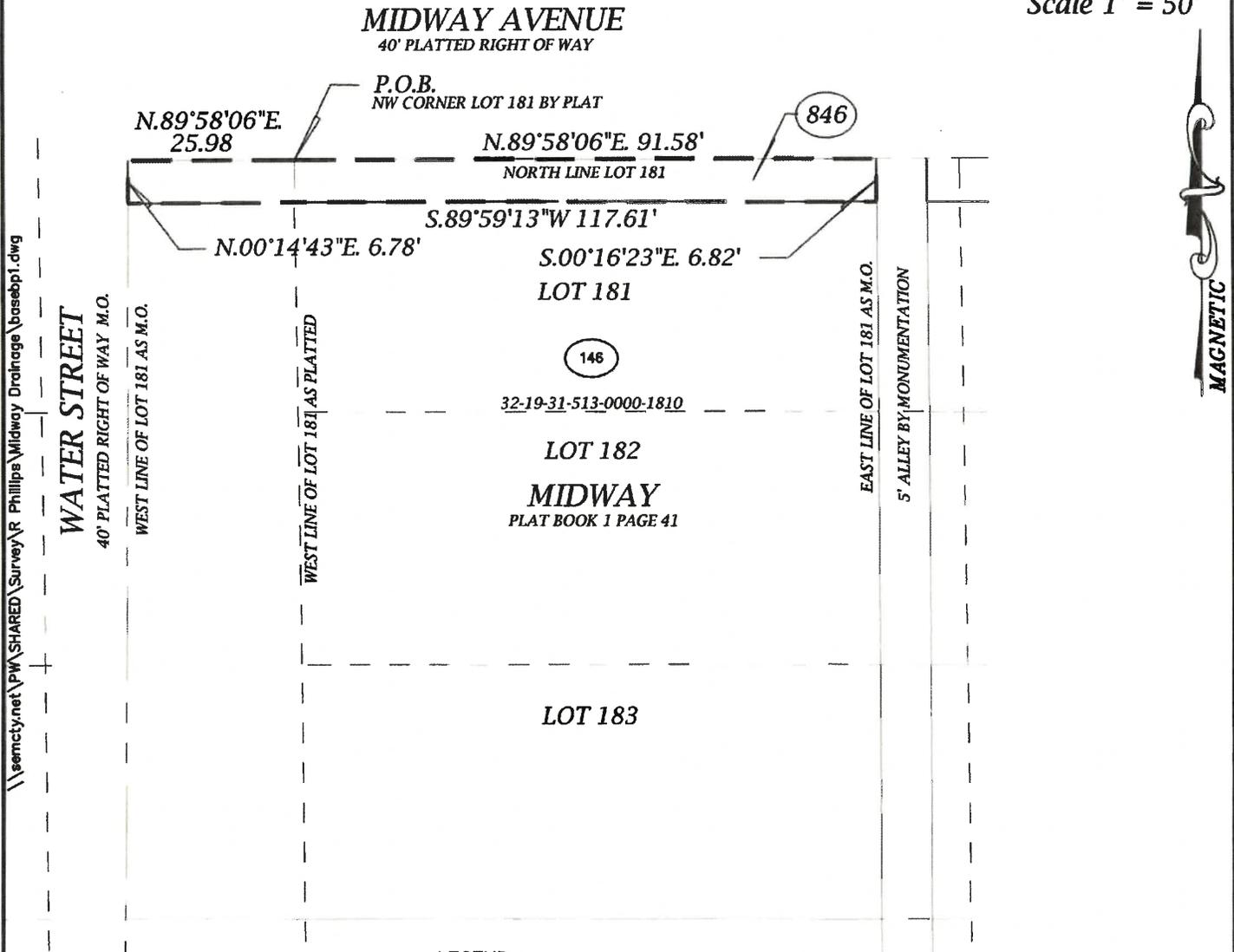
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P 846 32-19-31-513-0000-1810

# SKETCH OF DESCRIPTION

Scale 1" = 50'



LEGEND:  
M.O.=MONUMENTED AND OCCUPIED  
ORB=OFFICIAL RECORDS BOOK  
P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT

## SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32779  
407-665-5647

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

BY:   
RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015



## SURVEYOR'S NOTES

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

SHEET 2 OF 2

SCALE: 1"=50'

DRAWN BY: RFP

CHECKED BY: RP



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0687**

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**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-865 for a drainage easement necessary for the Midway Drainage Improvement Project (171.25± SF) between Deborah Armstrong and Seminole County for \$11,250.00, 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. 1-865) has been identified as being needed for a drainage easement necessary for the County's Midway Drainage Improvement Project. The owner (Deborah Armstrong / Tax ID No. 33-19-31-507-0000-1340) of the property located at 2330 Jitway on the west side of Jitway, approximately 120± feet (0.02 miles) south of Midway Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of \$11,250.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 0.10± acres of land. The County's valuation of this acquisition is \$6,500.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$11,250.00, which was accepted by the owner, inclusive of all fees and costs.

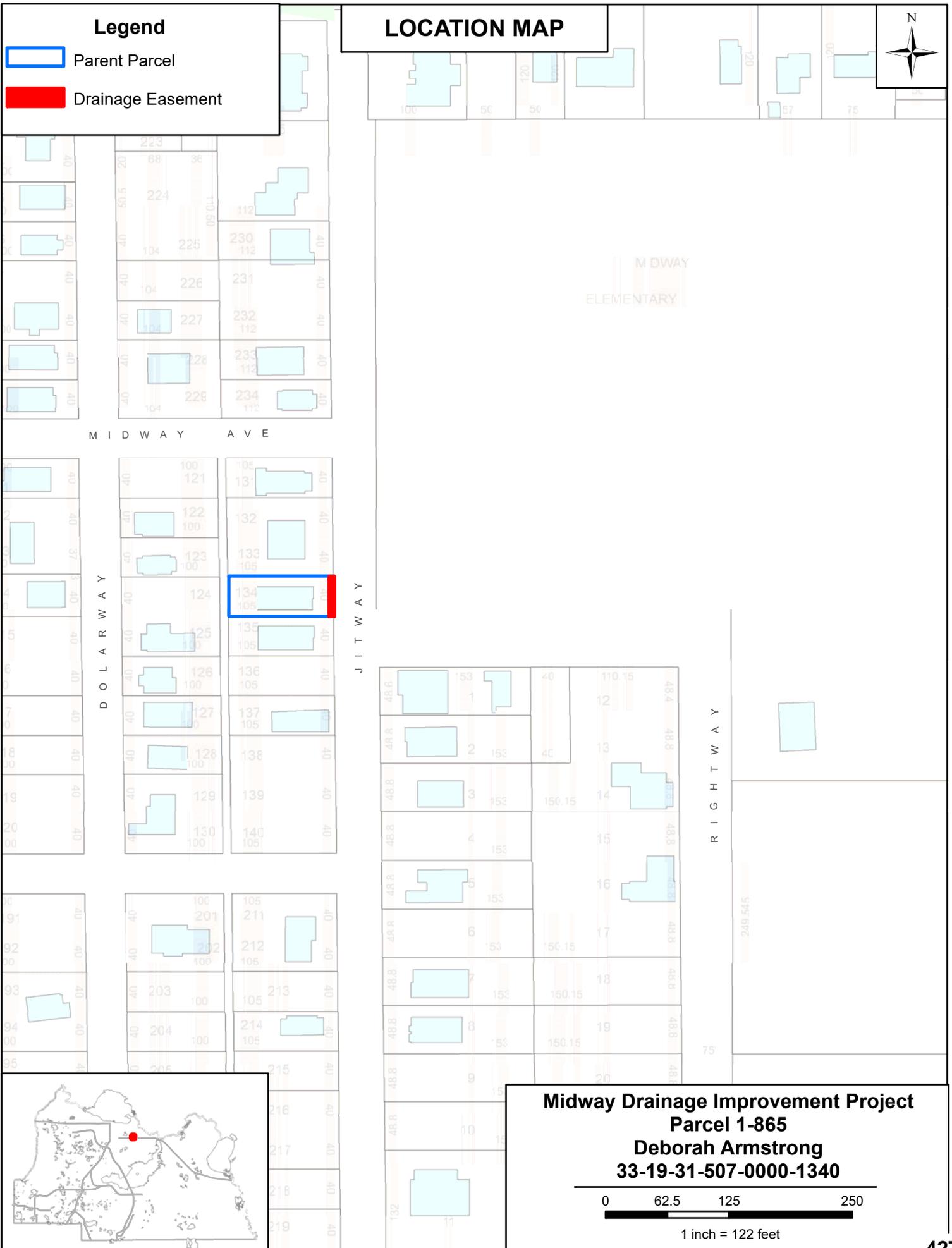
**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-865 for a drainage easement necessary for the Midway Drainage Improvement Project (171.25± SF) between Deborah Armstrong and Seminole County for \$11,250.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

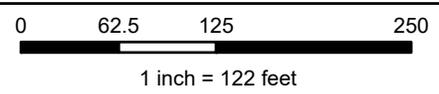
### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



**Midway Drainage Improvement Project**  
**Parcel 1-865**  
**Deborah Armstrong**  
**33-19-31-507-0000-1340**



**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between DEBORAH ARMSTRONG, whose address is 2330 Jitway Avenue, 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: 33-19-31-507-0000-1340

**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 TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$11,250.00). 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.

(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.

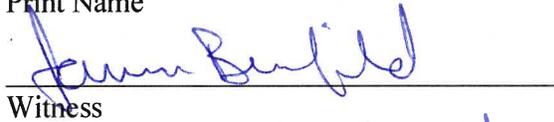
(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

**WITNESSES:**

  
\_\_\_\_\_  
Witness

Edwin R. Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Jamee Barfield  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
DEBORAH ARMSTRONG

April 29, 2024  
\_\_\_\_\_  
Date



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

Road Project: Midway Drainage Improvement Project - Parcel 1-865  
Parcel Address: 2330 Jitway Avenue, Sanford, Florida 32771  
Owner Name: Deborah Armstrong

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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



EXHIBIT "A"

Legal Description

That portion of Lot 134 and the North 1.5 feet of Lot 135 of the plat of J.O. Packard's 1<sup>st</sup> 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 northeast corner of said Lot 134, thence along the east line of said Lot 134 and Lot 135, S.00°37'40"E., a distance of 41.50 feet to the south line of the north 1.5 feet said Lot 135; thence along said south line S.89°54'48"W., a distance of 4.12 feet; thence N.00°38'21"W., a distance of 41.50 feet to the north line of said Lot 134; thence along said north line N.89°54'48"E., a distance of 4.13 feet the Point of Beginning.

Said parcel contains 171.25 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

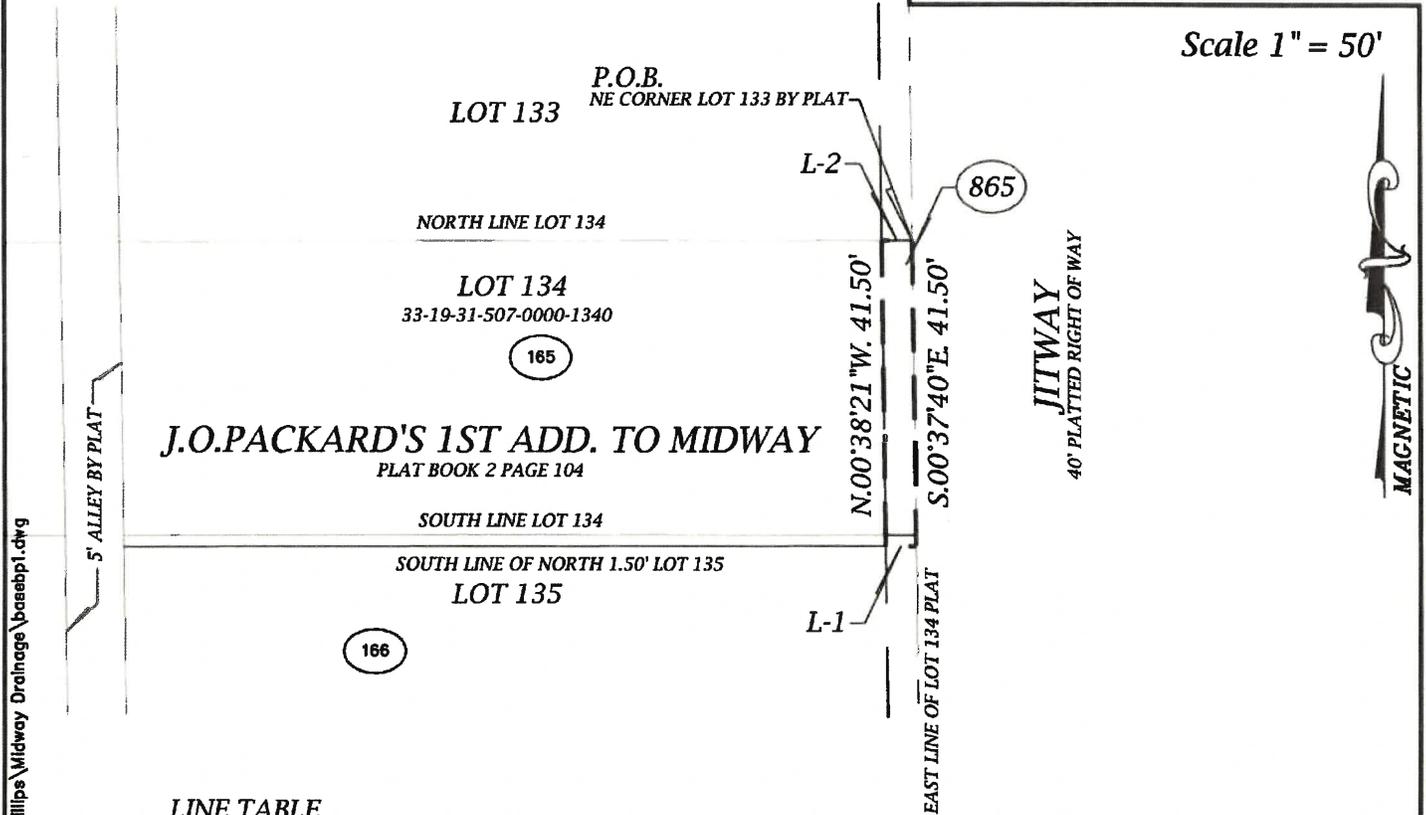
Sheet 1 of 2

Revised 12/6/2023

P 865 33-19-31-507-0000-1340

# SKETCH OF DESCRIPTION

Scale 1" = 50'



**LINE TABLE**

L-1 S.89°54'48"W. 4.12'  
 L-2 N.89°54'48"E. 4.13'

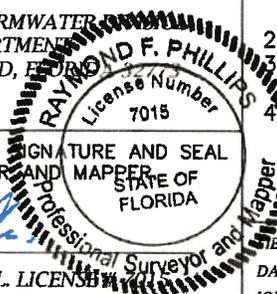
**LEGEND:**

M.O.=MONUMENTED AND OCCUPIED  
 ORB=OFFICIAL RECORDS BOOK  
 P.O.B.=POINT OF BEGINNING  
 P.O.C.=POINT OF COMMENCEMENT

REVISED 12/6/2023

**SEMINOLE COUNTY**

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



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

BY: *[Signature]*  
 RAYMOND F. PHILLIPS P.S.M. FL. LICENSED SURVEYOR AND MAPPER

**SURVEYOR'S NOTES**

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

**SHEET 2 OF 2**

FIELD DATE: n/a  
 DATE: 03/17/2023  
 JOB NAME: MIDWAY DRAINAGE

SCALE: 1"=50'  
 DRAWN BY: RFP  
 CHECKED BY: RP

T:\Survey\R. Phillips\Midway Drainage\basebp1.dwg





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0693**

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**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-848 for a drainage easement necessary for the Midway Drainage Improvement Project (506.67± SF) between David Willis and Marcus J. Willis and Seminole County for \$15,000.00, 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. 1-848) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owners (David Willis and Marcus J. Willis / Tax ID No. 32-19-31-513-0000-0710) of the property located on the west side of Water Street about 360± feet north of Midway Avenue, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of \$15,000.00, inclusive of all fees and costs.

The parent property is vacant and consists of 0.10± acres of land. The County's valuation of this acquisition is \$6,200.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$10,800.00. After negotiations with the owners, a settlement was reached at \$15,000.00, inclusive of all fees and costs.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1-848 for a drainage easement necessary for the Midway Drainage Improvement Project (506.67± SF) between David Willis and Marcus J. Willis and Seminole County for \$15,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



**Midway Drainage Improvement Project**  
**Parcel 1-848**  
**David Willis & Marcus J. Willis**  
**32-19-31-513-0000-0710**



1 inch = 122 feet

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between DAVID WILLIS and MARCUS J. WILLIS, whose address is 1403 S. Locust Avenue, 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: 32-19-31-513-0000-0710

**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 FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00). 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 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:**

*Edwin R. Barfield*  
Witness

Edwin R. Barfield  
Print Name

*Jamee Barfield*  
Witness

Jamee Barfield  
Print Name

*David Willis*  
DAVID WILLIS

5/8/2024  
Date

**WITNESSES:**

*Edwin R. Barfield*  
Witness

Edwin R. Barfield  
Print Name

*Jamee Barfield*  
Witness

Jamee Barfield  
Print Name

*Marcus Willis*  
MARCUS J. WILLIS

5/8/2024  
Date

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

**EXHIBIT "A"**

**Legal Description**

That portion of Lot 71 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 northeast corner of said Lot 71, thence along the north line of said Lot 71, S.89°58'06"W., a distance of 19.76 feet to the east line of said Lot 71 as monumented; thence along said east line, S.00°20'04"E., a distance of 4.82 feet; thence S.89°58'02"W., a distance of 105.15 feet to the west line of Lot 71 as monumented; thence along said west line N.00°06'10"E., a distance of 4.82 feet to the north line of said Lot 71; thence along said north line N.89°58'06"E., a distance of 105.16 feet to the Point of Beginning.

Said parcel contains 506.67 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P 848 32-19-31-513-0000-0710

# SKETCH OF DESCRIPTION

Scale 1" = 50'



\\semcty.net\PW\SHARED\Survey\R. Phillips\Midway Drainage\basebp1.dwg

**NORTHWARD AVENUE (PLAT)**  
20' PLATTED RIGHT OF WAY UNIMPROVED

P.O.C.  
NE CORNER LOT 71 BY PLAT  
S.89°58'06"W. 19.76'

N.89°58'06"E. 105.16'

NORTH LINE LOT 71

S.89°58'02"W. 105.15'

P.O.B.

848

LOT 71

148

**MIDWAY**  
PLAT BOOK 1 PAGE 41

LOT 72

32-19-31-513-0000-0710

S.00°14'43"W. 4.82'

EAST LINE OF LOT 71 AS M.O.

**WATER STREET**  
40' PLATTED RIGHT OF WAY M.O.

WEST LINE OF LOT 71 AS PLATTED

5' ALLEY BY MONUMENTATION

WEST LINE OF LOT 71 AS M.O.

N.00°06'10"E. 4.82'

5' ALLEY AS PLATTED

LOT 73

LEGEND:  
M.O.=MONUMENTED AND OCCUPIED  
ORB=OFFICIAL RECORDS BOOK  
P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT

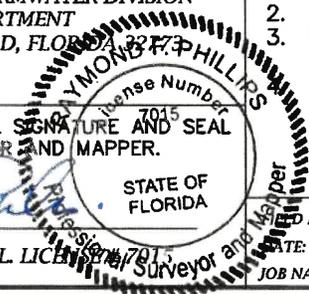
## SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32779  
407-665-5647

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

BY:

*Raymond F. Phillips*  
STATE OF FLORIDA  
Surveyor and Mapper



## SURVEYOR'S NOTES

1. 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.
  2. THIS IS NOT A SURVEY
  3. 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.

**SHEET 2 OF 2**

DATE: n/a  
DATE: 03/17/2023  
JOB NAME: MIDWAY DRAINAGE

SCALE: 1"=50'  
DRAWN BY: RFP  
CHECKED BY: RP



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0742**

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**Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-847 for a drainage easement necessary for the Midway Drainage Improvement Project (28,223± SF) between William Mooers and Kimberly Mooers and Seminole County for \$137,150.00, 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. 2-847) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owners (William Mooers and Kimberly Mooers / Tax ID No. 33-19-31-300-0180-0000) of the property located on the west side of North Beardall Avenue, approximately 90± feet (0.01 miles) north of Alleganey Lane, Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of \$137,150.00, inclusive of all fees and costs.

The parent parcel is improved with a commercial building and consists of 1.856± acres of land. The County's valuation of this acquisition is \$100,400.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$137,150.00, which was accepted by the owner, inclusive of all fees and costs.

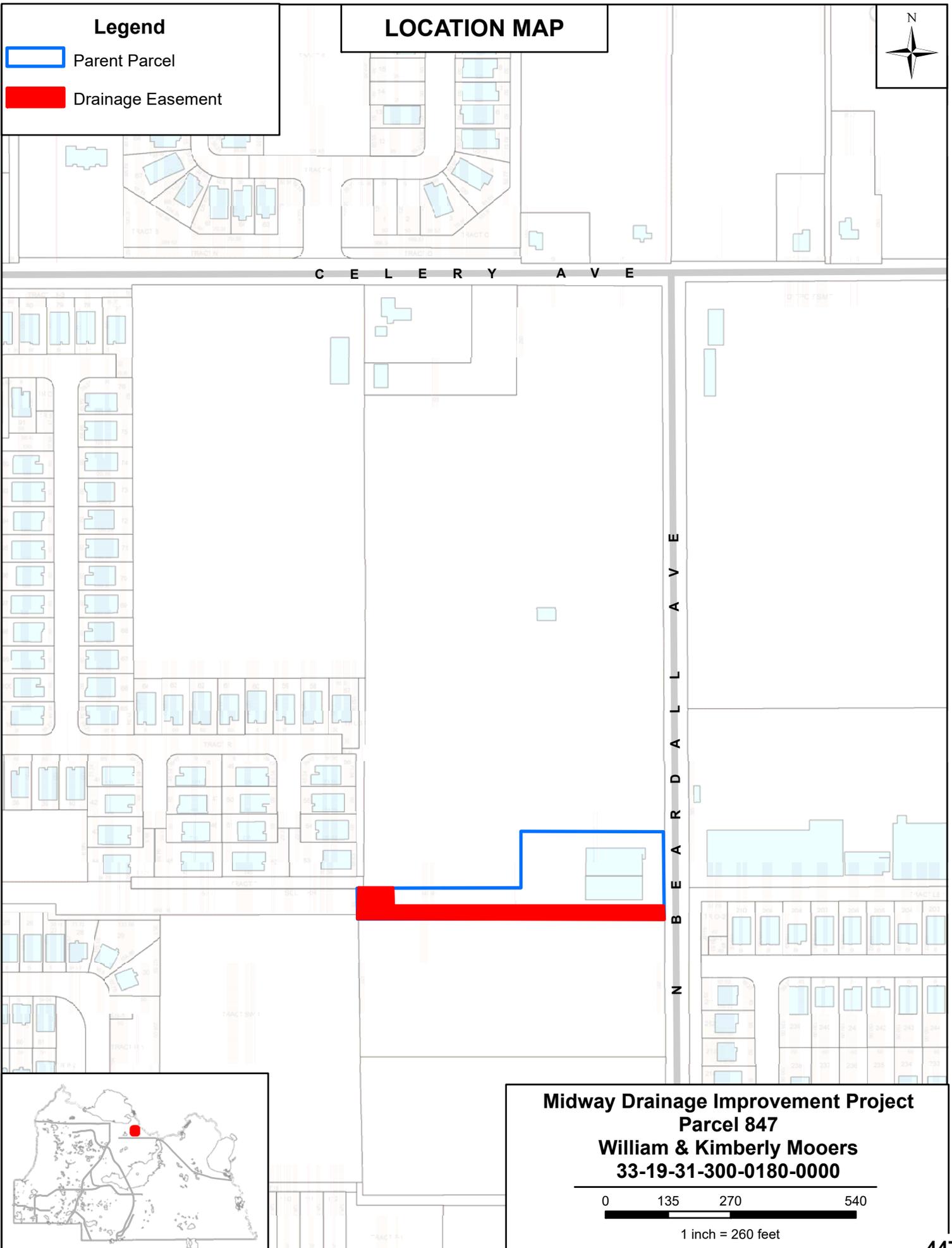
**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-847 for a drainage easement necessary for the Midway Drainage Improvement Project (28,223± SF) between William Mooers and Kimberly Mooers and Seminole County for \$137,150.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

### Legend

-  Parent Parcel
-  Drainage Easement

### LOCATION MAP



**Midway Drainage Improvement Project**  
**Parcel 847**  
**William & Kimberly Mooers**  
**33-19-31-300-0180-0000**

---

0      135      270      540



1 inch = 260 feet

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between WILLIAM MOOERS and KIMBERLY MOOERS, whose address is 266 Black Lake Road, Osteen, Florida 32764, 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: 33-19-31-300-0180-0000

**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 ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$137,150.00). 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.

(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:**



Witness

Brian Primeaux

Print Name



Witness

Edwin R. Barfield

Print Name





WILLIAM MOOERS

05-10-2024

Date

**WITNESSES:**



Witness

Edwin R. Barfield

Print Name



Witness

NEIL NEWTON

Print Name



KIMBERLY MOOERS

5-10-24

Date

Road Project: Midway Drainage Improvement Project - Parcel 847  
Parcel Address: 1696 N. Beardall Avenue, Sanford, Florida 32771  
Owner Name: William Mooers and Kimberly Mooers

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

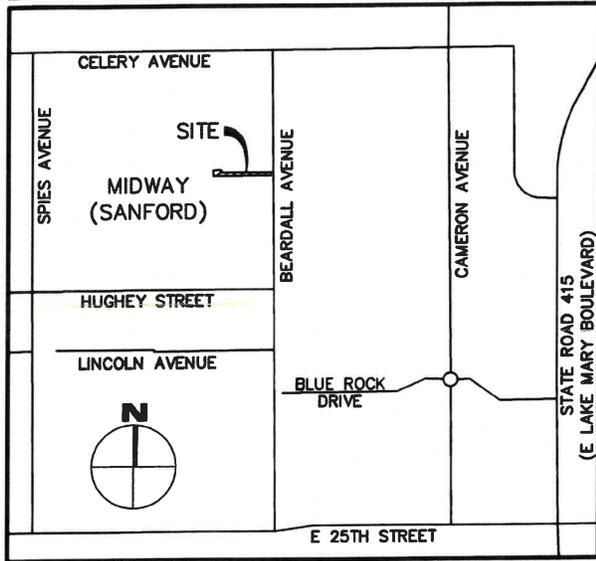


Attachment:  
Exhibit A – Legal Description and Sketch

**SKETCH & DESCRIPTION**  
 PARCEL ID NO. 33-19-31-300-0180-0000  
 EASEMENT NO. 847  
 KEY SHEET, LEGEND, & SURVEYOR'S NOTES

**Exhibit "A"**

**VICINITY MAP:** NOT TO SCALE



**SURVEYOR'S NOTES:**

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

**SYMBOLS & ABBREVIATION LEGEND:**

- = CHANGE IN DIRECTION
- ### = EASEMENT ID
- E = EAST/EASTING
- L# = LINE TAG
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- N = NORTH/NORTHING
- PB = PLAT BOOK
- PG(S) = PAGE(S)
- R/W = RIGHT OF WAY

**SHEET KEY:**

- SHEET 1 OF 3 - KEY SHEET, LEGEND, & SURVEYOR'S NOTES
- SHEET 2 OF 3 - LEGAL DESCRIPTION
- SHEET 3 OF 3 - SKETCH OF DESCRIPTION

SHEET 1 OF 3  
 SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

**MIDWAY DRAINAGE IMPROVEMENT**  
**PARCEL 33-19-31-300-0180-0000**

PROJECT No.	220014	DRAWN DATE	2023.JAN.18
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/09/23	AAN	ADDED EASEMENT ID

Digitally signed  
 by Sherry Manor  
 Date: 2023.09.20  
 10:34:07 -04'00'

**SHERRY LEE MANOR, PSM - LS# 6961**  
 THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

**L & S Diversified**  
 Professional Surveyors and Mappers  
 489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707  
 PHONE 407.681.3836 | FAX 407.681.6541  
 WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM  
 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

## LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-300-0180-0000  
EASEMENT NO. 847

A TRACT OF LAND IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 00°21'57" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33, AND ALONG THE CENTERLINE OF BEARDALL AVENUE, AS SHOWN ON THE MAINTENANCE MAP THEREOF, RECORDED IN MAP BOOK 6, PAGE 188, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 1389.34 FEET; THENCE DEPARTING SAID WEST LINE AND CENTERLINE, RUN SOUTH 89°52'50" WEST, A DISTANCE OF 21.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID BEARDALL AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4200, PAGE 346, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE RUNNING SOUTH 89°52'50" WEST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4200, PAGE 346, AND ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8903, PAGE 871, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 646.80 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4200, PAGE 346, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8903, PAGE 871; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH LINE, RUN NORTH 00°15'16" WEST ALONG THE WEST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8903, PAGE 871, A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8903, PAGE 871; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°52'50" EAST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8903, PAGE 871, A DISTANCE OF 90.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°15'16" EAST, A DISTANCE OF 26.00 FEET; THENCE RUN NORTH 89°52'50" EAST, A DISTANCE OF 557.36 FEET TO A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE OF BEARDALL AVENUE; THENCE RUN SOUTH 00°32'50" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.648 ACRES (28,223 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3  
SEE SHEET 3 FOR SKETCH

CERTIFIED TO: 1. _____ 2. _____ 3. _____ 4. _____	<b>SURVEYOR'S CERTIFICATION</b> I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.	<div style="text-align: center;">  <p><b>Digitally signed</b> by Sherry Manor Date: 2023.09.20 10:34:28 -04'00'</p> </div> <div style="text-align: center;">  <p><b>L &amp; S</b> <b>Diversified</b> Professional Surveyors and Mappers 489 STATE ROAD 436   SUITE 117   CASSELBERRY, FL   32707 PHONE 407.681.3836   FAX 407.681.6541 WWW.LSSURVEYOR.COM   INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR &amp; MAPPER BUSINESS LICENSE   LB#7829</p> </div>	
<b>MIDWAY DRAINAGE IMPROVEMENT</b> <b>PARCEL 33-19-31-300-0180-0000</b>			
PROJECT No. 220014   DRAWN DATE 2023.JAN.18 SURVEY BY N/A   REVIEWED BY S.MANOR SURVEY DATE N/A   APPROVED BY S.MANOR DRAWN BY A.ACEVEDO   CLIENT FILE No. N/A			
No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/09/23	AAN	ADDED EASEMENT ID
SHERRY LEE MANOR, PSM - LS# 6961 <small>THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.</small>			





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0743**

**Title:**

Approve and authorize the Chairman to execute a Resolution and a Local Agency Program Supplemental Agreement No. 2 with the Florida Department of Transportation for State Road 434 Roundabouts from west of Jetta Point to south of Artesia Street in Seminole County. FPN 446491-1-38-01. District2 - Zembower (**Jean Jreij, P.E., Public Works Director**)

**Division:**

Public Works - Engineering

**Authorized By:**

Jean Jreij, P.E., Public Works Director

**Contact/Phone Number:**

Yameli Herschelman/407-665-2839

**Background:**

This is a Local Agency Program Supplemental Agreement No. 2 to the original Agreement executed by the Board of County Commissioners on November 20, 2020 and amended on February 05, 2021. This will include roadway widening to accommodate raised medians, additional turn lanes, three roundabouts, shared use path, and sidewalk. The recipient and the department acknowledge and agree with the schedule of funding for design that includes the authorized and encumbered Federal Funding and the Local funding contribution.

Revisions to scope are as follows: Adding the development of four alternative concepts for the project to minimize Right of Way impacts along State Road 434. Pursuant to paragraph 4.0 Project cost of the Local Agency Program Agreement, the recipient and the department acknowledge and agree that the schedule of funding for design that includes the authorized and encumbered Federal funding and the Local funding contribution on the project will be increased to an amount equal to the recipient's consultant amended contract award amount of \$2,632,584. This results in an increase of total design funding to \$442,943.00. The Federal funding is to be increased to

\$443,210.00, which is the difference between previous federal funding of \$2,100,942 and the current federal funding of \$2,554,152.

Based on the previous contract award amount, local funding in the amount of \$88,699.00 was added to the project FY23 to cover the funding shortfall, which did not require execution of a Supplemental Agreement. Local funds will be decreased by \$267.00, which is the difference between previous local funding of \$88,699 and the current local funding of \$88,432.

Please see exhibits B, D and E.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution and a Local Agency Program Supplemental Agreement No. 2 with the Florida Department of Transportation for State Road 434 Roundabouts from west of Jetta Point to south of Artesia Street in Seminole County. FPN 446491-1-38-01.

**RESOLUTION  
of the  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**ACCEPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CEI SERVICES OF STATE ROAD 434 ROUNDABOUTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida, Department of Transportation, and Seminole County desire to facilitate the Design of State Road 434 Roundabouts from West of Jetta Point to South of Artesia Street; and

**WHEREAS**, the State of Florida, Department of Transportation, has requested Seminole County to execute and deliver to the State of Florida, Department of Transportation, a Local Agency Program Supplemental Agreement No. 2 (Attachment 1), for the of the State Road 434 Roundabouts from West of Jetta Point to South of Artesia Street to provide roadway widening to accommodate raised medians, additional turn lanes, three round abouts, shared use path and sidewalk. FDOT FPN 446491-1-38-01.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation, a Local Agency Program Supplemental Agreement No. 2 (Attachment 1) for the project described above. FDOT FPN 446491-1-38-01.

**ADOPTED THIS 11th DAY OF JUNE, 2024**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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

\_\_\_\_\_  
Jay Zembower, Chairman

# Attachment 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
03/22

Page 1 of 4

SUPPLEMENTAL NO.

2

FEDERAL ID NO. (FAIN)

D520 086 B

CONTRACT NO.

G1S51

FEDERAL AWARD DATE

10/29/2020; 11/09/2020; 03/26/2024

FPN

446491-1-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

JPJLF4QHRYR13

Recipient, (Seminole County), and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on November 20, 2020 and amended on February 05, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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## PROJECT DESCRIPTION

Name Design of State Road (SR) 434 Roundabouts Length ~1.69 miles

Termini from west of Jetta Point to south of Artesia Street

### Description of Work:

This design project contains roadway improvements along State Road 434 (from west of Jetta Point to south of Artesia Street). The total project length is approximately 1.69 miles. The project includes roadway widening to accommodate raised medians, additional turn lanes, three roundabouts, shared use path and sidewalk.

The proposed roundabouts are at the following locations:

1. Proposed two-lane roundabout at MacTavandesh Drive.
2. Proposed two-lane roundabout at Hammock Lane/DeLeon Street.
3. Proposed single lane roundabout at Artesia Street.

It is anticipated that the modifications to the roadway will include resurfacing, widening, overbuild and roadway profiling, access management analysis, reconstruction of side street connections, including three at roundabout approaches, and driveway connections.

Drainage modifications are required to complete the proposed roadway work. The project requires reconstruction of the open drainage system into a closed curb and gutter storm sewer. A complete Pond Siting Report and final design for stormwater facilities are to be included.

To minimize Right-of-Way impacts along State Road 434 it is recommended to develop up to four alternative concepts for the project. The alternative roadway analysis would encompass lowering the proposed roadway profile, feasibility of under-drains, modifying roadway elements, roundabout design analysis and alternatives, and potential utility impacts for up to four alternative concepts. Additionally, it would require drainage analysis and maps for each proposed alternative.

Signal work includes removal and replacement of existing signal at the State Road 417 on/off ramp, removal of the existing signal on Hammock Lane, addition of Pedestrian Hybrid Beacons (HAWK) or Rapid Rectangular Flashing Beacons (RRFB) at crosswalks consistent with Florida Department of Transportation (Department) standards. Signing and pavement markings will also be included as part of the design. All improvements are to meet ADA criteria.

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

The design services shall include, but are not limited to survey & mapping, subsurface utility exploration, and geotechnical work. Utility coordination will be required. Coordination for permitting with Florida Department of Transportation (Department) for review and concurrence during design. It is anticipated that an Environmental Resource Permit and mitigation will be required. Right-of-way acquisition is anticipated and will be determined during the design phase.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Revisions to scope are as follows: Adding the development of four alternative concepts for the project to minimize Right-of-Way impacts along State Road 434.

2. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Design that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be increased to an amount equal to the Recipient's consultant amended contract award amount of \$2,632,584.00. This results in an increase of total design funding by \$442,943.00. The federal funding is to be increased by \$443,210.00, which is the difference between previous federal funding of \$2,100,942.00 and the current federal funding of \$2,544,152.00.

Based on the previous contract award amount, Local Funding in the amount of \$88,699.00 was added to the project in FY23 to cover the funding shortfall – which did not require the execution of a Supplemental Agreement. Local Funds will be decreased by \$267.00, which is the difference between previous local funding of \$88,699.00 and the current local funding of \$88,432.00.

3. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.

4. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

*The remainder of this page intentionally left blank.*

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Seminole County  
100 East 1<sup>st</sup> Street  
Sanford, Florida 32771-1468

FINANCIAL PROJECT NUMBER: 446491-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b>						
FY: 2020-2021 (LAP)	\$2,100,942.00	\$0.00	\$2,100,942.00	\$0.00	\$0.00	\$2,100,942.00
FY: 2022-2023 (LAP)	\$88,699.00	(\$267.00)	\$88,432.00	\$88,432.00	\$0.00	\$0.00
FY: 2023-2024 (LAP)	\$0.00	\$443,210.00	\$443,210.00	\$0.00	\$0.00	\$443,210.00
<b>Total Design Cost</b>	\$2,189,641.00	\$442,943.00	\$2,632,584.00	\$88,432.00	\$ 0.00	\$2,544,152.00
<b>Right-of-Way</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Construction Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total CEI Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$2,189,641.00	\$442,943.00	\$2,632,584.00	\$88,432.00	\$ 0.00	\$2,544,152.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
District Grant Manager Name

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/19

Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT SEMINOLE COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page  
Name:  
Title:

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development  
Date: \_\_\_\_\_

Legal Review:  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
regular meeting.

ATTEST:

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

For the use and reliance of Seminole  
County only.

Approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
**Award Amount:** \$2,544,152.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
03/22

Page 1 of 4

SUPPLEMENTAL NO.

2

FEDERAL ID NO. (FAIN)

D520 086 B

CONTRACT NO.

G1S51

FEDERAL AWARD DATE

10/29/2020; 11/09/2020; 03/26/2024

FPN

446491-1-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

JPJLF4QHRY13

Recipient, (Seminole County), and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on November 20, 2020 and amended on February 05, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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### PROJECT DESCRIPTION

Name Design of State Road (SR) 434 Roundabouts Length ~1.69 miles

Termini from west of Jetta Point to south of Artesia Street

#### Description of Work:

This design project contains roadway improvements along State Road 434 (from west of Jetta Point to south of Artesia Street). The total project length is approximately 1.69 miles. The project includes roadway widening to accommodate raised medians, additional turn lanes, three roundabouts, shared use path and sidewalk.

The proposed roundabouts are at the following locations:

1. Proposed two-lane roundabout at MacTavandesh Drive.
2. Proposed two-lane roundabout at Hammock Lane/DeLeon Street.
3. Proposed single lane roundabout at Artesia Street.

It is anticipated that the modifications to the roadway will include resurfacing, widening, overbuild and roadway profiling, access management analysis, reconstruction of side street connections, including three at roundabout approaches, and driveway connections.

Drainage modifications are required to complete the proposed roadway work. The project requires reconstruction of the open drainage system into a closed curb and gutter storm sewer. A complete Pond Siting Report and final design for stormwater facilities are to be included.

To minimize Right-of-Way impacts along State Road 434 it is recommended to develop up to four alternative concepts for the project. The alternative roadway analysis would encompass lowering the proposed roadway profile, feasibility of under-drains, modifying roadway elements, roundabout design analysis and alternatives, and potential utility impacts for up to four alternative concepts. Additionally, it would require drainage analysis and maps for each proposed alternative.

Signal work includes removal and replacement of existing signal at the State Road 417 on/off ramp, removal of the existing signal on Hammock Lane, addition of Pedestrian Hybrid Beacons (HAWK) or Rapid Rectangular Flashing Beacons (RRFB) at crosswalks consistent with Florida Department of Transportation (Department) standards. Signing and pavement markings will also be included as part of the design. All improvements are to meet ADA criteria.

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

The design services shall include, but are not limited to survey & mapping, subsurface utility exploration, and geotechnical work. Utility coordination will be required. Coordination for permitting with Florida Department of Transportation (Department) for review and concurrence during design. It is anticipated that an Environmental Resource Permit and mitigation will be required. Right-of-way acquisition is anticipated and will be determined during the design phase.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Revisions to scope are as follows: Adding the development of four alternative concepts for the project to minimize Right-of-Way impacts along State Road 434.

2. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Design that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be increased to an amount equal to the Recipient's consultant amended contract award amount of \$2,632,584.00. This results in an increase of total design funding by \$442,943.00. The federal funding is to be increased by \$443,210.00, which is the difference between previous federal funding of \$2,100,942.00 and the current federal funding of \$2,544,152.00.

Based on the previous contract award amount, Local Funding in the amount of \$88,699.00 was added to the project in FY23 to cover the funding shortfall – which did not require the execution of a Supplemental Agreement. Local Funds will be decreased by \$267.00, which is the difference between previous local funding of \$88,699.00 and the current local funding of \$88,432.00.

3. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.

4. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

*The remainder of this page intentionally left blank.*

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Seminole County  
100 East 1<sup>st</sup> Street  
Sanford, Florida 32771-1468

FINANCIAL PROJECT NUMBER: 446491-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b>						
FY: 2020-2021 (LAP)	\$2,100,942.00	\$0.00	\$2,100,942.00	\$0.00	\$0.00	\$2,100,942.00
FY: 2022-2023 (LAP)	\$88,699.00	(\$267.00)	\$88,432.00	\$88,432.00	\$0.00	\$0.00
FY: 2023-2024 (LAP)	\$0.00	\$443,210.00	\$443,210.00	\$0.00	\$0.00	\$443,210.00
<b>Total Design Cost</b>	\$2,189,641.00	\$442,943.00	\$2,632,584.00	\$88,432.00	\$ 0.00	\$2,544,152.00
<b>Right-of-Way</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Construction Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total CEI Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$2,189,641.00	\$442,943.00	\$2,632,584.00	\$88,432.00	\$ 0.00	\$2,544,152.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
District Grant Manager Name

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/19

Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT SEMINOLE COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page  
Name:  
Title:

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development  
Date: \_\_\_\_\_

Legal Review:  
  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
regular meeting.

ATTEST:

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

For the use and reliance of Seminole  
County only.

Approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
**Award Amount:** \$2,544,152.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0323**

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**Title:**

Award RFP-604683-23/MHH - Foreclosure Registration and Short-Term Vacation Rental Compliance Services to Avenu Insights & Analytics, LLC, Centreville, VA, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)  
Requesting Department - Development Services

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Stephen Koontz, Purchasing and Contracts Division Manager

**Contact/Phone Number:**

Michael Hall/407-665-7115

**Background:**

RFP-604683-23/MHH will provide a qualified and licensed firm responsible for an online portal for address identification, online registration, compliance monitoring, enforcement, and outreach for short-term vacation rentals (STR) in accordance with the Land Development Code Chapter 30, Part 70, Sections 30.137 through 30.1376 and the registration of properties and administration of records related to properties in foreclosure through inspections and verification of property status to determine if a property is in violation of County Ordinance, Chapter 95, Article III throughout Seminole County.

Seminole County has approximately 300+ short-term vacation rentals within the unincorporated areas of the County and has challenges in identifying and locating owners of vacant and foreclosed properties in order to hold accountable those who are responsible for the care and condition of those properties. Homes that are foreclosed upon are often abandoned breeding crime, vandalism, theft, and a reduction of property values for neighboring properties.

This project was publicly advertised, and the County received five (5) proposals in response to the solicitation, two (2) of which were deemed non-responsive, one for

failure to comply with Section 3.12, "Licenses" and the other for failure to comply with Section 4.7, "Proposal Content". The Evaluation Committee consisting of Rebecca Hammock, Director of Development Services, Dale Hall, Planning & Development Manager - Development Services, Alexis Brignoni, Planning Specialist - Development Services, and Archana Virmani, Project Manager II - Information Technology, evaluated the proposals. Consideration was given to the respondent's qualifications and related experience, project approach, project understanding, and cost. The Evaluation Committee recommends award to the top-ranked firm, Avenu Insights & Analytics, LLC, Centreville, VA. The Firm proposes to retain 45% of each registration fee collected up to a maximum of \$113.00 per registration collected as compensation for the services for both Short-Term Vacation Rental Compliance and Foreclosure Registration.

The agreement will take effect on the date of its execution and continue in effect for three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

**Requested Action:**

Staff requests the Board award RFP-604683-23/MHH - Foreclosure Registration and Short-Term Vacation Rental Compliance Services to Avenu Insights & Analytics, LLC, Centreville, VA, and authorize the Purchasing and Contracts Division to execute the Agreement.



Seminole County  
**Resource Management - Purchasing & Contracts**

Lorie Bailey Brown, Interim Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

RESPONSE DEADLINE: January 17, 2024, at 2:00 pm

Report Generated: Wednesday, February 28, 2024

Response 1	Response 2	Response 3	Response 4	Response 5
Allure Realty LLC DBA Allure Management Solutions 1315 E 7th Ave Suite 105 Tampa, FL 33605 Sharelle Rosado <a href="mailto:info@sharellosado.com">info@sharellosado.com</a>	Avenu Insights & Analytics, LLC 5860 Trinity Pkwy, Suite 120 Centreville, VA 20120 Allen Atamer <a href="mailto:allen.atamer@avenuinsights.com">allen.atamer@avenuinsights.com</a>	Deckard Technologies, Inc. 1620 Fifth Ave, Suite 400 San Diego, CA 92101 Stacey Kurtz <a href="mailto:stacey@deckard.com">stacey@deckard.com</a>	*HZIP LLC 30 Birchshire Ln, Palm Coast, FL 32137	+Porfirio Mateus Sperandio 4083 Sunbeam Rd, Suite 1311 Jacksonville, FL 32257

\*Non-responsive: Failed to comply with Section 4.7 "Proposal Content".

+Non-responsive: Failed to comply with Section 3.12 "Licenses".

Tabulated by Michael Hall, Senior Procurement Analyst on January 17, 2024, at 2:00 pm.

Recommendation to Award to Avenu Insights & Analytics, LLC

Tentative BCC Date: 04/09/2024

Committee Member	Title	Signature
Rebecca Hammock	Director of Development Services	<i>Rebecca Hammock</i>
Dale Hall	Planning & Development Manager	<i>Dale Hall</i>
Alexis Brignoni	Planning Specialist	<i>Alexis Brignoni</i>
Archana Virmani	Project Manager II – IT	<i>Archana Virmani</i>



Seminole County  
**Resource Management - Purchasing & Contracts**  
 Diane Reed, Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**  
 RFP No. RFP-604683-23/MHH  
Foreclosure Registration and Short-Term Vacation Rental Compliance Services  
 RESPONSE DEADLINE: January 17, 2024 at 2:00 pm  
 Report Generated: Wednesday, February 28, 2024

**PHASE 2**

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Project Understanding	Points Based	33 (33% of Total)

Description:

Presentation/Demo adequately exhibited an understanding necessary to provide STR Compliance Monitoring, enforcement, and outreach services in accordance with Seminole County Land Development Code, Chapter 30, Part 70, Sections 30.137 through 30.1376.

Criteria	Scoring Method	Weight (Points)
Qualifications and Related Experience	Points Based	34 (34% of Total)

Description:

Presentation/Demo exemplified the professional qualifications and related experience with similar projects in order to display their capacity to provide the services requested in the RFP.

Criteria	Scoring Method	Weight (Points)
Project Approach	Points Based	33 (33% of Total)

Description:

Presentation/Demo presented a competent plan to meet the needs of the County as outlined in the Scope of Services.

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

**AGGREGATE SCORES SUMMARY**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)
Avenu Insights & Analytics, LLC	100	97	94	100	97.75
Deckard Technologies	100	100	86	96	95.5
Allure Realty	94	78	69	73	78.5

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Project Understanding Points Based 33 Points (33%)	Qualifications and Related Experience Points Based 34 Points (34%)	Project Approach Points Based 33 Points (33%)	Total Score (Max Score 100)
Avenu Insights & Analytics, LLC	32.8	32.8	32.3	97.75
Deckard Technologies	32	31.3	32.3	95.5
Allure Realty	28.5	26	24	78.5

**INDIVIDUAL PROPOSAL SCORES**

Allure Realty	
Project Understanding   Points Based   33 Points (33%)	
Evaluator 1: 30	
covered all aspects listed.	
Evaluator 2: 28	
-Presentation lacking -Team wasn't aware of updated slides	

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

---

Evaluator 3: 23

Presentation demonstrated an adequate understanding of the needs of the County. Newer company. Process does not appear to be as flushed out other companies. Not as automated or established.

Evaluator 4: 33

same platform, multiple uses, depending on who is using it. They can do any kind of analytics and reporting.

**Qualifications and Related Experience | Points Based | 34 Points (34%)**

Evaluator 1: 34

made connections with previously being involved with our office prior and conducting business.

Evaluator 2: 25

-Limited experience for entire Staff

Evaluator 3: 25

Smaller staff with limited experience with new company. Have related experience with Prochamps.

Evaluator 4: 20

They are a new company and don't have too many customers.

**Project Approach | Points Based | 33 Points (33%)**

Evaluator 1: 30

all scopes covered.

Evaluator 2: 25

- Limited support staff - Interface undeveloped

Evaluator 3: 21

Presentation demonstrated an average plan to meet the needs of the County. Does not appear to be an improvement from the previous registries. Company offers more competitive pricing.

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

---

Evaluator 4: 20

David and Mike were from ProChamps. David was an owner of ProChamp and founder of ProChamp. A lot of the team Worked with ProChamps before the company folded.

**Avenu Insights & Analytics, LLC**

**Project Understanding | Points Based | 33 Points (33%)**

Evaluator 1: 33

appears to have multiple services that parallel well with our office.

Evaluator 2: 33

+Smooth interface

Evaluator 3: 32

Presentation demonstrated a good understanding of what is necessary to implement the two registries. Appears to be a larger more established company. Have existing, established processes to provide STR compliance registration of foreclosures.

Evaluator 4: 33

Dashboard shows all the data analytics. 24/7 hotline that is manned by individuals in Texas. They can put a map overlay do you can see where short term rentals are not allowed.

**Qualifications and Related Experience | Points Based | 34 Points (34%)**

Evaluator 1: 34

experience with more doing business with more than one florida county.

Evaluator 2: 33

+Large Scale Resources -Contact based in Texas

Evaluator 3: 30

Yes, very qualified staff with a lot of history with short term vacation rental registries and foreclosure registries.

Evaluator 4: 34

Avenue has been around for 50+ years.

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EVALUATION TABULATION

Request For Proposal - Foreclosure Registration and Short-Term Vacation Rental Compliance Services

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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**Project Approach | Points Based | 33 Points (33%)**

Evaluator 1: 33

answered all questions presented.

Evaluator 2: 31

+Quality of information gathered +Supporting evidence provided (PDF of snapshots)

Evaluator 3: 32

Yes, the presentation demonstrated a detailed outline of the process. Have a 24-hr. hotline. Has a dashboard and good analytics.

Evaluator 4: 33

well-rounded service provider, track over 150 websites for rental properties. roll-out happen automatically, through the web-browser. No additional IT resources are required.

**Deckard Technologies**

**Project Understanding | Points Based | 33 Points (33%)**

Evaluator 1: 33

information presented was clear and demonstrated comprehension of services needed.

Evaluator 2: 33

+Link to ordinances

Evaluator 3: 29

Yes, company had a very good understanding of what is needed to provide the services Seminole County is seeking. Provides outreach services to the County.

Evaluator 4: 33

The registration portal is super simple. they have real people to verify so that the compliance rate is high. Seminole County property appraiser is a customer of the vendor.

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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**Qualifications and Related Experience | Points Based | 34 Points (34%)**

Evaluator 1: 34

the team was able to provide information on county procedure.

Evaluator 2: 34

+Large scale resources +Local contact

Evaluator 3: 27

Yes, the demo exemplified the necessary qualifications, however company seems to have less experience with short term vacation rental registries.

Evaluator 4: 30

Deckard Started 6 years ago. In Florida, HERA has 40 communities as customers. 24/7 call center, US based.

**Project Approach | Points Based | 33 Points (33%)**

Evaluator 1: 33

the culture of the company suggests a common goal is desired.

Evaluator 2: 33

+Quality of information gathered +Easy to use (interface) +Clear & simple user registration

Evaluator 3: 30

Yes. This would work well for the code enforcement officers. Very user-friendly portal to register.

Evaluator 4: 33

They pull data from multitude of data sources, analyze the data. their portal is ready for Seminole and is ready to go at a flip of the switch.

## PHASE 1

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Project Understanding	0-100 Points	25 (25% of Total)

**Description:**

The Proposal adequately exhibited an understanding necessary to provide STR Compliance Monitoring, enforcement, and outreach services in accordance with Seminole County Land Development Code, Chapter 30, Part 70, Sections 30.137 through 30.1376.

Criteria	Scoring Method	Weight (Points)
Qualifications and Related Experience	0-100 Points	30 (30% of Total)

**Description:**

Proposal included professional qualifications and related experience with similar projects in order to display their capacity to provide the services requested in this RFP.

Criteria	Scoring Method	Weight (Points)
Fee Structure	0-100 Points	20 (20% of Total)

Description: N/A

Criteria	Scoring Method	Weight (Points)
Project Approach	0-100 Points	25 (25% of Total)

**Description:**

Proposal presented a competent plan to meet the needs of the County as outlined in the Scope of Services.

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

**AGGREGATE SCORES SUMMARY**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)
Deckard Technologies	94.9	92.2	89.7	94.7	<b>92.84</b>
Allure Realty	95	81.3	85.3	100	<b>90.38</b>
Avenu Insights & Analytics, LLC	90.5	86.5	88	85.3	<b>87.58</b>

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Project Understanding 0-100 Points 25 Points (25%)	Qualifications and Related Experience 0-100 Points 30 Points (30%)	Fee Structure 0-100 Points 20 Points (20%)	Project Approach 0-100 Points 25 Points (25%)	Total Score (Max Score 100)
Deckard Technologies	96.3	93.8	88.3	92	<b>92.84</b>
Allure Realty	85	88.8	100	90	<b>90.38</b>
Avenu Insights & Analytics, LLC	93.3	95	66.4	90	<b>87.58</b>

**INDIVIDUAL PROPOSAL SCORES**

<b>Allure Realty</b>	
<b>Project Understanding   0-100 Points   25 Points (25%)</b>	
Evaluator 1: 85	
The pricing proposal would need to be clarified more.	
Evaluator 2: 75	
- Very General proposal - Incomplete contact information provided	

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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Evaluator 3: 80

The proposal displays a basic understanding of the scope of work. No examples shown. Not as detailed as other proposals.

Evaluator 4: 100

The Allure team will provide customer support options, including phone, live chat, and a support ticketing system to facilitate the compliance of responsible parties and support Seminole County's operators' activities.

**Qualifications and Related Experience | 0-100 Points | 30 Points (30%)**

Evaluator 1: 100

The number of years with experience was listed as 30+ years, establishing credit.

Evaluator 2: 75

- New Management is from previous company PROCHAMPS - Clients listed are from former company (PROCHAMPS/duplicates on Deckard proposal) - Concerns about utilizing new untested program (PinPoint) - Personally did not contact references

Evaluator 3: 80

Company does have previous experience with both types of Registries.

Evaluator 4: 100

Similar work experience with City of Jacksonville, City of Cape Canaveral and Seminole County (as part of Pro Champs). David Mulberry(Manager & Project Lead), Mike Baldwin(Chief Architect), and Danielle Kieselhorst(Director Compliance) led the operation and delivery teams at PROCHAMPS for over ten years. They have since built an improved property registration platform called "PinPoint Compliance" and have joined the Allure team to deliver enhanced property registration programs.

**Fee Structure | 0-100 Points | 20 Points (20%)**

Evaluator 1: 100

Lowest Overall Revenue Share

Evaluator 2: 100

Lowest Overall Revenue Share

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

---

Evaluator 3: 100

Lowest Overall Revenue Share

Evaluator 4: 100

Lowest Overall Revenue Share

**Project Approach | 0-100 Points | 25 Points (25%)**

Evaluator 1: 95

The plan was inclusive of Seminole County code enforcement and having open communication is a benefit.

Evaluator 2: 80

- Very General approach - Lack of details

Evaluator 3: 85

Plan does not seem to be entirely flushed out and appears additional work by staff would be needed. Not "Turn Key".

Evaluator 4: 100

PinPoint will collect all registration fees and remit as directed in this requirement or as specified by Seminole County. The Allure team and Pinpoint registration portal will be provided to Seminole County at zero out-of-pocket expense to the County.

**Avenu Insights & Analytics, LLC**

**Project Understanding | 0-100 Points | 25 Points (25%)**

Evaluator 1: 95

hit key points.

Evaluator 2: 95

+ Data is County owned + Detailed proposal + Web & mobile based

Evaluator 3: 95

Avenu has extensive experience in this field and demonstrated a very thorough understanding of the scope of work.

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EVALUATION TABULATION

Request For Proposal - Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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Evaluator 4: 88

The scope of customer support is limited to technical support, and not ordinance interpretation. Any ordinance interpretation questions shall be directed to a designated County contact.

**Qualifications and Related Experience | 0-100 Points | 30 Points (30%)**

Evaluator 1: 95

years of experience.

Evaluator 2: 90

+ Large scale resources + Multiple offices - No local contact listed + Detailed data provided - Personally did not contact references

Evaluator 3: 95

Very professional company with detailed and thoughtful response to RFP. National company with many years of experience and a large clientele base.

Evaluator 4: 100

Florida customers used for reference - Manatee county, Avenu supports customers in all 50 states, at the state, county, city, and town level.

**Fee Structure | 0-100 Points | 20 Points (20%)**

Evaluator 1: 66.4

Highest Overall Revenue Share

Evaluator 2: 66.4

Highest Overall Revenue Share

Evaluator 3: 66.4

Highest Overall Revenue Share

Evaluator 4: 66.4

Highest Overall Revenue Share

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EVALUATION TABULATION

Request For Proposal - Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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**Project Approach | 0-100 Points | 25 Points (25%)**

Evaluator 1: 100

very well laid out.

Evaluator 2: 90

- Approach Matrix outline differs from proposal (attention to details?) - Integrated graphics doesn't support written document

Evaluator 3: 90

Yes, a very competent plan was presented by Avenu. Avenu also has dashboarding capabilities and can even integrate with other software such as Accella through an API. Avenu also has an impressive 24/7 hotline process.

Evaluator 4: 80

Avenu's system can integrate with 3rd party software such as Accela through different methods manually and/or automated. Our automated integration process involves an API setup that establishes connection to your database to push and pull data at a set frequency. - security would be a concern here. An effective liaison with the County is required for the following: ► With IT to obtain access to the data sources mentioned in our proposal. ► With Licensing department to ensure permits have efficient approval or cycle times, ► With Finance department to provide fees and taxes on weekly, monthly or quarterly reconciliation schedule ► With Code Compliant to get updated field work and enforcement actions. Short term rental compliance 360 Bundle is an add on for tax collection and remittance and reporting at an extra cost. fixed subscription fee based upon volume of Short-Term Rentals in jurisdiction and Scope of Service.

**Deckard Technologies**

**Project Understanding | 0-100 Points | 25 Points (25%)**

Evaluator 1: 100

information laid out clearly.

Evaluator 2: 95

+ Detailed proposal - Mobile based is optional (Fee)

Evaluator 3: 90

Proposal demonstrates a strong understanding of the scope of work.

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EVALUATION TABULATION

Request For Proposal - Foreclosure Registration and Short-Term Vacation Rental Compliance Services

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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Evaluator 4: 100

Rentalscape provides a complete solution to manage short-term rental activity. Using their proprietary software, HERA will provide a web-based electronic registry and fee payment system for property registration, collection of registration fees, tracking of properties with obligations to register, updating information and reporting tools.

**Qualifications and Related Experience | 0-100 Points | 30 Points (30%)**

Evaluator 1: 95

team collectively seems well versed in all scopes of technology.

Evaluator 2: 90

+ Local contact (Melbourne, FL) - Clients listed are new (former PROCHAMPS/duplicates on Allure proposal) - Personally did not contact references

Evaluator 3: 90

Stong team but does not appear to be as experienced as Avenu. Smaller company as compared to Avenu.

Evaluator 4: 100

HERA is a Florida based LLC. Their automated property identification systems are already running in Seminole County enabling them to have their system up and running quickly.

**Fee Structure | 0-100 Points | 20 Points (20%)**

Evaluator 1: 88.3

2nd Lowest Overall Revenue Share

Evaluator 2: 88.3

2nd Lowest Overall Revenue Share

Evaluator 3: 88.3

2nd Lowest Overall Revenue Share

Evaluator 4: 88.3

2nd Lowest Overall Revenue Share

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EVALUATION TABULATION

Request For Proposal - Foreclosure Registration and Short-Term Vacation Rental Compliance Services

EVALUATION TABULATION

RFP No. RFP-604683-23/MHH

Foreclosure Registration and Short-Term Vacation Rental Compliance Services

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**Project Approach | 0-100 Points | 25 Points (25%)**

Evaluator 1: 95

work flow was presented in a manner that appears efficient.

Evaluator 2: 95

+ Very organized presentation +Thorough approach

Evaluator 3: 90

Proposal presented a very competent plan that meets the needs of the County. Has cloud based systems so no software needs to be purchased. Also has dashboarding capabilities.

Evaluator 4: 88

Although Rentalscape platform provides insight into lodging tax- amount due and paid, the Tax Collection Portal is an optional product which allows for actual collection of taxes. additional cost.

**TERM CONTRACT FOR FORECLOSURE REGISTRATION AND SHORT-TERM  
VACATION RENTAL COMPLIANCE SERVICES  
(RFP-604683-23/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **AVENU INSIGHTS & ANALYTICS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5860 Trinity Parkway, Suite 120, Centreville, Virginia 20120, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide foreclosure registration and short-term vacation rental compliance services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide 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 Exhibit A and made a part of this Agreement.

CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation.

**Section 2. Compensation and Payment.**

(a) COUNTY shall compensate CONTRACTOR for the professional services called for under this Agreement a fee in the amount of forty-five percent (45%) of the total amount that CONTRACTOR bills and collects. This fee structure is incorporated and attached to this Agreement as Exhibit B.

(b) COUNTY shall make payments to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. 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, as this statute may be amended from time to time.

**Section 3. Billing and Payment.**

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The invoice must be sent to:

AP@SeminoleClerk.org

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

A copy of the invoice must be sent to:

Seminole County Development Services  
1101 East First Street, Suite 2021  
Sanford, FL 32771

(b) COUNTY shall make payment to CONTRACTOR after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

#### **Section 4. Audit of Records.**

(a) 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.

(b) 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) 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 5. Responsibility of CONTRACTOR.**

(a) CONTRACTOR is responsible for the professional quality of services provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise any errors or deficiencies in its services without additional compensation.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. 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 6. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues in effect for three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

**Section 7. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 8. 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 9. 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 10. 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 here and that no such person will have any such interest at any time during the term of this Agreement.

**Section 11. 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 12. 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 13. 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 14. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

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

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	\$2,000,000.00
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Products and Completed Operations	\$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

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

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

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit <u>(Any Auto or Owned, Hired And Non-Owned Autos)</u>	\$1,000,000.00
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(D) Cyber Liability/Technology Errors and Omissions:

Per Occurrence or Claim	\$1,000,000.00
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(E) Crime and Employee Dishonesty Liability:

Per Occurrence	\$50,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. 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.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

**Section 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 22. 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 23. 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 24. 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 25. 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 26. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Development Services  
1101 East First Street, Suite 2021  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Avenu Insights & Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

**Section 27. 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 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.

**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 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 C, to COUNTY.

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

AVENU INSIGHTS & ANALYTICS, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

CARL KUMPF,  
Authorized Representative

Date: \_\_\_\_\_

*[Balance of this page left intentionally blank; signatures continued on following page.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Structure

Exhibit C – Affidavit of E-Verify Requirements Compliance

By: \_\_\_\_\_

TAMMY ROBERTS,  
Procurement Administrator

Date: \_\_\_\_\_

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

GLK  
3/12/24  
T:\Users\Legal Secretary CSB\Purchasing 2024\RFP-604683-23 (Avenu Insights & Analytics).docx

## Scope of Services

### Short Term Vacation Rentals

Monitoring and enforcement includes but is not limited to:

- A. Address identification of vacation rental facilities in unincorporated Seminole County using various software programs and analytical data.
- B. Provide education services and customer support services for reporting requirements to vacation rental facility responsible parties and operators of Seminole County. Please specify the method of providing this service and the frequency for this service.
- C. Rental activity monitoring and outreach to short-term operators to advise them of the County's regulations and registration requirement.
- D. Registration services on an online portal for vacation rentals in accordance with Seminole County Land Development Code. The online portal shall comply with current ADA requirements and proposed WCAG 2.1AA guidelines. Portal shall only be available via https.
- E. Tax Collection support through enforcement of County Ordinance for taxes that are paid to the Tax Collectors office.
- F. Effective communication via emails with Seminole County regarding concerns or issues related to vacation rentals.
- G. Ability to establish, monitor and respond to a concerned neighbor hotline on-call 24/7 for short term vacation rentals.
- H. Ability to coordinate with the Sheriff's Office and Code Enforcement regarding any issues resulting from a short-term vacation rental.
- I. Monthly reporting (or as needed) of key analytical information including number of vacation rentals, their addresses, Owner Identification, etc. to Seminole County.
- J. The Firm may collect all registration fees as directed by Section 20.10 of the County Administrative Code (copy attached), as well as the potential revenues to the County for the Affordable Housing Trust Fund; or the fees may be collected directly by Seminole County.
- K. The Firm shall build and maintain an electronic database or searchable vacation rental property records. The database will be available online to County staff via an online portal during normal business hours. The database will be treated as a

Public Record and the Firm will make any and all Public Records requests for this data available in a timely fashion.

1. Data shall be encrypted at rest.
2. All information, data, publications, and media created specifically for or paid for by the COUNTY is the property of the COUNTY. If the vendor, for example, were to go out of business at any point, the County would be entitled to the data in a mutually agreeable, industry standard format.

Note: Funding for this project is contingent upon BCC approval for FY 23/24.

### Vacant Foreclosure Registry

- A. The Firm shall provide an online portal for registration of properties and administration of records related to properties in foreclosure within Seminole County.
- B. The Firm shall provide inspection and verification of property status to determine if a property is in violation of County Ordinance relating to the registration of real property in foreclosure.
- C. The Firm shall build and maintain an electronic database of searchable property records for properties falling under the ordinance definition of properties in foreclosure. The database will be available online to County staff via an online portal during normal business hours. The database will be treated as a Public Record and the Firm will make all Public Records requests for this data available in a timely fashion. The Firm will provide the County with free access to and training to County staff of the electronic database.
  1. The online portal shall comply with current ADA requirements and proposed WCAG 2.1AA guidelines.
  2. Portal shall only be available via https.
  3. Data shall be encrypted at rest.
  4. All information, data, publications, and media created specifically for or paid for by the COUNTY is the property of the COUNTY. If the vendor, for example, were to go out of business at any point, the County would be entitled to the data in a mutually agreeable, industry standard format.

- D. The Firm shall develop a Registration Form to create individual property records that captures, at a minimum, the following information:
1. Case Number.
  2. Property Address; lot #; etc.
  3. Property Manager: Name, contact, address, telephone #, Fax #, e- mail address.
  4. Mortgagee: Name, contact, address, telephone #, fax #, e-mail address.
  5. Property Management Company: Name, contact, address, telephone #, fax #, e-mail address.
  6. Owner of Record: Name, contact, address, telephone #, fax #, e- mail address.
  7. Mailing address may not be a Post Office Box.
- E. The Firm shall track and report changes of information and all changes in status, updating said information, at a minimum, monthly.
- F. The Firm shall be responsible for communicating the details and requirements of Ordinance to the Real Estate, Banking and Licensing Communities.
- G. The Firm shall release bi-weekly letters of notification to properties that come under the requirements of the Ordinance and will identify those properties in violation of Ordinance.
- H. The Firm, through research and information gathering, will be responsible for identifying the names of mortgagees, agents, and owners of properties in violation of Ordinance and will work closely with County staff in the areas of registration, fee collection and enforcement.
- I. The Firm may collect all registration fees as directed by Chapter 95, Part 1, Article III of the Seminole County Code (Ordinance) and transfer such fees monthly with matching and substantiating property records to the County in a format acceptable to the County; or the fees may be collected directly by Seminole County.
- J. All services shall be performed in accordance with established professional standards for such services.

- K. Services will be performed on an as needed basis and property locations will be located County wide. The Firm shall be able to provide all equipment, personnel, and supervision to perform the requested services.
- L. The Firm must comply with all applicable local, county, state, and federal laws and ordinances, real estate law and banking industry standards related to the work.
- M. The Firm's responsibilities may include attending meetings on behalf of the County, and other necessary work or services identified to complete the work.
- N. The Firm may be required to work as part of a team and participate closely with other professionals and County staff as required.
- O. The Firm shall hold all state, federal and county licenses required to perform the services.

Note: Funding for this project is contingent upon BCC approval for FY 23/24.

The costs reflected herein are inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the complete performance of the services outlined herein. There will be no other costs to the County other than the compensation stated herein for the services provided. Other pricing proposals will be considered.

Line Item	Description	Unit of Measure	Percentage
1	Percent Retainage of Each Registration Fee Collected (Short-Term Vacation Rental Compliance)	Percent	45%
2	Percent Retainage of Each Registration Fee Collected (Foreclosure Registration)	Percent	45%

#### FEE SCHEDULE - PART 2

The costs reflected herein are inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the complete performance of the services outlined herein. There will be no other costs to the County other than the compensation stated herein for the services provided. Other pricing proposals will be considered.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Maximum Dollar Amount Per Registration Collected as Compensation for Services (Foreclosure Registration)	1	Each	\$113.00	\$113.00
2	Maximum Dollar Amount Per Registration Collected as Compensation for Services (Short-Term Vacation Rental Compliance)	1	Each	\$113.00	\$113.00
<b>TOTAL</b>					<b>\$226.00</b>

Agreement Name: Foreclosure Registration and Short-Term Vacation Rental Compliance Services

Agreement Number: RFP-604683-23/MHH

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604683-23/MHH 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 29th day of February, 2024.

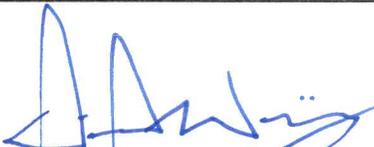
Avenu Insights & Analytics, LLC  
 Consultant Name  
 By:   
 Print/Type Name: James Barkman  
 Title: Chief Financial Officer

STATE OF Virginia

COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 29th day of February, 2024, by Daniel Wurz (Full Name of Affiant).



  
 Print/Type Name Daniel Wurz  
 Notary Public in and for the County  
 and State Aforementioned  
 My commission expires: 10/31/27



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0514**

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**Title:**

Waive the procurement process and authorize SS-604806-24/TLR - PowerPolicy and PowerEngage Setup and Subscription to PowerDMS by NeoGov, El Segundo, CA in the amount of \$107,322.20 (2-yrs); approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-057 in the Fire Fund to appropriate funding in the amount of \$52,750.00, and authorize the Purchasing and Contracts Division to execute the documents. (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Fire

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Tammy Roberts/407-665-7112

**Background:**

SS-604806-24/TLR will provide a cloud-based software platform that combines document management, training, and accreditation management, and electronically links that contract to alert users whenever a change may impact compliance. PowerPolicy, coupled with PowerStandards uniquely links critical content to state and national standards to track and maintain continued compliance. PowerEngage is the only satisfaction survey supplier that can connect to the Computer Aided Dispatch system currently utilized by the Fire Department without a third-party interface. This will provide the department with a real-time dashboard on customer satisfaction.

Staff is requesting the Board to authorize the PowerPolicy and Power Engage setup and subscription services through the life of the software, including updates as necessary.

**Requested Action:**

Staff requests the Board waive the procurement process and authorize SS-604806-

24/TLR - PowerPolicy and PowerEngage Setup and Subscription to PowerDMS by NeoGov, El Segundo, CA in the amount of \$107,322.20 (2-yrs); approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-057 in the Fire Fund to appropriate funding in the amount of \$52,750.00, and authorize the Purchasing and Contracts Division to execute the documents.

2024-R-

# BUDGET AMENDMENT REQUEST

BAR# 24-057

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Fire Department  
Fund(s): 11200 Fire Protection Fund

RM Recommendation	
<b>Dheriot</b>	
Budget Analyst	Date
Budget Director	Date
RM Director	Date

**PURPOSE:**

Purchase of PowerEngage for citizen engagement and feedback, and the PowerPolicy/Standards module that allows for a more efficient way to create new policies, make edits to existing policies, and archival of obsolete policies.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
<b>Total Sources</b>								-
Expenditure	11200	02505026	560646	.00001	CAPITAL SOFTWARE		6469999901	52,750.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
<b>Expenditure Sub-Total</b>								52,750.00
Reserve	11200	999912	599994		RESERVE FOR CAPITAL			(52,750.00)
Reserve								
<b>Reserve Sub-Total</b>								(52,750.00)
<b>Total Uses</b>								-

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:

\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

Entered by the Management and Budget Office

\_\_\_\_\_  
Date: \_\_\_\_\_

Posted by the County Comptroller's Office

\_\_\_\_\_  
Date: \_\_\_\_\_

**DATE:**

**SUBJECT: JUSTIFICATION TO WAIVE THE COMPETITIVE PROCUREMENT  
PROCESS**

*(IAW Purchasing Admin Code Section 3.5523)*

**OVERVIEW:**

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without a formal bid or requesting competitive quotes. PCD will advise when a particular competitive review process may both serve the County better and/or be required by governing law. These requests should not be made unless they are appropriately justified to meet legal requirements and can withstand a possible audit.

To process a Sole/Single Source requisition through purchasing, PCD encourages you to review the criteria necessary for Sole/Single Source determination. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. The request will be reviewed by PCD.

Note: Dealer competition for a Sole Source manufacture does not qualify as competitive procurement specifications.

**SOLE SOURCE PURCHASING:**

The only existing source that meets the needs of the User Department as determined by a thorough analysis of the marketplace and is supported by compliance with the appropriate information, as stated in Section 60, Title L-8 of the County Manager's Policies.

**SINGLE SOURCE PURCHASING**

The one source among others that, for justifiable reason, is found to be most advantageous for the purpose of the procurement and is supported by compliance with the appropriate information, as stated in Section 60, Title L-8 of the County Manager's Policies.

**Determination Checklist**

1. Is the commodity/service necessary to accomplish the task or mission?  
Yes  No
2. Is the commodity/service the only item that will produce the desired results or possess a unique performance capability? Yes  No
3. Is the commodity/service available from only one source of supply?  
Yes  No
4. If the commodity or service is available from more than one vendor, but due to extreme circumstances, is the vendor the only one suited to provide the goods/services? Yes  No

**Seminole County  
Purchasing and Contracts Division**

Note: Sole/Single Source Requests are not maintained as a standing request. Each request is for a single one-time purchase only, unless approved by the Board of County Commissioners.

SINGLE SOURCE

SOLE SOURCE

Requestor: Meredith Walker Phone No.: 407-665-5114 Date: 04/05/2024

Department: Fire Division: Planning, Analytics, and Technology

Description of Item/Services: PowerPolicy/Standard and PowerEngage

1. Please indicate the following:

Procurement:       Goods  
                          Services

2. Vendor Information (*Attached Completed W-9*):

Vendor Name: PowerDMS by NeoGov

Address: 2120 Park Pl, Suite 100 City: El Segundo State: CA

Phone Number: ( 800 ) 749-5104 Fax: ( )

Contact Person: Cierra Decraene Title: \_\_\_\_\_

E-Mail Address: cierra.decraene@powerdms.com

3. Provide a description of the goods/services to be purchased and why waiving the competitive process is necessary.

a) Why were product and/or vendor chosen?

The new software gives an efficient way to manage department policies, ensuring compliance with accreditation standards and meeting required core competencies. PowerEngage is the complete citizen engagement and feedback solution for Fire/EMS departments. Automating the connection to citizens, measure satisfaction, and boost staff morale. Automated text message / text survey platform for Fire/EMS departments based on interaction with a single department. Includes Rules Engine, Survey Builder - about the interaction with the Fire/EMS Department, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD). Power DMS PowerPolicy/Standards is a platform that allows for a more efficient way to create new policies, edits to existing policies, archival of obsolete policies – including an easier review and retrieval process across the department. It is a cloud-based software as a service (“SaaS”) platform that combines document management, training and accreditation management, and electronically links that content to alert users whenever a change may impact compliance.

b) What are the unique performance features of the product/brand requested that are not available in any other product/brand?

PowerDMS demonstrates compliance with the accreditation standards for the following accreditation programs which the department is accredited through:

- Center of Public Safety Excellence (CPSE)
- Commission on Accreditation of Ambulance Services (CAAS)

Single Sign on

- PowerPolicy’s Single Sign-On (SSO) provides the ability to validate usernames and passwords against internal user databases, such as Active Directory, Netware, Azure AD, etc., rather than having separate user passwords managed by PowerPolicy.

#### **PowerPolicy**

- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance.
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows.
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance.
- PowerPolicy offers public-facing linkability for public transparency.
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as

importing documents anytime from anywhere.

- PowerPolicy offers a full integration to most document formats for ease of editing.
- PowerPolicy offers side-by-side comparison across all version's history of documents.
- PowerPolicy offers customized analytics and scheduled delivery reporting.

#### **PowerStandards**

- PowerStandards maps your policies, procedures, and proofs of compliance to your specific accrediting body's standards manual. Our solution is shown to reduce the time it takes to complete a self-assessment or prepare for an onsite by 50% or more when compared to paper-based methods.
- PowerStandards allow you to assign specific tasks, standards, or chapters to subject matter experts throughout your organization.
- PowerStandards allow you to receive automatic alerts when a policy or standards manual is changed in the middle of the accreditation cycle. Rather than managing static documents, your policies and practices become living, fluid documents.

#### **PowerEngage**

- PowerEngage is the only satisfaction survey supplier that can connect to the Computer Aided Dispatch system without an expensive third-party interface.
- PowerEngage has developed a unique "Positive Feedback Board" that displays comments received from citizens about Communications staff separate from responding officers.
- PowerEngage is the only supplier to create weekly email digests to staff with direct positive feedback received from citizen surveys being connected to the Computer Aided Dispatch system.
- PowerEngage has developed the PowerEngage Positive Satisfaction Score that creates a numeric value of the satisfaction scores received from citizens. PowerEngage can uniquely separate the scores for the 9-1-1 Center from the scores for Responding Agency.

- c) Conduct and provide a Cost Benefits Analysis that supports paying a non-competitive price:

The bundled purchase of PowerDMS Policy/Procedure and Engage models allows for a discounted price. Upon reviewing the new quote, it's evident that there are significant cost-saving opportunities if we proceed with the purchase now. PowerDMS is offering a 15% discount on the first-year subscription fees, resulting in savings of \$7,842. Additionally, they are willing to slash our one-time setup fees by 50%, amounting to a

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for Sole/Single Source purchasing.
2. I have documented the required technical information and have made a concerted effort to review comparable equipment/service.
3. The information contained herein is complete and accurate.
4. A Sole/Single Source purchase in this case would withstand a possible audit or a vendor's protest.
5. I am aware of F.S. 838.22 as to compliance with Bid Tampering.

Meredith Walker  
Requestor's Name - print

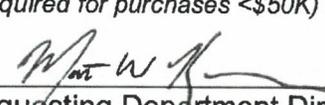
  
Signature

04/05/2024  
Date

MATTHEW HERRER  
Requesting Division Manager - Print  
(Required for purchases <\$50K)

  
Signature

4/5/2024  
Date

  
Requesting Department Director - Print  
(Required for purchases >\$50K)

  
Signature

4/5/24  
Date

**Purchasing and Contracts Division Determination:**

Supervisor  Approval  Disapproval Date: \_\_\_\_\_

Manager  Approval  Disapproval Date: 4/19/24 JK

Description Posted (7-10 business days): From N/A to \_\_\_\_\_

BCC Date, if applicable: May 14, 2024

Comments:  
\_\_\_\_\_

Purchase Order No.: \_\_\_\_\_ Amount of Purchase: \$ 107,322.20

Form Dated 11/2021

saving of \$6,000. This brings the total cost down to \$52,740.20, as reflected in the attached updated quote, compared to the initial quote of \$66,583.

Furthermore, PowerDMS is affiliated with NeoGov, an existing vendor for the county. This alignment could potentially streamline our procurement process and foster better integration between our systems.

In light of the recent accreditation hearing and the impending transition from accreditation as a project to a program, it is an opportune moment to implement these new software systems. They will not only enhance our operational efficiency but also support our accreditation objectives more effectively.

**ITEMS (d – h) REQUIRED FOR SINGLE SOURCE REQUEST**

- d) Why are these specific features/qualifications required?
- e) What other products/services have been examined and/or rejected?
- f) Why other sources providing like goods or services are considered unacceptable (please give a full meaningful explanation)?
- g) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this precise item or service?
- h) How will your mission/operation be impacted if the County does not purchase the particular item/service? Please explain.

**Posting Requirements:** PCD shall conduct a good faith review, posting the requirement publicly for 7-10 business days, followed with the notice of intent to purchase.

March 5, 2024

This letter is to confirm that Governmentjobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") is the sole source provider of PowerPolicy, a cloud-based software as a service ("SaaS") platform that combines document management, training and accreditation management, and electronically links that content to alert users whenever a change may impact compliance. As a result of our investment in innovation and unique expertise working in public safety, we have created a one-of-a-kind solution. A few of the unique properties of the system include:

#### PowerPolicy

- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance.
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows.
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance.
- PowerPolicy offers public-facing linkability for public transparency.
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as importing documents anytime from anywhere.
- PowerPolicy offers a full integration to most document formats for ease of editing.
- PowerPolicy offers side-by-side comparison across all version's history of documents.
- PowerPolicy offers customized analytics and scheduled delivery reporting.

#### PowerStandards

- PowerStandards maps your policies, procedures, and proofs of compliance to your specific accrediting body's standards manual. Our solution is shown to reduce the time it takes to complete a self-assessment or prepare for an onsite by 50% or more when compared to paper-based methods.
- PowerStandards allow you to assign specific tasks, standards, or chapters to subject matter experts throughout your organization.
- PowerStandards allow you to receive automatic alerts when a policy or standards manual is changed in the middle of the accreditation cycle. Rather than managing static documents, your policies and practices become living, fluid documents.

This letter also confirms that PowerDMS demonstrates compliance with the accreditation standards for the following accreditation programs:

- Center of Public Safety Excellence (CPSE)
- Commission on Accreditation of Ambulance Services (CAAS)

#### PowerEngage

- PowerEngage is the only satisfaction survey supplier that can connect to the Computer Aided Dispatch system without an expensive third-party interface.
- PowerEngage has developed a unique "Positive Feedback Board" that displays comments received from citizens about Communications staff separate from responding officers.
- PowerEngage is the only supplier to create weekly email digests to staff with direct positive feedback received from citizen surveys being connected to the Computer Aided Dispatch system.
- PowerEngage has developed the PowerEngage Positive Satisfaction Score that creates a numeric value of the satisfaction scores received from citizens. PowerEngage can uniquely separate the scores for the 9-1-1 Center from the scores for Responding Agency.

- PowerEngage acquired the text short code of “CHIEF” which allows citizens to text to that number to take a survey or provide feedback to the Chief of the department.

#### Single Sign on

- PowerPolicy’s Single Sign-On (SSO) provides the ability to validate usernames and passwords against internal user databases, such as Active Directory, Netware, Azure AD, etc., rather than having separate user passwords managed by PowerPolicy.

In addition, all PowerPolicy training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,



Joshua Snyder  
VP of Business Development

**IT Security Accreditation**

Instructions: This form is to be completed as part of the security assessment process for a new system that needs an advanced security review.

<b>1. Who is reviewing the system?</b>
Woody Preston, JT Triana, Tj Couch, & Chris Vakhordjian
<b>2. Provide a Description of the system being reviewed.</b>
<p>Seminole County Fire Department (SCFD) has identified inefficiencies in its current feedback process, prompting the need for a streamlined solution. The existing manual mechanism for gathering feedback is time-consuming, and the department aims to enhance its customer service feedback practices. The proposed solution is PowerDMS (Engage &amp; Policies and Procedures) by NeoGov, which aligns with contemporary processes and meets accreditation standards. This effort has been approved by the SCFD Director.</p> <p><b>Benefits:</b></p> <ul style="list-style-type: none"> <li>a. Feedback, surveys, tasks, and communication processes management with notifications.</li> <li>b. Templated communication workflows for consistent communication processes.</li> <li>c. Custom dashboards and reporting for comprehensive data analysis.</li> <li>d. CAD/RMS data Integration capabilities.</li> <li>e. Aligning with accreditation standards and the department's 2023-2028 Strategic Plan.</li> <li>f. ADA Compliance (WCAG AA and 508c)</li> </ul> <p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>a. PowerDMS is a fully cloud based solution/system.</li> <li>b. Fire personnel would manage the content of the PowerDMS applications though the provided web interface.</li> <li>c. Fire data can be populated via active directory sync, a CSV file, or manual entry.</li> <li>d. SSO option is available for authentication compatible with SAML or Microsoft ADFS.</li> <li>e. Fire confirmed that no HIPAA or PII will be loaded into the PowerDMS cloud environment. However, there is the potential for entering phone numbers and addresses.</li> <li>f. Fire confirmed that there are no compliance or privacy laws on the data that will reside on PowerDMS Engage &amp; Policy and Procedures.</li> <li>g. Fire confirmed that there will be integrations with Fire systems and data warehouse, but it will not include HIPAA or PII data.</li> </ul>
<b>3. What aspect of the system warrants the advanced review?</b>
<input checked="" type="checkbox"/> Internet Accessible <input type="checkbox"/> Does not conform to County Standard <input type="checkbox"/> Requires an unusual architecture.

- Complexity of the system
- Impact/criticality of the system
- Risk to the organization/network

**4. Briefly describe the security review findings.**

Per the assumptions above and research conducted through publicly accessible sources, we do not see any obvious or major security concerns with implementing PowerDMS. However, there are still some requirements and recommendations if a decision is made to purchase/implement PowerDMS:

- PowerDMS application/solution/purchase should be GovCloud compliant.
- All data exchanges and integrations with county systems must be encrypted using 256-bit AES or FIPS140-2 compliant protocols.
- Considering the type of audience (e.g., is it only for county staff, etc.) and number of users (e.g., handful of users or in the hundreds?) for this application, we strongly recommend integration with a SAML 2.x compliant technology (i.e., MS ADFS) to eliminate the complexities of managing accounts and credentials. This will eliminate redundancies, reduce risk, improve efficiencies, and drastically reduce the overhead of managing accounts in the application.
  - If SAML or SSO is not a possible or practical, the following must be met:
    - a. Accounts used must be aligned with county IDs and/or email addresses.
    - b. Accounts must be deprovisioned when employees separate from the county.
    - c. Unique passwords are required, and the Department must educate users to not use the same password as their county password.
      - i. Complexity requirements must be aligned with county password standards, i.e., 10 characters long, containing alphanumeric, capitalization, and special characters.
      - ii. Passwords must be changed every six (6) months.
    - d. Login sessions must be set to expire (automatic logoff) after fifteen (15) minutes.
- Enable/require Multi-Factor Authentication (MFA) for users/admins logging in to the application.
- Grant users only the minimum permissions required to perform their tasks in the PowerDMS application.
- Use a secondary Admin account with administrative privileges for administering the PowerDMS application.
- If possible, implement access control on the PowerDMS application to only allow access from the Seminole County network.
- When business partnership is terminated with NeoGov, an attestation of data destruction must be requested from NeoGov.

- In the event a security incident within the PowerDMS application, that elevates to a Data Breach involving county data, department/division/service provider, must notify the Security Team via [soc@seminolecountyfl.gov](mailto:soc@seminolecountyfl.gov) immediately.
- Department/Division must have a contingency plan (COOP) in place in the event PowerDMS application is not accessible.
- **When the above assumptions change, additional security review must be conducted.**

**5. Security review recommendation:**

- System/App is Approved for Accreditation
- System Denied for Accreditation

Approved/Denied by: Reginald Hardee

**Please submit this completed form to:**

[SharePoint](#)

**Contract Records** **Order Details**

<p><b>Account Number:</b> A-51181  <b>Customer:</b> Seminole County Fire Department (FL)  <b>Employee Count:</b> 571    <b>Sales Rep:</b> Cierra Decraene</p>	<p><b>Order #:</b> Q-245303  <b>Valid Until:</b> 6/30/2024  <b>Subscription Start Date:</b> Last signature date, or as shown in grid below (as applicable), whichever is later.    <b>Subscription Term (months):</b> 12</p>
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**Customer Contact**

<p><b>Billing Contact:</b> Seminole County Fire Department (FL)  Meredith Walker  150 Eslinger Way  Sanford, FL 32773  <b>Billing Contact Email:</b> mwalker02@seminolecountyfl.gov  <b>Billing Phone:</b> 4076655114</p>	<p><b>Shipping Contact :</b> Seminole County Fire Department (FL)  Meredith Walker  150 Eslinger Way  Sanford, Florida 32773  <b>Shipping Address:</b>  Sanford, Florida 32773  <b>Shipping Contact Email:</b> mwalker02@seminolecountyfl.gov  <b>Shipping Phone:</b> 4076655114</p>
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**Payment Terms**

<b>Payment Term:</b> Net 30	<b>Notes:</b>
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**Subscription Service**

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	6/14/2024	6/13/2025	1	\$17,935.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerDMS Standards for CPSE/CFAI Fire & Emergency Service	Recurring	6/14/2024	6/13/2025	1	\$1,150.00
Attach proofs to show compliance with CPSE/CFAI Standard, assign assessment tasks, track revisions, and status-based grading.					
CPSE/CFAI Manual	Recurring	6/14/2024	6/13/2025	1	\$0.00
PowerStandards for the Commission on Accreditation of Ambulance Services (CAAS) Standards Manual	Recurring	6/14/2024	6/13/2025	1	\$1,150.00
Attach proofs to show compliance with the Commission on Accreditation of Ambulance Services (CAAS) Standards Manual/assign assessment tasks to coworkers/track revisions made to standards manual/assign assessment tasks to coworkers/track revisions made to standards manual/status-based grading.					
PowerPolicy SSO	Recurring	6/14/2024	6/13/2025	1	\$1,034.45
Single Sign On Service. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerEngage Fire Subscription	Recurring	6/14/2024	6/13/2025	1	\$25,470.25
Automated text message / text survey platform for Fire/EMS departments based on interaction with a single department . Includes Rules Engine, Survey Builder - about the interaction with the Fire/EMS Department, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) . Does not include fees, if any, charged by the CAD vendor. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerPolicy Professional Setup (Onboarding)	Services	--	--	1	\$1,463.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.					
PowerEngage Fire Setup	Services	--	--	1	\$4,537.50

Item	Type	Start Date	End Date	Qty	Total (USD)
Includes the onboarding services to assist in the implementation and set up of the PowerEngage product. Includes the workshops and services described in the Statement of Work.					
<b>Year 1 TOTAL:</b>					<b>\$52,740.20</b>

Year 2

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	6/14/2025	6/13/2026	1	\$21,100.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerDMS Standards for CPSE/CFAI Fire & Emergency Service	Recurring	6/14/2025	6/13/2026	1	\$1,150.00
Attach proofs to show compliance with CPSE/CFAI Standard, assign assessment tasks, track revisions, and status-based grading.					
CPSE/CFAI Manual	Recurring	6/14/2025	6/13/2026	1	\$0.00
PowerStandards for the Commission on Accreditation of Ambulance Services (CAAS) Standards Manual	Recurring	6/14/2025	6/13/2026	1	\$1,150.00
Attach proofs to show compliance with the Commission on Accreditation of Ambulance Services (CAAS) Standards Manual/assign assessment tasks to coworkers/track revisions made to standards manual/assign assessment tasks to coworkers/track revisions made to standards manual/status-based grading.					
PowerPolicy SSO	Recurring	6/14/2025	6/13/2026	1	\$1,217.00
Single Sign On Service. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerEngage Fire Subscription	Recurring	6/14/2025	6/13/2026	1	\$29,965.00
Automated text message / text survey platform for Fire/EMS departments based on interaction with a single department . Includes Rules Engine, Survey Builder - about the interaction with the Fire/EMS Department, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) . Does not include fees, if any, charged by the CAD vendor. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
<b>Year 2 TOTAL:</b>					<b>\$54,582.00</b>
<b>Total:</b>					<b>\$107,322.20</b>

**This price does NOT include any sales tax. Total in USD**

**Additional Terms and Conditions**

**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

**Terms & Conditions:** **This Order Form creates a legally binding contract on the parties.** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Accepted and Agreed By Authorized Representative of:  
**Seminole County Fire Department (FL)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.  
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND  
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

## SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
  - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
  - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
  - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
  - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
  - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
- d) Data Responsibilities.
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers. NEOGOV agrees to safeguard Customer’s Confidential Information in accordance with Customer’s “Confidential Information and Data Processing Addendum” hereby incorporated by reference and made a part of this Agreement.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users

of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality

agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

### 14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with

Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV. To the fullest extent permitted by law, NEOGOV shall also indemnify Customer, from any and all claims, losses, damages, costs, attorney fees, and lawsuit for damages due to third party claims that are based upon bodily injury (including death), personal injury, damage to (including loss of) tangible property, or unauthorized access to any data, systems, databases, networks, or environments by any third party directly arising from any gross negligence or willful misconduct of NEOGOV in performing services hereunder ("Data Breach Claims"). The Contractor's indemnity does not extend to any loss arising from (i) the negligence or willful misconduct of any of the Indemnified Parties; (ii) third-party materials or Data; (iii) access to or use of the Contractor's materials in combination with any hardware, system, software, network, or other materials or service not provided by Contractor or specified for Customer's use in the Documentation; (iv) modification of the Contractor's Materials other than by or on behalf of Contractor; or with Contractor's written approval in accordance with Contractor's written specification; or (v) failure to timely implement any modifications, upgrades, replacements, or enhancements. **THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND NEOGOV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS**
- i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

#### 15. **Limitations of Liability.**

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f)

CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED (I) FOR NEOGOV'S BREACH OF ITS DATA SECURITY AND PRIVACY OBLIGATIONS UNDER SECTION 10 TWO TIMES (2X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY; AND (II) FOR ALL OTHER CLAIMS THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. EXCEPT, THE FOREGOING LIMITATIONS IN THIS SECTION 15(b) SHALL NOT APPLY TO CLAIMS ARISING FROM NEOGOV'S INTENTIONAL MISCONDUCT
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, as long as it has received approval from the Customer's County Management Office.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a

“Fulfillment Partner”), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

21. **Foreign Country of Concern Attestation.** As required by Florida Law, NEOGOV agrees to execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
23. **General.**
  - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Seminole County, Florida.
  - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
  - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
  - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
  - f) **Assignment.** Neither the Customer or NEOGOV may assign this Agreement without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be null and void. For purposes of clarity, any merger, consolidation, or reorganization involving NEOGOV (regardless of whether NEOGOV is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and NEOGOV will not be obligated to provide notice or obtain consent from Customer.
  - g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
  - h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, subcontractors are those specifically hired to provide to NEOGOV some or all of the services

that are the subject of this Agreement and who will have access to Customer personal data, and does not include the general provision of services or utilities which are also provided to NEOGOV's other customers as well as Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	<b>GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)</b>
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

**Exhibit B  
Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

**EXHIBIT B**  
**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.
- 1.2. 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” or “CONFIDENTIAL” 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: **purch@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**

- 2.1. 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:
  - 2.1.1. Personal Identifiable Information
    - 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;

**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.
  - 3.1.2. 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. 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. Notwithstanding the foregoing, Subject to Section 12 ("Subcontractors") of the Agreement, Contractor is 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.

3.1.3. Contractor shall:

- 3.1.3.1. Promptly 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.

3.2. 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) promptly notify the County in writing in the event of any actual 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, and (ii) as required by applicable laws.

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;
- 4.1.2. 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;
- 4.15. 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;
  - 4.16. 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;
  - 4.17. 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;
  - 4.19. 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.

## **5. Additional Rights and Obligations**

- 5.1. Contractor, at its own expense, shall arrange for a qualified and independent assessor, using an appropriate and accepted control standard or framework and assessment procedure, to conduct a 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. 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 written 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, or to terminate the Agreement with no charge or penalty in the event such deviation is not timely corrected.

## **6. Security or Privacy Breach**

61. 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, fully investigate the incident, and reasonably cooperate 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.
63. 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 reasonably 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, or to terminate the Agreement with no charge or penalty in the event Contractor does not timely correct the cause of the breach, reasonably 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.
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, such consent not to be unreasonably withheld, conditioned or delayed.

## **7. Other Obligations of Contractor**

- 7.1. Vendor shall defend, indemnify and hold the County harmless from and against any and all third party liabilities, losses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), to the extent resulting from Contractor's breach of its duties or obligations under this DPA.

## **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;
  - 8.1.2. 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.
- 9.2. To the extent there are any inconsistencies between the terms of this DPA and the terms of the Agreement, this DPA will prevail.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0635**

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**Title:**

Award IFB-604735-24/MHH - Residential HVAC/Mechanical Services to Climate Control Mechanical Services, Inc., Ocala, Hero Facility Services, LLC, Melbourne, Pat Lynch Construction, LLC, Orlando, and Synergy Heating & Cooling Inc, Deltona, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)  
Requesting Department - Community Services

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown CFO/Resource Management Director

**Contact/Phone Number:**

Michael Hall/407-665-7115

**Background:**

IFB-604735-24/MHH provides a certified Mechanical HVAC contractor in the State of Florida who shall complete HVAC related work for Seminole County in a reliable and timely manner. The Contractor shall have the capability to service multiple locations throughout Seminole County at any given time. The majority of work under this contract will be HVAC replacement work for residential properties.

This project was publicly advertised, and the County received seven (7) bids in response to the solicitation, one (1) of which was deemed non-responsive for failure to comply with Sections 3.34 "Bid Forms" and 4.23 "Pricing" of the IFB. The Review Committee, which consisted of Paul Pendang, Project Manager I, Community Development, Marshall Hervey, Project Manager I, Community Development, and Storm Tackett, Project Manager I, Community Development, reviewed the bids. Consideration was given to the contractor's ability, capacity and skill, character, integrity, reputation, judgment and efficiency, quality of performance on previous contracts or services to Seminole County or any other agency/client, references, and

bid price. The Review Committee recommends award of the Agreements to the lowest priced responsive, responsible bidders, Climate Control Mechanical Services, Inc., Ocala, Hero Facility Services, LLC, Melbourne, Pat Lynch Construction, LLC, Orlando, and Synergy Heating & Cooling Inc, Deltona.

Authorization for performance under this Agreement will be in the form of Purchase Orders issued and executed by the County. Each project will be quoted between the four (4) awardees. The agreement will take effect on the date of its execution and will remain in effect for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is \$150,000.00. Funds are available in multiple SHIP and CDBG accounts.

**Requested Action:**

Staff requests that the Board award IFB-604735-24/MHH - Residential HVAC/Mechanical Services to Climate Control Mechanical Services, Inc., Ocala, Hero Facility Services, LLC, Melbourne, Pat Lynch Construction, LLC, Orlando, and Synergy Heating & Cooling Inc, Deltona, for the estimated annual amount for this project of \$150,000.00, which is shared between the aforementioned awardees, and authorize the Purchasing and Contracts Division to execute the Agreements.

**TERM CONTRACT FOR RESIDENTIAL HVAC/MECHANICAL SERVICES  
(IFB-604735-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **CLIMATE CONTROL MECHANICAL SERVICES INC.**, duly authorized to conduct business in the State of Florida, whose address is 2695 NW 4th Street, Ocala, Florida 34475, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all permits, labor, material, supplies, transportation, insurance, incidentals, and equipment to repair, replace or install HVAC units, including associated ductwork, in residential properties in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained

in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services  
520 W. Lake Mary Blvd, Suite 100  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) (5) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

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

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street

Sanford, FL 32771

**For CONTRACTOR:**

Climate Control Mechanical Services Inc.  
2695 NW 4th St  
Ocala, Florida 34475

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST: CLIMATE CONTROL MECHANICAL SERVICES INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
LOUIE WISE III, PRESIDENT

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor shall provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair, replace or install HVAC units; including associated ductwork; in residential properties. The scope of work may include, but is not limited to:

- Repair or replacement of compressor, condenser (coil, fan, or entire unit), evaporator (coil or unit), refrigerant lines and insulation, refrigeration reclamation and recharging, leak detection and repair;
- Services related to air handlers;
- Services related to air terminal devices and heating;
- Services related to controls, cooling towers, pumps, inverters, boilers, water heaters;
- Services related to HVAC;
- Repair or replacement of fan/blower motors and/or assembly, evaporator coil, valves or insulation, electric heater elements and associated components, drain pans, and associated actuators;
- Repair/replacement of associated starters/disconnects.
- If Contractor does not submit a quote for a particular job, the Contractor must submit a “no quote” and the reason for no bidding the job. If Contractor declines to submit a quote to the County five (5) times or more within a year period, the County might terminate the Agreement.

### 2.2. Installation of New or Replacement Equipment

The Contractor shall visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the repairs and mutually agree to the types and quantities of items required for the work. The Contractor shall submit a quote to the Community Development Project Manager in the following manner:

- Description of work to include its specified location.
- Detailed pricing of each requirement including labor and materials in accordance with Agreement price schedule.
- Performance period in calendar days mutually agreed to by the County and the Contractor.
- Upon installation of new equipment, the Contractor shall provide a manual that includes the manufacturer's maintenance and operating instructions, parts list and serial numbers for all operating equipment to the owner of the property on which the equipment was installed.

- Upon completion of work, the contractor shall put the systems into service. The contractor shall be entirely responsible for the equipment during all testing operations.

### 2.3. Contractor's Responsibilities

- A. A detailed scope of services will be sent by the County Project Manager to the Contractor. The Contractor will provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall notify the Community Development Project Manager immediately. The Contractor may not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- E. The Contractor's time shall start on the job site. Any travel time and expenses shall be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
- G. The Contractor shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc., shall be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.
- I. The Contractor shall ensure that all construction debris and waste is cleaned up after work is completed daily and that the work area is returned to its original condition.

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- J. The Contractor shall ensure that all persons assigned to installation and repair work for the County carry proper identification.
  - K. Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of a contractor is deemed unacceptable by the County, Contractors shall immediately replace such personnel with an acceptable substitute to the County within two (2) business days.
  - L. The Contractor shall be able to provide all required services; including, but not limited to; HVAC work that includes replacement or rehabilitation in residences, building permits, lifting and delivery of equipment.
  - M. The Contractor shall employ a competent supervisor on the job throughout the entire contract period. The supervisor shall have a thorough knowledge of the work to be installed and repaired under this contract.
  - N. Workmanship throughout the contract period shall correspond to the standard of best practice, and all labor employed must be competent to do the work required.
  - O. The Contractor shall be responsible for all required permits and inspections for the Work. A copy shall be given to the designated County Representative.
  - P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

#### 2.4. Completion of the Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work shall be performed regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.
- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.
- D. After the work called for in a Purchase Order has been completed, the Contractor shall provide the following information in writing to the Community Development Project Manager:
  - o Actual hours used to perform the work (by category of personnel);
  - o Date and time the work was initiated and completed;
  - o Contractor's certification that the work has been completed;
  - o Copy of signed-off permit(s);
  - o A detailed breakdown of the materials used to complete the work, including applicable recipients for materials used;
  - o Craftsman notes as to work performed and observations made.

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Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Contractor shall guarantee all work meets and passes the County inspections. Should a plumbing repair or installation made by the Contractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the County.

## 2.6. Safety and Protection

Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time the Work is acceptable to the County.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor at his sole cost.

Contractor shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations.

At all times Contractor shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of County any of the above has been damaged or injured by reason of failure on the part of Contractor, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, materials, equipment and supplies shall be removed and replaced at the expense of Contractor.

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Contractor shall notify the County of any job site injuries at the project site. Serious injuries shall be verbally reported to the County within two (2) hours of occurrence of the incident. Contractor shall submit a written report of each serious injury to the County within twenty-four (24) hours of occurrence of the incident. Contractor shall prepare injury reports regardless of whether the injury is to the Contractor's personnel, subcontractors, County personnel or other persons.

## 2.7. Coordination with Other Contractors

The Contractor shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with rules and regulations, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

## 2.8. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work shall comply with the following codes: Florida Building Code, NFPA70 National Electrical Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations. Contractor shall comply with the Seminole County Rehabilitation Standards and General Conditions, Attachment B of the IFB documents.

## 2.9. Section 3 Clause

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR p Compliance Office of Planning/Program Support Art 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program)
- Florida State Statute 420.907 – 9079
- Florida Administrative Code Rule 67-37
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint)

## 2.10. [Pricing](#)

Contractors shall utilize the Pricing Form provided by the County under the Attachments Section titled "Exhibit C - Pricing Bid Form" and include it in their bid submittal.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-1116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

EXHIBIT "C" - PRICING BID FORM				
<b>SEMINOLE COUNTY</b> <b>IFB-604735-24/MHH - Residential HVAC/Mechanical Services</b>				
Completed EXHIBIT "C" - PRICING BID FORM <b>MUST</b> be included with Submitted Bid.				
<p>The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.</p>				
<b>Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)</b>				
POSITIONS				
ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Certified Service Technician (Regular Business Hours)	480	\$ 85.00	\$ 40,800.00
2	Certified Service Technician (Non-Regular Business Hours)	40	\$ 95.00	\$ 3,800.00
3	HVAC Helper (Regular Business Hours)	480	\$ 65.00	\$ 31,200.00
4	HVAC Helper (Non-Regular Business Hours)	40	\$ 80.00	\$ 3,200.00
SUPPLIES AND PARTS				
ITEM #				PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):			10%
Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)				
2	Mark down for Materials over Actual Cost:			0%
Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)				
<p><b>NOTE:</b> The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.</p>				

**EXHIBIT D - INSURANCE REQUIREMENTS**  
**RESIDENTIAL HVAC/MECHANICAL SERVICES**  
**IFB-604735-24/MHH**

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
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
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D. Contractor's Pollution Liability \$1,000,000 Per Occurrence

Agreement Name: Residential HVAC/Mechanical Services

Agreement Number: IFB-604735-24/MHN

### 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. 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 IFB-604735-24/MHN are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604735-24/MHN 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 13<sup>th</sup> day of March, 2024.

Climate Control Mechanical Services, Inc.  
Consultant Name

By: [Signature]  
Print Name: Larry A. Booth, Jr.  
Title: COO/CFO

STATE OF FLORIDA        )  
                                  Marion  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 13<sup>th</sup> day of March, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Larry "Al" Booth Jr.,  who is personally known to me or  who has produced NA as identification.



[Signature]  
Print Name Danielle Kloss  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 05/16/2025

E-Verify Affidavit  
Revised 11/2020

**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.](#)

CLIMATE CONTROL MECHANICAL SERVICES INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL HVAC/MECHANICAL SERVICES  
(IFB-604735-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **HERO FACILITY SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 2825 Business Circle Boulevard, Suite D110, Melbourne, Florida 32940, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all permits, labor, material, supplies, transportation, insurance, incidentals, and equipment to repair, replace or install HVAC units, including associated ductwork, in residential properties in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained

in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services  
520 W. Lake Mary Blvd, Suite 100  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) (5) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

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

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street

Sanford, FL 32771

**For CONTRACTOR:**

Hero Facility Services, LLC  
2825 Business Circle Boulevard, Suite D110  
Melbourne, Florida 32940

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

HERO FACILITY SERVICES, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
JASON DUHAMEL, CEO

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor shall provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair, replace or install HVAC units; including associated ductwork; in residential properties. The scope of work may include, but is not limited to:

- Repair or replacement of compressor, condenser (coil, fan, or entire unit), evaporator (coil or unit), refrigerant lines and insulation, refrigeration reclamation and recharging, leak detection and repair;
- Services related to air handlers;
- Services related to air terminal devices and heating;
- Services related to controls, cooling towers, pumps, inverters, boilers, water heaters;
- Services related to HVAC;
- Repair or replacement of fan/blower motors and/or assembly, evaporator coil, valves or insulation, electric heater elements and associated components, drain pans, and associated actuators;
- Repair/replacement of associated starters/disconnects.
- If Contractor does not submit a quote for a particular job, the Contractor must submit a “no quote” and the reason for no bidding the job. If Contractor declines to submit a quote to the County five (5) times or more within a year period, the County might terminate the Agreement.

### 2.2. Installation of New or Replacement Equipment

The Contractor shall visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the repairs and mutually agree to the types and quantities of items required for the work. The Contractor shall submit a quote to the Community Development Project Manager in the following manner:

- Description of work to include its specified location.
- Detailed pricing of each requirement including labor and materials in accordance with Agreement price schedule.
- Performance period in calendar days mutually agreed to by the County and the Contractor.
- Upon installation of new equipment, the Contractor shall provide a manual that includes the manufacturer's maintenance and operating instructions, parts list and serial numbers for all operating equipment to the owner of the property on which the equipment was installed.

- Upon completion of work, the contractor shall put the systems into service. The contractor shall be entirely responsible for the equipment during all testing operations.

### 2.3. Contractor's Responsibilities

- A. A detailed scope of services will be sent by the County Project Manager to the Contractor. The Contractor will provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall notify the Community Development Project Manager immediately. The Contractor may not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- E. The Contractor's time shall start on the job site. Any travel time and expenses shall be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
- G. The Contractor shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc., shall be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.
- I. The Contractor shall ensure that all construction debris and waste is cleaned up after work is completed daily and that the work area is returned to its original condition.

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- J. The Contractor shall ensure that all persons assigned to installation and repair work for the County carry proper identification.
  - K. Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of a contractor is deemed unacceptable by the County, Contractors shall immediately replace such personnel with an acceptable substitute to the County within two (2) business days.
  - L. The Contractor shall be able to provide all required services; including, but not limited to; HVAC work that includes replacement or rehabilitation in residences, building permits, lifting and delivery of equipment.
  - M. The Contractor shall employ a competent supervisor on the job throughout the entire contract period. The supervisor shall have a thorough knowledge of the work to be installed and repaired under this contract.
  - N. Workmanship throughout the contract period shall correspond to the standard of best practice, and all labor employed must be competent to do the work required.
  - O. The Contractor shall be responsible for all required permits and inspections for the Work. A copy shall be given to the designated County Representative.
  - P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

#### 2.4. Completion of the Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work shall be performed regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.
- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.
- D. After the work called for in a Purchase Order has been completed, the Contractor shall provide the following information in writing to the Community Development Project Manager:
  - o Actual hours used to perform the work (by category of personnel);
  - o Date and time the work was initiated and completed;
  - o Contractor's certification that the work has been completed;
  - o Copy of signed-off permit(s);
  - o A detailed breakdown of the materials used to complete the work, including applicable recipients for materials used;
  - o Craftsman notes as to work performed and observations made.

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Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Contractor shall guarantee all work meets and passes the County inspections. Should a plumbing repair or installation made by the Contractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the County.

## 2.6. Safety and Protection

Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time the Work is acceptable to the County.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor at his sole cost.

Contractor shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations.

At all times Contractor shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of County any of the above has been damaged or injured by reason of failure on the part of Contractor, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, materials, equipment and supplies shall be removed and replaced at the expense of Contractor.

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Contractor shall notify the County of any job site injuries at the project site. Serious injuries shall be verbally reported to the County within two (2) hours of occurrence of the incident. Contractor shall submit a written report of each serious injury to the County within twenty-four (24) hours of occurrence of the incident. Contractor shall prepare injury reports regardless of whether the injury is to the Contractor's personnel, subcontractors, County personnel or other persons.

## 2.7. Coordination with Other Contractors

The Contractor shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with rules and regulations, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

## 2.8. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work shall comply with the following codes: Florida Building Code, NFPA70 National Electrical Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations. Contractor shall comply with the Seminole County Rehabilitation Standards and General Conditions, Attachment B of the IFB documents.

## 2.9. Section 3 Clause

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR p Compliance Office of Planning/Program Support Art 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program)
- Florida State Statute 420.907 – 9079
- Florida Administrative Code Rule 67-37
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint)

## 2.10. [Pricing](#)

Contractors shall utilize the Pricing Form provided by the County under the Attachments Section titled "Exhibit C - Pricing Bid Form" and include it in their bid submittal.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-1116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

<b>EXHIBIT "C" - PRICING BID FORM</b>				
<b>SEMINOLE COUNTY</b>				
<b>IFB-604735-24/MHH - Residential HVAC/Mechanical Services</b>				
Completed EXHIBIT "C" - PRICING BID FORM <b>MUST</b> be included with Submitted Bid.				
<p>The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.</p>				
<b>Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)</b>				
<b>POSITIONS</b>				
ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Certified Service Technician (Regular Business Hours)	480	\$ 110.00	\$ 52,800.00
2	Certified Service Technician (Non-Regular Business Hours)	40	\$ 165.00	\$ 6,600.00
3	HVAC Helper (Regular Business Hours)	480	\$ 75.00	\$ 36,000.00
4	HVAC Helper (Non-Regular Business Hours)	40	\$ 112.50	\$ 4,500.00
<b>SUPPLIES AND PARTS</b>				
ITEM #				PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):			10%
<p><b>Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)</b></p>				
2	Mark down for Materials over Actual Cost:			0%
<p><b>Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)</b></p>				
<p><b>NOTE:</b> The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.</p>				

**EXHIBIT D - INSURANCE REQUIREMENTS**  
**RESIDENTIAL HVAC/MECHANICAL SERVICES**  
**IFB-604735-24/MHH**

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
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Contractor's Pollution Liability \$1,000,000 Per Occurrence

Agreement Name: Seminole County Residential HVAC/Mechanical Services

Agreement Number: IFB-604 735-24/MHH

**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. 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 IFB-604735-24/MHH are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604735-24/MHH 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 29 day of FEBRUARY, 20 24

Hero Facility Services, LLC

Consultant Name

By:

Print Name: Jason Duhamel

Title: CEO

STATE OF FLORIDA )

COUNTY OF BREVARD )

I HEREBY CERTIFY that, on this 29 day of February, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jason Duhamel,  who is personally known to me  or who has produced \_\_\_\_\_ as identification.

Rachel Stephens  
Print Name Rachel Stephens  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: Oct. 12, 2025



**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.](#)

HERO FACILITY SERVICES, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL HVAC/MECHANICAL SERVICES  
(IFB-604735-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PAT LYNCH CONSTRUCTION, LLC**, duly authorized to conduct business in the State of Florida, whose address is 909 Dennis Avenue, Orlando, Florida 32807, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all permits, labor, material, supplies, transportation, insurance, incidentals, and equipment to repair, replace or install HVAC units, including associated ductwork, in residential properties in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in

response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services  
520 W. Lake Mary Blvd, Suite 100  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) (5) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

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

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street

Sanford, FL 32771

**For CONTRACTOR:**

Pat Lynch Construction, LLC  
909 Dennis Avenue,  
Orlando, Florida 32807

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

PAT LYNCH CONSTRUCTION, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
PATRICK M. LYNCH, Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor shall provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair, replace or install HVAC units; including associated ductwork; in residential properties. The scope of work may include, but is not limited to:

- Repair or replacement of compressor, condenser (coil, fan, or entire unit), evaporator (coil or unit), refrigerant lines and insulation, refrigeration reclamation and recharging, leak detection and repair;
- Services related to air handlers;
- Services related to air terminal devices and heating;
- Services related to controls, cooling towers, pumps, inverters, boilers, water heaters;
- Services related to HVAC;
- Repair or replacement of fan/blower motors and/or assembly, evaporator coil, valves or insulation, electric heater elements and associated components, drain pans, and associated actuators;
- Repair/replacement of associated starters/disconnects.
- If Contractor does not submit a quote for a particular job, the Contractor must submit a “no quote” and the reason for no bidding the job. If Contractor declines to submit a quote to the County five (5) times or more within a year period, the County might terminate the Agreement.

### 2.2. Installation of New or Replacement Equipment

The Contractor shall visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the repairs and mutually agree to the types and quantities of items required for the work. The Contractor shall submit a quote to the Community Development Project Manager in the following manner:

- Description of work to include its specified location.
- Detailed pricing of each requirement including labor and materials in accordance with Agreement price schedule.
- Performance period in calendar days mutually agreed to by the County and the Contractor.
- Upon installation of new equipment, the Contractor shall provide a manual that includes the manufacturer's maintenance and operating instructions, parts list and serial numbers for all operating equipment to the owner of the property on which the equipment was installed.

- Upon completion of work, the contractor shall put the systems into service. The contractor shall be entirely responsible for the equipment during all testing operations.

### 2.3. Contractor's Responsibilities

- A. A detailed scope of services will be sent by the County Project Manager to the Contractor. The Contractor will provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall notify the Community Development Project Manager immediately. The Contractor may not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- E. The Contractor's time shall start on the job site. Any travel time and expenses shall be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
- G. The Contractor shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc., shall be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.
- I. The Contractor shall ensure that all construction debris and waste is cleaned up after work is completed daily and that the work area is returned to its original condition.

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- J. The Contractor shall ensure that all persons assigned to installation and repair work for the County carry proper identification.
  - K. Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of a contractor is deemed unacceptable by the County, Contractors shall immediately replace such personnel with an acceptable substitute to the County within two (2) business days.
  - L. The Contractor shall be able to provide all required services; including, but not limited to; HVAC work that includes replacement or rehabilitation in residences, building permits, lifting and delivery of equipment.
  - M. The Contractor shall employ a competent supervisor on the job throughout the entire contract period. The supervisor shall have a thorough knowledge of the work to be installed and repaired under this contract.
  - N. Workmanship throughout the contract period shall correspond to the standard of best practice, and all labor employed must be competent to do the work required.
  - O. The Contractor shall be responsible for all required permits and inspections for the Work. A copy shall be given to the designated County Representative.
  - P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

#### 2.4. Completion of the Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work shall be performed regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.
- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.
- D. After the work called for in a Purchase Order has been completed, the Contractor shall provide the following information in writing to the Community Development Project Manager:
  - o Actual hours used to perform the work (by category of personnel);
  - o Date and time the work was initiated and completed;
  - o Contractor's certification that the work has been completed;
  - o Copy of signed-off permit(s);
  - o A detailed breakdown of the materials used to complete the work, including applicable recipients for materials used;
  - o Craftsman notes as to work performed and observations made.

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Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Contractor shall guarantee all work meets and passes the County inspections. Should a plumbing repair or installation made by the Contractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the County.

## 2.6. Safety and Protection

Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time the Work is acceptable to the County.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor at his sole cost.

Contractor shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations.

At all times Contractor shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of County any of the above has been damaged or injured by reason of failure on the part of Contractor, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, materials, equipment and supplies shall be removed and replaced at the expense of Contractor.

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Contractor shall notify the County of any job site injuries at the project site. Serious injuries shall be verbally reported to the County within two (2) hours of occurrence of the incident. Contractor shall submit a written report of each serious injury to the County within twenty-four (24) hours of occurrence of the incident. Contractor shall prepare injury reports regardless of whether the injury is to the Contractor's personnel, subcontractors, County personnel or other persons.

## 2.7. Coordination with Other Contractors

The Contractor shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with rules and regulations, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

## 2.8. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work shall comply with the following codes: Florida Building Code, NFPA70 National Electrical Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations. Contractor shall comply with the Seminole County Rehabilitation Standards and General Conditions, Attachment B of the IFB documents.

## 2.9. Section 3 Clause

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR p Compliance Office of Planning/Program Support Art 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program)
- Florida State Statute 420.907 – 9079
- Florida Administrative Code Rule 67-37
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint)

## 2.10. [Pricing](#)

Contractors shall utilize the Pricing Form provided by the County under the Attachments Section titled "Exhibit C - Pricing Bid Form" and include it in their bid submittal.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

EXHIBIT "C" - PRICING BID FORM				
SEMINOLE COUNTY				
IFB-604735-24/MHH - Residential HVAC/Mechanical Services				
Completed EXHIBIT "C" - PRICING BID FORM <b>MUST</b> be included with Submitted Bid.				
<p>The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.</p>				
<p>Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)</p>				
POSITIONS				
ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Certified Service Technician (Regular Business Hours)	480	\$ 50 -	\$ 24,000 -
2	Certified Service Technician (Non-Regular Business Hours)	40	\$ 75 -	\$ <del>3,000</del> 3,000
3	HVAC Helper (Regular Business Hours)	480	\$ 40 -	\$ 19,200 -
4	HVAC Helper (Non-Regular Business Hours)	40	\$ 60 -	\$ 2,400 -
SUPPLIES AND PARTS				
ITEM #	DESCRIPTION	PERCENT MARK UP		
1	Mark up for Materials over Actual Cost (10% maximum):	10	0%	
<p><b>Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)</b></p>				
2	Mark down for Materials over Actual Cost:	10	0%	
<p><b>Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)</b></p>				
<p><b>NOTE:</b> The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.</p>				

**EXHIBIT D - INSURANCE REQUIREMENTS**  
**RESIDENTIAL HVAC/MECHANICAL SERVICES**  
**IFB-604735-24/MHH**

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
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
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D. Contractor's Pollution Liability \$1,000,000 Per Occurrence

Agreement Name: H VAC  
 Agreement Number: IFB-604735-24/MHH

### 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. 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 604735-24 are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number 604735-24 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 11 day of March, 2024.

Pat Lynch Construction, LLC  
Consultant Name

By: PAT LYNCH  
Print Name: Patrick Lynch  
Title: President

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

I HEREBY CERTIFY that, on this 11 day of March, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Pat Lynch,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Valdira Speake  
Print Name Valdira Speake  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 01/25/27



E-Verify Affidavit  
Revised 11/2020

**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.](#)

PAT LYNCH CONSTRUCTION, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL HVAC/MECHANICAL SERVICES  
(IFB-604735-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SYNERGY HEATING AND COOLING INC**, duly authorized to conduct business in the State of Florida, whose address is 1106 Lyric Drive, Deltona, Florida 32738, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all permits, labor, material, supplies, transportation, insurance, incidentals, and equipment to repair, replace or install HVAC units, including associated ductwork, in residential properties in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in

response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services  
520 W. Lake Mary Blvd, Suite 100  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) (5) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

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

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street

Sanford, FL 32771

**For CONTRACTOR:**

Synergy Heating & Cooling Inc  
1106 Lyric Drive  
Deltona, Florida

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

SYNERGY HEATING AND COOLING INC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
ROY J. DURKEE II, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor shall provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair, replace or install HVAC units; including associated ductwork; in residential properties. The scope of work may include, but is not limited to:

- Repair or replacement of compressor, condenser (coil, fan, or entire unit), evaporator (coil or unit), refrigerant lines and insulation, refrigeration reclamation and recharging, leak detection and repair;
- Services related to air handlers;
- Services related to air terminal devices and heating;
- Services related to controls, cooling towers, pumps, inverters, boilers, water heaters;
- Services related to HVAC;
- Repair or replacement of fan/blower motors and/or assembly, evaporator coil, valves or insulation, electric heater elements and associated components, drain pans, and associated actuators;
- Repair/replacement of associated starters/disconnects.
- If Contractor does not submit a quote for a particular job, the Contractor must submit a “no quote” and the reason for no bidding the job. If Contractor declines to submit a quote to the County five (5) times or more within a year period, the County might terminate the Agreement.

### 2.2. Installation of New or Replacement Equipment

The Contractor shall visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the repairs and mutually agree to the types and quantities of items required for the work. The Contractor shall submit a quote to the Community Development Project Manager in the following manner:

- Description of work to include its specified location.
- Detailed pricing of each requirement including labor and materials in accordance with Agreement price schedule.
- Performance period in calendar days mutually agreed to by the County and the Contractor.
- Upon installation of new equipment, the Contractor shall provide a manual that includes the manufacturer's maintenance and operating instructions, parts list and serial numbers for all operating equipment to the owner of the property on which the equipment was installed.

- Upon completion of work, the contractor shall put the systems into service. The contractor shall be entirely responsible for the equipment during all testing operations.

### 2.3. Contractor's Responsibilities

- A. A detailed scope of services will be sent by the County Project Manager to the Contractor. The Contractor will provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall notify the Community Development Project Manager immediately. The Contractor may not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- E. The Contractor's time shall start on the job site. Any travel time and expenses shall be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.
- G. The Contractor shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc., shall be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.
- I. The Contractor shall ensure that all construction debris and waste is cleaned up after work is completed daily and that the work area is returned to its original condition.

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- J. The Contractor shall ensure that all persons assigned to installation and repair work for the County carry proper identification.
  - K. Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of a contractor is deemed unacceptable by the County, Contractors shall immediately replace such personnel with an acceptable substitute to the County within two (2) business days.
  - L. The Contractor shall be able to provide all required services; including, but not limited to; HVAC work that includes replacement or rehabilitation in residences, building permits, lifting and delivery of equipment.
  - M. The Contractor shall employ a competent supervisor on the job throughout the entire contract period. The supervisor shall have a thorough knowledge of the work to be installed and repaired under this contract.
  - N. Workmanship throughout the contract period shall correspond to the standard of best practice, and all labor employed must be competent to do the work required.
  - O. The Contractor shall be responsible for all required permits and inspections for the Work. A copy shall be given to the designated County Representative.
  - P. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

#### 2.4. Completion of the Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work shall be performed regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.
- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.
- D. After the work called for in a Purchase Order has been completed, the Contractor shall provide the following information in writing to the Community Development Project Manager:
  - o Actual hours used to perform the work (by category of personnel);
  - o Date and time the work was initiated and completed;
  - o Contractor's certification that the work has been completed;
  - o Copy of signed-off permit(s);
  - o A detailed breakdown of the materials used to complete the work, including applicable recipients for materials used;
  - o Craftsman notes as to work performed and observations made.

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Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Contractor shall guarantee all work meets and passes the County inspections. Should a plumbing repair or installation made by the Contractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the County.

## 2.6. Safety and Protection

Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time the Work is acceptable to the County.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor at his sole cost.

Contractor shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations.

At all times Contractor shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of County any of the above has been damaged or injured by reason of failure on the part of Contractor, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, materials, equipment and supplies shall be removed and replaced at the expense of Contractor.

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Contractor shall notify the County of any job site injuries at the project site. Serious injuries shall be verbally reported to the County within two (2) hours of occurrence of the incident. Contractor shall submit a written report of each serious injury to the County within twenty-four (24) hours of occurrence of the incident. Contractor shall prepare injury reports regardless of whether the injury is to the Contractor's personnel, subcontractors, County personnel or other persons.

## 2.7. Coordination with Other Contractors

The Contractor shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with rules and regulations, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

## 2.8. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work shall comply with the following codes: Florida Building Code, NFPA70 National Electrical Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations. Contractor shall comply with the Seminole County Rehabilitation Standards and General Conditions, Attachment B of the IFB documents.

## 2.9. Section 3 Clause

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR p Compliance Office of Planning/Program Support Art 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program)
- Florida State Statute 420.907 – 9079
- Florida Administrative Code Rule 67-37
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint)

## 2.10. [Pricing](#)

Contractors shall utilize the Pricing Form provided by the County under the Attachments Section titled "Exhibit C - Pricing Bid Form" and include it in their bid submittal.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S  
H  
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P** TO



**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

**V  
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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-1116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

EXHIBIT "C" - PRICING BID FORM				
<b>SEMINOLE COUNTY</b> <b>IFB-604735-24/MHH - Residential HVAC/Mechanical Services</b>				
Completed EXHIBIT "C" - PRICING BID FORM <b>MUST</b> be included with Submitted Bid.				
<p>The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.</p>				
<b>Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)</b>				
POSITIONS				
ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Certified Service Technician (Regular Business Hours)	480	\$ 95.00	\$ 45,600.00
2	Certified Service Technician (Non-Regular Business Hours)	40	\$ 125.00	\$ 5,000.00
3	HVAC Helper (Regular Business Hours)	480	\$ 65.00	\$ 31,200.00
4	HVAC Helper (Non-Regular Business Hours)	40	\$ 95.00	\$ 3,800.00
SUPPLIES AND PARTS				
ITEM #				PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):			10%
Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)				
2	Mark down for Materials over Actual Cost:			0%
Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)				
<p><b>NOTE:</b> The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.</p>				

**EXHIBIT D - INSURANCE REQUIREMENTS**  
**RESIDENTIAL HVAC/MECHANICAL SERVICES**  
**IFB-604735-24/MHH**

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
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Contractor's Pollution Liability \$1,000,000 Per Occurrence

Agreement Name: Residential HVAC/Mechanical Services

Agreement Number: IFB-604735-24 MHH

### 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. 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 IFB-604735-24 MHH are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB 604735-24 MHH 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]*

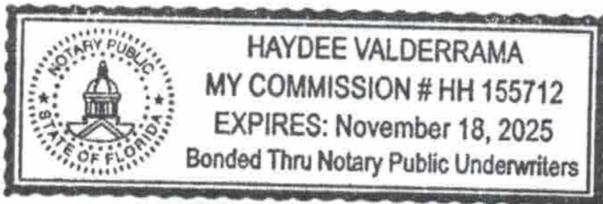
DATED this 12<sup>th</sup> day of March, 2024.

[Signature]  
Consultant Name

By: \_\_\_\_\_  
Print Name: Roy Durkee  
Title: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE     )  
                          Volusia

I HEREBY CERTIFY that, on this 12<sup>th</sup> day of MARCH, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Roy J Durkee,  who is personally known to me or  who has produced DL of FL D62D-730-86-162A as identification.



[Signature]  
Print Name HAYDEE VALDERRAMA  
Notary Public in and for the County Volusia  
and State Aforementioned  
My commission expires: November 18, 2025

**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.](#)

SYNERGY HEATING & COOLING INC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



Seminole County  
**Resource Management - Purchasing & Contracts**  
 Stephen Koontz, Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**BID TABULATION**

IFB-604735-24/MHH

**RESIDENTIAL HVAC/MECHANICAL SERVICES**

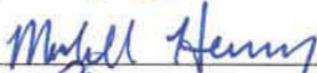
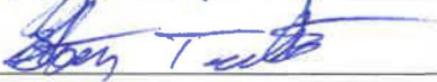
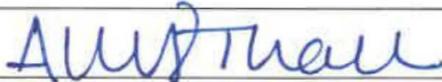
RESPONSE DEADLINE: Wednesday, March 13, 2024

Report Generated: Thursday, April 25, 2024

Response 1	Response 2	Response 3	Response 4
E.R. Reeves Corporation d/b/a All Seasons Air Conditioning 1512 Vassar St. Orlando, FL 32804 Lee-Ann Reeves <a href="mailto:leeannreeves@gmail.com">leeannreeves@gmail.com</a> Phone: (407) 894-6056	Care-N-Comfort Air Conditioning Co. 3132 Orleans Way South Apopka, FL 32703 Eduardo Arroyo <a href="mailto:careandcomfortair@gmail.com">careandcomfortair@gmail.com</a> Phone: N/A	Climate Control Mechanical Services, Inc. 2695 NW 4th St Ocala, FL 34475 Louie Wise III <a href="mailto:bids@climatecontrolflorida.com">bids@climatecontrolflorida.com</a> Phone: (352) 291-0185	Hero Facility Services, LLC 2825 Business Circle Blvd, Suite D110 Melbourne, FL 32940 Janet Cooper <a href="mailto:jcooper@hfservice.com">jcooper@hfservice.com</a> Phone: (206) 617-5678
\$131,920.00	\$214,980.00	\$79,000.00	\$99,900.00
	Response 5	Response 6	
	Pat Lynch Construction LLC 909 Dennis Ave Orlando, FL 32807 Pat Lynch <a href="mailto:patlynchconstruction60@gmail.com">patlynchconstruction60@gmail.com</a> Phone: N/A	Synergy Heating & Cooling Inc 1106 Lyric Drive Deltona, FL 32738 Roy Durkee <a href="mailto:synhvac@gmail.com">synhvac@gmail.com</a> Phone: (407) 412-7188	
	\$48,600.00	\$85,600.00	

Tabulated by Michael Hall, Senior Procurement Analyst, on March 13, 2024, at 2:00 pm.

Recommendation/Intent to Award to Climate Control Mechanical Services Inc., Hero Facility Services, Pat Lynch Construction LLC, and Synergy Heating & Cooling Inc.

<b>Committee Member</b>	<b>Title</b>	<b>Signature</b>
Paul Pedang	Project Manager I - Community Development	
Marshall Hervey	Project Manager I - Community Development	 Marshall Hervey
Storm Tackett	Project Manager I - Community Development	 Storm Tackett
<b>Director</b>	<b>Title</b>	<b>Signature</b>
Allison Thall	Director of Community Services	 Allison Thall



Seminole County  
**Resource Management - Purchasing & Contracts**  
 Stephen Koontz, Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**  
 IFB-604735-24/MHH  
Residential HVAC/Mechanical Services  
 RESPONSE DEADLINE: March 13, 2024 at 2:00 pm  
 Report Generated: Thursday, April 25, 2024

**PHASE 1**

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work	Pass / Fail	1 (25% of Total)

Description:  
 Can the apparent low bidder perform the work promptly, or within the time specified, without delay or interference.

Criteria	Scoring Method	Weight (Points)
Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder	Pass / Fail	1 (25% of Total)

Description: N/A

Criteria	Scoring Method	Weight (Points)
The quality of performance on previous contracts or services to Seminole County or any other agency or client.	Pass / Fail	1 (25% of Total)

Description: N/A

EVALUATION TABULATION  
 IFB No. IFB-604735-24/MHH  
 Residential HVAC/Mechanical Services

Criteria	Scoring Method	Weight (Points)
Reference Checks	Pass / Fail	1 (25% of Total)

Description:  
 Please check any references provided.

**AGGREGATE SCORES SUMMARY**

Vendor	Marshall Hervey	Paul Pendang	Storm Tackett	Total Score (Max Score 4)
Climate Control Mechanical Services Inc.	4	4	4	4
Hero Facility Services	4	4	4	4
PAT LYNCH CONSTRUCTION LLC	4	4	4	4
Synergy Heating & Cooling Inc	4	4	4	4
All Seasons Air Conditioning	3	3	3	3
Care-N-Comfort Air Conditioning co.	3	3	3	3

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (25%)	Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder Pass / Fail 1 Points (25%)	The quality of performance on previous contracts or services to Seminole County or any other agency or client. Pass / Fail 1 Points (25%)	Reference Checks Pass / Fail 1 Points (25%)	Total Score (Max Score 4)
Climate Control Mechanical Services Inc.	100%	100%	100%	100%	4

EVALUATION TABULATION  
 IFB No. IFB-604735-24/MHH  
 Residential HVAC/Mechanical Services

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (25%)	Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder Pass / Fail 1 Points (25%)	The quality of performance on previous contracts or services to Seminole County or any other agency or client. Pass / Fail 1 Points (25%)	Reference Checks Pass / Fail 1 Points (25%)	Total Score (Max Score 4)
Hero Facility Services	100%	100%	100%	100%	4
PAT LYNCH CONSTRUCTION LLC	100%	100%	100%	100%	4
Synergy Heating & Cooling Inc	100%	100%	100%	100%	4
All Seasons Air Conditioning	100%	0%	100%	100%	3
Care-N-Comfort Air Conditioning co.	100%	0%	100%	100%	3

**INDIVIDUAL PROPOSAL SCORES**

All Seasons Air Conditioning	
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work   Pass / Fail   1 Points (25%)	
Marshall Hervey: Pass	Licensure date from 1985
Paul Pendang: Pass	Licensed HVAC vendor
Storm Tackett: Pass	Vendor is licensed to perform work in the state of Florida.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Fail

Hourly rate to high.

Paul Pendang: Fail

Pricing too high for the type of work needed

Storm Tackett: Fail

The pricing is much higher than any of the other applicants.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

FDOT

Paul Pendang: Pass

No reason to fail this category

Storm Tackett: Pass

Vendor has worked for other municipalities.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Three references listed without dates.

Paul Pendang: Pass

Good references

Storm Tackett: Pass

References are good.

**Care-N-Comfort Air Conditioning co.**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

References appear to be local.

Paul Pendang: Pass

Licensed for this type of work

Storm Tackett: Pass

Vendor has a license to work in the state of Florida.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Fail

Highest hourly rate comparing all applicants.

Paul Pendang: Fail

Pricing way too high

Storm Tackett: Fail

The applicants pricing is an issue.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Brevard County Housing was indicated on application.

Paul Pendang: Pass

Works with other municipalities

Storm Tackett: Pass

The vendor has worked for other municipalities.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Handwritten reference sheet

Paul Pendang: Pass

Good references

Storm Tackett: Pass

The vendor references are good.

**Climate Control Mechanical Services Inc.**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Applicant provided the most information compared to other applicants. Appears to be very professional.

Paul Pendang: Pass

Have the capacity

Storm Tackett: Pass

The applicant has a license to perform work in the state of Florida.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Appears to be second lowest hourly rate submitted from all applicants.

Paul Pendang: Pass

Good pricing

Storm Tackett: Pass

The pricing for the vendors services is within a reasonable range of the other applicants.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Part of the Ocala Housing Authority and services Orange County Government

Paul Pendang: Pass

Works for other municipalities

Storm Tackett: Pass

The vendor has performed satisfactory work for Seminole county in the past.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Listed the most references, appears to be well qualified.

Paul Pendang: Pass

Good references

Storm Tackett: Pass

The vendors references are good.

**Hero Facility Services**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Part of the BBB and Disabled veteran owned small business.

Paul Pendang: Pass

Ability and capacity are not an issue

Storm Tackett: Pass

The vendor is licensed to work in the state of Florida.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Appeared to be slightly higher hourly rate but still very competitive to market.

Paul Pendar: Pass

Good pricing

Storm Tackett: Pass

The vendors pricing is within the expected range of all the applicants.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

FDOT for Cocoa and Brevard

Paul Pendar: Pass

Previous work with various municipalities

Storm Tackett: Pass

The vendor works with other municipalities.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Three references listed, USPS and FDOT part of their application.

Paul Pendar: Pass

Good references

Storm Tackett: Pass

The vendor has good references.

### PAT LYNCH CONSTRUCTION LLC

#### Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

Yes, Pat Lynch has been part of our MHR program for roof, plumbing, accessibility and weatherization.

Paul Pendang: Pass

Capacity for this type of work is good

Storm Tackett: Pass

This vendor has works with Seminole county presently.

#### Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

Pat Lynch appears to be the lowest hourly rate submitted for this round of applicants.

Paul Pendang: Pass

Great pricing

Storm Tackett: Pass

The vendor has the most reasonable q21xscgh

#### The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

Currently part of our MHR program and Re-Hab

Paul Pendang: Pass

Performed well under previous Seminole County MSA Contracts

Storm Tackett: Pass

This vendor currently works for Seminole county.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

I've interacted with Pat Lynch's installers on multiple MHR clients.

Paul Pendang: Pass

Good references

Storm Tackett: Pass

The vendor has good references.

**Synergy Heating & Cooling Inc**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

According to the documents submitted, yes.

Paul Pendang: Pass

Capacity is good

Storm Tackett: Pass

The vendor has a license to perform work in the state of Florida.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Competitive hourly rate.

Paul Pendang: Pass

Pricing is good

Storm Tackett: Pass

The vendors pricing is within a reasonable range of the other applicants.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Documents submitted indicated other agencies of assistance.

Paul Pendang: Pass

Good

Storm Tackett: Pass

The vendor currently works with other municipalities.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Referenced were provided, 2/3 were commercial.

Paul Pendang: Pass

good references

Storm Tackett: Pass

The vendors references are good.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0657**

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**Title:**

Award IFB-604756-24/MHH - Residential Roofing Services to Integrity Roofing & Gutters Inc., Orlando, Pat Lynch Construction, LLC, Orlando, Roof Monkeys LLC, Fletcher, North Carolina and The Ford Design Group, LLC, Clermont, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO, Resource Management Director**) Requesting Department - Community Services

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Stephen Koontz, Purchasing and Contracts Division Manager

**Contact/Phone Number:**

Michael Hall, 407-665-7115

**Background:**

IFB-604756-24/MHH provides a licensed roofing contractor in the State of Florida who shall complete roofing related work for Seminole County in a reliable and timely manner. The Contractor shall have the capability to service multiple locations throughout Seminole County at any given time. The majority of work under this contract will be roofing repair and replacement work for residential properties.

This project was publicly advertised, and the County received four (4) bids in response to the solicitation. The Review Committee, which consisted of Paul Pendang, Project Manager I, Community Development, Marshall Hervey, Project Manager I, Community Development, and Storm Tackett, Project Manager I, Community Development, reviewed the bids. Consideration was given to the contractor's ability, capacity and skill, character, integrity, reputation, judgment and efficiency, quality of performance on previous contracts or services to Seminole County or any other agency/client, references, and bid price. The Review Committee recommends award of the Agreements to the lowest priced responsive, responsible bidders, Residential Roofing Services to Integrity Roofing & Gutters Inc., Orlando, Pat Lynch Construction, LLC,

Orlando, Roof Monkeys LLC, Fletcher, North Carolina and The Ford Design Group, LLC, Clermont.

Authorization for performance under this Agreement will be in the form of Purchase Orders issued and executed by the County. Each project will be quoted between the four (4) awardees. The agreement will take effect on the date of its execution and will remain in effect for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is \$200,000.00. Funds are available in multiple SHIP and CDBG accounts.

**Requested Action:**

Staff recommends that the Board award IFB-604756-24/MHH - Residential Roofing Services to Integrity Roofing & Gutters Inc., Orlando, Pat Lynch Construction, LLC, Orlando, Roof Monkeys LLC, Fletcher, North Carolina and The Ford Design Group, LLC, Clermont, for the estimated annual amount for this project of \$200,000.00, which is shared between the aforementioned awardees, and authorize the Purchasing and Contracts Division to execute the Agreements.

**TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES  
(IFB-604756-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **THE FORD DESIGN GROUP, LLC**, duly authorized to conduct business in the State of Florida, whose address is 3735 South Highway 27, Suite 105, Clermont, Florida 34711, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide roofing repair and replacement services for residential properties for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, Florida 32771

**For CONTRACTOR:**

The Ford Design Group, LLC  
3735 South Highway 27, Suite 105  
Clermont, Florida 34711

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

THE FORD DESIGN GROUP, LLC

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
ZURNY DESHAWN FORD, Manager

(CORPORATE SEAL)

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Purchasing and Contracts Division Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayments, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

### 2.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Community Development Project Manager in the following manner:

- A. Description of work to include its specified location.
- B. Detailed pricing of each requirement including labor and materials.
- C. Performance period in calendar days mutually agreed to by the County and the Contractor.
- D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

### 2.3. Contractor's Responsibilities

- A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Community Development Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.
- E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or

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workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for five (5) years after acceptance of the work by the County.

- G. The Contractor must conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.
- I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.
- J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.
- K. The Contractor must be able to provide all required services; including, but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.
- L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.
- M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.
- N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.
- O. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

#### 2.4. Completion of Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

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- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Community Development Project Manager:

- Actual hours used to perform the work (by category of personnel).
- Date and time the work was initiated and completed.
- Contractor's certification that the work has been completed copy of signed-off permit(s).
- A detailed breakdown of the materials used to complete the work, including applicable receipts for materials used.
- Craftsman notes as to work performed and observations made.

Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of five (5) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

## 2.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment A of the IFB documents.

## 2.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

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- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).
- Florida State Statute 420.907 - 9079.
- Florida Administrative Code Rule 67-37.
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

**EXHIBIT "C" - PRICING BID FORM**

**SEMINOLE COUNTY**

**IFB-604756-24/MHH - Residential Roofing Services**

Completed EXHIBIT "C" - PRICING BID FORM **MUST** be included with Submitted Bid.



The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.

**Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)**

**POSITIONS**

ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	\$ 40.00	\$ 7,200.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	\$ 60.00	\$ 2,400.00
3	Roofer Helper (Regular Business Hours)	900	\$ 30.00	\$ 27,000.00
4	Roofer Helper (Non-Regular Business Hours)	40	\$ 45.00	\$ 1,800.00
5	Roofer Apprentice (Regular Business Hours)	900	\$ 35.00	\$ 31,500.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	\$ 53.00	\$ 2,120.00

**SUPPLIES AND PARTS**

ITEM #		PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):	8%

**Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)**

2	Mark down for Materials over Actual Cost:	3%
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**Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)**

**NOTE:** The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**RESIDENTIAL ROOFING SERVICES**  
**IFB-604756-24**

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
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Contractor's Pollution Liability

\$1,000,000	Per Occurrence
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Agreement Name: Residential Roofing services

Agreement Number: IFB-604735-24/MHH

**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. 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 IFB-604735-24/MHH are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604735-24/MHH 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 6th day of May, 2024.

**Zurny Ford**

Consultant Name

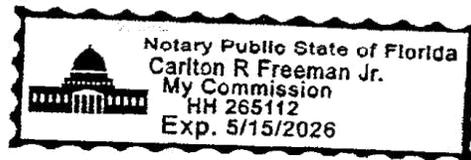
By: 

Print Name: Zurny Ford

Title: CEO/CGC/CCC

STATE OF FLORIDA )

COUNTY OF SEMINOLE )



I HEREBY CERTIFY that, on this 6th day of May, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Zurny D Ford,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.



Print Name Carlton R. Freeman

Notary Public in and for the County and State Aforementioned

My commission expires: 5/15/2024

**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.](#)

THE FORD DESIGN GROUP, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES  
(IFB-604756-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **INTEGRITY ROOFING & GUTTERS INC.**, duly authorized to conduct business in the State of Florida, whose address is 9841 Berry Dease Road, Orlando, Florida 32825, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide roofing repair and replacement services for residential properties for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, Florida 32771

**For CONTRACTOR:**

Integrity Roofing & Gutters Inc.  
9841 Berry Dease Road  
Orlando, Florida 32825

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST: INTEGRITY ROOFING & GUTTERS INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
WALTER FLORES, President  
  
Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Purchasing and Contracts Division Manager  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayments, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

### 2.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Community Development Project Manager in the following manner:

- A. Description of work to include its specified location.
- B. Detailed pricing of each requirement including labor and materials.
- C. Performance period in calendar days mutually agreed to by the County and the Contractor.
- D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

### 2.3. Contractor's Responsibilities

- A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Community Development Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.
- E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or

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workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for five (5) years after acceptance of the work by the County.

- G. The Contractor must conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.
- I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.
- J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.
- K. The Contractor must be able to provide all required services; including, but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.
- L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.
- M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.
- N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.
- O. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

#### 2.4. Completion of Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

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- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Community Development Project Manager:

- Actual hours used to perform the work (by category of personnel).
- Date and time the work was initiated and completed.
- Contractor's certification that the work has been completed copy of signed-off permit(s).
- A detailed breakdown of the materials used to complete the work, including applicable receipts for materials used.
- Craftsman notes as to work performed and observations made.

Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of five (5) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

## 2.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment A of the IFB documents.

## 2.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

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- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).
- Florida State Statute 420.907 - 9079.
- Florida Administrative Code Rule 67-37.
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-1116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

**EXHIBIT "C" - PRICING BID FORM**



**SEMINOLE COUNTY**

**IFB-604756-24/MHH - Residential Roofing Services**

Completed EXHIBIT "C" - PRICING BID FORM **MUST** be included with Submitted Bid.

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.

**Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)**

**POSITIONS**

ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	\$ 100.00	\$ 18,000.00
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	\$ 130.00	\$ 5,200.00
3	Roofer Helper (Regular Business Hours)	900	\$ 65.00	\$ 58,500.00
4	Roofer Helper (Non-Regular Business Hours)	40	\$ 100.00	\$ 4,000.00
5	Roofer Apprentice (Regular Business Hours)	900	\$ 60.00	\$ 54,000.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	\$ 75.00	\$ 3,000.00

**SUPPLIES AND PARTS**

ITEM #		PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):	10%
<p><b>Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)</b></p>		
2	Mark down for Materials over Actual Cost:	0%

**Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)**

**NOTE:** The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**RESIDENTIAL ROOFING SERVICES**  
**IFB-604756-24**

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
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit ( <u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u> )
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D. Contractor's Pollution Liability \$1,000,000 Per Occurrence

Agreement Name: Integrity Roofing and Gutters INC

Agreement Number: 2424052

**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 2424052 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

10th day of April, 2024

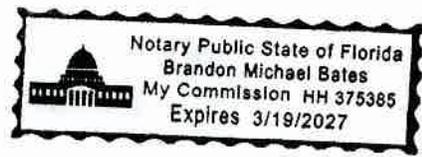
[Signature]  
Consultant Name

By: \_\_\_\_\_  
Print/Type Name: Chantelle Flores  
Title: VP

STATE OF Florida  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 10 day of April, 2024, by \_\_\_\_\_ (Full Name of Affiant).

Brandon Bates  
Print/Type Name Brandon Bates  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_



**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.](#)

INTEGRITY ROOFING & GUTTERS INC., is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES  
(IFB-604756-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **PAT LYNCH CONSTRUCTION LLC**, duly authorized to conduct business in the State of Florida, whose address is 909 Dennis Avenue, Orlando, Florida 32807, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide roofing repair and replacement services for residential properties for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, Florida 32771

**For CONTRACTOR:**

Pat Lynch Construction LLC  
909 Dennis Avenue  
Orlando, Florida 32807

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

PAT LYNCH CONSTRUCTION LLC

\_\_\_\_\_  
, Secretary  
  
(CORPORATE SEAL)

By: \_\_\_\_\_  
PATRICK M. LYNCH, Manager  
  
Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Purchasing and Contracts Division Manager  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayments, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

### 2.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Community Development Project Manager in the following manner:

- A. Description of work to include its specified location.
- B. Detailed pricing of each requirement including labor and materials.
- C. Performance period in calendar days mutually agreed to by the County and the Contractor.
- D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

### 2.3. Contractor's Responsibilities

- A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Community Development Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.
- E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or

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workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for five (5) years after acceptance of the work by the County.

- G. The Contractor must conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.
- I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.
- J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.
- K. The Contractor must be able to provide all required services; including, but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.
- L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.
- M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.
- N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.
- O. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

#### 2.4. Completion of Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

- 
- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Community Development Project Manager:

- Actual hours used to perform the work (by category of personnel).
- Date and time the work was initiated and completed.
- Contractor's certification that the work has been completed copy of signed-off permit(s).
- A detailed breakdown of the materials used to complete the work, including applicable receipts for materials used.
- Craftsman notes as to work performed and observations made.

Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of five (5) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

## 2.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment A of the IFB documents.

## 2.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- 
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).
- Florida State Statute 420.907 - 9079.
- Florida Administrative Code Rule 67-37.
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
---	--	---------------------	--------------

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

# PAT LYNCH CONSTRUCTION

EXHIBIT "C" - PRICING BID FORM				
SEMINOLE COUNTY				
IFB-604756-24/MHH - Residential Roofing Services				
Completed EXHIBIT "C" - PRICING BID FORM <b>MUST</b> be included with Submitted Bid.				
<p>The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.</p>				
Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)				
POSITIONS				
ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	\$ 50.00 -	\$ 9,000 -
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	\$ 75.00 -	\$ 3,000 -
3	Roofer Helper (Regular Business Hours)	900	\$ 40.00 -	\$ 36,000 -
4	Roofer Helper (Non-Regular Business Hours)	40	\$ 60.00 -	\$ 2,400.00 -
5	Roofer Apprentice (Regular Business Hours)	900	\$ 40.00 -	\$ 36,000 -
6	Roofer Apprentice (Non-Regular Business Hours)	40	\$ 60.00 -	\$ 2,400 -
<b>SUPPLIES AND PARTS</b>				
ITEM #			PERCENT MARK UP	
1	Mark up for Materials over Actual Cost (10% maximum):		10%	0%
<p><b>Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)</b></p>				
2	Mark down for Materials over Actual Cost:		10%	0%
<p><b>Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)</b></p>				
<p><b>NOTE:</b> The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.</p>				

91,800

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**RESIDENTIAL ROOFING SERVICES**  
**IFB-604756-24**

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
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Contractor's Pollution Liability

\$1,000,000	Per Occurrence
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Agreement Name: RESIDENTIAL ROOFING

Agreement Number: IFB 604756-24/ MHH

**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. 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 604756-24 are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number 604756-24 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]*

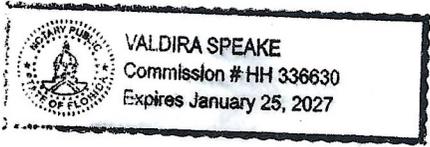
DATED this 7<sup>th</sup> day of April, 2024.

PAT LYNCH CONSTRUCTION LLC  
Consultant Name  
By: PAT LYNCH  
Print Name: PATRICK LYNCH  
Title: PRE

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

I HEREBY CERTIFY that, on this 7 day of April, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Pat Lynch,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Valdira Speake  
Print Name Valdira Speake  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 01/25/27



E-Verify Affidavit  
Revised 11/2020

**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.](#)

PAT LYNCH CONSTRUCTION LLC, is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**TERM CONTRACT FOR RESIDENTIAL ROOFING SERVICES  
(IFB-604756-24/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **ROOF MONKEYS LLC**, duly authorized to conduct business in the State of Florida, whose address is 119 Saint Johns Road, Fletcher, North Carolina 28732, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide roofing repair and replacement services for residential properties for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials and/or Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

(4) Pollution 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 16 concerning indemnification or any other provision of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, Florida 32771

**For CONTRACTOR:**

Roof Monkeys LLC  
119 Saint Johns Road  
Fletcher, North Carolina 28732

**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 E, to COUNTY.

**Section 33. Foreign Country of Concern Attestation.** When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

ROOF MONKEYS LLC

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
KEVIN BRIAN CLARK, Manager

(CORPORATE SEAL)

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Purchasing and Contracts Division Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

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## Scope of Services

### 2.1. Service Requirements

The Contractor must provide all permits, labor, material, supplies, transportation, insurance, incidentals and equipment to repair or replace roofs; including associated decking, rafter, sub fascia and fascia repair and replacement; underlayments, shingle and modified bitumen roof systems and drip edge, flashings and roof ventilation systems in residential properties. The scope of work may include but is not limited to repair and replacement of the roofing components or systems described previously.

### 2.2. Installation of New or Replacement Equipment

The Contractor must visit the job site at a time agreed to by the homeowner with the Community Development Project Manager to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. The Contractor must submit a quote to the Community Development Project Manager in the following manner:

- A. Description of work to include its specified location.
- B. Detailed pricing of each requirement including labor and materials.
- C. Performance period in calendar days mutually agreed to by the County and the Contractor.
- D. Upon installation of the new roofing, the Contractor must provide a manual that includes the manufacturer's maintenance and any related instructions.

### 2.3. Contractor's Responsibilities

- A. The Contractor must create a detailed scope of work and provide a written estimate of the permitting, labor, and materials required to complete the work.
- B. If, during the course of performing the work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor must notify the Community Development Project Manager. The Contractor must not proceed with any additional work which would result in additional cost to Seminole County without written authorization from the Community Development Project Manager or designated representative(s).
- C. The Contractor must have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- D. Materials and equipment installed must be new, unless otherwise specified, and meet or exceed the applicable specifications or standards.
- E. The Contractor's time will start on the job site. Any travel time and expenses will be the responsibility of the Contractor and will not be reimbursed by the County.
- F. The Contractor must, in addition to all other guarantees, be responsible for faulty labor or workmanship and must promptly correct improper work, without cost to the County or homeowner, within a reasonable period after receipt of notification of such faulty labor or

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workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period will be effective for five (5) years after acceptance of the work by the County.

- G. The Contractor must conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor will constitute cause for immediate termination of the Contract.
- H. All existing structures, utilities, services, trees, shrubbery, etc. must be protected against damage at all times by the Contractor during the term of specific Purchase Orders, and the Contractor will be held responsible for any damage to property caused by reason of his or her operations on the property.
- I. The Contractor must ensure that all construction debris and waste is cleaned up after work is completed daily, and that the work area is returned to its original condition.
- J. The Contractor must ensure that all persons assigned to installation and repair work for the County carry proper identification.
- K. The Contractor must be able to provide all required services; including, but not limited to; roofing repair or replacement, roofing permits, lifting and delivery of equipment.
- L. The Contractor must employ a competent supervisor on the job throughout the entire contract period. The supervisor must have a thorough knowledge of the work to be installed and repaired under this contract.
- M. Workmanship throughout the contract period must correspond to the standard of best practice, and all labor employed must be competent to do the work required.
- N. The Contractor must be responsible for all required permits and inspections for the work. A copy must be given to the designated County Representative. Payment will not be provided without an original Release of Lien.
- O. The designated County Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person must be furnished at that time.

#### 2.4. Completion of Work

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each Purchase Order.
- B. The Contractor agrees that all work must be conducted regularly and diligently at such a rate of progress as will ensure full completion thereof within the time specified in each and every Purchase Order.

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- C. Overtime is not allowed unless authorized in writing by the Community Development Project Manager or designee.

After the work called for in a Purchase Order has been completed, the Contract must provide the following information in writing to the Community Development Project Manager:

- Actual hours used to perform the work (by category of personnel).
- Date and time the work was initiated and completed.
- Contractor's certification that the work has been completed copy of signed-off permit(s).
- A detailed breakdown of the materials used to complete the work, including applicable receipts for materials used.
- Craftsman notes as to work performed and observations made.

Acceptance of completed services will be accomplished by the Community Development Project Manager or designated County representative(s).

## 2.5. Warranty

The Contractor must fully warrant all equipment furnished hereunder against defect in installation, materials and workmanship for a period of five (5) years from date of delivery/acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor must repair or replace same at no cost to the County, immediately upon written notice from the Community Development Project Manager or County's authorized representative. The Contractor will be responsible for either repairing the equipment on site or transporting the equipment to his or her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code will additionally apply.

## 2.6. Applicable Codes and Standards

All work must be performed in accordance with the requirements of pertinent Federal, County and State codes. All work must comply with the following codes: Florida Building Code, NFPA 101 Life Safety Code, Local authority having jurisdiction and any and all applicable laws and regulations.

Contractor must comply with the Seminole County Rehabilitation Standards, Attachment A of the IFB documents.

## 2.7. Section 3 Clauses

All contracts subject to the Section 3 requirements will include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3 must, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- 
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

All contractors and subcontractors participating in this activity will adhere to all regulations pertaining to Federal or State grant funding sources utilized, which include, but are not limited to, the following:

- 24 Code of Federal Regulations Part 570 (regarding the Community Development Block Grant Program).
- Florida State Statute 420.907 - 9079.
- Florida Administrative Code Rule 67-37.
- 24 Code of Federal Regulations Part 135 (regarding the treatment of lead-based paint). Contractors may contact the County's Community Services Department, Community Development Division for explanation and interpretation.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S  
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P** TO



**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
---	--	---------------------	--------------

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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



**EXHIBIT "C" - PRICING BID FORM**

**SEMINOLE COUNTY**

**IFB-604756-24/MHH - Residential Roofing Services**

Completed EXHIBIT "C" - PRICING BID FORM **MUST** be included with Submitted Bid.

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Proof of purchase must be submitted with invoice showing the actual cost for all reimbursable expenses by the County, including but not limited to, parts, shipping, sales tax, permit, specialty equipment rental, etc. Hourly Rates shall include all costs, including but not limited to: General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs. Hourly rates commence upon arrival to site and reimbursement for travel time from shop to job site(s) will not be authorized.

Regular Business Hours (Monday – Friday 8:00 AM – 5:00 PM); Non-Regular Business Hours (Monday – Friday 5:01 PM – 7:59 AM and Weekends and Holidays)

**POSITIONS**

ITEM #	POSITION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
1	Factory Trained and Certified Roofer (Regular Business Hours)	180	\$ 51.44	\$ 9,259.20
2	Factory Trained and Certified Roofer (Non-Regular Business Hours)	40	\$ 51.44	\$ 2,057.60
3	Roofer Helper (Regular Business Hours)	900	\$ 37.88	\$ 34,092.00
4	Roofer Helper (Non-Regular Business Hours)	40	\$ 37.88	\$ 1,515.20
5	Roofer Apprentice (Regular Business Hours)	900	\$ 31.44	\$ 28,296.00
6	Roofer Apprentice (Non-Regular Business Hours)	40	\$ 31.44	\$ 1,257.60

**SUPPLIES AND PARTS**

ITEM #		PERCENT MARK UP
1	Mark up for Materials over Actual Cost (10% maximum):	5%
<p><b>Example: If the mark-up you wish to bid is 10%, the unit price is \$45.00, and the extended total should be \$49.50. (1.10 x \$45.00 = \$49.50)</b></p>		
2	Mark down for Materials over Actual Cost:	0%

**Example: If the mark-down you wish to bid is 10%, the unit price is \$45.00, the extended total cost should be \$40.50 (.90 x \$45.00 = \$40.50)**

**NOTE:** The cost of renting special tools such as cranes and forklifts or other special equipment required to perform the services, shall be included in the County's proposal without markup; those costs shall be calculated at actual costs. The Contractor shall secure approval from the County, in writing, prior to renting equipment for which the Contractor seeks reimbursement.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**RESIDENTIAL ROOFING SERVICES**  
**IFB-604756-24**

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
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Contractor's Pollution Liability

\$1,000,000	Per Occurrence
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Agreement Name: Residential Roofing Services

Agreement Number: IFB-604756-24/MHH

**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. 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 IFB-604756-24/MHH are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604756-24/MHH 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]*

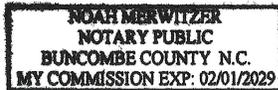
DATED this 8 day of April, 2024.

Roof Monkeys, LLC  
Consultant Name

By: [Signature]  
Print Name: Kevin Clark  
Title: Managing Member

North Carolina  
STATE OF FLORIDA )  
COUNTY OF SEMINOLE ) Buncombe

I HEREBY CERTIFY that, on this 8 day of April, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kevin Clark,  who is personally known to me or  who has produced Dr. Vers as identification.



[Signature]  
Print Name Noah Merwitzer  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 02/01/29

E-Verify Affidavit  
Revised 11/2020

**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.](#)

ROOF MONKEYS LLC, is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of 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 statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



Seminole County  
 Resource Management - Purchasing & Contracts  
 Stephen Koontz, Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**BID TABULATION**

IFB No. IFB-604756-24/MHH

**RESIDENTIAL ROOFING SERVICES**

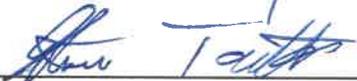
RESPONSE DEADLINE: Wednesday, April 10, 2024

Report Generated: Thursday, May 2, 2024

Response 1	Response 2	Response 3	Response 4
Integrity Roofing & Gutters Inc. 9841 Berry Dease Road Orlando, FL 32825 Kadeem Roberts <a href="mailto:kadeem@integrityroofingfl.com">kadeem@integrityroofingfl.com</a> Phone: N/A	Pat Lynch Construction LLC 909 Dennis Avenue Orlando, FL 32807 Pat Lynch <a href="mailto:patlynchconstruction60@gmail.com">patlynchconstruction60@gmail.com</a> Phone: N/A	Roof Monkeys LLC 119 Saint Johns Road Fletcher, NC 28732 Kevin Clark <a href="mailto:kevinclark@roofmonkeys.net">kevinclark@roofmonkeys.net</a> Phone: (828) 713-3450	The Ford Design Group, LLC 3735 S Hwy 27 Suite 105 Clermont, FL 34711 Zurny Ford <a href="mailto:fordrecovery@gmail.com">fordrecovery@gmail.com</a> Phone: N/A
\$142,700.00	\$88,800.00	\$76,477.60	\$72,020.00

Tabulated by Michael Hall, Senior Procurement Analyst, on April 10, 2024, at 2:00 pm.

Recommendation/Intent to Award to Integrity Roofing & Gutters Inc., Pat Lynch Construction LLC, Roof Monkeys LLC and The Ford Design Group, LLC

Committee Member	Title	Signature
Paul Pedang	Project Manager I - Community Development	
Marshall Hervey	Project Manager I - Community Development	Marshall Hervey
Storm Tackett	Project Manager I - Community Development	
Director	Title	Signature
Allison Thall	Director of Community Services	Allison Thall



Seminole County  
**Resource Management - Purchasing & Contracts**  
 Stephen Koontz, Purchasing and Contracts Manager  
 1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**  
 IFB No. IFB-604756-24/MHH  
Residential Roofing Services  
 RESPONSE DEADLINE: April 10, 2024 at 2:00 pm  
 Report Generated: Thursday, May 2, 2024

**PHASE 1**

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work	Pass / Fail	1 (25% of Total)

Description:  
 Can the apparent low bidder perform the work promptly, or within the time specified, without delay or interference.

Criteria	Scoring Method	Weight (Points)
Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder	Pass / Fail	1 (25% of Total)

Description: N/A.

Criteria	Scoring Method	Weight (Points)
The quality of performance on previous contracts or services to Seminole County or any other agency or client.	Pass / Fail	1 (25% of Total)

Description: N/A.

EVALUATION TABULATION  
 IFB No. IFB-604756-24/MHH  
 Residential Roofing Services

Criteria	Scoring Method	Weight (Points)
Reference Checks	Pass / Fail	1 (25% of Total)

Description:  
 Please check any references provided.

**AGGREGATE SCORES SUMMARY**

Vendor	Marshall Hervey	Paul Pendang	Storm Tackett	Total Score (Max Score 4)
Integrity Roofing & Gutters Inc.	4	4	4	4
PAT LYNCH CONSTRUCTION LLC	4	4	4	4
Roof Monkeys LLC	4	4	4	4
The Ford Design Group , LLC	4	4	4	4

**VENDOR SCORES BY EVALUATION CRITERIA**

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (25%)	Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder Pass / Fail 1 Points (25%)	The quality of performance on previous contracts or services to Seminole County or any other agency or client. Pass / Fail 1 Points (25%)	Reference Checks Pass / Fail 1 Points (25%)	Total Score (Max Score 4)
Integrity Roofing & Gutters Inc.	100%	100%	100%	100%	4
PAT LYNCH CONSTRUCTION LLC	100%	100%	100%	100%	4
Roof Monkeys LLC	100%	100%	100%	100%	4

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (25%)	Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder Pass / Fail 1 Points (25%)	The quality of performance on previous contracts or services to Seminole County or any other agency or client. Pass / Fail 1 Points (25%)	Reference Checks Pass / Fail 1 Points (25%)	Total Score (Max Score 4)
The Ford Design Group , LLC	100%	100%	100%	100%	4

**INDIVIDUAL PROPOSAL SCORES**

**Integrity Roofing & Gutters Inc.**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Have not worked with this company in the past but I feel they would be able to adhere to our requests and schedule.

Paul Pendang: Pass

This company is licensed to do this kind of work in the state of Florida, local company

Storm Tackett: Pass

The vendor is local and has done work in the Orlando area for several years.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Hourly cost tad high but still competitive.

Paul Pendang: Pass

Price is much higher than the other bidders, but still within cost reasonableness

Storm Tackett: Pass

The pricing is on the higher side of our desired range.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Area of work is extensive throughout Florida.

Paul Pendang: Pass

No previous municipalities listed, however, there are several good references

Storm Tackett: Pass

The vendor has worked in the Orlando area for several years.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

It appears all references were commercial.

Paul Pendang: Pass

More than enough references

Storm Tackett: Pass

The references check out.

**PAT LYNCH CONSTRUCTION LLC**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Pat Lynch Construction has been part of our MSA for previous years.

Paul Pendang: Pass

licensed to perform these types of repairs in the State of Florida

Storm Tackett: Pass

This vendor has worked for Seminole County Community Services for several years.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Second lowest hourly rate from this round of MSA applications.

Paul Pendang: Pass

Good price

Storm Tackett: Pass

The vendor has competitive pricing.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Pat Lynch Construction is part of our MSA regarding MHR, rehab and reconstruction with Seminole County.

Paul Pendang: Pass

Previous top performer for Seminole County

Storm Tackett: Pass

The vendor has performed quality work for Community Services currently and in the past.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

I have personally worked with this company on various MHR projects, and I'm glad to see them at every available pre-bid I've sent an invite to them.

Paul Pendang: Pass

good references

Storm Tackett: Pass

All of the vendors references check out.

### Roof Monkeys LLC

#### Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

From the information provided I feel confident that they would be able to meet all of our standards with their 10+ years of experience.

Paul Pendang: Pass

Licensed in the State of Florida to perform these kinds of repairs

Storm Tackett: Pass

The vendor is authorized to perform work in the state of Florida.

#### Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

Third highest hourly rate but still priced competitively.

Paul Pendang: Pass

Price is good

Storm Tackett: Pass

The vendor has competitive pricing on their bid sheet.

#### The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)

Marshall Hervey: Pass

References provided indicated they have performed work county wide public schools.

Paul Pendang: Pass

Previous contract work looks good

Storm Tackett: Pass

The vendor has the capacity to perform the work requested.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

References provided appeared to be all out of state.

Paul Pendang: Pass

good references

Storm Tackett: Pass

The references check out.

**The Ford Design Group , LLC**

**Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Documents provided indicate they have been an LLC since 2006.

Paul Pendang: Pass

Local company licensed in Florida

Storm Tackett: Pass

The vendor has been performing roofing work in the area for several years.

**Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

I have not worked with this company in the past but feel confident they would be able to adhere to our policies, procedures and maintain our reputation with Seminole County's clients for our MHR program.

Paul Pendang: Pass

Best price

Storm Tackett: Pass

The pricing on the bid sheet is competitive and within our desired range.

**The quality of performance on previous contracts or services to Seminole County or any other agency or client. | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

Lowest hourly rate out of all applicants.

Paul Pendang: Pass

previous municipality contracts

Storm Tackett: Pass

The vendor has performed work for municipalities before.

**Reference Checks | Pass / Fail | 1 Points (25%)**

Marshall Hervey: Pass

References provided indicated they have performed work at Disney World resorts; this is a good indicator that they have high standards for safety and craftsmanship.

Paul Pendang: Pass

good references

Storm Tackett: Pass

The vendors references check out.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0662**

**Title:**

Approve Change Order #2 to CC-4845-23/HSM-Highland Pines-Graham Road Gravity Sewer Rehabilitation in the amount of \$171,745.30, to Insituform Technologies, LLC of Chesterfield, Missouri., and an additional forty-five (45) calendar days to Substantial Completion and authorize the Purchasing and Contracts Division to execute the Change Order. District4 - Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Utilities

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Herronda Mortimer/407 665-7113

**Background:**

CC-4845-23/HSM provides sewer upgrades to the Highland Pines and Graham Road service area. The project includes the furnishing and installation of sewer mains via pipe lining, individual sewer laterals to the ROW, installation of clean-outs at the ROW and restorative efforts.

Change Order #2 will provide rehabilitation to the existing gravity sewer main line, sewer laterals, and manholes in the St Johns Apts. across from Highland Pines within the Highland Pines - Graham Road Gravity Sewer Rehab project. The Change Order also adds forty-five (45) calendar days to Substantial Completion.

The following is a summary of the cost of the Agreement:

Original Agreement Sum:	\$2,639,048.00
Change Order #1	\$77,612.90
<u>Change Order #2</u>	<u>\$171,745.30</u>
Revised Agreement Total	\$2,888,406.20

This is a budgeted project and funds are available in Highland Pines Utilities Upgrades (Acct #02108055.560650).

**Requested Action:**

Staff requests the Board approve Change Order #2 to CC-4845-23/HSM-Highland Pines-Graham Road Gravity Sewer Rehabilitation in the amount of \$171,745.30, to Insituform Technologies, LLC of Chesterfield, Missouri. Also add an additional forty-five (45) calendar days to substantial completion and authorize the Purchasing and Contracts Division to execute the Change Order.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: Insituform Technologies, LLC.

Date: 4/26/2024

Contract No.: CC-4845-23/HSM

Project Name: Highland Pines - Graham Road Gravity Sewer Rehab

Change Order No.: 02

Work Order No.: (if applicable)

Original Contract / Work Order Amount: \$ 2,639,048.00

Amount prior to this Change Order, if different: \$ 2,716,660.90

Change Order Amount: [X] Increase [ ] Decrease [ ] No Change \$ 171,745.30

Revised Contract / Work Order Amount including this Change Order: \$ 2,888,406.20

Change Order Time: [X] Increase [ ] Decrease [ ] No Change 45 Days

Date of Substantial Completion through this Change Order: Oct. 12, 2024

Date of Final Completion through this Change Order: Nov. 11, 2024

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order does or XX does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager: Architect / Engineer of Record: Contractor:
Name: Tammy Ryan Pelkey William White, P.E. Insituform Technologies, LLC
Address: 500 W Lake Mary Blvd 500 W Lake Mary Blvd
Sanford, Fl. 32773 Sanford, Fl. 32773
Sign: Tammy Ryan Pelkey Ryan Graham
Date: 4/29/2024 4/29/2024

PURCHASING AND CONTRACTS DIVISION:

Signature: Procurement Administrator Date:
As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: WITNESS:

[ ] For Board approved Items: Meeting Date: Item #





580 Goddard Avenue  
Chesterfield, MO 63005  
www.insituform.com

Name: Kenny Boeh  
Title: Commercial Manager – FL  
Phone: 412-310-8826

Fax: 813-627-0006  
Email: kboeh@aegion.com

4/30/2024

CO-2



*Tammy Ryan Pelkey*

Project Manager II  
Utilities Dept. | Engineering  
O: (407) 665-2137 | C: (407) 314-6885 | F: (407) 665-2029  
500 W. Lake Mary Blvd  
Sanford, FL 32773-7441  
[tryan02@seminolecountyfl.gov](mailto:tryan02@seminolecountyfl.gov)

Project Name: Proposal - Additional Lining - CC-4845-23 -HSM- Highland Pines-Graham Road Gravity Sewer Rehabilitation  
Project #: 142430, Seminole County, Highlands Pines-Graham Rd. Gravity Sewer Rehab (CC-4845-23/HSM), Seminole County FL  
PO#: TBD

**\*PROPOSAL PRICING:**

Item	Description	Unit	Qty	Unit Price	Total Price
1	Light cleaning and CCTV inspection 8"	LF	3,105	\$3.25	\$10,091.25
2	Mainline CIPP Lining 8"	LF	3,105	\$35.90	\$111,469.50
				Total	\$121,560.75

Submitted By:

  
Kenny Boeh  
Commercial Manager – Florida  
Insituform Technologies LLC



\*Proposal quantities identified are estimated based on information available at time of proposal. Customer shall be invoiced at actual quantities at the above unit prices.

5/1/2024

CO-3



*Tammy Ryan Pelkey*

Project Manager II  
Utilities Dept. | Engineering  
O: (407) 665-2137 | C: (407) 314-6885 | F: (407) 665-2029  
500 W. Lake Mary Blvd  
Sanford, FL 32773-7441  
[tryan02@seminolecountyfl.gov](mailto:tryan02@seminolecountyfl.gov)

Project Name: Proposal -Lateral and MH Lining - CC-4845-23 -HSM- Highland Pines-Graham Road Gravity Sewer Rehabilitation  
Project #: 142430, Seminole County, Highlands Pines-Graham Rd. Gravity Sewer Rehab (CC-4845-23/HSM), Seminole County FL  
PO#: TBD

**\*PROPOSAL PRICING:**

Item	Description	Unit	Qty	Unit Price	Total Price
1	Inside Lining of Sewer Laterals 10.1ft - 30ft	EA	32	\$4,715.00	\$150,880.00
2	Inside Lining of Sewer Laterals 30.1ft - 40ft	EA	1	\$5,300.00	\$5,300.00
3	Inside Lining of Sewer Laterals Lengths Above 40ft	LF	90	\$65.00	\$5,850.00
4	GeoKrete Geopolymer Liner 1"	VF	55	\$217.81	\$11,979.55
				Total	\$174,009.55

Submitted By:

  
Kenny Boeh  
Commercial Manager – Florida  
Insituform Technologies LLC



\*Proposal quantities identified are estimated based on information available at time of proposal. Customer shall be invoiced at actual quantities at the above unit prices.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0670**

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**Title:**

Approve Amendment #3 to RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment with Plante Moran, PLLC, Southfield, MI, extending the contract term to November 30, 2026, and authorize the Purchasing and Contracts Division to execute the Amendment. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Development Services

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Tammy Roberts/407-665-7112

**Background:**

The Board awarded RFP-604127-21/LNF to Plante Moran, PLLC on October 26, 2021, to conduct a review and assessment of Development Services and other user Departments' business processes related to permitting, plan review, inspection, code enforcement, records management, and the use of mobile devices. In August of 2022 the Board authorized Plante Moran, PLLC to proceed with assisting in vendor and software selection, contract document assistance, implementation, and contract management.

Amendment #3 will extend the contract term two (2) additional years, to November 30, 2026, allowing time for implementation and contract management.

**Requested Action:**

Staff requests the Board approve Amendment #3 to RFP-604127-21/LNF - Consulting Services for Permitting Software Needs Assessment with Plante Moran, PLLC, Southfield, MI, extending the contract term to November 30, 2026, and authorize the Purchasing and Contracts Division to execute the Amendment.

**THIRD AMENDMENT TO CONSULTING SERVICES FOR PERMITTING  
SOFTWARE NEEDS ASSESSMENT AGREEMENT  
(RFP-604127-21/LNF)**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Agreement made and entered into on the 18<sup>th</sup> day of November, 2021, as amended on November 30, 2022 and August 17, 2023, between **PLANTE & MORAN PLLC**, whose address is 3000 Town Center, Suite 100, Southfield, Michigan 48075, in this 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

**WITNESSETH:**

**WHEREAS**, CONTRACTOR and COUNTY entered into the above referenced Agreement on November 18, 2021, as amended on November 30, 2022 and August 17, 2023, to provide consulting services for permitting software needs assessment for Seminole County; and

**WHEREAS**, the parties desire to amend the Agreement in order to extend its term and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 23 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 Third Amendment, the parties agree to amend the Agreement as follows:

1. The term of the Agreement is extended through November 30, 2026.
2. Except as modified by this Third Amendment, all terms and conditions of the original

Agreement as previously amended remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment for the purposes stated above.

PLANTE & MORAN PLLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
JAMES E. PROPPE, Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

GLK/lpk  
7/24/23  
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# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0698**

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**Title:**

Approve Award CC-5761-24/MAG - Construction Services Agreement for Lake Mary Blvd at Country Club Road Intersection Improvements Project to Central Florida Environmental (CFE) Corporation in the amount of \$2,915,290.75, and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-063 in the Arterial Impact Fee and 2014 Infrastructure Sales Tax Funds to transfer a net \$766,807.67 from reserves. District 4 - Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Public Works

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Michael Guild/407-665-7122

**Background:**

This project for the Lake Mary Blvd at Country Club Road Intersection Improvements includes the following: widening the existing southbound lane along Country Club (from Lake Mary Blvd to 3rd St.); widening the existing northbound right turn lane along Country Club (from the existing driveway to Lake Mary Blvd); widening the existing northbound right turn lane along Country Club (from Lake Mary Blvd to E. Lakeview Ave); extension of existing eastbound left turn lane along Lake Mary Blvd; and the construction of four (4) new mast arms at the intersection.

The project was publicly advertised, and the County received five (5) bids in response to the solicitation. The Review Committee consisting of Harold McKnight, Project Coordinator II, Dino Lucarelli, Chief Design Engineer; Ted Holmes, Chief Construction Engineer and Jean Jreij, Public Works Director reviewed the responses. Consideration was given to bid price, experience, and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Central Florida Environmental (CFE) Corporation, in the amount of \$2,915,290.75. The completion time for this project is one hundred eighty-five (185) calendar days to substantial completion and an additional thirty (30) calendar days from the issuance of a Notice To Proceed by the County.

The Engineer's Estimate for this Project is \$2,744,847.00.

This project is currently split funded between Arterial Impact Fee and 2014 Infrastructure Sales Tax funds. The attached BAR will allocate \$1,038,907 from Arterial Impact Fee Fund reserves. The sales tax portion of this project has \$272,100 in funds available that can be returned to reserves. Current reserves budgeted in the Arterial Impact Fee is \$1.1M and \$11.8M is budgeted in the 2014 Infrastructure Sales Tax Fund. A Cost Table is attached for reference.

**Requested Action:**

Staff requests that the Board award CC-5761-24/MAG - Construction Services Agreement for Lake Mary Blvd at Country Club Road Intersection Improvements Project to CFE Corporation; in the amount of \$2,915,290.75 and authorize the Purchasing and Contracts Division to execute the Agreement, and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-063 in the Arterial Impact Fee and 2014 Infrastructure Sales Tax Funds to transfer a net \$766,807.67 from reserves.



Seminole County  
Resource Management - Purchasing & Contracts  
Stephen Koontz, Purchasing and Contracts Manager  
1301 East Second St., Sanford, FL 32771

**TABULATION SHEET**  
CC No. CC-5761-24/MAG  
Lake Mary Blvd at Country Club Rd Intersection Improvements  
RESPONSE DEADLINE: April 17, 2024 at 2:00 pm

**SUBMITTED BID PRICES**

Vendor	Total
Central Florida Environmental Corp.	\$2,915,290.75
ATLANTIC CIVIL CONSTRUCTORS CORP	\$3,185,709.76
Garcia Civil Contractors, LLC	\$3,231,048.43
Southern Development & Construction	\$3,707,301.56
Cathcart Construction Company	\$4,968,265.68

Tabulated and posted by: **Michael Guild, Sr. Procurement Analyst, Thursday, April 18, 2024, 2:00PM (EST)**

Recommendation and Notice of Intent to Award: **Central Florida Environmental (CFE) Corporation (Updated and Posted on Friday, May 10, 2024, 2:00 PM (EST))**

BCC Date: **June 11, 2024** (Tentative)

**Notice of Recommended Award**

**Recommendation of Award for:**

CC-5761-24/MAG: Lake Mary Blvd at Country Club Road Intersection Improvements

To: Central Florida Environmental (CFE) Corporation

**Review Committee Members:**

Name: Ted Holmes, Chief Construction Engineer

Signature: 

Date: 5/7/24

Name: Dino Lucarelli, Chief Design Engineer

Signature: 

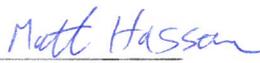
Date: 5/6/24

Name: Harold McKnight, Project Coordinator II

Signature: Harold McKnight Digitally signed by Harold McKnight  
Date: 2024.04.30 13:15:06 -04'00'

Date: April 30, 2024

**Director:**

Name: Jean Jreij, PW Director 

Signature: 

Date: 5/7/24

**CONSTRUCTION SERVICES AGREEMENT FOR LAKE MARY BOULEVARD  
AT COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS PROJECT  
(CC-5761-24/MAG)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between **CENTRAL FLORIDA ENVIRONMENTAL CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 910 Belle Avenue, Suite.#1040, Winter Springs, Florida 32708, 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. 1<sup>st</sup> 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 Lake Mary Boulevard at Country Club Road Intersection Improvements Project.

**Section 2. Engineer.**

(a) (a) The Engineer of Record (“**ENGINEER**”) as named in the Contract Documents is Metric Engineering, Inc., whose address is 525 Technology Park, Suite #153, Lake Mary, Florida 32746.

(b) COUNTY’s contracted consultant for construction, engineering, and inspection (“**CEI**”) services as named in the Contract Documents is Seminole County Public Works Department, whose address is 200 West County Home Road, Sanford, Florida 32773.

### **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 one hundred and eighty-five (185) 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 TWO MILLION NINE HUNDRED FIFTEEN THOUSAND TWO HUNDRED NINETY AND 75/100 DOLLARS (\$2,915,290.75), 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) Progress Payments. 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 **Richard Heath**. 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 recognize 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 five hundred and 00/100 Dollars (\$500.00) 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 remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Public Works Engineering Division  
100 E. First Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**Copy to ENGINEER:**

Metric Engineering, Inc.  
525 Technology Park, Suite #153  
Lake Mary, FL 32746

**For CONTRACTOR:**

Central Florida Environmental Corporation  
910 Belle Ave, Suite 1040  
Winter Springs, FL 32708

**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.



**Section 15. Material Breaches of Agreement.**

(a) 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.

(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. 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.

**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 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 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:

CENTRAL FLORIDA ENVIRONMENTAL  
CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
DAVID STALOWY, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

*[Remainder of this page intentionally left blank]*



SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
ROBERT BRADLEY,  
Procurement Administrator

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
RM/dbd  
5/15/2024



Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Bid Form
- Exhibit C – Trench Safety Act
- Exhibit D – Americans with Disabilities Act Affidavit
- Exhibit E – Construction Forms
- Exhibit F – Affidavit of E-Verification Requirements Compliance

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SCOPE OF SERVICES:

**LAKE MARY BLVD AT COUNTRY CLUB RD INTERSECTION IMPROVEMENTS**

The scope of work is for the Lake Mary Blvd at Country Club Rd Intersection Improvements Project includes the following improvements:

1. Widening existing southbound lane along Country Club (from Lake Mary Blvd to 3<sup>rd</sup> St.)
2. Widening existing northbound right turn lane along Country Club (from existing driveway to Lake Mary Blvd).
3. Widening existing northbound right turn lane along Country Club (from Lake Mary Blvd to E. Lakeview Ave.).
4. Extension of existing eastbound left turn lane along Lake Mary Blvd.
5. Construct four (4) new mast arms at the intersection of Lake Mary Blvd at Country Club Rd



CIP NO. 01785134 LAKE MARY BLVD AT COUNTRY CLUB RD INTERSECTION IMPROVEMENTS - BID TAB

PAY ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY LK MARY BLVD	QUANTITY	QUANTITY TOTAL	UNIT PRICE	TOTAL AMOUNT
<b>ROADWAY</b>							
101 1	MOBILIZATION (MAXIMUM 8% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1		1		\$ -
102 1	MAINTENANCE OF TRAFFIC (MAXIMUM 10% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1		1		\$ -
102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	180		180		\$ -
104 10 3	SEDIMENT BARRIER	LF	1425		1425		\$ -
104 18	INLET PROTECTION SYSTEM	EA	14		14		\$ -
107 1	LITTER REMOVAL AND DISPOSAL	AC	1.49		1.49		\$ -
107 2	MOWING	AC	0.80		0.80		\$ -
110 1 1	CLEARING AND GRUBBING (MAXIMUM 2% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1		1		\$ -
120 1	REGULAR EXCAVATION	CY	1417.0		1417.0		\$ -
120 6	EMBANKMENT	CY	38.0		38.0		\$ -
160 4	TYPE B STABILIZATION	SY	2,433		2433		\$ -
285 709	OPTIONAL BASE GROUP 9	SY	1,846		1846		\$ -
327 70 1	MILLING EXISTING ASPHALT 1" AVERAGE DEPTH	SY	8,702		8702		\$ -
334 1 13	TYPE SP STRUCTURAL COURSE, (TRAFFIC C)	TN	178.8		178.8		\$ -
337 7 82	FRICTION COURSE, FC - 9.5 (TRAFFIC C) (PG 76-22) (1")	TN	584.0		584.0		\$ -
425 1 341	INLETS, CURB, TYPE P-4, <10'	EA	1		1		\$ -
425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	2		2		\$ -
425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2		2		\$ -
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	2		2		\$ -
425 2 61	MANHOLES, P-8, <10'	EA	3		3		\$ -
425 4	INLET, ADJUST	EA	1		1		\$ -
430 175 115 A	CONCRETE PIPE CULVERT, SD, CLASS III, 15"	LF	78		78		\$ -
430 175 118 A	CONCRETE PIPE CULVERT, SD, CLASS III, 18"	LF	256		256		\$ -
430 175 218 A	ELLIPTICAL CONCRETE PIPE CULVERT, S/CD, CLASS HE-III, 14"x23"	LF	249		249		\$ -
430 175 224 A	ELLIPTICAL CONCRETE PIPE CULVERT, S/CD, CLASS HE-III, 19"x30"	LF	8		8		\$ -
515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM, F&I	LF	133		133		\$ -
520 1 10	CONCRETE CURB AND GUTTER, TYPE F	LF	1,965		1965		\$ -
520 2 1	CONCRETE CURB, TYPE A	LF	1,014		1014		\$ -
520 2 2	CONCRETE CURB, TYPE B	LF	61		61		\$ -
520 3	VALLEY GUTTER - CONCRETE	LF	144		144		\$ -
522 1	SIDEWALK CONCRETE, 4" THICK	SY	557		557		\$ -
522 2	SIDEWALK CONCRETE, 6" THICK	SY	243		243		\$ -
527 2	DETECTABLE WARNING (PERFORMED THERMOPLASTIC)	SF	166		166		\$ -
570 1 2	PERFORMANCE TURF, SOD	SY	1,621		1621		\$ -

SIGNING AND PAVEMENT MARKING							
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	31		31		\$ -
700 1 50	SINGLE POST SIGN, RELOCATE	AS	4		4		\$ -
700 1 60	SINGLE POST SIGN, REMOVE	AS	25		25		\$ -
705 10 1	OBJECT MARKERM TYPE 1	EA	2		2		\$ -
706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	438		438		\$ -
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	GM	1.235		1.235		\$ -
710 11 102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 8"	GM	0.012		0.012		\$ -
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, SOLID 12" FOR CROSSWALK AND ROUNDABOUT	LF	2795		2,795		\$ -
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE OR CROSSWALK	LF	366		366		\$ -
710 11 131	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, SKIP, 6" 10'-30' OR 3'-9' LANE DROP	GM	0.116		0.116		\$ -
710 11 133	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, 3'-9' SKIP DROP LANE, 12"	GM	0.088		0.088		\$ -
710 11 141	PAINTED PAVEMENT MARKINGS, STANDARD WHITE, 2'-4' DOTTED GUIDELINE/ 6'-10' DOTTED EXT. 6"	GM	0.320		0.320		\$ -
710 11 160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	9		9		\$ -
710 11 170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	51		51		\$ -
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM	0.767		0.767		\$ -
710 11 224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, FOR DIAGONAL OR CHEVRON,18"	LF	74		74		\$ -
710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2'-4' DOTTED GUIDE LINE/ 6'-10' DOTTED EXT. 6"	GM	0.089		0.089		\$ -
710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	8		8		\$ -
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	2693		2,693		\$ -
711 11 125	THERMOPLASTIC, STANDARD WHITE, SOLID 24" FOR STOP LINE AND CROSSWALK	LF	366		366		\$ -
711 11 141	THERMOPLASTIC, STANDARD WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.320		0.320		\$ -
711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2		2		\$ -
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	40		40		\$ -
711 11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	74		74		\$ -
711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2'-4' DOTTED GUIDE LINE/ 6'-10' DOTTED EXT. 6"	GM	0.089		0.089		\$ -
711 14 123	THERMOPLASTIC, PERFORMED, WHITE, SOLID, 12" CROSSWALK	LF	102		102		\$ -
711 14 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4		4		\$ -
711 14 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	3		3		\$ -
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACE, WHITE, SOLID, 6"	GM	1.094		1.094		\$ -
711 16 131	THERMOPLASTIC, STANDARD-OTHER SURFACE, WHITE, SKIP, 6", 10'-30' SKIP OR 3'-9' LANE DROP	GM	0.116		0.116		\$ -
711 16 133	THERMOPLASTIC, STANDARD-OTHER SURFACE, WHITE, SKIP, 12" (3'-9' LANE DROP)	GM	0.088		0.088		\$ -
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACE, YELLOW, SOLID 6"	GM	0.628		0.628		\$ -

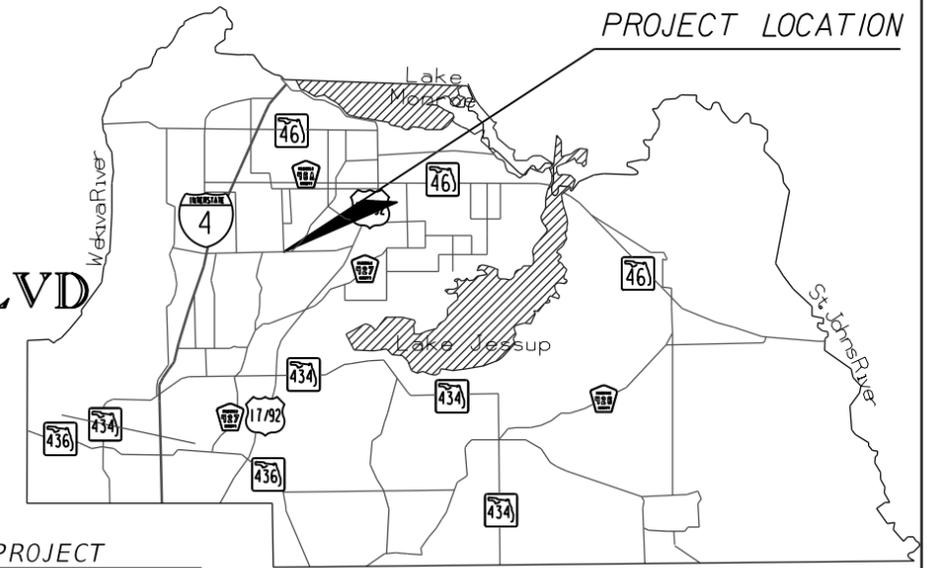
SIGNALIZATION							
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	990		990	\$	-
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2515		2,515	\$	-
632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1		1	\$	-
632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1		1	\$	-
633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1620		1,620	\$	-
633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	9100		9,100	\$	-
633 1 620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	6835		6,835	\$	-
633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	208		208	\$	-
633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	26		26	\$	-
633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	4		4	\$	-
633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	17		17	\$	-
633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	1		1	\$	-
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	30		30	\$	-
635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE (24" DEEP)	EA	6		6	\$	-
635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE (24" DEEP)	EA	6		6	\$	-
639 1 121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	1		1	\$	-
639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	150		150	\$	-
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1		1	\$	-
641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2		2	\$	-
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8		8	\$	-
649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	1		1	\$	-
649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	3		3	\$	-
649 26 3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION-BOLT ON ATTACHMENT	EA	4		4	\$	-
650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	14		14	\$	-
653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8		8	\$	-
660 1 110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	8		8	\$	-
660 2 102	LOOP ASSEMBLY, F&I, TYPE B	AS	8		8	\$	-
660 2 106	LOOP ASSEMBLY, F&I, TYPE F	AS	16		16	\$	-
660 4 41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1		1	\$	-
660 4 42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	2		2	\$	-
660 6 421	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, CABINET EQUIPMENT	EA	1		1	\$	-
660 6 422	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE ABOVE GROUND EQUIPMENT	EA	1		1	\$	-
663 1 112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	4		4	\$	-
663 1 121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, CABINET ELECTRONICS	EA	1		1	\$	-
663 1 122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, DETECTOR	EA	1		1	\$	-
665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8		8	\$	-
670 5 111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1		1	\$	-
670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1		1	\$	-
682 1 113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE PRESSURIZED, IP, HIGH DEFINITION	EA	1		1	\$	-
684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	1		1	\$	-
685 1 13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1		1	\$	-
700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4		4	\$	-
700 11 321	ELECTRONIC DISPLAY SIGN, F&I OVERHEAD MOUNT- AC POWERED, REGULATOR SIGN, UP TO 12 SF	AS	4		4	\$	-
	<b>TOTAL</b>					\$	-

**CONTRACT PLANS COMPONENTS**

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS  
SIGNALIZATION PLANS

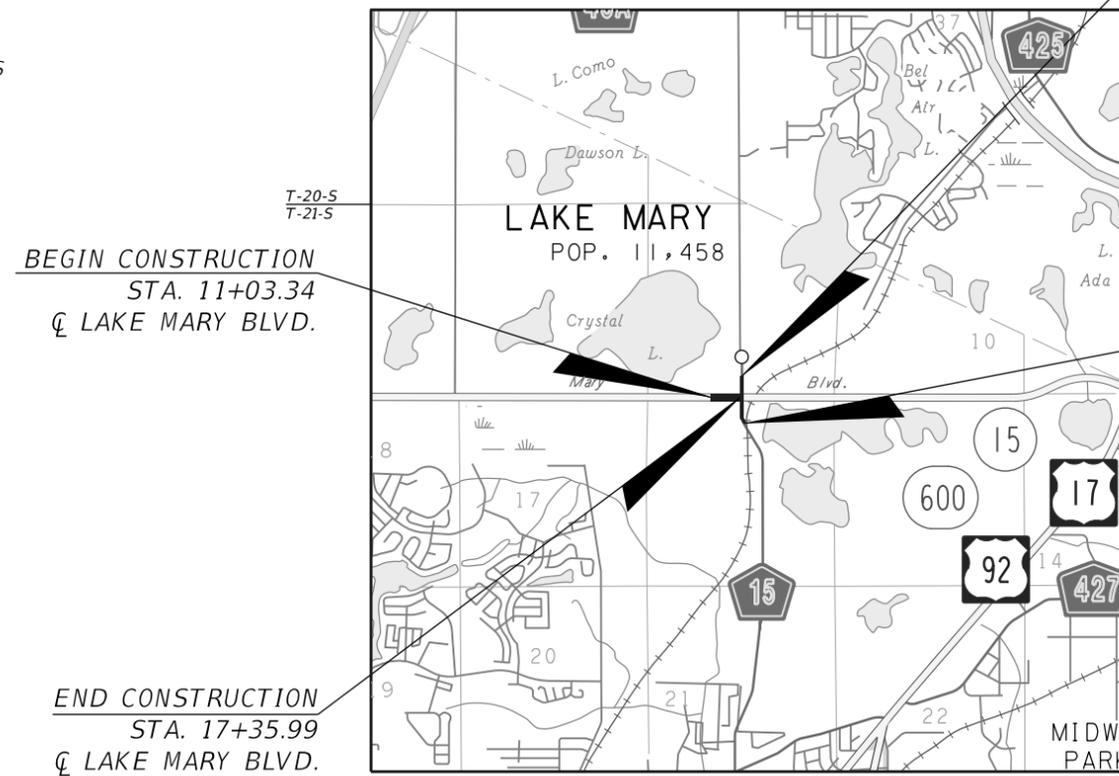
Exhibit "A"  
**SEMINOLE COUNTY, FLORIDA  
ENGINEERING DIVISION**

**CONTRACT PLANS**  
**COUNTRY CLUB RD AT LAKE MARY BLVD  
INTERSECTION IMPROVEMENTS**  
CIP NO. 01785134



**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3-6	TYPICAL SECTION
7	GENERAL/ TRAFFIC CONTROL NOTES
8-11	PLAN SHEETS
12-15, 15A	DRAINAGE STRUCTURES
16-30	CROSS SECTIONS
31-34	UTILITY ADJUSTMENT SHEETS
SQ-1-SQ-8	SUMMARY OF QUANTITIES
CTL-1-CTL-4	SURVEY CONTROL



END PROJECT  
STA. 63+46.95  
CL COUNTRY CLUB RD.

**BOARD OF COUNTY OF COMMISIONERS**

- DISTRICT 1  
BOB DALLARI
  - DISTRICT 2  
JAY ZEMBOWER
  - DISTRICT 3  
LEE CONSTANTINE
  - DISTRICT 4  
AMY LOCKHART
  - DISTRICT 5  
ANDRIA HERR
- DIRECTOR OF PUBLIC WORKS:  
JEAN JREIJ, P.E.

**GOVERNING STANDARD PLANS:**

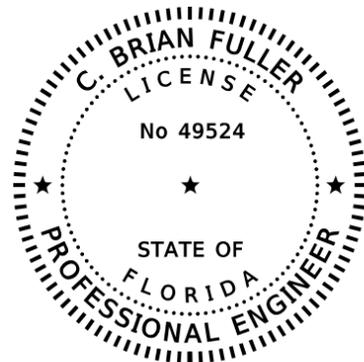
Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road and Bridge Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: N/A

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, Jan 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARKWAY, SUITE 153  
SUITE 524  
LAKE MARY, FLORIDA 32746  
TEL. (407) 644-1898  
FAX. (407) 644-2376  
CERTIFICATE OF AUTHORIZATION 2294

**ROADWAY PLANS  
ENGINEER OF RECORD:**

C. BRIAN FULLER, P.E.  
P.E. NO.: 49524  
METRIC ENGINEERING INC  
525 TECHNOLOGY PARK #153  
LAKE MARY, FL 32746  
VENDOR NO.: F-59-1685550

**SEMINOLE COUNTY  
PROJECT MANAGER:  
HAROLD MCKNIGHT**

FISCAL YEAR	SHEET NO.
24	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"

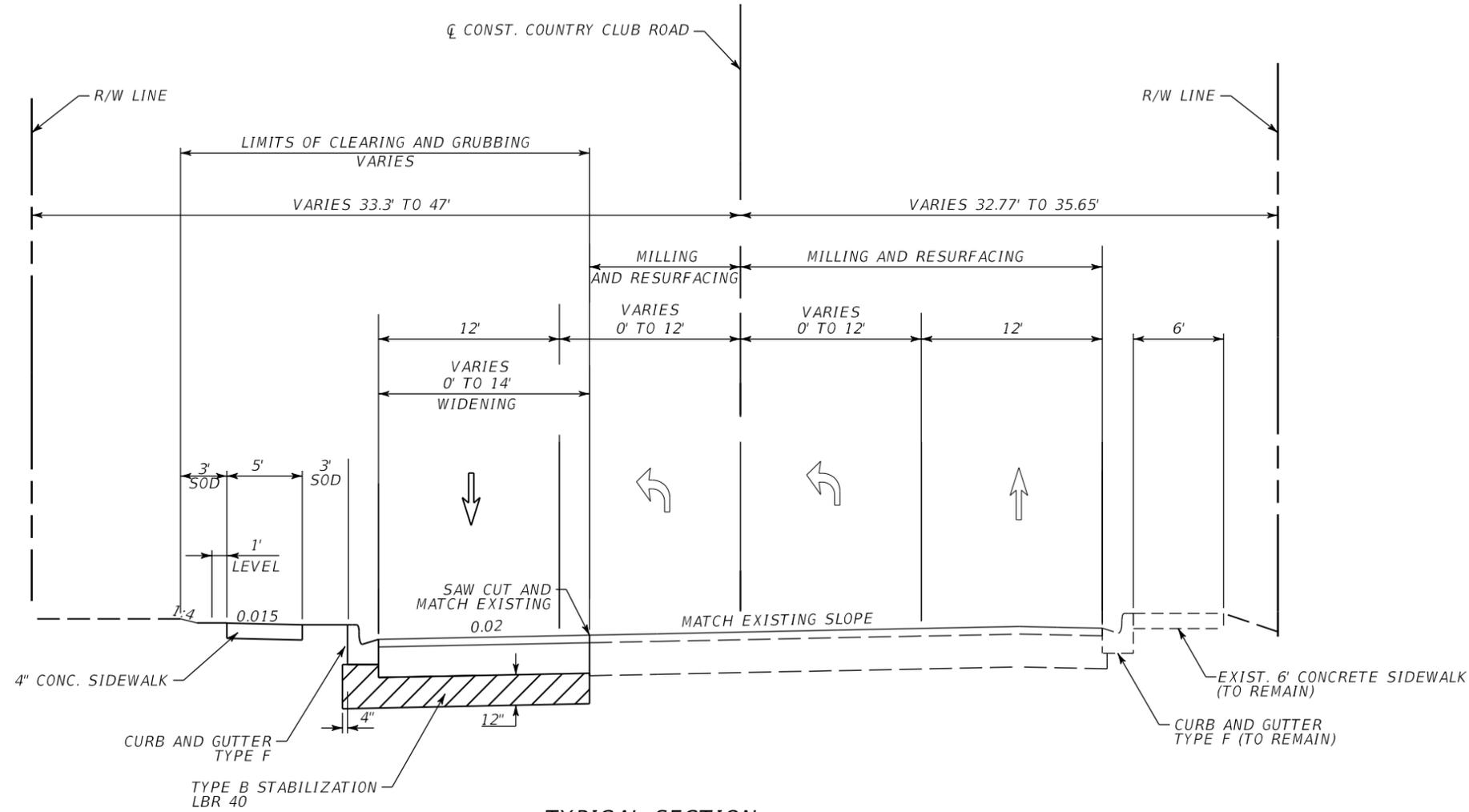
SUMMARY OF ROADWAY				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL	
			PLAN	FINAL
101 1	MOBILIZATION	LS	1	
102 1	MAINTENANCE OF TRAFFIC	LS	1	
104 10 3	SEDIMENT BARRIER	LF	1,425	
104 18	INLET PROTECTION SYSTEM	EA	14	
107 1	LITTER REMOVAL AND DISPOSAL	AC	1.49	
107 2	MOWING	AC	0.80	
110 1 1	CLEARING AND GRUBBING	LS	1	
110 4 1	REMOVAL OF EXISTING CONCRETE	SY	1181	
120 1	REGULAR EXCAVATION	CY	1,417	
120 6	EMBANKMENT	CY	38	
160 4	TYPE B STABILIZATION	SY	2,433	
285 709	OPTIONAL BASE GROUP 9	SY	1,846	
327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	8,702	
334 1 13	TYPE SP STRUCTURAL COURSE, (TRAFFIC C) (2")	TN	178.8	
337 7 82	FRICTION COURSE, FC - 9.5 (TRAFFIC C) (PG 76-22) (1")	TN	584.0	
425 1 341	INLETS, CURB, TYPE P-4, <10'	EA	1	
425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	2	
425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2	
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	2	
425 2 61	MANHOLES, P-8, <10'	EA	3	
425 4	INLETS, ADJUST	EA	1	
430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	LF	78	
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	256	
430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	LF	249	
430 175 224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 24" S/CD	LF	8	
133	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	133	
520 1 10	CONCRETE CURB AND GUTTER, TYPE F	LF	1,965	
520 2 1	CONCRETE CURB TYPE A	LF	1,014	
520 2 2	CONCRETE CURB TYPE B	LF	61	
520 3	VALLEY GUTTER - CONCRETE	LF	144	
522 1	SIDEWALK CONCRETE, 4" THICK	SY	557	
522 2	SIDEWALK CONCRETE, 6" THICK	SY	243	
527 2	DETECTABLE WARNING	SF	166	
570 1 2	PERFORMANCE TURF, SOD	SY	1,621	

SEE SHEET SQ-1 FOR PAY ITEM NOTES

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION <hr/> PROJECT NAME: COUNTRY CLUB ROAD PROJECT ID: 01785134	SUMMARY OF PAY ITEMS	SHEET NO. 2	906
REVISIONS																				
DATE	DESCRIPTION	DATE	DESCRIPTION																	

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Exhibit "A"



**TYPICAL SECTION  
COUNTRY CLUB ROAD  
STA. 46+70.00 TO STA. 53+49.85**

**MILLING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")

**RESURFACING**

FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
AND FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**DRIVEWAY WIDENING**

OPTIONAL BASE GROUP 9  
AND FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

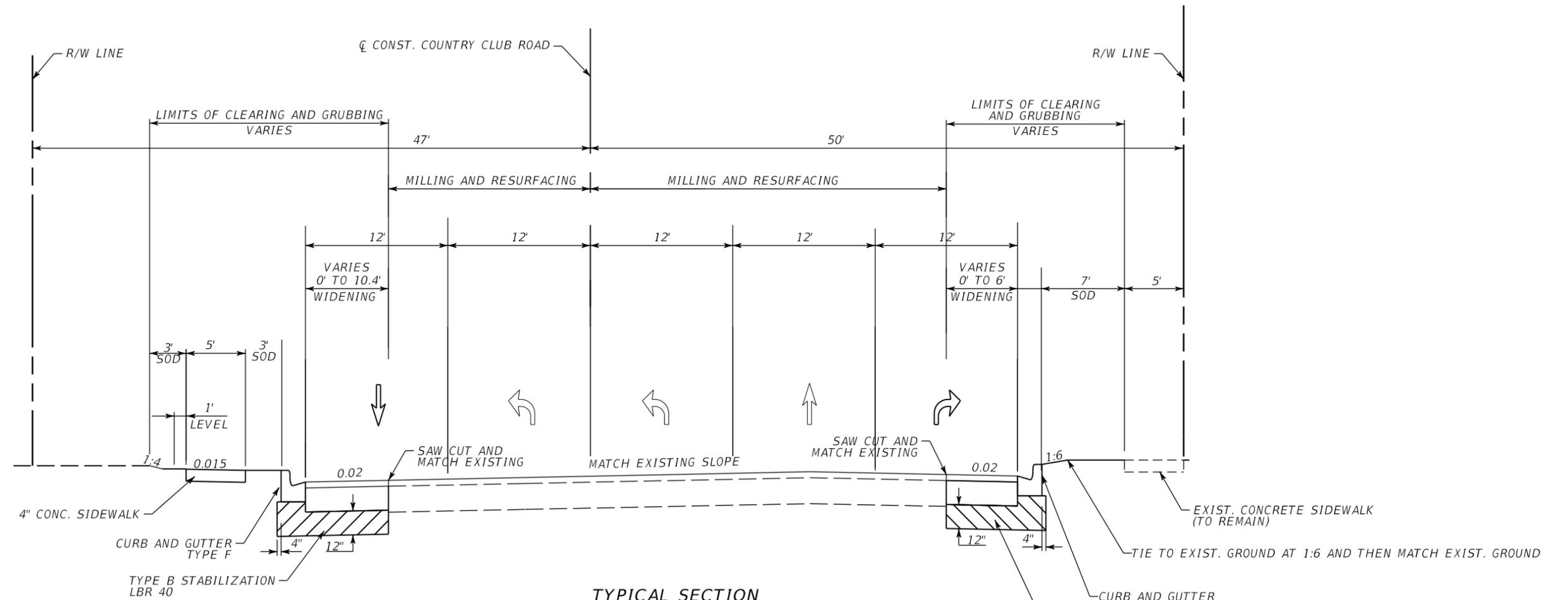
**TRAFFIC DATA**

POSTED SPEED = 35 MPH  
DESIGN SPEED = 35 MPH

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SHEET NO.  3
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID	
					COUNTRY CLUB ROAD	01785134	3
<b>TYPICAL SECTION (1)</b>							

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Exhibit "A"



**TYPICAL SECTION  
COUNTRY CLUB ROAD  
STA. 53+49.85 TO STA. 57+00.00**

**MILLING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")

**RESURFACING**

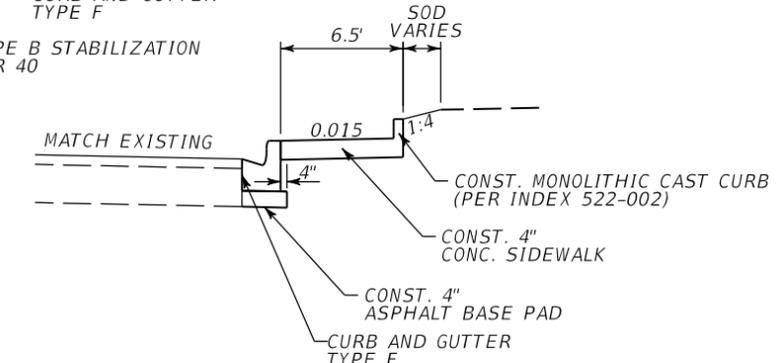
FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
AND FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**DRIVEWAY WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
AND FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")



**INTERSECTION DETAIL  
OF ASPHALT BASE PAD**

STA. 56+16.89, 27.85' LT TO STA. 56+34.03, 47.58' LT  
STA. 56+43.67, 53.17' RT TO STA. 56+47.72, 69.14' RT  
STA. 57+55.78, 47.79' LT TO STA. 57+97.26, 27.96' LT  
STA. 57+51.45, 62.29' RT TO STA. 57+51.32, 66.37' RT

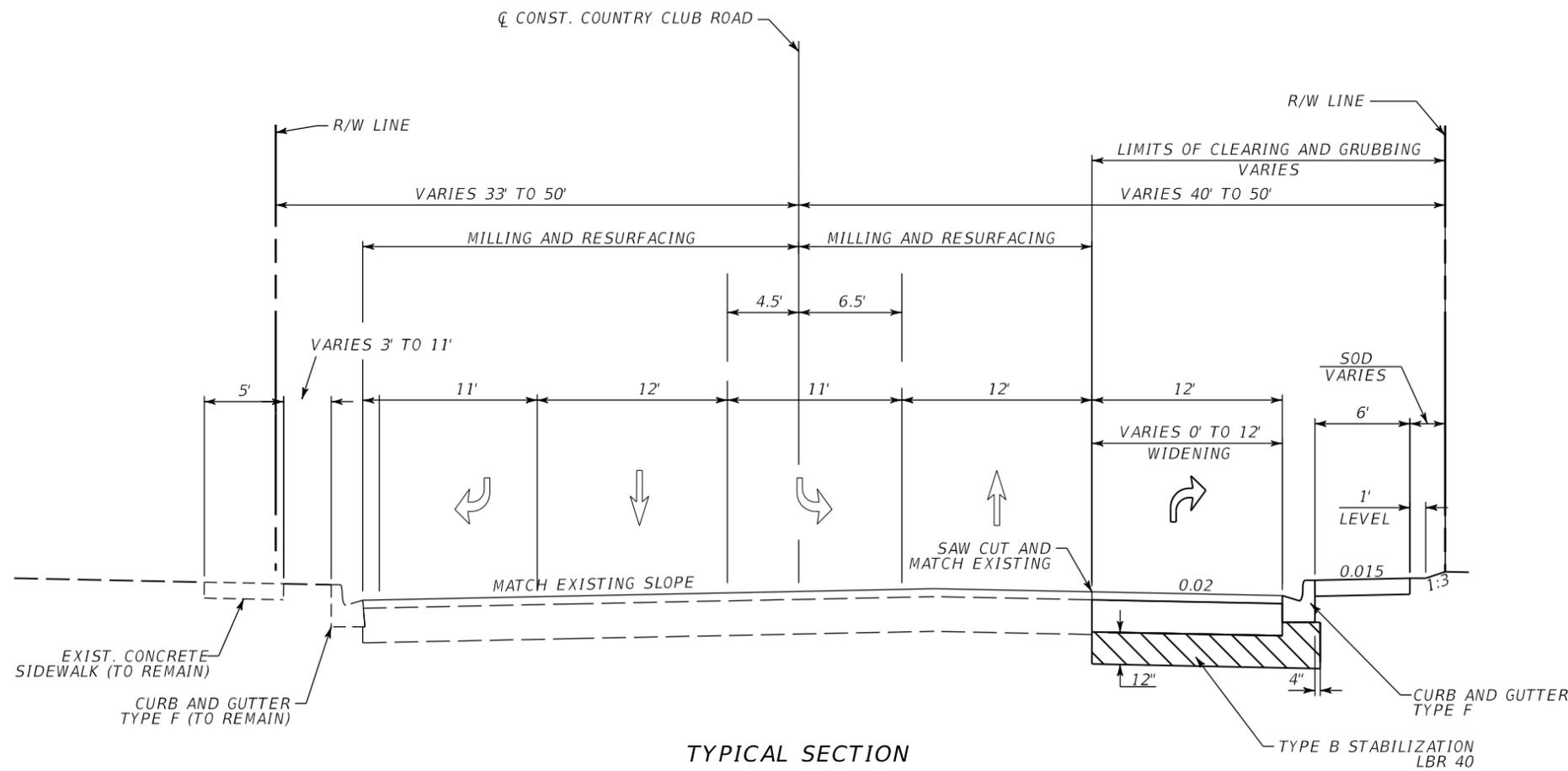
**TRAFFIC DATA**

POSTED SPEED = 35 MPH  
DESIGN SPEED = 35 MPH

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SHEET NO.  4
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID	
					COUNTRY CLUB ROAD	01785134	4
<b>TYPICAL SECTION (2)</b>							

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Exhibit "A"



**TYPICAL SECTION  
COUNTRY CLUB ROAD  
STA. 57+00.00 TO STA. 63+46.95**

**MILLING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")

**RESURFACING**

FRICTION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**WIDENING**

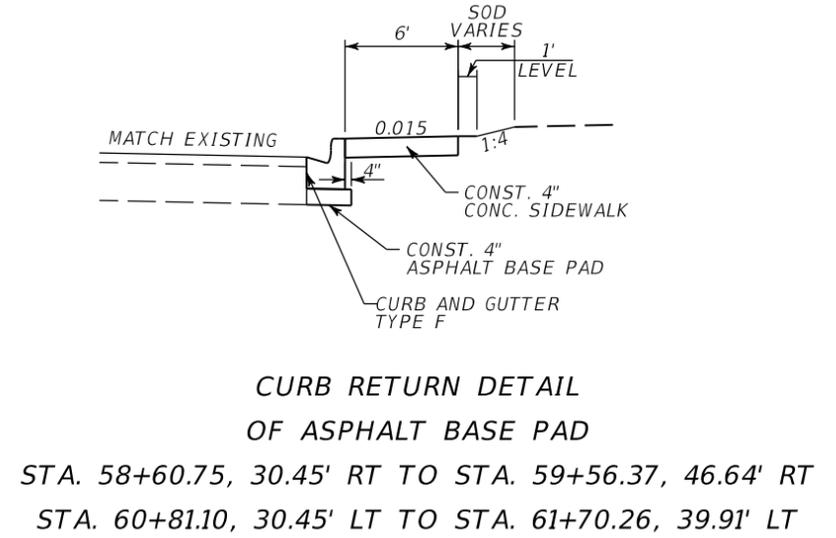
OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
AND FRICTION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**DRIVEWAY WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
AND FRICTION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

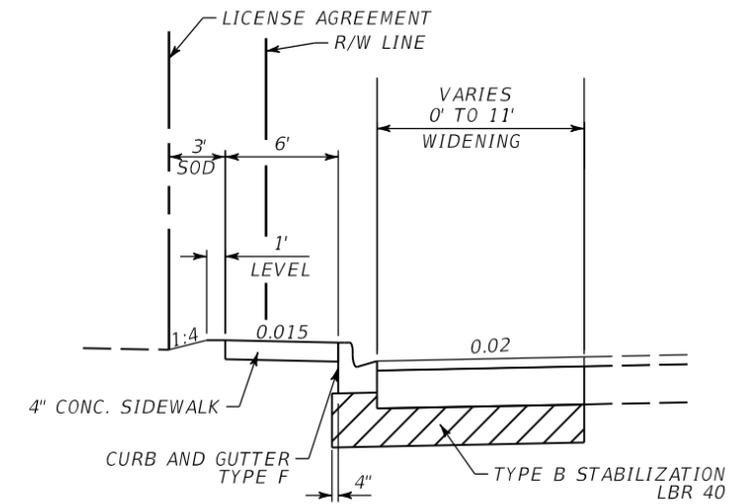
**TRAFFIC DATA**

POSTED SPEED = 35 MPH  
DESIGN SPEED = 35 MPH



**CURB RETURN DETAIL  
OF ASPHALT BASE PAD**

STA. 58+60.75, 30.45' RT TO STA. 59+56.37, 46.64' RT  
STA. 60+81.10, 30.45' LT TO STA. 61+70.26, 39.91' LT



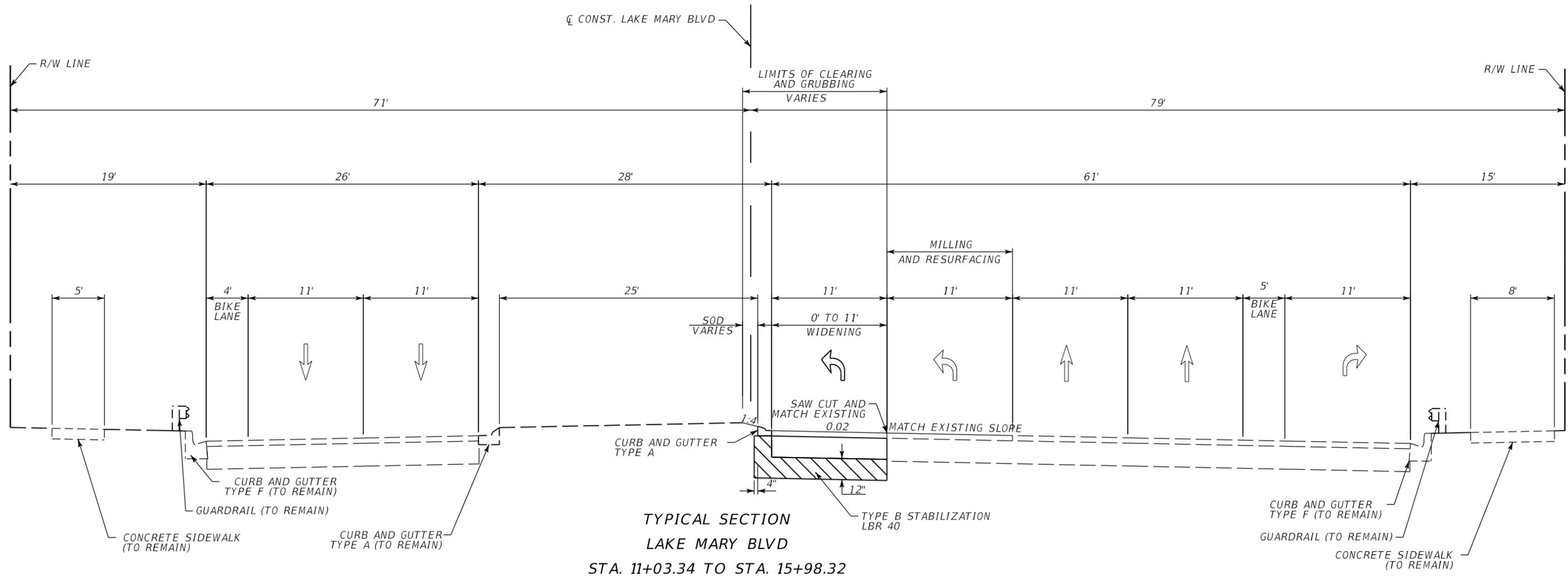
**RIGHT TURN DETAIL**

STA. 60+19.68, 27.16' LT TO STA. 61+38.88, 17.15' LT

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		TYPICAL SECTION (5)	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		909

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Exhibit "A"



**TYPICAL SECTION  
LAKE MARY BLVD  
STA. 11+03.34 TO STA. 15+98.32**

**MILLING**

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")

**RESURFACING**

FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
AND FRICITION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

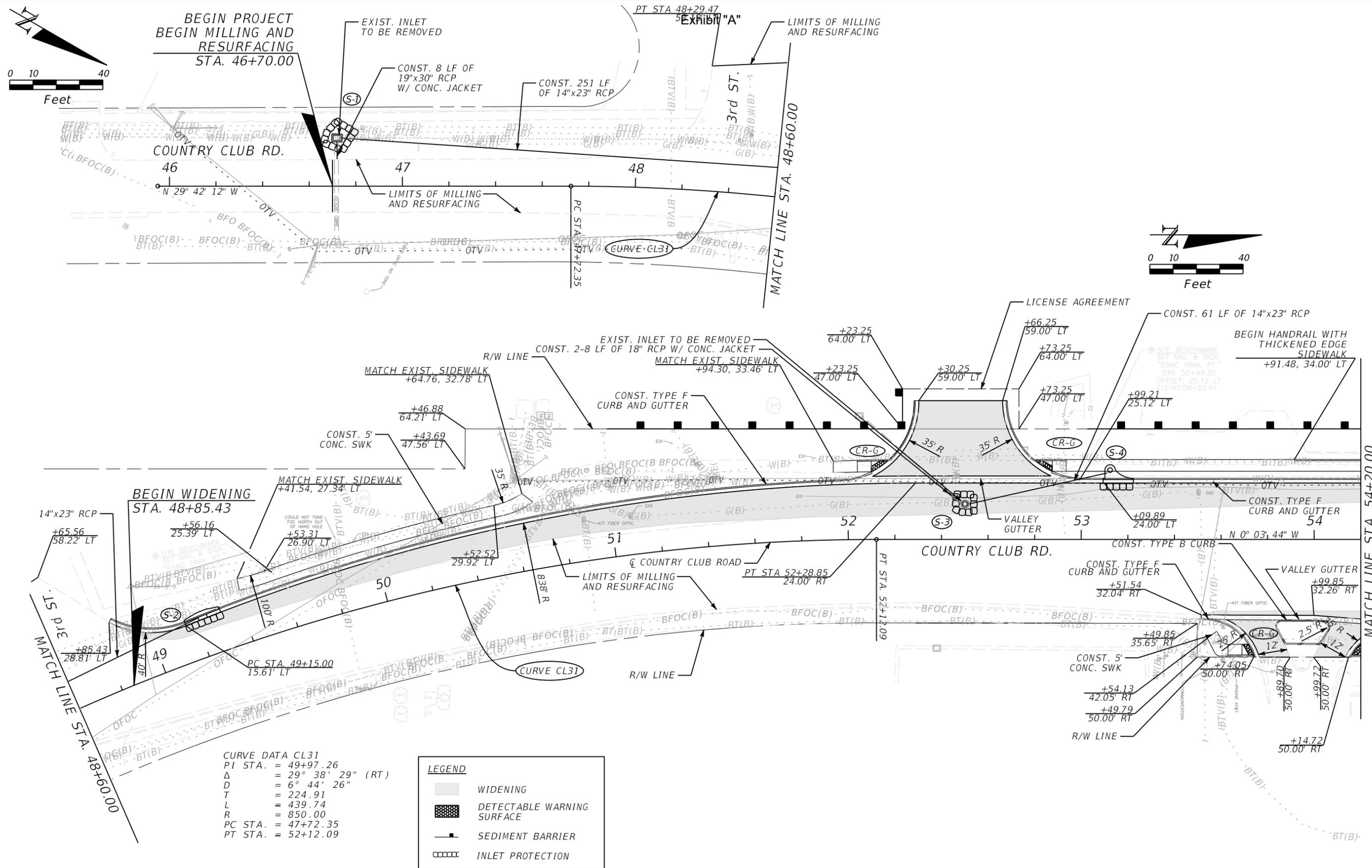
**TRAFFIC DATA**

POSTED SPEED = 45 MPH  
DESIGN SPEED = 45 MPH

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SHEET NO.  6
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID	
					COUNTRY CLUB ROAD	01785134	910
<b>TYPICAL SECTION (4)</b>							

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**PLAN SHEET (1)**

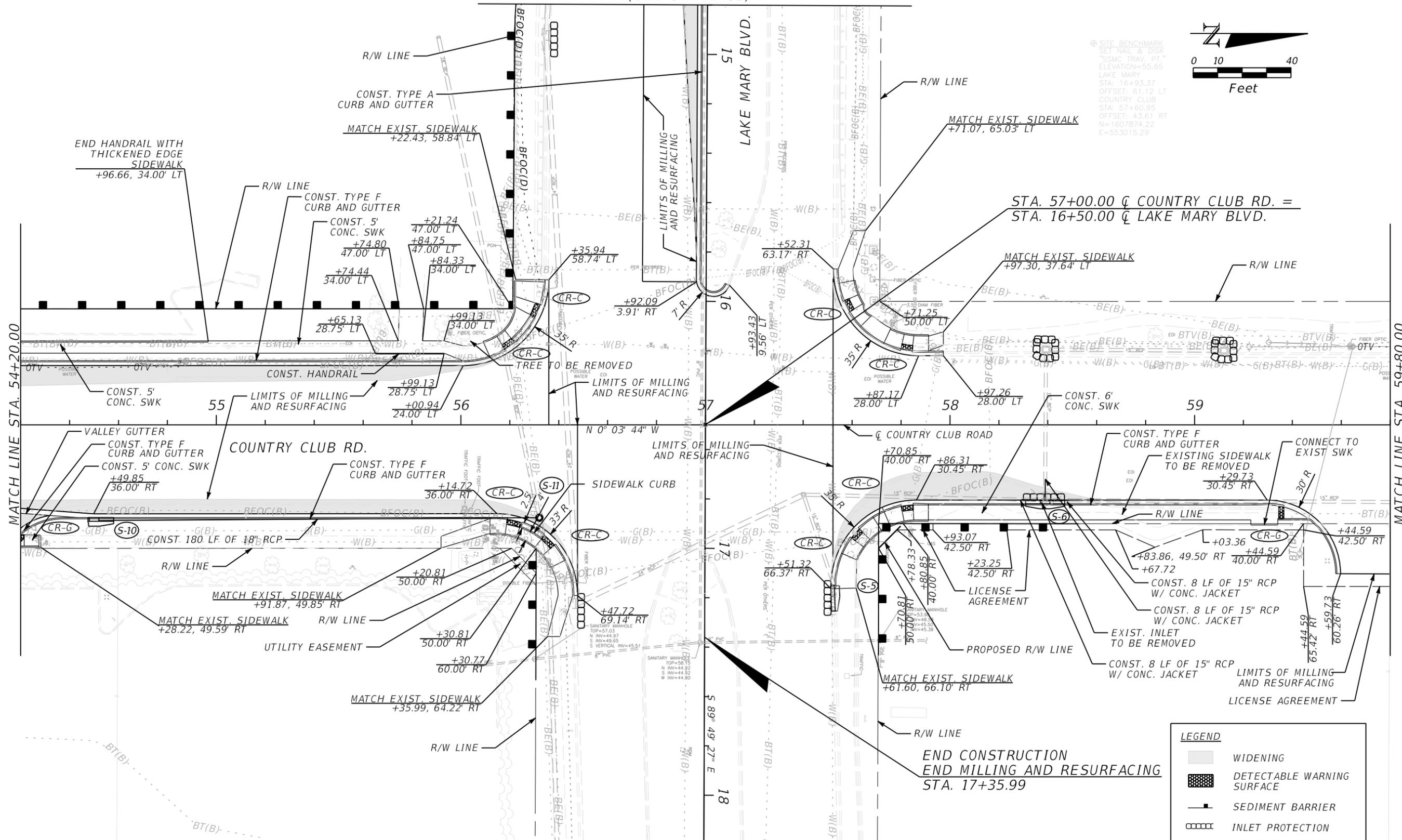
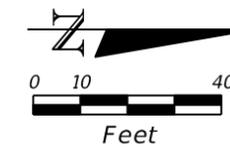
SHEET NO.  
8

912

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Match Line "A" +80.00  
(SEE SHEET 12)

⊕ SITE BENCHMARK  
SET NAIL & DISK  
"SSMC TRAV. PT."  
ELEVATION=55.65  
LAKE MARY  
STA: 16+93.37  
OFFSET: 61.12 LT  
COUNTRY CLUB  
STA: 57+60.95  
OFFSET: 43.61 RT  
N=1607874.22  
E=553015.29



LEGEND	
	WIDENING
	DETECTABLE WARNING SURFACE
	SEDIMENT BARRIER
	INLET PROTECTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

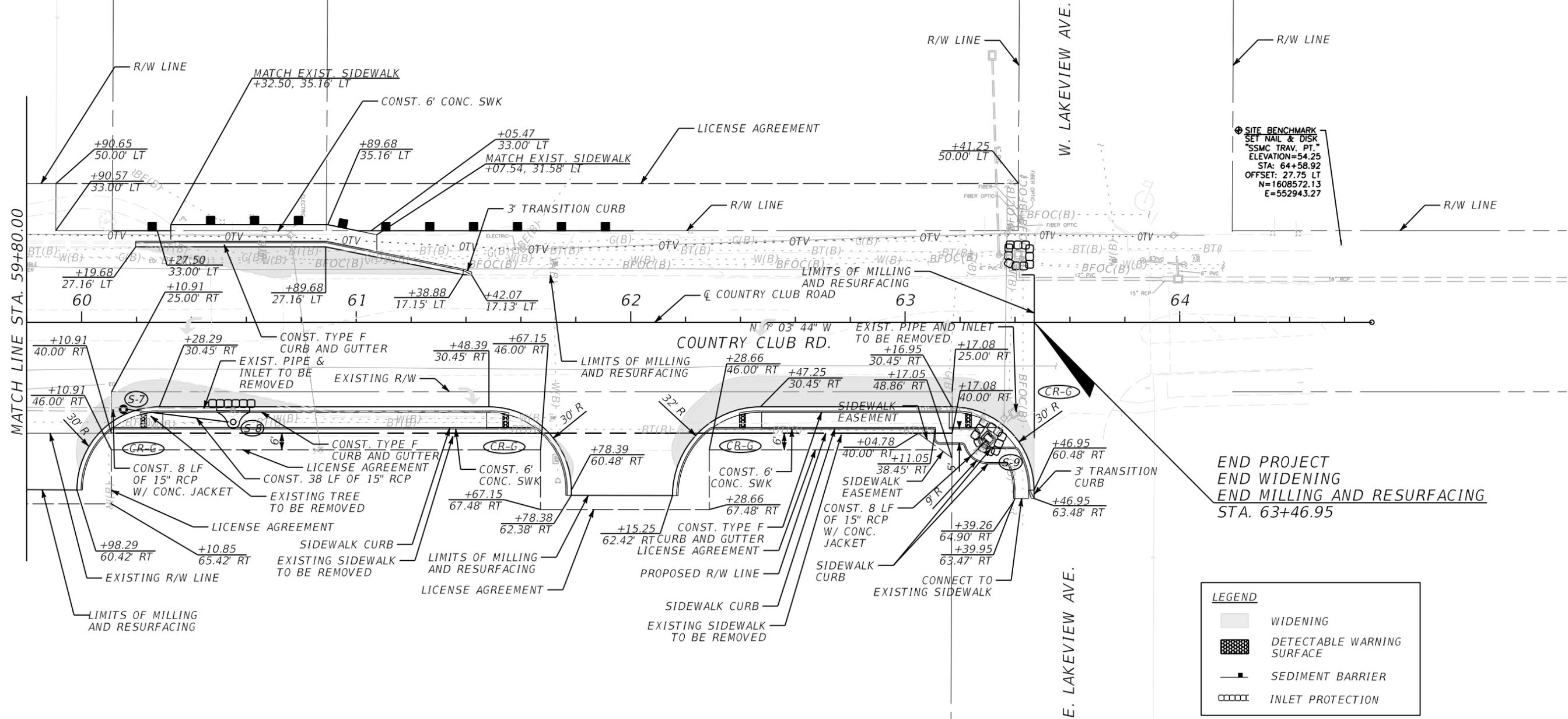
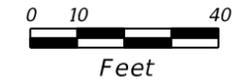
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**PLAN SHEET (2)**

SHEET NO.	9
913	

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Exhibit "A"



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

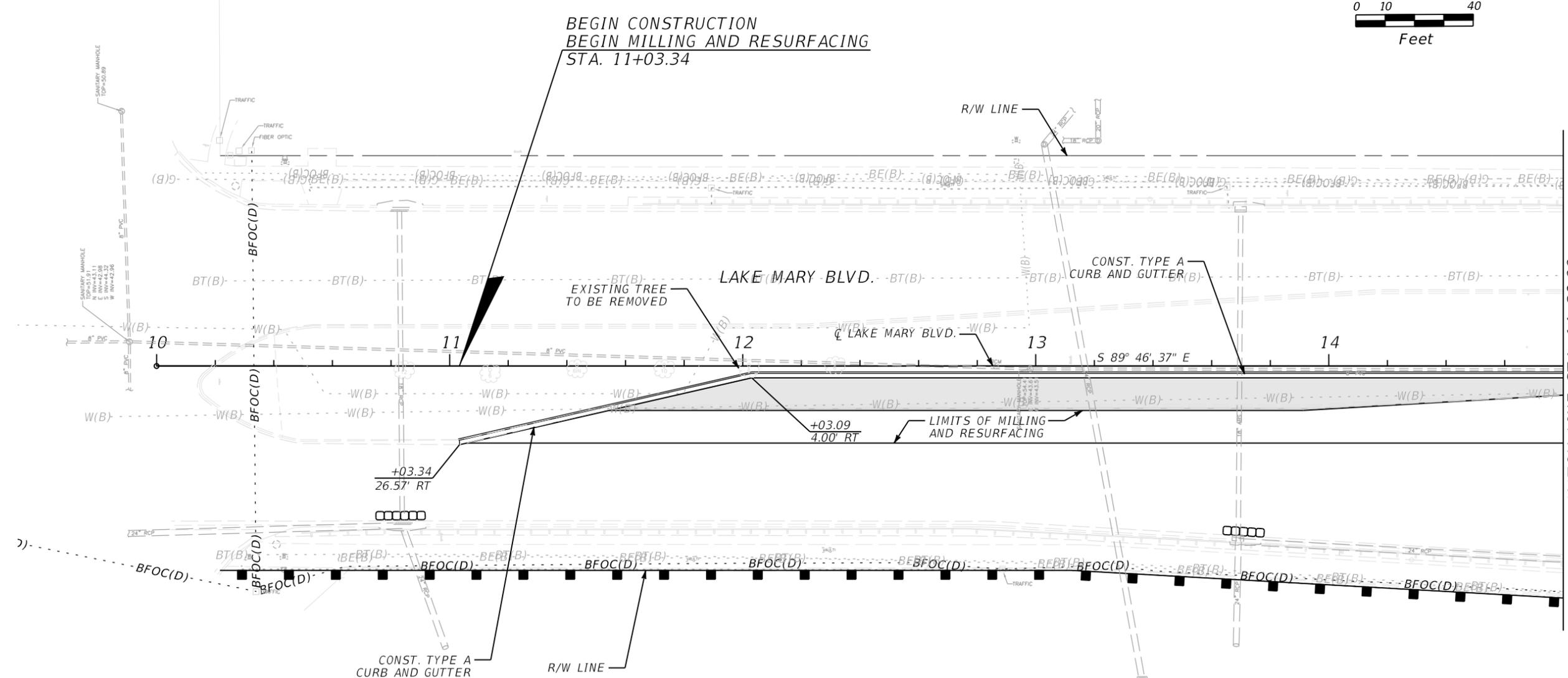
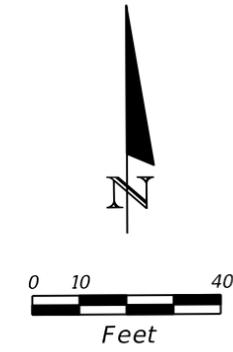
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**PLAN SHEET (3)**

SHEET NO.	10
914	

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Exhibit "A"



LEGEND	
	WIDENING
	DETECTABLE WARNING SURFACE
	SEDIMENT BARRIER
	INLET PROTECTION

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		PLAN SHEET (4)	SHEET NO. 11
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		915

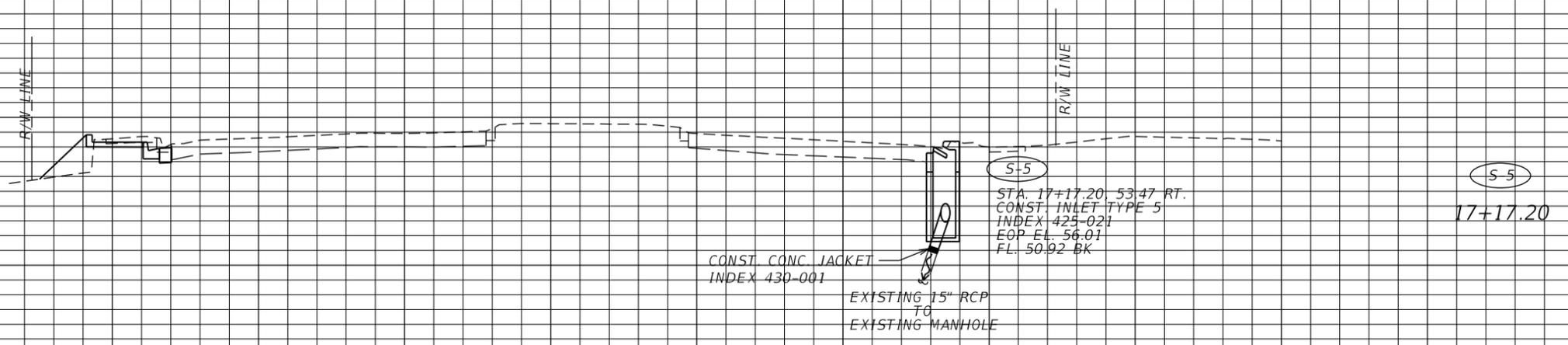
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Exhibit "A"

☉ LAKE MARY BLVD.

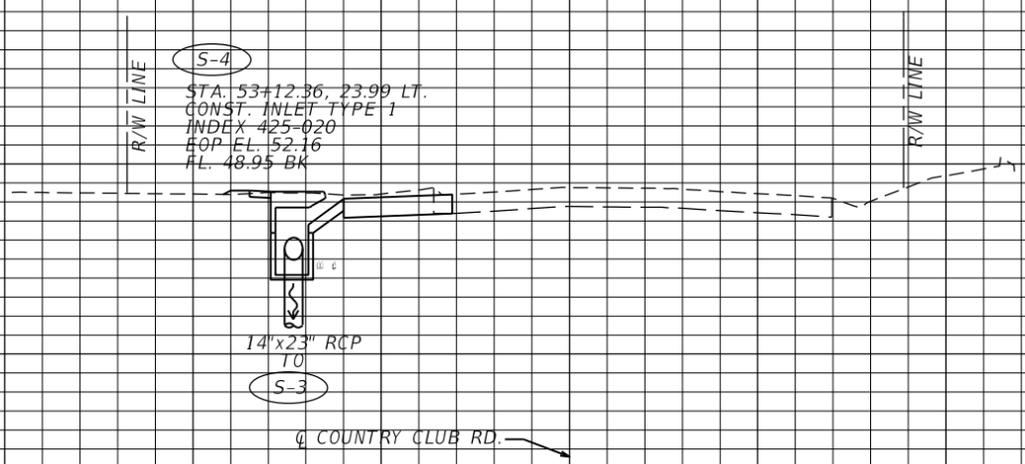
62  
60  
58  
56  
54  
52  
50  
48  
46  
44  
42



S-5  
STA. 17+17.20 - 53+47 RT.  
CONST. INLET TYPE 5  
INDEX 425-021  
EOP EL. 56.01  
FL. 50.92 BK

S-5  
17+17.20

62  
60  
58  
56  
54  
52  
50  
48  
46



S-4  
STA. 53+12.36 - 23.99 LT.  
CONST. INLET TYPE 1  
INDEX 425-020  
EOP EL. 52.16  
FL. 48.95 BK

S-4  
53+12.36

☉ COUNTRY CLUB RD.

1" = 20' Horizontal  
1" = 10' Vertical

140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS		C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746		SEMINOLE COUNTY ENGINEERING DIVISION		DRAINAGE STRUCTURES	SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NAME	PROJECT ID		
				COUNTRY CLUB ROAD	01785134		

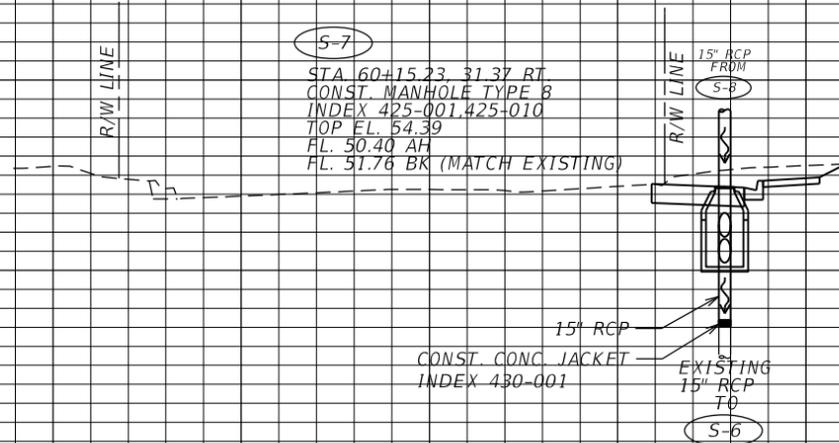
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Exhibit "A"

☐ COUNTRY CLUB RD.

64  
62  
60  
58  
56  
54  
52  
50  
48  
46  
44

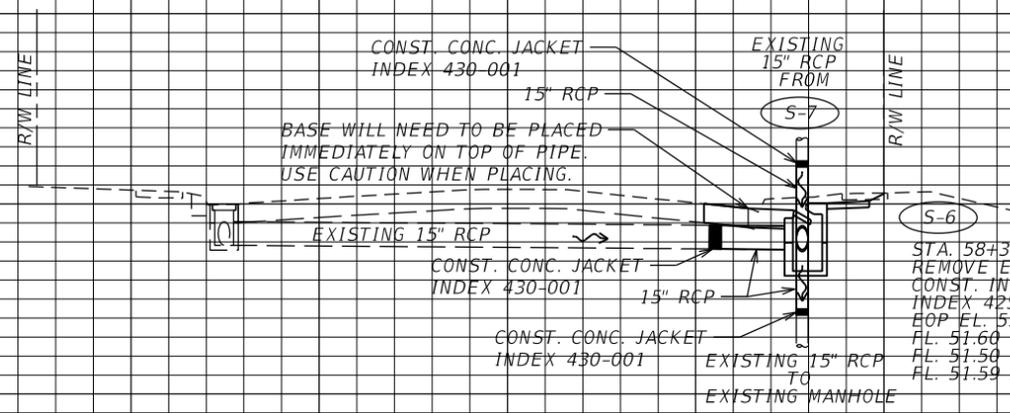


(S-7)  
STA. 60+15.23, 31.37 RT.  
CONST. MANHOLE TYPE 8  
INDEX 425-001, 425-010  
TOP EL. 54.39  
FL. 50.40 AH  
FL. 51.76 BK (MATCH EXISTING)

15" RCP  
CONST. CONC. JACKET  
INDEX 430-001  
EXISTING  
15" RCP  
TO  
(S-6)

(S-7)  
60+15.23

64  
62  
60  
58  
56  
54  
52  
50  
48  
46



CONST. CONC. JACKET  
INDEX 430-001  
15" RCP  
BASE WILL NEED TO BE PLACED  
IMMEDIATELY ON TOP OF PIPE.  
USE CAUTION WHEN PLACING.

EXISTING 15" RCP  
CONST. CONC. JACKET  
INDEX 430-001  
15" RCP  
CONST. CONC. JACKET  
INDEX 430-001  
EXISTING 15" RCP  
TO  
EXISTING MANHOLE

(S-7)  
STA. 58+38.92, 30.45 RT.  
REMOVE EXIST. INLET &  
CONST. INLET TYPE 6  
INDEX 425-021  
EOP EL. 53.67  
FL. 51.60 LF (MATCH EXISTING)  
FL. 51.50 BK (MATCH EXISTING)  
FL. 51.59 AH (MATCH EXISTING)

(S-6)  
58+38.92

1" = 20' Horizontal  
1" = 10' Vertical

140 120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS	
DATE	DESCRIPTION

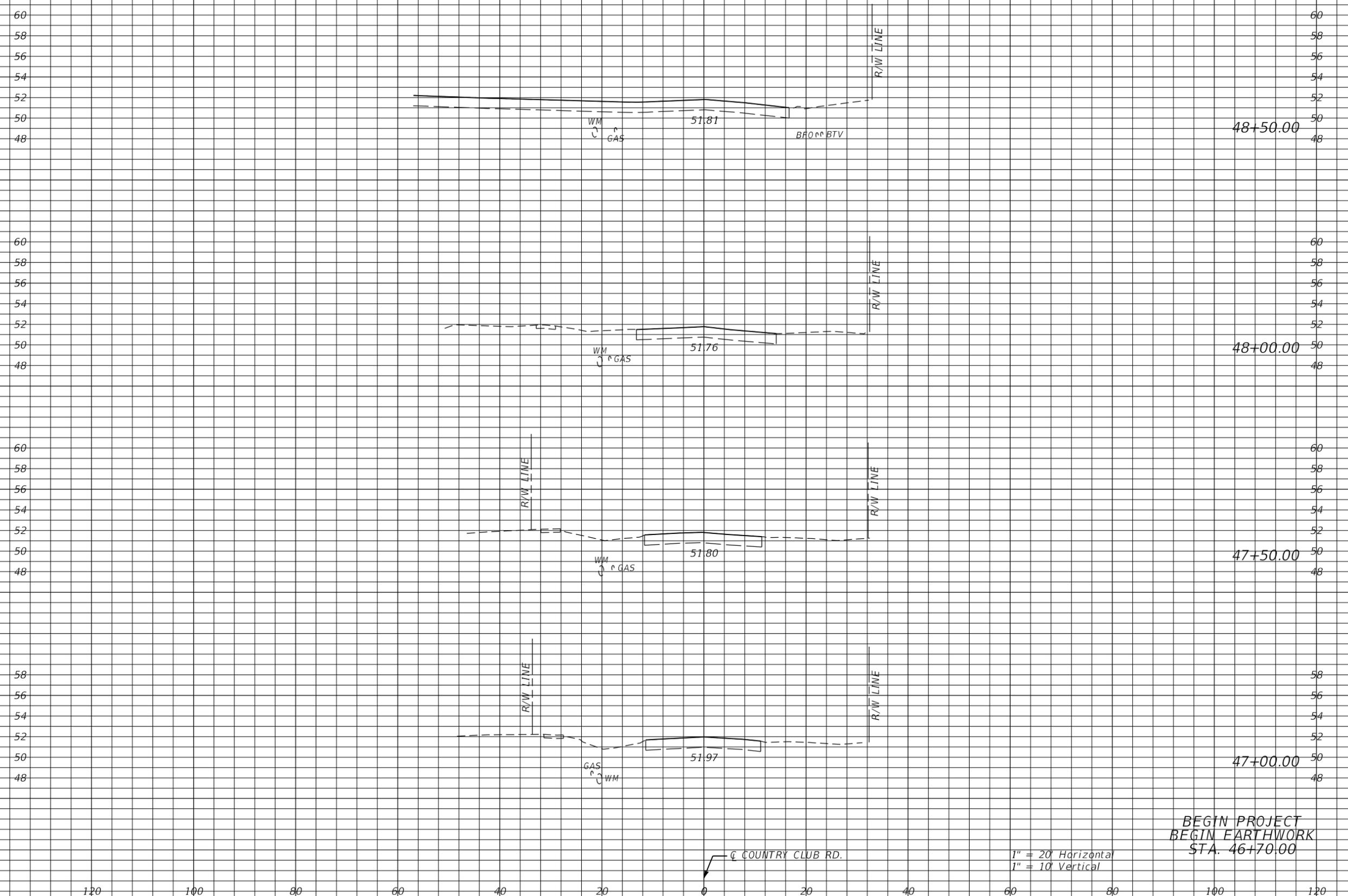
C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION  
PROJECT NAME: COUNTRY CLUB ROAD  
PROJECT ID: 01785134

**DRAINAGE STRUCTURES**  
SHEET NO. 14

919

Exhibit "A" CLUB RD.



Regular		Exc.		Embankment	
A	V	A	V	A	V
0.0				0.0	
	0				0
0.0				0.0	
	0				0
0.0				0.0	
	0				0
0.0				0.0	
	0				0
0.0				0.0	

BEGIN PROJECT  
BEGIN EARTHWORK  
STA. 46+70.00

1" = 20' Horizontal  
1" = 10' Vertical

COUNTRY CLUB RD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

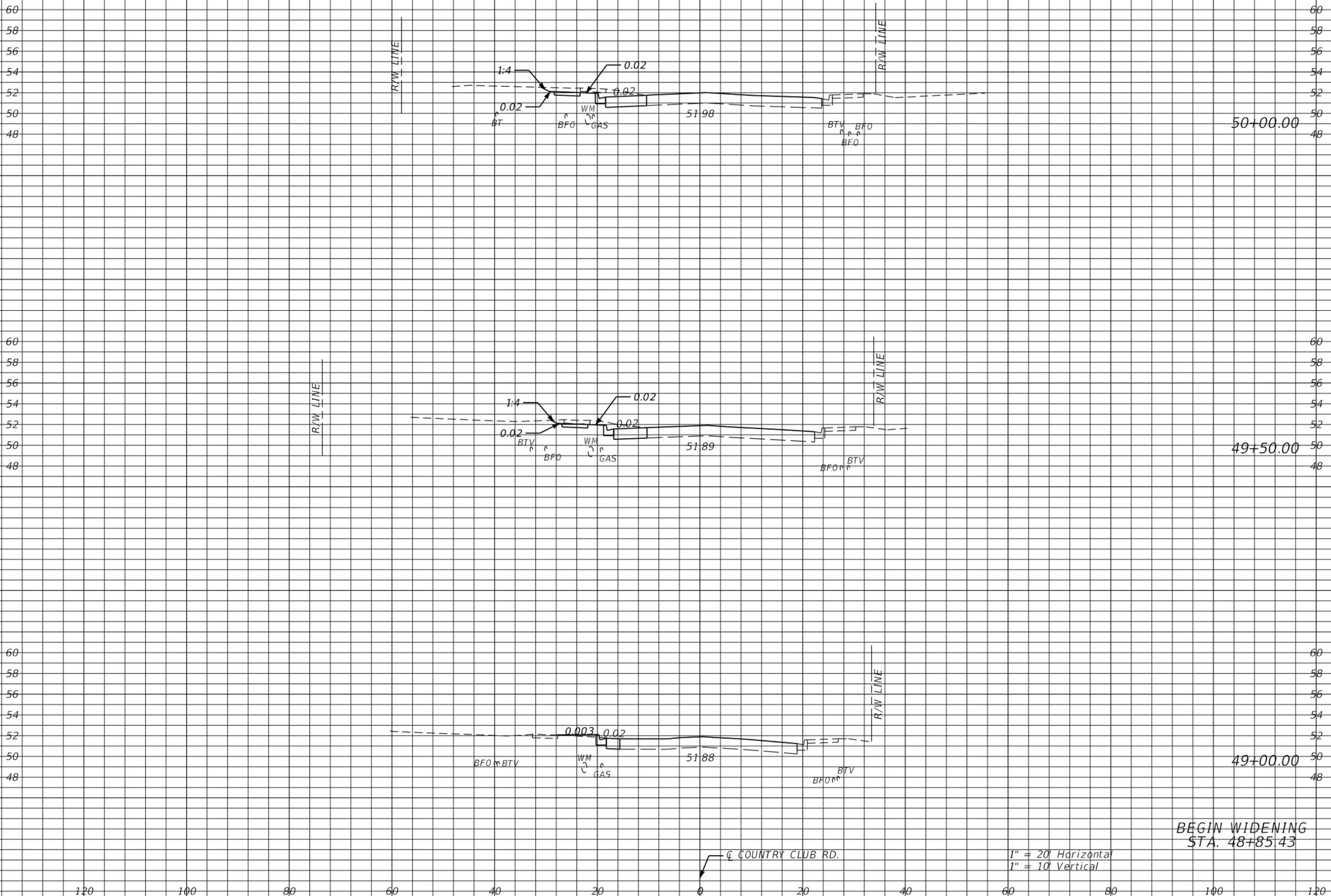
C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.  
16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
19.8	33	0.0		0	
15.7	18	0.0		1	
4.1	4	0.9		1	

BEGIN WIDENING  
STA. 48+85.43

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

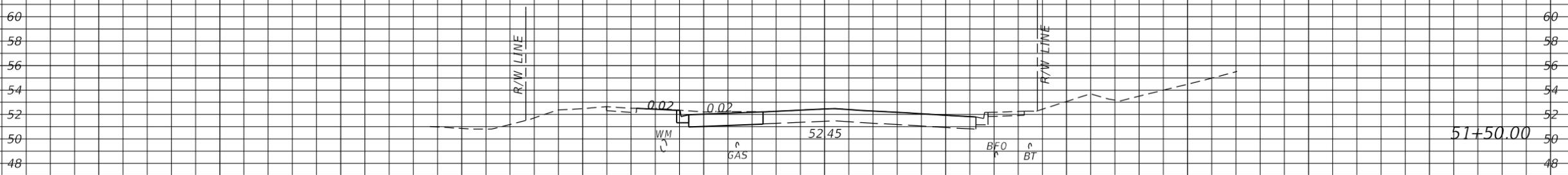
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

CROSS SECTIONS

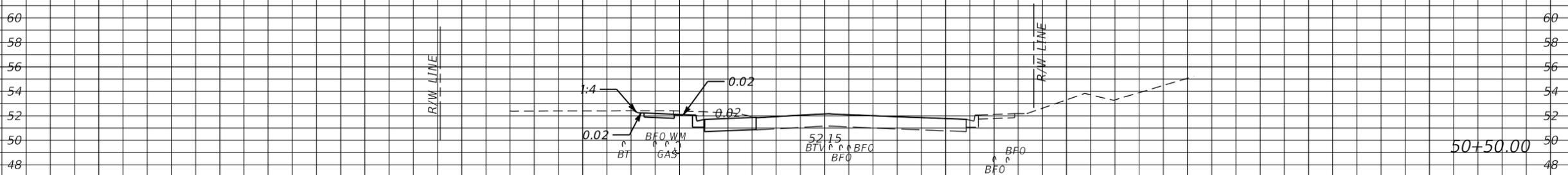
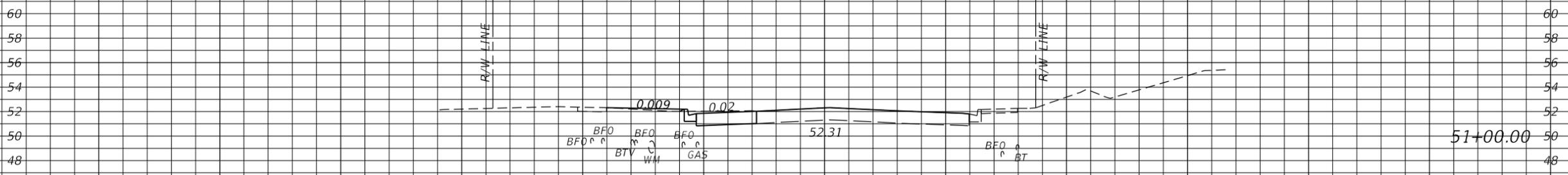
SHEET NO.	17
-----------	----

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A" CLUB RD.



Regular		Exc.		Embankment	
A	V	A	V	A	V
16.1	27	0	1		
12.7	29	1.5	1		
18.4	35	0.0	0		



COUNTRY CLUB RD.

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

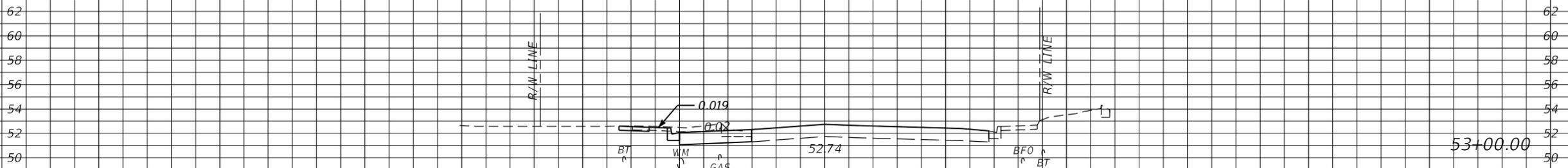
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

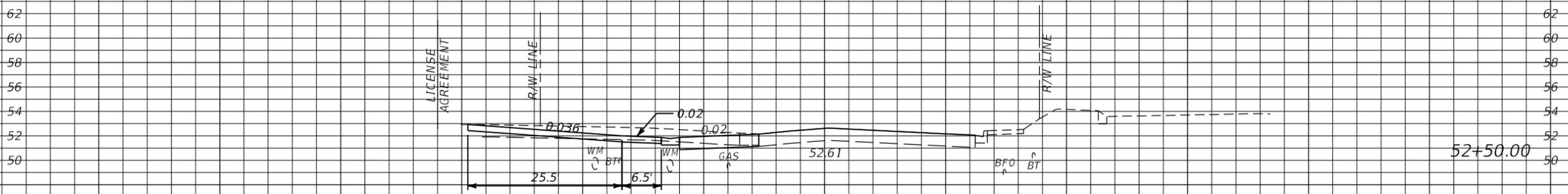
SHEET NO.  
18

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

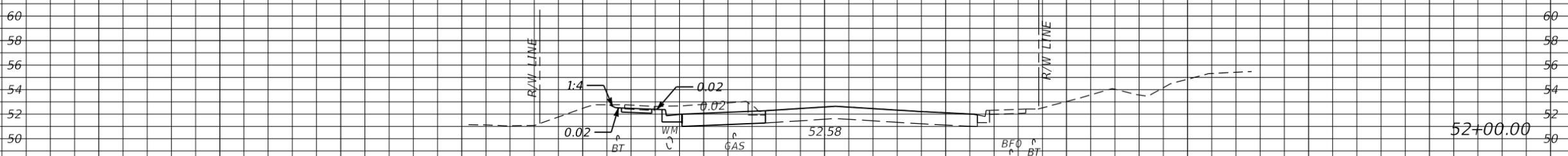
Exhibit "A" CLUB RD.



Regular		Exc.		Embankment	
A	V	A	V	A	V
19.8		0.0			
	65		0		



50.8		0.0			
	75		0		



30.4		0.0			
	43		0		

COUNTRY CLUB RD.

1" = 20' Horizontal  
1" = 10' Vertical

120 100 80 60 40 20 0 20 40 60 80 100 120

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

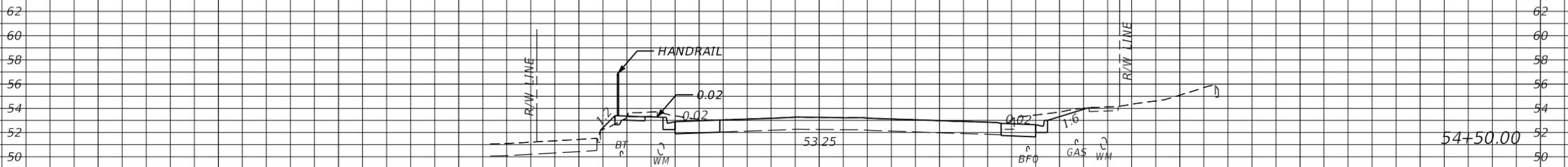
<b>CROSS SECTIONS</b>	
19	

SHEET NO. 19 **923**

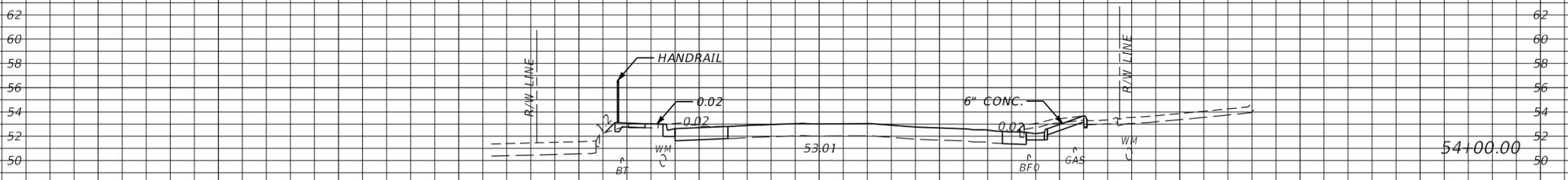
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A" CLUB RD.

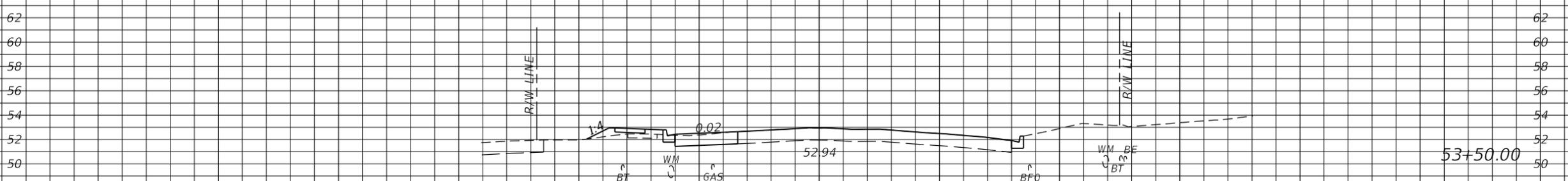
Regular		Exc.		Embankment	
A	V	A	V	A	V



28.0		0.9			
	57		1		



33.8		0.5			
	42		7		



11.9		6.6			
	29		6		

COUNTRY CLUB RD.

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

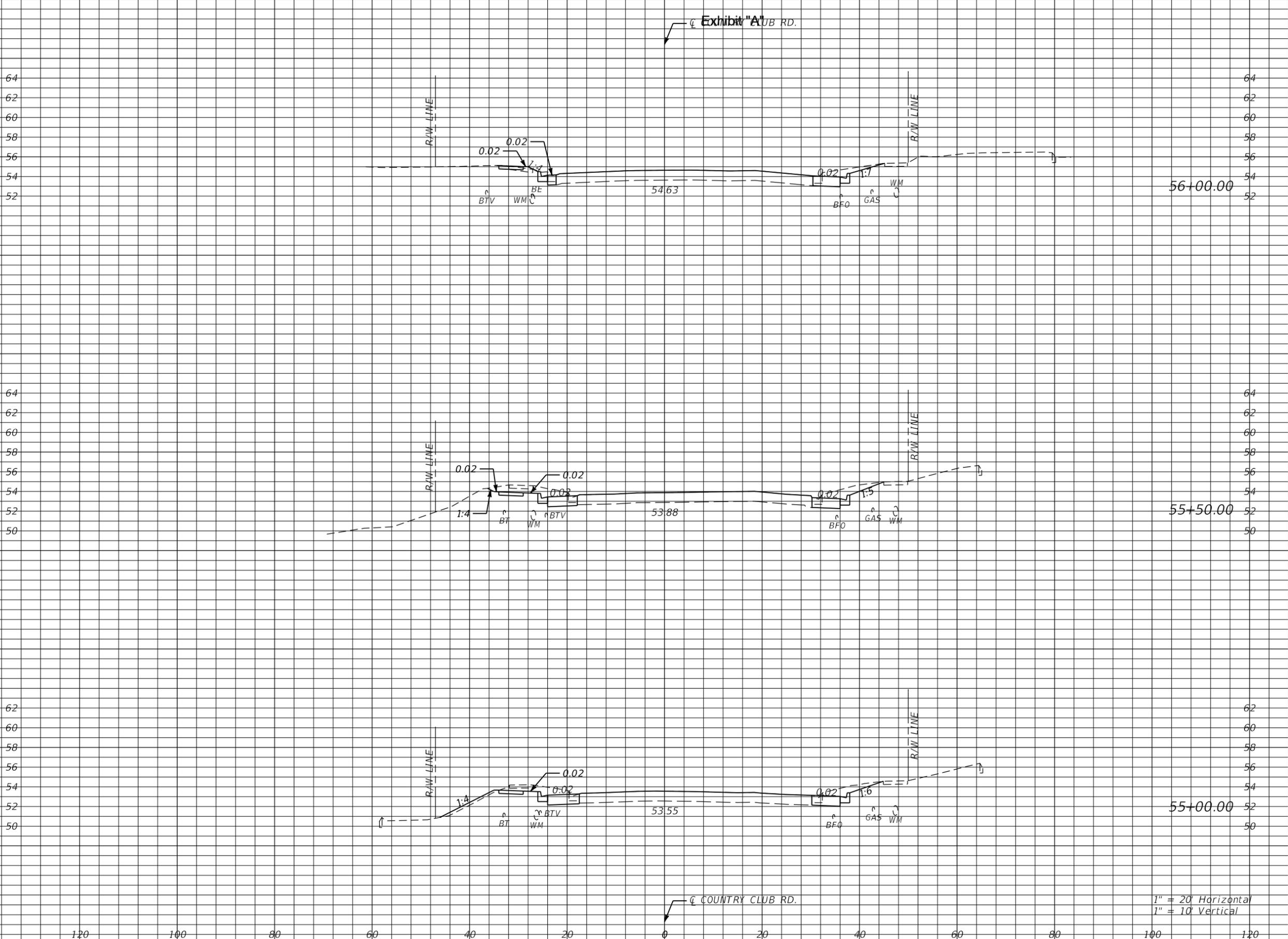
SEMINOLE COUNTY ENGINEERING DIVISION

PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.	924
20	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
17.6		0.0			
	48			0	
34.7		0.0			
	61			3	
31.1		2.9			
	55			4	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

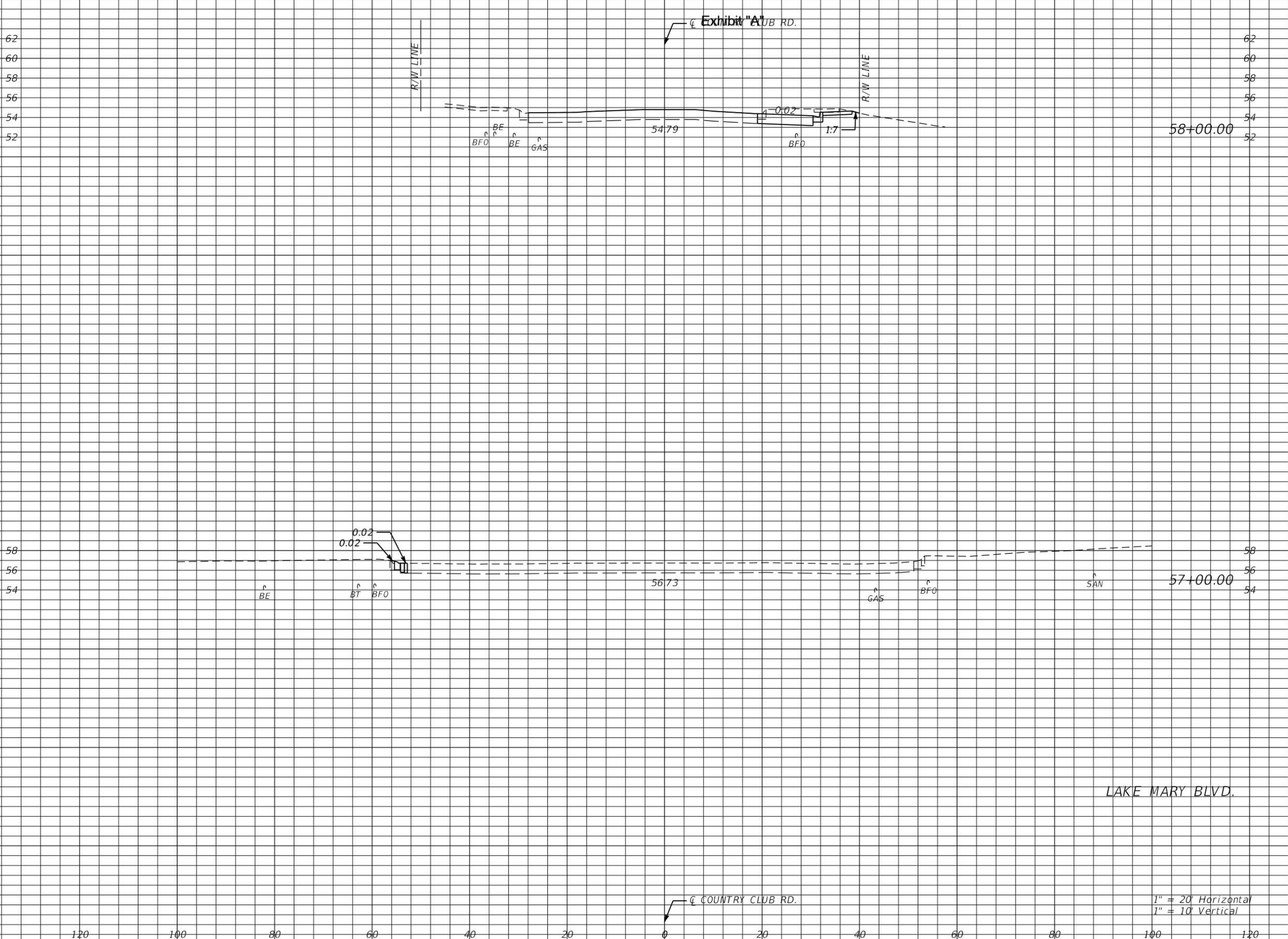
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.  
**21**

1" = 20' Horizontal  
 1" = 10' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
23.3				0.0	
	47				0
2.2				0.0	
	37				0

LAKE MARY BLVD.

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

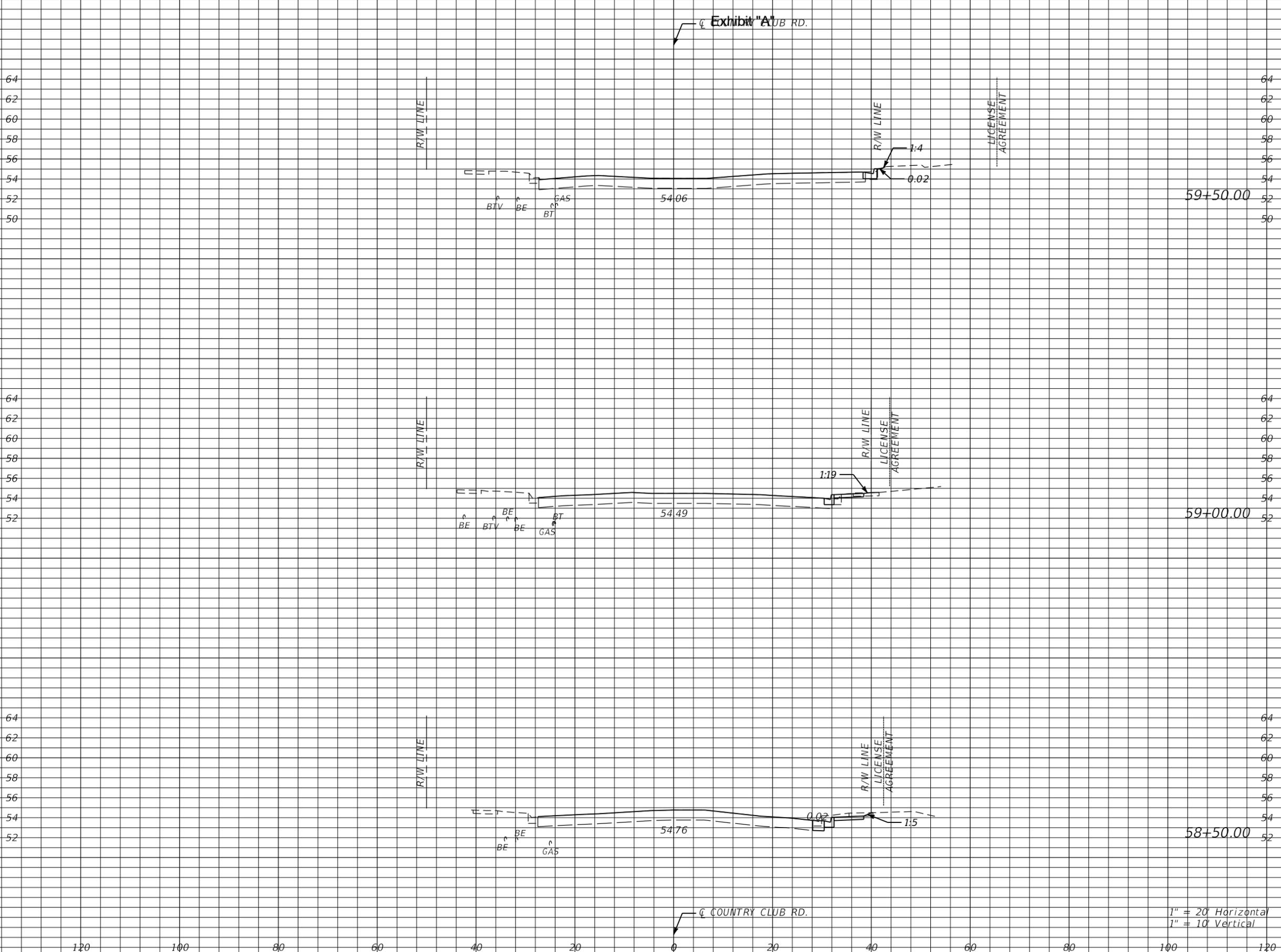
C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.  
22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.		Embankment	
A	V	A	V	A	V
2.0		0.0			
	5		0		
3.1		0.0			
	11		0		
9.2		0.0			
	30		0		

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION

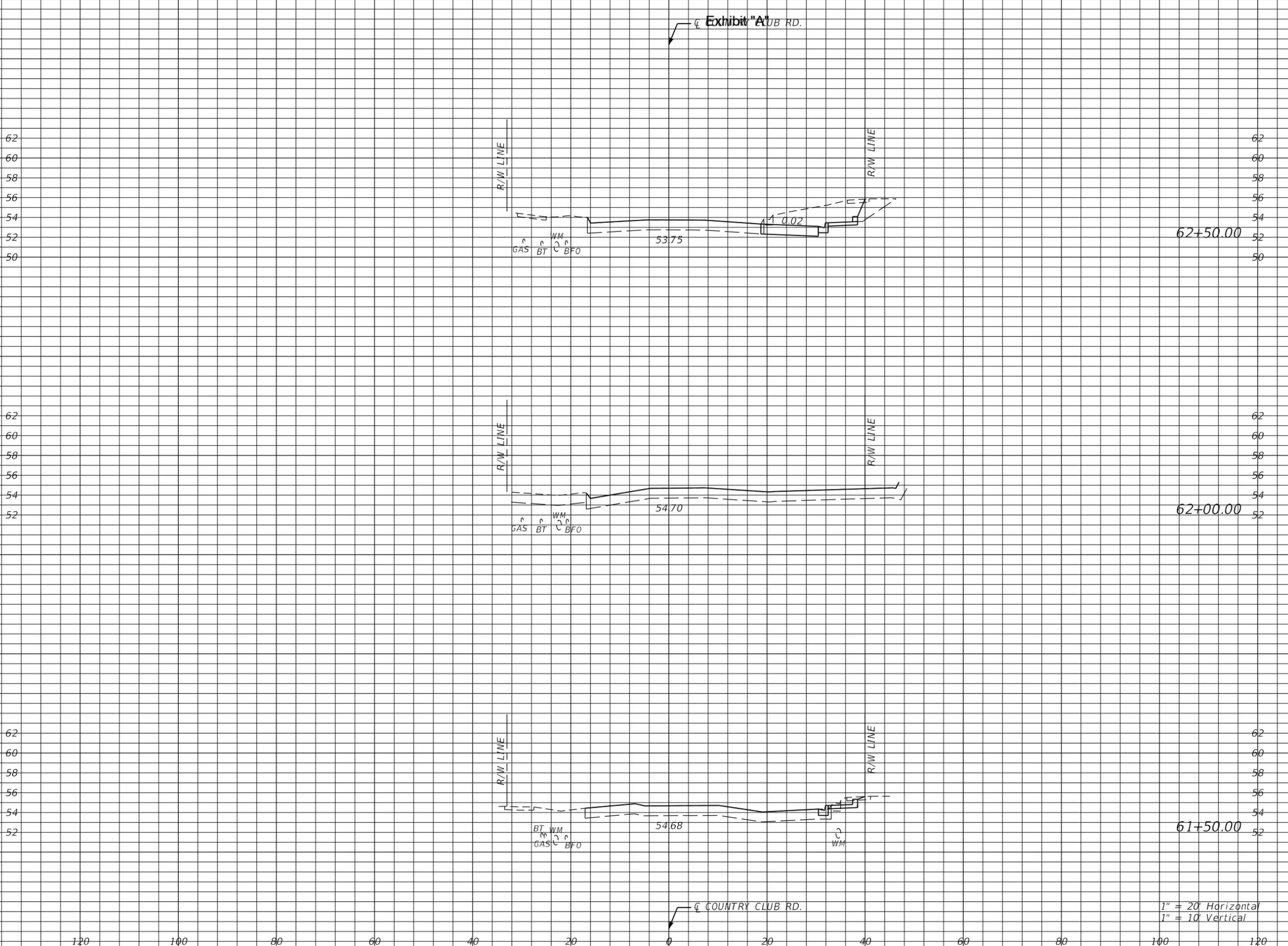
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.	<b>927</b>
23	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





Regular		Exc.		Embankment	
A	V	A	V	A	V
56.4		0.0			
	52			0	
0.0		0.0			
	7			0	
7.7		0.0			
	24			0	

1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

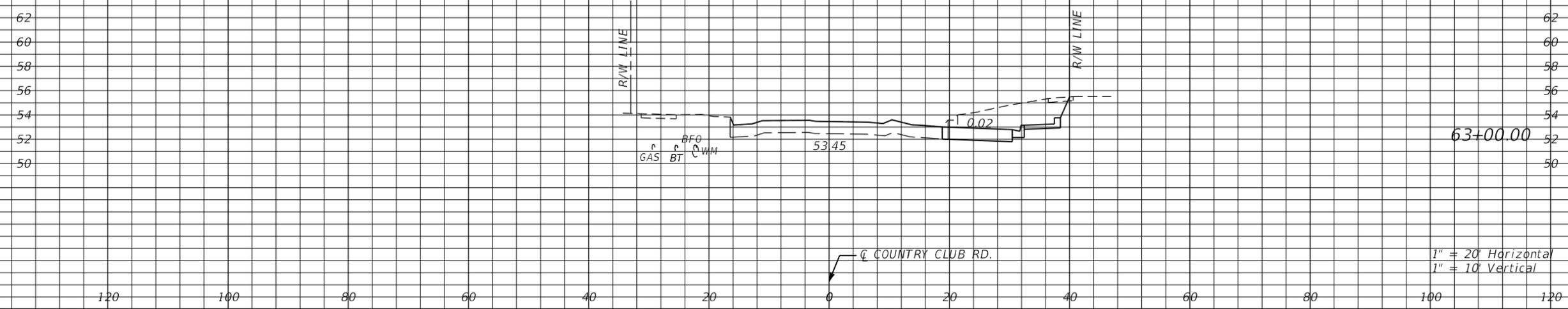
SHEET NO.  
25

Exhibit "A" CLUB RD.

Regular		Exc.		Embankment	
A	V	A	V	A	V

END PROJECT  
END WIDENING  
END EARTHWORK  
STA. 63+46.95

0.0		0.0			
	49				0



1" = 20' Horizontal  
1" = 10' Vertical

COUNTRY CLUB RD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

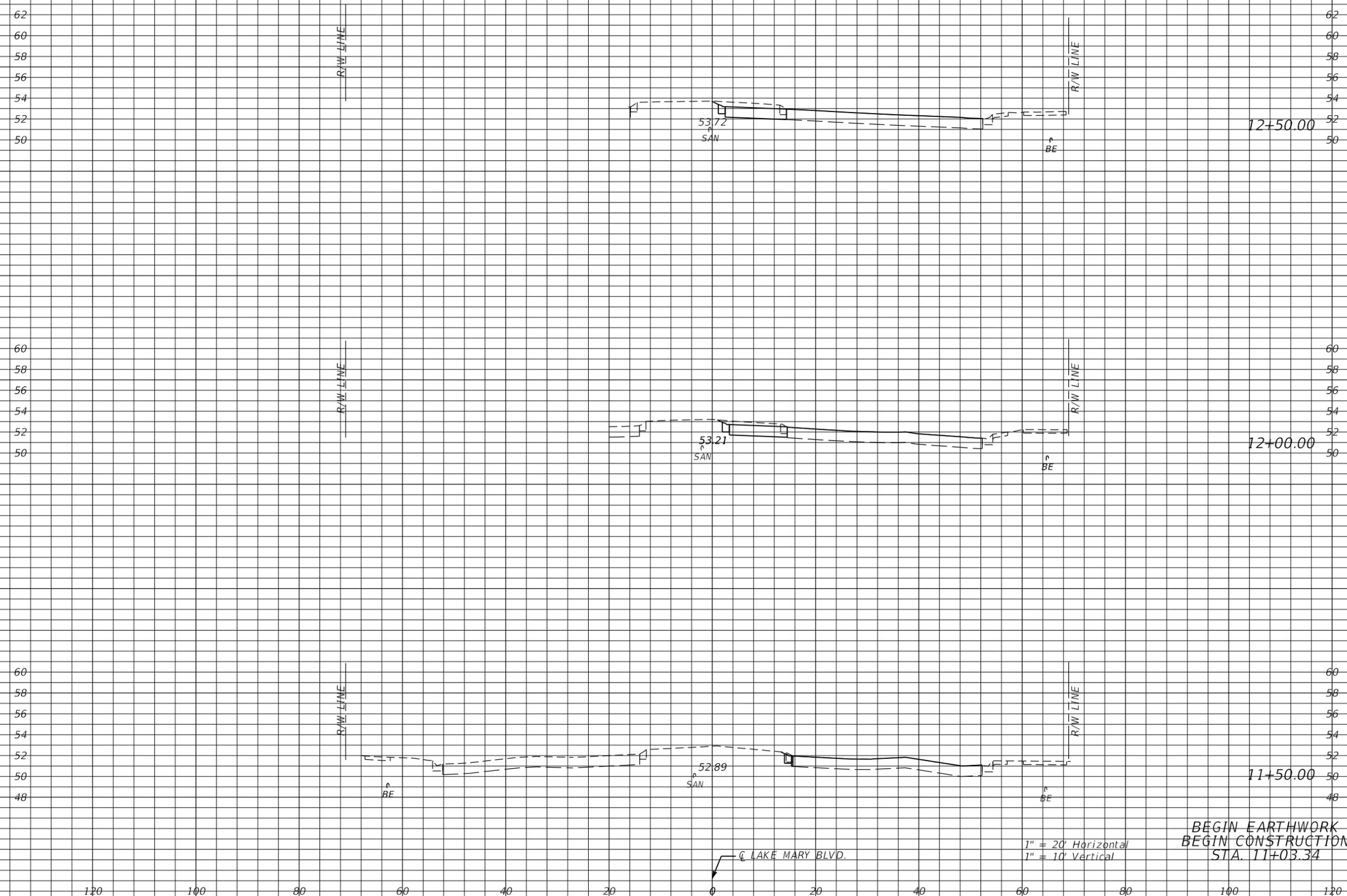
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.  
26

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CL LAKE MARY BLVD.  
 Exhibit A



BEGIN EARTHWORK  
 BEGIN CONSTRUCTION  
 STA. 11+03.34

1" = 20' Horizontal  
 1" = 10' Vertical

Regular		Exc.		Embankment	
A	V	A	V	A	V
18.4	32	0.0	0	0.0	0
15.9	16	0.0	0	0.0	0
1.6	1	0.0	0	0.0	0
0.0		0.0		0.0	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

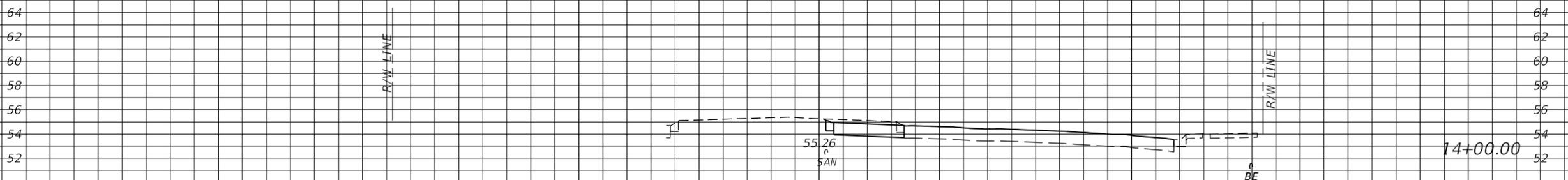
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

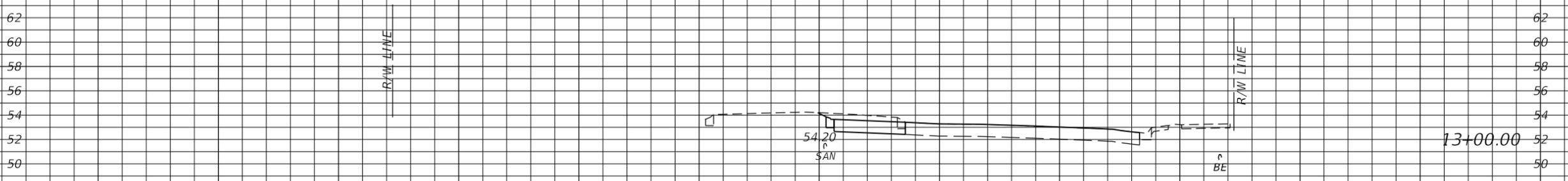
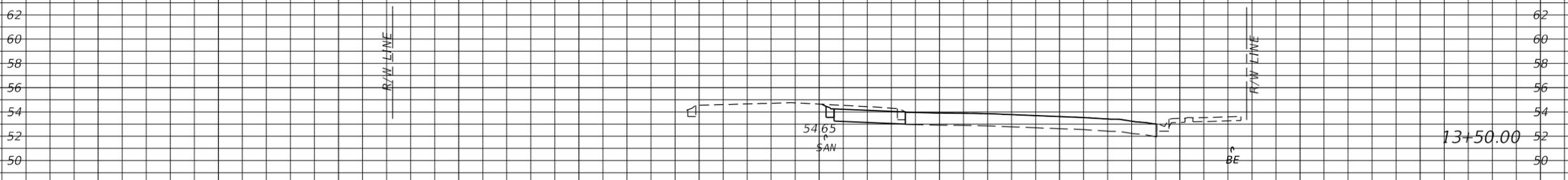
SHEET NO.  
 27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CL LAKE MARY BLVD.  
Exhibit A



Regular		Exc.		Embankment	
A	V	A	V	A	V
16.2			0.0		
	30			0	
16.7			0.0		
	33			0	
18.6			0.0		
	34			0	



1" = 20' Horizontal  
1" = 10' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

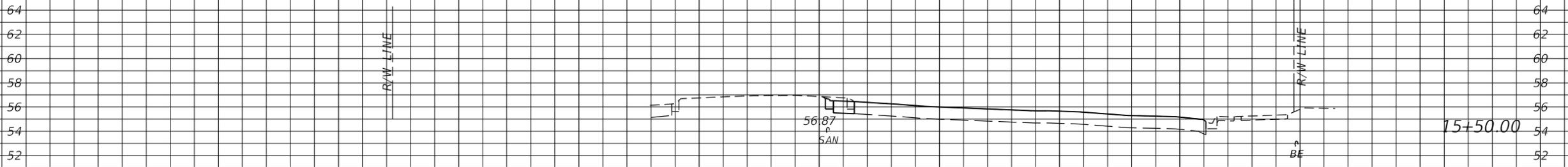
SEMINOLE COUNTY ENGINEERING DIVISION  
PROJECT NAME: COUNTRY CLUB ROAD  
PROJECT ID: 01785134

**CROSS SECTIONS**

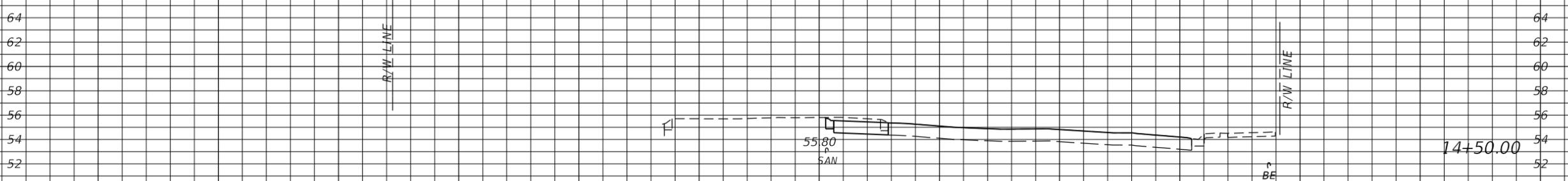
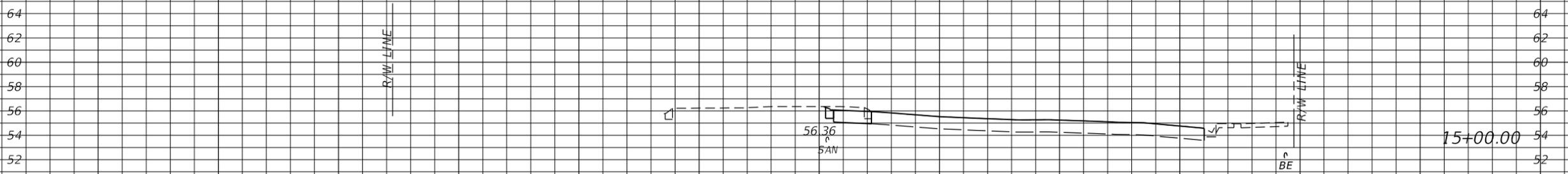
SHEET NO. 28

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CL LAKE MARY BLVD.  
Exhibit A



Regular		Exc.		Embankment	
A	V	A	V	A	V
5.6	14	0.0	0	0	0
9.4	20	0.0	0	0	0
12.6	27	0.0	0	0	0



1" = 20' Horizontal  
1" = 10' Vertical



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION  
PROJECT NAME: COUNTRY CLUB ROAD  
PROJECT ID: 01785134

**CROSS SECTIONS**

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

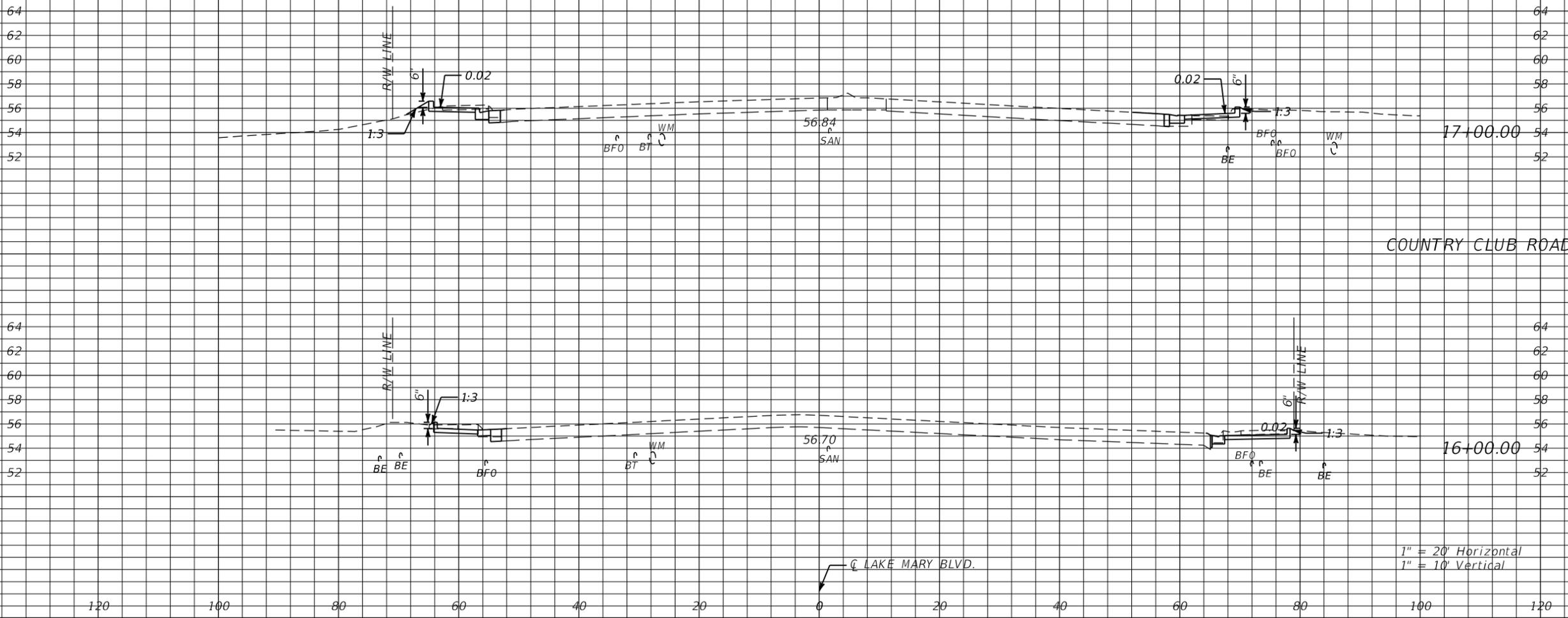
CL LAKE MARY BLVD.  
Exhibit A

Regular		Exc.		Embankment	
A	V	A	V	A	V
0.0				0.0	
	7				3
9.9				4.1	
	42				9
12.7				0.7	
	17				1

END EARTHWORK  
END CONSTRUCTION  
STA. 17+35.99

COUNTRY CLUB ROAD

1" = 20' Horizontal  
1" = 10' Vertical



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

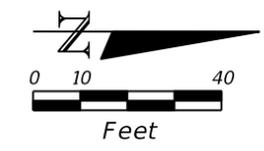
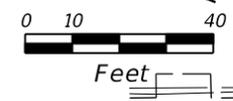
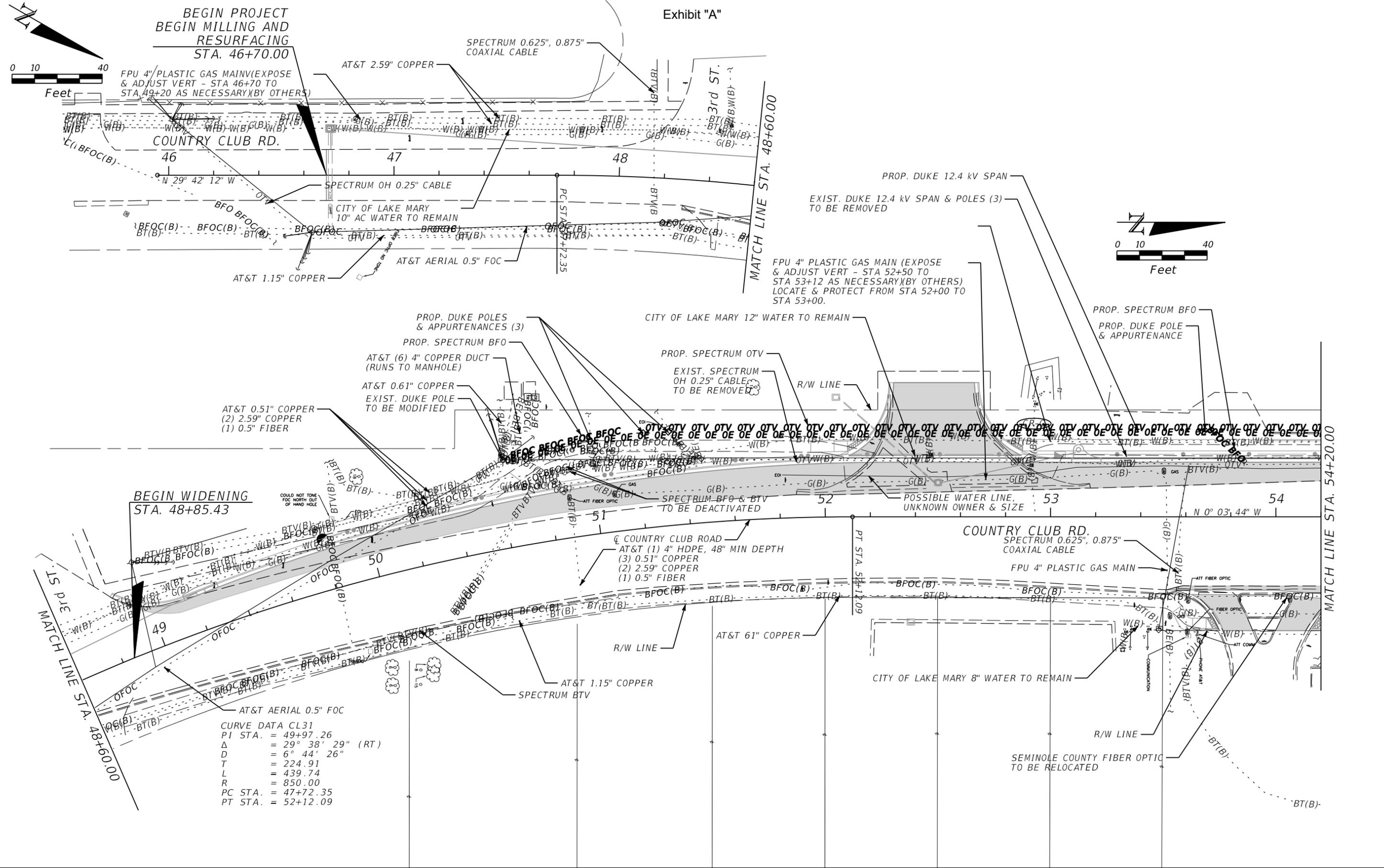
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**CROSS SECTIONS**

SHEET NO.  
30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



BEGIN WIDENING  
STA. 48+85.43

CURVE DATA CL31  
 PI STA. = 49+97.26  
 Δ = 29° 38' 29" (RT)  
 D = 6° 44' 26"  
 T = 224.91  
 L = 439.74  
 R = 850.00  
 PC STA. = 47+72.35  
 PT STA. = 52+12.09

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

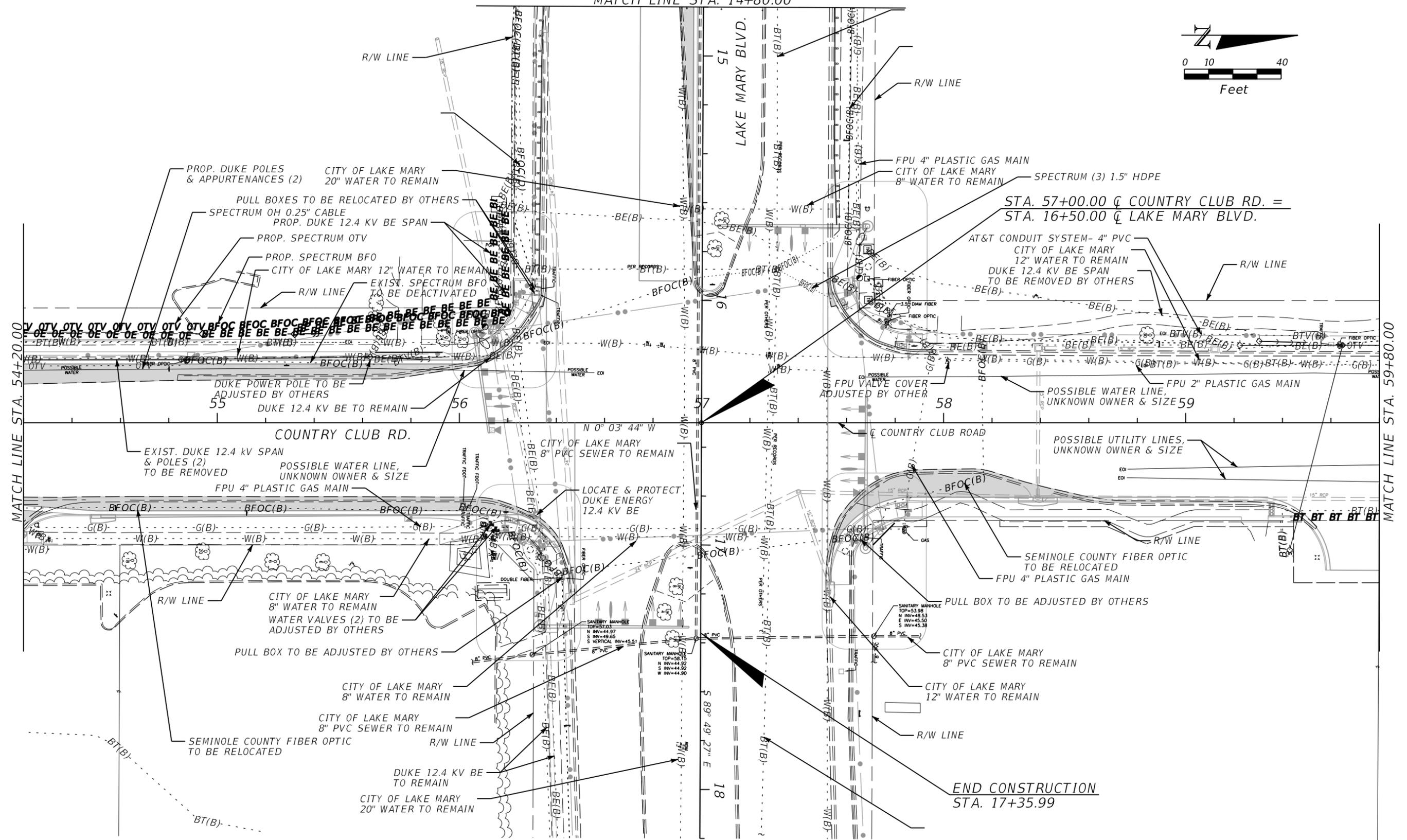
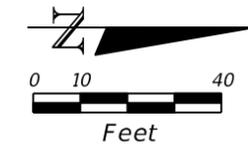
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

UTILITY ADJUSTMENT SHEET

SHEET NO.  
31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"  
MATCH LINE STA. 14+80.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

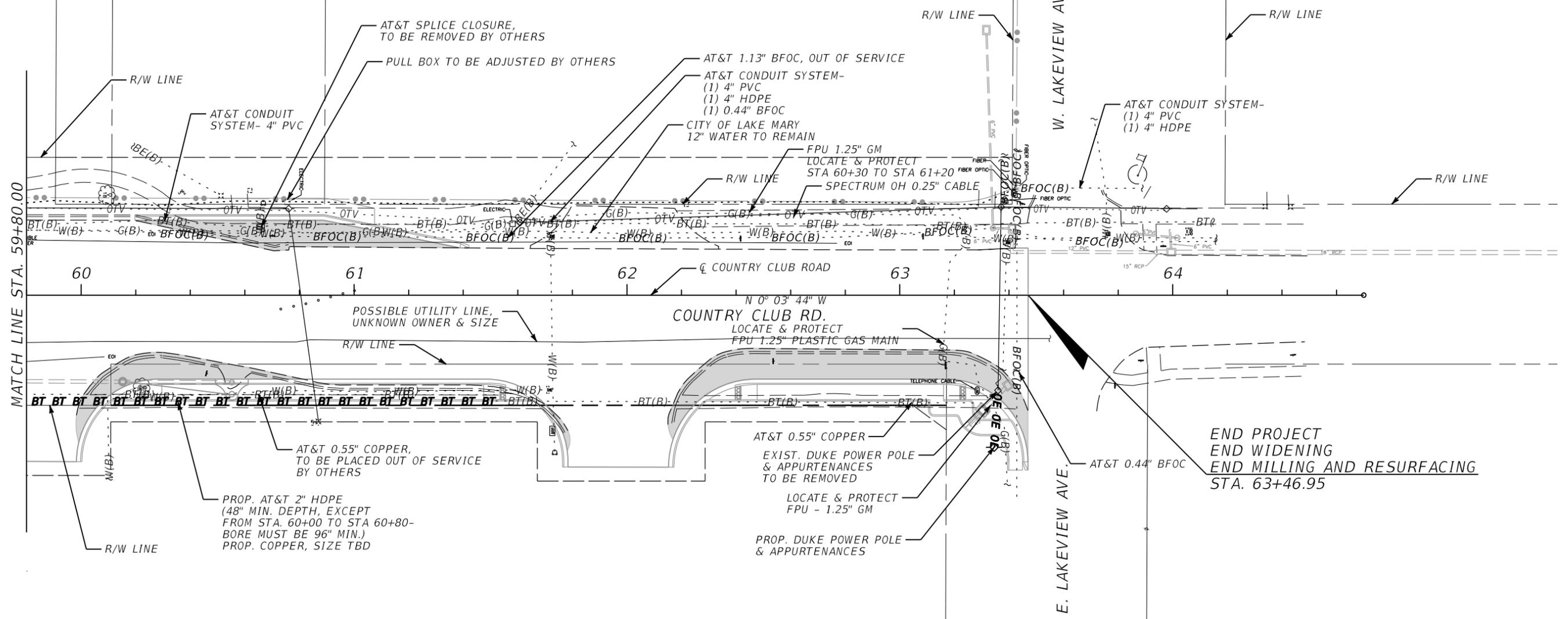
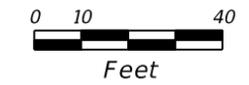
**UTILITY ADJUSTMENT SHEET**

SHEET NO.  
32

936

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

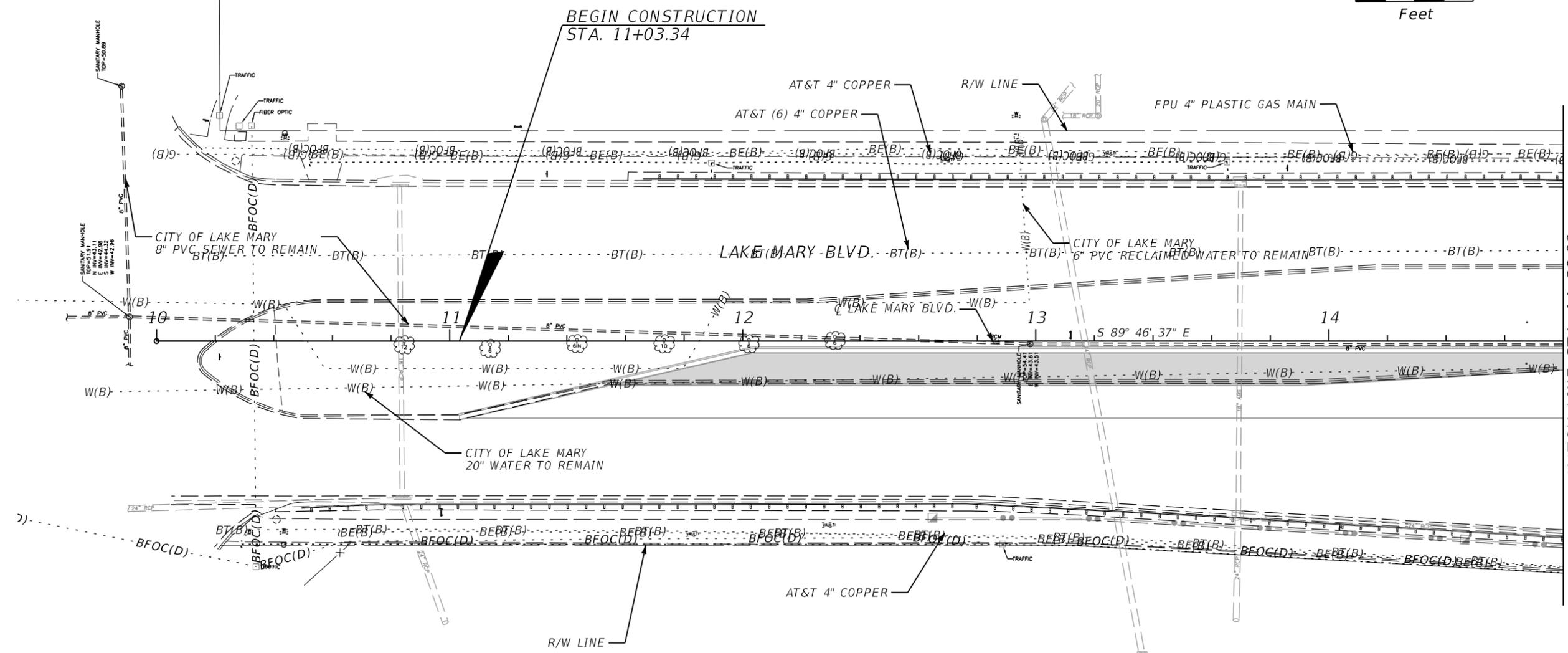
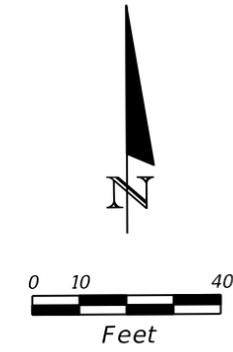
Exhibit "A"



REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		UTILITY ADJUSTMENT SHEET	SHEET NO. 33
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		937

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		UTILITY ADJUSTMENT SHEET	SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME COUNTRY CLUB ROAD	PROJECT ID 01785134		
								938

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

**PAY ITEM NOTES**

Exhibit "A"

- 102-1 ALL ITEMS NECESSARY FOR TRAFFIC CONTROL NOT SPECIFICALLY INCLUDED IN THE SUMMARY OF PAY ITEMS ARE INCIDENTAL TO THE COST OF THIS PAY ITEM, I.E. SIGNS, BARRICADES, FLAGMAN, OFF-DUTY POLICE OFFICER AS NEEDED, ALL NECESSARY DETOUR FACILITIES, FURNISH AND INSTALL ALL TEMPORARY PAVEMENT AND TEMPORARY PAVEMENT MARKINGS, ETC. IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, STANDARD PLANS 102 SERIES & MUTCD LATEST PUBLISHED EDITION. ALSO INCLUDES THE COST OF THE MAINTENANCE OF TRAFFIC PLAN, SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO RESIDENCES, BUSINESSES AND SCHOOLS AT ALL TIMES. INCLUDES TEMPORARY PAINT PAVEMENT MARKINGS INSTALLATION DURING ASPHALT CURE PERIOD.
  
- 110-1-1 THE REMOVAL AND DISPOSAL OF ALL OBSTRUCTIONS, VEGETATION, DEBRIS, FENCES, ASPHALT TREE RELOCATION, TRIMMING OF TREES AND SHRUBS AS NECESSARY AND ALL OTHER ITEMS IN ORDER TO CONSTRUCT THE PROJECT ARE INCIDENTAL TO THE COST OF THIS PAY ITEM. THE ADJUSTMENT OF THE EXISTING VALVE BOXES AND SEWER TOPS NOT SPECIFICALLY INCLUDED IN THE SUMMARY OF PAY ITEMS, RELOCATION OF THE EXISTING IRRIGATION HEADS AND LINES THAT IN CONFLICT WITH THE CONSTRUCTION ARE ALSO INCIDENTAL TO THE COST OF THIS PAY ITEM. CONTRACTOR TO COORDINATE LOCATION OF IRRIGATION SYSTEM WITH THE PROPERTY OWNER AND THE COUNTY. MAILBOX RELOCATION IS ALSO INCIDENTAL TO THE COST OF THIS PAY ITEM. NO TREES ARE TO BE REMOVED WITHOUT APPROVAL FROM THE COUNTY.
  
- 522-1 INCLUDES THE COST OF MONOLITHIC CAST CURB AND THICKENED EDGE.
- 522-2

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101 1	MOBILIZATION		1		
0102 1	MAINTENANCE OF TRAFFIC		1		

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES								
LOCATION  STA. TO STA.	SIDE	AREA ID	SEDIMENT BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
			0104 10 3		0104 18			
			LF		EA			
			P	F	P	F		
46+72.45	LT.				1			
49+22.81	LT.				1			
51+02.95 TO 52+23.25	LT.	144.0						
52+50.05	LT.				1			
53+12.36	LT.				1			
53+02.61 TO 56+21.24	LT.	318.6						
57+70.85 TO 58+52.52	RT.	81.7						
58+38.92	RT.				1			
58+39.22	LT.				1			
60+11.17 TO 62+01.10	LT.	192.3						
60+55.23	RT.				1			
63+30.41	RT.				1			
63+41.50	LT.				1			
10+21.65 TO 16+03.39	RT.	582.0						
10+84.41	RT.				1			
13+71.89	RT.				1			
14+95.08	RT.				1			
16+89.72 TO 17+43.03	LT.	53.3						
17+00.29 TO 17+53.60	RT.	53.3						
17+17.22	LT.				1			
17+25.66	RT.				1			
SUB-TOTAL:			1425.2		14			
TOTAL:			1425		14			

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		<b>SUMMARY OF QUANTITIES</b>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		SQ-1
					COUNTRY CLUB ROAD	01785134		939

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL						MOWING						DESIGN NOTES	CONSTRUCTION REMARKS
					0107 1						0107 2							
	AREA ID				L	W	CYCLES	AREA		AREA ID	L	W	CYCLES	AREA				
								AC/CYCLE	TOTAL (AC)					AC/CYCLE	TOTAL (AC)			
P	F	P	F															
	46+70.00 to 56+47.72	RT		30	11964													
	46+70.00 to 48+29.47	LT		30	11983													
	48+65.56 to 56+35.94	LT		30	11998													
	56+76.50 to 57+26.90	LT		30	12107													
	57+51.32 to 59+51.69	RT		30	11957													
	57+52.21 to 63+42.71	LT		30	12014													
	46+70.00 to 48+24.68	LT		30						12580				0.055				
	46+70.00 to 48+35.76	RT		30						12628				0.074				
	47+78.04 to 48+15.19	LT		30						12492				0.009				
	48+23.04 to 48+23.04	LT		30						12477				0.004				
	48+65.56 to 48+80.70	LT		30						12513				0.005				
	48+67.63 to 51+56.53	RT		30						12639				0.011				
	48+85.26 to 52+26.24	LT		30						12357				0.216				
	48+87.68 to 49+41.02	LT		30						12499				0.008				
	50+68.63 to 51+94.15	LT		30						12517				0.024				
	56+77.97 to 57+25.55	LT		30						12417				0.241				
	57+65.42 to 57+73.85	LT		30						12528				0.049				
	57+91.25 to 60+33.64	LT		30						12667				0.037				
	58+07.30 to 59+90.65	LT		30						12359				0.033				
	59+90.57 to 60+11.20	LT		30						12693				0.004				
	60+11.17 to 60+27.25	LT		30						12688				0.001				
	61+07.47 to 61+75.16	LT		30						12652				0.010				
	62+22.94 to 63+29.35	LT		30						12570				0.020				
					SUB-TOTAL:		1.493						SUB-TOTAL:		0.801			
					TOTAL:		1.49						TOTAL:		0.80			

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION <hr/> PROJECT NAME: COUNTRY CLUB ROAD      PROJECT ID: 01785134	SUMMARY OF QUANTITIES	SHEET NO. SQ-2	940
REVISIONS																				
DATE	DESCRIPTION	DATE	DESCRIPTION																	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 1 1	CLEARING AND GRUBBING	46+67.85 to 46+83.77	LT	15127	LS/AC	0.002	1.000		1.000		TOTAL = 0.593 AC	
		48+86.06 to 52+08.68	LT	15090		0.078						
		49+41.54 to 50+64.76	LT	14670		0.011						
		52+09.60 to 52+94.34	LT	16494		0.048						
		52+76.07 to 55+74.45	LT	14861		0.016						
		53+01.06 to 56+15.01	LT	15068		0.062						
		53+65.73 to 54+27.38	RT	16439		0.025						
		54+19.67 to 56+32.45	RT	14768		0.025						
		56+39.98 to 56+45.34	RT	14786		0.002						
		56+74.29 to 56+96.38	LT	14889		0.143						
		56+88.19 to 57+00.16	LT	14885		0.081						
		57+50.12 to 57+55.74	RT	15129		0.001						
		57+64.01 to 59+35.54	RT	14711		0.025						
		60+03.28 to 61+54.10	RT	15039		0.019						
		60+21.92 to 61+42.08	LT	14754		0.015						
		62+20.28 to 63+42.14	RT	15018		0.040						
0110 4 10	REMOVAL OF EXISTING CONCRETE	49+41.02 to 50+68.63	LT	11621	SY		73.1		1181		EXISTING SIDEWALK	
		51+87.48 to 56+35.94	LT	16862			356.0				EXISTING SIDEWALK, VALLEY GUTTER, AND CURB	
		53+45.58 to 53+80.87	RT	11601			15.8				EXISTING CURB	
		53+51.36 to 53+74.41	RT	15999			13.1				EXISTING SIDEWALK	
		53+83.22 to 54+06.90	RT	16628			3.8				EXISTING CURB	
		53+89.89 to 53+99.83	RT	16407			1.7				EXISTING CURB	
		53+51.64 to 56+47.64	RT	16564			138.2				EXISTING SIDEWALK, VALLEY GUTTER, AND CURB	
		56+76.16 to 57+09.80	LT	16045			72.6				EXISTING CURB	
		57+52.19 to 57+97.30	LT	15706			56.8				EXISTING SIDEWALK AND CURB	
		57+51.52 to 59+54.22	RT	15451			160.9				EXISTING SIDEWALK AND CURB	
		59+99.31 to 61+78.40	RT	15386			133.2				EXISTING SIDEWALK AND CURB	
		60+19.68 to 60+76.14	LT	15642			12.5				EXISTING CURB	
		60+32.50 to 61+07.51	LT	11508			49.6				EXISTING SIDEWALK	
		62+16.21 to 63+46.90	RT	15563			93.7				EXISTING SIDEWALK AND CURB	

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		CY TOTAL	DESIGN NOTES	CONSTRUCTION REMARKS
		P	F			
0120 1	REGULAR EXCAVATION			1417		
		1144			COUNTRY CLUB RD	
		273			LAKE MARY BLVD	
120 6	EMBANKMENT			38		
		25			COUNTRY CLUB RD	
		13			LAKE MARY BLVD	

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	TYPE B STABILIZATION	52+48.95 to 52+48.95		LT	6008			SY	1053.1		2433			
		53+45.25 to 56+43.67		RT	17076				379.5					
		56+86.88 to 57+03.72		LT	6106				430.4					
		57+51.32 to 58+60.75		RT	5966				131.9					
		57+52.18 to 57+57.64		LT	5989				5.5					
		59+99.11 to 61+78.40		RT	5939				119.7					
		60+19.68 to 61+39.34		LT	5899				109.6					
		62+15.11 to 63+46.97		RT	5906				202.9					
285709	OPTIONAL BASE, BASE GROUP 9	48+85.70 to 56+16.89		LT	10796			SY	713.9		1846			
		52+10.45 to 52+87.08		LT	10826				168.1					
		53+51.54 to 56+43.67		RT	17113				143.4					
		53+59.80 to 54+29.03		RT	17128				52.5					
		56+34.03 to 56+35.69		LT	10756				0.2					
		56+86.88 to 56+98.23		LT	10833				358.2					
		56+99.61 to 57+09.84		LT	10837				0.3					
		57+51.45 to 58+60.75		RT	10732				98.6					
		57+52.18 to 57+55.78		LT	10759				1.6					
		59+99.11 to 60+81.10		RT	10691				65.3					
		60+19.68 to 61+38.88		LT	10686				78.4					
		61+70.26 to 61+78.40		RT	10749				2.6					
		62+15.11 to 63+46.97		RT	10706				163.1					
		0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	46+70.00 to 56+47.72		LT/RT	18051			SY		4442.5		8702
56+74.29 to 56+97.19				LT	18081				695.5					
57+51.32 to 63+46.98				LT/RT	18088				3564.3					
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	48+85.70 to 56+16.89		LT	10117			TN	78.52		178.8			
		53+51.54 to 56+43.67		RT	16996				15.80					
		56+34.03 to 56+35.69		LT	10249				0.02					
		56+86.88 to 56+98.23		LT	10232				39.40					
		56+99.61 to 57+09.84		LT	10236				0.04					
		57+51.45 to 58+60.75		RT	10162				10.84					
		57+52.18 to 57+55.78		LT	10241				0.18					
		59+99.11 to 60+81.10		RT	10184				7.18					
		60+19.68 to 61+38.88		LT	10179				8.62					
		61+70.26 to 61+78.40		RT	10225				0.28					
62+15.11 to 63+46.97		RT	10199				17.94							
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	46+70.00 to 56+47.72		LT/RT	17145			TN	291.41		584.0			
		52+10.45 to 52+87.08		LT	10555				9.25					
		53+59.80 to 54+29.03		RT	17175				5.94					
		56+74.29 to 56+96.38		LT	10577				58.84					
		57+52.18 to 63+46.98		LT/RT	10607				218.55					

REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SUMMARY OF QUANTITIES	SHEET NO. SQ-4
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF DRAINAGE STRUCTURES

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL				CURB INLETS			MANHOLES	DITCH BOTTOM INLETS	REMARKS	CONSTRUCTION REMARKS
						ROUND		ELLIPTICAL	ELLIPTICAL	P-4	P-5	P-6	P-8	C		
						15"	18"	14"x23"	19"x30"	<10'	<10'	<10'	<10'	<10'		
P	S-1	46+72.45	LT.	DBI, PIPE	1				8					1	CONN. TO EXIST. PIPE W/ CONC. JACKET (ALT. A, DIA. 6.0)	
F																
P	S-2	49+22.81	LT.	INLET, PIPE	1			249				1				
F																
P	S-3	52+50.05	LT.	MANHOLE, PIPE	1		8					1			CONN. TO EXIST. PIPE W/ CONC. JACKET	
F																
P	S-4	53+12.36	LT.	INLET, PIPE	1		60					1				
F																
P	S-10	54+50.00	RT.	INLET, PIPE	1		180					1				
F																
P	S-11	56+32.12	RT.	MANHOLE, PIPE	1		8					1			CONN. TO EXIST. PIPE W/ CONC. JACKETS	
F																
P	S-5														SEE SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS TABLE	
F																
P	S-6	58+38.92	RT.	PIPE, INLET, PIPE	1	24						1			CONN. TO EXIST PIPES W/ CONC. JACKET (CAST IN-PLACE TOP)	
F																
P	S-7	60+15.23	RT.	MANHOLE, PIPE	1	8						1			CONN. TO EXIST. PIPE W/ CONC. JACKET	
F																
P	S-8	60+55.23	RT.	INLET, PIPE	1	38						1				
F																
P	S-9	63+30.41	RT.	DBI, PIPE	1	8								1	CONN. TO EXIST PIPE W/ CONC. JACKET	
F																
Total:						78	256	249	8	1	2	2	3	2		

SUMMARY OF MISCELLANOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA.	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
0425 4	INLETS, ADJUST	17+17.22	LT	EA	1		1		Structure S-5	

SUMMARY OF RAILING

LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)	DESIGN NOTES	CONSTRUCTION REMARKS
		0515 1 2		
STA. TO STA.		LF		
		P F		
53+91.48 to 54+96.66	LT	105.2		
55+65.13 to 55+93.13	LT	28.0		
SUB-TOTAL:		133.2		
TOTAL:		133		

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.  
 P.E. LICENSE NUMBER 49524  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION  
 PROJECT NAME: COUNTRY CLUB ROAD  
 PROJECT ID: 01785134

SUMMARY OF QUANTITIES

SHEET NO.

SQ-5

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
						GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
							TYPE	LENGTH	P	F				
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	48+86.53 to 52+30.25	LT		LF	377.0			377.0		1965			
		52+28.75 to 52+28.75	LT			0.6			0.6					
		52+67.75 to 56+21.99	LT			376.7			376.7					
		53+51.54 to 53+79.40	RT			52.3			52.3					
		54+09.18 to 56+24.83	RT			236.9			236.9					
		56+17.87 to 56+18.12	LT			0.5			0.5					
		56+18.96 to 56+19.03	RT			0.5			0.5					
		56+21.23 to 56+30.11	LT			29.1			29.1					
		56+24.37 to 56+24.53	RT			0.5			0.5					
		56+24.37 to 56+33.78	RT			23.8			23.8					
		56+30.10 to 56+34.44	LT			16.8			16.8					
		56+32.31 to 56+32.78	LT			0.5			0.5					
		56+33.99 to 56+46.22	RT			29.2			29.2					
		57+52.82 to 59+58.23	RT			245.1			245.1					
		57+53.81 to 57+97.27	LT			65.7			65.7					
		57+56.38 to 57+56.84	LT			0.5			0.5					
		59+99.79 to 61+76.89	RT			212.9			212.9					
60+19.68 to 61+42.07	LT			123.9			123.9							
62+16.75 to 63+46.95	RT			172.2			172.2							
0520 2 1	CONCRETE CURB, TYPE A	11+03.33 to 15+93.97	LT/RT		LF	506.7			506.7	1014				
		56+77.62 to 57+09.83	LT			507.3			507.3					
0520 2 2	CONCRETE CURB, TYPE B	53+86.90 to 53+92.90	RT		LF	16.5			16.5	61				
		53+86.90 to 53+88.70	RT			4.4			4.4					
		53+88.70 to 54+02.70	RT			14.0			14.0					
		53+92.90 to 53+96.79	RT			5.4			5.4					
		53+96.79 to 54+04.18	RT			16.4			16.4					
		54+02.70 to 54+04.18	RT			4.4			4.4					
0520 3	VALLEY GUTTER - CONCRETE	52+10.39 to 52+87.07	LT		LF	76.7			76.7	144				
		53+61.39 to 54+28.66	RT			67.4			67.4					

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746		SEMINOLE COUNTY ENGINEERING DIVISION <hr/> PROJECT NAME: COUNTRY CLUB ROAD      PROJECT ID: 01785134		<b>SUMMARY OF QUANTITIES</b>		SHEET NO. SQ-6	
REVISIONS																							
DATE	DESCRIPTION	DATE	DESCRIPTION																				

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Exhibit "A"

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION  STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
					SY		SY		SF			
					P	F	P	F	P	F		
49+41.04 to 50+68.63	LT	4735			72.7							
51+94.15 to 51+96.84	LT	4679			1.5							
53+01.25 to 56+00.73	LT	4684			181.1							
55+91.87 to 56+11.87	RT	4697			11.9							
56+35.43 to 56+45.72	RT	4702			10.2							
57+54.31 to 57+65.42	LT	4707			9.4							
57+90.58 to 59+28.46	RT	4719			91.9							
57+90.89 to 57+97.30	LT	4712			3.9							
60+29.56 to 61+47.48	RT	4725			78.6							
60+32.50 to 61+07.54	LT	4746			50.3							
62+47.73 to 63+16.05	RT	4730			45.5							
51+96.19 to 52+17.84	LT	4649					9.9					
52+79.91 to 53+01.25	LT	4643					9.9					
53+51.40 to 53+78.63	RT	4412					12.6					
53+92.20 to 54+00.95	RT	4407					3.9					
54+14.55 to 54+28.22	RT	4420					6.2					
56+00.73 to 56+33.94	LT	4618					40.6					
56+11.87 to 56+45.71	RT	4609					33.0					
57+53.32 to 57+90.57	RT	4600					38.9					
57+54.31 to 57+91.21	LT	4631					35.8					
59+28.46 to 59+47.47	RT	4593					8.7					
60+10.54 to 60+29.56	RT	4581					8.7					
61+47.48 to 61+66.13	RT	4587					8.5					
62+28.84 to 62+47.72	RT	4569					8.5					
63+16.04 to 63+34.69	RT	4575					8.5					
63+26.45 to 63+40.39	RT	9562					7.5					
52+09.86 to 52+16.86	LT	4178						12.8				
52+80.30 to 52+87.50	LT	4183						13.1				
53+74.93 to 53+78.43	RT	4188						9.6				
54+15.35 to 54+21.20	RT	4194						11.8				
56+16.84 to 56+21.87	LT	4216						9.5				
56+18.69 to 56+24.69	RT	4206						11.4				
56+28.39 to 56+32.30	LT	4211						10.7				
56+32.85 to 56+38.16	RT	4201						10.9				
57+56.84 to 57+60.81	LT	4226						9.7				
57+59.77 to 57+64.38	RT	7633						9.5				
57+79.95 to 57+84.79	LT	4221						9.1				
57+80.08 to 57+85.03	RT	7628						9.5				
59+34.46 to 59+36.46	RT	4241						9.8				
60+21.56 to 60+23.56	RT	4246						9.8				
61+53.48 to 61+55.48	RT	4251						9.6				
62+39.72 to 62+41.72	RT	4256						9.6				
SUB-TOTAL:					557.0		241.2		166.4			
TOTAL:					557		243		166			

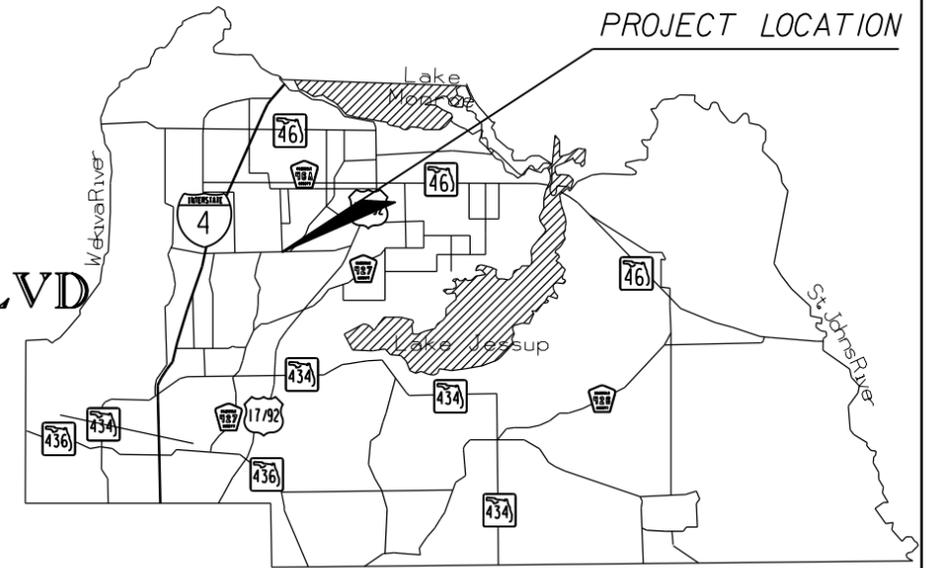
REVISIONS				C. BRIAN FULLER, P.E. P.E. LICENSE NUMBER 49524 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		SQ-7
					COUNTRY CLUB ROAD	01785134		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Exhibit "A"  
**SEMINOLE COUNTY, FLORIDA**  
**ENGINEERING DIVISION**

**CONTRACT PLANS**  
**COUNTRY CLUB RD AT LAKE MARY BLVD**  
**INTERSECTION IMPROVEMENTS**  
**CIP NO. 01785134**



**INDEX OF SIGNALIZATION PLANS**

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3 - T-4	TABULATION OF QUANTITIES
T-5 - T-6	GENERAL NOTES
T-7 - T-8	SIGNALIZATION PLAN
T-9	DETECTOR CHART
T-10 - T-21	INTERCONNECT PLAN
T-22	MAST ARM TABULATION
T-23	POLE SCHEDULE
T-24	GUIDE SIGN WORKSHEET
T-25	CAMERA MOUNTING DETAIL
T-26	CABINET DETAIL & WIRING DIAGRAM
T-27 - T-29	SPLICING DIAGRAMS
T-30	AUGER BORING RESULTS
T-31	REPORT OF SPT BORINGS

**BOARD OF COUNTY OF COMMISIONERS**

- DISTRICT 1  
BOB DALLARI
- DISTRICT 2  
JAY ZEMBOWER
- DISTRICT 3  
LEE CONSTANTINE
- DISTRICT 4  
AMY LOCKHART
- DISTRICT 5  
ANDRIA HERR

**DIRECTOR OF PUBLIC WORKS:**  
 JEAN JREIJ, P.E.

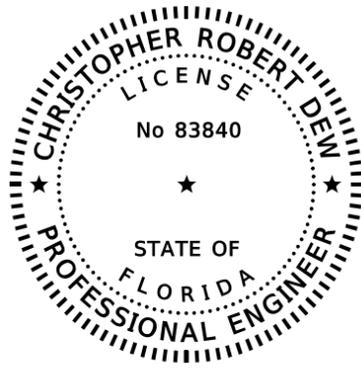
**SIGNALIZATION PLANS**  
**ENGINEER OF RECORD:**

CHRISTOPHER R DEW, P.E.  
 P.E. NO.: 83840  
 METRIC ENGINEERING INC  
 525 TECHNOLOGY PARK #153  
 LAKE MARY, FL 32746  
 VENDOR NO.: F-59-1685550

**SEMINOLE COUNTY**  
**PROJECT MANAGER:**  
 HAROLD MCKNIGHT

FISCAL YEAR	SHEET NO.
24	T-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK - SUITE 153  
LAKE MARY, FLORIDA 32746  
CHRISTOPHER R. DEW, P.E. NO. 83840

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3 - T-4	TABULATION OF QUANTITIES
T-5 - T-6	GENERAL NOTES
T-7 - T-8	SIGNALIZATION PLAN
T-9	DETECTOR CHART
T-10 - T-21	INTERCONNECT PLAN
T-22	MAST ARM TABULATION
T-23	POLE SCHEDULE
T-24	GUIDE SIGN WORKSHEET
T-25	CAMERA MOUNTING DETAIL
T-26	CABINET DETAIL & WIRING DIAGRAM
T-27 - T-29	SPLICING DIAGRAMS

Exhibit "A"

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.  
919 LAKE BALDWIN LANE  
ORLANDO, FLORIDA 32814  
DANIEL C. STANFILL, P.E. NO. 42763

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
T-2	SIGNATURE SHEET
T-30	AUGER BORING RESULTS
T-31	REPORT OF SPT BORINGS

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		T-2
					COUNTRY CLUB ROAD	01785134		

Exhibit "A"  
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			T-7		T-8		T-10		T-11		T-12		T-13		T-14		PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	410		350												760			
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	1075														1075			
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI			1												1			
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1														1			
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	100		105												205			
633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	LF	745		970			550	570		525		525		570		4455			
633-1-620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	350					500	570		525		525		570		3040			
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA			16		98										114			
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA			24												24			
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA			1			1									2			
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA					9										9			
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA			1												1			
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4		22												26			
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA			4												4			
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA			2												2			
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS			1												1			
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	85		30												115			
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA			1												1			
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2														2			
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA			8												8			
649-21-3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA			1												1			
649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA			3												3			
649-26-3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION- BOLT ON ATTACHMENT	EA	4														4			
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	14														14			
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS			8												8			
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA			8												8			
660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	4														4			
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	16														16			
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA			1												1			
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	2														2			
660-6-421	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, CABINET EQUIPMENT	EA	1														1			
660-6-422	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, ABOVE GROUND EQUIPMENT	EA	1														1			
663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	4														4			
663-1-121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, REPLACE CABINET ELECTRONICS	EA			1												1			
663-1-122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, DETECTOR	EA			1												1			
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA			8												8			
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS			1												1			
670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1														1			
682-1-113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	EA	1														1			
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA			1												1			
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA			1												1			
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4														4			
700-11-321	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT, REGULATORY SIGN, UP TO 12 SF	AS	4														4			

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		<b>TABULATION OF QUANTITIES</b>	SHEET NO.  T-3
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		

Exhibit "A"  
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			T-15		T-16		T-17		T-18		T-19		T-20		T-21		PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL						
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF					10						220				230		990	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF			155		220						365		700		1440		2515	
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI																	1	
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI																	1	
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF			460								955				1415		1620	
633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	LF	520		990		1025		645		315				1150		4645		9100	
633-1-620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	520		1440		575		645		215				390		3785		6825	
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA			4						90						94		208	
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA			24												24		26	
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA			1		1										2		4	
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA									8						8		17	
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA																	1	
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA			1		2						1				4		30	
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA											1		1		2		6	
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA			1		1						1		1		4		6	
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS																	1	
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF											35				35		150	
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA																	1	
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA																	2	
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA																	8	
649-21-3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA																	1	
649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA																	3	
649-26-3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION- BOLT ON ATTACHMENT	EA																	4	
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS																	14	
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS																	8	
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA																	8	
660-2-102	LOOP ASSEMBLY, F&I, TYPE B	AS			2		2										4		8	
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	AS																	16	
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA																	1	
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA																	2	
660-6-421	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, CABINET EQUIPMENT	EA																	1	
660-6-422	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, ABOVE GROUND EQUIPMENT	EA																	1	
663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA																	4	
663-1-121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, REPLACE CABINET ELECTRONICS	EA																	1	
663-1-122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, DETECTOR	EA																	1	
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA																	8	
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS																	1	
670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS																	1	
682-1-113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	EA																	1	
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA																	1	
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA																	1	
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA																	4	
700-11-321	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT, REGULATORY SIGN, UP TO 12 SF	AS																	4	

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		TABULATION OF QUANTITIES	SHEET NO. T-4	950
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID			
					COUNTRY CLUB ROAD	01785134			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGNALIZATION GENERAL NOTES:

Exhibit A

GENERAL NOTES:

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE LATEST FDOT "ROADWAY AND TRAFFIC STANDARD PLANS". ATTENTION IS DIRECTED TO THE INDEX 102.
2. FOR TRAFFIC SIGNALS INSTALLATIONS INFORMATION SEE THE MOST CURRENT FDOT ROADWAY AND TRAFFIC STANDARD PLANS. ALL INSTALLATIONS SHALL ALSO BE IN ACCORDANCE WITH THE MOST CURRENT SEMINOLE COUNTY STANDARDS.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES AT LEAST 48 HOURS IN ADVANCE OF ANY OPERATION THAT MAY CONFLICT WITH OVERHEAD, UNDERGROUND, OR AREA UTILITIES.
4. THE CONTRACTOR SHALL COORDINATE AND SEEK ANY NECESSARY APPROVAL, FROM OTHER UTILITIES, PRIOR TO WORKING ON OR INSTALLING JOINT-USE POLES, SPAN WIRE ASSEMBLIES, OR SIGNAL POLES ADJACENT TO THEIR FACILITIES OR POWER LINES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND WORKING NEAR AND AROUND ANY AND ALL UTILITIES WITHIN THE CONSTRUCTION AREA. IN ADDITION, THE CONTRACTOR SHALL BE SOLELY AND DIRECTLY RESPONSIBLE TO THE OWNERS AND OPERATORS OF SUCH PROPERTIES FOR ANY DAMAGE, INJURY, EXPENSE, LOSS, INCONVENIENCE, OR DELAY, CAUSED BY THE CONTRACTOR'S OPERATIONS.
6. THE CONTRACTOR SHALL NOTIFY SEMINOLE COUNTY TRAFFIC ENGINEERING TONY MOZICK (407) 665-5588, 24 HOURS PRIOR TO DESTROYING EXISTING ROADWAY SENSORS. EXISTING LOOPS OR SENSORS DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. AT NO TIME IS THE CONTRACTOR TO CHANGE ANY SIGNAL TIMINGS WITHOUT COMMUNICATION WITH SEMINOLE COUNTY TRAFFIC ENGINEERING. IF LOOPS (NOT TEMPORARY DETECTION) ARE FUNCTIONING, RECALLS MAY BE REMOVED BY THE CONTRACTOR WITH APPROVAL FROM SEMINOLE COUNTY TRAFFIC ENGINEERING.
7. THE MAINTENANCE RESPONSIBILITY FOR ALL SIGNALS WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN THE FULL RESPONSIBILITY OF THE CONTRACTOR, FROM THE TIME CONTRACT WORK BEGINS UNTIL FINAL ACCEPTANCE BY SEMINOLE COUNTY TRAFFIC ENGINEERING, ON A BY INTERSECTION BASIS. THE CONTRACTOR SHALL HAVE AN I.M.S.A LEVEL 2 SIGNAL TECHNICIAN ON SITE THROUGH ALL PHASES OF CONSTRUCTION AND ON CALL WITH 2 HOUR MAXIMUM RESPONSE TIME.
8. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE, SCHEDULE, AND PAY FOR LAW ENFORCEMENT OFFICER ASSISTANCE, WHEN DEEMED NECESSARY, WHILE WORKING SIGNALS WITHIN THE INTERSECTION.
9. LANE CLOSURES SHOULD BE AVOIDED ON SAND LAKE ROAD AS MUCH AS POSSIBLE. WHEN SCHOOL IS IN SESSION, LANE CLOSURES ARE PERMITTED MONDAY, TUESDAY, THURSDAY, AND FRIDAY BETWEEN 9 AM TO 2 PM AND WEDNESDAY 9 AM TO 1 PM. WHEN SCHOOL IS NOT IN SESSION, LANE CLOSURES ARE PERMITTED BETWEEN 9 AM TO 4 PM. LANE CLOSURES ON SR 434 AT THE SIGNALIZED INTERSECTION WITH SAND LAKE ROAD ARE PERMITTED BETWEEN 10:00 PM TO 5:30 AM. ALL ACTIVITIES REQUIRING LANE CLOSURES SHALL BE BROUGHT TO THE ATTENTION OF THE SEMINOLE COUNTY PROJECT MANAGER. LANES SHALL ONLY BE CLOSED DURING ACTIVE WORK PERIODS.
10. A CLEARANCE OF NO LESS THAN 17'-6" SHALL BE MAINTAINED BETWEEN THE SIGNAL HEADS AND THE ROADWAY. MAXIMUM SIGNAL HEAD HEIGHT AND SPACING SHALL BE IN ACCORDANCE WITH THE MUTCD AND FDOT STANDARDS.
11. THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND ATTACHMENT HEIGHTS PRIOR TO ORDERING AND FABRICATION OF POLES. ALSO, THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND CLEAR THE LOCATION OF POLE FOUNDATIONS (THROUGH SOFT DIGS) PRIOR TO ORDERING AND FABRICATION OF POLES.
12. A TERMINAL BLOCK WITH A MINIMUM OF A 6mm WIRE INSERTION ORIFICE SHALL BE USED TO CONNECT CABLES AT THE SIGNAL POLE HAND HOLE WITH A MAXIMUM OF THREE 14 GAUGE CONDUCTORS PER LUG. AT LEAST 6' OF SLACK CABLE SHALL BE AVAILABLE FOR TROUBLESHOOTING.
13. SIGNAL CABLE AND LOOP WIRE ARE NOT TO BE IN THE SAME PULL BOX.
14. INDIVIDUAL PEDESTRIAN POLES SHALL BE INSTALLED PER INDEX 646-001 ALUMINUM POST AND PEDESTAL MOUNTED PEDESTRIAN DETECTORS AND SIGNALS.
15. ALL VEHICLE AND PEDESTRIAN DISPLAYS, STREET ID'S AND BLANK OUT SIGNS SHALL BE L.E.D. ALL PEDESTRIAN SIGNAL HEADS SHALL BE COUNTDOWN TYPE LUMINAIRES SHOULD BE L.E.D.

16. THE LUMINARIES/ILLUMINATED STREET ID'S SHALL BE POWERED FROM A SEPARATE BREAKER LOCATED IN THE BREAKER BOX, NOT THE SIGNAL CABINET. ALL PHOTOCELLS SHALL BE MOUNTED ON THE BREAKER BOX AND BE 15 AMPERE CAPACITY MINIMUM. ALL ILLUMINATED STREET ID'S SHALL BE MOUNTED PERPENDICULAR TO THE ROADWAY ON DIAGONAL MAST ARMS, SWIVEL BRACKETS SHOULD BE USED AND SHALL BE A MINIMUM HEIGHT OF 17' OVER ROADWAY.
17. ALL CABLES WILL HAVE THREE SPARE CONDUCTORS.
18. ALL SIGNAL HEADS, PEDESTRIAN HEADS AND PEDESTRIAN BUTTONS SHALL HAVE WEEP HOLES.
19. ALL POLES, FOUNDATIONS, AND CABINET ASSEMBLIES SHALL HAVE 50' OF GROUND ROD AND SHALL BE BONDED TO THE SIGNAL PULL BOX NEXT TO THE TRAFFIC SIGNAL CABINET.
20. SEMINOLE COUNTY HAS UNIQUE PHASING. ALL INTERSECTIONS SHALL BE BUILT TO SEMINOLE COUNTY STANDARDS. CALL CHAD DICKSON TRAFFIC SIGNAL SHOP AT 407-665-5585 FOR FURTHER INFORMATION.
21. ALL EQUIPMENT AND MATERIAL SHALL BE APPROVED BY SEMINOLE COUNTY TRAFFIC ENGINEERING.
  - A. ALL SIGNAL HEADS TO BE DIE CAST ALUMINUM OR POLY WITH TUNNEL VISORS.
22. CONTRACTOR IS TO ENSURE THAT ALL ADA REQUIREMENTS ARE MET.
23. CONDUIT SHALL BE INSTALLED ON ALL 4 SIDES OF THE INTERSECTION, CONDUIT THAT STARTS ON THE CABINET CORNER SHALL HAVE FOUR EACH, 2" INCH CONDUIT FOR EACH CROSSING BORE. CONDUIT FOR ELECTRICAL POWER SERVICE SHALL BE 1½" RIGID GALVANIZED. ALL OTHER CONDUIT TO BE 2" (MINIMUM) SCHEDULE 40 P.V.C., PAYMENT SHALL INCLUDE THE COST OF TRENCHING AND ALL CONDUIT IN TRENCH. IT SHALL BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED.
24. BEFORE ORDERING SIGNAL CABLE, THE CONTRACTOR SHALL VERIFY COLOR CODES WITH SEMINOLE COUNTY TRAFFIC ENGINEERING. ALL WIRING TO BE PER SEMINOLE COUNTY SPECIFICATIONS.
25. PULL BOXES SHALL BE NON-METALLIC 20K RATED, AND INSTALLED PER INDEX 635-001 SPECIFICATIONS SECTION AND STANDARD SPEC SECTION 630. PULL BOXES SHALL BE INSTALLED AT INTERVALS OF NOT MORE THAN 200 FEET AND SHALL NOT BE PLACED ON ANY DRIVEWAYS. PULL BOX COVERS SHALL BE FDOT APPROVED OF NON-METALLIC CONSTRUCTION WITH RECESSED COVER LOGO "TRAFFIC SIGNAL" OR "FIBER OPTIC" AS APPROPRIATE.
26. ELECTRICAL SERVICE FOR MAST ARM INTERSECTIONS IS TO BE MOUNTED ON A TYPE P-II SERVICE POLE WITH UNDERGROUND CONDUIT TO CLOSEST POWER SERVICE. THE LOAD CENTER SHALL BE 125AMP, 8 SPACE, NEMA 3R RAINPROOF ENCLOSURE.
27. ADAPTIVE LOOPS IF SHOWN ON PLANS SHALL BE 6'x20' AND SHALL STOP 1' BEFORE THE STOP BAR. LOOP WINDOW SHALL BE INSTALLED IN CONCRETE CURB. ALL LOOP LEAD IN'S SHALL BE CUT FROM THE BACK OF THE LOOP TO A PULL BOX AWAY FROM THE ROAD RADIUS AND TRENCHED, NOT SAW CUT, TO THE CABINET. ALL LOOP SPLICES SHALL BE SOLDERED AND COVERED WITH A WATERPROOF SEAL.
28. CONTRACTOR SHALL COMPLETELY RELOCATE ALL EXISTING OPTICOM SYSTEMS WHEN REQUIRED. COST TO BE INCLUDED WITHIN THE MOBILIZATION. IF NEW INSTALL, THE ASSEMBLY AND INCLUDED EQUIPMENT SHALL BE COMPATIBLE WITH THE RESPONSIBLE AGENCY'S FIRE DEPARTMENT STANDARDS FOR A COMPLETE IR/GPS DUAL MODE SYSTEM.
29. CONTACT SEMINOLE COUNTY TRAFFIC ENGINEERING (TONY MOZICK 407-665-5588) TO OBTAIN CABINET BASE TEMPLATE PRIOR TO CONSTRUCTING CABINET BASE.

30. EXISTING CONTROLLER CABINET SHALL BE RETURNED TO SEMINOLE COUNTY TRAFFIC ENGINEERING. CONTROLLER SHALL BE NAZTEC ATC TYPE 1 ETHERNET AND SHALL BE COMPATIBLE WITH SEMINOLE COUNTY ADVANCED TRAFFIC MANAGEMENT SYSTEM. ALL CABINET ASSEMBLIES SHALL BE 70006-TS2/FL (68 INCH, TYPE 6, REAR DOOR, ALPHA UPS w/AUX RELAY AND TWO FANS) WITH 16 LOAD BAY POSITIONS THAT ARE CAPABLE OF HANDLING SIGNAL, PED OR OVERLAP PHASING, NAZTEC TS2 MMU MODEL 516L w/ETHERNET, 4 NAZTEC TS2 BIU MODEL 130, 16 NEMA LOAD SWITCHES, 1 NEMA FLASHER, 8 TRANSFER RELAYS, SPARE INTERFACE PANEL WIRED TO POWER PANEL, NAZTEC TS2 CABINET POWER SUPPLY, 64 CHANNEL DETECTOR RACK, 4 CHANNEL OPTICOM RACK & FIELD PANEL WITH SUPPRESSION, 64 LOOP DETECTOR PANEL w/64 SRA-6LC SURGE ARRESTORS, PED ISOLATOR CARD, ALL LOOP DETECTORS SHALL BE NAZTEC MENU DRIVEN LCD DETECTORS, SET OF FDOT SPEC LOAD RESISTORS FOR BACK PANEL, ONE BALL BEARING ROLLER DRAWER. INCLUDES THE RELOCATION OF ALL INTERCONNECT/COMMUNICATION EQUIPMENT AND FIBER OPTIC CABLE. THE CONTROLLER SHALL REVERT TO FULLY ACTUATED OPERATIONS UPON DISCONNECTING THE COORDINATION UNIT, INCLUDES COST FOR RE-INSTALLING AND RE-SPLICING OF ALL EXISTING FIBER OPTIC CABLE AS REQUIRED FOR A COMPLETE INSTALLATION. THE CLOCK SHALL BE PROGRAMMABLE FROM THE FRONT PANEL.
31. FIBER OPTIC CABLE/INTERCONNECT: SEMINOLE COUNTY TRAFFIC ENGINEERING FIBER OPTIC CABLE SPEC IS 96SM FIBER OR 72SM FIBER FOR NEW FIBER INSTALLATIONS (CORNING CABLE, ALL-DIELECTRIC, LOOSE TUBE, DRY BLOCK OR APPROVED EQUIVALENT). CONTACT SEMINOLE COUNTY TRAFFIC ENGINEERING JOHN BROWN (407) 665-5644 FOR EXACT FIBER COUNTS AND SPLICE DETAIL FOR LOCATIONS WHERE EXISTING FIBER IS BEING REPLACED. THERE SHALL BE A SEPARATE 12 GAUGE SOLID COPPER LOCATE WIRE, LOCATE WIRE SHALL BE ONE CONTINUOUS PIECE & GROUNDED IN THE PULL BOX. FIBER OPTIC CABLE SHALL NOT BE BROKEN, ONE CONTINUOUS PIECE FROM START OF THE JOB TO THE END OF THE JOB OR A SPLICE POINT FROM OUTSIDE OF THE JOB LIMITS. EACH SIGNAL CABINET SHALL HAVE 24" X 36" PULL BOX IN FRONT OF THE CABINET WITH 100FT OF SLACK. CONNECTION TO THE SIGNAL CABINET SHALL BE A 12 FIBER SINGLE-MODE DROP WITH ST CONNECTORS AND A MID-ENTRY SPLICE INTO THE BACKBONE CABLE. NO FIBER STRAND SHALL BE LEFT UN-TERMINATED OR UN-SPLICED UNLESS OTHERWISE SPECIFIED. FIBER OPTIC CABLE IS CONSIDERED "CRITICAL COMMUNICATIONS" AND SHALL BE IN SERVICE AT ALL TIMES, CUT OVER TO NEW FIBER SHALL BE DONE DURING OFF PEAK HOURS AND COORDINATED WITH SEMINOLE COUNTY TRAFFIC ENGINEERING (407-665-5677).
32. FIELD TESTS: THE CONTRACTOR SHALL HAVE A QUALIFIED REPRESENTATIVE PRESENT AT ALL INSPECTIONS. CONTACT FDOT STRUCTURES MAINTENANCE AT (386) 740-3463 AT LEAST TWO WEEKS PRIOR TO PROJECT COMPLETION TO SCHEDULE AN INSPECTION. FOR FDOT SIGNALS, A SIGNAL INSPECTION IS TO BE SCHEDULED WITH MR. RAY MARLIN AT (386) 943-5336, OF TRAFFIC OPERATIONS, 10 DAYS PRIOR TO THE SIGNAL BEING PLACED INTO OPERATION. SHOULD THE CONTRACTOR REQUEST AN INSPECTION AND THE CONTRACTOR IS NOT PREPARED FOR THE INSPECTION, THE CONTRACTOR WILL BE BACK CHARGED FOR THE CONSULTANT INSPECTOR'S TIME. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A 90 DAY WARRANTY PERIOD AS OUTLINED IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
33. EXISTING DETECTION SHALL BE MAINTAINED FOR ALL ACTUATED MOVEMENTS. IF TEMPORARY OVERHEAD DETECTION IS USED, THE CONTRACTOR SHALL WIRE ISOLATION PANELS BETWEEN THE CONTROLLER ASSEMBLY AND OVERHEAD DETECTION WITHIN 24 HOURS OF COMPROMISING EXISTING DETECTION.
34. EXISTING 3M OPTICOM SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. ALL OPTICOM DETECTORS ON MAST ARMS SHALL BE MOUNTED IN AN UPRIGHT POSITION. IF NEW OPTICOM IS INSTALLED, ALL THE EXISTING EQUIPMENT SHALL BE TURNED OVER TO SEMINOLE COUNTY.
35. EXISTING RED LIGHT CONFIRMATION LIGHTS SHALL REMAIN AT THE INTERSECTION, AND BE RELOCATED TO THE NEW INTERSECTION DURING THE CHANGEOVER TO NEW SIGNALS.
36. PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL FURNISH SEMINOLE COUNTY AND FDOT IF APPLICABLE, ONE SET EACH OF CONSTRUCTION AS-BUILT PLANS.
37. THE SHAFT FOR MAST ARM #3 FOUNDATION SHALL BE HAND EXCAVATED TO A MINIMUM OF 8 FEET FOR THE DRILLED SHAFT LOCATION.
38. THE CONTRACTOR SHALL USE A STEEL CASING FOR THE DRILLED SHAFT FOR MAST ARM #3. THE STEEL CASING SHALL EXTEND TO A DEPTH 2 FEET DEEPER THAN THE BOTTOM OF TECO GAS MAIN AND CENTURY LINK FIBER OPTIC LINES.

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SHEET NO.  T-5
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID	
					COUNTRY CLUB ROAD	01785134	

**GENERAL NOTES**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGNALIZATION GENERAL NOTES:

Exhibit A

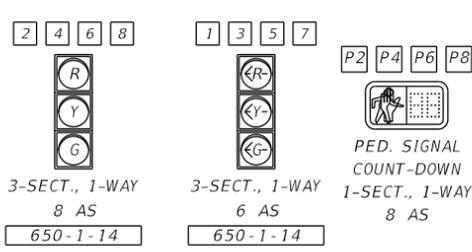
39. THE CONTRACTOR IS TO PLACE FLOWABLE FILL IN THE EXCAVATED AREAS BETWEEN THE DRILLED SHAFT FOR MAST ARM #3 AND TECO GAS MAIN AND CENTURY LINK FIBER OPTIC LINES. PRIOR TO COMPLETING THE DRILLED SHAFT FOUNDATION.
40. THE CONTRACTOR SHALL CONTACT SHAWN WINSOR WITH TECO AT 407-420-6663, KEVIN HARDER WITH TERRA TECHNOLOGIES LLC ON BEHALF OF CENTURYLINK 815-451-1668, kharder@terratechkkc.net, NATHAN HARPER WITH TERRA TECHNOLOGIES LLC ON BEHALF OF CENTURYLINK 352-531-0404, nharper@terratechkkc.net, AND/OR ROB GODEK WITH CENTURYLINK 407-830-3421, Rob.M.Godek@centurylink.com 7 DAYS PRIOR TO BEGINNING EXCAVATION OF THE DRILLED SHAFT FOR MAST ARM #3.
41. CONTRACTOR SHALL HAVE 2X4'S AND 1/2" INCH OR 5/8" PLYWOOD SHEETS AVAILABLE DURING EXCAVATION OF MAST ARM #3 FOUNDATION TO USE AS SHEETING AND BRACING IN THE EVENT SOIL SHOULD START TO BE UNDERMINED FROM GAS MAIN OR TELECOMMUNICATION CONDUIT.
42. AS REQUIRED CCTV CAMERA ASSEMBLIES WILL BE BOSCH AUTODOME DYNAMIC 7000 1080P WITH 30x ZOOM LENS PROVIDED WITH "CANDY CANE" PARAPET MOUNT AND HARDWARE.
43. SEMINOLE COUNTY IS THE MAINTAINING AGENCY FOR MAST ARM LIGHTING.
44. THE CONTRACTOR SHALL CONTACT THE FDOT DISTRICT FIVE STRUCTURES MAINTENANCE OFFICE AT 386-740-3463 TWO WEEKS PRIOR TO COMPLETION OF THE PROJECT TO SCHEDULE AN INSPECTION OF THE COMPLETED TRAFFIC SIGNAL MAST ARM STRUCTURES AT SR 434.
45. PRIOR TO MAST ARM INSTALLATION, CONTRACTOR TO SUBMIT A SUMMARY OF THE DRILLED SHAFT INFORMATION TO THE ENGINEER OF RECORD, SEMINOLE COUNTY, AND FDOT DISTRICT 5 FOR REVIEW.

PAY ITEM NOTES:

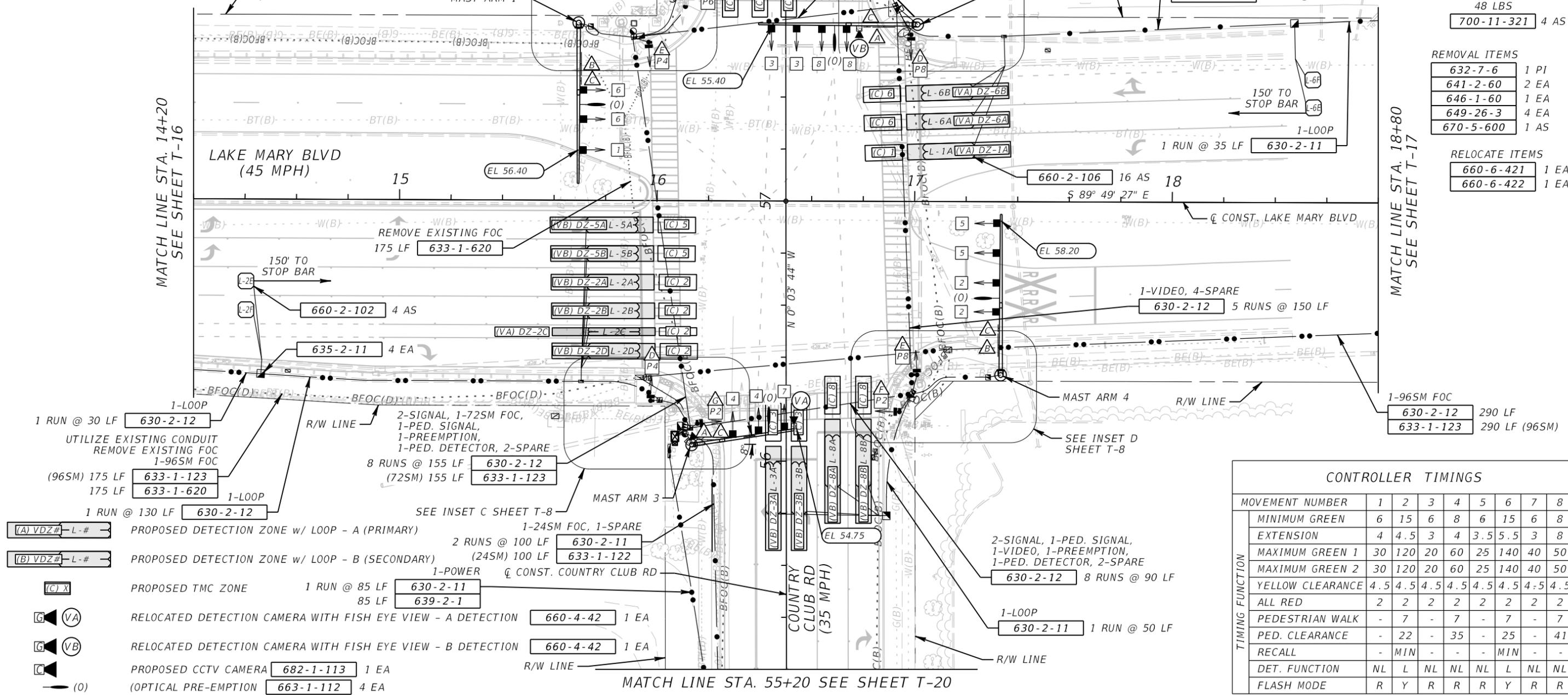
1. 660-2-102: TYPE "B" LOOPS SHALL BE 6' X 6'.
2. 682-1-113: CCTV CAMERA SHALL BE A HIGH DEFINITION IP DOME CAMERA WITH 30X ZOOM, DAY/NIGHT MODE, INTERNAL H.264 ENCODER AND NTCIP, AS PER BOSCH 7000i SERIES 1080P CAMERA.
3. 700-11-321: SEMINOLE COUNTY TO DETERMINE THE HOURS OF OPERATION FOR BLANK-OUT SIGNS.
4. 715-5-31: SHALL PAY FOR THE FURNISHING AND INSTALLING OF THE BRACKET ARM ONLY AS SHOWN IN THE PLANS. THE LUMINAIRE SHALL NOT BE FURNISHED OR INSTALLED WITHIN THIS PROJECT.
5. 635-2-11: SHALL BE 17" X 30" PULLBOX UNLESS OTHERWISE NOTED ON SHEETS T-6 TO T-19. ALL 17" X 30" PULLBOXES ARE TO BE ACCOUNTED FOR UNDER THIS PAY ITEM NUMBER.

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		<b>GENERAL NOTES</b>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		T-6
					COUNTRY CLUB ROAD	01785134		

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NOTE: 1. VIDEO DETECTION TO BE CONNECTED VIA SDLC CONNECTOR.  
 2. D-CAM CABLE SHALL BE OUTSIDE PLANT, UV RESISTANT.  
 3. DETECTOR RACK PROPOSED CONDITIONS, SEE T-26.  
 4. THE DETECTION CAMERA AND SIZE OF THE TMC ZONES SHALL BE DETERMINED IN THE FIELD BASED ON THE VIEWING ANGLE OF THE CAMERA TO MAXIMIZE ACCURACY OF THE VOLUME DATA COLLECTED. DATA COLLECTED IS TO BE STORED IN THE GRIDSMART PROCESSOR.  
 5. CCTV CAMERA TO BE INSTALLED ON A 10' CANDY-CANE MOUNTING ARM.



- (A) VDZ#-L-# PROPOSED DETECTION ZONE w/ LOOP - A (PRIMARY)
- (B) VDZ#-L-# PROPOSED DETECTION ZONE w/ LOOP - B (SECONDARY)
- (C) X PROPOSED TMC ZONE
- (VA) RELOCATED DETECTION CAMERA WITH FISH EYE VIEW - A DETECTION
- (VB) RELOCATED DETECTION CAMERA WITH FISH EYE VIEW - B DETECTION
- (C) PROPOSED CCTV CAMERA
- (O) (OPTICAL PRE-EMPTION)

CONTROLLER TIMINGS								
MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	6	15	6	8	6	15	6	8
EXTENSION	4	4.5	3	4	3.5	5.5	3	8
MAXIMUM GREEN 1	30	120	20	60	25	140	40	50
MAXIMUM GREEN 2	30	120	20	60	25	140	40	50
YELLOW CLEARANCE	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
ALL RED	2	2	2	2	2	2	2	2
PEDESTRIAN WALK	-	7	-	7	-	7	-	7
PED. CLEARANCE	-	22	-	35	-	25	-	41
RECALL	-	MIN	-	-	-	MIN	-	-
DET. FUNCTION	NL	L	NL	NL	NL	L	NL	NL
FLASH MODE	R	Y	R	R	R	Y	R	R

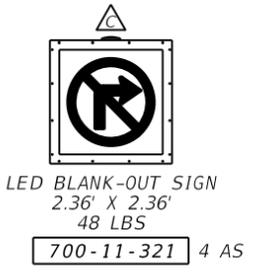
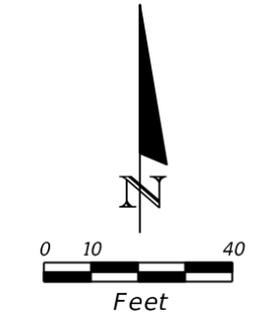
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

SIGNALIZATION PLAN

SHEET NO. T-7



REMOVAL ITEMS

632-7-6	1 PI
641-2-60	2 EA
646-1-60	1 EA
649-26-3	4 EA
670-5-600	1 AS

RELOCATE ITEMS

660-6-421	1 EA
660-6-422	1 EA

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**INSET A**  
LAKE MARY BLVD @  
COUNTRY CLUB RD  
NORTHWEST QUADRANT  
SEE SHEET T-7

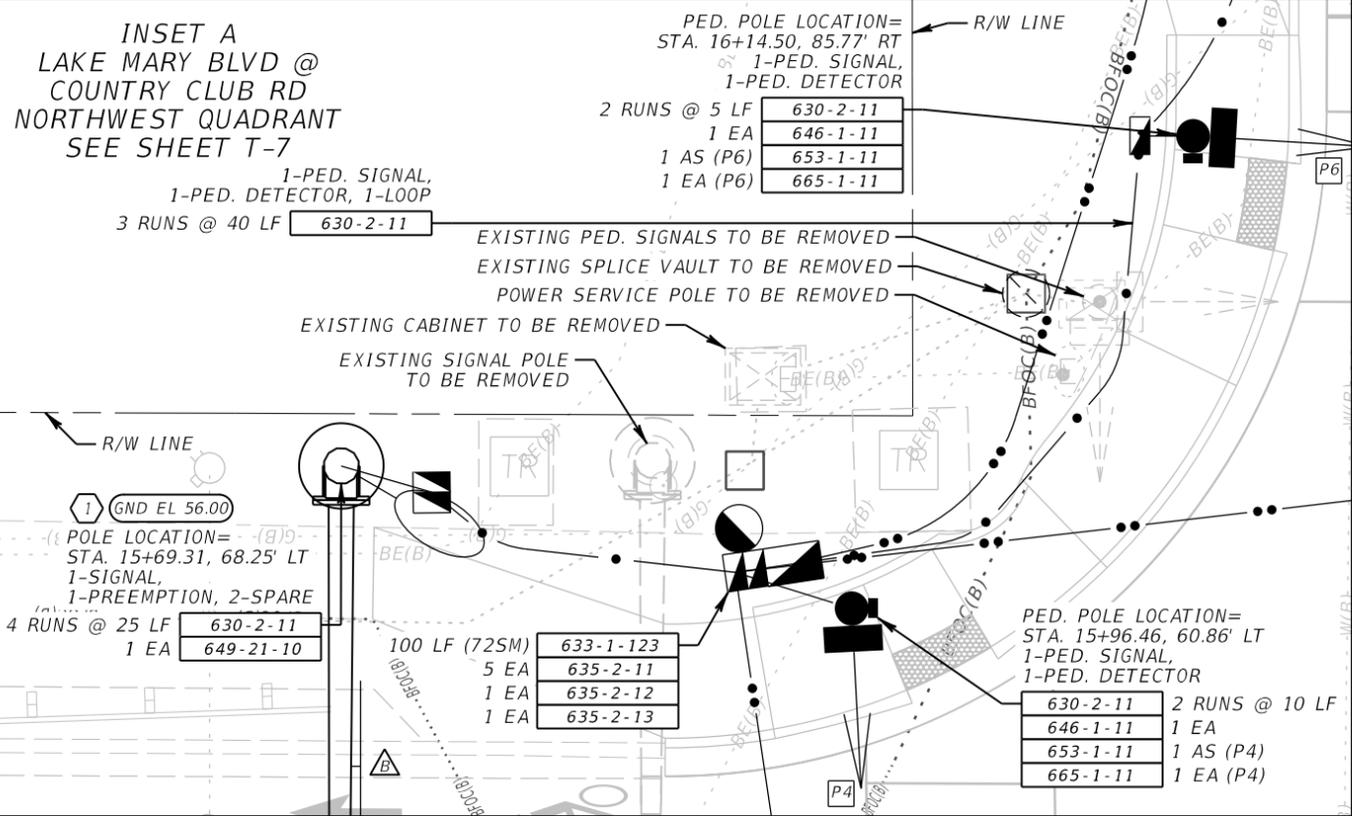
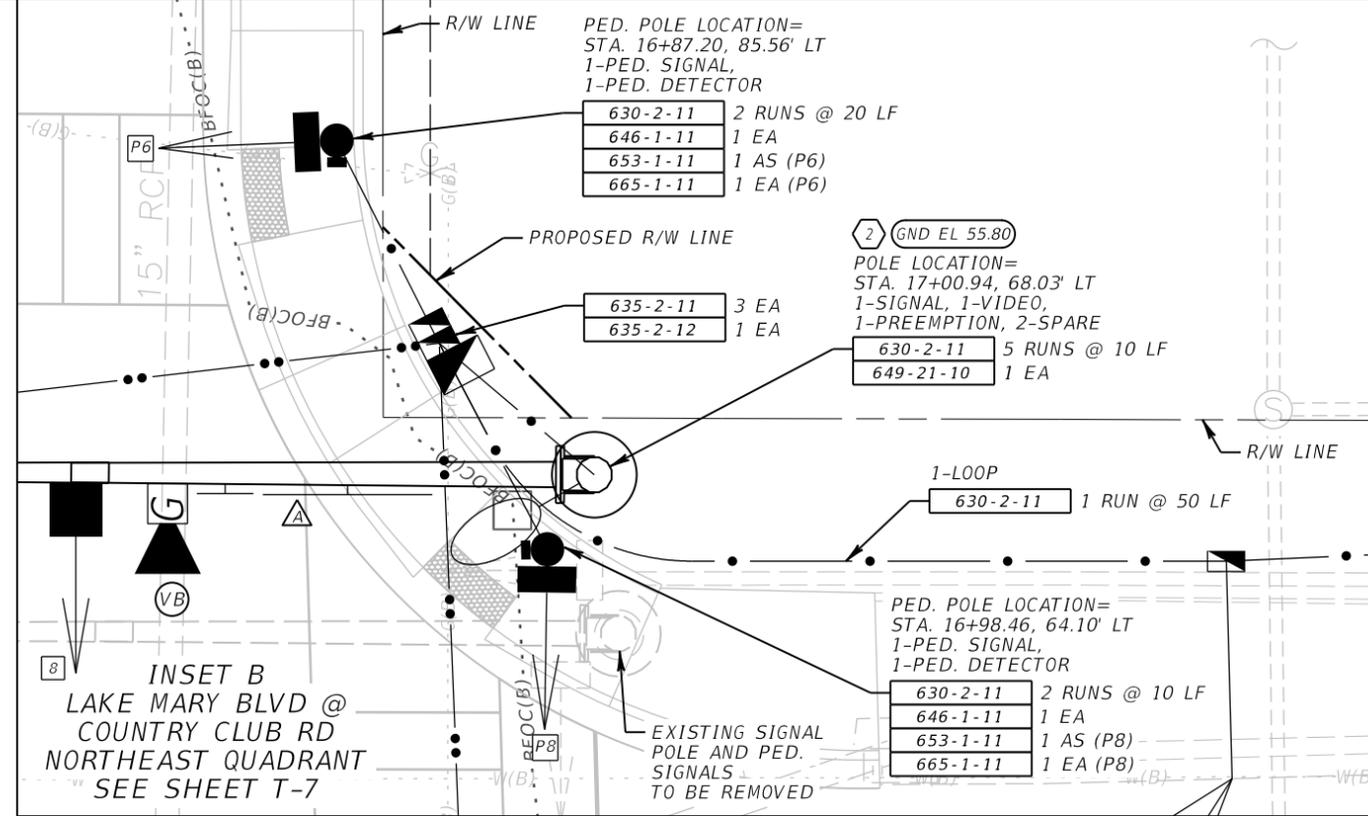
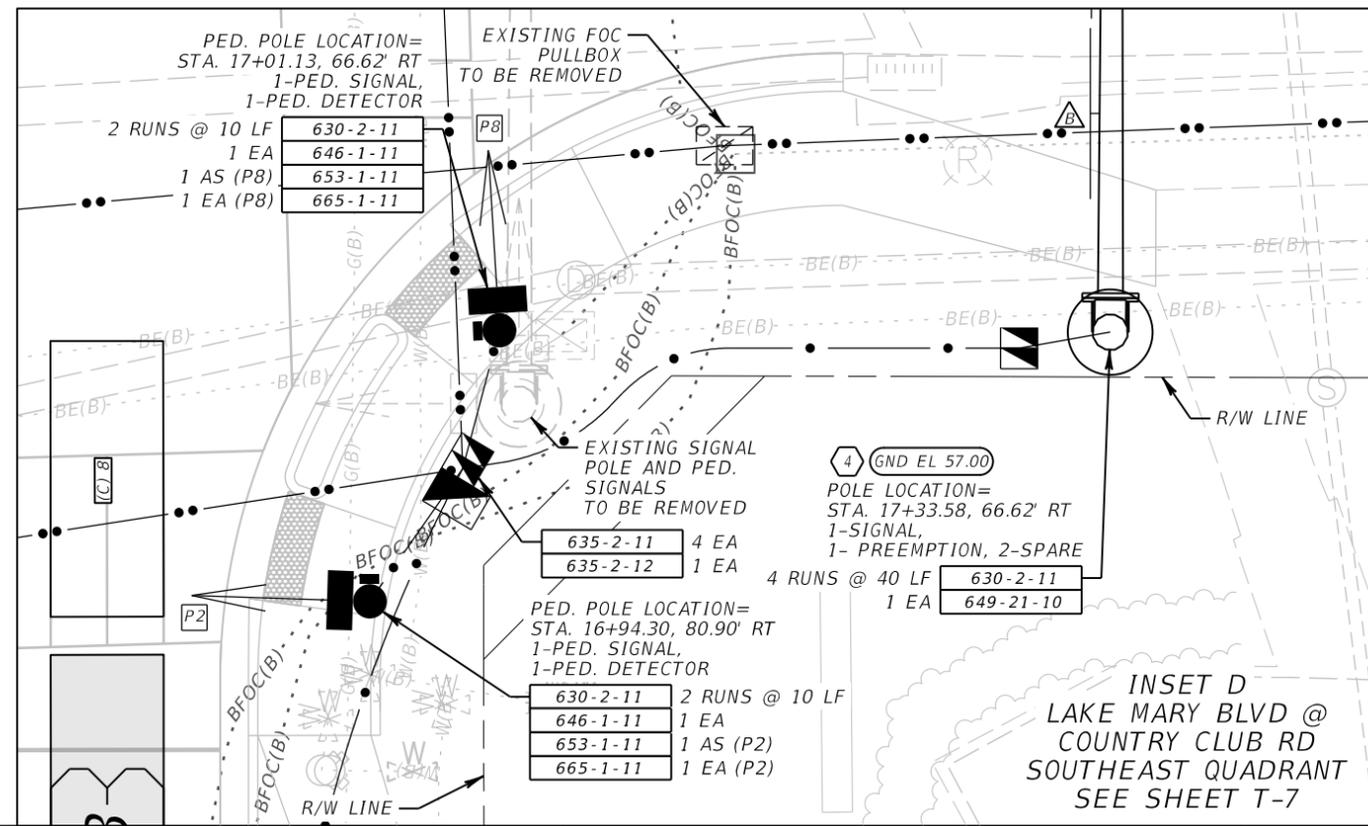
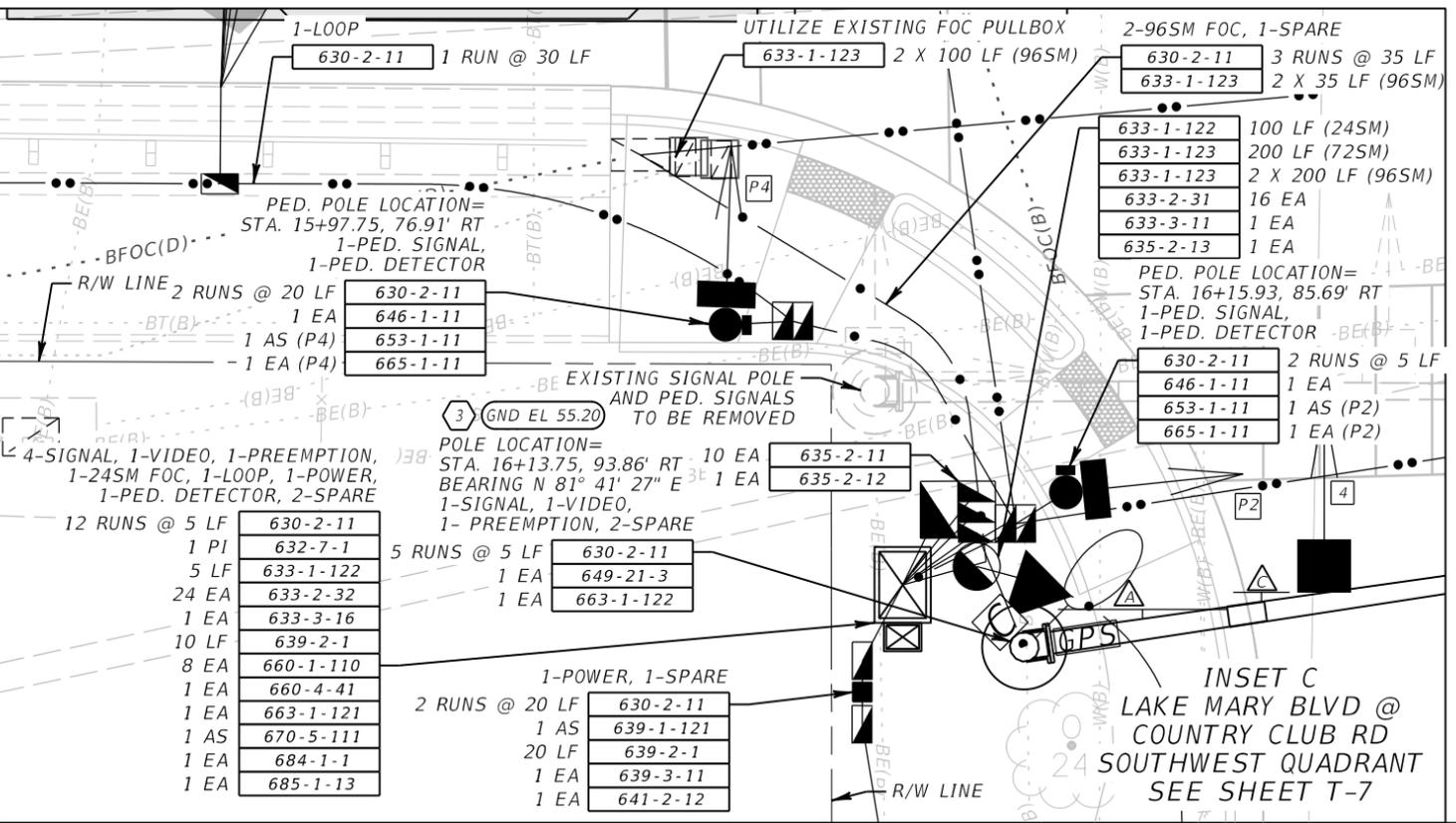
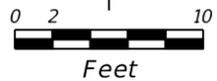


Exhibit "A"



**INSET B**  
LAKE MARY BLVD @  
COUNTRY CLUB RD  
NORTHEAST QUADRANT  
SEE SHEET T-7



REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SIGNALIZATION PLAN**

SHEET NO.  
T-8

954

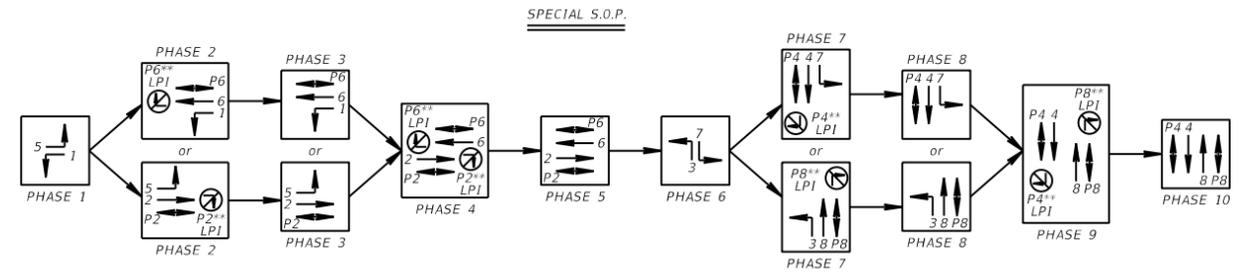
COUNTRY CLUB ROAD AT EXHIBIT A BLVD - DETECTOR CHART

SIGNAL ID	BIU NO.	CARD NO.	CHANNEL NO.	DETECTOR ID	DETECTOR	DIRECTION	MOVEMENT TYPE	APP. SPEED MPH.	PROTECTED PHASE	PERMISSIVE PHASE	OVERLAP	DELAY SEC.	CAMERA ID	DETECTOR SYSTEM	ZONE SIZE	DISTANCE TO STOP BAR	DETECTOR TYPE	LANE TYPE	LANE NO.		
****	1	1	1	XXXX01	L-1A	WB	L	45	1		5		N/A	LOOP	6' x 20'	2	PD	V	*		
			2	XXXX02	DZ-1A	WB	L	45	1			5		VA	VIDEO	6' x 40'	-5	PD, C	V	*	
		2	3	XXXX03	L-6A	WB	T	45	6	1		2		N/A	LOOP	6' x 20'	2	PD	V	*	
			4	XXXX04	DZ-6A	WB	T	45	6	1		2		VA	VIDEO	6' x 40'	-5	PD, C	V	*	
		3	5	XXXX05	L-6B	WB	TR	45	6	1		2		5	N/A	LOOP	6' x 20'	2	PD	V	*
			6	XXXX06	DZ-6B	WB	TR	45	6	1		2		5	VA	VIDEO	6' x 40'	-5	PD, C	V	*
		4	7	XXXX07	L-6E	WB	T	45	6	1		2			N/A	LOOP	6' x 6'	150	AD	V	*
			8	XXXX08	L-6F	WB	TR	45	6	1		2			N/A	LOOP	6' x 6'	150	AD	V	*
		5	9	XXXX09	L-6G	WB	T	45	6	1		2			N/A	LOOP	6' x 6'	330	AD	V	*
			10	XXXX10	L-6H	WB	TR	45	6	1		2			N/A	LOOP	6' x 6'	330	AD	V	*
		6	11	XXXX11	SPARE																*
			12	XXXX12	SPARE																*
		7	13	XXXX13	SPARE																*
			14	XXXX14	SPARE																*
		8	15	XXXX15	SPARE																*
			16	XXXX16	SPARE																*
	2	9	17	XXXX17	L-3A	NB	L	35	3			7		N/A	LOOP	6' x 20'	2	PD	V	*	
			18	XXXX18	DZ-3A	NB	L	35	3			7		VB	VIDEO	6' x 40'	-5	PD, C	V	*	
		10	19	XXXX19	L-3B	NB	L	35	3			7		N/A	LOOP	6' x 20'	2	PD	V	*	
			20	XXXX20	DZ-3B	NB	L	35	3			7		VB	VIDEO	6' x 40'	-5	PD, C	V	*	
		11	21	XXXX21	L-8A	NB	T	35	8	3		4			N/A	LOOP	6' x 20'	2	PD	V	*
			22	XXXX22	DZ-8A	NB	T	35	8	3		4			VB	VIDEO	6' x 40'	-5	PD, C	V	*
		12	23	XXXX23	L-8B	NB	R	35	8	3		4		5	N/A	LOOP	6' x 20'	2	PD	V	*
			24	XXXX24	DZ-8B	NB	R	35	8	3		4		5	VB	VIDEO	6' x 40'	-5	PD, C	V	*
		13	25	XXXX25	SPARE																*
			26	XXXX26	SPARE																*
		14	27	XXXX27	SPARE																*
			28	XXXX28	SPARE																*
		15	29	XXXX29	SPARE																*
			30	XXXX30	SPARE																*
		16	31	XXXX31	SPARE																*
			32	XXXX32	SPARE																*
	3	17	33	XXXX33	L-5A	EB	L	45	5			1		N/A	LOOP	6' x 20'	2	PD	V	*	
			34	XXXX34	DZ-5A	EB	L	45	5			1		VB	VIDEO	6' x 40'	-5	PD, C	V	*	
		18	35	XXXX35	L-5B	EB	L	45	5			1		N/A	LOOP	6' x 20'	2	PD	V	*	
			36	XXXX36	DZ-5B	EB	L	45	5			1		VB	VIDEO	6' x 40'	-5	PD, C	V	*	
		19	37	XXXX37	L-2A	EB	T	45	2	5		6			N/A	LOOP	6' x 20'	2	PD	V	*
			38	XXXX38	DZ-2A	EB	T	45	2	5		6			VB	VIDEO	6' x 40'	-5	PD, C	V	*
		20	39	XXXX39	L-2B	EB	T	45	2	5		6			N/A	LOOP	6' x 20'	2	PD	V	*
			40	XXXX40	DZ-2B	EB	T	45	2	5		6			VB	VIDEO	6' x 40'	-5	PD, C	V	*
		21	41	XXXX41	L-2C	EB	T	45	2	5		6			N/A	LOOP	3' x 20'	2	PD	B	*
			42	XXXX42	DZ-2C	EB	T	45	2	5		6			VB	VIDEO	3' x 40'	-5	PD, C	B	*
		22	43	XXXX43	L-2D	EB	R	45	2	5		6		5	N/A	LOOP	6' x 20'	2	PD	V	*
			44	XXXX44	DZ-2D	EB	R	45	2	5		6		5	VB	VIDEO	6' x 40'	-5	PD, C	V	*
		23	45	XXXX45	L-2E	EB	T	45	2	5		6			N/A	LOOP	6' x 6'	150	AD	V	*
			46	XXXX46	L-2F	EB	T	45	2	5		6			N/A	LOOP	6' x 6'	150	AD	V	*
		24	47	XXXX47	L-2G	EB	T	45	2	5		6			N/A	LOOP	6' x 6'	330	AD	V	*
			48	XXXX48	L-2H	EB	T	45	2	5		6			N/A	LOOP	6' x 6'	330	AD	V	*
	4	25	49	XXXX49	L-7A	SB	L	35	7		3			N/A	LOOP	6' x 20'	2	PD	V	*	
			50	XXXX50	DZ-7A	SB	L	35	7			3			VA	VIDEO	6' x 40'	-5	PD, C	V	*
		26	51	XXXX51	L-4A	SB	T	35	4			8			N/A	LOOP	6' x 20'	2	PD	V	*
			52	XXXX52	DZ-4A	SB	T	35	4			8			VA	VIDEO	6' x 40'	-5	PD, C	V	*
		27	53	XXXX53	L-4B	SB	R	35	4			8		5	N/A	LOOP	6' x 20'	2	PD	V	*
			54	XXXX54	DZ-4B	SB	R	35	4			8		5	VA	VIDEO	6' x 40'	-5	PD, C	V	*
		28	55	XXXX55	SPARE																*
			56	XXXX56	SPARE																*
		29	57	XXXX57	SPARE																*
			58	XXXX58	SPARE																*
		30	59	XXXX59	SPARE																*
			60	XXXX60	SPARE																*
		31	61	XXXX61	SPARE																*
			62	XXXX62	SPARE																*
		32	63	XXXX63	SPARE																*
			64	XXXX64	SPARE																*

LEGEND:  
 PD - PRESENCE DETECTION  
 AD - ADVANCE DETECTION  
 QD - QUEUE DETECTION  
 V - VEHICLE  
 B - BIKE  
 L - LEFT  
 T - THRU  
 R - RIGHT  
 TL - THRU-LEFT  
 TR - THRU-RIGHT  
 TLR - THRU-LEFT-RIGHT

\* CONFIRM THE LANE NUMBER VALUES WITH SEMINOLE COUNTY TRAFFIC ENGINEERING DIVISION DURING CONSTRUCTION.  
 \*\*\* CONFIRM THE DETECTOR ID VALUES WITH SEMINOLE COUNTY TRAFFIC ENGINEERING DIVISION DURING CONSTRUCTION.  
 \*\*\*\* CONFIRM THE SIGNAL ID VALUES WITH SEMINOLE COUNTY TRAFFIC ENGINEERING DIVISION DURING CONSTRUCTION.  
 BIU NO., CARD NO., CHANNEL NO., AND DETECTOR ID TO BE UPDATED AS NECESSARY.

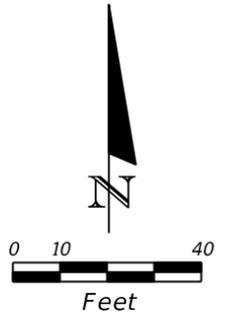
CONTROLLER TIMING AND SOP NOTES:  
 P2\*\* LPI SHALL ONLY ACTIVATE ONCE PER CYCLE DURING PHASE 2 OR PHASE 4.  
 P6\*\* LPI SHALL ONLY ACTIVATE ONCE PER CYCLE DURING PHASE 2 OR PHASE 4.  
 P4\*\* LPI SHALL ONLY ACTIVATE ONCE PER CYCLE DURING PHASE 6 OR PHASE 8.  
 P8\*\* LPI SHALL ONLY ACTIVATE ONCE PER CYCLE DURING PHASE 6 OR PHASE 8.



REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SHEET NO.  T-9
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID	
					COUNTRY CLUB ROAD	01785134	

DETECTOR CHART

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



EXISTING SEMINOLE COUNTY 96SM FOC TO REMAIN

UTILIZE EXISTING SPLICE VAULT BUTT SPLICE COLOR TO COLOR REMOVE EXISTING FOC

(96SM) 150 LF	633-1-123
100 LF	633-1-620
98 EA	633-2-31
1 EA	633-3-11
9 EA	633-3-12

UTILIZE EXISTING CONDUIT REMOVE EXISTING FOC

633-1-123	310 LF (96SM)
633-1-620	310 LF

UTILIZE EXISTING FOC PULLBOX

(96SM) 50 LF	633-1-123
50 LF	633-1-620

UTILIZE EXISTING CONDUIT REMOVE EXISTING FOC

(96SM) 40 LF	633-1-123
40 LF	633-1-620

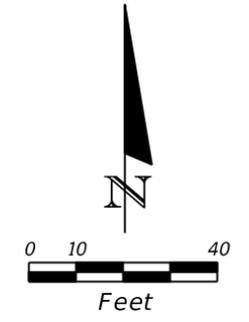
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
**T-10**



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

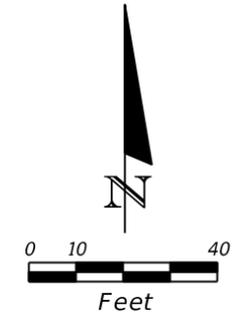
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
**T-11**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



SEVENTH ST

MATCH LINE B SEE SHEET T-11

MATCH LINE C SEE SHEET T-13

LAKE MARY BLVD (45 MPH)

.....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....

UTILIZE EXISTING CONDUIT  
 REMOVE EXISTING FOC  
 1-96SM FOC  
 633-1-123 525 LF (96SM)  
 633-1-620 525 LF

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

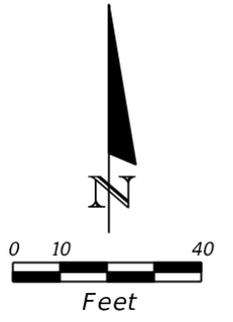
CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
T-12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



MATCH LINE C SEE SHEET T-12

MATCH LINE D SEE SHEET T-14

LAKE MARY BLVD (45 MPH)

.....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....BFOC(D).....

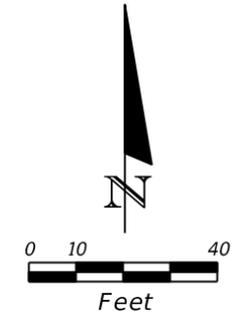
UTILIZE EXISTING CONDUIT  
 REMOVE EXISTING FOC  
 1-96SM FOC  
 633-1-123 525 LF (96SM)  
 633-1-620 525 LF

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		INTERCONNECT PLAN	SHEET NO.  T-13
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		959

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Exhibit "A"



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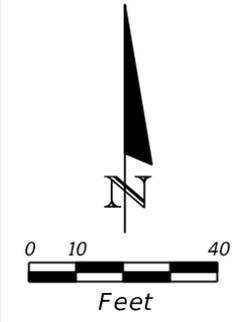
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
 T-15



MATCH LINE F SEE SHEET T-15

MATCH LINE STA. 14+20 SEE SHEET T-7

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

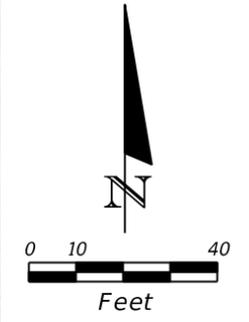
CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
T-16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

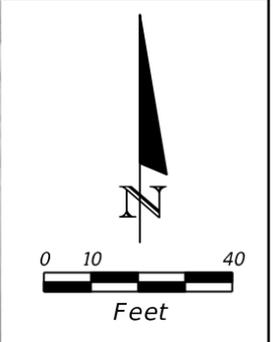
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.	<b>963</b>
T-17	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



MATCH LINE G SEE SHEET T-17

MATCH LINE H SEE SHEET T-19

LAKE MARY BLVD (45 MPH)

FOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)-----BFOC(D)

UTILIZE EXISTING CONDUIT  
REMOVE EXISTING FOC  
1-96SM FOC  
633-1-123 320 LF (96SM)  
633-1-620 320 LF

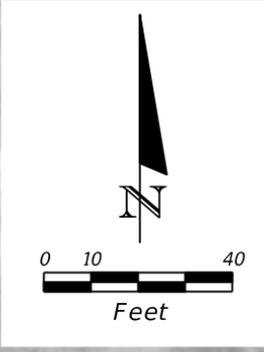
UTILIZE EXISTING FOC PULLBOX  
REMOVE EXISTING FOC  
(96SM) 50 LF 633-1-123  
50 LF 633-1-620

UTILIZE EXISTING CONDUIT  
REMOVE EXISTING FOC  
1-96SM FOC  
(96SM) 180 LF 633-1-123  
180 LF 633-1-620

UTILIZE EXISTING FOC PULLBOX  
REMOVE EXISTING FOC  
(96SM) 50 LF 633-1-123  
50 LF 633-1-620

UTILIZE EXISTING CONDUIT  
REMOVE EXISTING FOC  
1-96SM FOC  
(96SM) 45 LF 633-1-123  
45 LF 633-1-620

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		INTERCONNECT PLAN	SHEET NO.  T-18
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		964



UTILIZE EXISTING CONDUIT  
REMOVE EXISTING FOC  
1-96SM FOC

633-1-123	215 LF (96SM)
633-1-620	215 LF

UTILIZE EXISTING SPLICE VAULT  
BUTT SPLICE COLOR TO COLOR

633-1-123	100 LF (96SM)
633-2-31	90 EA
633-3-12	8 EA

EXISTING SEMINOLE COUNTY 72SM FOC AND 16SM FOC  
TO REMAIN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

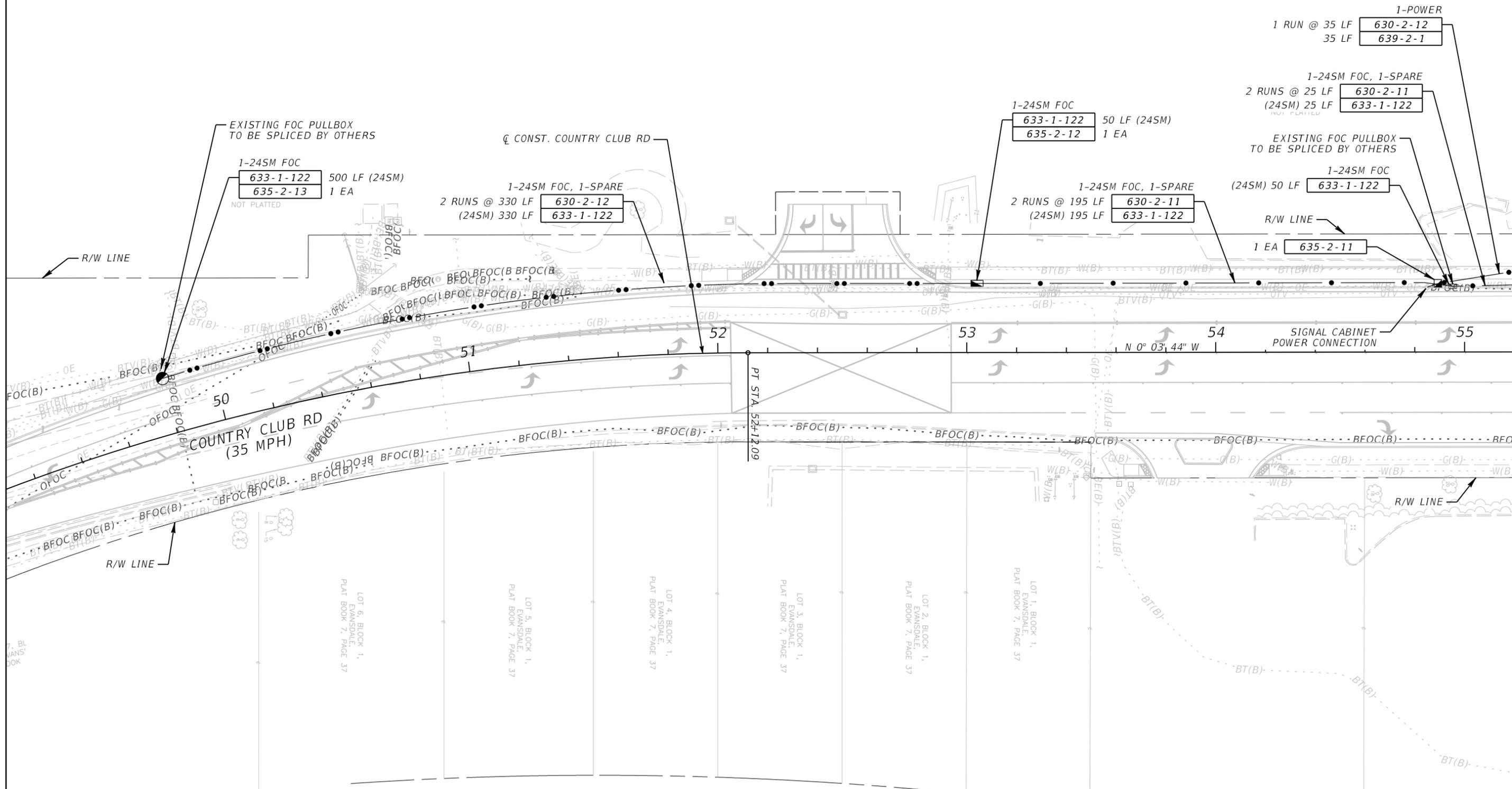
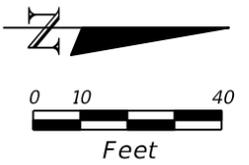
CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.	<b>965</b>
T-19	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



MATCH LINE STA. 55+20 SEE SHEET T-7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.	<b>966</b>
T-20	

Exhibit "A"

CITY HALL



0 10 40

Feet

1-72SM FOC  
 (72SM) 400 LF 633-1-123  
 1 EA 635-2-12  
 1 EA 635-2-13

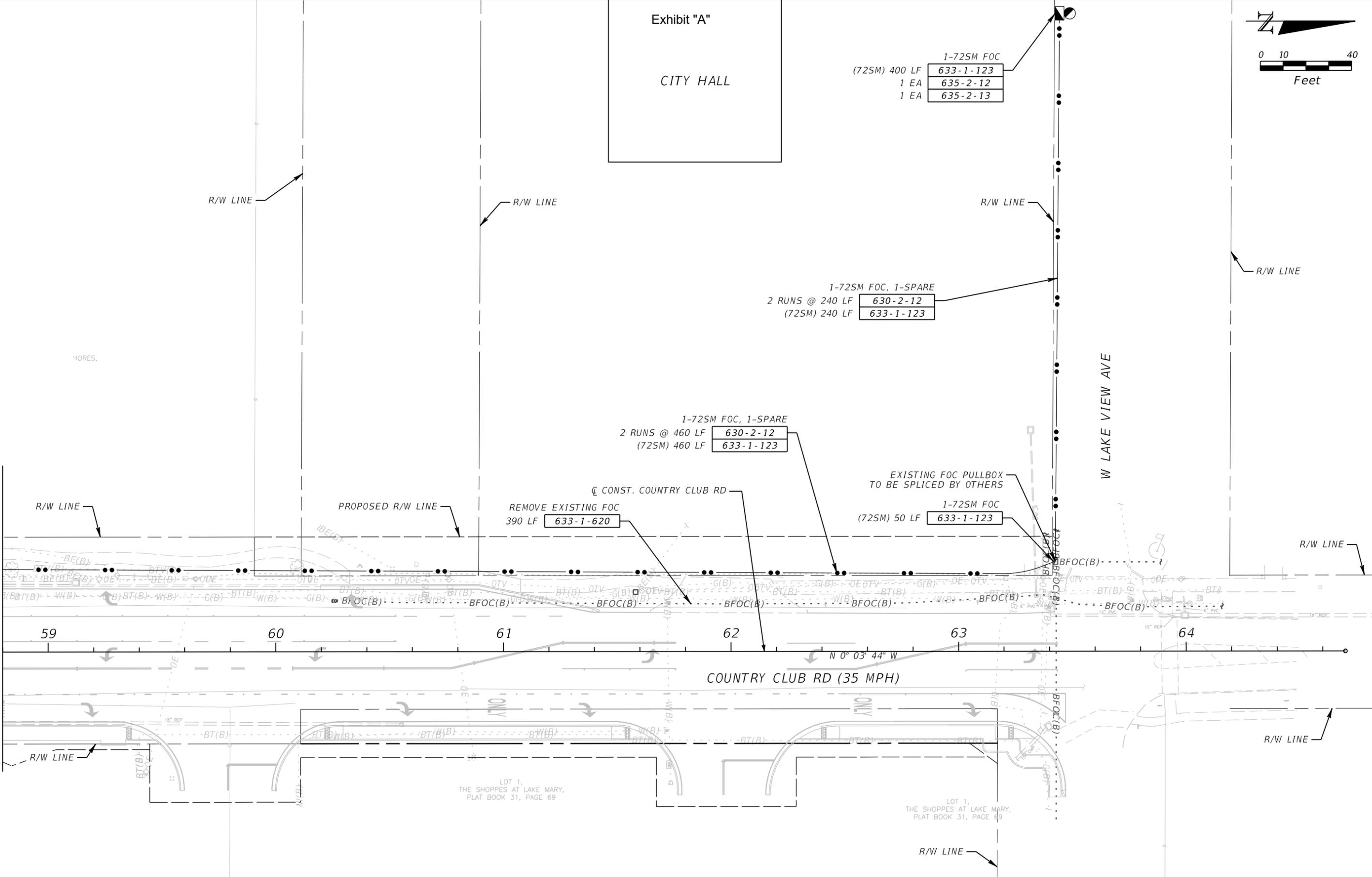
1-72SM FOC, 1-SPARE  
 2 RUNS @ 240 LF 630-2-12  
 (72SM) 240 LF 633-1-123

1-72SM FOC, 1-SPARE  
 2 RUNS @ 460 LF 630-2-12  
 (72SM) 460 LF 633-1-123

REMOVE EXISTING FOC  
 390 LF 633-1-620

EXISTING FOC PULLBOX  
 TO BE SPLICED BY OTHERS  
 (72SM) 50 LF 633-1-123

MATCH LINE STA. 58+80 SEE SHEET T-7



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

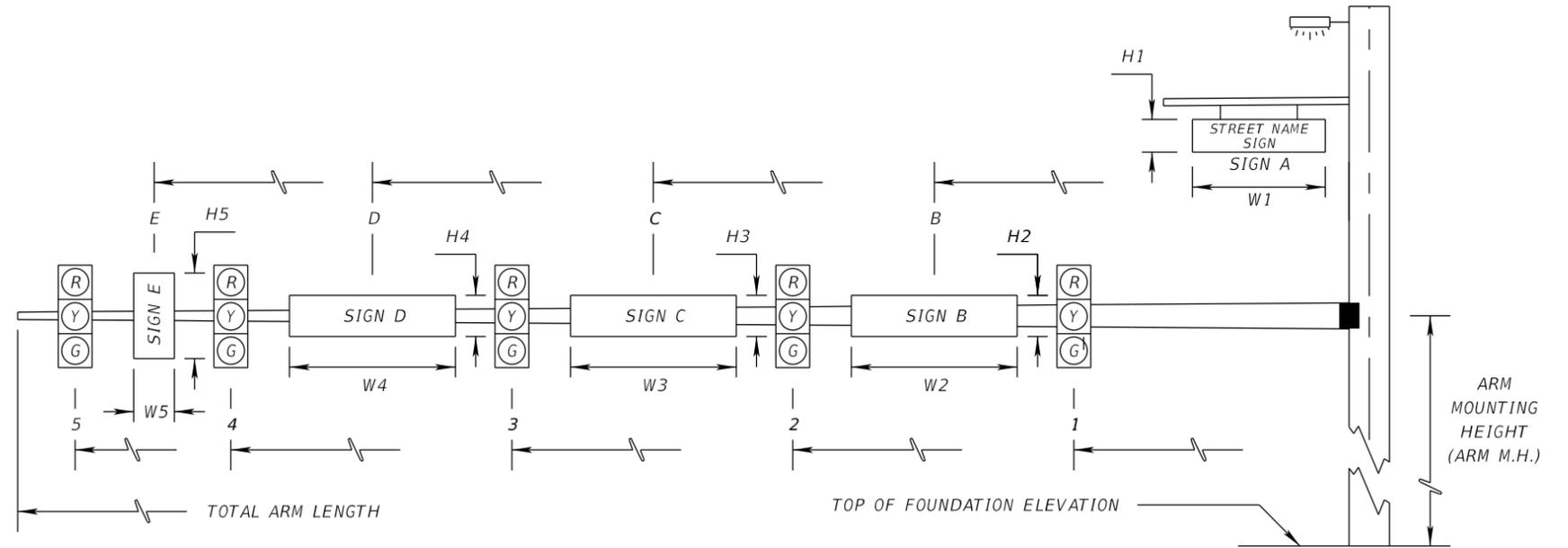
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**INTERCONNECT PLAN**

SHEET NO.  
 T-21

967

Exhibit "A"



\* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY  
 \*\* DENOTES FUTURE SIGNAL HEAD LOADING

ID NO.	SHEET NO.	LOCATION BY STA.	GROUND ELEVATION	TOP OF FOUND. ELEVATION	RDWY ARM NO.	CROWN ELEV.	SIGNAL DATA										VIDEO DATA		SIGN DATA									PAINT COLOR				
							SIGNAL V/H	BACK PLATES Y/N	PED. SIGNAL Y/N	DISTANCE FROM POLE										TOTAL ARM LENGTH	ARM M.H.	ANGLE BETWEEN DUAL ARMS 90/270	DISTANCE FROM POLE / HEIGHT AND WIDTH OF SIGN									
										1	*	2	*	3	*	4	*	5	*				1	2	A	H1	W1		B	H2	W2	C
1	T-7	15+69.31, 68.25' LT	56.00	56.50		56.40	V	Y	N	24.0	3	35.0	3	47.0	3					60	20.5		14	2'	9'	20.5	2.36'	2.36'				BLACK
2	T-7	17+00.94, 68.03' LT	55.80	56.30		55.40	V	Y	N	26.0	3	35.5	3	45.0	3	55.0	3		21.0	60	20		11	2'	9'	18	2.36'	2.36'				BLACK
3	T-7	16+13.75, 93.86' RT	55.20	55.70		54.75	V	Y	N	15.0	3	25.0	3	35.0	3				39	40	20		5	2'	9'	11.5	2.36'	2.36'				BLACK
4	T-7	17+33.58, 66.62' LT	57.00	57.50		58.20	V	Y	N	22.5	3	33.5	3	45.0	3	56.5	3			60	21		9.5	2'	9'	16	2.36'	2.36'				BLACK

<table border="1"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				REVISIONS				DATE	DESCRIPTION	DATE	DESCRIPTION					CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746		SEMINOLE COUNTY ENGINEERING DIVISION <hr/> PROJECT NAME: COUNTRY CLUB ROAD      PROJECT ID: 01785134		<h2>MAST ARM TABULATION</h2>		SHEET NO. T-22
REVISIONS																						
DATE	DESCRIPTION	DATE	DESCRIPTION																			

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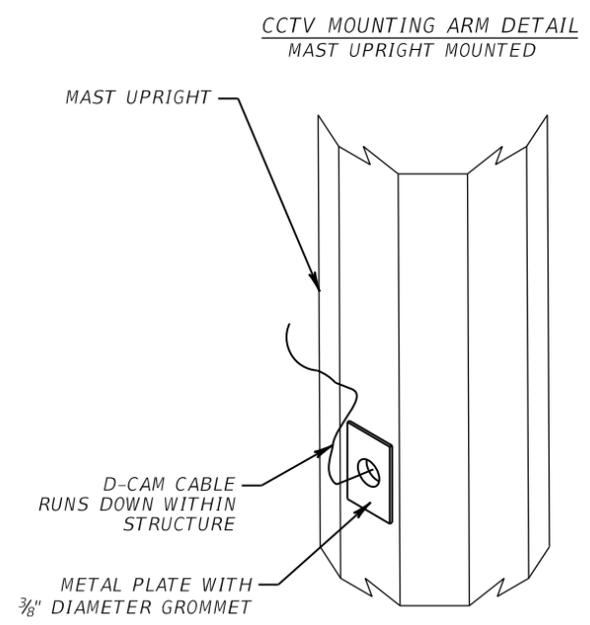
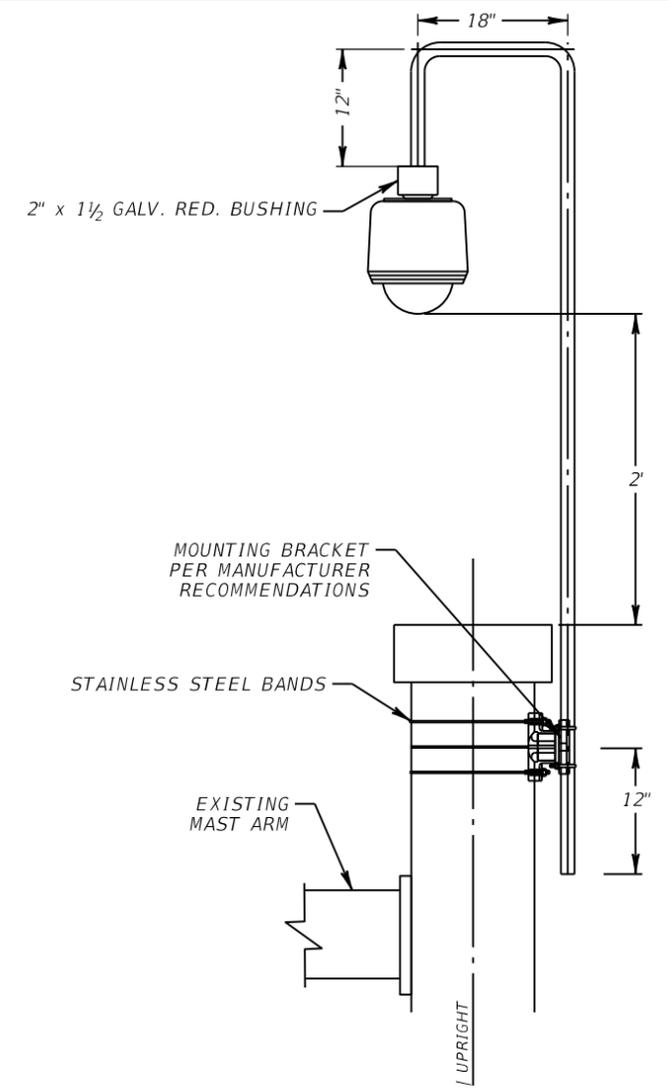
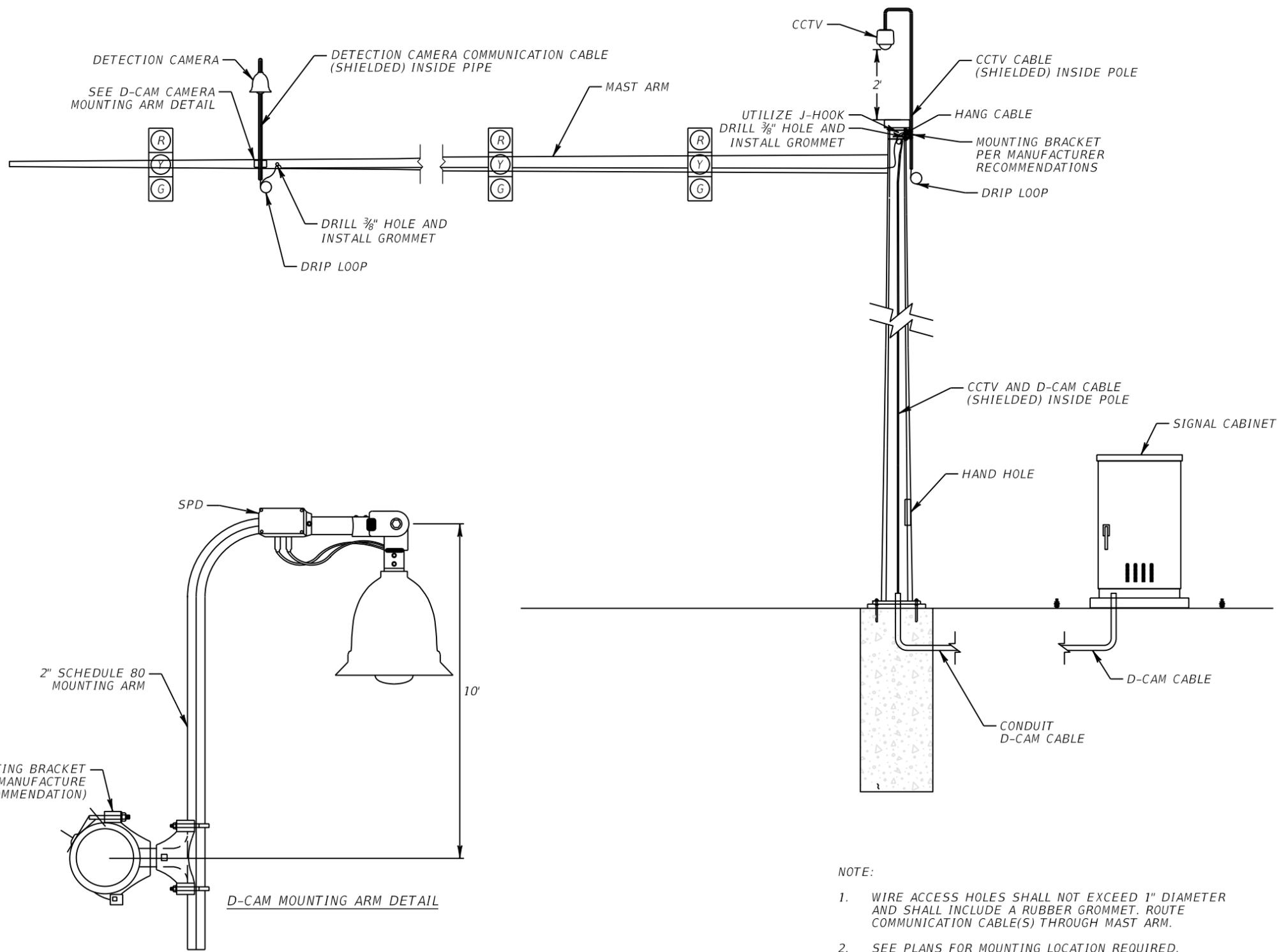
POLE SCHEDULE DATA TABLE

POLE I.D.	POLE TYPE	POLE STYLE	ARM STYLE	COLOR	LUMINAIRE	BASE	BANNER	FIRST ARM LENGTH	SECOND ARM LENGTH	ANGLE BETWEEN ARMS
POLE 1	POLE TYPE 4	ROUND	STRAIGHT	BLACK	SHOE BOX	NUT COVERS	NONE	60	-	-
POLE 2	POLE TYPE 4	ROUND	STRAIGHT	BLACK	SHOE BOX	NUT COVERS	NONE	60	-	-
POLE 3	POLE TYPE 4	ROUND	STRAIGHT	BLACK	SHOE BOX	NUT COVERS	NONE	40	-	-
POLE 4	POLE TYPE 4	ROUND	STRAIGHT	BLACK	SHOE BOX	NUT COVERS	NONE	60	-	-

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		POLE SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		T-23
					COUNTRY CLUB ROAD	01785134		



**CCTV AND D-CAM MOUNTING MAST ARM  
DETAILS**



- NOTE:
1. WIRE ACCESS HOLES SHALL NOT EXCEED 1" DIAMETER AND SHALL INCLUDE A RUBBER GROMMET. ROUTE COMMUNICATION CABLE(S) THROUGH MAST ARM.
  2. SEE PLANS FOR MOUNTING LOCATION REQUIRED.
  3. CONTRACTOR SHALL MARK OUT VERTICAL REINFORCEMENTS PRIOR TO DRILLING HOLE FOR GROMMETS.

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		CAMERA MOUNTING DETAIL	SHEET NO. T-25
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		
					COUNTRY CLUB ROAD	01785134		971

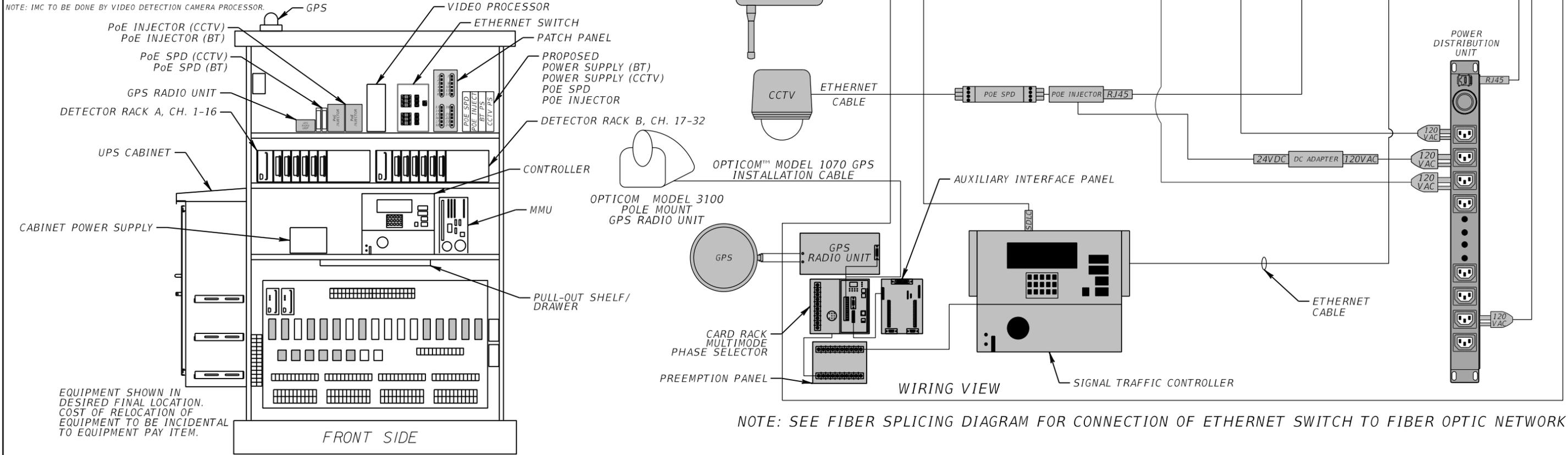
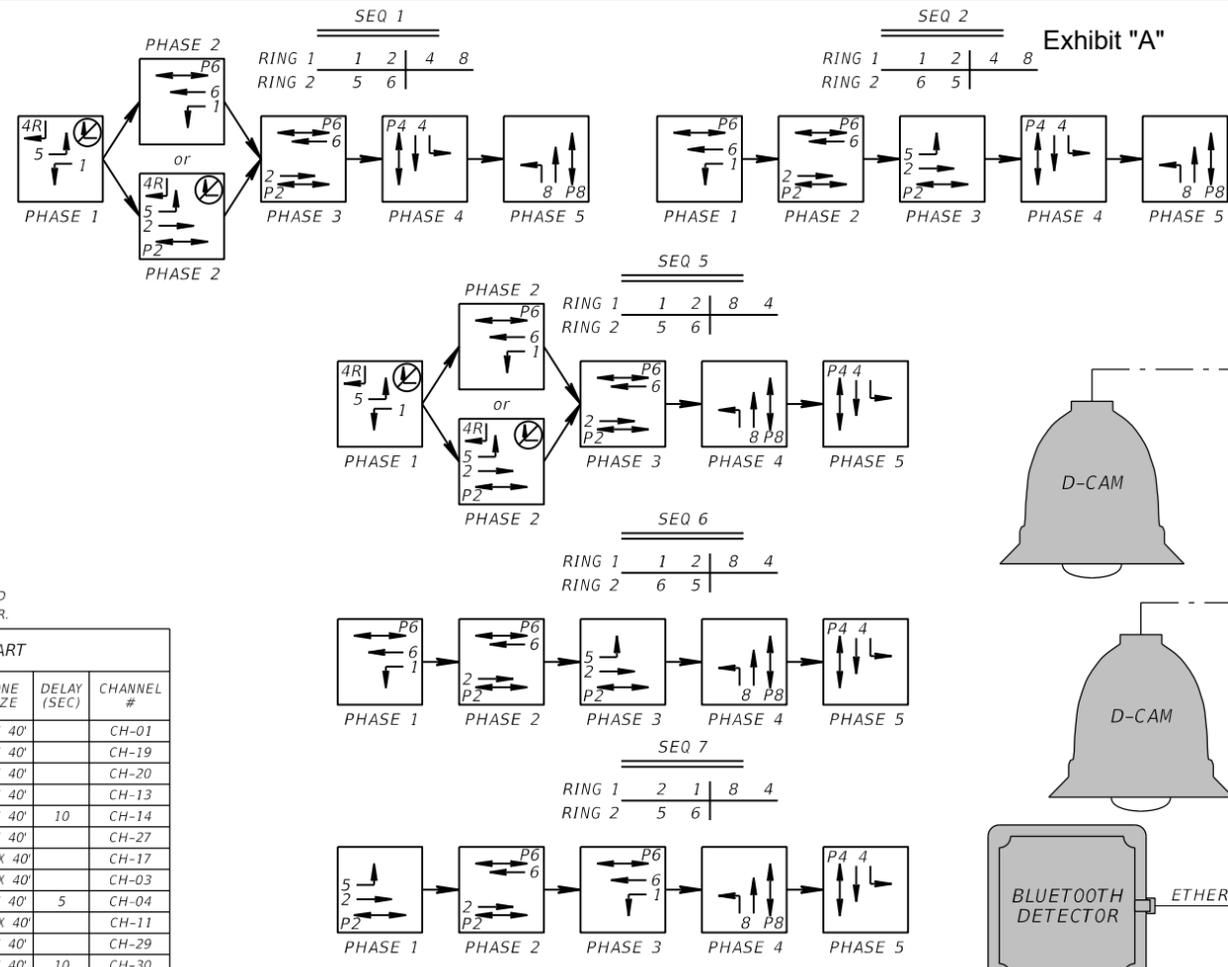
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DETECTORS FOR LOOPS				
LOOP	NO. OF LOOPS	NO. OF NEW DETS.	CHANNEL NO.	DELAY TIME (SEC)
L-1	1		1	
L-6A	1	1	2	
L-6B	1			
L-6C	1			
L-6D	1	1		
L-6E	1			
L-6F	1	2		
L-2A	1		1	
L-2B	1			
L-2C	1	1	2	
L-2D	1			5
L-2E	1	1		
L-2F	1		2	
L-2G	1			
L-4A	1		1	
L-4R	1	1		10
L-7	1		2	
L-5A	1	1	1	
L-5B	1			
L-8A	1	1	1	
L-8R	1			10

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER.

VIDEO DETECTOR CHART					
DETECTION CAMERA	ASSIGNED TO MOVEMENT	ZONE	ZONE SIZE	DELAY (SEC)	CHANNEL #
VA	1	VDZ1	6' X 40'		CH-01
	6	VDZ6A	6' X 40'		CH-19
		VDZ6B	6' X 40'		CH-20
	4	VDZ4A	6' X 40'		CH-13
		VDZ4R	6' X 40'	10	CH-14
7	VDZ7	6' X 40'		CH-27	
VB	5	VDZ5	20' X 40'		CH-17
	2	VDZ2	20' X 40'		CH-03
		VDZ2R	6' X 40'	5	CH-04
	3	VDZ3	20' X 40'		CH-11
	8	VDZ8A	6' X 40'		CH-29
	VDZ8R	6' X 40'	10	CH-30	

NOTE: IMC TO BE DONE BY VIDEO DETECTION CAMERA PROCESSOR.



NOTE: SEE FIBER SPLICING DIAGRAM FOR CONNECTION OF ETHERNET SWITCH TO FIBER OPTIC NETWORK.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

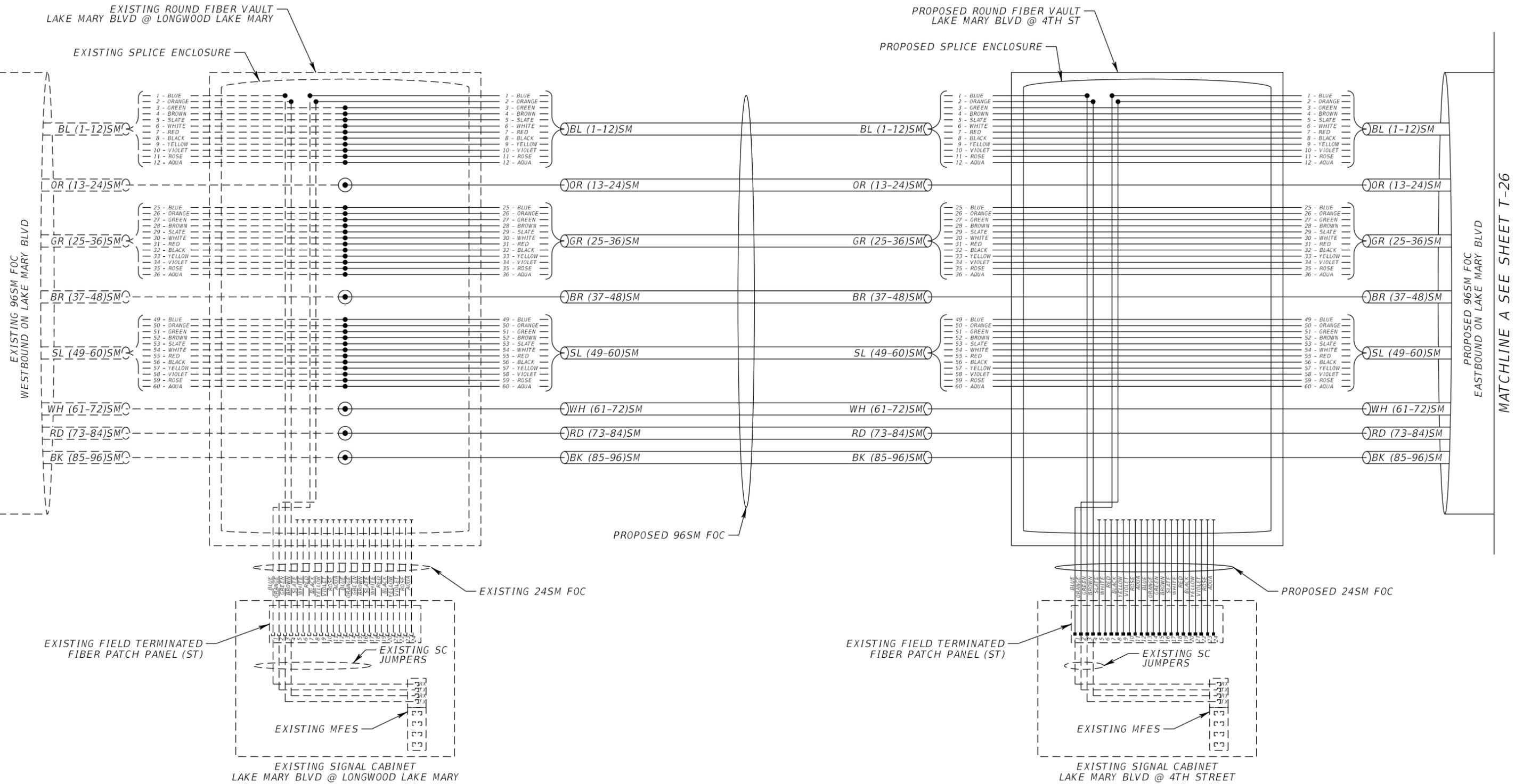
**CABINET DETAIL & WIRING DIAGRAM**

SHEET NO.  
T-26 **972**

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LEGEND

- FUSION SPLICE (PROPOSED)
- FUSION SPLICE COLOR TO COLOR (PROPOSED)
- FUSION SPLICE (EXISTING)
- SM BLUE
- BUFFER TUBE
- UNTERMINATED FIBER
- SM SINGLE MODE
- SC STD. CONNECTOR
- ⊗ BREAK EXISTING FUSION SPLICE
- CONNECTORIZED (EXISTING)
- CONNECTORIZED (PROPOSED)
- FIBER
- - - EXISTING FIBER
- ETHERNET SWITCH
- PATCH PANEL



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
			EXISTING SIGNAL CABINET LAKE MARY BLVD @ 4TH STREET

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SPLICING DIAGRAMS**

SHEET NO.	973
T-27	

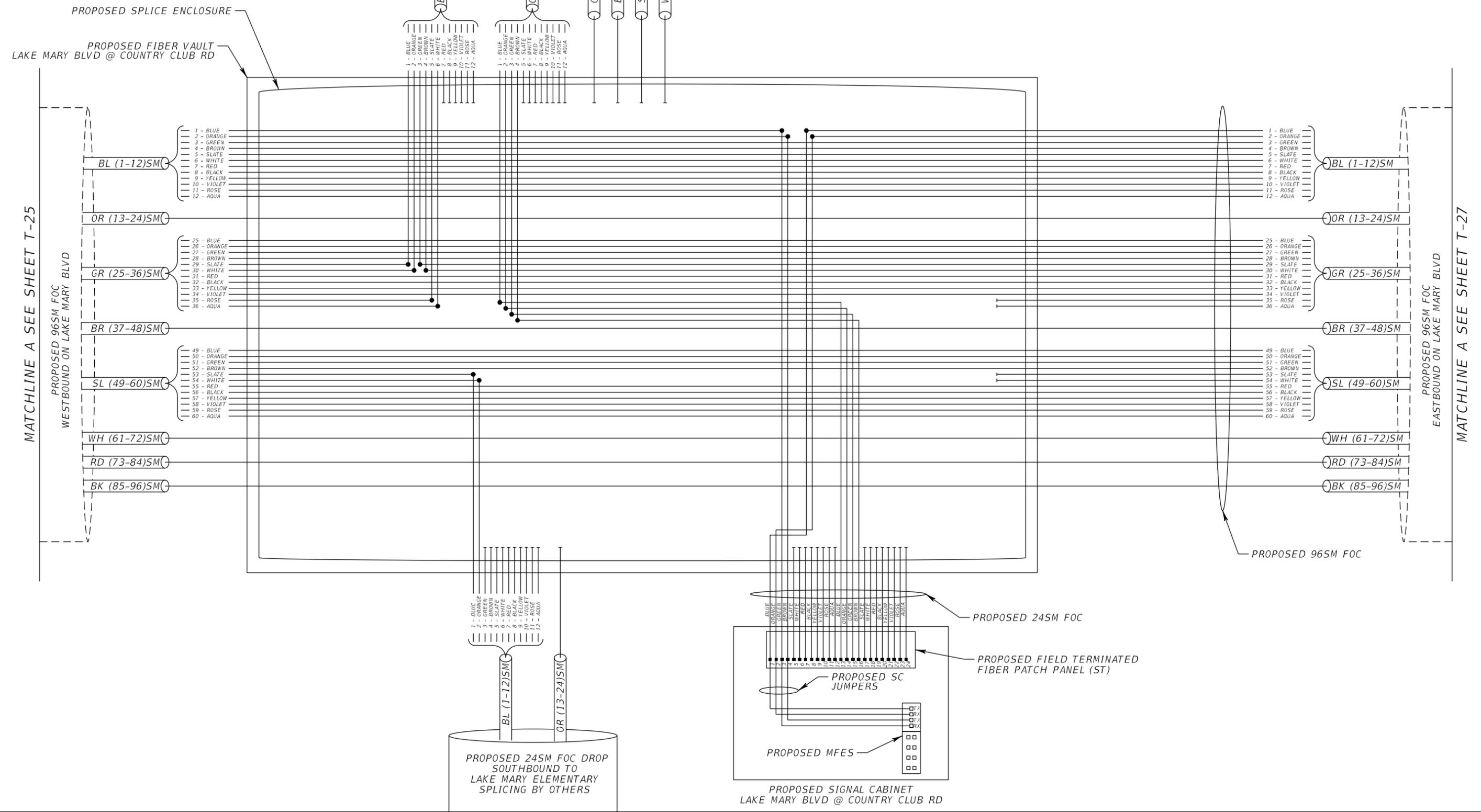
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROPOSED CONDUIT WITH PROPOSED 72SM FOC NORTHBOUND TO LAKE MARY CITY HALL SPLICING BY OTHERS

Exhibit "A"

**LEGEND**

- FUSION SPLICE (PROPOSED)
- FUSION SPLICE COLOR TO COLOR (PROPOSED)
- FUSION SPLICE (EXISTING)
- SM BLUE
- BUFFER TUBE
- UNTERMINATED FIBER
- SM SINGLE MODE
- SC STD. CONNECTOR
- ⊗ BREAK EXISTING FUSION SPLICE
- CONNECTORIZED (EXISTING)
- CONNECTORIZED (PROPOSED)
- FIBER
- - - EXISTING FIBER
- ETHERNET SWITCH
- PATCH PANEL



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SPLICING DIAGRAMS**

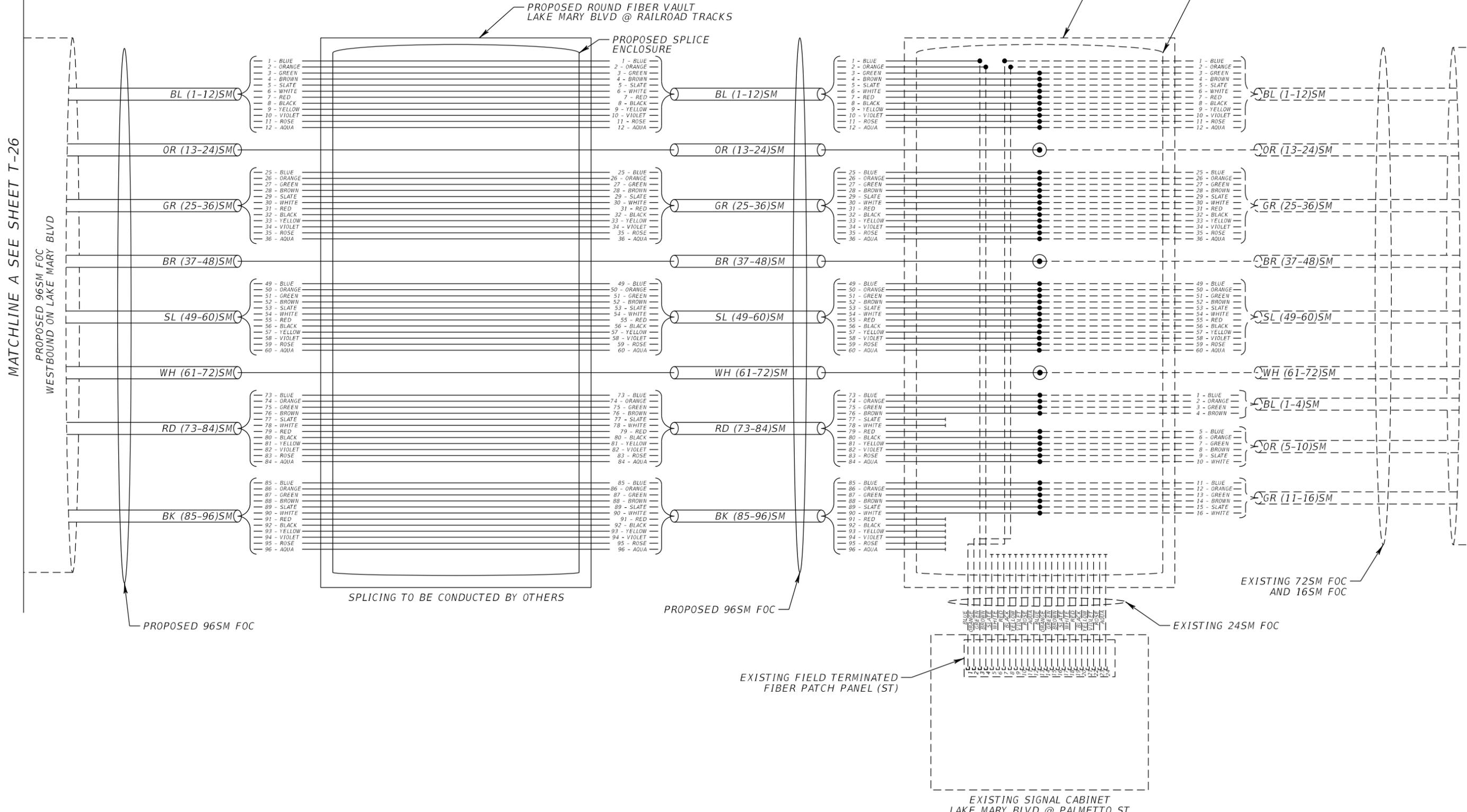
SHEET NO.  
T-28

**974**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

- FUSION SPLICE (PROPOSED)
- FUSION SPLICE COLOR TO COLOR (PROPOSED)
- FUSION SPLICE (EXISTING)
- SM BLUE (SM BLUE)
- BUFFER TUBE
- UNTERMINATED FIBER
- SM SINGLE MODE
- SC STD. CONNECTOR
- ⊠ BREAK EXISTING FUSION SPLICE
- CONNECTORIZED (EXISTING)
- CONNECTORIZED (PROPOSED)
- FIBER
- EXISTING FIBER
- ETHERNET SWITCH
- PATCH PANEL



MATCHLINE A SEE SHEET T-26

EXISTING 72SM FOC AND 16SM FOC EASTBOUND ON LAKE MARY BLVD

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

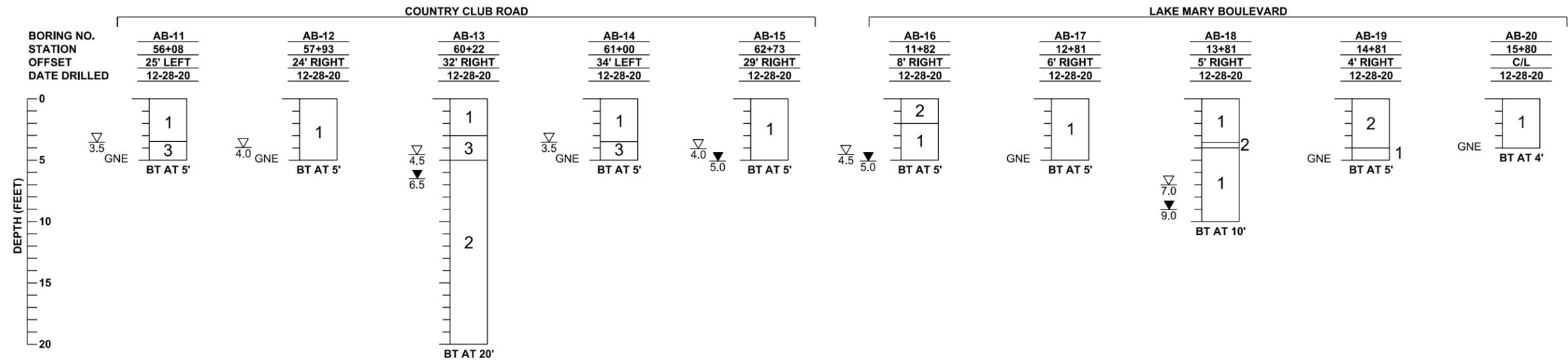
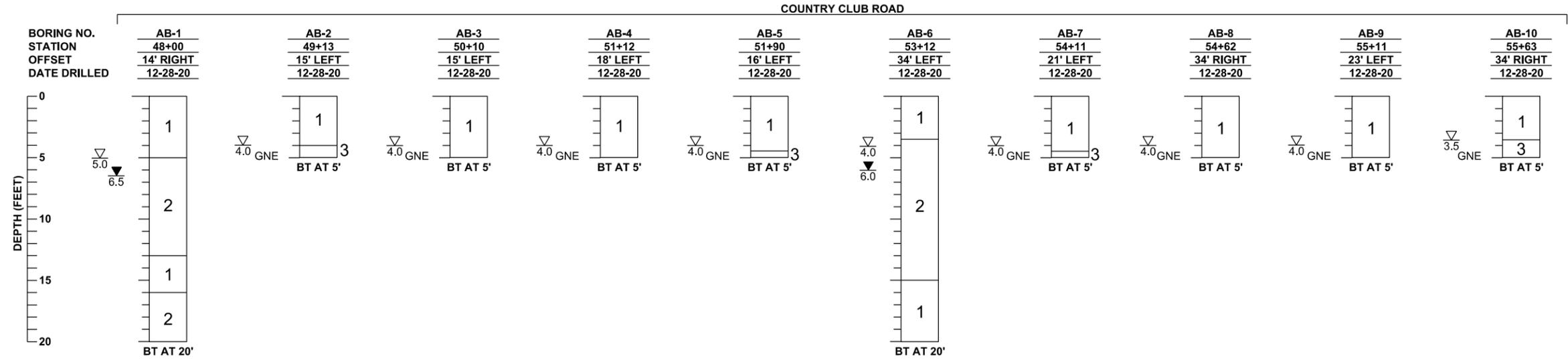
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

SPlicing DIAGRAMS

SHEET NO.  
T-29

975

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



**BORING LEGEND**

- 1 STRATUM NUMBER
- ▽ 5.0 ESTIMATED SEASONAL HIGH GROUNDWATER DEPTH (FT.)
- ▼ 6.5 ENCOUNTERED GROUNDWATER DEPTH (FT.) 24 HRS. AFTER DATE DRILLED
- GNE GROUNDWATER NOT ENCOUNTERED
- BT BORING TERMINATED AT DEPTH (FT.) INDICATED

**GENERAL NOTES**

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. AASHTO SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND LABORATORY TESTING PERFORMED.

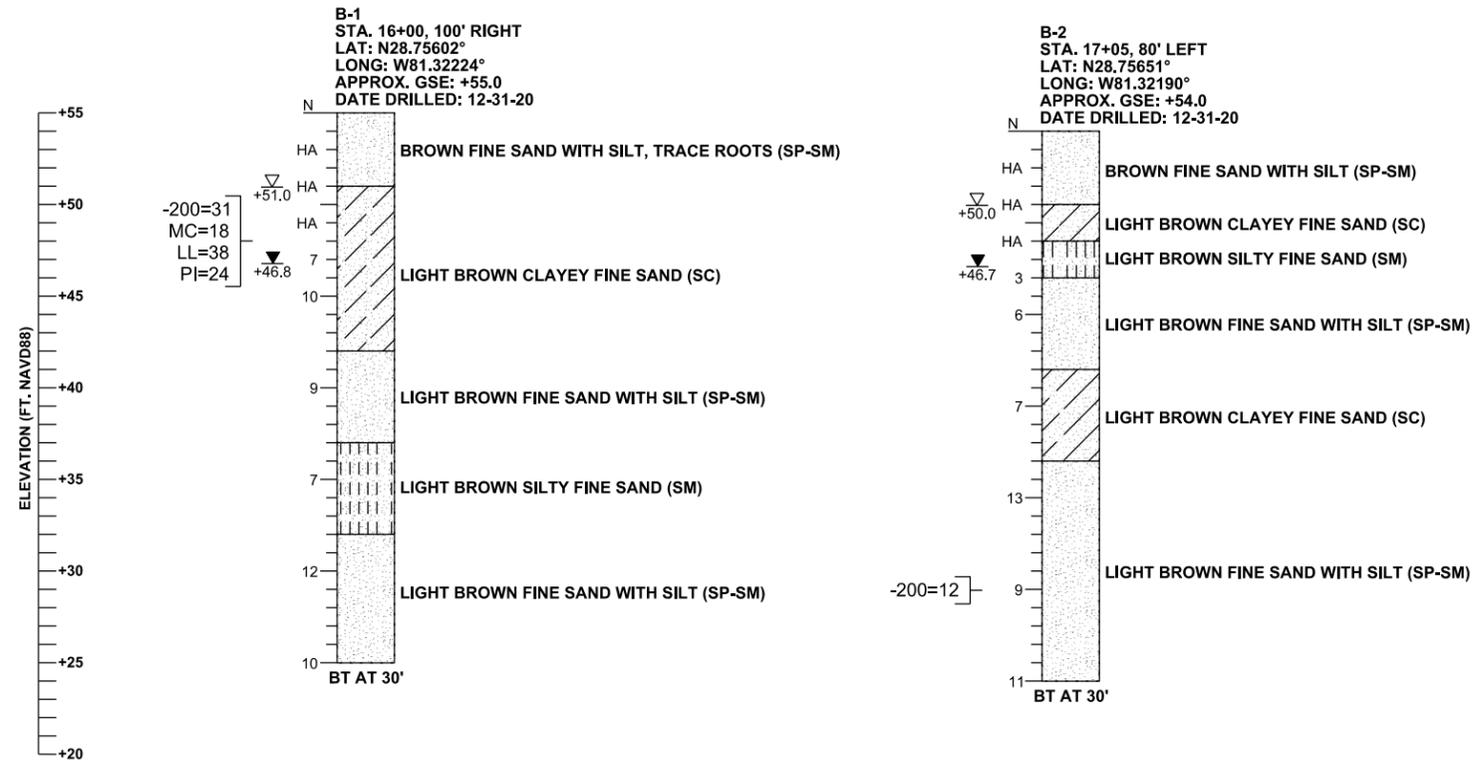
BORING LOCATIONS WERE NOT SURVEYED. BORING LOCATIONS WERE ESTABLISHED IN THE FIELD USING A SUB-METER ACCURACY GPS TRIMBLE GPS UNIT.

STRATUM NO.	AASHTO CLASSIFICATION	SOIL DESCRIPTION
1	A-3	LIGHT BROWN TO BROWN TO LIGHT GRAY TO GRAY FINE SAND TO FINE SAND WITH SILT, OCCASIONAL LITTLE LIMESTONE AND FEW ASPHALT AND ROOTS
2	A-2-4	LIGHT BROWN FINE SAND WITH SILT TO SILTY FINE SAND, OCCASIONAL FEW LIMESTONE AND ROOTS
3	A-2-6	LIGHT BROWN TO BROWN TO GRAY CLAYEY FINE SAND

**FIGURE 4**

REVISIONS				DANIEL C. STANFILL, P.E. P.E. LICENSE NUMBER 42763 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. 919 LAKE BALDWIN LANE ORLANDO, FL. 32814	LAKE MARY BLVD. AT COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS		<b>AUGER BORING RESULTS</b>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY		
						COUNTRY CLUB ROAD		SEMINOLE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



**LEGEND**

- APPROX. GSE APPROXIMATE GROUND SURFACE ELEVATION (FT. NAVD88)
- N STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT
- HA HAND AUGERED FOR UTILITY CLEARANCE
- ▽ +51.0 ESTIMATED SEASONAL HIGH GROUNDWATER ELEVATION (FT. NAVD88)
- ▼ +46.8 ENCOUNTERED GROUNDWATER ELEVATION (FT. NAVD88) 24 HRS. AFTER DATE DRILLED
- BT BORING TERMINATED AT DEPTH INDICATED
- 200= PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
- MC= PERCENT NATURAL MOISTURE CONTENT
- LL= LIQUID LIMIT
- PI= PLASTICITY INDEX
- SAND
- SAND AND SILT
- SAND AND CLAY

**GENERAL NOTES**

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. UNIFIED SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND THE LABORATORY TESTING SHOWN.

STANDARD PENETRATION TEST BORINGS WERE PERFORMED IN ACCORDANCE WITH ASTM D-1586. STANDARD PENETRATION RESISTANCES ARE SHOWN ON THE BORINGS AT THE TEST DEPTHS IN BLOWS PER FOOT UNLESS OTHERWISE NOTED.

THE BORING LOCATIONS WERE ESTABLISHED IN THE FIELD USING A SUB-METER ACCURACY TRIMBLE GPS UNIT.

APPROXIMATE GROUND SURFACE ELEVATIONS ARE BASED ON ROADWAY CROSS SECTIONS.

ACCORDING TO THE FDEP SEPTEMBER 2017 POTENTIOMETRIC CONTOURS MAP, THE POTENTIOMETRIC SURFACE OF THE FLORIDA AQUIFER IN THE VICINITY OF THE SUBJECT INTERSECTION IS APPROXIMATELY +30 FEET NGVD. THE CONTRACTOR SHALL BE PREPARED TO HANDLE ARTESIAN HEAD LEVELS UP TO +30 FEET NGVD. BASED ON REVIEW OF THE U.S.G.S. SANFORD QUADRANGLE MAP, EXISTING GROUND SURFACE ELEVATIONS ARE APPROXIMATELY +50 TO +55 FEET NGVD AND ARTESIAN CONDITIONS ARE NOT ANTICIPATED.

SPLIT SPOON SAMPLER:  
 INSIDE DIAMETER: 1.375 IN.  
 OUTSIDE DIAMETER: 2.0 IN.  
 AVERAGE HAMMER DROP: 30 IN.  
 HAMMER WEIGHT: 140 LBS.  
 HAMMER TYPE: AUTOMATIC

SECTIONS: 9 AND 16  
 TOWNSHIP: 20 SOUTH  
 RANGE: 30 EAST

**CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY OF SOIL**

AUTOMATIC HAMMER		
GRANULAR SOILS	N VALUE (blows per foot)	RELATIVE DENSITY
SANDS	0-3	VERY LOOSE
	3-8	LOOSE
	8-24	MEDIUM DENSE
	24-40	DENSE
	OVER 40	VERY DENSE
AUTOMATIC HAMMER		
NON-GRANULAR SOILS	N VALUE (blows per foot)	CONSISTENCY
SILTS, CLAYS, MUCK, PEAT	0-1	VERY SOFT
	1-3	SOFT
	3-6	FIRM
	6-12	STIFF
	12-24	VERY STIFF
	OVER 24	HARD

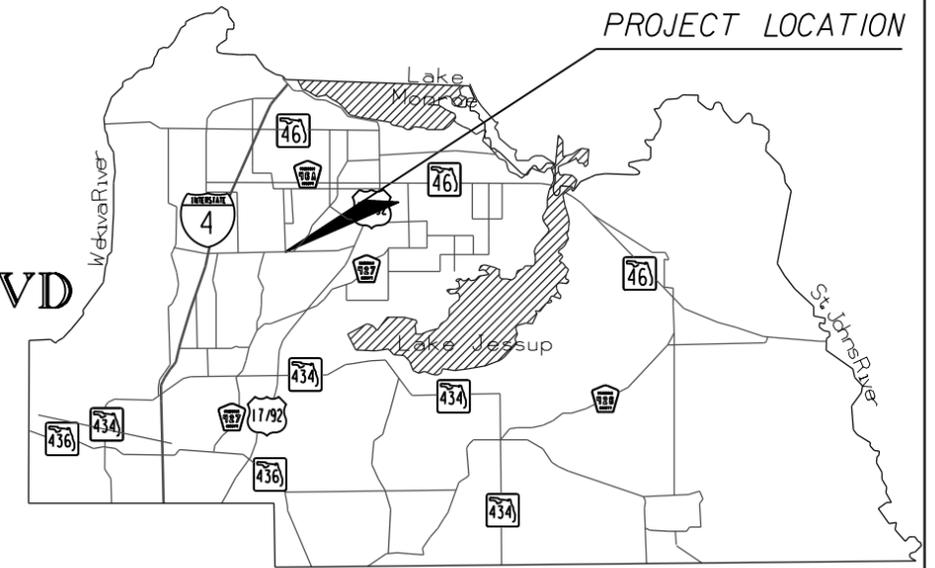
**FIGURE 5**

REVISIONS				DANIEL C. STANFILL, P.E. P.E. LICENSE NUMBER 42763 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. 919 LAKE BALDWIN LANE ORLANDO, FL 32814	LAKE MARY BLVD. AT COUNTRY CLUB ROAD INTERSECTION IMPROVEMENTS		SPT BORING RESULTS FOR MAST ARM SIGNAL POLES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD	COUNTY		
						COUNTRY CLUB ROAD		SEMINOLE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

*Exhibit "A"*  
**SEMINOLE COUNTY, FLORIDA**  
**ENGINEERING DIVISION**

**CONTRACT PLANS**  
**COUNTRY CLUB RD AT LAKE MARY BLVD**  
**INTERSECTION IMPROVEMENTS**  
**CIP NO. 01785134**



**INDEX OF SIGNING AND MARKING PLANS**

<i>SHEET NO.</i>	<i>SHEET DESCRIPTION</i>
S-1	KEY SHEET
S-2	SIGNATURE SHEET
S-3	TABULATION OF QUANTITIES
S-4	GENERAL NOTES
S-5 - S-9	SIGNING AND PAVEMENT MARKING PLAN

**BOARD OF COUNTY OF COMMISIONERS**

DISTRICT 1

BOB DALLARI

DISTRICT 2

JAY ZEMBOWER

DISTRICT 3

LEE CONSTANTINE

DISTRICT 4

AMY LOCKHART

DISTRICT 5

ANDRIA HERR

DIRECTOR OF PUBLIC WORKS:  
 JEAN JREIJ, P.E.

SIGNING AND MARKING PLANS  
 ENGINEER OF RECORD:

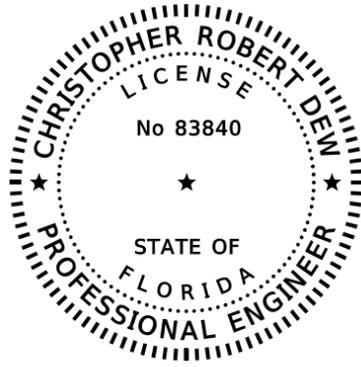
CHRISTOPHER R DEW, P.E.  
 P.E. NO.: 83840  
 METRIC ENGINEERING INC  
 525 TECHNOLOGY PARK #153  
 LAKE MARY, FL 32746  
 VENDOR NO.: F-59-1685550

SEMINOLE COUNTY  
 PROJECT MANAGER:  
 HAROLD MCKNIGHT

FISCAL YEAR	SHEET NO.
24	S-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THIS DOCUMENT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:



ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK - SUITE 153  
LAKE MARY, FLORIDA 32746  
CERTIFICATE OF AUTHORIZATION 2294  
CHRISTOPHER R. DEW, P.E. NO. 83840

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	SIGNATURE SHEET
S-3	TABULATION OF QUANTITIES
S-4	GENERAL NOTES
S-5 - S-9	SIGNING AND PAVEMENT MARKING PLAN

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		S-2
					COUNTRY CLUB ROAD	01785134		

Exhibit "A"  
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			S-5		S-6		S-7		S-8		S-9		PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4		8		11		6		2						31		31	
700-1-50	SINGLE POST SIGN, RELOCATE	AS					2		1		1						4		4	
700-1-60	SINGLE POST SIGN, REMOVE	AS	4		6		9		4		2						25		25	
705-10-1	OBJECT MARKER, TYPE 1	EA					2										2		2	
706-1-3	RAISED PAVEMENT MARKING, TYPE B	EA																		
*	RETRO-REFLECTIVE PAVEMENT MARKERS, WHITE-RED	EA	5		30		102		31		37						205		205	
*	RETRO-REFLECTIVE PAVEMENT MARKERS, MONO-YELLOW	EA					60										60		60	
*	RETRO-REFLECTIVE PAVEMENT MARKERS, YELLOW-YELLOW	EA	52		83		20		18								173		173	
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.125		0.219		0.527		0.189		0.176						1.235		1.235	
711-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM							0.012								0.012		0.012	
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR CROSSWALK & ROUNDABOUT, 12"	LF	227		663		1905										2795		2795	
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF	44		29		249		44								366		366	
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM					0.038				0.078						0.116		0.116	
710-11-133	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 3'-9' SKIP DROP LINE AND APPROACH TO TOLL PLAZA, 12"	GM					0.037		0.051								0.088		0.088	
710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.009		0.054		0.126		0.021		0.111						0.320		0.320	
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1				5		2		1						9		9	
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	1		10		25		8		7						51		51	
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.130		0.217		0.217		0.116		0.088						0.767		0.767	
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, FOR DIAGONAL OR CHEVRON, 18"	LF	22		52												74		74	
710-11-241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE /6-10 DOTTED EXTENSION, 6"	GM	0.030				0.049		0.010								0.089		0.089	
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF					8										8		8	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	227		561		1905										2693		2693	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	44		29		249		44								366		366	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.009		0.054		0.126		0.021		0.111						0.320		0.320	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA					2										2		2	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	1		10		21		2		6						40		40	
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	22		52												74		74	
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.030				0.049		0.010								0.089		0.089	
711-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF			102												102		102	
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1				2				1						4		4	
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA					2				1						3		3	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.125		0.219		0.491		0.084		0.176						1.094		1.094	
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM					0.038				0.078						0.116		0.116	
711-16-133	THERMOPLASTIC, STANDARD-OTHER SURFACES WHITE, SKIP, 12"- APPROACH TO TOLL PLAZA OR 3-9 LANE DROP	GM					0.037		0.051								0.088		0.088	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID 6"	GM	0.130		0.217		0.188		0.006		0.088						0.628		0.628	

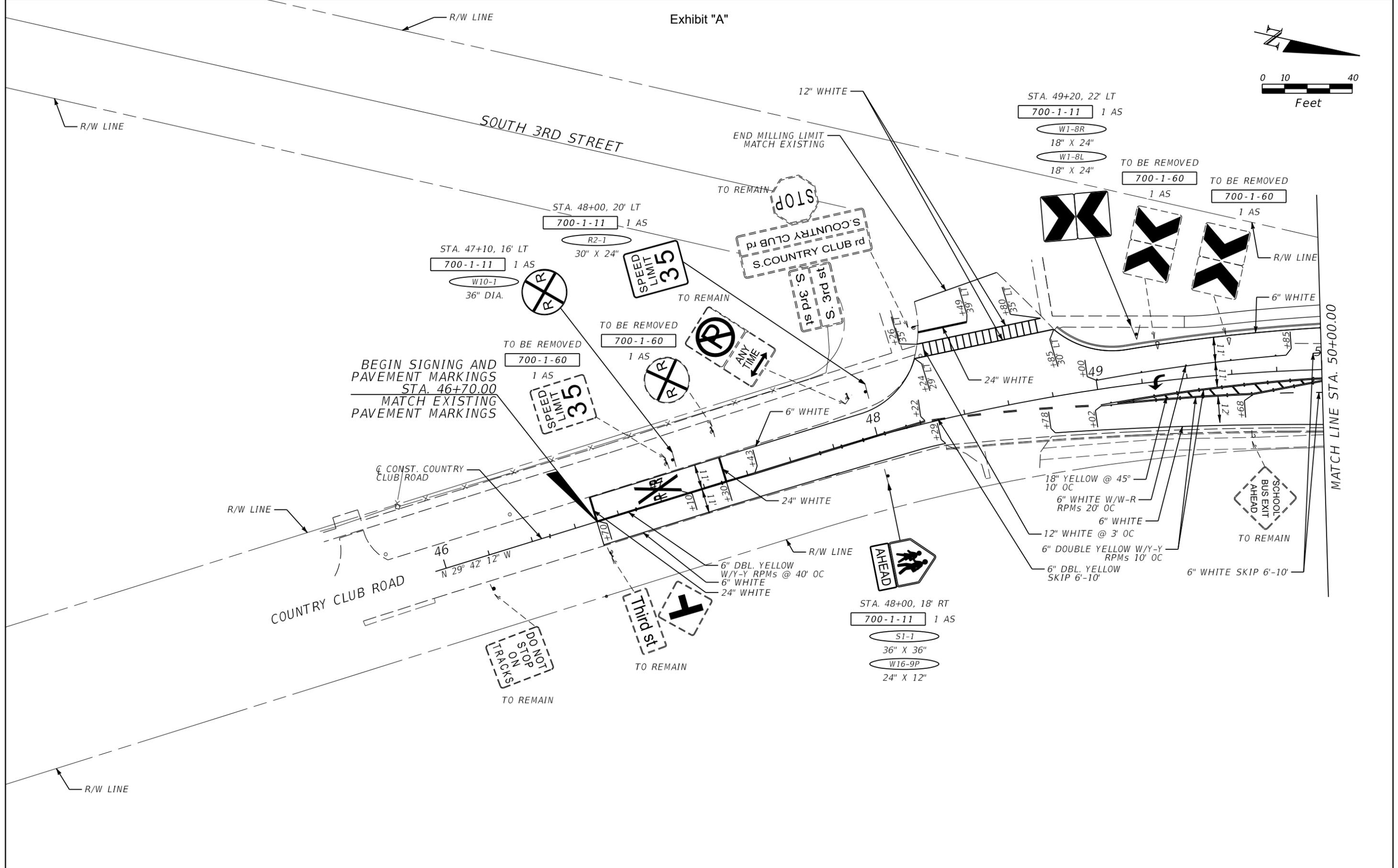
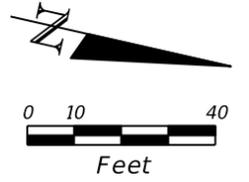
THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		TABULATION OF QUANTITIES	SHEET NO. S-3	980
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID			
					COUNTRY CLUB ROAD	01785134			

SIGNING AND PAVEMENT MARKING GENERAL NOTES:

- COORDINATE WITH LYNX, PROVIDING AT LEAST 14 DAYS NOTICE TO REMOVE OR RELOCATE SIGNS AND BENCHES. COORDINATE WITH THE LYNX BUS STOP COORDINATOR AT (407) 254-6180 AND LYNX FACILITIES MAINTENANCE AT (407) 254-6010.

REVISIONS				CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746	SEMINOLE COUNTY ENGINEERING DIVISION		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NAME	PROJECT ID		S-4
					COUNTRY CLUB ROAD	01785134		



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

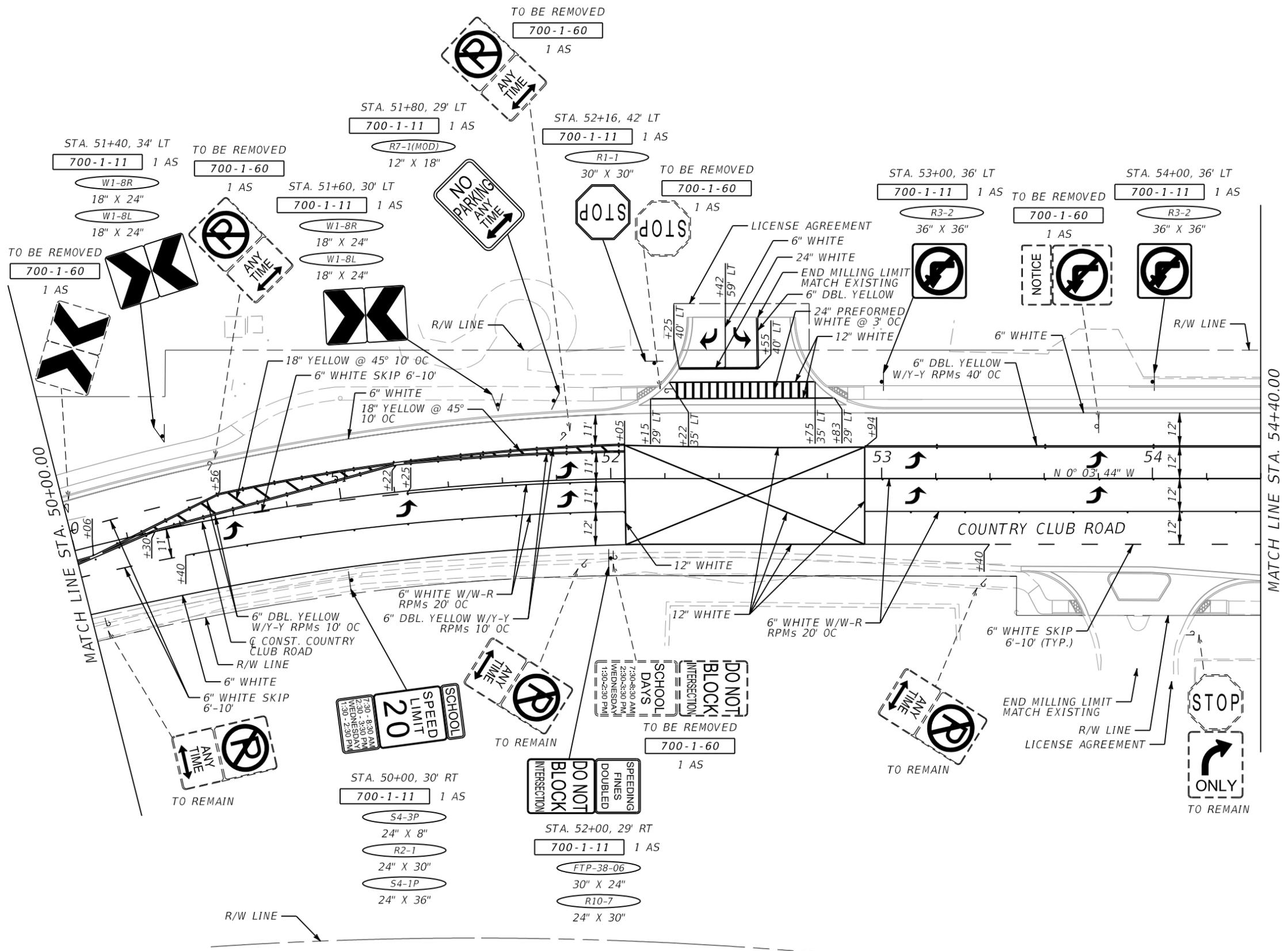
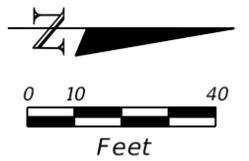
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SIGNING AND PAVEMENT MARKING PLAN**

SHEET NO.  
 S-5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

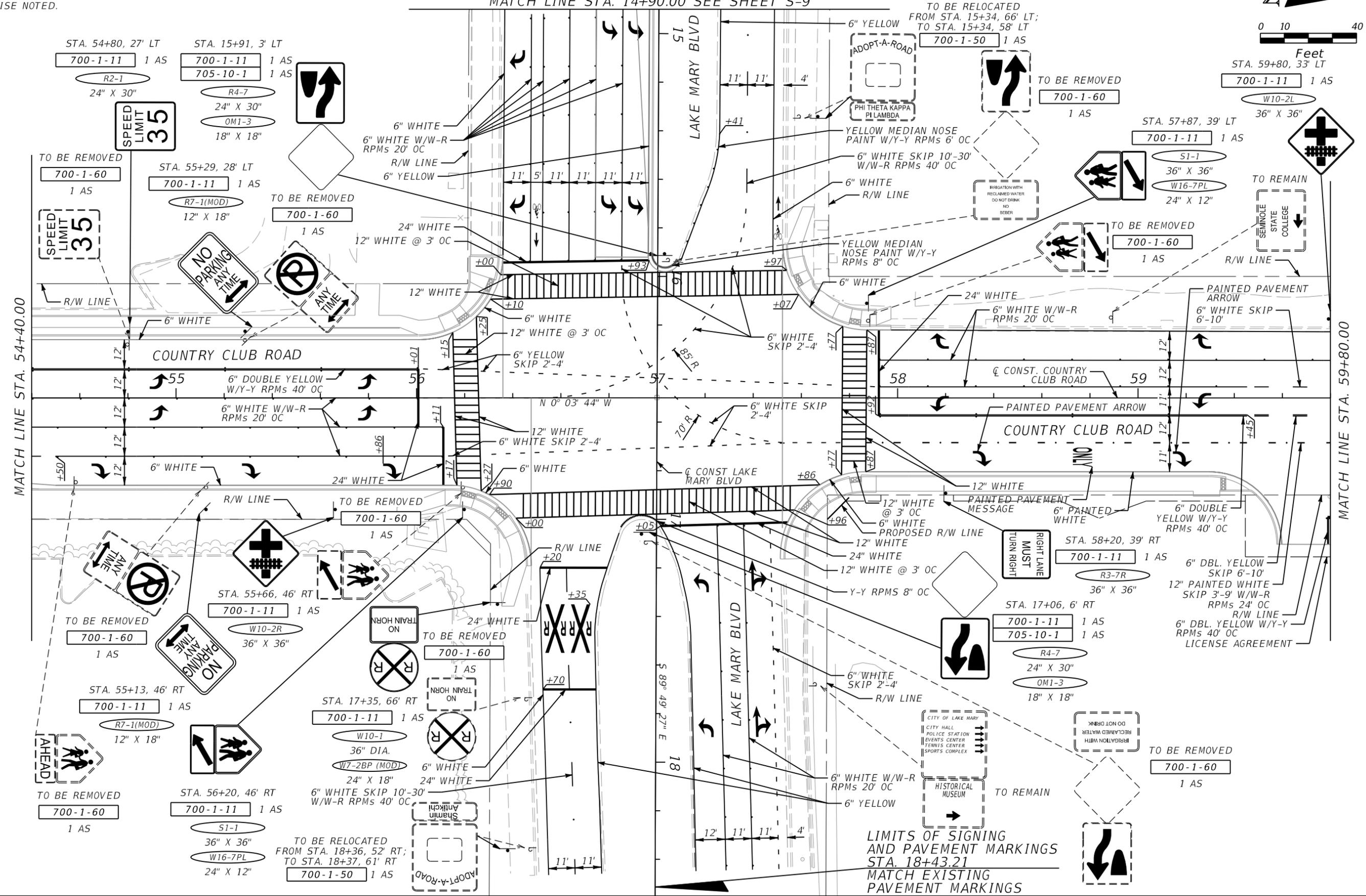
**SIGNING AND PAVEMENT MARKING PLAN**

SHEET NO. S-6 **983**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOTE: NORTH OF LAKE MARY BLVD ALL NORTHBOUND MARKINGS SHALL BE PAINTED. ALL SOUTHBOUND MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.

Exhibit "A"  
MATCH LINE STA. 14+90.00 SEE SHEET S-9



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

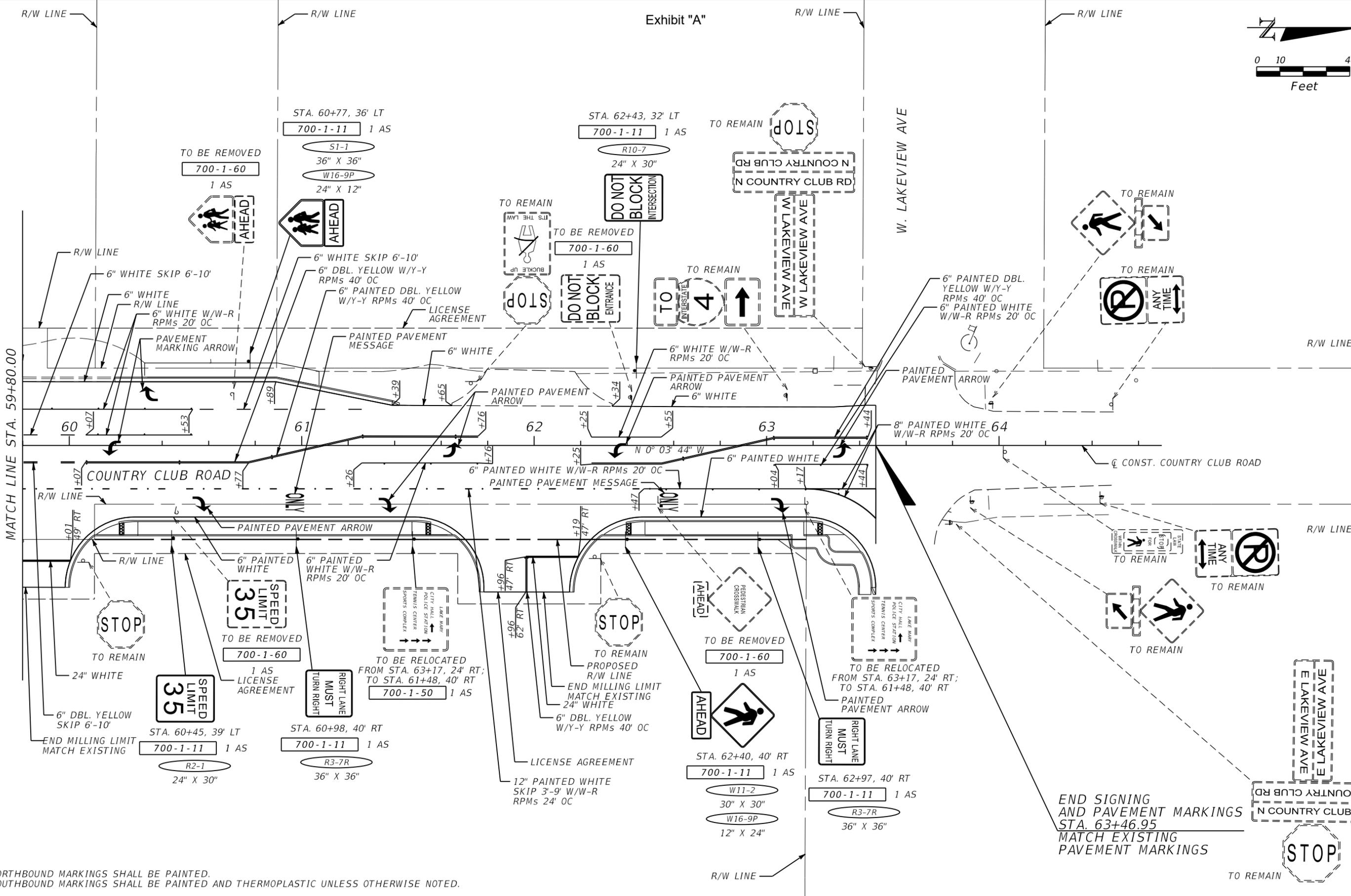
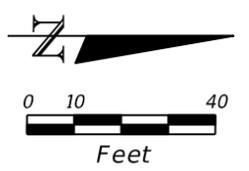
SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SIGNING AND PAVEMENT MARKING PLAN**

SHEET NO. S-7 984

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit "A"



NOTE:  
 ALL NORTHBOUND MARKINGS SHALL BE PAINTED.  
 ALL SOUTHBOUND MARKINGS SHALL BE PAINTED AND THERMOPLASTIC UNLESS OTHERWISE NOTED.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

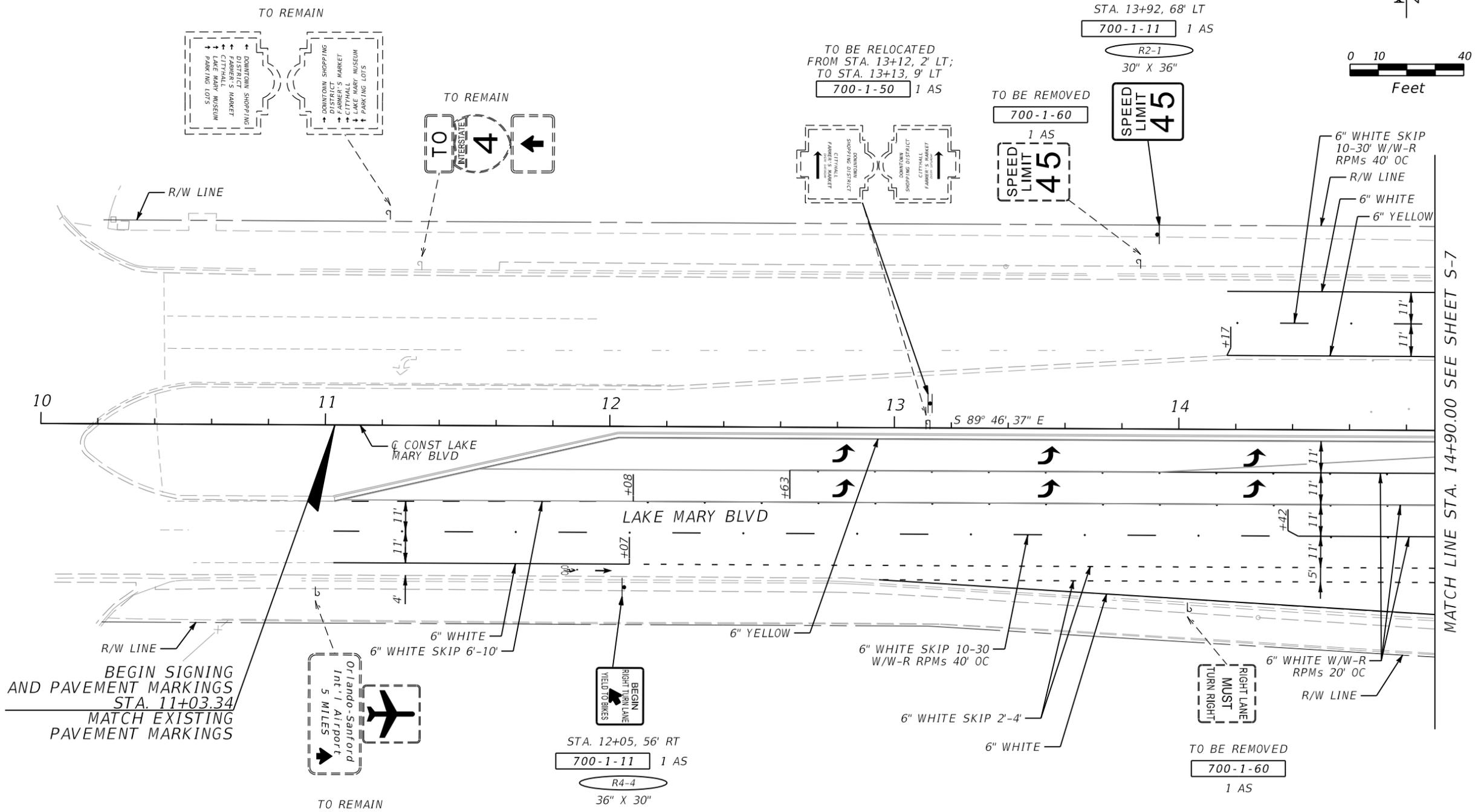
CHRISTOPHER R. DEW, P.E.  
 P.E. LICENSE NUMBER 83840  
 METRIC ENGINEERING, INC.  
 525 TECHNOLOGY PARK, SUITE 153  
 LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

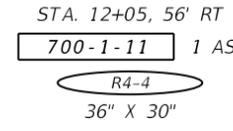
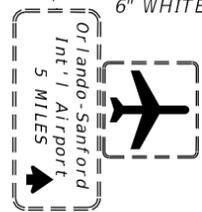
**SIGNING AND PAVEMENT MARKING PLAN**

SHEET NO. S-8 985

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



BEGIN SIGNING AND PAVEMENT MARKINGS STA. 11+03.34  
MATCH EXISTING PAVEMENT MARKINGS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.  
P.E. LICENSE NUMBER 83840  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION	
PROJECT NAME	PROJECT ID
COUNTRY CLUB ROAD	01785134

**SIGNING AND PAVEMENT MARKING PLAN**

SHEET NO. S-9 986

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Exhibit "A"

# St. Johns River

## Water Management District

Ann B. Shortelle, Ph.D., Executive Director

601 South Lake Destiny Road, Suite 200 • Maitland, FL 32751 • 407-659-4800 • [www.sjrwmd.com](http://www.sjrwmd.com)

June 24, 2021

Dino Lucarelli  
Metric Engineering  
100 East 1st Street  
Sanford, FL 32771-1302  
Sent via email: [dlucarelli@seminolecountyfl.gov](mailto:dlucarelli@seminolecountyfl.gov)

Re: Country Club Rd at Lake Mary Blvd - Intersection Improvements  
PDEX: 168078-1  
**(Please reference the exemption number on all correspondence.)**

Dear Mr. Lucarelli:

On March 26, 2021, the St. Johns River Water Management District received your application, construction plans, drainage report, and determination fee requesting an exemption verification for the above referenced safety improvement project. Based on this submittal, the proposed project involves the construction of multiple turn lane improvements at Lake Mary Boulevard and Country Club Road with associated stormwater conveyance adjustments and milling and resurfacing.

Pursuant to 62-330.051(4)(c), Florida Administrative Code (F.A.C.), an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (407) 659-4871 or by email at [sjoiner@sjrwmd.com](mailto:sjoiner@sjrwmd.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Joiner".

Sandra Joiner, P.E.  
Supervising Professional Engineer  
Division of Regulatory Services

CC: Regulatory File

---

#### GOVERNING BOARD

Douglas Burnett, CHAIRMAN  
ST. AUGUSTINE

Doug Bourmique  
VERO BEACH

Rob Bradley, VICE CHAIRMAN  
FLEMING ISLAND

Cole Oliver  
MERRITT ISLAND

Susan Dolan, SECRETARY  
SANFORD

J. Chris Peterson  
WINTER PARK

Ron Howse, TREASURER  
COCOA

Janet Price  
FERNANDINA BEACH

Alicia Lowenstein, DEP CD

*Sent via email:* [Alicia.lowenstein@floridadep.gov](mailto:Alicia.lowenstein@floridadep.gov)

Jessica Bloomfield, Metric Engineering

*Sent via email:* [JBloomfield@metriceng.com](mailto:JBloomfield@metriceng.com)



**LAKE MARY AT COUNTRY CLUB INTERSECTION IMPROVEMENTS**  
**CIP # 01785134**

## BID TABULATION

ITEM NUMBER	ITEM	UNIT	QUANTITY	UNIT PRICE	PROJECT PRICE
102-99	CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY)	ED	180	\$ 25.70	\$ 4,626.00
104-10-3	SEDIMENT BARRIER	LF	1425	\$ 3.05	\$ 4,346.25
104-18	INLET PROTECTION SYSTEM	EA	14	\$ 85.00	\$ 1,190.00
107-1	LITTER REMOVAL	AC	1.49	\$ 6,292.00	\$ 9,375.08
107-2	MOWING	AC	0.80	\$ 5,156.25	\$ 4,125.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1181	\$ 43.20	\$ 51,019.20
120-1	REGULAR EXCAVATION	CY	1417	\$ 59.25	\$ 83,957.25
120-6	EMBANKMENT	CY	38.0	\$ 153.00	\$ 5,814.00
160-4	TYPE B STABILIZATION	SY	2433	\$ 23.10	\$ 56,202.30
285-709	OPTIONAL BASE, BASE GROUP 09	SY	1846	\$ 71.10	\$ 131,250.60
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG DEPTH)	SY	8702	\$ 13.50	\$ 117,477.00
334-1-13	SUPERPAVE, ASPHALTIC CONCRETE, TRAFFIC C	TN	178.8	\$ 225.00	\$ 40,230.00
337-7-82	ASPHALT CONCRETE FRICTION COURSE (TRAFFIC C) (PG76-22) (FC-9.5)	TN	584	\$ 255.00	\$ 148,920.00
425-1-341	INLETS, CURB TYPE P-4, <10'	EA	1	\$ 10,500.00	\$ 10,500.00
425-1-351	INLETS, CURB TYPE P-5, <10'	EA	2	\$ 12,690.00	\$ 25,380.00
425-1-361	INLETS, CURB TYPE P-6, <10'	EA	2	\$ 10,190.00	\$ 20,380.00
425-1-521	INLETS, DT BOT, TYPE C, <10'	EA	2	\$ 5,875.00	\$ 11,750.00
425-2-61	MANHOLE, P-8, <10'	EA	3	\$ 6,375.00	\$ 19,125.00
425-4	INLET, ADJUST	EA	1	\$ 4,562.50	\$ 4,562.50
430-175-115	CONCRETE PIPE CULVERT, S/CD, CLASS III, 15"	LF	78	\$ 357.25	\$ 27,865.50
430-175-118	CONCRETE PIPE CULVERT, S/CD, CLASS III, 18"	LF	196	\$ 214.65	\$ 42,071.40
430-175-218	ELLIPTICAL CONCRETE PIPE CULVERT, S/CD, CLASS HE-III, 14"x23"	LF	310	\$ 237.00	\$ 73,470.00
430-175-224	ELLIPTICAL CONCRETE PIPE CULVERT, S/CD, CLASS HE-III, 19"x30"	LF	8	\$ 758.75	\$ 6,070.00
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM, F&I	LF	133	\$ 76.10	\$ 10,121.30
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	1965	\$ 38.70	\$ 76,045.50
520-2-1	CONCRETE CURB, TYPE A	LF	1014	\$ 38.65	\$ 39,191.10
520-2-2	CONCRETE CURB, TYPE B	LF	61	\$ 92.20	\$ 5,624.20
520-3	CONCRETE VALLEY GUTTER	LF	144	\$ 75.50	\$ 10,872.00
522-1	CONCRETE SIDEWALK 4" THICK	SY	557	\$ 65.50	\$ 36,483.50
522-2	CONCRETE SIDEWALK 6" THICK	SY	243	\$ 72.55	\$ 17,629.65
527-2	DETECTABLE WARNING (PERFORMED THERMOPLASTIC)	SF	166	\$ 37.65	\$ 6,249.90
570-1-2	PERFORMANCE TURF, SOD	SY	1621	\$ 10.78	\$ 17,474.38
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	990	\$ 36.35	\$ 35,986.50
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2515	\$ 45.70	\$ 114,935.50
632-7-1	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, F&I	LF	2295	\$ 5.95	\$ 13,655.25
632-7-6	SIGNAL CABLE REMOVE- INTERSECTION	LF	2000	\$ 1.32	\$ 2,640.00
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	1620	\$ 3.75	\$ 6,075.00
633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	LF	9100	\$ 4.20	\$ 38,220.00
633-1-620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	6835	\$ 2.40	\$ 16,404.00
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	208	\$ 67.50	\$ 14,040.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	48	\$ 112.50	\$ 5,400.00
633-3-11	FIBER OPTIC CONNECTION, HARDWARE, F&I, SPLICE ENCLOSURE	EA	4	\$ 2,175.00	\$ 8,700.00
633-3-12	FIBER OPTIC CONNECTION, HARDWARE, F&I, SPLICE TRAY	EA	17	\$ 135.00	\$ 2,295.00

633-3-16	FIBER OPTIC CONNECTION, HARDWARE, F&I, PATCH PANEL-FIELD TERMINATED	EA	1	\$	2,700.00	\$	2,700.00
635-2-11	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	EA	30	\$	2,335.50	\$	70,065.00
635-2-12	PULL & SPLICE BOX, F&I, 24"x36" COVER SIZE (24" DEEP)	EA	6	\$	4,139.70	\$	24,838.20
635-2-13	PULL & SPLICE BOX, F&I, 30"x60" RECT. OR 36" ROUND COVER SIZE (24" DEEP)	EA	6	\$	7,564.60	\$	45,387.60
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	1	\$	5,211.25	\$	5,211.25
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	150	\$	10.90	\$	1,635.00
641-2-12	PRESTRESSES CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA	1	\$	3,118.60	\$	3,118.60
641-2-60	PRESTRESSES CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	EA	2	\$	1,059.00	\$	2,118.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8	\$	4,481.00	\$	35,848.00
649-21-3	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 40'	EA	1	\$	133,303.50	\$	133,303.50
649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, SINGLE ARM 60'	EA	3	\$	83,725.70	\$	251,177.10
649-26-3	STEEL MAST ARM ASSEMBLY, REMOVE, SHALLOW FOUNDATION-BOLT ON ATTACHMENT	EA	4	\$	10,524.00	\$	42,096.00
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	14	\$	2,037.50	\$	28,525.00
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8	\$	1,565.70	\$	12,525.60
660-1-110	LOOP DETECTOR, INDUCTIVE, F&I, TYPE 10	EA	8	\$	656.70	\$	5,253.60
660-2-102	LOOP ASSEMBLY - F&I, TYPE B	AS	8	\$	1,603.65	\$	12,829.20
660-2-106	LOOP ASSEMBLY - F&I, TYPE F	AS	16	\$	1,792.65	\$	28,682.40
660-4-41	VEHICLE DETECTION SYSTEM-VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	\$	1,980.00	\$	1,980.00
660-4-42	VEHICLE DETECTION SYSTEM-VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	2	\$	3,840.00	\$	7,680.00
660-6-421	VEHICLE DETECTION SYSTEM-AVI, BLUETOOTH RELOCATE, CABINET EQUIPMENT	EA	1	\$	2,640.00	\$	2,640.00
660-6-422	VEHICLE DETECTION SYSTEM-AVI, BLUETOOTH RELOCATE, ABOVE GROUND EQUIPMENT	EA	1	\$	3,390.00	\$	3,390.00
663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	4	\$	3,696.00	\$	14,784.00
663-1-121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, GPS, CABINET ELECTRONICS	EA	1	\$	11,905.60	\$	11,905.60
663-1-122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, GPS, DETECTOR	EA	1	\$	10,435.00	\$	10,435.00
665-1-11	PEDESTRIAN DETECTOR. F&I, STANDARD	EA	8	\$	593.00	\$	4,744.00
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1	\$	68,973.30	\$	68,973.30
670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	\$	2,112.00	\$	2,112.00
682-1-113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE-PRESSURIZED, IP, HIGH DEFINITION	EA	1	\$	10,200.00	\$	10,200.00
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	1	\$	5,625.00	\$	5,625.00
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH & INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	\$	14,619.70	\$	14,619.70
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4	\$	12,621.00	\$	50,484.00
700-11-321	ELECTRONIC DISPLAY SIGN, F&I OVERHAED MOUNT-AC POWERED, REGULATOR SIGN, UP TO 12 SF	AS	4	\$	8,252.65	\$	33,010.60
700-1-11	SIGNLE POST SIGN, F&I GROUT MOUNT (UP TO 12 SF)	AS	31	\$	481.25	\$	14,918.75
700-1-50	SIGNLE POST SIGN, RELOCATE	AS	5	\$	187.50	\$	937.50
700-1-60	SIGNLE POST SIGN, REMOVE	AS	24	\$	62.50	\$	1,500.00
705-10-1	OBJECT MARKER, TYPE 1	EA	2	\$	331.25	\$	662.50
706-1-1	RAISED PAVEMENT MARKINGS, TYPE B	EA	438	\$	5.00	\$	2,190.00
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	LF	6523	\$	0.45	\$	2,935.35
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 8"	LF	64	\$	0.55	\$	35.20
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 12" FOR CROSSWALK & ROUNDABOUT	LF	2693	\$	1.90	\$	5,116.70
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 24" FOR STOP LINE OR CROSSWALK	LF	468	\$	3.75	\$	1,755.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6" 10-30 OR 3-9 LANE DROP	LF	614	\$	0.20	\$	122.80
710-11-133	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 3'-9" SKIP DROP LINE, 12"	GM	0.088	\$	2,640.00	\$	232.32
710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXT.6"	LF	1691	\$	0.20	\$	338.20
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	9	\$	31.25	\$	281.25
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	51	\$	31.25	\$	1,593.75
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	LF	4049	\$	0.45	\$	1,822.05
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, FOR DIAGONAL ORCHEVRON, 18"	LF	74	\$	3.15	\$	233.10
710-11-241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXT.6"	LF	472	\$	0.20	\$	94.40
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	8	\$	3.15	\$	25.20
711-11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	5777	\$	1.75	\$	10,109.75
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	2693	\$	4.40	\$	11,849.20
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE OR CROSSWALK	LF	366	\$	6.90	\$	2,525.40
711-11-131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6" 10-30 OR 3-9 LANE DROP	LF	614	\$	0.60	\$	368.40







**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONSTRUCTION FORMS**  
**EXHIBIT TO THE AGREEMENT**

**TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT**

<b>Application for Payment</b> .....	C-01
Continuation Sheet for Application for Payment.....	C-01 (2)
<b>Change Order Form</b> .....	C-02
<b>Shop Drawing Submittals</b> .....	C-03
<b>Authorized Field Change (AFC)</b> .....	C-04
<b>Certificate of Substantial Completion</b> .....	C-05
<b>Certificate of Final Completion</b> .....	C-06
<b>Contractor’s Release</b> .....	C-07
<b>Contractor’s Waiver of Lien (Partial)</b> .....	C-08
<b>Subcontractor’s Waiver of Lien (Partial)</b> .....	C-09
<b>Contractor’s Waiver of Lien (Final and Complete)</b> .....	C-10
<b>Subcontractor’s Waiver and Release of Lien (Final)</b> .....	C-11
<b>Consent of Surety to Final Payment</b> .....	C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: \_\_\_\_\_ Payment Application 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 CHANGEORDER ..... \$ \_\_\_\_\_
- 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 minus Line 6)..... \$ \_\_\_\_\_

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through \_\_\_) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

By: \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.(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

Identification Type: \_\_\_\_\_

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_





SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Change Order No.: \_\_\_\_\_ Work Order No.: (if applicable) \_\_\_\_\_

Original Contract / Work Order Amount: \$ \_\_\_\_\_

Amount prior to this Change Order, if different: \$ \_\_\_\_\_

Change Order Amount: [ ] Increase [ ] Decrease [ ] No Change \$ \_\_\_\_\_

Revised Contract / Work Order Amount including this Change Order: \$ \_\_\_\_\_

Change Order Time: [ ] Increase [ ] Decrease [ ] No Change \_\_\_\_\_ Days

Date of Substantial Completion through this Change Order: \_\_\_\_\_

Date of Final Completion through this Change Order: \_\_\_\_\_

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order \_\_\_\_\_ does or \_\_\_\_\_ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:

Architect / Engineer of Record:

Contractor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASING AND CONTRACTS DIVISION:

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

[ ] For Board approved Items: Meeting Date: \_\_\_\_\_ Item # \_\_\_\_\_

Seminole County Board of County Commissioners

**SHOP DRAWING SUBMITTALS**

Date: \_\_\_\_\_

Submittal #: \_\_\_\_\_

**ENGINEER OF RECORD:**

**CONTRACTOR:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_  
 Project Manager

Project Name: \_\_\_\_\_

Contract No.: \_\_\_\_\_ CIP# \_\_\_\_\_ Contractor: \_\_\_\_\_

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: \_\_\_\_\_  
 \_\_\_\_\_

**TO BE COMPLETED BY ENGINEER OF RECORD:**

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: \_\_\_\_\_

Date: \_\_\_\_\_

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**AUTHORIZED FIELD CHANGE (AFC)**

<b>FIELD ORDER NO.:</b>	
<b>AGREEMENT TITLE:</b>	
<b>CONTRACT NO.:</b>	
<b>CIP #:</b>	
<b>CONTRACTOR:</b>	
<b>ARCHITECT/ENGINEER:</b>	
<b>AGREEMENT DATE:</b>	
<b>CONTRACT DAY:</b>	_____ <b>OF</b> _____
<p>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.</p>	

<b>I. Minor Variations Authorized:</b>	
<b>II. Justification</b>	
<b>III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.</b>	
<b>This AFC authorized by:</b>  Includes _____ attachments:	_____ <b>ARCHITECT/ENGINEER</b> <b>By:</b> _____  <b>Date:</b> _____
<b>Receipt of this AFC:</b>  <b>Acknowledged By:</b>	_____ <b>CONTRACTOR</b> <b>By:</b> _____  <b>Date:</b> _____

**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 Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:**

To: \_\_\_\_\_ (Print)  
Architect/Engineer of Record

To: \_\_\_\_\_ (Print)  
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

\_\_\_\_\_  
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ calendar days of the above date of Substantial Completion.

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/ENGINEER on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ARCHITECT/ENGINEER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Accepted by CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Executed by County's PROJECT MANAGER on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**PROJECT MANAGER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**Seminole County Board of County Commissioners**

**CERTIFICATE OF FINAL COMPLETION**  
Construction Projects

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Master Agreement (if applicable): \_\_\_\_\_

CIP No.: \_\_\_\_\_

**This Certificate of Final Completion applies to all work under the Contract Documents.**

To: \_\_\_\_\_ (Print)  
Architect/Engineer of Record

To: \_\_\_\_\_ (Print)  
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on \_\_\_\_\_ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ARCHITECT/ENGINEER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Accepted by CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Accepted by SEMINOLE COUNTY on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Procurement Administrator

**As authorized by Section 3.554, Seminole County  
Administrative Code**

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 #

Contractor: \_\_\_\_\_ CIP No.: \_\_\_\_\_

BEFORE ME, the undersigned authority in said County and State, appeared \_\_\_\_\_
(Name of Affiant) who, being duly sworn and personally know to me,
deposes and says that he/she is \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_
(Full Legal Company Name), a company and/or corporation authorized to do business
under the laws of Florida, which is the CONTRACTOR on \_\_\_\_\_
(Agreement Title), located in Seminole County, Florida, dated the day of
\_\_\_\_\_, 20\_, that the deponent is duly authorized to make this affidavit by resolution of the Board of
Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ \_\_\_\_\_ which has been submitted
to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
estimate in the amount of \$ \_\_\_\_\_ will operate as a full and final release and discharge of the
COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
this release as spelled out in the Contract Documents.

\_\_\_\_\_  
Affiant

State of Florida
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_ day
of \_\_\_\_\_, 20\_\_\_\_, 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

Agreement Title: \_\_\_\_\_ County Contract No.: \_\_\_\_\_
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: \_\_\_\_\_

From: \_\_\_\_\_
Full Legal Name of Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Contractor and Seminole County for the following project: \_\_\_\_\_.

CONTRACTOR CERTIFIES THAT:

- 1. All Work covered by Application For Payment No: \_\_\_\_\_ has been performed in accordance with the terms of the Contract Documents;
2. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
3. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
4. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Signature - Contractor's Representative

Witness: \_\_\_\_\_

Printed Name & Title

State of Florida
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence OR [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_
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 OF LIEN (Partial)**

**Copy of Waiver to be submitted with Each Pay Request**

Agreement Title: \_\_\_\_\_ County Contract No.: \_\_\_\_\_  
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: \_\_\_\_\_

From: \_\_\_\_\_  
Full Legal Name of Sub-Contractor

To: **Seminole County Board of County Commissioners**

Pursuant to the Contract, identified above, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Contractor and Seminole County for the following project: \_\_\_\_\_.

**SUB-CONTRACTOR CERTIFIES THAT:**

1. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
2. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
3. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature – Sub-Contractor's Representative

Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
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

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.: \_\_\_\_\_

\_\_\_\_\_ (Affiant), being duly sworn according to law, deposes and states that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Full Legal Name of Contractor), Contractor in a Contract entered 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.

THE AFFIANT FURTHER DEPOSES AND STATES THAT:

- 1. All Work has been performed in accordance with the terms of the Contract Documents, the Contractor alone has made all subcontracts, and the Contractor and his subcontractors have purchased all materials and fixtures and employed all labor in the performance of the Work.
2. All laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished any one or all of the following: services, labor, fixtures, or materials have been satisfied and paid in full for the Work performed, and for materials, fixtures, and/or services supplied, and that the Contractor is not indebted to any person or firm in connection with the Work in any amount whatsoever.
3. There are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the Contractor.
4. All Bonds and Insurance policies required by the Contract are presently in effect and shall not be permitted to expire within the time periods stated in the Contract Documents.
5. This affidavit is made for the purpose of inducing the County to make Final Payment, and acceptance of such Final Payment by the Contractor shall release the County from any further liability under the Contract Documents.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature – Contractor's Representative

Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

State of Florida
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence OR [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_
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: \_\_\_\_\_

\_\_\_\_\_ (Affiant), being duly sworn according to law, deposes and states that he/she is the
\_\_\_\_\_ (Title) of \_\_\_\_\_ (Full Legal Name of
Subcontractor), Subcontractor/Vendor/Lienor to the above Contractor under Contract with Seminole County for the \_\_\_\_\_
\_\_\_\_\_ (Agreement Title) and that he is authorized to and does make this affidavit
on behalf of the Subcontractor.

The undersigned, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives its lien and right
to claim a lien for labor, services, or materials furnished to \_\_\_\_\_ (Contractor) on the
above listed project to the following described property:

Property Address: \_\_\_\_\_

Tax Parcel Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has signed this instrument this \_\_\_\_\_ day of \_\_\_\_\_
\_\_\_\_\_, 20\_\_\_\_.

Signature of Subcontractor's Representative

Title

STATE OF FLORIDA

COUNTY OF: \_\_\_\_\_

The Foregoing instrument was acknowledged before me by means of  physical presence OR  online notarization, on
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Affiant), who
is personally known to me or who has produced \_\_\_\_\_ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: \_\_\_\_\_ County Contract No.: \_\_\_\_\_
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: \_\_\_\_\_ CIP No.: \_\_\_\_\_

We, \_\_\_\_\_ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, \_\_\_\_\_ (Name of Surety) has caused this instrument to be executed on behalf of its \_\_\_\_\_ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature – Surety’s Representative

Signature – Attorney-in-Fact

\*Power of Attorney must be attached if signed by Attorney-in-Fact

Printed Name & Title

STATE OF FLORIDA
COUNTY OF: \_\_\_\_\_

The Foregoing instrument was acknowledged before me by means of  physical presence OR  online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name of Affiant), who is personally known to me or who has produced \_\_\_\_\_ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

Agreement Name: Lake Mary Blvd at Country Club Rd Intersection Improvements

Agreement Number: CC-5761-24/MAG

**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 2419447 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 17th day of April, 2024.

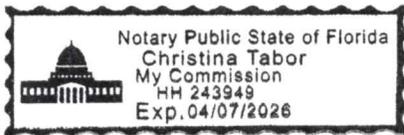
Central Florida Environmental Corp  
Consultant Name

By: David Stalowy  
Print/Type Name: David Stalowy  
Title: President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 17th day of April, 2024, by David Stalowy (Full Name of Affiant).



Christina Tabor  
Print/Type Name Christina Tabor  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 4/7/2026

2024-R-

# BUDGET AMENDMENT REQUEST

BAR# 24-063

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 12601 ARTERIAL COLLECTOR IMPACT FEE; 2014 INFRASTRUCTURE SALES TAX

RM Recommendation	
S.CARRICK	5/23/2024
Budget Analyst	Date
Budget Director	Date
RM Director	Date

**PURPOSE:**

TO ALLOCATE ADDITIONAL FUNDING FOR THE LAKE MARY BLVD @ COUNTRY CLUB RD. SALES TAX PORTION OF THIS PROJECT AVAILABLE FUNDS RETURNING TO RESERVES.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								

**Total Sources** -

Expenditure	11560	01785134	560610	00001	LAND		6109999901	2,900.00
Expenditure	11560	01785134	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	644,301.00
Expenditure	11560	01785134	560680	00001	DESIGN		6809999901	(919,300.69)
Expenditure	12601	02107101	560610	00001	LAND		6109999901	1,450.00
Expenditure	12601	02107101	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	1,522,444.64
Expenditure	12601	02107101	560652	00001	CEI SERVICES		6529999901	277,400.25
Expenditure	12601	02107101	560680	00001	DESIGN		6809999901	(762,387.53)
Expenditure								

**Expenditure Sub-Total** 766,807.67

Reserve	12601	999906	599994		RESERVE FOR CAPITAL IMPRO		9949999901	(1,038,907.36)
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPRO		9949999901	272,099.69

**Reserve Sub-Total** (766,807.67)

**Total Uses** -

## BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida\_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:  
\_\_\_\_\_  
Grant Maloy, Clerk to the Board of County Commissioners

By:  
\_\_\_\_\_  
Jay Zembower, Chairman

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Entered by the Management and Budget Office \_\_\_\_\_ Date:\_\_\_\_\_

Posted by the County Comptroller's Office \_\_\_\_\_ Date:\_\_\_\_\_

**COST TABLE - BAR 24-063**  
**LAKE MARY BLVD @ COUNTRY CLUB RD**  
**(CIPs# 01785134, 02107101)**

<b>BUDGET DETAILS</b>	LAKE MARY BLVD INT 4 LOCATIONS (CIP #01785134)	LAKE MARY BLVD IMPACT FEE (CIP #02107101)	TOTAL
PRIOR YEAR EXPENDITURES	563,752	842,114	1,405,865
			-
FY24 CURRENT EXPENSES/ENCUMB	779,157	1,358,473	2,137,630
FY24 CURRENT BUDGET	1,051,257	1,358,473	2,409,730
AVAILABLE FUNDING	272,100	(0)	272,100
			-
			-
<b>PROPOSED BAR 24-063</b>	(272,100)	<b>1,038,907</b>	766,808
AMENDED FY24 AVAILABLE	-	1,038,907	1,038,907
<b>TOTAL</b>	<b>1,342,909</b>	<b>3,239,494</b>	<b>4,582,403</b>

THE REMAINING \$272,100 WILL BE RETURNED TO 2014 INFRASTRUCTURE SALES TAX RESERVES

CONSTRUCTION BID	<b>\$ 2,915,290.75</b>
CURRENT ENCUMBRANCE	\$ 2,102,565.96
AMOUNT IN BAR	\$ 1,038,907.00
*TOTAL	<b>\$ 3,141,472.96</b>

\*INCLUDES A 8% CONTINGENCY BUDGET



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0711**

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**Title:**

Award RFP-604790-24/TLR - Executive Search and Recruitment Services to Cogent Infotech Corporation, Pittsburgh, PA, CPS HR Consulting, Sacramento, CA, and S. Renee Narloch & Associates, Tallahassee, and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - County Manager's Office

**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-604790-24/TLR will provide the services of highly qualified executive search and recruitment firms to search for County Manager(s), Directors, Attorneys and Assistant Attorneys, Engineers, and other high-level positions within the County as the needed.

This project was publicly advertised, and the County received eighteen (18) proposals in response to the solicitation. The Evaluation Committee which consisted of Christina Brandolini, HR Director, Meloney Koontz, Assistant County Manager and Kristian Swenson, Assistant County Manager, evaluated the proposals. Consideration was given to qualifications, resumes, experience, references, approach, project understanding, and pricing proposal. The Evaluation Committee recommends award to the top three (3) ranked firms, listed alphabetically, Cogent Infotech Corporation, CPS HR Consulting, and S. Renee Narloch & Associates.

Human Resources will obtain qualifications and price quotes from the three (3) selected firms based on the position to be filled and the firm's individual expertise in providing qualified candidates.

Authorization for performance under these agreements 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 continue for a period of three (3) years. At the sole option of the County, each agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

**Requested Action:**

Staff requests the Board award RFP-604790-24/TLR - Executive Search and Recruitment Services to Cogent Infotech Corporation, Pittsburgh, PA, CPS HR Consulting, Sacramento, CA, and S. Renee Narloch & Associates, Tallahassee, and authorize the Purchasing and Contracts Division to execute the Agreements.

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-604790-24/TLR

RFP TITLE: Executive Search and Recruitment Services

Page 1 of 1

DUE DATE: May 8, 2024 at 2:00 P.M.

All American Staffing LLC 1364 Epsom Oaks way Orlando, FL 32837 Luis Zea Ph. 407-.534-7896	Atlantic Resource Partners LLC 19 West 34 <sup>th</sup> St, Ste. 809 New York, NY 10001 Sean Vergara Ph. N/A	Berkeley Search Consultants 1990 N California Blvd, Ste. 20 PMB 1206 Walnut Creek, CA 94596 Adrien Deloche Ph. 510.898-9322	Cogent Infotech Corp. 1035 Boyce Road, Ste. 108 Pittsburg, PA 15241 Justin Acord Ph. N/A
Colin Baenziger & Assoc. 2055 South Atlantic Ave. Ste. 504 Daytona Beach Shores, FL 32118 Lynelle Klein Ph. N/A	Compass Business Solutions 624 Chiliwack Lane Mars, PA 16046 Hannah Colins Ph. N/A	CPS HR Consulting 2450 Del Paso Rd., Ste. 220 Sacramento, CA 95834 Melissa Asher Ph. 916.263-3600	Frontall USA LLC 111 Jefferson Ave. Elizabeth, NJ 07201 Max Parker Ph. N/A
Griffiths Prince & Associates Consulting 10021 Water Works Lane Riverview, FL 33578 Dr. Marcia Griffiths, Ph.D Ph. N/A	Instant Alliance 55 W Wacker Dr. Ste. 600D Chicago, IL 60601 Sina Daneshvaran Ph. 630.400-2204	Liberty Staffing USA 705 W. SR 434 Unit A Longwood, FL 32750 John Hall Ph. 407.579-9771	MGT of America Consulting LLC 4320 West Kennedy Blvd. Tampa, FL 33609 Shannon Blakey Ph. N/A
Nexlevel Commercial Orlando LLC 2145 Metrocenter Blvd. Ste. 130 Orlando, FL 32835 Shaye Hunt Ph. 407.874-1624	Pracademic Partners 6534 Florence Ln. Livonia, NY 14487 Ian Coyle Ph. 585.943-0589	Rehmann 201 E. Pine St. Ste. 215 Orlando, FL 32801 Kerreen Conley Ph. 734.761-2005	S. Renee Narloch & Assoc. 2910 Kerry Forest Pkwy. D4-242 Tallahassee, FL 32309 Renee Narloch Ph. N/A
TransPro Consulting 11935 Pasco Trails Blvd. Spring Hill, FL 34610 Veronica Garner Ph. N/A	Trinity IT Services 6440 Southpoint Pkwy. Ste. 300 Jacksonville, FL 32216 Wes Sapp Ph. N/A		

**Status:**

Tabulated by T. Roberts, Posted 5/21/2024 (BCC Award date: 6/11/2024)  
Recommendation/Intent to award: Cogent Infotech Corp; CPS HR Consulting; and S. Renee Narloch



Seminole County  
Resource Management - Purchasing & Contracts  
Stephen Koontz, Purchasing and Contracts Manager  
1301 East Second St., Sanford, FL 32771

**EVALUATION TABULATION**  
RFP No. RFP-604790-24/TLR  
Executive Search and Recruitment Services  
RESPONSE DEADLINE: May 8, 2024 at 2:00 pm  
Report Generated: Monday, May 20, 2024

**PHASE 1**

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Qualifications / Resumes	Points Based	35 (35% of Total)

Criteria	Scoring Method	Weight (Points)
Experience & References	Points Based	20 (20% of Total)

Criteria	Scoring Method	Weight (Points)
Approach / Project Understanding	Points Based	25 (25% of Total)

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	20 (20% of Total)

Description:

EVALUATION TABULATION  
RFP No. RFP-604790-24/TLR  
Executive Search and Recruitment Services

### AGGREGATE SCORES SUMMARY

Vendor	Christina Brandolini	Meloney Koontz	Kristian Swenson	Total Score (Max Score 100)
COGENT Infotech Corporation	83	87	83	<b>84.33</b>
S. Renee Narloch & Associates	78.1	76.1	86.1	<b>80.11</b>
CPS HR Consulting	71.8	77.8	87.8	<b>79.11</b>
Colin Baenziger & Associates	72.7	76.7	68.7	<b>72.68</b>
Pracademic Partners	64.6	67.6	83.6	<b>71.93</b>
Berkeley Search Consultants	67.2	68.2	76.2	<b>70.5</b>
MGT of America Consulting, LLC	51.6	72.6	84.6	<b>69.55</b>
Rehmann	58.9	63.9	54.9	<b>59.22</b>
TransPro Consulting	51	52	67	<b>56.69</b>
Compass Business Solutions, Inc.	59	62	27	<b>49.28</b>
FRONTALL USA LLC	50.5	57.5	31.5	<b>46.46</b>
Trinity IT Services	61.4	61.4	15.4	<b>46.06</b>
Atlantic Resource Partners LLC	43.8	44.8	14.8	<b>34.51</b>
Griffiths Prince & Associates Consulting	43.4	42.4	14.4	<b>33.43</b>
All American Staffing LLC	27.1	25.1	21.1	<b>24.46</b>
Instant Technology, LLC dba Instant Alliance	27.7	21.7	21.7	<b>23.73</b>
NEXLEVEL COMMERCIAL ORLANDO LLC	20.2	25.2	18.2	<b>21.16</b>
Liberty Staffing USA	18.7	17.7	15.7	<b>17.35</b>

EVALUATION TABULATION  
RFP No. RFP-604790-24/TLR  
Executive Search and Recruitment Services

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**Recommendation/Intent to award to:** COGENT Infotech Corporation, S. Renee Narloch & Associates, CPS HR Consulting (Posted 5/20/24) (BCC 6/11/24)

**EVALUATORS**

Name	Title	Agreement Accepted On	Signature
Christina Brandolini	Chief Administrator	May 14, 2024 12:16 PM	
Meloney Koontz	Assistant County Manager	May 10, 2024 10:15 AM	
Kristian Swenson	Assistant County Manager	May 17, 2024 10:38 AM	

**TERM CONTRACT FOR EXECUTIVE SEARCH CONSULTING SERVICES  
(RFP-604790-24/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **COGENT Infotech Corporation**, duly authorized to conduct business in the State of Florida, whose address is 1135 Boyce Road, Suite 108, Pittsburgh, PA 15241, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all aspects of a nationwide search and recruitment process for qualified individuals for management positions for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials, Services, or Both.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically

enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

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

(5) Technology Errors and Omissions. 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 16 concerning indemnification or any other provision 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. 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:**

County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

COGENT Infotech Corporation  
1035 Boyce Road, Suite 108  
Pittsburgh, PA 15241

**Section 29. 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 30. 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 31. 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 E, to COUNTY.

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

ATTEST:

**COGENT Infotech Corporation**

\_\_\_\_\_  
NANDAN BANERJEE, Secretary

By: \_\_\_\_\_  
MANU MEHTA, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Tammy Roberts,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Pricing Proposal
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance

**SCOPE OF SERVICES**

- A. Meet with the County Management to facilitate the overall selection process and develop the candidate criteria, to include as an example:
  - A. Specific experience.
  - B. Specific strengths.
  - C. Compensation and benefit package.
  
- B. Marketing and Advertising: Firm shall submit a plan to the County on how they will market and advertise the position to be filled and to gain the greatest pool of applicants. This includes identifying specifics on the firm's strategy for national recruitment, including:
  - A. Direct and indirect mail.
  - B. Social media.
  - C. Professional publications.
  - D. Written proposals.
  - E. Targeted phone calls.
  
- C. The Firm should provide information on the use of their own database, website and outreach programs.
  
- D. Perform initial screenings, to include review of resumes for background and qualifications, interviews to clarify candidates experience and credentials and reference checks.
  
- E. Advise County Management and offer alternative course of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
  
- F. Prepare a written summary of the top candidates.
  
- G. Make recommendations and present a short list of top candidates to County Management for consideration.
  
- H. Assist County Management in developing evaluation criteria, including interview questions, and coordination of the interview panel.
  
- I. Conduct more in-depth reference and background checks of the top candidates, including:
  - A. Newspaper research.

- B. Social media.
  - C. Educational and Employment background checks.
  - D. Financial/credit, criminal and civil litigation checks.
- J. Provide County Management with a bi-weekly progress report throughout the term of the specific search.
- K. Reinitiate additional executive search, at no fee to the County, if successful candidate leaves (via resignation or termination with or without cause) the employment of the County within one year of placement.

AWARD: The County intends to make multiple awards. Distributing work assignments on an as-needed basis to the firm best suited for the position being sought based on qualifications and hours quoted for specific position(s).

DELIVERABLES: Each assignment should be completed within 180 days of issuance of a Purchase Order/Notice to Proceed unless an extension is granted by the County.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

**V  
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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
---	--	---------------------	--------------

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

# PRICE PROPOSAL

## 5. Pricing Proposal

### HOURLY RATE PER POSITION:

Each rate must include the fully burdened hourly rate for each level of professional and administrative staff to be used to perform the tasks required in this RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Senior Consultant	1	Hour	\$28/hr	
2	Consultant	1	Hour	\$28/hr	
3	Administrative Assistant	1	Hour	\$26/hr	
4	Other (Please define in separate attachment)	1	Hour	All other skills- \$25/hr	
<b>TOTAL</b>					

COGENT will be charging **\$25/hr** for other skill jobs.

**EXECUTIVE SEARCH and RECRUITMENT SERVICES****RFP-604790-24/TLR****INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	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

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit ( <u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability:

	\$ 1,000,000	Per Claim
	\$ 2,000,000	Aggregate

~~ End Insurance Requirements ~~

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_  
Print/Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

**TERM CONTRACT FOR EXECUTIVE SEARCH CONSULTING SERVICES  
(RFP-604790-24/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **COOPERATIVE PERSONNEL SERVICES d/b/a CPS HR CONSULTING** duly authorized to conduct business in the State of Florida, whose address is 2450 Del Paso Road, Suite 220, Sacramento, CA 95834, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all aspects of a nationwide search and recruitment process for qualified individuals for management positions for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials, Services, or Both.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

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

(5) Technology Errors and Omissions. 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 16 concerning indemnification or any other provision 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. 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:**

County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

CPS HR CONSULTING  
2450 Del Paso Road, Suite 220  
Sacramento, CA 95834

**Section 29. 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 30. 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 31. 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 E, to COUNTY.

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

WITNESSES:

CPS HR CONSULTING

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
JERRY GREENWELL, CEO

Date: \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

Date: \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

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

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Pricing Proposal
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance

**SCOPE OF SERVICES**

- A. Meet with the County Management to facilitate the overall selection process and develop the candidate criteria, to include as an example:
- A. Specific experience.
  - B. Specific strengths.
  - C. Compensation and benefit package.
- B. Marketing and Advertising: Firm shall submit a plan to the County on how they will market and advertise the position to be filled and to gain the greatest pool of applicants. This includes identifying specifics on the firm's strategy for national recruitment, including:
- A. Direct and indirect mail.
  - B. Social media.
  - C. Professional publications.
  - D. Written proposals.
  - E. Targeted phone calls.
- C. The Firm should provide information on the use of their own database, website and outreach programs.
- D. Perform initial screenings, to include review of resumes for background and qualifications, interviews to clarify candidates experience and credentials and reference checks.
- E. Advise County Management and offer alternative course of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
- F. Prepare a written summary of the top candidates.
- G. Make recommendations and present a short list of top candidates to County Management for consideration.
- H. Assist County Management in developing evaluation criteria, including interview questions, and coordination of the interview panel.
- I. Conduct more in-depth reference and background checks of the top candidates, including:
- A. Newspaper research.

- B. Social media.
  - C. Educational and Employment background checks.
  - D. Financial/credit, criminal and civil litigation checks.
- J. Provide County Management with a bi-weekly progress report throughout the term of the specific search.
- K. Reinitiate additional executive search, at no fee to the County, if successful candidate leaves (via resignation or termination with or without cause) the employment of the County within one year of placement.

AWARD: The County intends to make multiple awards. Distributing work assignments on an as-needed basis to the firm best suited for the position being sought based on qualifications and hours quoted for specific position(s).

DELIVERABLES: Each assignment should be completed within 180 days of issuance of a Purchase Order/Notice to Proceed unless an extension is granted by the County.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

**V  
E  
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D  
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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
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**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

Under the penalties of perjury, I declare that I have read the foregoing **Foreign Country of Concern Attestation** and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

### 23. Certification\*

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Confirmed

## PRICE TABLES

### HOURLY RATE PER POSITION:

Each rate must include the fully burdened hourly rate for each level of professional and administrative staff to be used to perform the tasks required in this RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Senior Consultant	1	Hour	\$150.00	\$150.00
2	Consultant	1	Hour	\$125.00	\$125.00
3	Administrative Assistant	1	Hour	\$0.00	\$0.00
4	Other (Please define in seperate attachment)	1	Hour	\$0.00	\$0.00

[CPS HR CONSULTING] RESPONSE DOCUMENT REPORT  
RFP No. RFP-604790-24/TLR  
Executive Search and Recruitment Services

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$275.00

**EXECUTIVE SEARCH and RECRUITMENT SERVICES****RFP-604790-24/TLR****INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	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

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit ( <u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability:

	\$ 1,000,000	Per Claim
	\$ 2,000,000	Aggregate

~~ End Insurance Requirements ~~

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_  
Print/Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

**TERM CONTRACT FOR EXECUTIVE SEARCH CONSULTING SERVICES  
(RFP-604790-24/TLR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **S. RENEE NARLOCH & ASSOCIATES**, duly authorized to conduct business in the State of Florida, whose address is 2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide all aspects of a nationwide search and recruitment process for qualified individuals for management positions for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

**Section 1. Materials, Services, or Both.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically

enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and/or Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:  
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:  
Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:  
Seminole County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(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, then 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 on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after 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 the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(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 commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(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 must 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 Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (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.

(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 or contractor, including CONTRACTOR, using an employee leasing company must 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

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

(3) Business Auto Liability.

(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 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

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

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

(5) Technology Errors and Omissions. 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 16 concerning indemnification or any other provision 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. 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:**

County Manager's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

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

**Section 29. 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 30. 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 31. 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 E, to COUNTY.

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

WITNESSES:

**S. RENEE NARLOCH & ASSOCIATES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

S. RENEE NARLOCH, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

TAMMY ROBERTS,  
Procurement Administrator

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Pricing Proposal
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance

**SCOPE OF SERVICES**

- A. Meet with the County Management to facilitate the overall selection process and develop the candidate criteria, to include as an example:
- A. Specific experience.
  - B. Specific strengths.
  - C. Compensation and benefit package.
- B. Marketing and Advertising: Firm shall submit a plan to the County on how they will market and advertise the position to be filled and to gain the greatest pool of applicants. This includes identifying specifics on the firm's strategy for national recruitment, including:
- A. Direct and indirect mail.
  - B. Social media.
  - C. Professional publications.
  - D. Written proposals.
  - E. Targeted phone calls.
- C. The Firm should provide information on the use of their own database, website and outreach programs.
- D. Perform initial screenings, to include review of resumes for background and qualifications, interviews to clarify candidates experience and credentials and reference checks.
- E. Advise County Management and offer alternative course of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
- F. Prepare a written summary of the top candidates.
- G. Make recommendations and present a short list of top candidates to County Management for consideration.
- H. Assist County Management in developing evaluation criteria, including interview questions, and coordination of the interview panel.
- I. Conduct more in-depth reference and background checks of the top candidates, including:
- A. Newspaper research.

- B. Social media.
  - C. Educational and Employment background checks.
  - D. Financial/credit, criminal and civil litigation checks.
- J. Provide County Management with a bi-weekly progress report throughout the term of the specific search.
- K. Reinitiate additional executive search, at no fee to the County, if successful candidate leaves (via resignation or termination with or without cause) the employment of the County within one year of placement.

AWARD: The County intends to make multiple awards. Distributing work assignments on an as-needed basis to the firm best suited for the position being sought based on qualifications and hours quoted for specific position(s).

DELIVERABLES: Each assignment should be completed within 180 days of issuance of a Purchase Order/Notice to Proceed unless an extension is granted by the County.

# EXHIBIT B - SAMPLE

**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0  
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners  
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole Count Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
 Accts. Payable Inquiries - Phone (407) 665  
 7656

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**ORDER INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

<b>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</b>		<b>TOTAL AMOUNT</b>	<b>00.00</b>
---	--	---------------------	--------------

**PURCHASING AND CONTRACT DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto: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

Confirmed

### 23. Certification\*

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Confirmed

## PRICE TABLES

### HOURLY RATE PER POSITION:

Each rate must include the fully burdened hourly rate for each level of professional and administrative staff to be used to perform the tasks required in this RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Senior Consultant	1	Hour	\$125.00	\$125.00
2	Consultant	1	Hour	\$75.00	\$75.00
3	Administrative Assistant	1	Hour	\$0.00	\$0.00
4	Other (Please define in seperate attachment)	1	Hour	\$150.00	\$150.00
<b>TOTAL</b>					<b>\$350.00</b>

**EXECUTIVE SEARCH and RECRUITMENT SERVICES****RFP-604790-24/TLR****INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	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

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit ( <u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u> )
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D. Professional Liability:

	\$ 1,000,000	Per Claim
	\$ 2,000,000	Aggregate

~~ End Insurance Requirements ~~

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0736**

**Title:**

Approve Change Order #10 to CC-3793-21/RTB - EE Williamson Road Trail Connection & Intersection Improvements at Rangeline Road in the amount of \$150,321.91, to Hubbard Construction Company of Winter Park, Fl., and authorize the Purchasing and Contracts Division to execute the Change Order. District4 - Lockhart ( **Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Public Works

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Robert T. Bradley/407-665-7111

**Background:**

CC-3793-21/RTB is providing all labor, materials, transportation, coordination, and incidentals necessary for the construction of a trail along EE Williamson Rd and sidewalk along Longwood Hills Road, and a pedestrian bridge just west of Ronald Reagan Blvd.

Change Order #10 will provide the final pay item and time adjustments to the project to reach final completion.

The following is a summary of the cost of the Agreement:

Original Agreement Sum:	\$7,975,430.26
Change Order #1	(253,526.42)
Change Order #2	17,521.58
Change Order #3	16,642.50
Change Order #4	16,443.26
Change Order #5	167,832.74
Change Order #6	166,628.56

Change Order #7	3,282.27
Change Order #8	141,700.37
Change Order #9	204,251.16
Change Order #10	150,321.91
Revised Agreement Total	\$8,606,528.19

This is a budgeted project and funds are available in Infrastructure Sales Tax (Account# 01785316.560650.00001).

**Requested Action:**

Staff requests that the Board approve Change Order #10 to CC-3793-21/RTB - EE Williamson Road Trail Connection & Intersection Improvements at Rangeline Road with Hubbard Construction Company of Winter Park, Fl., in the amount of \$150,321.91; and authorize the Purchasing and Contracts Division to execute the Change Order.

# SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## CHANGE ORDER CONSTRUCTION PROJECTS

CONTRACTOR: Hubbard Construction Company Date: 4/2/2024  
 Contract No.: CC-3793-21 Project Name: EE Williamson Rd Trail / Longwood Hills Rd - Rangeline Rd  
 Change Order No.: 10 (Final Change Order) Work Order No.: (if applicable) \_\_\_\_\_

Original Contract / Work Order Amount:	\$ <u>7,975,430.26</u>
Amount prior to this Change Order, if different:	\$ <u>8,456,206.28</u>
Change Order Amount: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change	\$ <u>150,321.91</u>
Revised Contract / Work Order Amount including this Change Order:	\$ <u>8,606,528.19</u>

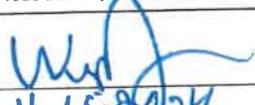
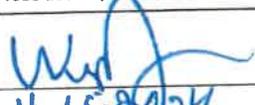
A. Contract time decreased due to contractor achieving final completion ahead of allowable time provided thru CO#09.

Change Order Time:  Increase  Decrease  No Change -23 Days  
 Date of Substantial Completion through this Change Order: 01/16/2024  
 Date of Final Completion through this Change Order: 02/02/2024

**Waiver:** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

**Acknowledgements:** The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order \_\_\_\_\_ does or  does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	Architect / Engineer of Record:	Contractor:
Name:	<u>Stephen Miller, P E, Eng Div</u>	<u>Chase Wilkinson, PE, EOR</u>	<u>Corporate Officer</u>
Address:	<u>100 East First St Sanford, FL 32771</u>	<u>England-Thims &amp; Miller, Inc 1525 Inter Pkwy, St 1001, Lake Mary, FL 32746</u>	<u>Hubbard Construction Company 1936 Lee Rd, St # 300, Winter PK, FL 32789</u>
Sign:			
Date:	<u>4/17/2024</u>	_____	<u>4-15-2024</u>

**PURCHASING AND CONTRACTS DIVISION:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Procurement Administrator  
 As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: \_\_\_\_\_ WITNESS: \_\_\_\_\_

For Board approved Items: Meeting Date: \_\_\_\_\_ Item # \_\_\_\_\_

Change Order #10

Package A

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# Change Order 10 Package A

## Engineer's Entitlement Analysis

**CHANGE ORDER 10  
PACKAGE A  
ENTITLEMENT ANALYSIS**

CIP No:	01785316, 01907085 & 01785459	Date Prepared:	4/2/2024
Contract No.	CC-3793-21	CEI:	CONSOR Engineers, LLC
Project Name:	EE Williamson Rd. Trail and Rangeline Rd. / Longwood Hills Rd. Intersection Improvements	Project Administrator	Charles Woerner

**Description of Issue:**

Adjust pay item quantities to account for legitimized quantity overruns and underruns.

**CEI Entitlement Analysis:**

In accordance with Division I of the Standard Specifications, General Conditions: SECTION 11.7.5 ADDITIONAL OR REDUCED QUANTITIES: Final quantities reflect an overrun of \$249,500.17 and an underrun of \$99,178.26, for a net increase of \$150,321.91. The contractor is entitled to \$150,321.91 added to the Contract.

**Time Extension-Reduction Analysis:**

Adjust contract time by subtracting twenty-three (-23) non-compensable contract days due to achieving final completion early on 2/2/24.



Stephen Miller, P.E.  
Construction PM  
Seminole County

**OVERRUN/UNDERRUN REQUEST FOR FUNDS**

(Note: If this is a FAP contract and you have NFAP and FAP pay items, please use the appropriate worksheet. The total will show on FAP worksheet.)

FIN: N/A - EE Williamson Multi Use Path	County: Seminole
Contract: CC-5793-21	FAP No.: N/A
	Updated Date:

LINE ITEM NUMBER	PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REMOVED QTY	UNIT MEASURE	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	Location	Reason	FAP/NFAP
102-99		Changeable Variable Message Sign	1011	1479	ED	488.00	\$ 9.00	\$ 4,412.00		Overrun due to: Directive to utilize PCMS signs until school flashers materials could be procured and installed.	N/A
110-4-10		Removal of Existing Concrete	4774	5680.7	SY	906.70	\$ 6.35	\$ 5,757.55		Overrun due to: AFC 03, AFC 04, AFC 05	N/A
327-70-6		Milling Existing Asphalt Pk1, 1 1/2" Avg Depth	5,765.00	11,276.54	SY	5,511.54	\$ 8.00	\$ 44,092.32		Overrun due to: AFC 02, AFC 06, RFI 004, RFI 017	N/A
334-1-12		Supergrade Traffic B	445.90	632.19	TN	186.29	\$ 212.60	\$ 39,605.26		Overrun due to: AFC 01, AFC 05, AFC 08	N/A
337-7-80		Ashp Conc FC, Traffic B, FC 9.5, PG 76-22	61.00	78.75	TN	17.75	\$ 473.40	\$ 8,402.85		Overrun due to: AFC 05, AFC 06, AFC 08	N/A
337-7-81		Ashp Conc FC, Traffic B, FC 12.5, PG 76-22	595.50	792.21	TN	196.71	\$ 232.75	\$ 45,784.25		Overrun due to: AFC 02, AFC 06, AFC 08	N/A
520-1-10		F Curb and Gutter	8,168.00	6,903.00	LF	338.00	\$ 20.00	\$ 6,760.00		Overrun due to: AFC 10, RFI 028	N/A
520-2-4		Concrete Curb, Type D	144.00	195.00	LF	51.00	\$ 18.00	\$ 918.00		Overrun due to: Kiddie Academy Driveway, Chaises/AFC 05/5/5/5/5 Sources	N/A
522-1		Concrete Stewalk, 6"	5,023.00	6,223.00	SY	1,200.00	\$ 32.28	\$ 38,736.00		Overrun due to: AFC 02, AFC 04, AFC 05, AFC 07, RFI 004	N/A
522-2		Concrete Stewalk, 6"	1,026.00	1,513.00	SY	487.00	\$ 44.35	\$ 21,595.45		Overrun due to: AFC 02, AFC 03, AFC 04, AFC 05, RFI 004	N/A
527-2		Decorative Warning	654.00	797.00	SF	133.00	\$ 35.00	\$ 4,655.00		Overrun due to: AFC 04, AFC 05	N/A
550-10-222		Fencing, Type B, 5.1 - 6.0, w/ Vinyl Coat	145.00	165.00	LF	20.00	\$ 30.00	\$ 600.00		Overrun due to: Plan error and permit change in elevations caused #20	N/A
570-1-2		Performance Turf	7,061.00	7,735.82	SY	674.82	\$ 5.00	\$ 3,374.10		Overrun due to: Minor additions throughout AFC's 1-10 to cover distributed areas within the dimensional changes of directed construction activities.	N/A
700-1-60		Single Post Sign, Remove	12.00	13.00	AS	1.00	\$ 88.00	\$ 88.00		Overrun due to: AFC 09	N/A
700-12-11		Sign Beacon, Grid Mount, AC Powered	1.00	2.00	AS	1.00	\$ 6,810.00	\$ 6,810.00		Overrun due to: AFC 09	N/A
711-1-1		Thermo Removal	79.00	282.00	SF	203.00	\$ 2.50	\$ 507.50		Overrun due to: AFC 02	N/A
630-2-11		Conduit, F&I, Open Trench	1,065.00	1,120.00	LF	55.00	\$ 11.92	\$ 659.00		Overrun due to: AFC 09	N/A
633-1-121		Fiber Optic Cable, F&I, Underground 2-12	70.00	124.00	LF	54.00	\$ 3.95	\$ 213.30		Overrun due to: Additional spare cable for future splicing, etc.	N/A
633-1-123		Fiber Optic Cable, F&I, Underground 49-96	7,115.00	7,250.00	LF	135.00	\$ 4.28	\$ 577.80		Overrun due to: Additional spare cable for future splicing, etc.	N/A
635-2-11		Pull & Scribe Box, F&I, 1 1/2"x2" Cover	30.00	32.00	EA	2.00	\$ 1,331.00	\$ 2,662.00		Overrun due to: AFC 09	N/A
639-1-122		Electrical Power Service	1.00	2.00	EA	1.00	\$ 4,168.00	\$ 4,168.00		Overrun due to: AFC 09	N/A
639-2-1		Electrical Service Wire	70.00	90.00	LF	20.00	\$ 7.44	\$ 148.80		Overrun due to: AFC 09	N/A
641-2-12		Prestress Concrete Pole, F&I, Type II	1.00	2.00	EA	1.00	\$ 1,791.00	\$ 1,791.00		Overrun due to: AFC 09	N/A
641-2-60		Prestress Concrete Pole, Complete Removal	3.00	4.00	EA	1.00	\$ 656.00	\$ 656.00		Overrun due to: AFC 09	N/A
648-1B		Mast Arm Foundation, F&I	40.00	44.00	LF	4.00	\$ 1,150.00	\$ 4,600.00		Overrun due to: Plan Quantity on Sheet No. 4 differs from Submittal 001.02	N/A
660-2-108		Loop Assembly, F&I, Type F	7.00	8.00	AS	2.00	\$ 1,242.00	\$ 2,484.00		Overrun due to: Unforeseen conflict with existing loops when performing M&R per Plan Sheet No. 4B. Loop Wires were within plan Mill Limits	N/A
						6.00		\$ -			
								<b>SUBTOTAL: \$248,500.17</b>			

LINE ITEM NUMBER	PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REMOVED QTY	UNIT MEASURE	QTY CHANGE	UNIT PRICE	AMOUNT OF CHANGE	Location	Reason	FAP/NFAP
160-4A		Stabilization (6")	5,669.00	4,401.38	SY	1,267.62	\$ 9.00	\$ 11,409.58		Underrun due to: AFC 04, AFC 07	N/A
160-4B		Stabilization (12")	1,974.00	945.20	SY	1,028.80	\$ 10.74	\$ 11,017.09		Underrun due to: AFC 06	N/A
285-701		Optional Base Group 01 (4")	1,981.00	1,991.20	SY	48.80	\$ 43.03	\$ 2,112.89		Underrun due to: Work was not completed per Sheet No 52 (Station 114+11 to Station 115+25). Deleted from Scope	N/A
285-702		Optional Base Group 02 (5")	165.00	73.80	SY	91.20	\$ 38.10	\$ 3,474.72		Underrun due to: scope of work changed within RFI 017.	N/A
285-704		Optional Base Group 04 (6")	4,913.00	3,816.86	SY	1,096.14	\$ 16.72	\$ 18,327.46		Underrun due to: AFC 04, AFC 07	N/A
285-709		Optional Base Group 09 (10")	1,432.00	857.40	SY	574.60	\$ 26.01	\$ 14,945.35		Underrun due to: AFC 06	N/A
327-70-1		Milling Existing Asphalt Pk1, 1" Avg Depth	1,100.00	1,104.28	SY	4.28	\$ 183.00	\$ 784.92		Underrun due to: Field Measured (we may delete this since it's a wash with the sign above)	N/A
400-0-011		Concrete Class NS, Gravity Wall	120.00	118.40	CY	1.60	\$ 1,157.76	\$ 1,852.42		Underrun due to: scope of work changed within RFI 014.	N/A
425-5		Manhole Adjustment	1.00	0.00	EA	1.00	\$ 881.80	\$ 881.80		Underrun due to: scope of work changed within RFI 004.	N/A
515-2-311		Ped/Bicycle Railing, Aluminum 42"	752.00	636.50	LF	115.50	\$ 68.00	\$ 7,854.00		Underrun due to: scope of work changed within RFI 014.	N/A
520-3		Valley Gutter	330.00	215.71	LF	114.29	\$ 16.00	\$ 1,828.62		Underrun due to: Work was not completed per Sheet No 52 (Station 114+11 to Station 115+25). Deleted from Scope	N/A
530-10-420		Fencing Wood 5.1 - 6.0, Special	16.00	4.00	LF	12.00	\$ 40.00	\$ 480.00		Underrun due to: CO 5B	N/A
530-10-450		Fencing Wood 8.1 - 10.0, Special	471.00	252.00	LF	219.00	\$ 75.00	\$ 16,425.00		Underrun due to: CO 5B	N/A
630-2-12		Conduit F&I Directional Bore	6,840.00	6,459.00	LF	381.00	\$ 21.23	\$ 8,088.86		Underrun due to: Field Measured	N/A
								<b>SUBTOTAL: 159,178.26</b>			
								<b>TOTAL FAP FUNDS: \$150,321.91</b>			
								<b>TOTAL NFAP FUNDS: \$0.00</b>			
								<b>TOTAL FUNDS REQUESTED: \$150,321.91</b>			

Backup documentation for above overruns and underruns can be found at below link:  
[https://www.dorcon-mv.com/portal/contractor\\_documents/5793/21/overrun/overrun\\_request\\_for\\_funds\\_v2.xlsx](https://www.dorcon-mv.com/portal/contractor_documents/5793/21/overrun/overrun_request_for_funds_v2.xlsx)

Seminole County Board of County Commissioners  
CERTIFICATE OF SUBSTANTIAL COMPLETION  
Construction Projects

Contractor: Hubbard Construction Corporation Date: 1/18/2024

Contract No.: CC-3793-21/RTB Project Name: EE Williamson Rd Trall Connection & Intersection Improvements at Rangeline Rd

Master Agreement (if applicable): \_\_\_\_\_

CIP No.: 01785316, 01907085 & 01785459

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: England-Thims & Miller, Inc. / Pegasus Engineering, LLC (Print)  
Architect/Engineer of Record

To: Hubbard Construction Corporation (Print)  
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

1/16/2024  
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

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/ENGINEER on the 18 day of January, 20 24

**ARCHITECT/ENGINEER: (CEI)**

*Charles Woerner*

Print Name



Signature

Accepted by CONTRACTOR on the 18 day of January, 20 24

**CONTRACTOR:**

Michael Hayward

Print Name

Digitally signed by Michael Hayward  
DN: C=US, E=michael.hayward@hubbard.com, O=Hubbard  
Construction Company, CN=Michael Hayward  
Date: 2024.01.25 07:47:44-05'00'

Signature

Executed by County's PROJECT MANAGER on the 18 day of January, 20 24

**PROJECT MANAGER:**

Print Name

Stephen L. Miller, P.E.

Digitally signed by Stephen L. Miller, P.E.  
DN: cn=Stephen L. Miller, P.E., o, ou,  
email=smiller02@seminolecountyfl.gov, c=US  
Date: 2024.01.25 08:19:13 -05'00'

Signature

# EE Williamson Rd Trail/Longwood Hills Rd Sidewalk

CIP#'s

01785316, 01907085 & 01785459

Date & Inspector Initials	Location/Element	Description/Picture	Date & Inspector Initials
10.18.23 NP	Station 54+83 - 54+93, Lt	Sidewalk - ADA issue >.25"	10.25.23 NP
10.18.23 NP	Station 52+40 - 52+45, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 51+89, Lt	Str C-3 - Repair Spalls	10.25.23 NP
10.18.23 NP	Station 51+53 - 51+58	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 49+90 & 49+85, Lt	Remove temporary tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 48+75, Lt	Curb Repair & Remove Temp Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 47+64, Lt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 47+50, Lt	Str B-3 - Repair Spalls	10.25.23 NP
10.18.23 NP	Station 44+06 - 47+68, Lt	Paint Outside Lane Line (White)	10.25.23 NP
10.18.23 NP	Station 47+71 - 48+01, Rt	Remove/Grind School Message & 24" Bars	10.25.23 NP
10.18.23 NP	Station 49+70, Rt	Fix embankment (washout)/slope	10.25.23 NP
10.18.23 NP	Station 51+50, Rt	Uncover valve in Lane R1	10.25.23 NP
10.18.23 NP	Station 56+00	School Flasher - Straighten lower box on pole	11.2.23 NP
10.18.23 NP	Station 58+12, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 58+78, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 61+15, Lt	Remove old school flasher	11.2.23 NP
10.18.23 NP	Station 62+24 & 62+73	Speed Limit Sign/Longwood Sign in incorrect location	11.2.23 NP
10.18.23 NP	Station 64+49, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 68+69, Lt	Str C-13A - Elevation bust (too high)	10.25.23 NP
10.18.23 NP	Station 70+16, Rt	Relocate Stop Sign to match Stop Bar	11.2.23 NP
10.18.23 NP	Station 72+28, Rt	Missing Sign (Traffic Light Ahead)	11.2.23 NP
10.18.23 NP	Station 65+29 - 74+80, Rt	Various areas of asphalt below curb line	11.7.23 NP
10.18.23 NP	Station 74+36 - 74+74, Lt	Remove/Grind White Line (L1)	10.25.23 NP
10.18.23 NP	Station 75+75	Remove/Blackout Yellow Line (Center Lane)	10.25.23 NP
10.18.23 NP	Station 76+30, Rt	Clean up pull & splice box lid	10.25.23 NP
10.18.23 NP	Station 77+23, Rt	Pedestrian Crossing Ahead in wrong location (20' to the east is correct location)	11.10.23 NP
10.18.23 NP	Station 79+79, Rt	Stop Here for aped doesn't match with Stop Bar in mainline	11.2.23 NP
10.18.23 NP	Station 80+03, Rt	Missing Stop Bar on Trail	10.25.23 NP
10.18.23 NP	Station 84+82, Lt	Missing Stop Bar (Kiddie Academy)	
10.18.23 NP	Station 85+47, Rt	Repair Gravity Wall	10.25.23 NP
10.18.23 NP	Station 88+66, Rt	Missing Stop Bar	10.25.23 NP
10.18.23 NP	Station 89+37, Rt	Missing Stop Bar	10.25.23 NP
10.18.23 NP	Station 90+60 - 90+64, Lt	Sidewalk - Missing	10.25.23 NP
10.18.23 NP	Station 85+66 - 85+71, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 85+07 - 85+12, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Rangeline Intersection	Finish/Correct Pavement Markings	11.10.23 NP
10.18.23 NP	Rangeline	Remove Anchors from Power Pole	
10.18.23 NP	Station 75+30, Lt	Relocate Stop Sign/Move Stop Bar to meet specs	11.2.23 NP
10.20.23 NP	Station 98+93 - 100+50, Rt	Paint new white edge line (R1) plus turn lane	
10.20.23 NP	Station 112+78, Rt	Sidewalk - Repair	10.25.23 NP
10.20.23 NP	Station 115+85, Rt	Kneewall - Repair	10.25.23 NP
10.20.23 NP	Station 116+45, Rt	Connection to crosswalk - Not ADA Compliant	11.10.23 NP
10.20.23 NP	Station 132+16, Rt	Sidewalk - Repair	11.10.23 NP
10.23.23 NP	Lincoln wood Ln	Removal of Strain Pole	10.31.23 NP
10.23.23 NP	Project Limits	Add Mow-Pads	11.2.23 NP
10.23.23 NP	C-2 & B-4	Drainage Repairs	1.8.24 NP
10.23.23 NP	Bridge	Beam Coating	11.7.23 NP
10.23.23 NP	Station 139+50 - 145+00	Remove erosion control items	11.10.23 NP
10.23.23 NP	Project Limits	Install All Thermoplastic	
10.23.23 NP	Project Limits	Install Remaining Pipe/Guiderail	1.17.24 NP
10.23.23 NP		Change Order (N Cove) Asphalt to Concrete	1.8.24 NP
10.23.23 NP		Dewater/Inspect Drainage (Ped Bridge Area)	1.8.24 NP
10.24.23 NP	Station 40+00	Remove Temporary Crosswalk	
10.24.23 NP	Str C-3	Grind lip at Structure	11.10.23 NP
10.24.23 NP	Project Limits	General Clean-Up	
10.24.23 NP	C-13A - C-13	Repair asphalt patch (Crossing)	11.9.23 NP
10.24.23 NP	Station 143+50, Rt	Sod back side of Bent	11.10.23 NP
10.24.23 NP	Project Limits	Trim Branches (Overhead hazards)	11.10.23 NP
1.11.24 NP	Station 37+68 to 47+60	Repair asphalt patch along curb and gutter line	
1.11.24 NP	Drainage Structures	Add Chains/Locks & Remove Fabric Filter	
1.11.24 NP	Approx. Station 44+35, Lt	Repair Curb & Gutter (Cracked)	
1.11.24 CW/SM	Removal of all MOT devices	Throughout Jobsite	
1.11.24 CW/SM	Restoration of Laydown Yard	Laydown Yard at NW Corner of Lake Emma and EE Williamson	

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION
Construction Projects

Contractor: Hubbard Construction Corporation Date: 2/2/2024

Contract No.: CC-3793-21/RTB Project Name: EE Williamson Rd Trail Connection & Intersection Improvements at Rangeline Rd

Master Agreement (if applicable):

CIP No.: 01785316, 01907085 & 01785459

This Certificate of Final Completion applies to all work under the Contract Documents.

To: England-Thims & Miller, Inc. / Pegasus Engineering, LLC (Print)
Architect/Engineer of Record

To: Hubbard Construction Corporation (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on 2/2/2024 (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

February 2, 2024
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 the 2 day of February, 20 24

**ARCHITECT/ENGINEER: (CEI)**

**Charles Woerner**

Print Name



Signature

Accepted by CONTRACTOR on the 2 day of February, 20 24

**CONTRACTOR:**

P. Frederick O'Dea, Jr.

Print Name

**Paul Frederick  
O'Dea Jr.**

Digitally signed by Paul  
Frederick O'Dea Jr.

Date: 2024.02.23  
10:35:59 -05'00'

Signature

Accepted by SEMINOLE COUNTY on the 2 day of February, 20 24

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

**Robert T.  
Bradley**

Digitally signed by  
Robert T. Bradley

Date: 2024.02.23  
14:18:13 -05'00'

Procurement Administrator

As authorized by Section 3.554, Seminole County  
Administrative Code

**EE Williamson Rd Trail/Longwood Hills Rd Sidewalk  
CIP#'s 01785316, 01907085 & 01785459**

Date & Inspector Initials	Location/Element	Description/Picture	Date & Inspector Initials
10.18.23 NP	Station 54+83 - 54+93, Lt	Sidewalk - ADA issue >.25"	10.25.23 NP
10.18.23 NP	Station 52+40 - 52+45, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 51+89, Lt	Str C-3 - Repair Spalls	10.25.23 NP
10.18.23 NP	Station 51+53 - 51+58	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 49+90 & 49+85, Lt	Remove temporary tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 48+75, Lt	Curb Repair & Remove Temp Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 47+64, Lt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 47+50, Lt	Str B-3 - Repair Spalls	10.25.23 NP
10.18.23 NP	Station 44+06 - 47+68, Lt	Paint Outside Lane Line (White)	10.25.23 NP
10.18.23 NP	Station 47+71 - 48+01, Rt	Remove/Grind School Message & 24" Bars	10.25.23 NP
10.18.23 NP	Station 49+70, Rt	Fix embankment (washout)/slope	10.25.23 NP
10.18.23 NP	Station 51+50, Rt	Uncover valve in Lane R1	10.25.23 NP
10.18.23 NP	Station 56+00	School Flasher - Straighten lower box on pole	11.2.23 NP
10.18.23 NP	Station 58+12, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 58+78, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 61+15, Lt	Remove old school flasher	11.2.23 NP
10.18.23 NP	Station 62+24 & 62+73	Speed Limit Sign/Longwood Sign in incorrect location	11.2.23 NP
10.18.23 NP	Station 64+49, Rt	Remove Temporary Tape/Paint Stop Bar	10.25.23 NP
10.18.23 NP	Station 68+69, Lt	Str C-13A - Elevation bust (too high)	10.25.23 NP
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10.18.23 NP	Station 65+29 - 74+80, Rt	Various areas of asphalt below curb line	11.7.23 NP
10.18.23 NP	Station 74+36 - 74+74, Lt	Remove/Grind White Line (L1)	10.25.23 NP
10.18.23 NP	Station 75+75	Remove/Blackout Yellow Line (Center Lane)	10.25.23 NP
10.18.23 NP	Station 76+30, Rt	Clean up pull & splice box lid	10.25.23 NP
10.18.23 NP	Station 77+23, Rt	Pedestrian Crossing Ahead in wrong location (20' to the east is correct location)	11.10.23 NP
10.18.23 NP	Station 79+79, Rt	Stop Here for aped doesn't match with Stop Bar in mainline	11.2.23 NP
10.18.23 NP	Station 80+03, Rt	Missing Stop Bar on Trail	10.25.23 NP
10.18.23 NP	Station 84+82, Lt	Missing Stop Bar (Kiddie Academy)	2.1.24 NP
10.18.23 NP	Station 85+47, Rt	Repair Gravity Wall	10.25.23 NP
10.18.23 NP	Station 88+66, Rt	Missing Stop Bar	10.25.23 NP
10.18.23 NP	Station 89+37, Rt	Missing Stop Bar	10.25.23 NP
10.18.23 NP	Station 90+60 - 90+64, Lt	Sidewalk - Missing	10.25.23 NP
10.18.23 NP	Station 85+66 - 85+71, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Station 85+07 - 85+12, Lt	Sidewalk - Cracked	10.25.23 NP
10.18.23 NP	Rangeline Intersection	Finish/Correct Pavement Markings	11.10.23 NP
10.18.23 NP	Rangeline	Remove Anchors from Power Pole* Removed by Duke Energy.	2.2.24 CW
10.18.23 NP	Station 75+30, Lt	Relocate Stop Sign/Move Stop Bar to meet specs	11.2.23 NP
10.20.23 NP	Station 98+93 - 100+50, Rt	Paint new white edge line (R1) plus turn lane	2.1.24 NP
10.20.23 NP	Station 112+78, Rt	Sidewalk - Repair	10.25.23 NP
10.20.23 NP	Station 115+85, Rt	Kneewall - Repair	10.25.23 NP
10.20.23 NP	Station 116+45, Rt	Connection to crosswalk - Not ADA Compliant	11.10.23 NP
10.20.23 NP	Station 132+16, Rt	Sidewalk - Repair	11.10.23 NP
10.23.23 NP	Lincoln wood Ln	Removal of Strain Pole	10.31.23 NP
10.23.23 NP	Project Limits	Add Mow-Pads	11.2.23 NP
10.23.23 NP	C-2 & B-4	Drainage Repairs	1.8.24 NP
10.23.23 NP	Bridge	Beam Coating	11.7.23 NP
10.23.23 NP	Station 139+50 -145+00	Remove erosion control items	11.10.23 NP
10.23.23 NP	Project Limits	Install All Thermoplastic	2.1.24 NP
10.23.23 NP	Project Limits	Install Remaining Pipe/Guiderrail	1.16.23 NP
10.23.23 NP	Project Limits	Change Order (N Cove) Asphalt to Concrete	1.8.24 NP
10.23.23 NP	Project Limits	Dewater/Inspect Drainage (Ped Bridge Area)	1.8.24 NP
10.23.23 NP	Project Limits	Dewater/Inspect Drainage (Ped Bridge Area)	1.8.24 NP
10.24.23 NP	Station 40+00	Remove Temporary Crosswalk	1.8.24 NP
10.24.23 NP	Str C-3	Grind lip at Structure	11.10.23 NP
10.24.23 NP	Project Limits	General Clean-Up	1.23.24 NP
10.24.23 NP	C-13A - C-13	Repair asphalt patch (Crossing)	11.9.23 NP
10.24.23 NP	Station 143+50, Rt	Sod back side of Bent	11.10.23 NP
10.24.23 NP	Project Limits	Trim Branches (Overhead hazards)	11.10.23 NP
1.11.24 NP	Station 37+68 to 47+60	Repair asphalt patch along curb and gutter line	1.22.24 NP
1.11.24 NP	Drainage Structures	Add Chains/Locks & Remove Fabric Filter	1.22.24 NP
1.11.24 NP	Approx. Station 44+35, Lt	Repair Curb & Gutter (Cracked)	2.1.24 NP
1.11.24 CW/SM	Removal of all MOT devices	Throughout Jobsite	2.1.24 NP
1.11.24 CW/SM	Restoration of Laydown Yard	Laydown Yard at NW Corner of Lake Emma and EE Williamson	2.2.24 CW

# Change Order 10 Package A

## Time Calculation Tracking





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0788**

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**Title:**

Approve the unilateral termination for cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement and authorized the Purchasing and Contracts Division to waive the procurement process and contract with a General Contractor to complete the project. District4- Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**). Requesting Department - Utilities

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Robert Bradley/407-665-7111

**Background:**

CC-3999-21/TAD was publicly advertised, and the due date was extended three (3) times to allow for competition, however only one (1) bid was received. The Board approved the award to Benchmark Construction Company, Inc. of Bartlett, IL, in the amount of \$3,873,725.00 at the April 12, 2022, meeting. The Agreement was executed on May 3, 2022, and the Notice to Proceed was issued for June 13, 2022. The contract time was five hundred forty (540) calendar days to Substantial Completion and an additional thirty (30) calendar days to Final Completion.

Via Change Order, the contractor was granted one hundred seventeen (117) additional days to complete the project, and is still 75 days past the March 29, 2024 date for Substantial Completion.

The contractor, to date has only achieved 30 percent completion of the project, as well as been in non-compliance with the project specifications. Construction activities by the Contractor has resulted in additional time and resources by the County for emergency situations, such as uncontrolled sewage flow and loss of water pressure

within the County Club Heights subdivision, resulting in a Stop Work Order issued by the County on March 6, 2023 (attached).

Staff recommends termination for cause and is working with the Surety on a plan for completing the project.

**Requested Action:**

Staff requests the Board approve the unilateral termination for cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement and authorized the Purchasing and Contracts Division to waive the procurement process and contract with a General Contractor to complete the project.

**UNILATERAL TERMINATION OF CONSTRUCTION SERVICES AGREEMENT  
FOR COUNTRY CLUB HEIGHTS SEWER AND WATER MAIN REPLACEMENT  
(CC-3999-21/TAD)**

**NOTICE IS HEREBY GIVEN** this 11th day of June, 2024, that **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Unilateral Termination of Agreement referred to as “**COUNTY**”, hereby unilaterally terminates the Agreement described below with **BENCHMARK CONSTRUCTION COMPANY INC.**, whose address is 2260 Southwind Boulevard, Bartlett, Illinois 50103, in this Unilateral Termination of Agreement referred to as “**CONTRACTOR**”, and **COUNTY** states,

**WHEREAS**, on May 3, 2022, the parties entered into an Agreement for sewer and water main replacement for Country Club Heights, (in this Unilateral Termination of Agreement referred to as the “**Agreement**”); and



**WHEREAS**, **CONTRACTOR** has been granted 117 additional days to complete the sewer and water main replacement for Country Club Heights under the Agreement and **CONTRACTOR** is still 75 days past the current March 29, 2024 deadline under the Agreement for substantial completion; and

**WHEREAS**, **CONTRACTOR** is apparently unable to timely complete the sewer and water main replacement as required by the Agreement having completed only approximately thirty percent (30%) of the work, and with certain portions of said work suffering from defective workmanship; and

**WHEREAS**, the above described acts and omissions constitute a breach of Section 3 of the Agreement concerning Contract Time; and

**WHEREAS**, Section 15.3.1.3 and 15.3.1.4 of the General Conditions authorizes COUNTY to terminate the Agreement for CONTRACTOR's failure to fulfill CONTRACTOR's obligations to timely complete the sewer and water replacement for Country Club Heights under the Agreement; and

**WHEREAS**, COUNTY expressly reserves all rights and remedies under the Agreement, including the right to assert additional grounds for termination beyond the untimely performance and defective workmanship cited herein.

**NOW, THEREFORE,**

1. The foregoing recitals are true, correct, and constitute COUNTY's findings in support of this Unilateral Termination of Agreement.

2. COUNTY hereby unilaterally declares that the Agreement is terminated effective June 11, 2024.



3. CONTRACTOR is directed to close all of CONTRACTOR's files for COUNTY and return all records of CONTRACTOR's activity to COUNTY within thirty (30) days of the date of this Unilateral Termination of Agreement.

*[Balance of page left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has made executed this Unilateral Mutual Termination of Agreement for the purposes stated above.

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
STEPHEN KOONTZ,  
Purchasing and Contracts Manager

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its June 11, 2024  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
GLK  
5/31/24  
T:\Users\Legal Secretary CSB\Purchasing 2024\CC-3999-21Termination.docx



COUNTY ATTORNEY

Katherine Latorre

DEPUTY COUNTY  
ATTORNEYS

Neysa J. Borkert

Lynn Porter-Carlton

David G. Shields

SENIOR ASSISTANT  
COUNTY ATTORNEY

Brijesh Patel

ASSISTANT COUNTY  
ATTORNEYS

Gerlin L. Kahn

Andrew F. Lanius

Robert McHugh

LEGAL SERVICES  
MANAGER

Sharon J. Sharrer

May 17, 2024

Liberty Mutual Insurance Company  
P.O. Box 34526  
Seattle, WA 98124

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

Re: Notice of Breach – Construction Services Agreement  
Country Club Heights Sewer and Water Main Replacement (CC-3999-21/TAD)

Dear John O'Donnell,

This letter is to provide formal Notice of Breach ("Notice") pursuant to the terms of the subject contract between Benchmark Construction Co., Inc. ("Contractor") and Seminole County ("County"), dated May 3, 2022 ("Contract").

Pursuant to the Contract, a Notice to Proceed was issued to Contractor on June 13, 2022 with substantial completion to occur within 540 calendar days (December 4, 2023) and final completion to occur within 30 days after actual date of substantial completion (January 3, 2024). Two change orders were issued by the County: (1) on May 17, 2023 (for an additional 22 days under the Contract) and (2) on June 26, 2023 (for additional 94 days under the Contract). The second change order extended the substantial completion date to March 29, 2024 and the final completion date to April 28, 2024. Section 9 ("Liquidated Damages") of Contract specifies liquidated damages to be assessed in the amount of \$500 per day for each day Contractor exceeds the contract time for substantial completion until the work is substantially complete and for \$125 per day after the final completion date.

As you are aware, the Contract outlines the obligations and responsibilities of the parties. Regrettably, the Contractor has failed to timely fulfill their obligations in accordance with the Contract. Despite the County's repeated attempts in communicating the time and performance deficiencies to the Contractor, the services have not been performed as contractually agreed upon. As of this Notice, the Contractor has been and continues to incur liquidated damages.

As you recall, the County most recently agreed to meet with you and the Contractor via a virtual meeting in good faith to amicably resolve the County's concerns. The County left the meeting hopeful the Contractor would be able to provide a complete and robust plan of action in accordance with the original agreed upon terms in order to rectify the deficiencies and to expeditiously complete the contractually agreed upon work; however, upon receipt of Contractor's "proposal" to Bill White (County staff), dated April 22, 2024 and emailed to County staff on May 8, 2024, the document provided by Contractor is incomplete and deficient and therefore, gives the County no assurance or confidence the Contractor is capable of performing the work in a workmanlike manner in accordance with the agreed upon terms.

In accordance with the terms outlined in the Contract, including, but not limited to, the Bond (#285068858), the County hereby demands that Liberty Mutual Insurance Company

COUNTY ATTORNEY

Katherine Latorre

DEPUTY COUNTY  
ATTORNEYS

Neysa J. Borkert

Lynn Porter-Carlton

David G. Shields

SENIOR ASSISTANT  
COUNTY ATTORNEY

Brijesh Patel

ASSISTANT COUNTY  
ATTORNEYS

Gerlin L. Kahn

Andrew F. Lanius

Robert McHugh

LEGAL SERVICES  
MANAGER

Sharon J. Sharrer

fulfill its obligations as the surety and remedy the situation promptly. More specifically, the County desires to select a Contractor that has the expertise and capability to be able to promptly rectify the deficiencies and to proceed in completing the work to minimize and, to the extent possible, eliminate the negative impacts on the community where the project is located. Consequently, please let this serve as notice the County intends to terminate the Contract pursuant to Section 15 ("Suspension of Work and Termination") of the General Conditions part of the Contract. As such, by way of this Notice, the County is requesting the Contractor and all of its subcontractors to immediately, but no later than within 7 business days, vacate the project site in a professional manner to avoid endangering the health and safety of the public. Prior to vacating the project site, but within this timeframe, Contractor and its subcontractors must not begin any new work and any ongoing work affecting service to residents should be immediately restored.

Please note, any failure or delay by the County in exercising any right or remedy under the Contract shall not constitute a waiver of that right or remedy. The County reserves all rights and remedies available under the Contract and at law.

Please be advised that failure to rectify this breach promptly may result in further damages to the County and thereby the surety and/or the Contractor. As such, the County may be forced to pursue legal action and seek appropriate remedies to protect the County's interests.

The County anticipates your immediate attention to this matter and requests that you contact us at your earliest convenience to discuss the necessary next steps.

Thank you for your prompt attention to this matter.

Sincerely,



Brijesh Patel  
Senior Assistant County Attorney

cc: Mark Atkins Sr., President, Benchmark Construction Co., Inc.  
Robert Reiss, Vice President, CHA Solutions  
Jeff Birenbaum, Vice President, CHA Solutions  
Kristian Swenson, Assistant County Manager  
Gerlin Kahn, Assistant County Attorney  
Bill White, Utilities Engineering Division Manager  
Johnny Edwards, Interim Director, Utilities  
Steve Koontz, Purchasing and Contracts Division Manager  
Robert Bradley, Procurement Administrator



April 19, 2024

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

Re: Notice of Performance Concerns – Benchmark Constructions Co. Inc.  
Performance Bond # 285068858 for Seminole County Contract No. CC-3999-21/TAD  
Issued: May 3, 2022; Amount: \$4,388,725.00

To Whom It May Concern:

We are writing to notify you of significant concerns regarding the performance of Benchmark Construction Co., Inc. and potentially its subcontractors (collectively, “Principal”) on the Country Club Heights Sewer and Water Main Replacement project for Seminole County. It is crucial that you are aware of the following issues:

- 1. Failure to Meet Contractual Timelines:** The project was originally scheduled to be substantially completed on December 4, 2023, with final completion to occur within thirty (30) days thereafter. The County has processed two (2) Change Orders to revise the substantial completion date to March 29, 2024. See attached Change Order No. 01 and Change Order No. 02 for reference. However, Principal has achieved only 30 percent completion and is now proposing a substantial completion date of November 25, 2024, resulting in Principal’s delay of two hundred forty-one (241) days for completion of the project. Principal is incurring liquidated damages in the amount of five hundred and 00/100 dollars (\$500.00) for each day from the substantial completion date of March 29, 2024. The County does not agree with Principal’s proposed substantial completion date of November 25, 2024.
- 2. Non-compliance with Project Specifications:** A substantial amount of installed pipe fails to meet project specifications, as specified in the subject contract. On February 19, 2024, the County provided the Principal with notice as to these deficiencies. See attached Memorandum. As of the date of this letter, the Principal has not rectified these deficiencies.
- 3. Emergency Situations Caused by Construction:** Construction activities by Principal has resulted in additional time and resources by County for emergency situations, such as uncontrolled sewage flow and loss of water pressure in the Country Club Heights subdivision. Enclosed for your reference is a Stop Work Order issued by County on March 6, 2023, as result of these incidents. In addition to liquidated damages, the County intends to recover actual damages incurred from emergency responses by the County’s Utilities crews.

The County is requesting Liberty Mutual Insurance Company provide the County a plan acceptable to County for completion of the subject project without any further delay.

**UTILITIES DEPARTMENT**

**ADMINISTRATION**



We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. J. Edwards", is written over the typed name. The signature is fluid and extends to the right.

William J. Edwards, P.E., Interim Director

Copy to: Benchmark Construction Co., Inc.  
Attachments

Date: June 13, 2022

Via Email: [emmew@bmk8.com](mailto:emmew@bmk8.com)

Ref: CC-3999-21/TAD Country Club Heights Sewer and Water Main Replacement Project

## NOTICE TO PROCEED

The services provided by your firm shall begin on June 13, 2022 and be substantially completed within **Five Hundred Forty (540) calendar days on December 4, 2023**. These services shall reach final completion within **Thirty (30) calendar days thereafter on January 3, 2024**, as described in the contract documents. The timely and accurate performance of the work set forth in the contract documents is important to the County. It is also a primary consideration for contractor selection on future projects.

Please acknowledge below, retain a copy for your records and return one scanned copy to the Seminole County Purchasing and Contracts Division via reply to the email address below.

We are glad to have you on as part of the County's project team and we look forward to a successful project.

Sincerely,

Tony Durrum, CPPB, A.P.P.  
Sr. Procurement Analyst  
Phone :( 407)-665-7123  
E-mail: [tdurrum@seminolecountyfl.gov](mailto:tdurrum@seminolecountyfl.gov)

---

### ACCEPTANCE OF NOTICE

Acceptance of the above "NOTICE TO PROCEED" is hereby acknowledged, this 13<sup>th</sup> day of June, 2022.

By: Jason P. Coleman  
Print Name

[Signature]  
Signature

Title: Operations Manager

Company: Benchmark Construction Company, Inc.

cc: Environmental Services/Util. Engineering  
Finance/File

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: Benchmark Construction Co., Inc. Date: 5/17/2023
Contract No.: Project Name: Country Club Heights Sewer and Water Main Replacement
Change Order No.: 01 Work Order No.: (if applicable)

Original Contract / Work Order Amount: \$ 4,348,725.00 4,388,725.00
Amount prior to this Change Order, if different: \$
Change Order Amount: [X] Increase [ ] Decrease [ ] No Change \$ 37,108.37
Revised Contract / Work Order Amount including this Change Order: \$ 4,425,833.37

Change Order Time: [X] Increase [ ] Decrease [ ] No Change 22 Days
Date of Substantial Completion through this Change Order: December 26, 2023
Date of Final Completion through this Change Order: January 25, 2024

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order does or [X] does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager: Architect / Engineer of Record: Contractor:
Name: Tammy Ryan Pelkey Stefano Ceriana Benchmark Construction
Address: 500 W Lake Mary Blvd 1016 Spring Villas Pt 2260 Southwind Blvd
Winter Springs, FL 32708 Bartlett, IL 60103
Sign: [Signatures]
Date: May 17, 2023 May 24, 2023 May 19, 2023

PURCHASING AND CONTRACTS DIVISION:

Signature: Diane Reed Digitally signed by Diane Reed Date: 2023.06.19 14:57:50 -04'00'
FOR Procurement Administrator Date
As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: Tony Durrum Digitally signed by Tony Durrum Date: 2023.06.19 15:49:58 -04'00'
WITNESS: Michael Guild Digitally signed by Michael Guild Date: 2023.06.19 15:45:37 -04'00'

[ ] For Board approved Items: Meeting Date: Item #







# Benchmark Construction Co., Inc.

*General Construction / Construction Management / Engineering Services*

City Office  
3349 S. Kedzie Ave.  
Chicago, IL 60623  
(773) 247-0881

Suburban Office  
2260 Southwind Blvd.  
Bartlett, IL 60103  
(630) 497-1700  
(630) 497-1737 Fax

Company: Seminole County  
Date: 5-16-2023

Attn: Seminole County

**Project Location: Country Club Heights – Longwood, FL**  
**RE: Proposal, Change Order Request, Cost for extra material, Inserta-tees, and/or Stainless Steel Sleeve required to replace rubber wye's for approximately 66 sewer services**

**Benchmark Construction's price for this work will be as follows:**

1. Mobilization (Equipment, Employee's on Location) (No Extra Cost)
2. Site Preparation (Traffic Control) (No Extra Cost)
3. Work (Connection of approximately 66 services, replacing wye's with Inserta-tee's)

**Price for work stated above and below is (Cost of Material): \$406.46 each.**  
**Price for (Cost of Mechanical Sleeve): \$380.81 each.**  
**(Includes all equipment and labor needed)**

**Scope of Work**

**Benchmark Construction will provide the following:**

- All Equipment
- All Personnel
- All Materials

**Seminole County will Provide the following:**

- Plans and Specs for project.

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 06/19/2023 15:55:24 -04:00  
eCertified Id: 00C2-03FC-0B2S  
Page 3 of 5



FEL\_WINTER HAVEN,FL WATERWORKS  
 #1588  
 2439 7TH ST SW  
 WINTER HAVEN, FL 33880-1948  
 Phone: 863-401-2764  
 Fax: 863-291-4240

Deliver To:	
From:	Matthew Meyer
Comments:	

11:26:13 MAY 11 2023

Page 1 of 1

FEL-WINTER HAVEN, FL WW  
 Order Confirmation  
 Phone: 863-401-2764  
 Fax: 863-291-4240

Order No: 2031070  
 Order Date: 05/09/23  
 Writer: MCM

Req Date: 05/20/23

Ship Via: COUNTER PICK-UP  
 Terms: NET 10TH PROX

Sold To: MG UNDERGROUND LLC  
 9720 N HARMONY BORDER ST  
 COUNTRY CLUB HEIGHTS  
 BRAZIL, IN 47834

Ship To: CUSTOMER PICK-UP

Cust PO#: DREW

Job Name: COUNTRY CLUB HEIGHTS

Item	Description	Quantity	Net Price	UM	Total
I6P26FB8PE17	6X8 SDR26 X HDPE SDR17 INSERTA TEE	86	246.000	EA	21156.00
GMAX8	8.40-10.15 MAX ADPT COUP	20	206.420	EA	4128.40
MUL067326	6 PVC HW SWR GXG 45 ELL	30	56.650	EA	1699.50
MUL067306	6 PVC HW SWR GXG 22-1/2 ELL	30	77.220	EA	2316.60
			<b>Net Total:</b>		\$29300.50
			<b>Tax:</b>		\$1829.23
			<b>Freight:</b>		\$0.00
			<b>Total:</b>		\$31129.73

**WARRANTY PROVISIONS**

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=44&on=65278>

**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 06/19/2023 15:55:24 -04:00

eCertified Id: 00C2-03FC-0B2S

Page 4 of 5

# FERGUSON®

## WATERWORKS

EMAIL DUPLICATE INVOICE

FEL-TAMPA, FL WATERWORKS #044  
 REMIT TO NEW ADDRESS:  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

<b>Deliver To:</b>	
<b>From:</b>	Matthew Meyer
<b>Comments:</b>	

Please Contact With Questions:  
 813-627-1240

Invoice Number	Customer	Page
2031261	65278	1

Please refer to Invoice Number when making payment and remit to:

**TOTAL DUE ----> 2284.88**

FEL-TAMPA, FL WATERWORKS #044  
 REMIT TO NEW ADDRESS:  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**Sold To:**

MG UNDERGROUND LLC  
 9720 N HARMONY BORDER ST  
 COUNTRY CLUB HEIGHTS  
 BRAZIL, IN 47834

**Ship To:**

COUNTER PICK UP  
 8008 E SLIGH AVE  
 TAMPA, FL 33610-0000

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
44	44	FL2POL	MATT	ERN	COUNTRY CLUB HEIGHTS	05/15/2023	114987
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
6	6	FF193915	8X15 F1 SS REP CLMP 8.99-9.39		355.900	EA	2135.40
<b>Invoice Sub-Total</b>							<b>2135.40</b>
<b>Tax</b>							<b>149.48</b>
<b>Total Amt</b>							<b>2284.88</b>

<b>TOTAL DUE ----&gt;</b>	<b>2284.88</b>
---------------------------	----------------

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
 eCertified at 06/19/2023 15:55:24 -04:00  
 eCertified Id: 00C2-03FC-0B2S  
 Page 5 of 5

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: Benchmark Construction Co. Inc. Date: 6/26/23

Contract No.: CC-3999-21 Project Name: Country Club Heights Sewer and Water Main Replacement

Change Order No.: 02 Work Order No.: (if applicable)

Original Contract / Work Order Amount: \$ 4,348,725.00 4,388,725.00
Amount prior to this Change Order, if different: \$ 4,385,833.37 4,425,833.37
Change Order Amount: [ ] Increase [ ] Decrease [x] No Change \$ 0.00
Revised Contract / Work Order Amount including this Change Order: \$ 0.00

Change Order Time: [x] Increase [ ] Decrease [ ] No Change 94 Days
Date of Substantial Completion through this Change Order: 3/29/24
Date of Final Completion through this Change Order: 4/28/24

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order does or does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager: Name: Tammy Ryan Pelkey Address: 500 W Lake Mary Blvd Sanford, FL 32773
Architect / Engineer of Record: Name: Stefano Ceriana Address: 1016 Spring Villas Pt. Winter Springs, FL 32708
Contractor: Name: Benchmark Construction Co. Inc. Address: 2260 Southwind Blvd. Bartlett, IL 60183
Signatures and dates for all parties.

PURCHASING AND CONTRACTS DIVISION:

Signature: Robert T. Bradley, Procurement Administrator, Date: 7/27/2023
As authorized by Section 3.554, Seminole County Administrative Code
Witness: Herronda S. Mortimer

[ ] For Board approved Items: Meeting Date: Item #

C-02 - CHANGE ORDER FORM (Rev 100120)



726 W Taft Vineland Rd  
Orlando FL 32824

oldcastleinfrastructure.com

June 16<sup>TH</sup>, 2023

Benchmark Construction,

We, Oldcastle, and the industry were facing significant delays due to material availability as well as labor shortages. We understood that the project for Seminole County Country Club Heights was a high-priority, and we did everything in our power to expedite the sourcing and met the deadlines to complete the project. That being said, we ask that you give Benchmark a 94-day extension to complete this project as the delays in material was out of their control.

Sincerely,

Anna Sappleton  
Outside Sales Representative for Central Florida and East Coast



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## MEMORANDUM

**DATE:** February 19, 2024  
**TO:** Benchmark Construction  
**FROM:** Seminole County Utilities Engineering   
**SUBJECT:** Country Club Heights Utility – Sanitary Deficiencies

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Utilities Engineering believes that the sanitary system is not functioning as intended and may cause hardship to the residents in the near future. Further, the first stage of video inspection for the currently installed system has not been completed to date in accordance with the approved specifications, Section 33 01 30. Listed below are the deficiencies within the sanitary system that need to be addressed and corrected prior to continuing with further installation construction activities.

We request that Benchmark Construction make these deficiencies their top priority and correct these issues at the earliest convenience.

### Burns Ave

- MH 57 to MH 56 – Video needs to be provided. Inspections witnessed 8” HDPE south of MH 57 goes up hill south of the MH.
- MH 888 – Installation of MH 888 is needed.
- MH 56 to MH 888 – Video needs to be provided to determine deficiencies.
- MH 888 to MH 55 – Video needs to be provided to determine deficiencies.
- MH 55 to MH 54 – Provide video once the pipe bursting activity is complete to determine if there are deficiencies.

### Clyde Ave

- MH 63 to MH 62 – Video received - 8” HDPE main line is holding water indicating there is either a hump or belly in the line.
- MH 62 to MH 61 – Partial video received shows holding water +/- 20’ south of MH 62. Video stops at 20’ and a complete video not provided. 8” HDPE main line is holding water indicating there is either a hump or belly in the line.
- MH 61 to MH 54 – Video needs to be provided to determine deficiencies.

Densities around manholes and all road crossings.

Repairs to the underdrain system damaged to date.

Coordinate with the County Inspector on the timeframe to complete the deficiencies, testing, and verification of corrections.

THROUGH

\*\*\*\*\*STOP WORK\*\*\*\*\*

NOTICE

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

NOTICE

Project: Country Club Heights Utilities Rehab  
Contractor: Benchmark Construction

In order to avoid a citation for this violation it is necessary to contact the  
Seminole County Environmental Services Department.

LOCATION: Clyde Ave

DATE: 3/6/23

COMMENTS: Unacceptable construction methods

Laterals Not connected  
causing Sewer Spills  
No Pipe bursting

Dave McBroorn  
Utilities Inspector

DO NOT REMOVE THIS NOTICE

Detach and bring this portion of the card with you to the Seminole County  
Environmental Services Department.

LOCATION: Utilities Engineering @ Reflections

DATE: 3/6/23

COMMENTS: \_\_\_\_\_

Permit Number: \_\_\_\_\_

\_\_\_\_\_  
Utilities Inspector, Seminole County

THROUGH

\*\*\*\*\*STOP WORK\*\*\*\*\*

NOTICE

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

NOTICE

Project: Country Club Heights Utilities Rehab  
Contractor: Benchmark Construction

In order to avoid a citation for this violation it is necessary to contact the  
Seminole County Environmental Services Department.

LOCATION: Clyde Ave

DATE: 3/6/23

COMMENTS: Unacceptable construction methods

Laterals Not connected  
causing Sewer Spills  
No Pipe bursting

Dave McBroorn  
Utilities Inspector

DO NOT REMOVE THIS NOTICE

Detach and bring this portion of the card with you to the Seminole County  
Environmental Services Department.

LOCATION: Utilities Engineering @ Reflections

DATE: 3/6/23

COMMENTS: \_\_\_\_\_

Permit Number: \_\_\_\_\_

\_\_\_\_\_  
Utilities Inspector, Seminole County



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0731**

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**Title:**

Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) between coalition partners including Seminole County (Lead Applicant), Osceola County, Orange County, City of Orlando, City of Altamonte Springs, City of Winter Springs, City of Oviedo, and Tohopekaliga Water Authority to complete the Federal EPA Climate Pollution Reduction Grant application submitted on April 1, 2024 with a required submission of a MOA with coalition partners to EPA by July 1, 2024, and authorize the County Manager or designee to execute the supporting documents as required for the grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives

**Division:**

Resource Management - Grants Administration

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

George Woodring/407-665-7168

**Background:**

In March 2024, the Board authorized the grant application submission of the Federal Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) for the Central Florida region. The CPRG grant application requires that a Memorandum of Agreement with coalition partners be executed and submitted to EPA by July 1, 2024 to be eligible for grant awarding. Seminole County's legal team in conjunction with staff and coalition partners drafted the attached MOA for approval and signatures of coalition partners respective Boards.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) between coalition partners including Seminole County (Lead Applicant), Osceola County, Orange County, City of Orlando, City of

Altamonte Springs, City of Winter Springs, City of Oviedo, and Tohopekaliga Water Authority to complete the Federal EPA Climate Pollution Reduction Grant application submitted on April 1, 2024 with a required submission of a MOA with coalition partners to EPA by July 1, 2024.

**MEMORANDUM OF AGREEMENT BETWEEN COALITION PARTNERS**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida (“Seminole County”), **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida (“Osceola County”), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“Orange County”), **CITY OF ORLANDO**, a municipal corporation of the State of Florida (“City of Orlando”), **CITY OF ALTAMONTE SPRINGS**, a municipal corporation of the State of Florida (“City of Altamonte Springs”), **CITY OF WINTER SPRINGS**, a municipal corporation of the State of Florida (“City of Winter Springs”), **CITY OF OVIEDO**, a municipal corporation of the State of Florida (“City of Oviedo”), and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district of the State of Florida (“Toho Water Authority”) (collectively referred to in this Agreement as “Parties”; individually, “Party”).

**W I T N E S S E T H:**

**WHEREAS**, Section 163.01, Florida Statutes, as may be amended, authorizes public agencies to enter into agreements with other public agencies to serve a public purpose; and

**WHEREAS**, the United States Environmental Protection Agency (“EPA”) provides financial assistance through the Climate Pollution Reduction Grant (“CPRG”) to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing greenhouse gas emissions and other harmful air pollution; and

**WHEREAS**, Seminole County, as the lead applicant and on behalf of the Parties, has submitted an application, including letters of intent or letters of support from the Parties, to the EPA for the CPRG; and

**WHEREAS**, if awarded, Seminole County will receive grant funds from the EPA for an approximate amount of ONE HUNDRED SEVENTY-FOUR MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$174,837,252.00) for the Central Florida Waste to Energy Initiative (“CFWEI”), which will result in a regional wastewater biosolids to renewable natural gas processing facility (“Facility”) that will benefit the Parties and the community at large (“Project”); and

**WHEREAS**, prior to an award of the CPRG, EPA requires all members of a coalition to submit a signed Agreement by July 1, 2024, outlining the elements specified by the EPA in its Appendix E – Guidelines for a Memorandum of Agreement for a Coalition.

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

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

**Section 2. Term.** The effective date of this Agreement is the date the last Party executes this Agreement, and expires on July 1, 2030 (“Term”), unless terminated earlier in accordance with this Agreement.

**Section 3. Climate Pollution Reduction Grant.**

(a) If the EPA awards Seminole County the CPRG, the Parties have agreed to implement and contribute resources for a regional project to reduce greenhouse gas emissions and other harmful air pollution for local communities, as further specified in Exhibit A – Project

Description and Proposed Operating Model, attached to and incorporated in this Agreement. To further the Parties' intent in accomplishing the Project, the Parties are committed to fulfilling roles and responsibilities, as further specified in Exhibit B – Roles, Responsibilities, Commitments, and Benefits, attached to and incorporated in this Agreement.

(b) As lead applicant, Seminole County will be accountable to the EPA and is fully responsible for effectively carrying out the scope of work for the Project in accordance with this Agreement. Seminole County will ensure appropriate financial accounting is completed for proper financial management of the CPRG. All Parties agree to work in good faith to accomplish the objectives set forth in this Agreement and the CPRG. To this end, each Party agrees to contribute to the Project by the appointment of a representative to form a newly established CFWEI Advisory Board, which will provide advice and guidance related to the planning and implementation process, including advising on the negotiation in contracts for the Project. This CFWEI Advisory Board will be subject to Florida's Sunshine Law, Section 286.011, Florida Statutes. Each Party should attempt to appoint a representative experienced in biosolids, waste, or wastewater.

(c) The Parties' performance under this Agreement is contingent upon an appropriation by the Federal government and is subject to grant conditions that may require modification of this Agreement.

**Section 4. Sovereign Immunity.** To the fullest extent permitted by law, each Party is solely and fully liable for the acts and omissions of its elected officials, officers, employees, and agents. Nothing in this Agreement may be construed as a waiver by any Party of its sovereign immunity. Nothing in this Agreement may be construed as consent to be sued by third parties in any matter arising out of this Agreement nor denying any Party any remedy or defense available under the laws of the State of Florida.

**Section 5. Termination.** Each Party may terminate their participation in this Agreement without further obligation to the other Parties by providing thirty (30) days prior written notice to all the Parties in accordance with the “Notice” Section of this Agreement. The termination of participation in this Agreement by a Party will not serve as a termination of the participation in the Agreement by the remaining Parties.

**Section 6. Employee Status.** Persons employed by any Party in the performance of this Agreement are deemed not to be the employees or agents of any other Party, nor do these employees have any claims to pensions, workers’ compensation, unemployment compensation, civil service, or other employee rights or privileges granted to any other Party’s employees or agents either by operation of law or by any Party.

**Section 7. 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 e-mailed, and one of the following: (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Parties delivered according with this “Notice” Section:

**As to Seminole County:**

Attention: Johnny Edwards, Interim Utilities Director  
Seminole County  
500 West Lake Mary Boulevard  
Sanford, Florida 32773  
E-mail: [wedwards@seminolecountyfl.gov](mailto:wedwards@seminolecountyfl.gov)

**With a Copy to:**

Attention: John Slot, Chief Technology Officer, Administrator for Sustainability and  
Adaptability  
Seminole County  
1101 E. 1st Street

Sanford, Florida 32771  
E-mail: [jslot@seminolecountyfl.gov](mailto:jslot@seminolecountyfl.gov)

**As to Osceola County:**

Attention: Don Fisher, County Manager  
Osceola County  
1 Courthouse Square  
Kissimmee, Florida 34741  
Email: [Don.Fisher@osceola.org](mailto:Don.Fisher@osceola.org)

**As to Orange County:**

Attention: Ed Torres, M.S. P.E., LEED AP, Director, Orange County Utilities  
Orange County  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
E-mail: [ed.torres@ocfl.net](mailto:ed.torres@ocfl.net)

**As to City of Orlando:**

Attention: Corey Knight, P.E., Public Works Director  
City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801  
[Corey.Knight@cityoforlando.net](mailto:Corey.Knight@cityoforlando.net)

**As to City of Altamonte Springs:**

Attention: Franklin W. Martz II, City Manager  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
E-mail: [FWMartz@Altamonte.org](mailto:FWMartz@Altamonte.org)

**With a Copy to:**

Attention: Bruce Doig, P.E., LEED-AP, Director of Public Works  
City of Altamonte Springs  
950 Calabria Drive  
Altamonte Springs, Florida 32714  
E-mail: [BDoig@altamonte.org](mailto:BDoig@altamonte.org)

**As to City of Winter Springs:**

Attention: Kevin McCann, Mayor  
City of Winter Springs  
1126 E. SR 434  
Winter Springs, Florida 32708

E-mail: [kmccann@winterspringsfl.org](mailto:kmccann@winterspringsfl.org)

**As to City of Oviedo:**

Attention: Bryan Cobb, City Manager  
City of Oviedo  
400 Alexandria Boulevard  
Oviedo, FL 32765  
E-mail: [bcobb@cityofoviedo.net](mailto:bcobb@cityofoviedo.net)

**As to Toho Water Authority:**

Attention: Todd P. Swingle, CEO  
Toho Water Authority  
951 Martin Luther King Boulevard  
Kissimmee, FL 34741  
E-mail: [tswingle@tohowater.com](mailto:tswingle@tohowater.com)

**Section 8. Parties Bound.** This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

**Section 9. Assignment.** This Agreement may not be assigned by any Party without the prior written approval of all the Parties.

**Section 10. Conflict of Interest.** 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 any other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government. Notwithstanding the foregoing, the Parties are not prohibited from entering into other arrangements for biosolids management.

**Section 11. Dispute Resolution.**

(a) In the event of a dispute related to this Agreement, the Parties shall informally meet to resolve such dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event an informal meeting does not resolve the dispute, a Party to this Agreement may notify the other Parties in writing that it wishes to commence formal dispute

resolution with respect to any unresolved dispute under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed in accordance with Section 14 (“Governing Law, Jurisdiction, and Venue”). The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

(c) Notwithstanding the preceding, court action may be commenced by a Party without first attempting to resolve the dispute informally or through mediation as provided above, if deemed appropriate by a Party to avoid the expiration of an applicable limitations period, seek an injunction to prevent imminent harm, or to preserve a superior position with respect to other creditors.

**Section 12. Reports.** Each Party agrees to promptly provide updates, information, and reports when requested by the EPA or by another Party to provide the public with transparency.

**Section 13. Equal Opportunity Employment.** The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants for employment, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 14. Governing Law, Jurisdiction, Venue, Attorneys’ Fees and Costs.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in

state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties shall each bear their own costs, experts' fees, consultants' fees, attorneys' fees, paralegals' fees and other fees at all administrative, pretrial, trial and appellate levels incurred in connection with this Agreement and any litigation or appeals arising either directly or indirectly from this Agreement.

**Section 15. Compliance with Laws and Regulations.** The Parties must abide by all statutes, codes, ordinances, rules, regulations, executive orders, and guidance pertaining to or regulating the provision of this Agreement.

**Section 16. Entire Agreement.**

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

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

**Section 17. Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

**Section 18. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 19. 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 20. No Third-Party Beneficiaries.** This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 21. Authority.** By signing below, the signatory acknowledges that they are officially authorized to sign this Agreement on behalf of their respective Party.

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

*[Signatures and attestations on the following pages]*

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY FLORIDA

By: \_\_\_\_\_  
Chair/Vice Chair

Date: \_\_\_\_\_

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**ORANGE COUNTY**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

Attest: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

[SEAL]

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**CITY OF ORLANDO, FLORIDA,**  
a municipal corporation of the State of Florida

\_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Orlando,  
Florida, only

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ as Mayor/Mayor Pro Tem, and Stephanie Herdocia, City  
Clerk, of the City or Orlando, Florida.

\_\_\_\_\_  
Notary Public Signature  
Print, Type or Stamp Name of Notary: \_\_\_\_\_

(Affix Notary Stamp or Seal)

\_\_\_\_\_ Personally Known or \_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**CITY OF ALTAMONTE SPRINGS, FLORIDA**

Approved as to form and  
legality for use and  
reliance by the City of  
Altamonte Springs

By: \_\_\_\_\_  
Pat Bates, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. FOWLER, City Attorney

ATTEST: \_\_\_\_\_  
Angela M. Apperson, City Clerk

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

\_\_\_\_\_  
Signature

(Notary Seal)

\_\_\_\_\_  
Print name

Notary Public - State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:

**CITY OF WINTER SPRINGS**

\_\_\_\_\_  
CHRISTIAN GOWAN, City Clerk

By: \_\_\_\_\_  
KEVIN MCCANN, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony A. Garganese, City Attorney

**CITY OF OVIEDO**

\_\_\_\_\_  
Julianna Ross, Asst. City Attorney

By: \_\_\_\_\_  
Megan Sladek, Mayor, City of Oviedo

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Elianne Rivera, City Clerk

**TOHOPEKALIGA WATER AUTHORITY**

By: \_\_\_\_\_  
Todd P. Swingle, CEO/Executive Director

Attest: \_\_\_\_\_  
Alison Smith, Executive Assistant

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Todd P. Swingle, CEO/Executive Director of Tohopekaliga Water Authority, an independent "Special District" created pursuant to Chapter 189, Laws of Florida. He is personally known to me.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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

BP/

5/23/24

T:\Users\bpatel\Special Projects\CPRG\MOA v2\Memorandum of Agreement (MOA) - 5.23.24.docx

Attachments:

Exhibit A – Project Description and Proposed Operating Model

Exhibit B – Roles, Responsibilities, Commitments, and Benefits

**EXHIBIT A**  
**PROJECT DESCRIPTION AND PROPOSED OPERATING MODEL**

***General Overview***

The Project proposed by the Kissimmee, Orlando, Sanford Metropolitan Statistical Area (“KOS MSA”) will involve a strategic public-private partnership aimed at maximizing resource utilization and minimizing environmental impact by reducing greenhouse gas emissions (“GHG”) commonly generated by current biosolid disposal practices and significantly reducing or eliminating biosolids land application.

As background, biosolids generated by wastewater treatment facilities pose significant environmental challenges, specifically those directed towards landfills or land application for final disposal. Parties represented in the KOS MSA aim to capture methane gas from biosolids and convert it into renewable natural gas (“RNG”) through well-established anaerobic digestion (“AD”) and gas cleaning technology. The RNG will be sold as a commodity and seamlessly integrated into the natural gas pipeline where it will be utilized as compressed natural gas (“CNG”) for fleet vehicles or for use by the local municipal power provider to offset demand for non-renewable gas for power production. The revenue generated from the sale of RNG and associated renewable identification number (“RIN”) credits will be shared among the Parties.

An innovative Super Critical Water Oxidation (“SCWO”) process will be utilized to address contaminants such as per- and polyfluoroalkyl substances (known as “PFAS”) in the residual digested solids, concurrently generating clean steam power. Through the SCWO process, PFAS chemicals are destroyed and biosolids are rendered an inert solid with less than thirty percent (30%) of their initial volume remaining to be land applied or directed to landfills. The additional energy generated will be used onsite to operate the Facility.

***Proposed Operating Model for the Coalition***

Upon receipt of CPRG funding, the Parties propose to engage Bioman LLC as a CPRG subrecipient to design, permit, and construct the Facility in years 1-3 of the Term. The parent company of Bioman LLC, Orlando BioEnergy, LLC, will be privately funding and concurrently constructing a separate AD plant, co-located on the same site as the Facility, to process food waste and other non-biosolid organic materials. Although wastewater biosolids must be isolated from the organic waste being processed by the food waste AD portion of the plant the Project benefits through the synergized approach, as the privately funded plant will be using the same AD technology as the Facility, providing a more economical and viable solution than would be possible with a standalone wastewater biosolids facility.

The Facility will have the capacity to accept 290,000 wet tons/year of biosolids from the Parties. Entities other than the Parties may bring biosolids to the Facility for processing if capacity is available after meeting the Parties’ needs. Once online, the Facility is expected to ramp up in capacity through year 3, achieving 100% capacity in years 4 and 5 of the Term.

***Project Basis and Details***

The two major biosolids disposal practices currently utilized in Central Florida are landfilling and land application, both of which can emit significant amounts of GHGs during the hauling, pre-treatment, and active treatment stages of these processes. Significant volumes of wet sludge must be long hauled via commercial vehicles that typically run on fossil fuels and emit significant amounts of GHGs. Once at the

landfill or land application site, organic matter in the sludge decomposes, releasing potent GHGs such as methane directly into the atmosphere.

To address these issues, the Project proposes to divert biosolids from being landfilled or land applied to instead being processed entirely using AD followed by the emerging technology of SCWO.

Orlando BioEnergy, LLC is currently in the process of designing, permitting, and constructing, through an approximate \$60 million private financial investment, a source separated organics processing facility (“SSOPF”) to service the Central Florida area. At such facilities, a combination of often difficult to handle feedstocks is taken from large urban areas, agriculture, and industry, and then the carbonaceous component is converted into RNG through the AD process. The RNG is used for multiple purposes, depending on the relevant scenario at the facility’s location, either for grid injection, transportation fuel as CNG, or power generation. Further, remaining CO<sub>2</sub> from the process is captured and processed for sale. This gives two output streams, RNG and CO<sub>2</sub> developed from renewable waste products, that can be directly used to replace the equivalent fossil fuel derived products. The Orlando BioEnergy, LLC facility is registered as an SSOPF with the State of Florida, holds an air construction permit, and is anticipated to break ground in November 2024. The CPRG funded Facility for processing biosolids would be designed, permitted, and constructed concurrently with the Orlando BioEnergy LLC plant on the same site located in East Central Florida.

Upgrading AD biogas to grid quality RNG involves a series of sophisticated processes aimed at purifying the biogas into a high-quality, pipeline-grade methane commodity for sale. Initially, the raw biogas, primarily composed of methane and CO<sub>2</sub> along with trace impurities such as hydrogen sulfide and moisture, undergoes pre-treatment to remove contaminants and moisture, typically through methods like desulfurization and dehydration. Following pre-treatment, the biogas enters the upgrading system where it undergoes purification via other established technologies. These processes selectively capture CO<sub>2</sub> and other impurities resulting in a methane-rich gas stream suitable for sale and injection into natural gas pipelines. The production of RNG from AD biogas not only offers a sustainable alternative to fossil fuels but also helps mitigate GHG emissions by converting organic waste into a valuable energy resource.

The Facility will include a CNG dispenser for transportation fuel, constructed and operated by Nopetro Energy. This dispenser will chiefly be used to fuel CPRG funded CNG tractors to haul the Parties’ municipal wastewater biosolids but will also be used commercially and support the CNG revenue sharing of the Parties.

In addition to the production of RNG as a commodity, the CO<sub>2</sub> rich off-gas from the biogas upgrading system can be recovered and sold for an additional revenue stream. The facility will include a CO<sub>2</sub> liquefaction station, which can produce liquid food-grade CO<sub>2</sub> (99.9% purity) in a containerized system with a small footprint. The CO<sub>2</sub> is compressed and dried to completely remove moisture. The CO<sub>2</sub> then passes through a fine filter to remove any remaining odorant compounds or impurities. The purified gas is sent to a CO<sub>2</sub> liquefier from which pure liquid CO<sub>2</sub> is produced. The liquid CO<sub>2</sub> can be used in a variety of industries such as food and beverage, breweries, distilleries, refrigeration, bioethanol facilities, and greenhouses.

The AD digestate from the Facility will be treated using 374Water’s AirSCWO technology. During the SCWO process, the digestate’s temperature and pressure are elevated above the critical point of water (374°C, 221 bar) so that all organic compounds are oxidized rapidly and completely. These conditions prevent the formation of incomplete combustion byproducts and the formation/release of GHGs other

than CO<sub>2</sub>. During SCWO, carbon is converted into a relatively small volume of CO<sub>2</sub> and released in the vent gas. 374Water will design and integrate their patented AirSCWO units into the Facility to execute this step, while working closely with Orlando BioEnergy to optimize the process flow between digestion and SCWO to reduce energy usage. 374Water's AirSCWO system is equipped with an energy recovery system that renders the system net energy-positive once steady state is established (within a few hours from cold start). The efficient startup and shutdown processes are the only time periods where external energy is required and, once self-sustained, only a minor amount of CO<sub>2</sub> is emitted. Excess energy not used in the SCWO process will be used to provide power to the balance of the Facility site. Additionally, the excess heat from 374Water's system will be captured and sent to preheat the AD system, further reducing outside fuel demands and their related emissions.

### ***Revenue Sharing***

The Facility has the potential to create four revenue streams that will be shared between the Facility operator and the Parties. These revenue streams will be generated from the sale of RNG, the sale of the resulting RIN credits, the sale of CO<sub>2</sub> and the processing of biosolids from entities other than the Parties. The CFWEI Advisory Board will be tasked with negotiating the revenue sharing agreement with the Facility operator. The proposed revenue sharing plan for the Parties' revenue allocation is described below.

#### *Proportional sharing*

Revenues generated by the sale of RNG, RIN credits and CO<sub>2</sub> will be directly proportional to the volume of sludge delivered by each of the Parties. Since the volume of sludge will vary greatly depending on the percent solids of the material delivered, revenue sharing will be based on the dry ton equivalent of the solids delivered. This ensures equivalent measurement amongst all the Parties. Each Parties' revenue share from the Parties' biosolids will be calculated on a quarterly basis as follows:

Revenue share = total RNG/RIN/CO<sub>2</sub> revenues from Parties dry tons biosolids X Specific Party dry tons/total Parties' dry tons

For example, if a Party delivered 100 dry tons during the month and the total number of dry tons delivered by all Parties for the month was 1000 tons, the proportional revenue share for that Party would be 100 tons/1000 tons = 10% of RNG/RIN/CO<sub>2</sub> revenues.

Note that the proportional sharing formula only applies to revenues derived from biosolids generated by the Parties. In the scenario of Iron Bridge, where multiple entities contribute biosolids, the volume at Iron Bridge will be attributed to the original contributing parties.

Additionally, there are four potential revenue streams that will be generated by processing biosolids from entities other than the Parties (e.g. RNG, RIN credits, CO<sub>2</sub> sales revenues and tipping fee revenues). The same proportional sharing method will be utilized for these potential revenue streams.

#### *Tipping Fees*

The CFWEI Advisory Board will be tasked with negotiating the biosolids processing tipping fee and hauling fee agreements with the Facility operator. The biosolids processing tipping fee for the Parties will be based on the actual operating cost of the Facility. The hauling fee will be based on the per mile operating cost of hauling sludge from each Party's wastewater treatment plant to the Facility. Any Party may choose to self-haul sludge to the Facility or contract these services to a company other than the Facility operator should they wish to do so with no change in the biosolids processing tipping fee.

The biosolids processing tipping fee and hauling fee for entities other than the Parties will be set at a higher rate than that charged to the Parties. This higher rate will include a revenue share component to be distributed to the Parties. As part of the agreement discussed above, the CFWEI Advisory Board will negotiate a revenue “surcharge” for biosolids processing tipping fees and hauling fees charged to non-Party entities. The “surcharge” will be collected by the Facility operator on behalf of the Parties and will be distributed to the Parties at an agreed upon payment schedule.

**EXHIBIT B**  
**ROLES, RESPONSIBILITIES, COMMITMENTS, AND BENEFITS**

Exhibit B delineates the roles, responsibilities, commitments, and benefits of the Parties who have provided Letters of Intent, included with Seminole County’s application to the EPA for the CPRG. These activities are required to implement the Project funded by the CPRG grant as described in Exhibit A and support the operation of the Facility upon completion of construction.

**Seminole County** has accepted the role as the lead grant applicant and will assume responsibility for all activities related to the administration of the grant award. As the lead applicant, Seminole County is responsible for:

- a) Providing an administrative office within Seminole County to effectuate the terms of the CPRG and this Agreement.
- b) Establishing the CFWEI Advisory Board to provide input on the development, implementation, and operations of the Project.
- c) Coordinating with the Parties during implementation of the Project to keep the Parties informed of progress.
- d) Coordinating the distribution of funds to public and private subrecipient of the CPRG and monitoring the subrecipient’s procurement of subcontractors to construct the Project.
- e) Working with the Orlando Science Center (“OSC”) on a mass scale public education campaign tying in principles from Seminole Education Restoration Volunteer’s (“SERV”) waste to energy education program.
- f) Working with the University of Central Florida to establish a background GHG monitoring program that will collect data to include in the annual and capstone reports of the Project.

The **Parties** will be responsible for:

- a) Appointing a representative to the CFWEI Advisory Board.
- b) Work collectively to develop agreements (“Implementing Agreements”) to implement the Project, including but not limited to, a subrecipient agreement, facility operating agreement, revenue sharing agreement, and hauling agreement, with terms and conditions acceptable to all of the Parties, with the entities referenced in Exhibit A and any other necessary entities.
- c) Providing up to an estimated maximum average daily ton of sludge, shown as dry volume, to the Facility once Implementing Agreements acceptable to the Parties have been executed and the Facility is fully operational, as shown in the table below:

Entity Name	Average Daily Dry Biosolids Tons Delivered to the Facility
Seminole County	4.20
City of Orlando	62
Osceola County	See Tohopekaliga Water Authority
Orange County	58
Tohopekaliga Water Authority	37.88
City of Altamonte Springs	10
City of Winter Springs	2.16
City of Oviedo	2.24

**Benefits**

The Parties recognize the interconnected nature of sustainability and resilience efforts, understanding that these issues transcend individual jurisdictions. With a firm commitment to regional collaboration, the Parties actively support initiatives like the Facility, recognizing its potential to significantly reduce GHG and carbon emissions across the region. By pooling resources and expertise with neighboring counties and municipalities, the Parties anticipate greater effectiveness in achieving environmental goals and fostering long-term sustainability.

Beyond the environmental benefits of reduced emissions and cleaner air, the Parties anticipate additional advantages in the form of potential revenue streams. These revenues could be channeled into enhancing resident services, further improving the quality of life for the communities involved. Moreover, the Project's community engagement component presents a valuable opportunity for the Parties to foster awareness and interest among its residents. By actively involving the community, the Parties aim to bolster its overall sustainability outreach and education efforts, empowering residents to play an active role in shaping the region's future. Moreover, the project will establish a network of greenhouse gas (GHG) monitoring devices throughout the region and develop a skilled workforce capable of analyzing and reporting on the gathered data.

Through collaborative efforts with local post-secondary institutions and technical schools, the Parties aim to leverage the Project to expand access to skills training and educational opportunities for its residents. By aligning educational curricula with the needs of local industries, including those associated with the Project, the Parties seek to equip its workforce with the skills necessary to qualify for higher-wage jobs. This initiative not only enhances economic opportunities for residents but also strengthens the region's economic resilience and competitiveness in the long run.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0732**

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**Title:**

Approve and authorize the Chairman to sign a Memorandum of Agreement (MOA) for the Tampa Bay Regional Planning Council (TBRPC) to complete the Federal EPA Climate Pollution Reduction Grant (CPRG) application requirement and submit an MOA from all Coalition Members by July 1, 2024, and authorize the County Manager or designee to execute the supporting documents as required for the grant. If the CPRG grant is awarded to TBRPC, Seminole County will receive funding for a solar array in the Seminole County Landfill. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Innovation and Strategic Initiatives

**Division:**

Resource Management - Grants Administration

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

George Woodring/407-665-7168

**Background:**

In March 2024, the Board authorized the County to submit a letter of Intent to participate as a coalition member with the Tampa Bay Regional Planning Council (TBRPC) with their grant application submission for the Federal Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG). TBRPC application included \$12,055,000 for Seminole County to install a solar array at Seminole County Landfill. Other coalition members with the TBRPC include City of Jacksonville, City of Orlando, Orange County, Osceola County, and Sarasota County.

The CPRG grant application requires that a Memorandum of Agreement with coalition partners be executed and submitted to EPA by July 1, 2024 to be eligible for grant awarding.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to sign a Memorandum of Agreement (MOA) for the Tampa Bay Regional Planning Council (TBRPC) to complete the Federal EPA Climate Pollution Reduction Grant (CPRG) application requirement and submit an MOA from all Coalition Members by July 1, 2024. If the CPRG grant is awarded to TBRPC, Seminole County will receive funding for a solar array in the Seminole County Landfill.

## MEMORANDUM OF AGREEMENT

### BETWEEN

The Tampa Bay Regional Planning Council (TBRPC) and  
City of Jacksonville, City of Orlando, Orange County, Osceola County, Sarasota County, and  
Seminole County

for

Implementation of the Sunshine State Energy Resilience Coalition (SSERC) Project

This is a memorandum of agreement (MOA) between the TBRPC and Coalition Members (City of Jacksonville, City of Orlando, Orange County, Sarasota County, and Seminole County) .

When referred to collectively, the TBRPC and Coalition Members are referred to collectively as the “Parties” and individually as a “Party”.

1. **BACKGROUND:** The TBRPC, on behalf of the Parties, applied for a United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) Program as part of the SSERC, with TBRPC as the lead applicant. The Parties plan to execute the SSERC project, as outlined in this MOA, if awarded at \$199,999,999 in funding, and a memorandum of agreement must be signed between TBRPC and Coalition Members. Working together, the Parties will implement greenhouse gas reductions and programs that help Low-Income and Disadvantaged Communities across the respective Coalition Member jurisdictions in the State of Florida, covering a population of more than 8.6 million residents.
2. **AUTHORITIES:** Each Party represents that it has the authority to enter into this MOA and perform its obligations hereunder.
3. **PURPOSE:** The purpose of the MOA is to clearly define the roles and responsibilities of each Coalition Member will have to expend EPA CPRG funding to ensure fiscal responsibility. The MOA also will detail grant reporting requirements and procedures and how funding will be distributed to the Parties.
4. **ROLES, RESPONSIBILITIES and COMMITMENTS OF THE PARTIES:**
  - a. As the lead applicant, the TBRPC will be accountable to the EPA and accepts full responsibility for coordinating with the Coalition Members to effectively carry out the full scope of work and the proper financial management of the grant. Toward this end, the TBRPC will:
    - i. Hire five (5) staff members with CPRG funding to ensure proper oversight of project goals and funds;
    - ii. Set up a separate financial account for CPRG funding;
    - iii. Provide financial and programmatic reports to the EPA as needed; and
    - iv. Hold meetings with Coalition Members to ensure communication;
    - v. Enter into an agreement with EPA that has been reviewed and approved by the TBRPC board (the EPA Grant Agreement);
    - vi. Provide each of the Coalition Members with a copy of the fully executed EPA Grant Agreement, upon receiving grant agreement from EPA, and which shall not be amended without written consent of each Party;
    - vii. Comply with all requirements of the EPA Grant Agreement.

- b. Coalition Members are Grant Subrecipients and will be responsible for proper use of EPA funding and project management and will also be accountable to the TBRPC. Contingent upon execution of EPA Grant Agreement, Coalition Members will:
  - i. Assume the responsibility of proper oversight of project goals and funds by either:
    - 1. Designating at least one (1) staff member; or
    - 2. Establishing a partnership with a public agency located within their Metropolitan Statistical Area (MSA)
  - ii. Provide quarterly reports to TBRPC fifteen (15) days after the end of the calendar quarter of activities and expenditures;
  - iii. Attend (in person or virtually) meetings of Coalition Members to ensure communication;
  - iv. Procure all goods and services according to EPA procurement guidelines;
  - v. Report to the TBRPC greenhouse gas emission reductions and total estimates quarterly;
  - vi. Take no action that would violate the terms of the EPA Grant Agreement or would adversely impact the funding hereunder to any Coalition Member.
- c. All Parties will:
  - i. Maintain sound financial policies
  - ii. Include the EPA funding received by the respective Party in its own financial audit.

5. **PROPOSED OPERATING MODEL FOR THE COALITION:** Coalition Members will act as separate legal entities. As the lead applicant, the TBRPC will serve as the primary fiscal agent and provide structure for the multi-regional project. The TBRPC will distribute funding to Parties within sixty (60) days of receiving funding from the EPA. The Parties will be responsible for selecting CPRG funding projects that are aligned with EPA Grant Agreement, as outlined in the MOA, and reporting to the TBRPC. The Parties will also be responsible for overseeing project bidding, designing projects, and constructing projects, if applicable. The Parties have agreed to accept the following funding amounts:

<b>Lead Applicant &amp; Coalition Member</b>	<b>Budgeted Amount</b>
Tampa Bay Regional Planning Council	\$75,634,264
Sarasota County	\$26,187,174
Orange County	\$29,861,222
City of Jacksonville	\$40,428,531
City of Orlando	\$7,958,766
Seminole County	\$12,055,000
Osceola County	\$7,875,042
<b>Total</b>	<b>\$199,999,999</b>

- 6. **PERSONNEL:** Each Party is responsible for the wages and benefits of its employees. Each Party is responsible for supervision and management of its personnel.
- 7. Resources each Party will contribute to the project, contingent upon CPRG grant award and executed EPA Grant Agreement:

- a. Tampa Bay Regional Planning Council
  - i. Administrative and fiscal entity. The TBRPC will hire or designate 5 staff members. The Program Manager, Administrative Assistant, and Communications Manager will work on the SSERC project coordination with all Coalition Members. The Project Manager and Project Coordinator will work with subrecipients in the Tampa-St. Petersburg- Clearwater MSA to ensure project success.
- b. Sarasota County
  - i. Sarasota County is a Coalition Member that will hire a Technical and Administrative Project Coordinator and Energy Education and Workforce Development Project Coordinator. Project Manager, Sara Kane, will work in-kind to ensure subrecipients in North Port-Sarasota-Bradenton MSA work together to ensure project success.
- c. Orange County
  - i. Orange County will fund a Capital Project Staff, Construction Project Coordinator, and Senior Contract Administrator. Orange County will work with subrecipients in the Orlando-Kissimmee-Sanford MSA. They will coordinate with contractors on Orange County contracted projects. Fund a regional lead position with the East Central Florida Planning Council to oversee project development in the Orlando-Kissimmee-Sanford MSA.
- d. City of Jacksonville
  - i. The City of Jacksonville will endeavor to hire, subject to required approvals and appropriation of funds, a Technical Project Coordinator and Energy Education and Workforce Development Project Coordinator. The Project Manager will be the Jacksonville Sustainability Manager, who will oversee all subrecipients in the Jacksonville MSA. Fund a regional lead position for the Northeast Florida Regional Council to help manage projects constructed in Jacksonville MSA.
- e. City of Orlando
  - i. The City of Orlando will designate an Energy Concierge/Educator position and manage contracts, consultants, and project bidding. The City of Orlando will coordinate with Orange County and the regional lead on project development.
- f. Seminole County
  - i. If the TBRPC is awarded the CPRG and Seminole County thereby receives the full budgeted amount specified in this MOA, Seminole County intends to utilize these funds to complete the tasks outlined in Exhibit A, attached to, and

incorporated in this MOA. Seminole County's performance is contingent on reaching mutually acceptable terms with any third-parties to complete the tasks specified in Exhibit A.

g. Osceola County

- i. Osceola County will manage contracts, consultants, and project bidding. Osceola County will coordinate with Orange County and the regional lead on project development.

8. GENERAL PROVISIONS:

- a. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Parties.

- i. POC:

- 1. For TBRPC —

- a. Courtney Wright, Senior Planner, 727-570-5151 x30, [courtney@tbrpc.org](mailto:courtney@tbrpc.org)
      - b. Cara Woods Serra, Director of Resiliency, 727-570-5151 x28, [cara@tbrpc.org](mailto:cara@tbrpc.org)

- 2. For Sarasota County —

- a. Sara Kane, Sustainability and Resilience Manager, (941) 861-9802, [skane@scgov.net](mailto:skane@scgov.net)
      - b. Kristin Ruger, Grants Analyst, (941) 861-5033, [kruger@scgov.net](mailto:kruger@scgov.net)

- 3. For Orange County —

- a. Carrie Black, Chief Sustainability and Resilience Officer, 407-836-7389, [carrie.black@ocfl.net](mailto:carrie.black@ocfl.net).
      - b. Lori Forsman, Sustainability Programs Manager, 407-836-5439, [lori.forsmans@ocfl.net](mailto:lori.forsmans@ocfl.net).

- 4. For the City of Jacksonville —

- a. Ashantae Green, Sustainability Manager, 904-255-7847, [green@coj.net](mailto:green@coj.net)
      - b.

5. For the City of Orlando —

- a. Brittany Sellers, Sustainability, Resilience, & Future-Ready Assistant Director, 407-246-2530, [brittany.sellers@orlando.gov](mailto:brittany.sellers@orlando.gov)
- b. Mike Hess, Sustainability, Resilience, & Future-Ready Director, 407-246-3877, [michael.hess@orlando.gov](mailto:michael.hess@orlando.gov)

6. For Seminole County —

- a. George Woodring, Financial Grant Administrator, 407-665-7168, [gwoodring@seminolecountyfl.gov](mailto:gwoodring@seminolecountyfl.gov)
- b. Oliver Bond, Solid Waste Division Manager, 407-665-2253, [obond@seminolecountyfl.gov](mailto:obond@seminolecountyfl.gov)

7. For Osceola County —

- a. Susan Caswell, Sustainability Director, 407-742-0350, [susan.caswell@osceola.org](mailto:susan.caswell@osceola.org)
- b. Paul Conover, Sustainability Project Manager, 407-742-0353, [paul.conover@osceola.org](mailto:paul.conover@osceola.org)

b. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed,

i. if to the TBRPC, to—

- 1. Wren Krahl, 4000 Gateway Centre Blvd. #100 Pinellas Park, Florida 33782

ii. and, if to Sarasota County, to—

- 1. Sara Kane, Sustainability and Resilience Manager, 6700 Clark Rd., Sarasota, FL 34241

iii. and, if to Orange County, to—

- 1. Carrie Black, Chief Sustainability & Resilience Officer, 201 S. Rosalind Ave., Fifth Floor, Orlando, FL 32801

iv. and, if to the City of Jacksonville, to—

- 1. Ashantae Green, Sustainability Manager, 214 N. Hogan Street, Suite 800, 8<sup>th</sup> Floor, Jacksonville, FL 32202

v. and, if to the City of Orlando, to—

1. Brittany Sellers, Sustainability, Resilience, & Future-Ready Assistant Director, 1010 S. Westmoreland Dr., Orlando, FL 32805

vi. and, if to Seminole County, to—

1. George Woodring, Financial Grant Administrator, 1101 E. First Street, Sanford, FL 32771

vii. and, if to Osceola County, to—

1. Susan Caswell, Sustainability Director, 1 Courthouse Square Ste 2100 Kissimmee FL 34741

or as may from time to time otherwise be directed by the Parties.

- c. REVIEW OF AGREEMENT. This MOA will be reviewed by the Parties annually on or around the anniversary of its effective date for financial impacts; if there are substantial changes in resource requirements, the MOA will be reviewed in its entirety.
- d. MODIFICATION OF AGREEMENT. This MOA may be modified only by written agreement of the Parties, duly signed by their authorized representatives.
- e. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or EPA issuance, be resolved by consultation among the Parties.
- f. TERMINATION OF AGREEMENT. Each Party may terminate their participation in this MOA upon thirty (30) days written notice to all other Parties. This MOA may be terminated by all Parties, or by the express order of the EPA.
  - i. The TBRPC has the right to terminate a Party if EPA requirements are not met and the TBRPC has provided the noncomplying party with written notice detailing the noncompliance and an opportunity to cure such noncompliance within sixty (60) days of receipt of such written notice.
- g. TRANSFERABILITY. This MOA is not transferable except with the written consent of all the Parties, including the EPA.
- h. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement among the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- i. EFFECTIVE DATE. This MOA takes effect upon the execution of the EPA Grant Agreement.
- j. EXPIRATION DATE. This MOA will expire when all grant requirements have been met, as defined by the EPA Grant Agreement.
- k. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA, and this MOA will be for the sole and exclusive benefit of the Parties. The Parties are each a political subdivision, special district, or agency of the State of Florida as defined in Chapter 768.28, Florida Statutes, and each agrees to be fully responsible for the acts and omissions or negligence of its agency or employees, to the extent permitted by law.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency, special district, or political subdivision of the State of Florida or an agency of the State to be sued by third parties in any matter arising out of this Agreement or any other contract.

- l. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions that achieve the purpose intended by the Parties to the greatest extent permitted by law.
- m. LEGAL AFFECT OF MOA. This MOA does not bind any federal agency nor waive required compliance with any law or regulation.

AGREED: [Approval authority signatures will never be alone on a blank page]

Tampa Bay Regional Planning Council —

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wren Krahl, Executive Director

\_\_\_\_\_  
(Date)

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  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its June 11, 2024,  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

***The MOA must be signed by all the Parties. Signatories must be officially authorized to sign on behalf of their agency or organization, and their signature should include title and agency name.***

## Seminole County Landfill Floating Solar Program Overview

If the Tampa Bay Regional Planning Council is awarded the Climate Pollution Reduction Grant, Seminole County through a Subrecipient Agreement intends to utilize \$12,055,000 to complete the following scope:

### Introduction:

The Landfill Floating Solar Program is a comprehensive initiative aimed at integrating renewable energy solutions into our landfill facility while fostering community engagement and sustainability. This overview outlines the strategic framework of the program, emphasizing its key components, anticipated outcomes, and commitment to environmental stewardship and community empowerment.

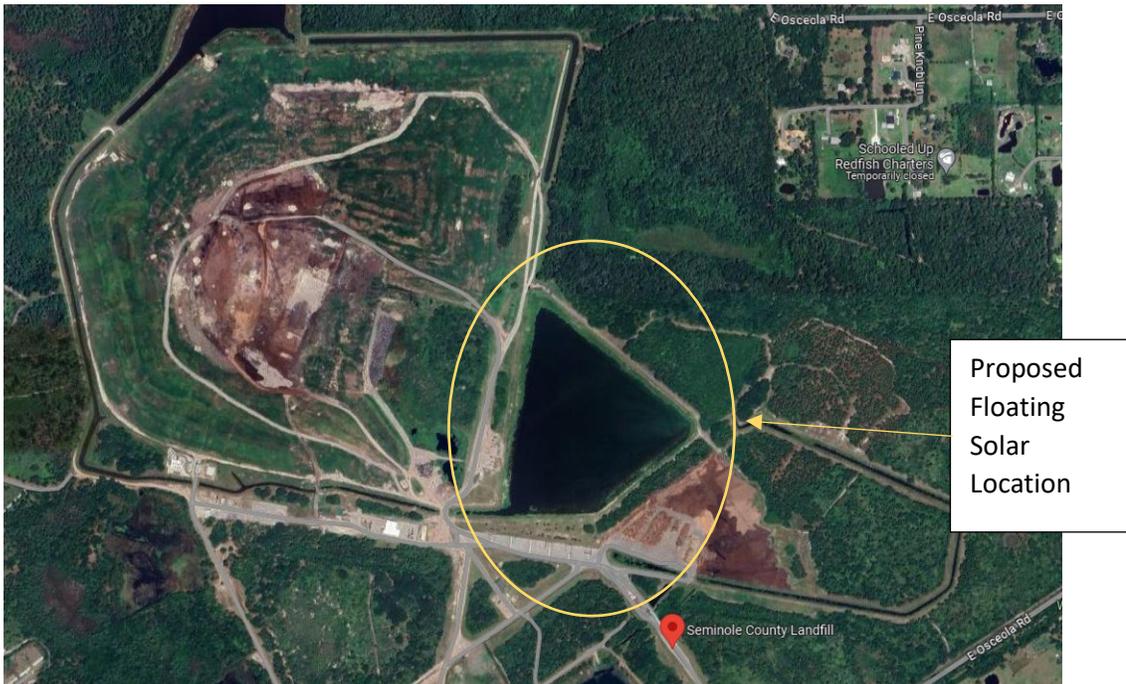
### Project Scope:

At the heart of the Landfill Floating Solar Program is the implementation of a cutting-edge floating solar array on the landfill's pond. The floating solar array, leveraging innovative technology, will harness solar energy and contribute to our renewable energy goals. With a budget allocation of \$10 million and utilizing a price point of \$1.50/watt, the array is projected to generate approximately 9.75 GWh/year of renewable energy, substantially offsetting the facility's current power consumption of 461 Megawatt Hours annually. The community engagement component of the program is estimated at \$2 million over the course of the grant period, bringing the total estimated program cost to \$12 million.

### Solar Array Description:

The program features a state-of-the-art floating solar array strategically positioned atop the pond located at the Seminole County Florida Landfill. With the pond covering approximately 24 acres, the 6.5MW floating solar array is estimated to occupy roughly 16 acres of this area, maximizing solar exposure while minimizing impact on the surrounding environment.

The array will be meticulously designed and engineered to optimize energy production, utilizing advanced floating solar technology. Rows of solar panels will be securely mounted on floating platforms, ensuring stability and efficiency in varying water conditions. The array's innovative design allows for easy maintenance and adaptation to the pond's unique characteristics.



## Seminole County Landfill Floating Solar Program Overview

Integration with the grid will be seamlessly facilitated, with the solar array tying into the grid to the south of the pond. This strategic positioning ensures efficient energy distribution and minimizes connection costs while maximizing the overall effectiveness of the renewable energy system.

**Environmental Impact:** Through the utilization of solar energy, the program endeavors to achieve noteworthy reductions in greenhouse gas emissions, fostering cleaner air and a healthier environment for our community. This emphasis on clean, sustainable energy production underscores our dedication to minimizing environmental impact and promoting a greener future for generations to come. For every MWh produced by solar, the Landfill Floating Solar Program is estimated to avoid the release of 0.3 lbs of Sulfur Dioxide, 0.4 lbs of Nitrogen Oxides, and 829 lbs of Carbon Dioxide, aligning with our commitment to environmental sustainability.

The Landfill Floating Solar Program's production of 9.75 GWh/year of renewable energy yields substantial environmental benefits, significantly reducing greenhouse gas emissions. Consequently, the total avoided emissions amount to approximately 2,925 pounds of Sulfur Dioxide, 3,900 pounds of Nitrogen Oxides, and a remarkable 8,081,250 pounds of Carbon Dioxide annually. This substantial reduction in emissions underscores the program's commitment to clean and sustainable energy production, contributing to cleaner air and a healthier environment for the community. This represents approximately 9M passenger car miles annually.

### Emissions Calculation Method:

Emissions calculations methodology assume the following average emission rates:

- Passenger car: 404 grams (0.89 pounds) of CO<sub>2</sub> per mile
- 8,081,250 pounds / 0.89 pounds per mile ≈ 9,085,393 miles

### Community Engagement:

The community engagement component of the program aims to extend its benefits to the wider community through a range of initiatives, including a rebate program for LIDAC public buildings, community centers, and homeless shelters. This initiative promotes energy efficiency and affordability, fostering social equity and community resilience.

### Subrecipient Budget Summary:

Part-time Personnel & Fringe \$195,414

Contractual Solar Array Installation & CEOI Design & Permitting \$11,085,000

Other – LIDAC Rebate Program \$475,000

Other – Seminole Education Outreach \$299,586

Total Subrecipient Allocation \$12,055,000

### Conclusion:

The Landfill Floating Solar Program represents a visionary approach to sustainable energy generation and community empowerment. Through collaboration, innovation, and a commitment to environmental responsibility, this program sets a precedent for responsible waste management and renewable energy integration, creating a brighter, greener future for all stakeholders involved.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0741**

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**Title:**

Request Board approval to submit a grant application to the U.S. Department of Transportation for the Active Transportation Infrastructure Investment Program requesting up to \$2,000,000 for a planning grant for the Seminole County Trail program connecting the southern trail in Orange County to the northern trail in Volusia County; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Parks & Recreation

**Division:**

Resource Management - Grants Administration

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

George Woodring/407-665-7168

**Background:**

The U.S. Department of Transportation Active Transportation Infrastructure Investment Program provides funding for planning grants for Active Transportation Networks. These networks are facilities built for active transportation including sidewalks, bikeways, and pedestrian and bicycle trails that connect between destinations within a community or metropolitan region. Seminole County is seeking planning grant funding to provide a trail system through Seminole County which connects to the southern trail system of Orange County to the northern trail system in Volusia County to help complete a statewide trail system in Florida. The trail system shall also provide connections to Seminole County environmental learning facilities as well as provide safe and connected active transportation to community destinations such as schools, neighborhoods, and businesses.

Planning and Design grant must be for projects that have planning and design costs of not less than \$100,000 with a maximum amount of \$2,000,000. The grant requires a

20% local matching funds for the project.

**Requested Action:**

Staff requests Board approval to submit a grant application to the U.S. Department of Transportation for the Active Transportation Infrastructure Investment Program requesting up to \$2,000,000 for a planning grant for the Seminole County Trail program connecting the southern trail in Orange County to the northern trail in Volusia County; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant.

# Grant Request Form

*A minimum of 45-days' notice is required to prepare an agenda item for the board*

**Grant Name:** Active Transportation Infrastructure Investment Program

**Grantor Agency:** US DOT

**Grantor Contact Name/Email:** Kenan Hall, ATIIP@dot.gov

**Grant Due Date:** Monday June 17th 2024

**Grant Eligible Amount:** \$100,000 - \$2,000,000 **County Requesting Amount:** \$2,000,000

**Grant Award/Term:** \_\_\_\_\_

**Match Requirement (Yes/No):** YES **Match Amount %:** at least 20%

**Is Match Budgeted or In-kind:** Either is allowable

**Estimated Match Amount:** plan, design, and construct eligible projects that provide active transportation

**County Department:** Parks & Recreation

**County Project Manager:** Sherry Williams

**Project Manager Phone:** 407-665-2170 **Project Manager Email:** swilliams02@seminolecountypa.gov

**Brief Scope of Grant:** Plan, Design, Construct eligible projects that provide safe and connected active transportation

**Please check one:** **New Grant:**  **Prior Grant:**  **How Long (Multiple):** \_\_\_\_\_

**Does grant tie to existing project:** \_\_\_\_\_

**Does Department need Assistant with a Grant Consultant:** \_\_\_\_\_

**Background for Agenda Item (Scope of Project):**

To provide a trail system through Seminole County which connects to the Southern trail system of Orange County and the Northern trail system of Volusia county in order to help complete a statewide trail system in Florida.

The trail system shall also provide connections to Seminole County environmental learning facilities as well as provide safe and connected active transportation to community destinations such as schools, neighborhoods, and businesses.

# Grant Request Form

## OTHER GRANT RELATED QUESTIONS:

Project Partner Required, If Yes, has a Partner(s) Been Identified?

No

Is hiring of new staff required (temporary and/or permanent and how many FTE's)?

No

Does the project implementation require a contractor, or can it be completed by county staff (is staff licensed and qualified to implement the project)?

Yes

Does staff have the time/resources to manage the grant, if awarded?

Yes

Would the program continue after the grant is closed?

Yes

Is there sufficient time to complete the project within the grant period?

Yes

Is retroactive activity allowable? \_\_\_\_\_

## ATTACH NOTICE OF FUNDING OPPORTUNITY (NOFO) FOR GRANT

### APPROVAL SIGNATURES

Preparer Approval: Carl Kelly Digitally signed by Carl Kelly  
Date: 2024.04.18 12:00:03 -04'00'

Department Director Approval: Richard E. Durr, Jr. Digitally signed by Richard E. Durr, Jr.  
Date: 2024.04.23 09:08:47 -04'00'

Grants Office Approval: George Woodring Digitally signed by George Woodring  
Date: 2024.05.22 10:52:14 -04'00'

Please submit this form to the Grants Department email at [grantsoffice@seminolecountyfl.gov](mailto:grantsoffice@seminolecountyfl.gov)



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0697**

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**Title:**

Approve the proposed negotiated settlement of an auto liability/bodily injury lawsuit (Tre Johnte Melik Otero v. Seminole County, Florida, Case No. 2021CA002774) related to an automobile crash that occurred on September 4, 2020, for the total amount of \$85,000, inclusive of attorney's fees. 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:**

On September 4, 2020, Mr. Otero (Plaintiff) was the passenger in an automobile that was involved in a motor vehicle crash with a County-owned vehicle being operated by a Facilities employee. The County employee received a citation for careless driving as a result of the law enforcement investigation of the crash. Plaintiff claims medical bills for his alleged injuries totaling over \$133,000. Plaintiff served his Complaint on Seminole County on December 30, 2021. On April 30, 2024, a tentative settlement agreement was reached contingent upon approval by the Seminole County Board of County Commissioners. As evidenced by the attached signed General Release, Plaintiff has authorized his counsel to execute a Joint Stipulation for Dismissal with Prejudice of the lawsuit to be filed with the Court by counsel upon settlement. The proposed settlement of \$85,000 is inclusive of attorney's fees and provides for a full and complete settlement of any and all claims, rights and actions whatsoever that the Plaintiff has or may have against Seminole County.

**Requested Action:**

Approve the proposed negotiated settlement of any and all claims, rights and actions

whatsoever that the Plaintiff has or may have against Seminole County for the total amount of \$85,000, inclusive of attorney's fees, and authorize staff and counsel to execute all necessary settlement documents.

**GENERAL RELEASE**

THIS GENERAL RELEASE is executed this 2nd day of May, 2024, by **TRE JOHNTÉ MELIK OTERO**, hereinafter referred to as “Plaintiff” or “Releasor.” By executing this General Release, Plaintiff acknowledges being of lawful age and of sound mind and is hereby fully and generally releasing and discharging SEMINOLE COUNTY, FLORIDA, its officers, employees, agents, attorneys and representatives, past and present, and any person, firm or corporation in privity with it, including Davies Claims North America, Inc., and insurer, BRIT Global Specialty USA, (hereinafter referred to collectively as “Defendants” or “Releasees”), from any and all claims, rights and actions whatsoever.

**RECITALS**

A. Plaintiff claims he suffered significant and permanent loss of a bodily function and/or permanent and significant scarring, permanent injury within a reasonable degree of medical probability other than scarring or disfigurement, aggravation or activation of an existing disease or physical defect, pain suffering, disability, physical impairment, inconvenience, and a loss of capacity for the enjoyment of life, expenses of medical care and treatment in the past and in the future, and loss of wages and/or loss of earning capacity in the future. He claims that the aforementioned injuries, damages, harms and losses in the past are either permanent or continuing and he will continue to suffer into the future as a result of an incident that occurred on or about September 4, 2020, near North US Highway 17-92 in Seminole County, Florida, just past the intersection of Silkwood Court, and filed a lawsuit in the Seminole County Circuit Court, *Tre Johnte Melik Otero v. Seminole County*, Case Number: 2021-CA-002774.

B. Plaintiff desires to execute this General Release in order to provide for a certain payment in full settlement and discharge of all claims which are or might have been brought against Defendants upon the terms and conditions set forth herein.

**RELEASE**

Plaintiff hereby agrees as follows:

**1. Release and Discharge**

In consideration of the payment called for herein, Plaintiff generally releases and forever discharges Defendants, their insurers, officers, directors, shareholders, agents, and employees, past and present, and their past, present and future officers, directors, shareholders, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereinafter be affiliated, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, expenses and compensation, or punitive damages which the Plaintiff now has or which may hereinafter accrue or otherwise be acquired on account of or in any way growing out of or which are the subject of the incident that occurred on or about September 04, 2020, including, without limitation, any and all known or unknown claims for bodily injuries, personal injuries, loss of services, loss of support, loss of earnings, loss of protection, mental pain and suffering and medical expenses to the Plaintiff, which have resulted or may result from the alleged acts or omissions of the Defendants. This release and discharge on the part of the Plaintiff shall be a fully binding and general release by the Plaintiff of the Defendants, their assigns and successors. The Plaintiff agrees to defend, indemnify and hold the Defendants harmless from and against all such claims, demands, obligations, actions, causes of action, damages, costs and expenses.

2. **Payment**

In consideration of the release and discharge set forth above, the Defendants hereby agree to pay **EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)** for a full and complete settlement.

3. **Attorney's Fees and Costs**

Plaintiff shall bear all attorney's fees and costs arising from the actions of his own counsel in connection with the lawsuit referred to in Recitals Paragraph A, this General Release and the matters referred to herein, and all related matters.

4. **General Release**

Plaintiff hereby acknowledges and agrees that the release and discharge set forth above is a General Release and he further expressly waives and assumes the risk of any and all claims which exist as of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect the Plaintiff's decision to execute this General Release.

Plaintiff further agrees that he has accepted payment of the sum specified herein as a general compromise of matters involving disputed issues of law and fact and he assumes the risk that the law or facts may be otherwise than he believes. It is understood and agreed by Plaintiff that this General Release is a compromise of a disputed claim and the payment made is not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

5. **Discharge and Indemnification of Defendants and Satisfaction of Liens**

Plaintiff further states that at the time of the execution of this General Release, there are no outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers, psychologists, counselors or other entities for amounts paid on behalf of Plaintiff by

reason of the incident which is the subject matter of the above-described pending lawsuit or, in the alternative, if there are outstanding claims, Plaintiff will satisfy those claims and will hold Defendants harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, liens for the provision of medical and psychological services or liens held by Medicaid or Medicare or any other federal or state agency.

In reaching agreement on the terms of this General Release, to the extent of the Plaintiff's entitlement to Medicare benefits, under 42 U.S.C. § 1395y, and entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2), to recover any conditional payment made by CMS. Plaintiff and Plaintiff's Counsel understand and agree that as used in this Release, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance).

The parties agree that this General Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of conditions Plaintiff alleges are related to the incident that is the subject of Releasor's Amended Complaint. The parties agree that this settlement is intended to provide Plaintiff a lump sum payment which will foreclose Defendants' responsibility for future payment of all injury-related medical expenses.

The parties to this General Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare, but which may be necessary in the ongoing treatment of Plaintiff's injury, and without an admission of liability on the part of the Defendants, have been taken into consideration in the calculation and settlement of Plaintiff's future medical expenses.

Plaintiff acknowledges that any decision regarding entitlement to Medicare 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 States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this General Release.

Plaintiff has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this General Release may have on Plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may affect Plaintiff's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Plaintiff desires to enter into this General Release agreement to settle his injury claim according to the terms set forth herein.

To the extent Medicare has paid for Releasor's medical costs, expenses, or fees for his injuries he relates to the incident described in the Complaint, and Medicare has a conditional payment claim as a result of same, Releasor and Releasor's attorney agree to inform the Coordination of Benefits and Recovery Contractor of this settlement in order to obtain the Final Demand and resolution of the conditional payment amount. Plaintiff and Plaintiff's attorney further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and the Plaintiff's counsel. Plaintiff warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of the Plaintiff, and further agree that the Plaintiff will indemnify and hold harmless Defendants for any and all amounts paid and/or sought by Medicare/CMS from Releasees.

**6. Reservation of First Party Benefits**

Notwithstanding anything herein to the contrary, this General Release shall not release any health, disability or other insurance carrier or self-insureds from their obligation to provide any personal injury protection coverage, medical payment coverage, uninsured/underinsured motorist coverage, health insurance coverage, major medical insurance coverage, workers' compensation benefits/insurance, and/or disability insurance coverage from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have on account of personal injuries known or unknown to the undersigned arising from the subject accident. In executing this General Release, it is the intention of Plaintiff to release and discharge the Defendants only and to reserve all rights of Plaintiff to obtain all first-party benefits to which Plaintiff may be entitled.

**7. Warranty of Capacity to Execute General Release**

Plaintiff represents and warrants that besides himself, no other person or entity has or has had any interest in the claims, demands or actions referred to in this General Release, except as otherwise set forth herein; and that he has the sole right and exclusive authority to execute this General Release and receive the sum specified in it; and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands or actions referred to in this General Release.

**8. Dismissal of Lawsuit With Prejudice**

Plaintiff understands and agrees that concurrently with the execution of this General Release, his counsel shall file with the Court a Stipulated Voluntary Dismissal with Prejudice of the civil action described above, with each party to bear their own attorney fees and costs. Plaintiff agrees the Court will retain jurisdiction to enforce the provisions of this General Release.

**9. Entire Agreement and Successors in Interest**

This General Release contains the entire agreement between Plaintiff and Defendants with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

**10. Representation of Comprehension of Document**

By the execution of this General Release, Plaintiff represents that he has fully read the General Release and fully understands and accepts the same.

**10. Taxes**

It is understood and agreed that the payment described above constitutes tort damages. It is acknowledged that in the event any tax liability ensues from the payment of these tort damages, Plaintiff shall assume sole responsibility for said liability and such tax liability shall not be a ground for setting aside the settlement and/or this General Release.

**11. Governing Law**

This General Release shall be construed and interpreted in accordance with the laws of the State of Florida.

**12. Effectiveness**

This General Release shall become effective upon execution by Plaintiff below.

EXECUTED AT \_\_\_\_\_, Orange County, this 2nd day of May, 2024.

[Signature]  
WITNESS

[Signature]  
TRE JOHNTÉ MELIK OTERO

[Signature]  
WITNESS

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was sworn to and signed before me by means of \_\_\_ physical presence or  online notarization, by TRE JOHNTÉ MELIK OTERO who is personally known to me or who produced FL DL as identification, this 2nd day of May, 2024.

Brandie Schexnaider  
NOTARY PUBLIC  
My Commission Expires: 11-20-27



**BRANDIE SCHEXNAIDER**  
Notary Public  
State of Florida  
Comm# HH465728  
Expires 11/20/2027



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0707**

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**Title:**

Approve the proposed negotiated settlement of a general liability/bodily injury lawsuit (Mark Sackett v. Seminole County, Florida, Case No. 2021CA001085) related to an incident that occurred on April 17, 2020, for the total amount of \$85,000, inclusive of attorney's fees. 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:**

On April 17, 2020, Mr. Sackett (Plaintiff) alleges he tripped and fell on an uneven sidewalk panel while out for a run in his neighborhood. Plaintiff sustained an injury requiring surgery and incurred medical costs of approximately \$66,000. Plaintiff served his original Complaint on Seminole County on May 28, 2021 and filed his Amended Complaint on August 8, 2023. On May 2, 2024, a tentative settlement agreement was reached contingent upon approval by the Seminole County Board of County Commissioners. As evidenced by the attached signed General Release, Plaintiff has authorized his counsel to execute a Joint Stipulation for Dismissal with Prejudice of the lawsuit to be filed with the Court by counsel upon settlement. The proposed settlement of \$85,000 is inclusive of attorney's fees and provides for a full and complete settlement of any and all claims, rights and actions whatsoever that the Plaintiff has or may have against Seminole County.

**Requested Action:**

Approve the proposed negotiated settlement of any and all claims, rights and actions whatsoever that the Plaintiff has or may have against Seminole County for the total

amount of \$85,000, inclusive of attorney's fees, and authorize staff and counsel to execute all necessary settlement documents.

**GENERAL RELEASE**

**WHEREAS**, a claim and lawsuit (Case No. 2021-CA-001085) for injuries and damages resulting from a certain incident occurring on April 17, 2020, on Danielle Drive near the intersection with South Citrus Road, Oviedo, Seminole County, Florida, was brought by Plaintiff MARK SACKETT against Defendant SEMINOLE COUNTY, alleging that MARK SACKETT sustained injuries from the incident as a result of the actions of agents or employees of SEMINOLE COUNTY; and

**WHEREAS**, SEMINOLE COUNTY has denied and continues to deny any and all liability for any of the aforesaid claims, injuries and damages; and

**WHEREAS**, on May 2, 2024, the parties reached a proposed settlement; and

**WHEREAS**, pursuant to the proposed settlement, if approved by the Board of County Commissioners, MARK SACKETT has agreed to accept the sum of Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00), inclusive of attorney's fees, and other good and valuable consideration in compromise and settlement of any and all claims he may have, whether now known or contemplated, arising out of the injuries and damages sustained by him, resulting from the action of any agent or employee of SEMINOLE COUNTY and further agrees to execute this General Release as to any and all such claims against SEMINOLE COUNTY and DAVIES NORTH AMERICA.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That the undersigned, MARK SACKETT, for the above-described sum and other good and valuable consideration, does hereby remise, release and forever discharge SEMINOLE COUNTY and DAVIES NORTH AMERICA and any of their respective

agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, of and from any and all manner of action and causes of actions, suits, sums of money, trespasses, agreements, controversies, damages, claims and demands whatsoever, including costs and attorney's fees, in law or in equity, or claims in equity, or claims of violations of civil or constitutional rights, either federal or state, or violations of any federal or state discrimination laws which are against Defendants SEMINOLE COUNTY and DAVIES NORTH AMERICA, their heirs, executors and administrators by any reason or matter, cause or thing from the beginning of the world to present.

That MARK SACKETT accepts and assumes all risk, chance, or hazard that any injuries, damages or losses are now or may become greater, more numerous or more extensive than are now known, anticipated or expected. The undersigned agrees that this General Release applies to all injuries, damages or losses of every kind and character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected.

That MARK SACKETT further covenants and agrees to indemnify, defend, save and hold harmless SEMINOLE COUNTY, DAVIES NORTH AMERICA and any of their respective agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, from any and all actions, causes of action, claims, demands or damages, either now known or to arise in the future, by any persons, firms, corporations or entities seeking reimbursement, compensation or payment arising out of the alleged incident described herein,

specifically including, but not limited to, any claim or lien of Medicare, Medicaid or any of their affiliated agencies, any health care provider for injuries sustained in this incident or any insurance carrier providing benefits related to this incident.

That MARK SACKETT and his attorneys further state that at the time of the execution of this General Release, there are no outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers, psychologists, counselors or other entities for amounts paid on behalf of MARK SACKETT by reason of the incident which is the subject matter of the above-described pending lawsuit or, in the alternative, if there are outstanding claims, MARK SACKETT will satisfy those claims and will hold SEMINOLE COUNTY and DAVIES NORTH AMERICA harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, liens for the provision of medical and psychological services or liens held by Medicaid or Medicare or any other federal or state agency.

In reaching agreement on the terms of this General Release, to the extent of MARK SACKETT'S entitlement to Medicare benefits, under 42 U.S.C. § 1395y, and entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2), to recover any conditional payment made by CMS, MARK SACKETT and his attorneys understand and agree that as used in this General Release, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance).

The parties agree that this General Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of conditions MARK SACKETT alleges are related to the incident that is the subject of Plaintiff's Amended Complaint. The parties agree that this settlement is intended to provide MARK SACKETT with a lump sum payment which will foreclose SEMINOLE COUNTY'S and DAVIES NORTH AMERICA'S responsibility for future payment of all injury-related medical expenses.

The parties to this General Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare, but which may be necessary in the ongoing treatment of MARK SACKETT'S injury, and without an admission of liability on the part of the SEMINOLE COUNTY, have been taken into consideration in the calculation and settlement of MARK SACKETT'S future medical expenses.

MARK SACKETT acknowledges that any decision regarding entitlement to Medicare 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 States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this General Release.

MARK SACKETT has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this General Release may have on MARK

SACKETT'S current or future entitlement to Social Security or other governmental benefits. MARK SACKETT acknowledges that acceptance of these settlement funds may affect MARK SACKETT'S rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, MARK SACKETT desires to enter into this General Release agreement to settle his injury claim according to the terms set forth herein.

To the extent Medicare has paid for MARK SACKETT'S medical costs, expenses, or fees for his injuries he relates to the incident described in the Amended Complaint, and Medicare has a conditional payment claim as a result of same, MARK SACKETT and his attorneys agree to inform the Coordination of Benefits and Recovery Contractor of this settlement in order to obtain the Final Demand and resolution of the conditional payment amount. MARK SACKETT and his attorneys further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and MARK SACKETT'S counsel. MARK SACKETT warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of MARK SACKETT, and further agree that MARK SACKETT will indemnify and hold harmless SEMINOLE COUNTY and DAVIES NORTH AMERICA for any and all amounts paid and/or sought by Medicare/CMS from SEMINOLE COUNTY and DAVIES NORTH AMERICA.

By entering into this General Release, MARK SACKETT represents that he has completely read all terms hereof and that such terms are understood and voluntarily accepted.

The undersigned warrants and agrees that no promise or inducement not herein

expressed has been made, that payment of the above-referenced sum is in compromise, settlement and full satisfaction of all of the aforesaid actions, claims and demands whatsoever, that the undersigned is over 18 years of age and legally competent to execute this General Release, and the undersigned is fully informed of the contents of this General Release and signs it with full knowledge of its meaning.

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal this 23 day of MAY 2024.

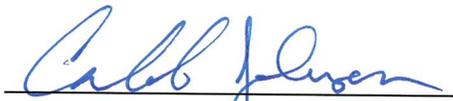
I hereby certify that I have read this entire GENERAL RELEASE, consisting of 6 pages, that I can read and speak English, and that I fully understand the terms and consequences of this GENERAL RELEASE.



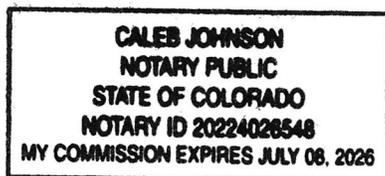
MARK SACKETT  
CLAIMANT/PLAINTIFF

COLORADO  
STATE OF ~~FLORIDA~~  
COUNTY OF ARAPAHOE

The foregoing instrument was sworn to and signed before me by means of  physical presence or \_\_\_ online notarization, by MARK SACKETT who is personally known to me or who produced COLORADO DRIVER'S LICENSE as identification, this 23<sup>RD</sup> day of MAY, 2024.



NOTARY PUBLIC  
My Commission Expires: 7/8/2024





# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0680**

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**Title:**

Approve and authorize the Chairman to execute a resolution confirming the NonAd Valorem Variable Rate Assessments for tax year 2024. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)

**Division:**

Resource Management - MSBU

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Michael A. Eason Jr./407-665-7164

**Background:**

The proposed Resolution is for the existing Municipal Services Benefit Units [MSBUs] with variable rate assessment rates. The Resolution establishes the nonad valorem assessment rates for the MSBUs that by the nature of the municipal services provided, as well as in accordance with governing ordinance provisions, are subject to annual determination of assessment rates. The Resolution further provides confirmation of the allocation by service category of MSBU Program Administrative costs that are included in variable rate non-ad valorem assessment calculations for collection through the uniform method.

The nonad valorem assessment rates exhibited in the Resolution will be posted to the MSBU Program website for public access and inquiry. A public hearing giving consideration to the official consolidated nonad valorem assessment roll for tax year 2024 will be held prior to September 15. A notice of proposed assessment, along with the details of the associated Public Hearing will be mailed to the owners of assessed property in July 2024.

**Tentative Dates:**

Notice Mailing July 1, 2024

Notice Publishing July 1, 2024

Public Hearing July 23, 2024

**Requested Action:**

Staff requests that the Board approve and authorize the Chairman to execute a resolution confirming the NonAd Valorem Variable Rate Assessments for tax year 2024.

**RESOLUTION**

of the

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

**ESTABLISHMENT OF ANNUAL  
MSBU NON-AD VALOREM ASSESSMENT RATES**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT  
THEIR REGULARLY SCHEDULED MEETING OF  
\_\_\_\_\_, 2024.**

**WHEREAS**, certain Municipal Service Benefit Units (“MSBUs”) have been created by ordinance for the purpose of providing specific municipal services within each MSBU on a continuing basis; and

**WHEREAS**, each year for each MSBU a non-ad valorem assessment is calculated based upon cost of maintaining the service for that MSBU; and such non-ad valorem assessment shall be levied upon each parcel of land within the MSBU in proportion to the benefits derived from the provisions of such service; and

**WHEREAS**, the administrative costs of the MSBU Program are allocated to variable rate assessments according to established methodologies and/or ordinance provisions; and

**WHEREAS**, the Seminole County Board of County Commissioners has adopted the uniform method of collection for non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes.

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

**Section 1.** The MSBU Program administrative cost allocation by municipal service category for the 2024 variable rate non-ad valorem assessment calculations shall be as identified in Exhibit A: Table I.

**Section 2.** The non-ad valorem assessment rate to be recorded on the 2024 Non-Ad Valorem Assessment Roll for each existing MSBU established with variable rate provisions shall be as documented in Exhibit A: Table II, III and IV. Exhibit A: Table II attached and incorporated by this reference establishes the non-ad valorem assessment for services to the listed MSBUs for the fiscal year beginning October 1, 2024. Exhibit A: Table III attached and incorporated by this reference establishes the non-ad valorem assessment for residential solid waste management services governed by the Seminole County Solid Waste Residential Unit Collection and Disposal MSBU for calendar year 2025. Exhibit A: Table IV attached and incorporated by this reference establishes the non-ad valorem assessment for street lighting governed by the Seminole County Consolidated Street Lighting District for the fiscal year beginning October 1, 2024.

**Section 3.** A certified copy of this Resolution shall be recorded in the Official Records of Seminole County, Florida.

**ADOPTED** this \_\_\_\_\_ day of  \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

Attachments:

Exhibit A: Tables I-IV

Authority: Section 197.3632, Florida Statutes

BP

4/26/24

T:\Users\Legal Secretary CSB\Fiscal Services\MSBU\2024\2024 Non Ad Valorem Assessment Rates Reso Apr26(24).docx

## EXHIBIT A



## SUMMARY

### MSBU Program Administrative Cost Allocation Variable Rate Assessment Services

#### Schedule TY2024

Service Category	Methodology	2023 Total Allocation	2024 Total Allocation
Aquatic Weed Control <sup>1</sup>	7% of Budgeted Assessment Revenue	\$34K	\$31K
Grounds & Landscape	Ordinance [% Contracted Services]	\$1,750	\$1,750
Residential Solid Waste	\$ Per Dwelling	\$375K	\$375k
Street Lighting	\$ Per Parcel	\$175K	\$175K

#### Variable Rate Assessment Changes from TY2023 to TY2024

##### Aquatic Weed Control [AWC]

- Amory – No adjustment; same rate as prior year; \$300
- Asher – No adjustment; same rate as prior year; \$295
- Burkett – No adjustment; same rate as prior year; \$300
- Buttonwood – No adjustment; same rate as prior year; \$255
- English Estates – No adjustment; same rate as prior year; \$600
- Grace – No adjustment; same rate as prior year; \$425
- Horseshoe – No adjustment; same rate as prior year; (1) \$165 (2) \$220
- Howell (creek) – Adjustment made; increased by \$0.25ft; \$1.00ft
- Howell (lake) – Adjustment made; rates reduced by 50%; assessments vary
- Linden -- No adjustment; same rate as prior year; \$455.00
- Mills – No adjustment; same rate as prior year; \$875
- Mirror – No adjustment; same rate as prior year; \$175
- Myrtle – No adjustment; same rate as prior year; \$290  
with split \$1 Non-Hydrilla/\$289 Hydrilla
- Pickett – No adjustment; same rate as prior year; \$ 90
- Rice – New assessment; \$432.50
- Spring Wood – No adjustment; same rate as prior year; \$300
- Spring – No adjustment; same rate as prior year; \$375
- Sweetwater Cove – No adjustment; same rate as prior year; \$145
- Springwood Waterway – No adjustment; same rate as prior year; \$ 75
- Sylvan – No adjustment; same rate as prior year; (1) \$345 (2) \$25
- Woods, Lake of the – No adjustment; same rate as prior year; \$375
- ECCOL - No adjustment; same rate as prior year(1) \$130 (2) \$17 (3) \$13 (4) \$1
- Tuskawilla Lk PH 2 - No adjustment; same rate as prior year; \$445

##### Landscape/Grounds Maintenance

- Cedar Ridge – No adjustment, same rate as prior year; \$195

##### Solid Waste Management

Service Options & Disposal (rates per dwelling)

- Collection Options 1 (2,1,1) – No adjustment; same rate as prior year, \$305.00
- Collection Option 2 (2, 1) - No adjustment; same rate as prior year, \$293.00
- Disposal (Collection Exempt) – No adjustment; same rate as prior year; \$70

##### Street Lighting

Adjustments were made to select MSBUs to ensure that utility bills can be paid and maintained.

## EXHIBIT A

<b>TABLE I</b> <b>Administrative Cost Allocation Schedule TY2024</b>		
Service Category	Allocation Methodology	Total Allocation <sup>2</sup>
Aquatic Weed Control	7% of Budgeted Assessment Revenue <sup>1</sup>	\$31K <sup>1</sup> Varies by MSBU per Budgeted Assessment Revenue and Unit Count
Grounds & Landscape	Ordinance [% Contracted Services]	\$1,750 <sup>1</sup>
Residential Solid Waste	Per Dwelling	\$375K <sup>1</sup>
Street Lighting	Per Parcel	\$175K

<sup>1</sup>MSBU Program Only

<sup>2</sup>Per Proposed FY24-25 Budgets; Subject to variation according to Adopted Budgets for FY24-25

### TABLE II

#### Watershed Management Services

PUBLIC SERVICE	MSBU	Prior Tax Year	Tax Year 2024
Aquatic Weed Control	Amory (Lake)	\$ 300.00	\$ 300.00
Aquatic Weed Control	Asher (Lake)	\$ 295.00	\$ 295.00
Aquatic Weed Control	Burkett/Martha (Lake)	\$ 300.00	\$ 300.00
Aquatic Weed Control	Buttonwood (Pond)	\$ 255.00	\$ 255.00
Aquatic Weed Control	English Estates (Lake)	\$ 600.00	\$ 600.00
Aquatic Weed Control	Grace (Lake)	\$ 425.00	\$ 425.00
Aquatic Weed Control	Horseshoe (Lake)	(1)\$165.00 (2)\$220.00	(1)\$165.00 (2)\$220.00
Aquatic Weed Control	Howell (Creek)	\$ 0.75	\$ 1.00
Aquatic Weed Control	Howell (Lake)	(1)\$735 (2)\$ 26-\$47	(1)\$367.50 (2)\$13-\$23.50
Aquatic Weed Control	Linden (Lake)	\$ 455.00	\$ 455.00
Aquatic Weed Control	Mills (Lake)	\$ 875.00	\$ 875.00
Aquatic Weed Control	Mirror (Lake)	\$ 175.00	\$ 175.00
Aquatic Weed Control	Myrtle (Lake) [Non-SAV\$1// SAV\$289]	\$ 290.00	\$ 290.00
Aquatic Weed Control	Pickett (Lake)	\$ 90.00	\$ 90.00
Aquatic Weed Control	Rice (Lake)	N/A	\$ 432.50
Aquatic Weed Control	Spring Wood (Lake)	\$ 300.00	\$ 300.00
Aquatic Weed Control	Springwood (Waterway)	\$ 75.00	\$ 75.00
Aquatic Weed Control	Sweetwater Cove (Lake)	\$ 145.00	\$ 145.00
Aquatic Weed Control	Sylvan (Lake)	(1) \$345 (2) \$25	(1) \$345 (2) \$25
Aquatic Weed Control	Woods, Lake of the	\$ 375.00	\$ 375.00
Aquatic Weed Control	East Crystal Chain of Lakes	(1) \$130 (2)\$17 (3)\$13 (4) \$1	(1) \$130 (2)\$17 (3)\$13 (4) \$1
Aquatic Weed Control	Tuskawilla (Lake) PH2	\$ 445.00	\$ 445.00
<b>Grounds/Landscaping</b>			
Grounds/Landscaping	Cedar Ridge Maintenance	\$ 195.00	\$ 195.00

### TABLE III

#### Residential Solid Waste Management

PUBLIC SERVICE	MSBU	Prior Tax Year	Tax Year 2024
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Solid Waste Management	Collection Option 1	\$	305.00	\$	305.00
Solid Waste Management	Collection Option 2	\$	293.00	\$	293.00
Solid Waste Management	Collection Exempt	\$	70.00	\$	70.00

**TABLE IV**

**Street Lighting**

<b>PUBLIC SERVICE</b>	<b>MSBU</b>		<b>Prior Tax Year</b>		<b>Tax Year 2024</b>
Street Lighting	ACADEMY COVE	\$	60.00	\$	<b>60.00</b>
Street Lighting	ACADEMY OAKS	\$	95.00	\$	<b>95.00</b>
Street Lighting	ACUERA	\$	155.00	\$	<b>155.00</b>
Street Lighting	ALDEAN GARDENS	\$	35.00	\$	<b>35.00</b>
Street Lighting	ALOMA OAKS DRIVE	\$	9.25	\$	<b>9.25</b>
Street Lighting	ALOMA PARK	\$	35.00	\$	<b>35.00</b>
Street Lighting	ALOMA WOODS BOULEVARD	\$	9.50	\$	<b>9.50</b>
Street Lighting	ALOMA WOODS PH 2	\$	70.00	\$	<b>70.00</b>
Street Lighting	ALOMA WOODS PH 3	\$	95.00	\$	<b>95.00</b>
Street Lighting	ALOMA WOODS PH 4	\$	55.00	\$	<b>55.00</b>
Street Lighting	ALOMA WOODS PH 5	\$	40.00	\$	<b>40.00</b>
Street Lighting	ALOMA WOODS PHASE 1	\$	65.00	\$	<b>65.00</b>
Street Lighting	AMBERWOOD	\$	40.00	\$	<b>40.00</b>
Street Lighting	AMHERST	\$	40.00	\$	<b>48.00</b>
Street Lighting	APPLE VALLEY	\$	40.00	\$	<b>40.00</b>
Street Lighting	APPLE VALLEY UNIT 4	\$	30.00	\$	<b>30.00</b>
Street Lighting	ARLINGTON PARK	\$	90.00	\$	<b>90.00</b>
Street Lighting	ASHFORD PARK TOWNHOMES	\$	85.00	\$	<b>85.00</b>
Street Lighting	AUTUMN GLEN	\$	50.00	\$	<b>50.00</b>
Street Lighting	BAY LAGOON	\$	30.00	\$	<b>30.00</b>
Street Lighting	BEAR CREEK	\$	160.00	\$	<b>160.00</b>
Street Lighting	BEAR GULLY BAY	\$	180.00	\$	<b>180.00</b>
Street Lighting	BEAR GULLY FOREST	\$	100.00	\$	<b>100.00</b>
Street Lighting	BEAR GULLY POINTE	\$	345.00	\$	<b>345.00</b>
Street Lighting	BEAR LAKE CIRCLE	\$	80.00	\$	<b>80.00</b>
Street Lighting	BEAR LAKE CROSSINGS	\$	60.00	\$	<b>60.00</b>
Street Lighting	BEAR LAKE FOREST	\$	35.00	\$	<b>35.00</b>
Street Lighting	BEAR LAKE WOODS	\$	65.00	\$	<b>65.00</b>
Street Lighting	BEAR STONE	\$	110.00	\$	<b>110.00</b>
Street Lighting	BEECHWOODS	\$	65.00	\$	<b>65.00</b>
Street Lighting	BEL AIRE HILLS UNIT 1	\$	25.00	\$	<b>34.00</b>
Street Lighting	BEL AIRE HILLS UNIT 2	\$	40.00	\$	<b>40.00</b>
Street Lighting	BEL AIRE HILLS UNIT 3	\$	35.00	\$	<b>41.00</b>
Street Lighting	BELLA TUSCANY	\$	260.00	\$	<b>260.00</b>
Street Lighting	BELLE MEADE (CHARTER OAKS)	\$	165.00	\$	<b>165.00</b>
Street Lighting	BENNINGTON	\$	115.00	\$	<b>115.00</b>
Street Lighting	BENTLEY COVE	\$	85.00	\$	<b>85.00</b>
Street Lighting	BEVERLY TERRACE	\$	45.00	\$	<b>45.00</b>
Street Lighting	BIG TREE CROSSING	\$	8.50	\$	<b>8.50</b>
Street Lighting	BOLLING FARMS	\$	80.00	\$	<b>80.00</b>
Street Lighting	BONAVENTURE HEIGHTS	\$	40.00	\$	<b>40.00</b>

Street Lighting	BOOKERTOWN	\$	38.00	\$	38.00
Street Lighting	BRANTLEY COVE	\$	80.00	\$	80.00
Street Lighting	BRANTLEY HARBOR	\$	60.00	\$	60.00
Street Lighting	BRANTLEY POINT	\$	30.00	\$	30.00
Street Lighting	BRIDGEWATER	\$	50.00	\$	50.00
Street Lighting	BRIGHTON ESTATES	\$	190.00	\$	190.00
Street Lighting	BRIGHTON PK AT CARILLON	\$	140.00	\$	140.00
Street Lighting	BROOKWOOD	\$	105.00	\$	105.00
Street Lighting	CAMERON GROVE	\$	50.00	\$	50.00
Street Lighting	CARDINAL GLEN	\$	100.00	\$	100.00
Street Lighting	CARIBBEAN HEIGHTS	\$	35.00	\$	35.00
Street Lighting	CARILLON TRACT 301/MADISON PK	\$	125.00	\$	125.00
Street Lighting	CARILLON/DORCHESTER	\$	90.00	\$	90.00
Street Lighting	CARILLON/HUNTER'S STAND	\$	125.00	\$	125.00
Street Lighting	CARILLON/LOCKWOOD BLVD	\$	40.00	\$	40.00
Street Lighting	CARILLON/STRATTON WOODS	\$	90.00	\$	90.00
Street Lighting	CAROLYN ESTATES	\$	45.00	\$	45.00
Street Lighting	CARRIGAN WOODS	\$	70.00	\$	70.00
Street Lighting	CASA ALOMA	\$	15.50	\$	15.50
Street Lighting	CASA ALOMA WAY MASTER	\$	6.00	\$	6.00
Street Lighting	CASA VERDE BLVD	\$	11.00	\$	11.00
Street Lighting	CEDAR COVE	\$	95.00	\$	95.00
Street Lighting	CEDAR RIDGE	\$	35.00	\$	35.00
Street Lighting	CHASE GROVES(W)3-5AB,7AB,8-10	\$	40.00	\$	40.00
Street Lighting	CHASE GROVES-UNIT 1	\$	35.00	\$	35.00
Street Lighting	CHASE GROVES-UNIT 6	\$	30.00	\$	30.00
Street Lighting	CHELSEA PLACE	\$	70.00	\$	70.00
Street Lighting	CHULUOTA	\$	21.00	\$	21.00
Street Lighting	CITRUS POINT	\$	45.00	\$	45.00
Street Lighting	CLINGING VINE PLACE MASTER	\$	14.00	\$	14.00
Street Lighting	COACH LIGHT ESTATES	\$	90.00	\$	90.00
Street Lighting	COBBLESTONE	\$	100.00	\$	100.00
Street Lighting	COLONY COVE	\$	125.00	\$	125.00
Street Lighting	COPPERFIELD	\$	100.00	\$	100.00
Street Lighting	COUNTRY CLUB DRIVE	\$	75.00	\$	75.00
Street Lighting	COUNTRY CLUB HEIGHTS	\$	20.00	\$	20.00
Street Lighting	COUNTRY LANE	\$	115.00	\$	115.00
Street Lighting	CREEK'S BEND	\$	115.00	\$	115.00
Street Lighting	CREEKWOOD	\$	45.00	\$	45.00
Street Lighting	CROSSINGS, THE - MASTER MSBU	\$	7.50	\$	7.50
Street Lighting	CRYSTAL CREEK	\$	50.00	\$	50.00
Street Lighting	CYPRESS HEAD TRAIL	\$	10.00	\$	10.00
Street Lighting	CYPRESS RESERVE	\$	275.00	\$	275.00
Street Lighting	DEER RUN 1	\$	90.00	\$	90.00
Street Lighting	DEER RUN 10	\$	30.00	\$	30.00
Street Lighting	DEER RUN 11	\$	25.00	\$	25.00
Street Lighting	DEER RUN 12A&B w/o WWC	\$	35.00	\$	35.00

Street Lighting	DEER RUN 12B:WEEPING WILLOW C	\$	30.00	\$	30.00
Street Lighting	DEER RUN 14A&B	\$	50.00	\$	50.00
Street Lighting	DEER RUN 15	\$	30.00	\$	30.00
Street Lighting	DEER RUN 16	\$	40.00	\$	40.00
Street Lighting	DEER RUN 17	\$	20.00	\$	20.00
Street Lighting	DEER RUN 18	\$	40.00	\$	40.00
Street Lighting	DEER RUN 19A	\$	50.00	\$	50.00
Street Lighting	DEER RUN 20	\$	35.00	\$	35.00
Street Lighting	DEER RUN 21A&B	\$	25.00	\$	25.00
Street Lighting	DEER RUN 23A-C	\$	35.00	\$	35.00
Street Lighting	DEER RUN 5	\$	35.00	\$	35.00
Street Lighting	DEER RUN 6	\$	25.00	\$	25.00
Street Lighting	DEER RUN 7A&B	\$	30.00	\$	30.00
Street Lighting	DEER RUN 8A&8B	\$	30.00	\$	30.00
Street Lighting	DEER RUN 9A&B	\$	35.00	\$	35.00
Street Lighting	DEER RUN MASTER COMMUNITY	\$	8.25	\$	8.25
Street Lighting	DEER RUN/DEER POINTE	\$	220.00	\$	220.00
Street Lighting	DEER RUN/FAIRWAY OAKS	\$	50.00	\$	50.00
Street Lighting	DEER RUN/MYSTIC WOODS	\$	20.00	\$	20.00
Street Lighting	DEER RUN/PINETREE VILLAGE	\$	15.00	\$	15.00
Street Lighting	DEER RUN/STERLING PK 1-3	\$	25.00	\$	25.00
Street Lighting	DEER RUN/STERLING PK 4	\$	19.00	\$	19.00
Street Lighting	DOT JEWEL WILLOW [TY2019]	\$	55.00	\$	55.00
Street Lighting	DUNHILL	\$	55.00	\$	55.00
Street Lighting	EAGLES LANDING	\$	215.00	\$	215.00
Street Lighting	EAGLES POINT PH 2-6	\$	105.00	\$	105.00
Street Lighting	EAST POINTE	\$	55.00	\$	55.00
Street Lighting	ELEGANT HEIGHTS	\$	45.00	\$	45.00
Street Lighting	ELIZABETH AVE	\$	35.00	\$	35.00
Street Lighting	ENGLISH ESTATES	\$	30.00	\$	30.00
Street Lighting	ENGLISH WOODS	\$	40.00	\$	40.00
Street Lighting	ESTATES AT ALOMA WOODS	\$	95.00	\$	95.00
Street Lighting	ESTATES AT WEKIVA PARK	\$	60.00	\$	60.00
Street Lighting	ESTATES-SPRINGS LANDING	\$	285.00	\$	285.00
Street Lighting	FERN BROOK TRAILS	\$	35.00	\$	35.00
Street Lighting	FERN TERRACE	\$	15.00	\$	15.00
Street Lighting	FLORIDAHAVEN	\$	30.00	\$	30.00
Street Lighting	FOREST BROOK	\$	35.00	\$	35.00
Street Lighting	FOREST GLEN	\$	40.00	\$	40.00
Street Lighting	FOREST PARK ESTATES	\$	40.00	\$	35.00
Street Lighting	FORREST CREEK ESTATES	\$	190.00	\$	190.00
Street Lighting	FOXCHASE	\$	40.00	\$	40.00
Street Lighting	FOXWOOD	\$	40.00	\$	40.00
Street Lighting	FRANCIS STREET	\$	45.00	\$	45.00
Street Lighting	GABRIELLA LANE	\$	20.00	\$	20.00
Street Lighting	GARDEN GROVE	\$	35.00	\$	35.00
Street Lighting	GARDEN LAKE ESTATES	\$	30.00	\$	30.00
Street Lighting	GLADES ON SYLVAN LK PH 1 & 2	\$	90.00	\$	90.00

Street Lighting	GOLDENROD MANOR	\$	10.00	\$	12.00
Street Lighting	GOLDIE MANOR	\$	50.00	\$	60.00
Street Lighting	GOVERNOR'S POINT	\$	50.00	\$	50.00
Street Lighting	GREEN VILLAGE	\$	30.00	\$	30.00
Street Lighting	GREENGATE ESTATES	\$	40.00	\$	40.00
Street Lighting	GREENWOOD AT LAKE MARY	\$	2.50	\$	2.50
Street Lighting	GREENWOOD LAKES UNIT 3	\$	70.00	\$	70.00
Street Lighting	GREENWOOD LKS D3A,B1&2,C	\$	50.00	\$	50.00
Street Lighting	GREGORY DRIVE	\$	35.00	\$	35.00
Street Lighting	GROVE ESTATES	\$	25.00	\$	25.00
Street Lighting	GROVE HILL VILLAS	\$	25.00	\$	25.00
Street Lighting	HAMILTON PLACE	\$	190.00	\$	190.00
Street Lighting	HAMPTON PARK	\$	60.00	\$	60.00
Street Lighting	HANOVER POINTE	\$	205.00	\$	205.00
Street Lighting	HANOVER WOODS	\$	180.00	\$	180.00
Street Lighting	HARBOUR LANDING	\$	90.00	\$	90.00
Street Lighting	HARBOUR RIDGE	\$	35.00	\$	35.00
Street Lighting	HERITAGE OAKS	\$	35.00	\$	35.00
Street Lighting	HERITAGE OAKS COURT	\$	9.00	\$	9.00
Street Lighting	HERONWOOD AT CARILLON	\$	130.00	\$	130.00
Street Lighting	HIGHLAND PINES	\$	25.00	\$	25.00
Street Lighting	HILCREST STREET EAST	\$	75.00	\$	75.00
Street Lighting	HOLLOWBROOK	\$	30.00	\$	30.00
Street Lighting	HOMETOWN	\$	50.00	\$	50.00
Street Lighting	HOMETOWN PHASE 2	\$	65.00	\$	65.00
Street Lighting	HOWELL BRANCH WOODS	\$	30.00	\$	30.00
Street Lighting	HOWELL COVE	\$	85.00	\$	85.00
Street Lighting	HOWELL CREEK PARK	\$	55.00	\$	55.00
Street Lighting	HOWELL ESTATES	\$	30.00	\$	30.00
Street Lighting	HOWELL HARBOUR ESTATES	\$	170.00	\$	170.00
Street Lighting	HUNT CLUB BLVD.SO	\$	8.00	\$	8.00
Street Lighting	HUNT CLUB BLVD/WEKIVA TR	\$	14.00	\$	14.00
Street Lighting	HUNTER'S GLEN	\$	35.00	\$	35.00
Street Lighting	HUNTER'S POINT	\$	30.00	\$	30.00
Street Lighting	HUNTINGTON	\$	55.00	\$	55.00
Street Lighting	HUNTINGTON HILLS	\$	50.00	\$	50.00
Street Lighting	HUNTLEIGH WOODS	\$	45.00	\$	45.00
Street Lighting	HYDE PARK	\$	80.00	\$	80.00
Street Lighting	IDYLLWILDE OF LOCH ARBOR	\$	55.00	\$	55.00
Street Lighting	INDIAN HILLS	\$	30.00	\$	30.00
Street Lighting	ISLE OF WINDSOR	\$	40.00	\$	40.00
Street Lighting	ISLES OF SHADOW BAY	\$	75.00	\$	75.00
Street Lighting	JAMESTOWN	\$	25.00	\$	25.00
Street Lighting	JOHNSON HILL	\$	35.00	\$	35.00
Street Lighting	KAWILLA CREST	\$	340.00	\$	340.00
Street Lighting	KEWANEE LAKES	\$	95.00	\$	95.00
Street Lighting	KING'S COVE	\$	175.00	\$	175.00
Street Lighting	KINGSTON OAKS	\$	60.00	\$	60.00

Street Lighting	LAFAYETTE FOREST	\$	165.00	\$	165.00
Street Lighting	LAKE BRANTLEY CLUB	\$	125.00	\$	125.00
Street Lighting	LAKE HARRIET ESTATES	\$	35.00	\$	35.00
Street Lighting	LAKE OF THE WOODS	\$	7.00	\$	7.00
Street Lighting	LAKE RIDGE PARK	\$	25.00	\$	25.00
Street Lighting	LAKE SYLVAN COVE	\$	40.00	\$	40.00
Street Lighting	LAKE TUSKAWILLA PH 3	\$	440.00	\$	440.00
Street Lighting	LAKE TUSKAWILLA PHASES 1&2	\$	75.00	\$	75.00
Street Lighting	LAKEHURST	\$	205.00	\$	205.00
Street Lighting	LAKES OF ALOMA	\$	70.00	\$	70.00
Street Lighting	LAKEVIEW DRIVE	\$	35.00	\$	35.00
Street Lighting	LAKEVIEW VILLAGE	\$	40.00	\$	40.00
Street Lighting	LAKEWOOD AT THE CROSSINGS	\$	30.00	\$	30.00
Street Lighting	LAURELWOOD	\$	25.00	\$	25.00
Street Lighting	LINCOLN HEIGHTS	\$	45.00	\$	45.00
Street Lighting	LITTLE EAGLE CT	\$	225.00	\$	225.00
Street Lighting	LOCH ARBOR COVE	\$	100.00	\$	100.00
Street Lighting	LONE PINES	\$	75.00	\$	75.00
Street Lighting	LOST CREEK	\$	70.00	\$	70.00
Street Lighting	LYNWOOD	\$	40.00	\$	40.00
Street Lighting	MAGNOLIA POINTE	\$	135.00	\$	135.00
Street Lighting	MANDARIN	\$	65.00	\$	65.00
Street Lighting	MARKHAM FOREST	\$	150.00	\$	150.00
Street Lighting	MARKHAM MEADOWS	\$	135.00	\$	154.00
Street Lighting	MARKHAM PLACE	\$	85.00	\$	85.00
Street Lighting	MARKHAM POINTE	\$	35.00	\$	35.00
Street Lighting	MAYFAIR OAKS	\$	215.00	\$	215.00
Street Lighting	MCNEIL WOODS	\$	85.00	\$	85.00
Street Lighting	MEADOWS WEST	\$	45.00	\$	45.00
Street Lighting	MEREDITH MANOR NOB HILL	\$	40.00	\$	40.00
Street Lighting	MICHIGAN AVE	\$	25.00	\$	25.00
Street Lighting	MIDDLETON OAKS	\$	50.00	\$	50.00
Street Lighting	MIDWAY	\$	25.00	\$	25.00
Street Lighting	MIRROR LAKE	\$	40.00	\$	40.00
Street Lighting	MONTCLAIR	\$	80.00	\$	80.00
Street Lighting	MORGAN PLACE	\$	90.00	\$	90.00
Street Lighting	MYRTLE LAKE HILLS	\$	30.00	\$	30.00
Street Lighting	NORTH COVE	\$	40.00	\$	40.00
Street Lighting	NORTHAMPTON	\$	365.00	\$	365.00
Street Lighting	NORTHGATE	\$	40.00	\$	40.00
Street Lighting	NORTHRIDGE	\$	55.00	\$	55.00
Street Lighting	OAK CREEK	\$	310.00	\$	310.00
Street Lighting	OAK CREST	\$	25.00	\$	15.00
Street Lighting	OAKLAND HILLS	\$	25.00	\$	25.00
Street Lighting	OAKLAND SHORES	\$	45.00	\$	45.00
Street Lighting	OLD GROVE LANE	\$	35.00	\$	35.00
Street Lighting	ORANGE BLOSSOM BUSINESS CTR	\$	8.00	\$	8.00
Street Lighting	ORANGE GROVE PARK UNITS 1 - 4	\$	40.00	\$	40.00

Street Lighting	ORANGE RIDGE FARMS	\$	90.00	\$	90.00
Street Lighting	PALM POINT	\$	30.00	\$	30.00
Street Lighting	PARC DU LAC	\$	90.00	\$	90.00
Street Lighting	PECAN COVE	\$	185.00	\$	185.00
Street Lighting	PELICAN BAY	\$	45.00	\$	45.00
Street Lighting	PRAIRIE LAKE	\$	25.00	\$	25.00
Street Lighting	QUAIL RUN	\$	165.00	\$	165.00
Street Lighting	RAINTREE VILLAGE/CROSSNG	\$	70.00	\$	70.00
Street Lighting	RAYMOND AVE	\$	15.00	\$	15.00
Street Lighting	REDBRIDGE AT CARILLON	\$	140.00	\$	140.00
Street Lighting	REGENCY ESTATES	\$	165.00	\$	165.00
Street Lighting	REMINGTON DRIVE MASTER	\$	10.00	\$	10.00
Street Lighting	REMINGTON OAKS/CROSSINGS	\$	45.00	\$	45.00
Street Lighting	REMINGTON PARK PH 1 & 2	\$	70.00	\$	70.00
Street Lighting	RESERVE AT THE CROSSINGS	\$	50.00	\$	50.00
Street Lighting	RIDGE HIGH	\$	25.00	\$	25.00
Street Lighting	RIDGE POINTE COVE	\$	240.00	\$	240.00
Street Lighting	RIVER WALK	\$	245.00	\$	245.00
Street Lighting	ROBIN HILL	\$	45.00	\$	45.00
Street Lighting	ROSELAND PARK	\$	40.00	\$	40.00
Street Lighting	ROSS LAKE SHORES	\$	75.00	\$	75.00
Street Lighting	ROYAL ESTATES	\$	60.00	\$	60.00
Street Lighting	ROYAL OAKS	\$	135.00	\$	135.00
Street Lighting	SABAL PALM	\$	45.00	\$	45.00
Street Lighting	SABAL PALM DRIVE	\$	8.50	\$	8.50
Street Lighting	SABAL WOODS VILLAGE	\$	45.00	\$	45.00
Street Lighting	SANDY LANE	\$	95.00	\$	95.00
Street Lighting	SANDY LANE RESERVE	\$	85.00	\$	85.00
Street Lighting	SANFORD PLACE	\$	35.00	\$	35.00
Street Lighting	SANFORD TRAILS ESTATES	\$	125.00	\$	125.00
Street Lighting	SANLANDO ESTATES	\$	30.00	\$	30.00
Street Lighting	SAWGRASS	\$	135.00	\$	135.00
Street Lighting	SEDONA POINT	\$	65.00	\$	65.00
Street Lighting	SHANNON DOWNS	\$	40.00	\$	40.00
Street Lighting	SILVER LAKE E/CROSSING	\$	65.00	\$	65.00
Street Lighting	SILVER LK W (SHEFFIELD)	\$	60.00	\$	60.00
Street Lighting	SOUTH FERN PARK	\$	45.00	\$	45.00
Street Lighting	SPICEWOOD	\$	30.00	\$	30.00
Street Lighting	SPRING VALLEY CHASE	\$	30.00	\$	30.00
Street Lighting	SPRING VALLEY FARMS	\$	45.00	\$	45.00
Street Lighting	SPRINGS LANDING	\$	220.00	\$	220.00
Street Lighting	SPRINGVIEW	\$	35.00	\$	35.00
Street Lighting	STERLING MEADOWS	\$	55.00	\$	55.00
Street Lighting	STERLING OAKS	\$	35.00	\$	35.00
Street Lighting	STILLWATER	\$	50.00	\$	50.00
Street Lighting	STOCKBRIDGE	\$	50.00	\$	50.00
Street Lighting	STONEHURST	\$	260.00	\$	260.00
Street Lighting	SUMMERFIELD	\$	130.00	\$	130.00

Street Lighting	SUNLAND ESTATES	\$	40.00	\$	40.00
Street Lighting	SUNRISE ESTATES UNIT 1	\$	30.00	\$	30.00
Street Lighting	SUNRISE ESTATES UNITS 2-6	\$	60.00	\$	60.00
Street Lighting	SUNRISE UNITS 1 & 2A-D	\$	60.00	\$	60.00
Street Lighting	SUNRISE VILLAGE UNIT 5	\$	35.00	\$	35.00
Street Lighting	SUNRISE VILLAGE UNITS 1-4 & 6	\$	35.00	\$	35.00
Street Lighting	SUTTER'S MILL UNIT 1	\$	40.00	\$	40.00
Street Lighting	SUTTER'S MILL UNIT 2	\$	30.00	\$	30.00
Street Lighting	SWEETWATER OAKS	\$	55.00	\$	55.00
Street Lighting	SWEETWATER SPRINGS	\$	360.00	\$	360.00
Street Lighting	SYLVA GLADE	\$	60.00	\$	60.00
Street Lighting	TAMARAK (CHARTER OAKS)	\$	35.00	\$	30.00
Street Lighting	TANGLEWOOD ESTATES	\$	35.00	\$	35.00
Street Lighting	TEMPLE TERRACE ANNEX	\$	25.00	\$	25.00
Street Lighting	TERRA BELLA	\$	45.00	\$	45.00
Street Lighting	TIFFANY WOODS	\$	30.00	\$	30.00
Street Lighting	TRAILS	\$	65.00	\$	65.00
Street Lighting	TRAILWOOD ESTATES	\$	20.00	\$	20.00
Street Lighting	TRIANGLE TERRACE	\$	20.00	\$	20.00
Street Lighting	TUCKS KNOLL	\$	230.00	\$	230.00
Street Lighting	TUSCAWILLA	\$	55.00	\$	55.00
Street Lighting	TUSCAWILLA RIDGE	\$	45.00	\$	45.00
Street Lighting	TUSKA RIDGE	\$	60.00	\$	60.00
Street Lighting	TUSKABAY	\$	65.00	\$	65.00
Street Lighting	TUSKAWILLA POINT	\$	40.00	\$	40.00
Street Lighting	TWIN LAKES	\$	105.00	\$	105.00
Street Lighting	VESTAVIA	\$	45.00	\$	45.00
Street Lighting	VICTORIA PARK	\$	160.00	\$	160.00
Street Lighting	VILLAGE GREEN	\$	35.00	\$	35.00
Street Lighting	VILLAGE OF REMINGTON	\$	70.00	\$	70.00
Street Lighting	WATERSTONE	\$	275.00	\$	275.00
Street Lighting	WEATHERSFIELD 1ST & 2ND ADD(E)	\$	25.00	\$	25.00
Street Lighting	WEATHERSFIELD 2ND ADD (West)	\$	30.00	\$	36.00
Street Lighting	WEKIVA CLUB ESTATES SC 10	\$	60.00	\$	60.00
Street Lighting	WEKIVA CLUB ESTATES SC 1-4	\$	25.00	\$	25.00
Street Lighting	WEKIVA CLUB ESTATES SC 5	\$	20.00	\$	20.00
Street Lighting	WEKIVA CLUB ESTATES SC 6	\$	35.00	\$	35.00
Street Lighting	WEKIVA CLUB ESTATES SC 7	\$	50.00	\$	50.00
Street Lighting	WEKIVA CLUB ESTATES SC 8&9	\$	30.00	\$	30.00
Street Lighting	WEKIVA COVE	\$	75.00	\$	75.00
Street Lighting	WEKIVA FAIRWY TWNHMS/CON	\$	35.00	\$	35.00
Street Lighting	WEKIVA GOLF VILLAS SC 1	\$	20.00	\$	20.00
Street Lighting	WEKIVA GOLF VILLAS SC2&3	\$	35.00	\$	35.00
Street Lighting	WEKIVA GREEN	\$	60.00	\$	60.00
Street Lighting	WEKIVA HILLS SC 1	\$	15.00	\$	15.00
Street Lighting	WEKIVA HILLS SC 10	\$	80.00	\$	80.00
Street Lighting	WEKIVA HILLS SC 2-9	\$	50.00	\$	50.00
Street Lighting	WEKIVA HUNT CLUB	\$	65.00	\$	65.00

Street Lighting	WEKIVA HUNT CLUB CONDO	\$	80.00	\$	<b>80.00</b>
Street Lighting	WEKIVA RESERVE	\$	45.00	\$	<b>45.00</b>
Street Lighting	WELLINGTON	\$	165.00	\$	<b>165.00</b>
Street Lighting	WENTWORTH	\$	130.00	\$	<b>130.00</b>
Street Lighting	WESTHAMPTON (Carillon)	\$	105.00	\$	<b>105.00</b>
Street Lighting	WHISPERING WINDS	\$	140.00	\$	<b>140.00</b>
Street Lighting	WHITESAND COVE	\$	75.00	\$	<b>85.00</b>
Street Lighting	WILLA GROVE	\$	35.00	\$	<b>35.00</b>
Street Lighting	WILLOW RUN	\$	75.00	\$	<b>75.00</b>
Street Lighting	WILSHIRE BLVD MASTER MSBU	\$	5.50	\$	<b>5.50</b>
Street Lighting	WIMBLETON DRIVE	\$	50.00	\$	<b>50.00</b>
Street Lighting	WINGFIELD RESERVE	\$	225.00	\$	<b>225.00</b>
Street Lighting	WINTER WOODS	\$	35.00	\$	<b>35.00</b>
Street Lighting	WINTER WOODS BLVD MASTER	\$	7.00	\$	<b>7.00</b>
Street Lighting	WINWOOD PARK (NORTH)	\$	45.00	\$	<b>45.00</b>
Street Lighting	WINWOOD PARK (SOUTH)	\$	70.00	\$	<b>70.00</b>
Street Lighting	WOODBINE	\$	50.00	\$	<b>50.00</b>
Street Lighting	WOODLANDS	\$	50.00	\$	<b>50.00</b>
Street Lighting	WOODLANDS EAST	\$	45.00	\$	<b>45.00</b>
Street Lighting	WRENWOOD HEIGHTS	\$	30.00	\$	<b>30.00</b>
Street Lighting	WYNNWOOD	\$	65.00	\$	<b>65.00</b>



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0787**

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**Title:**

**Reduction of Lien - *Continued from the 5/14/24 BCC Meeting*** - Consider the request for a reduction of lien due to a financial hardship of the Code Enforcement Board lien Case #12-70-CEB, from \$208,250.00 to administrative costs of \$552.82 for 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 violations located at 1880 Ranchland Trail, Longwood, FL 32750, Tax Parcel ID: 30-20-30-300-0180-0000 (Parcel 18): 1) Construction without the required permits; 2) Change the use of a structure without an approved Certificate of Occupancy, in violation of Florida Building Code, Sections 105.1 and 110.1. On December 15, 2011, the inspector issued a Notice of Violation for the cited violations.

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.

After several requests by the applicant, the Code Enforcement Board continued the hearing to impose a lien for non-compliance. On April 24, 2014, the Code Enforcement Board issued an Order finding Non-Compliance and Imposing Fine/Lien, with the fine of \$250.00 per day, continuing to accrue until compliance is obtained. The Order Finding Non-Compliance and Imposing Fine/Lien was recorded on May 1, 2014.

Pursuant to Section 162.09(3), F.S., once a certified copy of an order imposing a fine is recorded, the lien attaches to the property where the violation exists, and any other real or personal property owned by the violator.

On April 14, 2015, the Applicant came before the Board of County Commissioners to consider a request to release the lien which was attached to parcel 30-20-30-300-0190-0000, formerly known as 1870 Ranchland Trail, now 1865 Lucky Trail (Parcel 19) pursuant to Section 162.09(3), F.S. Parcel 19 was vacant at the time and was not the property where the violation existed.

Parcel 19 was under contract to be sold and the Title Company required the lien to be released prior to proceeding with the closing. The applicant stated he was selling the vacant parcel to pay the back taxes on Parcel 18 and Parcel 30-20-30-300-0310-0000 (Parcel 3I) and to bring the structure on Parcel 18 into compliance. Parcel 3I was divided into Parcel 3I, Parcel 18 and Parcel 19 prior to the County's 1970 zoning implementation.

The minutes of the Board of County Commissioners meeting of April 14, 2015, reflect that after a lengthy discussion, a motion was made and seconded to release the lien on vacant Parcel 19, with the condition that the structure located on Parcel 18 be permitted and all the back taxes paid. The vote was unanimous in granting the request. The Board of County Commissioners minutes from the hearing relating to this item are attached.

The sale of the vacant property Parcel 19 was completed on May 1, 2015. As required by the Board, a permit was obtained by the applicant on May 7, 2015 and an Affidavit of Compliance was filed by the inspector, determining that a violation no longer existed on Parcel 18.

Currently, the total amount of the lien is \$208,250.00. The Administrative Costs for processing this case by the Clerk and Inspector total \$552.82.

In January 2023, the house located on Parcel 3I (1870 Ranchland Trail, Longwood) solely owned by Dianna Mooty, (applicant's mother), was sold due to her financial situation. The applicant, Mr. Mooty and his mother currently rent the house on Parcel

3I (1870 Ranchland Trail, Longwood) from the new owners.

On August 2, 2023, the applicant obtained a permit for Parcel 18, to remove the cited work and returned the structure to its original state as a pole barn.

Due to the applicant's financial situation, the applicant is under contract to sell Parcel 18 to the adjacent property owner which is the subject of this request.

A background timeline is attached.

Pursuant to Seminole County Administrative Code 3.20, B(4), 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 amount of 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 brought the property into compliance; however it took the applicant less than two (2) weeks to bring the property into compliance by obtaining the required permits on May 7, 2015.**

(c) The amount of staff time expended to bring the property into compliance:

**The estimated administrative costs on this matter total: \$552.82.**

In approximately 2013, a table listing Recommendations for Request for Reduction of Liens was provided by the Board of County Commissioners to Staff as parameters for consideration of financial and medical hardships when evaluating a request for reduction or waiver. Mr. Mooty is requesting this waiver based on his financial hardship.

The applicant is currently under contract with the owner of Parcel 3I to sell Parcel 18, according to the applicant, which is the subject of this reduction request.

If the lien is released, the Applicant intends to finalize the sale of the subject Parcel 18, 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 or will revert back to the original amount, and authorize the Chairman to execute the Satisfaction of Lien upon payment in full.

**SEMINOLE COUNTY  
CODE ENFORCEMENT BOARD  
CASE NO. 12-70-CEB**

**REQUEST FOR REDUCTION/WAIVER OF LIEN**

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH  
THE PROPERTY MUST BE IN COMPLIANCE FOR CONSIDERATION

**INSTRUCTIONS:** Please fill out both pages of this form completely. Be specific when writing your statement. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). Please return this form to the Clerk to the Code Enforcement Board, along with a check made payable to the "BCC", for the **non-refundable \$500.00 application fee**. The *Request for Reduction/Waiver of Lien* will then be sent for review to verify that all criteria for consideration are met. Once it has been verified that your case meets all of the criteria, it will be scheduled for presentation to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible (this process can take 6 – 8 weeks). You will receive a letter advising of the date and time of the meeting; and you should plan to attend. You will be notified in writing of the Board's decision within 10 days after the hearing. If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Drew A. Mooty  
Property Address: 1880 Ranchland TRL  
Longwood, FL 32750  
Daytime Phone Number: 407-325-3460

Is the property now in compliance? YES  NO   
(If No, explain in detail): \_\_\_\_\_

Are you requesting a reduction to the lien? YES  NO   
If yes, the amount you would like it reduced to: \$ \_\_\_\_\_

Are you claiming a financial hardship? YES  NO   
If yes, please attach supporting documentation.

Are you claiming a medical hardship? YES  NO   
If yes, please attach supporting documentation.

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Drew A Mooty, do hereby submit this form to request a reduction/waiver to the total amount of the lien imposed, and in support offer the following statement (attach additional pages if necessary):

Financial statements for last six months

drew@mootyLLC. @ Yahoo. com

Date: 4/3/24

Signed: Drew A Mooty

Print Name: Drew A. Mooty

STATE OF Florida  
COUNTY OF Seminole

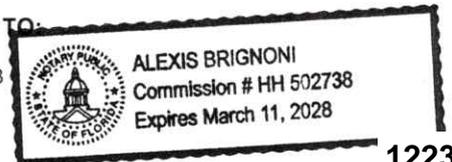
PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Drew Mooty, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced Florida Driver license as identification and did take an oath.

Date: 4/3/24

Alexis Brignoni  
Notary Public

My commission expires: \_\_\_\_\_

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468



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 devastated 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 Mooty

4/3/24

**BACKGROUND TIMELINE FOR CASE # 12-70-CEB**

**DREW A. MOOTY (Applicant/Property Owner)  
1880 RANGLAND TRAIL, LONGWOOD  
TAX PARCEL ID: 30-20-30-300-0180-0000 (Parcel 18)**

<b>DATE</b>	<b>ACTION</b>	<b>RESULT</b>
12/15/2011	Violations first observed by Building Inspector	Construction without the required permits and changed the use of a structure without an approved certificate of occupancy at 1880 Ranchland Trail.
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.
7/26/2012	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, recorded May 1, 2014	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.
4/14/15	Request for Waiver of Code Enforcement Lien on parcel 30-20-30-300-0190-0000 owned by Mr. Mooty in order to sell the vacant parcel 30-20-30-300-0190-0000. Lien attached to this parcel per F.S 162.09(3).	Board of County Commissioners - After a lengthy discussion, the motion was made and seconded to release the lien on the vacant parcel 30-20-30-300-0190-0000, with the condition that the structure located on 30-20-30-300-0180-0000 be permitted and all the back taxes paid.  The vote was unanimous in granting the request.
5/20/2015	Affidavit of Compliance filed by Code Enforcement Inspector	Affidavit of Compliance filed after permits were obtained on May 7, 2015. Tax payment receipts were provided as requested by the Board.  Copy of Affidavit of Compliance and total amount due mailed to Respondent. Total amount of lien - \$208,000.00.
1/27/23		Dianna Mooty sold the property located at 1870 Ranchland Trail due to financial difficulties. Began renting the property from the new owners.
8/2/23		Permit obtained to demolish the enclosure and return to its original state (pole barn).
4/3/2024	Application for Reduction of Lien received from property owner	The Respondent is requesting a waiver of the lien to administrative costs due to financial hardship on Parcel 30-20-30-300-0180-0000.
5/28/24		Request originally scheduled for hearing, but was pulled for clarification of history of the code case and all properties owned by Mr. Mooty.

**GROWTH MANAGEMENT DEPARTMENT**

**CODE ENFORCEMENT**



April 6, 2012

DREW A. MOOTY  
1870 RANGLAND 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

  
Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosures: Statement of Violation/Request for Hearing  
Notice of Hearing

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 RANGLAND TRAIL, LONGWOOD, FL 32750**

Respondent.  
\_\_\_\_\_ /

**NOTICE OF HEARING**

To: **DREW A. MOOTY  
1870 RANGLAND 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 6<sup>th</sup> day of April 2012.

Elizabeth Parkhurst  
Clerk to the Code Enforcement Board  
Seminole County, Florida



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

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 RANCLAND TRL LONGWOOD FL 32750-0000**

COMMISSION DISTRICT **4**

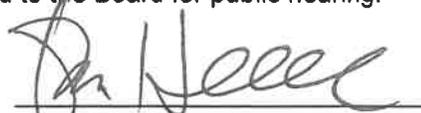
NAME AND ADDRESS OF OWNER: **DREW A MOOTY 1870 RANCLAND TRL LONGWOOD, FL, 32750**

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: December 15, 2011  
DATE 1st NOTICE OF VIOLATION: December 15, 2011  
DATE VIOLATION TO BE CORRECTED: January 15, 2012  
DATE OF REINSPECTION: April 03, 2012 via computer  
INSPECTION RESULTS: Unpermitted construction remains

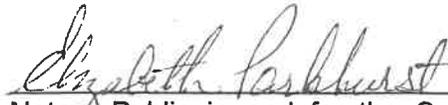
Based upon the foregoing, the undersigned Tom Helle hereby certifies that the above described violations continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for public hearing.

DATED THIS 3<sup>rd</sup> day of April 2012

  
Tom Helle, Inspector

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> 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 expires



May 16, 2012

DREW A. MOOTY  
1870 RANGLAND 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

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

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 RANCLAND TRAIL, LONGWOOD, FL 32750**

Respondent.

**AMENDED  
NOTICE OF HEARING**

To: **DREW A. MOOTY  
1870 RANCLAND 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 RANCLAND TRAIL**

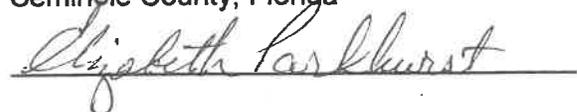
FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING AND DEVELOPMENT/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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 ~~6<sup>th</sup> day of April 2012~~. 16<sup>th</sup> day of May 2012.

Elizabeth Parkhurst  
Clerk to the Code Enforcement Board  
Seminole County, Florida



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 RANGLAND TRL  
LONGWOOD FL 32750-0000**

COMMISSION DISTRICT **4**

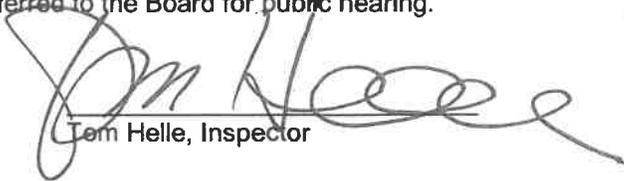
NAME AND ADDRESS OF OWNER: **DREW A MOOTY  
1870 RANGLAND TRL  
LONGWOOD, FL, 32750**

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: December 15, 2011  
DATE 1st NOTICE OF VIOLATION: December 15, 2011  
DATE VIOLATION TO BE CORRECTED: January 15, 2012  
DATE OF REINSPECTION: April 03, 2012 via computer  
INSPECTION RESULTS: 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 16<sup>th</sup> day of May 2012

  
Tom Helle, Inspector

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> 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 **1232**

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 24<sup>th</sup> 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 24<sup>th</sup> 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:

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 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 27<sup>th</sup> day of September 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 27<sup>th</sup> 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



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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.

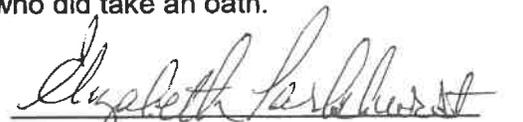
FURTHER AFFIANT SAYETH NOT

DATED this 28<sup>th</sup> day of January 2013.

  
\_\_\_\_\_  
Tom Helle, Inspector

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> 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:



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 24<sup>th</sup> ~~26<sup>th</sup>~~ day 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 28<sup>th</sup> 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:



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

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 22<sup>nd</sup> day of August 2013, in Seminole County, Florida.

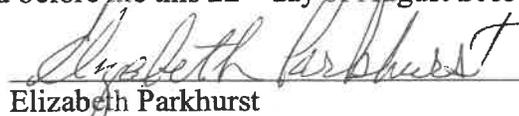
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

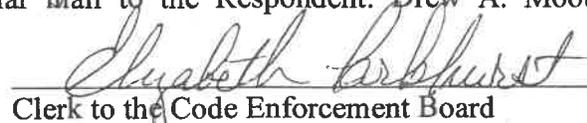
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August 2013, by Russel E. Hauck, who is personally known to me.



Elizabeth Parkhurst  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires:



I HEREBY CERTIFY that on this 22<sup>nd</sup> day of August 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, FL 32750.



Clerk to the Code Enforcement Board

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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.

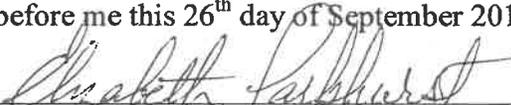
**DONE AND ORDERED** this 26<sup>th</sup> day of September 2013, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
RUSSEL E. HAUCK, CHAIR

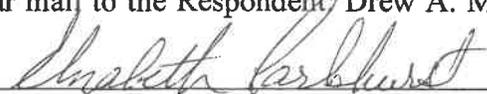
**STATE OF FLORIDA     )**  
**COUNTY OF SEMINOLE )**

The foregoing instrument was acknowledged before me this 26<sup>th</sup> 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  
Bonded Thru Troy Fain Insurance 800-385-7019

I HEREBY CERTIFY that on this 1st 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

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political  
Subdivision of the State of Florida,

Petitioner,

vs.

**DREW A. MOOTY**  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Respondent.

---

**CASE NO. 12-70-CEB**

MARYANNE WIRBE, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
BK 08254 Pgs 0811 - 812; (2pgs)  
CLERK'S # 2014048176  
RECORDED 05/01/2014 04:14:49 PM  
RECORDING FEES 18.50  
RETRIEVED 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. # 30-20-30-300-0180-0000) 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)
- 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**  
CLERK OF THE CODE  
ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL  
BY: *Paula Haddock*  
DATE: *4-25-14*

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.

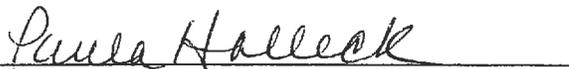
**DONE AND ORDERED** this 24<sup>th</sup> day of April, 2014, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> 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 Expires:



I **HEREBY CERTIFY** that on this 25<sup>th</sup> day of April 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

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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.

\_\_\_\_\_ /

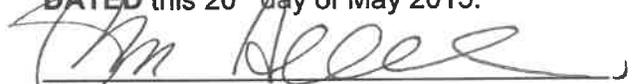
**AFFIDAVIT OF COMPLIANCE**

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 20<sup>th</sup> day of May 2015.

  
Tom Helle, Inspector

**STATE OF FLORIDA     )  
COUNTY OF SEMINOLE    )**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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 aforementioned  
My Commission Expires:



# Property Record Card



**Parcel** 30-20-30-300-0180-0000

**Property Address** 1880 RANCLAND TRL LONGWOOD, FL 32750

## Parcel Location

## Site View



30203030001800000 12/05/2021

## Parcel Information

## Value Summary

<b>Parcel</b>	30-20-30-300-0180-0000
<b>Owner(s)</b>	MOOTY, DREW A
<b>Property Address</b>	1880 RANCLAND TRL LONGWOOD, FL 32750
<b>Mailing</b>	1870 RANCLAND TRL LONGWOOD, FL 32750-3326
<b>Subdivision Name</b>	
<b>Tax District</b>	01-COUNTY-TX DIST 1
<b>DOR Use Code</b>	01-SINGLE FAMILY
<b>Exemptions</b>	None
<b>AG Classification</b>	No

	2024 Working Values	2023 Certified Values
<b>Valuation Method</b>	Cost/Market	Cost/Market
<b>Number of Buildings</b>	1	1
<b>Depreciated Building Value</b>	\$43,356	\$38,080
<b>Depreciated Other Features</b>	\$800	\$800
<b>Land Value (Market)</b>	\$125,254	\$125,254
<b>Land Value Agriculture</b>		
<b>Just/Market Value</b>	\$169,410	\$164,134
<b>Portability Adjustment</b>		
<b>Save Our Homes Adjustment</b>	\$0	\$0
<b>Non-Hx 10% Cap (AMD 1)</b>	\$0	\$0
<b>P&amp;G Adjustment</b>	\$0	\$0
<b>Assessed Value</b>	\$169,410	\$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)

## Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$169,410	\$0	\$169,410
SJWM(Saint Johns Water Management)	\$169,410	\$0	\$169,410
FIRE	\$169,410	\$0	\$169,410
COUNTY GENERAL FUND	\$169,410	\$0	\$169,410
Schools	\$169,410	\$0	\$169,410

## Sales

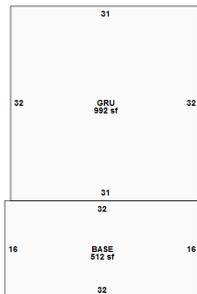
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
CORRECTIVE DEED	10/31/2007	06864	0675	\$100	No	Improved

## Land

Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			0.2	\$20.00	\$4
ACREAGE			1.67	\$75,000.00	\$125,250

## Building Information

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages				
1	SINGLE FAMILY	2006	1	1.0	3	512	1,504	512	CONC BLOCK	\$43,356	\$46,123	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th>Description</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>GARAGE UNFINISHED</td> <td style="text-align: right;">992.00</td> </tr> </tbody> </table>	Description	Area	GARAGE UNFINISHED	992.00
Description	Area															
GARAGE UNFINISHED	992.00															



Sketch by Apex Sketch

Building 1 - Page 1

\*\* Year Built (Actual / Effective)

## Permits

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

## Other Features

Description	Year Built	Units	Value	New Cost
SHED	04/01/1970	1	\$400	\$1,000
SHED	04/01/1970	1	\$400	\$1,000

## Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
A-1	Low Density Residential	LDR	Agricultural-1Ac

## Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
15.00	DUKE	CENTURY LINK	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	MON/THU	THU	WED	Waste Pro

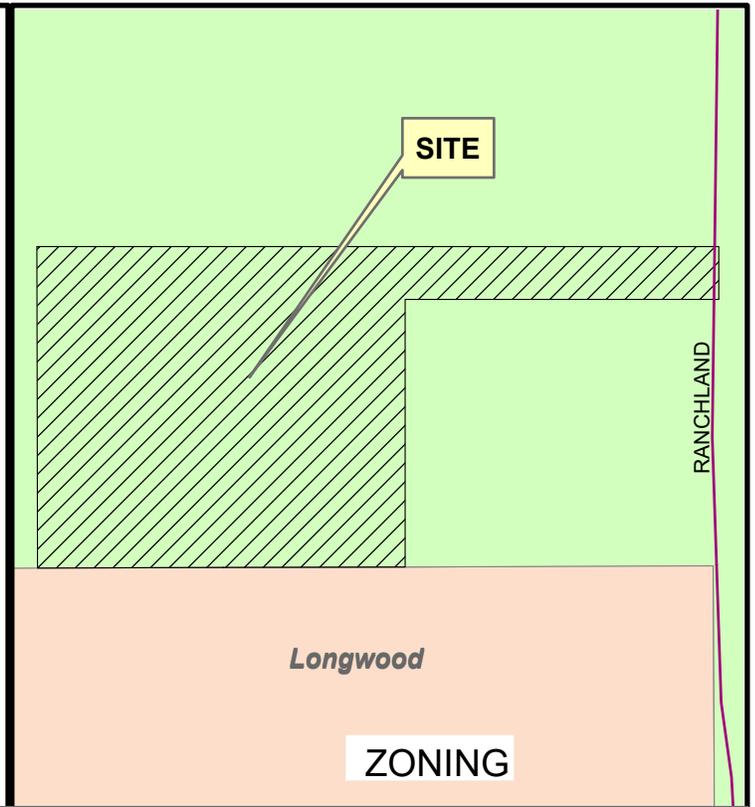
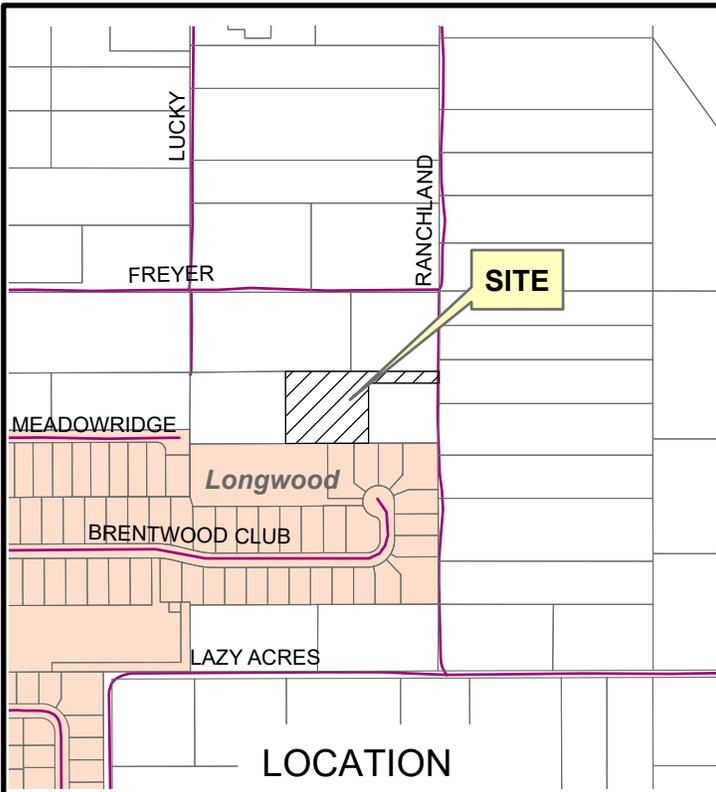
## Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 4 - Amy Lockhart	Dist 7 - Cory Mills	Dist 36 - RACHEL PLAKON	Dist 10 - Jason Brodeur	24

## School Information

Elementary School District	Middle School District	High School District
Longwood	Greenwood Lakes	Lake Mary

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**DREW A. MOOTY**  
**1880 RANCHLAND TRAIL**  
**LONGWOOD, FL 32750**

**SEMINOLE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

**PARCEL ID: 30-20-30-300-0180-0000**

**LEGEND**

-  Site
-  A-1







# SEMINOLE COUNTY GOVERNMENT

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

## Legislation Details (With Text)

**File #:** A-0539-15    **Version:** 1    **Name:** 12-70-CEB  
**Type:** Agenda Item    **Status:** Regular Agenda  
**File created:** 2/18/2015    **In control:** Development Services  
**On agenda:** 4/14/2015    **Final action:**  
**Title:** Code Enforcement Board Lien - Consider requested Release of Lien on a parcel (Tax Parcel # 30-20-30-300-0190-0000) that a lien attached to pursuant to Florida Statutes, Section 162.09(3), where a lien was imposed by the Code Enforcement Board on another property where the violations exist. A lien imposed per Case # 12-70-CEB on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel # 30-20-30-300-0180-0000, also attached to Tax Parcel # 30-20-30-300-0190-0000, (Drew Mooty, Owner and Applicant); District4 - Henley (Rebecca Hammock, Project Manager)

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Applicant's Request.pdf](#)  
[Background Time Line.pdf](#)  
[Case History Documentation.pdf](#)  
[Property Appraiser info.pdf](#)  
[Administrative Costs.pdf](#)  
[Release of Lien.pdf](#)

Date	Ver.	Action By	Action	Result
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**Code Enforcement Board Lien - Consider requested Release of Lien on a parcel (Tax Parcel # 30-20-30-300-0190-0000) that a lien attached to pursuant to Florida Statutes, Section 162.09(3), where a lien was imposed by the Code Enforcement Board on another property where the violations exist. A lien imposed per Case # 12-70-CEB on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel # 30-20-30-300-0180-0000, also attached to Tax Parcel # 30-20-30-300-0190-0000, (Drew Mooty, Owner and Applicant); District4 - Henley (Rebecca Hammock, Project Manager)**

Development Services Department

Planning & Development Division

Rebecca Hammock

Connie DeVasto - 407-665-7397

(A) Deny a Release of Lien to the Code Enforcement Board lien that attached to the vacant property, Tax Parcel # 30-20-30-300-0190-0000, owned by Drew Mooty; or

(B) Approve a Release of Lien to the Code Enforcement Board lien that attached to the vacant property, Tax Parcel # 30-20-30-300-0190-0000, owned by Drew Mooty; or

(C) Continue to a date and time certain.

In response to a complaint, on December 15, 2011, the Building Inspector observed the following violations located at 1880 Ranchland Trail, Longwood: Construction without the required permits and occupying a structure as living space without an approved Certificate of Occupancy in violation of Florida Building Code Sections 105.1 and 110.1.

A lien was imposed by the Code Enforcement Board on April 24, 2014 on the property located at 1880 Ranchland Trail, Longwood, Tax Parcel # 30-20-30-300-0180-0000 owned by Drew Mooty.

The Order imposing the lien states the lien is against the land on which the violations exist and upon any other real or personal property owned by the Respondent. Therefore, the lien also attached to the adjacent vacant property, Tax Parcel # 30-20-30-300-0190-0000, also owned by Drew Mooty, pursuant to Florida Statutes, Section 162.09(3).

The property located at 1880 Ranchland Trail, Longwood, Tax Parcel # 30-20-30-300-0180-0000, is not in compliance and is accruing a fine of \$250.00 per day. As of April 14, 2015, the lien totals \$202,500.00.

The vacant property, Tax Parcel # 30-20-30-300-0190-0000, is under contract for sale.

A background time line is attached.

Pursuant to County Policy, the following items should be considered when evaluating a lien request:

(a) The amount of the lien as compared to the value of the property -

**Per the Property Appraiser information, the 2014 certified assessed value of the property is \$115,200.00. The lien totals \$202,500.00 and is accruing at \$250.00 per day.**

(b) The actions taken, or not taken, by the property owner in attempting to abate the code violations - **Drew Mooty, owner, states he is attempting to sell the adjoining piece of property in order to have the funds to bring the property located at 1880 Ranchland Trail, Longwood into compliance and pay taxes.**

(c) The amount of staff time expended to bring the property in compliance -

**The estimated administrative costs on this matter total: \$552.82. Please see the attached Affidavits for Reimbursement of Administrative Costs for an explanation of costs.**

Deny a Release of Lien for vacant property, Tax Parcel # 30-20-30-300-0190-0000, owned by Drew Mooty, for the following reasons.

1. Liens attach to all real or personal property owned by the Respondent to provide greater assurance that the County will collect on the lien;

2. The property where the violations exist has been in non-compliance for over two years and remains out of compliance;

3. The appropriate procedure as outlined in the County's Administrative Code would be for the the Respondent to: 1. bring the property into compliance 2. request a Lien Reduction and 3. pay the reduced lien amount and receive a Release of Lien; and

4. The Respondent is claiming a financial hardship, but has not submitted any documentation supporting his claim.

04/14/2015

**BACKGROUND TIME LINE FOR CASE 12-70-CEB**

**DREW MOOTY**

<b>DATE</b>	<b>ACTION</b>	<b>RESULT</b>
12/15/11	Violation first observed by Inspector	Violations of construction without the required permits and occupying a structure as living space without an approved Certificate of Occupancy.
4/3/12	Statement of Violation and Request for Hearing submitted to County by Inspector	Case opened and Notice of Hearing for May 24, 2012 Code Enforcement Board meeting sent to Respondent.  Respondent's Certified Mail receipt was received by Code Enforcement Board Office.
5/16/12	Amended Statement of Violation submitted to County by Inspector	Amended Notice of Hearing continuing hearing to July 26, 2012 sent to Respondent.  Respondent's Certified Mail receipt was received by Code Enforcement Board Office.
7/26/12	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of September 27, 2012 for the violations with a fine of \$250.00 per day if violations are not corrected by compliance date.  Respondent was present at the hearing and testified on his own behalf.  Respondent's Certified Mail receipt was received by Code Enforcement Board Office.
9/27/12	Respondent requested an extension to compliance date.	Code Enforcement Board granted an extension to the compliance date to January 24, 2013.
1/28/13	Affidavit of Non-Compliance executed by the Inspector after January 28, 2013 reinspection	The violations remain on the property.  Respondent's Certified Mail receipt was received by Code Enforcement Board Office.
4/24/14	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$143,500.00 with fine continuing to accrue at \$250.00 per day until compliance is obtained.  Respondent was not present at the hearing.  Respondent's Certified Mail receipt was received by Code Enforcement Board Office.
5/1/14	Lien attached to another property, Parcel I.D. #30-20-30-300-0190-0000	Lien Recorded ORB 08254 Pages 0811-812
2/18/15	Request for Release of Lien received	The Applicant is requesting a release of lien on a particular parcel that the lien attached to when the lien was imposed on the adjacent property.

GROWTH MANAGEMENT DEPARTMENT

CODE ENFORCEMENT



April 6, 2012

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

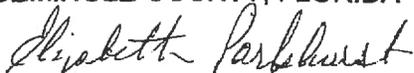
The Seminole County Code Enforcement Board was created by Chapter 53 of the Seminole County Code as authorized by Chapter 162, Florida Statutes. The purpose of this Board is to facilitate the enforcement of the codes in force in Seminole County by means of a Board composed of seven citizens who can quickly 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

  
Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosures: Statement of Violation/Request for Hearing  
Notice of Hearing

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 RANCLAND TRAIL, LONGWOOD, FL 32750**

Respondent.  
\_\_\_\_\_ /

**NOTICE OF HEARING**

To: **DREW A. MOOTY  
1870 RANCLAND 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 6<sup>th</sup> day of April 2012.

Elizabeth Parkhurst  
Clerk to the Code Enforcement Board  
Seminole County, Florida



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

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 RANGLAND TRL LONGWOOD FL 32750-0000**

COMMISSION DISTRICT **4**

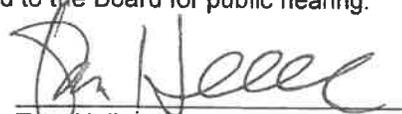
NAME AND ADDRESS OF OWNER: **DREW A MOOTY 1870 RANGLAND TRL LONGWOOD, FL, 32750**

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: December 15, 2011  
DATE 1st NOTICE OF VIOLATION: December 15, 2011  
DATE VIOLATION TO BE CORRECTED: January 15, 2012  
DATE OF REINSPECTION: April 03, 2012 via computer  
INSPECTION RESULTS: Unpermitted construction remains

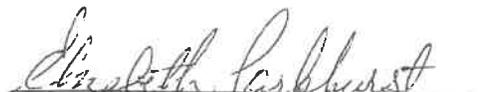
Based upon the foregoing, the undersigned Tom Helle hereby certifies that the above described violations continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for public hearing.

DATED THIS 3<sup>rd</sup> day of April 2012

  
Tom Helle, Inspector

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> 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 expires



July 5, 2012

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CESM  
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 to include a violation of Florida Building Code, Section 105.1; adding the violation of changed the use of a structure without an approved certificate of occupancy at 1880 Ranchland Trail.

Your hearing date will remain the same: **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

May 16, 2012

DREW A. MOOTY  
1870 RANGLAND 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

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 RANCLAND TRAIL, LONGWOOD, FL 32750**

Respondent.

**AMENDED  
NOTICE OF HEARING**

To: **DREW A. MOOTY  
1870 RANCLAND 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 RANCLAND TRAIL**

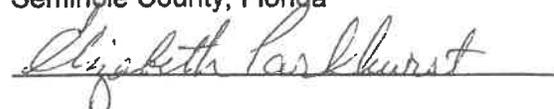
FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING AND DEVELOPMENT/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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 ~~6<sup>th</sup> day of April 2012~~. 16<sup>th</sup> day of May 2012.

Elizabeth Parkhurst  
Clerk to the Code Enforcement Board  
Seminole County, Florida



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 RANGLAND TRL  
LONGWOOD FL 32750-0000**

COMMISSION DISTRICT **4**

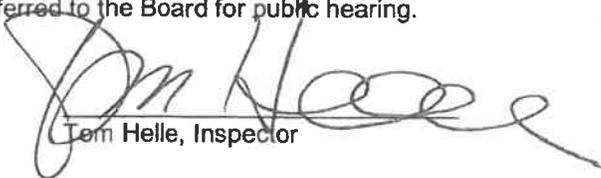
NAME AND ADDRESS OF OWNER: **DREW A MOOTY  
1870 RANGLAND TRL  
LONGWOOD, FL, 32750**

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: December 15, 2011  
DATE 1st NOTICE OF VIOLATION: December 15, 2011  
DATE VIOLATION TO BE CORRECTED: January 15, 2012  
DATE OF REINSPECTION: April 03, 2012 via computer  
INSPECTION RESULTS: Unpermitted construction remains

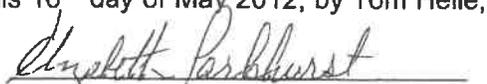
Based upon the foregoing, the undersigned Tom Helle hereby certifies that the above described violations continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for public hearing.

DATED THIS 16<sup>th</sup> day of May 2012

  
Tom Helle, Inspector

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> 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 800-385-7019

July 27, 2012

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

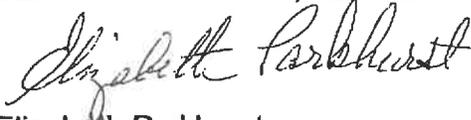
CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Please be advised that the Code Enforcement Board entered its Findings of Fact, Conclusions of Law and Order in your case giving you until **September 27, 2012** to correct your violation. If you do not correct your violation by this date, a fine in the amount of **\$250.00 per day** will begin to accrue and will continue to accrue until compliance has been obtained.

I am enclosing a certified copy of this Order for your records.

Please call **Inspector Tom Helle at 407-665-7338** as soon as you have corrected this violation so that compliance can be verified.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Findings of Fact, Conclusions of Law and Order

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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**

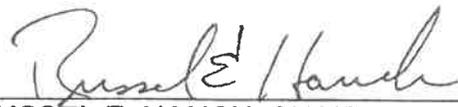
If the Respondent does not comply with the Order, a fine of **\$250.00 per day** will be imposed for each day the violations continue or are repeated after compliance past **September 27, 2012**.

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 24<sup>th</sup> 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 24<sup>th</sup> 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:

October 1, 2012

DREW A. MOOTY  
1870 RANCLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Please be advised, the Board extended your compliance date from September 27, 2012 to **January 24, 2013**. I am enclosing a certified copy of the Order for your records.

If you have any questions, feel free to contact me at 407-665-7403.

Please call **Inspector Tom Helle at 407-665-7338** as soon as you have corrected this violation so that compliance can be verified.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Order Extending Compliance Date

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 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.

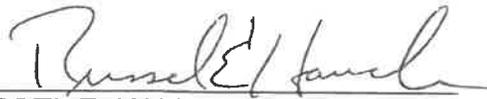
It is hereby ordered that the Respondent's compliance date of September 27, 2012 be extended to **January 24, 2013**.

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 27<sup>th</sup> day of September 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 27<sup>th</sup> 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



February 4, 2013

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

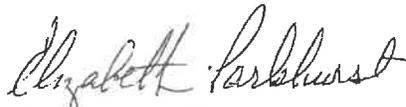
Please be advised that on July 26, 2012, the Code Enforcement Board of Seminole County issued its Findings of Fact, Conclusions of Law and Order in the above-referenced case. The Order specifically found your property in violation of having construction without the required permits changed the use of a structure without an approved certificate of occupancy at 1880 Ranchland Trail, Longwood Florida. The Board required compliance with its Order by January 24, 2013. I am enclosing a certified copy of the Affidavit of Non-Compliance which has been filed by the Code Enforcement Officer.

This item will be heard by the Code Enforcement Board at its regularly scheduled meeting on **THURSDAY, MARCH 28, 2013, AT 1:30 PM**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida.

At the time of the upcoming hearing, your fine will have run for 63 days, from January 25, 2013 through and including March 28, 2013, at **\$250.00** per day which totals **\$15,750.00**.

Seminole County will be requesting the Board issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$15,750.00**, with the fine continuing to accrue at **\$250.00** per day until compliance is obtained.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Affidavit of Non-Compliance

cc: Tom Helle, Inspector

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

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.

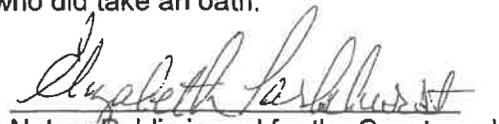
FURTHER AFFIANT SAYETH NOT

DATED this 28<sup>th</sup> day of January 2013.

  
Tom Helle, Inspector

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> 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:



April 1, 2013

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

As you know the Code Enforcement Board tabled your case from the March 28, 2013 meeting to the regularly scheduled meeting on **Thursday, August 22, 2013, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida.

At the time of the hearing, your fine will have run for 210 days, from January 25, 2013 through and including August 22, 2013, at **\$250.00 per day** which totals **\$52,500.00**.

Seminole County will be requesting the Board issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$52,500.00**, with the fine continuing to accrue at **\$250.00 per day** until compliance is obtained.

Enclosed is a copy of the corrected Findings of Fact, Conclusions of Law and Order for your records, correcting a typographical error with the order date to reflect the hearing date as July 26, 2013.

If you have any questions regarding your violation, please call **Inspector Tom Helle at 407-665-7338**. If you have any questions regarding this hearing, please call me at the number listed below.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Corrected Findings of Fact, Conclusions of Law and Order

cc: CEO Tom Helle, Inspector

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

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 24<sup>th</sup> ~~26<sup>th</sup>~~ day 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 28<sup>th</sup> 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:



July 3, 2013

SECOND NOTICE

DREW A. MOOTY  
1870 RANCLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

As you know the Code Enforcement Board tabled your case from the March 28, 2013 meeting to the regularly scheduled meeting on **Thursday, August 22, 2013, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida.

At the time of the hearing, your fine will have run for 210 days, from January 25, 2013 through and including August 22, 2013, at **\$250.00 per day** which totals **\$52,500.00**.

Seminole County will be requesting the Board issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$52,500.00**, with the fine continuing to accrue at **\$250.00 per day** until compliance is obtained.

If you have any questions regarding your violation, please call **Inspector Tom Helle at 407-665-7338**. If you have any questions regarding this hearing, please call me at the number listed below.

CODE ENFORCEMENT BOARD



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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 22<sup>nd</sup> day of August 2013, in Seminole County, Florida.

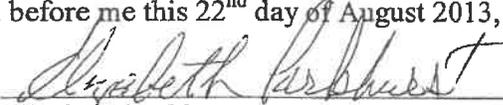
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

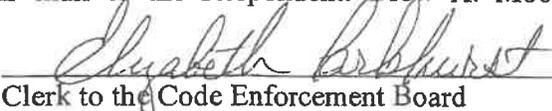
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August 2013, by Russel E. Hauck, who is personally known to me.



Elizabeth Parkhurst  
Notary Public to and for the  
County and State aforementioned  
My Commission Expires:



I HEREBY CERTIFY that on this 22 day of August 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, FL 32750.

  
Clerk to the Code Enforcement Board

August 23, 2013

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

As you know the Code Enforcement Board tabled your case at the August 22, 2013 meeting to the regularly scheduled meeting on **Thursday, September 26, 2013, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida. I am enclosing a certified copy of this Order for your records.

At the time of the hearing, your fine will have run for 245 days, from January 25, 2013 through and including September 26, 2013, at **\$250.00 per day** which totals **\$61,250.00**.

Seminole County will be requesting the Board issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$62,250.00**, with the fine continuing to accrue at **\$250.00 per day** until compliance is obtained.

If you have any questions regarding your violation, please call **Inspector Tom Helle at 407-665-7338**. If you have any questions regarding this hearing, please call me at the number listed below.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Order Continuing Hearing

cc: Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**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.

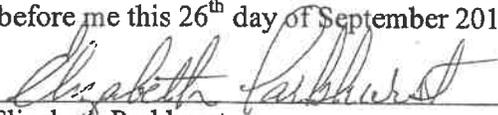
**DONE AND ORDERED** this 26<sup>th</sup> day of September 2013, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
RUSSEL E. HAUCK, CHAIR

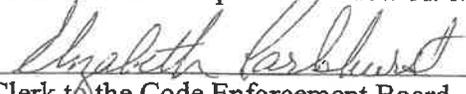
STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> 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:



I HEREBY CERTIFY that on this 1st 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

DEVELOPMENT SERVICES DEPARTMENT  
CODE ENFORCEMENT



October 1, 2013

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

As you know the Code Enforcement Board tabled your case from the September 26, 2013 meeting to the regularly scheduled meeting on **Thursday, February 27, 2014, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida. I am enclosing a certified copy of this Order for your records.

At the time of the hearing, your fine will have run for 399 days, from January 25, 2013 through and including February 27, 2013, at \$250.00 per day which totals **\$99,750.00**.

Seminole County will be requesting the Board issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$99,750.00**, with the fine continuing to accrue at **\$250.00** per day until compliance is obtained.

If you have any questions regarding your violation, please call **Inspector Tom Helle at 407-665-7338**. If you have any questions regarding this hearing, please call me at the number listed below.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

A handwritten signature in cursive script, appearing to read "Elizabeth Parkhurst".

Elizabeth Parkhurst  
Clerk to the Code Enforcement Board

Enclosure: Order Continuing Hearing

cc: Tom Helle, Inspector

February 28, 2014

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

Please be advised that the hearing scheduled for February 27, 2014 was continued to April 24, 2014. This hearing will be held at 1:30 p.m., in the BCC Chambers, located at 1101 E. 1<sup>st</sup> Street, Sanford, Florida.

If you have any questions regarding your violation, please call **CEO Tom Helle, Inspector at 407-665-7338**. If you have any questions regarding this hearing, please call me at the number listed below.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA



Paula Halleck  
Clerk to the Code Enforcement Board

cc: CEO Tom Helle, Inspector

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political  
Subdivision of the State of Florida,

Petitioner,

vs.

**DREW A. MOOTY**  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Respondent.

---

**CASE NO. 12-70-CEB**

MARYANNE MURSE, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
BK 08254 Pgs 0811 - 812; (2pgs)  
CLERK'S # 2014048176  
RECORDED 05/01/2014 04:14:49 PM  
RECORDING FEE \$ 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. # 30-20-30-300-0180-0000) 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)
- 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  
CLERK OF THE CODE  
ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL  
BY: Paula Haddock  
DATE: 04-25-14

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 24<sup>th</sup> day of April, 2014, in Seminole County, Florida.

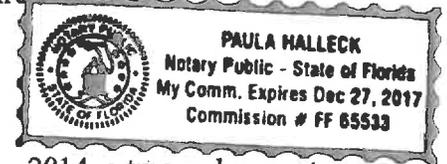
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
RUSSEL E. HAUCK, CHAIR

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> 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 Expires



I HEREBY CERTIFY that on this 25<sup>th</sup> day of April 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

DEVELOPMENT SERVICES DEPARTMENT  
CODE ENFORCEMENT



April 25, 2014

DREW A. MOOTY  
1870 RANGLAND TRAIL  
LONGWOOD, FL 32750

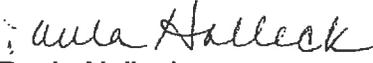
CASE NO – 12-70-CEB  
PARCEL I.D. NO – 30-20-30-300-0180-0000

Dear Property Owner:

On **April 24, 2014**, the Code Enforcement Board entered its order imposing a **lien** on your property in the amount of **\$143,500.00** for 574 days of non-compliance. The fine will continue to accrue at **\$250.00 per day** until you have corrected your violation. I am enclosing a certified copy of this Order for your records.

Please call **CEO Tom Helle, Inspector at 407-665-7338** as soon as you have corrected this violation so that compliance can be verified.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
Paula Halleck  
Clerk to the Code Enforcement Board

Enclosure: Order Finding Non-Compliance and Imposing Fine/Lien

cc: CEO Tom Helle, Inspector



Number of letters	2013 Postage Rate	Type of Mail	Cost
5	\$0.48	Regular mail	\$2.40
5	\$6.11	Certified Mail	\$30.55
Number of letters	2014 Postage Rate	Type of Mail	Cost
2	\$0.49	Regular mail	\$0.98
2	\$6.48	Certified Mail	\$12.96
<b>TOTAL TANGIBLE AND/OR SERVICE COSTS</b>			<b>\$77.89</b>

The Clerk to the Code Enforcement Board has incurred actual costs in the amount of **\$418.14** during the processing of this case. Said costs are supported and documented as listed above.

Signature of Clerk: *Connie R. Roberts* Date: 2-25-15

**SEMINOLE COUNTY BUILDING DIVISION**  
**SEMINOLE COUNTY**  
Affidavit For Reimbursement of Inspector Administrative Costs

**Case# 12-70-CEB - MOOTY**

The Seminole County Building Division requests that the Department of Economic & Community Development Services petition the Code Enforcement Special Magistrate to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

**Inspector: Tom Helle**

DATE	PERSONNEL ACTIVITY	HOURS
3/27/14	Open and maintain case	1.0
Various		
	Prepare and present case at CEB Hearings	2.0
	Calls for service- Inspections - 2-15 min	0.5
	Inspector	TOTAL HOURS 3.50
		HOURLY RATE \$38.12
	Building Official	TOTAL HOURS 0.00
		HOURLY RATE \$58.01
		<b>TOTAL PERSONNEL COSTS \$133.42</b>

**TANGIBLE GOODS OR SERVICES**

Number of letters	Postage Rate	Type of Mail	Cost
3	\$0.42	First class mail	\$1.26
	\$5.32	Certified mail	\$0.00
		<b>TOTAL TANGIBLE AND/OR SERVICE COSTS</b>	<b>\$1.26</b>

The Seminole County Building Division has incurred actual costs in the amount of during \$134.68 the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$38.12 per hour, as determined by the Resource Management Department of Seminole County. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Inspector: *Tom Helle* Date: 1-9-14

Attested to this 9<sup>th</sup> day of January, 2015. *Paula Halleck* FLORIDA  
 Notary Public in and for the County and State



As aforementioned My commission expires:

**RELEASE OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 12-70-CEB, filed against DREW A. MOOTY by and on behalf of Seminole County, that attached to the property, Parcel I.D. #30-20-30-300-0190-0000, recorded in Official Records Book 08254, Pages 0811 – 812, of the Public Records of Seminole County, Florida, only against the following described real property:

SEC 30 TWP 20S RGE 30E S 250 FT OF N 533 FT OF SE 1/4 OF NW 1/4 (LESS W 933 FT)

**THIS RELEASE OF LIEN DOES NOT DISCHARGE SEMINOLE COUNTY'S CLAIM OF LIEN UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY DREW A. MOOTY.**

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BRENDA CAREY, 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  
March 24, 2015 regular meeting.

\_\_\_\_\_  
County Attorney

Government Applications, LLC; and Royal  
Battery Distributors, Inc.

Districts 1, 2, 3, 4 and 5 voted AYE.

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**Motion** by Commissioner Dallari, seconded by Commissioner  
Henley, to approve the following:

—  
**Sheriff's Office**

37. Approve contribution of \$6,000 from the Sheriff's  
Law Enforcement Trust Fund to provide funding in  
support of "Project Graduation 2015," an alcohol and  
drug-free celebration for Seminole County high  
schools on graduation night. (A-0630-15)

Districts 1, 2, 3, 4 and 5 voted AYE.

—  
**REGULAR AGENDA**

*Agenda Item #38 - A-0539-15*

Rebecca Hammock, Planning & Development Division Manager,  
addressed the Board to present a request to consider a Release  
of Lien for Case #12-70-CEB on property located at 1870  
Ranchland Trail, Longwood, Tax Parcel #30-20-30-300-0190-0000,  
Drew Mooty, Owner. Ms. Hammock reviewed the background  
timeline as outlined in the Agenda Memorandum and noted that a  
lien was imposed on April 24, 2014 on property located at 1880  
Ranchland Trail, Longwood, Tax Parcel #30-20-30-300-0190-  
0000. She explained that pursuant to Florida Statutes, the  
lien was against the land where the violations existed and  
upon any other real or personal property owned by the  
Respondent; therefore, the lien also attached to the adjacent  
vacant property at 1870 Ranchland Trail.

Ms. Hammock advised that the property located at 1880 Ranchland Trail is still not in compliance and the vacant property located at 1870 Ranchland Trail is under contract for sale. The Applicant is requesting a Release of Lien for the vacant property because he is attempting to sell that property in order to have funds to bring the property located at 1880 Ranchland Trail into compliance and pay back taxes. Ms. Hammock stated that staff is recommending denial since the property where the violations exist still remains out of compliance. She did point out that if the Board does decide to grant the requested Release of Lien, a lien will still remain on 1880 Ranchland Trail providing the County some assurance that the property will be brought into compliance.

Upon inquiry by Chairman Carey, Ms. Hammock confirmed that the request is to release the lien on 1870 Ranchland Trail and staff's recommendation is that the lien would remain on 1880 Ranchland Trail.

Speaker Request Form from David Sweet was received and filed.

**Motion** by Commissioner Henley, seconded by Commissioner Dallari, to approve a Release of Lien for Case #12-70-CEB on the vacant property located at 1870 Ranchland Trail, Longwood, Tax Parcel #30-20-30-300-0190-0000, owned by Drew Mooty contingent upon the Applicant bringing the property located at 1880 Ranchland Trail into compliance by requesting a building permit; and once the property is sold, paying the back taxes owed.

Under discussion and upon inquiry by Commissioner Dallari, Commissioner Henley suggested giving the Applicant 90 days to bring the property at 1880 Ranchland Trail into compliance. He suggested also giving the staff the authority to grant delays if there is a problem in the closing that calls for a delay rather than bringing it back to the Board.

Commissioner Henley stated the intent of the motion is that the Applicant will have the violations under control within the next 60 to 90 days; and if there is a problem with the closing, then staff would have the right to extend it past 90 days without coming back to the Board.

Chairman Carey stated she wanted to clarify that the motion is within the next 90 days, the Applicant will bring 1880 Ranchland Trail into compliance. She added if staff needs to extend the timeframe for closing purposes, then staff could continue to extend up to 180 days.

Upon inquiry by Commissioner Constantine, Commissioner Henley stated the Applicant has a contract offer on 1870 Ranchland Trail but he cannot close due to the lien.

Upon inquiry by Commissioner Constantine, David Sweet, 1985 East 4<sup>th</sup> Street, on behalf of the Applicant, addressed the Board to state the closing date cannot be set until a determination is made by the Board regarding the lien.

Commissioner Constantine confirmed that the intention is to release the lien on 1870 Ranchland Trail and the Applicant will get a contract and close on that property. Within the

timeframe, the Applicant will need to bring 1880 Ranchland Trail into compliance and pay the back taxes. He stated the lien will continue to accrue on 1880 Ranchland Trail. Commissioner Constantine questioned what the cost would be to bring 1880 Ranchland Trail into compliance. Ms. Hammock advised she does not have an estimate. She explained the Applicant is claiming he needs the proceeds of the sale of 1870 Ranchland Trail to bring 1880 Ranchland Trail into compliance. She stated 1880 Ranchland Trail does not have a Certificate of Occupancy and it appears it was converted to a residential structure; so staff's understanding is the Applicant would need to do a Change of Use and apply for current building permits. She stated the Applicant has not determined if that is the route he would like to go or if he is going to apply for an agricultural exemption.

Chairman Carey stated before the lien is released, the Applicant has got to bring 1880 Ranchland Trail into compliance. The motion is contingent upon bringing 1880 Ranchland Trail into compliance within 90 days, with staff having the ability to extend that up to 180 days, as well as the back taxes being paid for both parcels as a proceed of this closing.

Ms. Guillet advised that while she understands where the Board is trying to go and appreciates it, logistically, she thinks it is a problem because the Applicant needs the proceeds of the sale of 1870 Ranchland Trail to bring 1880 Ranchland Trail into compliance. They cannot close until the

lien is released, so the Board will have released the lien in order for the Applicant to get the proceeds. She opined making the release of the lien contingent upon bringing the other side into compliance is logistically problematic.

Ms. Guillet stated this is a situation where there will still be an encumbrance on a piece of property. She recommended the Board release the lien on 1870 Ranchland Trail and maintain the lien on 1880 Ranchland Trail. Then they will still have a guarantee or some sort of encumbrance to try to get 1880 into compliance. Ms. Guillet stated logistically, what is being suggested will not work because they will need to release the lien before they can get the proceeds to bring the other property into compliance. Commissioner Henley stated that is exactly what his motion accomplishes; it releases the lien on one.

Chairman Carey questioned whether Commissioner Henley's intent was that the release of lien would be contingent upon bringing 1880 Ranchland Trail into compliance. Commissioner Henley confirmed that is his intent because bringing it into compliance means that the Applicant will apply for a permit on 1880 Ranchland Trail.

Upon inquiry by Chairman Carey, Mr. Sweet stated the Applicant applied for a building permit in 2013. He advised the plans did pass, but due to other things that occurred after that, the building permit expired.

Chairman Carey stated the issue is that the Applicant has turned a pole barn into a home without a building permit, and

that is a big problem in Seminole County. She stated she understands the intent of Commissioner Henley's motion is that the Applicant remedy that before the lien is released on 1870 Ranchland Trail. She stated the Applicant's contract will have to be subject to 1880 Ranchland Trail being in compliance in order for the lien on 1870 Ranchland Trail to be released.

Commissioner Dallari stated that is not what Commissioner Henley said.

Commissioner Henley reiterated that his intent is to release the lien on 1870 Ranchland Trail provided the Applicant pays the back taxes and brings 1880 into compliance by applying for a permit. Then the Applicant can come back to the Board regarding the amount of the lien that this Board is not releasing at this time.

Chairman Carey noted applying for a building permit will not bring the 1880 Ranchland Trail property into compliance but it will start the function. She restated the motion is to release the lien on 1870 Ranchland Trail, and leave the lien on 1880 Ranchland Trail, and it is contingent upon the Applicant paying the back taxes and applying for a building permit prior to the lien being released. Ms. Hammock stated her understanding from speaking with Commissioner Henley was the motion was to release the lien on 1870 Ranchland Trail and then anticipate with the sale of the property that then the Applicant would bring 1880 Ranchland Trail into compliance.

Chairman Carey stated the Applicant needed to apply for the building permit. The Applicant can bring the property

into compliance after the fact but he has to get a permit. She reiterated the Applicant needs to pay the back taxes and apply for a building permit. He can "final out" his building permit after the fact, and 1870 will be released so that he can close on 1870. He can take the money and bring 1880 into compliance. She stated if the Applicant needs to come back and talk to the Board about anything else on the 1880 property, that will be a subject for a separate day.

Commissioner Constantine reiterated that Commissioner Henley stated the Applicant would have 90 days to bring the property into compliance after the release. Chairman Carey stated after the Board releases the lien, the "horse is out of the gate." She stated the lien is still on 1880, but if they release the lien on 1870 in order for the Applicant to sell the property and he sells it and still has not brought 1880 into compliance, they cannot go back and unwind the sale on 1870. She stated that all the Applicant has to do is apply for the building permit and pay the taxes to which **the seconder agreed.**

Ms. Hammock stated her understanding was the Applicant cannot pay the back taxes until the sale of 1870 has gone through. Chairman Carey stated that is not the motion on the floor. She added they can escrow the taxes on a sale and work through that.

Districts 1, 2, 3, 4 and 5 voted AYE.

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**RELEASE OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 12-70-CEB, filed against DREW A. MOOTY by and on behalf of Seminole County, that attached to the property, Parcel I.D. # 30-20-30-300-0190-0000, recorded in Official Records Book 08254, Pages 0811 – 812, of the Public Records of Seminole County, Florida, only against the following described real property:

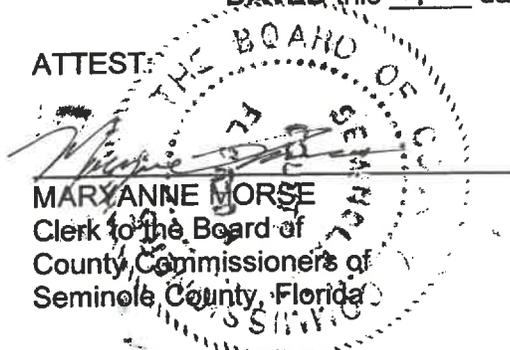
SEC 30 TWP 20S RGE 30E S 250 FT OF N 533 FT OF SE 1/4 OF NW 1/4 (LESS W 933 FT)

**THIS RELEASE OF LIEN DOES NOT DISCHARGE SEMINOLE COUNTY'S CLAIM OF LIEN UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY DREW A. MOOTY.**

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this 11<sup>th</sup> day of May, 2015.

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:

Brenda Carey  
BRENDA CAREY, Chairman

Date:

05-11-2015

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  
April 14, 2015 regular meeting.

Helissa Clarke  
County Attorney

CERTIFIED COPY  
MARYANNE MORSE  
Clerk of Circuit Court and Comptroller  
SEMINOLE COUNTY, FLORIDA  
BY [Signature]  
DEPUTY CLERK

MARYANNE MORSE, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
BK 08466 Pg 0887; (1pg)  
CLERK'S # 2015049904  
RECORDED 05/08/2015 12:42:04 PM  
RECORDING FEE \$ 10.00  
RECORDED BY J Eckenroth (all)

THIS INSTRUMENT PREPARED BY:

Name: DREW A. MOOTY  
Address: 1880 RANGLAND TR.  
LONGWOOD, FL 32750

NOTICE OF COMMENCEMENT

Permit Number: 13-7225  
Parcel ID Number: 30.20.30.300.0180.0000

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- DESCRIPTION OF PROPERTY: (Legal description of the property and street address if available)  
LOT 18 1880 RANGLAND TR  
LONGWOOD FL 32750
- GENERAL DESCRIPTION OF IMPROVEMENT:  
POLE BARN "AS BUILT"
- OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:  
Name and address: DREW MOOTY 1870 RANGLAND TR LONGWOOD 32750  
Interest in property: OWNER/BUILDER  
Fee Simple Title Holder (if other than owner listed above) Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- CONTRACTOR: Name: OWNER/BUILDER Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_
- SURETY (if applicable, a copy of the payment bond is attached): Name: NONE Amount of Bond: \_\_\_\_\_  
Address: \_\_\_\_\_
- LENDER: Name: NONE Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_
- Persons within the State of Florida Designated by Owner upon whom notice or other documents may be served as provided in Section 713.13(1)(a)7., Florida Statutes.  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_
- In addition, Owner designates \_\_\_\_\_ of \_\_\_\_\_  
to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes. Phone number: \_\_\_\_\_
- Expiration Date of Notice of Commencement (The expiration is 1 year from date of recording unless a different date is specified) \_\_\_\_\_

CLERK OF THE CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
MAYANNE MORSE  
COMPTROLLER  
DEPUTY CLERK  
MAY 08 2015

**WARNING TO OWNER:** ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Drew A Mooty (Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)  
DREW A. MOOTY (Print Name and Provide Signatory's Title/Office)

State of FLA. County of SEMINOLE  
The foregoing instrument was acknowledged before me this 7th day of May, 2015  
by Drew A Mooty Name of person making statement. Who is personally known to me  OR  
who has produced identification X type of identification produced: Florida drivers license

PAULA K. ARCHER  
Commission # FF 224212  
Expires APR 26, 2019  
Bonded Thru Troy Pain Insurance 800-385-7019

APPL # 13-00007225 PERMIT #  
OWNER: MOODY DREW  
JOB ADDRESS: 1890 RANGLAND TRL

RECEIPT # 015/101

LOT #: 0000

B DEPT COMM AFFAIR SURCHG	4.18	4.18	.00
B CERTIFICATION SURCHARGE	4.18	4.18	.00
PERMIT FEES	138.00	138.00	.00
PERMIT FEES	50.00	50.00	.00
PERMIT FEES	45.00	45.00	.00
PERMIT FEES	45.00	45.00	.00

TOTAL FEES DUE.....# 286.36

AMOUNT RECEIVED.....# 286.36

\* DEPOSITS NON-REFUNDABLE \*  
\*\* THERE IS A PROCESSING FEE RETAINAGE FOR ALL REFUNDS \*\*

COLLECTED BY: BDTC02	BALANCE DUE.....#	.00
CHECK NUMBER.....#	000000000000	
CASH/CHECK AMOUNTS....#	286.36	
COLLECTED FROM:	DREW MOODY	
DISTRIBUTION.....#	1 - COUNTY    2 - CUSTOMER    3 -	4 - FINANCI

# SEMINOLE COUNTY BUILDING PERMITS

ISSUED DATE: 5/07/15  
 JOB ADDRESS: 1880 RANGLAND TRL  
 LONGWOOD  
 CONTRACTOR: OWNER BUILDER  
 SANFORD

PARCEL ID#: 30-20-30-300-0180-0000 PERMIT#: 13-7225  
 PERMIT VALUE: 21,429 WORK D:R435  
 FL 327500000 BLDG PMT NEW / ALTERATION R  
 OWNER: MOOTY DREW A  
 1870 RANGLAND TRL  
 LONGWOOD FL 32750

LICENSE HOLDER NAME: OWNER  
 STATE CONTRACTORS LICENSE: OWNER

SUBCONTRACTORS:  
 BPNA OWNER BUILDER  
 ELMS OWNER BUILDER

BPRF OWNER BUILDER  
 PLMS OWNER BUILDER

SPECIAL NOTES:  
 addition of storage areas to existing pole barn  
 May 5, 2015 10:37:40 AM bdac01. PAUL WATSON TO DO INSPECTIONS.

**POST THIS CARD IN VIEW FROM STREET / REVIEWED PLANS MUST BE POSTED AT JOB FOR INSPECTION**

BUILDING INSPECTION RECORD				ELECTRICAL INSPECTION RECORD			
INSPECTION	AP	REJECTED	INSP	INSPECTION	AP	REJECTED	INSP
SETBACK / FOOTER / STEEL				SLAB ELECTRIC			
SLAB / MONO / POOL DECK				T-POLE / TUG			
LINTEL / COLUMNS				UNDERGROUND ELECTRIC			
JOIST / TIE BEAMS				FOOTER GROUND / BOND			
ROOF SHEATHING				ROUGH ELECTRICAL			
DRY-IN / UNDERLAYMENT				WALL ROUGH			
WALL SHEATHING				ROUGH LOW VOLTAGE			
DRY-IN / WALL				CEILING ROUGH			
STRUCTURAL FRAME				PRE-POWER			
FRAMING				FINAL LOW VOLTAGE			
WINDOW BUCK				FINAL ELECTRICAL			
FIREWALL / DRYWALL							
LATH							
INSULATION				PLUMBING INSPECTION RECORD			
FINAL ENGINEERING				ROUGH PLUMBING			
FINAL BUILDING				SEWER			
				2ND ROUGH			
				IRRIGATION SYSTEM			
				IRRIGATION METER			
				FINAL PLUMBING			
MECHANICAL INSPECTION RECORD				FIRE INSPECTION RECORD			
ROUGH MECHANICAL				FIRE ALARM			
FINAL MECHANICAL				FIRE SPRINKLER			
				FINAL FIRE			
GAS INSPECTION RECORD							
ROUGH GAS							
FINAL PIPING							
FINAL GAS							

In consideration of the granting of this permit, it is agreed that in all respects the work will be performed and completed in accordance with the permitted plans and the applicable codes. This permit may be revoked at any time upon the violation of any of the provisions of said laws, ordinances or rules and regulations or upon any change in the plans and specifications unauthorized by this department. **PERMIT VOID AFTER (6) SIX MONTHS** from date of issuance if work is not started or is abandoned for any 6 month period. No electric power will be authorized until Stormwater, Well, Septic, Health, Fire, Zoning or solid waste and re-inspection fees are all completed as applicable to the site. Permit is property of Seminole County. Sanitation facilities must be provided throughout duration of construction at the building site. **FBC section 3305**  
**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

**"WARNING TO OWNER : YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT" FS713.135**

A N.P.D.E.S. permit is required for all projects greater than 1 - acre through F.D.E.P.

Office 407-665-7050 / On-line inspection scheduling: <http://www.seminolecountyfl.gov/permits>



A. Settlement statement (HUD-1)

OMB Approval No. 2502-0265

<b>First American Title Insurance Company Estimated Statement</b>	<b>B. Type of Loan</b>
	1-5. Loan Type:
	6. File Number: 12666-2136463
	7. Loan Number:
8. Mortgage Insurance Case Number:	
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.	
<b>D. Name &amp; Address of Borrower:</b> Jason Thompson, Yoiss Thompson 669 Pick Fair Terrace, Lake Mary, FL 32746	
<b>E. Name &amp; Address of Seller:</b> Drew A. Mooty 1870 Ranchland Trail, Longwood, FL 32761	
<b>F. Name &amp; Address of Lender:</b> To Be Determined	
<b>G. Property Location:</b> Vacant Land, APN 30-20-30-300-0190-0000, Seminole County, FL	
<b>H. Settlement Agent:</b> First American Title Insurance Company (407)803-5353 Address: 12301 Lake Underhill Road, Ste 231, Orlando, FL 32828	
<b>I. Estimated Settlement Date:</b> Print Date: 04/29/2015, 6:32 PM Estimated Disb. Date: Signing Date:	
Place of Settlement Address: 12301 Lake Underhill Road, Ste 231, Orlando, FL 32828	

J. Summary of Borrower's Transaction	
<b>100. Gross Amount Due from Borrower</b>	
101. Contract Sales Price	110,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	268.50
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
<b>120. Gross Amount Due from Borrower</b>	<b>110,268.50</b>
<b>200. Amounts Paid by or on Behalf of Borrower</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	110,000.00
203. Existing loan(s) taken subject	
204.	
205.	
206.	
207.	
208.	
209.	
<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. Total Paid by/for Borrower</b>	<b>110,000.00</b>
<b>300. Cash at Settlement from/to Borrower</b>	
301. Gross amount due from borrower (line 120)	110,268.50
302. Less amounts paid by/for borrower (line 220)	110,000.00
<b>303. Cash (X From) ( To) Borrower</b>	<b>268.50</b>

K. Summary of Seller's Transaction	
<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	110,000.00
402. Personal property	
403. Total Deposits	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
<b>420. Gross Amount Due to Seller</b>	<b>110,000.00</b>
<b>500. Reductions in Amount Due to Seller</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	17,295.50
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
<b>Adjustments for items unpaid by seller</b>	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. Total Reduction Amount Due Seller</b>	<b>17,295.50</b>
<b>600. Cash at Settlement to/from Seller</b>	
601. Gross amount due to seller (line 420)	110,000.00
602. Less reductions in amounts due seller (line 520)	17,295.50
<b>603. Cash (X To) ( From) Seller</b>	<b>92,704.50</b>

Previous editions are obsolete. \* See Supplemental Page for details. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

<b>L. Settlement Charges</b>				
<b>700. Total Real Estate Broker Fees</b>			<b>Paid From Borrower's Funds at Settlement</b>	<b>Paid From Seller's Funds at Settlement</b>
Division of commission (line 700) as follows:				
701.				
702.				
703. Commission paid at settlement				
704.				
705.				
706.				
<b>800. Items Payable in Connection with Loan</b>				
801. Our origination charge	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)			
803. Your adjusted origination charges to To Be Determined	(from GFE A)			
804. Appraisal fee	(from GFE #3)			
805. Credit report	(from GFE #3)			
806. Tax service	(from GFE #3)			
807. Flood certification	(from GFE #3)			
808.	(from GFE #3)			
809.	(from GFE #3)			
810.	(from GFE #3)			
811.	(from GFE #3)			
<b>900. Items Required by Lender to Be Paid in Advance</b>				
901. Daily interest charges from to To Be Determined	(from GFE #10)			
902.	(from GFE #3)			
903. Homeowner's insurance	(from GFE #11)			
904.				
905.				
906.				
<b>1000. Reserves Deposited with Lender</b>				
1001. Initial deposit for your escrow account	(from GFE #9)			
1002. Homeowner's insurance				
1003. Mortgage insurance				
1004. Property taxes				
1005.				
1006.				
1007. Aggregate Adjustment				
<b>1100. Title Charges</b>				
1101. Title services and lender's title insurance	(from GFE #4)		250.00	
1102. Settlement or closing fee	\$250.00			250.00
to First American Title Insurance Company				
1103. *Owner's title insurance - First American Title Insurance Company	(from GFE #5)			625.00
1104. Lender's title insurance				
1105. Lender's title policy limit	\$ 110,000.00			
1106. Owner's title policy limit	\$ 110,000.00			
1107. Agent's portion of the total title insurance premium	\$ 0.00			
to First American Title Insurance Company				
1108. Underwriter's portion of total title insurance premium	\$ 625.00			
to First American Title Insurance Company				
1109. *FL Statutory Surcharge to First American Title				3.28
1110. Search Fee * to First American Title Insurance Company				150.00
1111.				
1112.				
<b>1200. Government Recording and Transfer Charges</b>				
1201. Government recording charges	(from GFE #7)		18.50	
1202. Recording fees: Deed \$18.50 Mortgage \$0.00 Release \$0.00				
1203. Transfer taxes	(from GFE #8)			
1204. City/county tax/stamps:				
1205. State tax/stamps: Deed \$770.00 Mortgage \$0.00				770.00
1206.				
1207.				
1208.				
1209.				
1210.				
<b>1300. Additional Settlement Charges</b>				
1301. Required services that you can shop for	(from GFE #6)			
1302. 2010,2011,2012,2013, and 2014 Taxes to Seminole County Tax Collector 1870 Ranchland				10,860.06
1303. 2013 and 2014 Taxes to Seminole County Tax Collector for 1880 Ranchland Trail				4,637.16
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>268.50</b>	<b>17,295.50</b>

\* See Supplemental Page for details. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	# 801
Your credit / charge (points) for the specific interest rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
0.00	
0.00	
0.00	
0.00	0.00

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Title services and lender's title insurance	# 1101
	#
	#
	#
	#
	#

Good Faith Estimate	HUD-1
0.00	18.50
0.00	250.00

<b>Total</b>	
<b>Increase between GFE and HUD-1 Charges</b>	

	268.50
\$268.50	or
	N/A

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901
Homeowner's insurance	# 903
	#
	#
	#

Good Faith Estimate	HUD-1
0.00	
0.00	0.00

**Loan Terms**

Your initial loan amount is	\$ 110,000.00								
Your loan term is	years								
Your initial interest rate is	%								
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance								
Can your interest rate rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be on and can change again every after. Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.								
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ .								
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ . The maximum it can ever rise to is \$ .								
Does your loan have a prepayment penalty?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ .								
Does your loan have a balloon payment?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .								
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ . This includes principal, interest, any mortgage insurance and any items checked below: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Property taxes</td> <td><input type="checkbox"/> Homeowner's insurance</td> </tr> <tr> <td><input type="checkbox"/> Flood insurance</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/> Property taxes	<input type="checkbox"/> Homeowner's insurance	<input type="checkbox"/> Flood insurance	<input type="checkbox"/>				
<input type="checkbox"/> Property taxes	<input type="checkbox"/> Homeowner's insurance								
<input type="checkbox"/> Flood insurance	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

<b>Supplemental Page HUD-1 Settlement Statement</b>	<b>File No. 12666-2136463</b>
<b>First American Title Insurance Company Estimated Statement</b>	<b>Loan No.</b>  <b>Estimated Settlement Date:</b>
<b>Borrower Name &amp; Address:</b> Jason Thompson, Yoiss Thompson 669 Pick Fair Terrace, Lake Mary, FL 32746	
<b>Seller Name &amp; Address:</b> Drew A. Mooty 1870 Ranchland Trail, Longwood, FL 32761	

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>1103. Supplemental Summary Itemization of Line 1103 Charges:</b> <span style="float: right;"><b>\$625.00</b></span>		
a. Owner's Title Policy Premium: \$625.00 Prom.: \$625.00		625.00

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	110,268.50	601. Gross amount due to seller (line 420)	110,000.00
302. Less amounts paid by/for borrower (line 220)	110,000.00	602. Less reductions in amounts due seller (line 520)	17,295.50
<b>303. Cash (X From) ( To) Borrower</b>	<b>268.50</b>	<b>603. Cash (X To) ( From) Seller</b>	<b>92,704.50</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**BUYER(S):**

**SELLER(S):**

\_\_\_\_\_  
Jason Thompson

\_\_\_\_\_  
Drew A. Mooty

\_\_\_\_\_  
Yoiss Thompson

The HUD-1 Settlement Statement which I have prepared is a true & accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

**First American Title Insurance Company**

By Settlement Agent

Date: \_\_\_\_\_

<b>Itemization of Title Charges</b>		<b>Government Recording and Transfer Charges</b>	<b>File N</b> 12666-2136463
<b>First American Title Insurance Company</b> <b>Estimated Statement</b>			<b>Loan No.</b>
			<b>Settlement Date.</b>
<b>Property:</b> Vacant Land, APN 30-20-30-300-0190-0000, Seminole County, FL			<b>Print Date.</b> 04/29/2015, 6:32 PM
<b>Name &amp; Address of Borrower:</b> Jason Thompson, Yoiss Thompson 669 Pick Fair Terrace, Lake Mary, FL 32746		<b>Name &amp; Address of Seller:</b> Drew A. Mooty 1870 Ranchland Trail, Longwood, FL 32761	
<b>Name &amp; Address of Lender:</b> To Be Determined			

1100. Summary of Title Charges	Borrower Charges	Seller Charges
1101. Title Services and Lenders Title Insurance	250.00	
1102. Settlement or Closing Fees to First American Title Insurance Company	\$250.00	
a. Closing Services Fee	\$250.00	250.00
1103. Owner's title insurance - First American Title Insurance Company		
1104. Lender's title insurance		
1105. Lender's title policy limit \$ 110,000.00		
1106. Owner's title policy limit \$ 110,000.00		
1107. Agent's portion of the total title insurance premium \$ 0.00		
to First American Title Insurance Company		
1108. Underwriter's portion of total title insurance premium \$ 625.00		
to First American Title Insurance Company		
1109. *FL Statutory Surcharge to First American Title		3.28
1110. Search Fee * to First American Title Insurance Company		150.00

1200. Government Recording and Transfer Charges	Borrower Charges	Seller Charges
1201. Government Recording Charges	18.50	
1202. Recording Fees Deed \$18.50 Mortgage \$0.00 Release \$0.00		
1203. Transfer taxes		
1204. City/county tax/stamps:		
1205. State tax/stamps: Deed \$770.00 Mortgage \$0.00		770.00

# **Recommendations for Request for Reduction of Liens**

## **Total Reduction**

The Respondent claims a financial and/or medical hardship and documentation is provided to Staff or the Code Officer has personal knowledge of this.	Total Reduction
The Respondent is elderly and/or was physically unable to bring the property into compliance and the violation was such that it was a hardship on the Respondent to comply. (For example - elderly Respondent, living alone – no relatives to help mow grass)	Total Reduction
Other special circumstances	Total Reduction

## **Reduction to Administrative costs:**

There is a new owner or prospective owner who brought the property into compliance at their own expense.	Reduce to total Administrative Costs of Code Officer and Clerk
The violator was a tenant and the property owners did everything possible to have the violator bring the property into compliance.	Reduce to total Administrative Costs of Code Officer and Clerk
The Respondent was present at the Code Board hearings and made an attempt to comply.	Reduce to total Administrative Costs of Code Officer and Clerk
The Respondent did not receive any notices – Code Enforcement Office file does not contain green cards signed by Respondent or someone on their behalf and all regular mail was returned as undeliverable. Code Enforcement Officer never had any contact with the Respondent – either in person or by telephone.	Reduce to total Administrative Costs of Code Officer and Clerk

**50% to 90% reduction of total lien, plus administrative costs:**

	<b>NUMBER OF DAYS / VIOLATIONS</b>				
	0 to 25 days of non-compliance or <u>1 violation</u>	26 to 50 days of non-compliance or <u>2 violations</u>	51 to 75 days of non-compliance or <u>3 violations</u>	76 to 100 days of non-compliance or <u>4 violations</u>	101 to 364 days of non-compliance or <u>more than 4 violations</u>
	90%	80%	70%	60%	50%
The Respondent had knowledge of the violations – either by receiving correspondence or via telephone conversations with the Code Officer and made an attempt to correct the violations.					
The Respondent was uncooperative with the Code Officer’s requests for compliance for a period of less than a year.					

**No Reduction of Lien Recommendation**

The Respondent was uncooperative with the Code Officer’s requests for compliance for a period of more than a year.	
Foreclosing Entity received notice of violation from inception of the case and obtained property through foreclosure.	

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

**RELEASE 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) continuing to accrue at \$250.00 a day until compliance, 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 11<sup>th</sup> day of June 2024.

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 June 11, 2024  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

# Development Services Regular Agenda Items Lien Reduction Request

Board of County Commissioners Meeting  
June 11, 2024

# 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

## SUMMARY:

- Code Enforcement Violation Case 12-70-CEB: Construction without the required permits and changed the use of a structure without an Approved Certificate of Occupancy for Parcel ID: 30-20-30-300-0180-0000 (Lot 18)
- Owner enclosed the existing barn into living space and installed electric.
- The violation was cited on December 15, 2011. Multiple extensions for compliance were given by the CEB.

# 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

## SUMMARY:

- On April 24, 2014, CEB issued an Order finding Non-Compliance and Imposing Fine/Lien of \$250 per day.
- Owner is requesting to reduce the lien from \$208,250 to \$0. The current value of the property is \$164,134.00.
- Owner brought the property into compliance on May 20, 2015 by pulling a building permit and paying back taxes as directed by the Board.



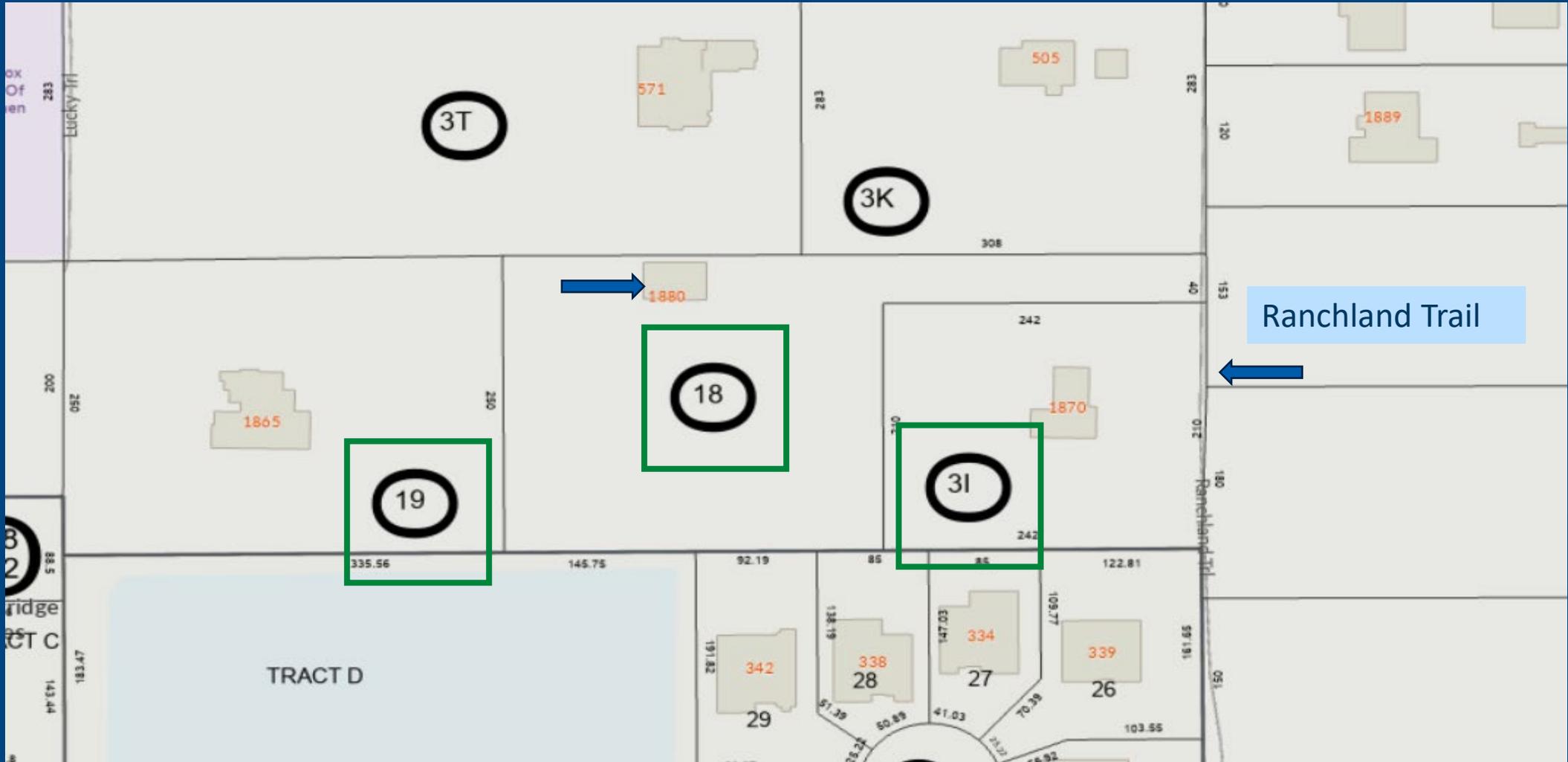
# 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

## PRIOR RELEASE:

- On April 14, 2015, Owner came before the Board to request a Release of Lien on a separate vacant property, Parcel ID: 30-20-30-300-0190-0000 (Lot 19) that he also owned.
- Section 162.09(03), F.S. provides that once a certified copy of an order imposing a fine is recorded, it constitutes a lien on the land where the violation exists and any other real or personal property owned by the violator.

## 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

- After a lengthy discussion, the Board approved the Release of Lien on Lot 19.
- The release was contingent on the owner bringing Lot 18 into compliance by obtaining required building permits and paying back taxes.
- The sale of the vacant property (Lot 19) was completed on May 1, 2015 and Owner brought the property into compliance on May 7, 2015.



# 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

## ADMINISTRATIVE CODE 3.20:

- Deputy County Manager reviews the request for reduction by evaluating:
  - (a) amount of the lien as compared to the value of the property;
  - (b) the actions taken, or not taken, by the property owner in attempting to abate the violation; and
  - (c) the amount of staff time expended to bring the property in compliance

## 1880 Ranchland Trail, Longwood – Code Enforcement Lien Reduction Request

- Deputy County Manager presents information to the Board for consideration and final determination.
- In 2013, Board provided guidelines for consideration of requests for lien reduction which are in the agenda packet. The guidance includes consideration of medical and financial hardship for lien reductions, circumstances for administrative cost reductions and 50%-90% reductions.

## Requested Action:

Staff recommends 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

## Agenda Memorandum

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

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**File Number: 2024-0661**

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**Title:**

Presentation - Affordable Housing Annual Report (**Allison Thall, Community Services Director**)

# ATTAINABLE HOUSING UPDATE

Board of County Commissioners Meeting

June 11, 2024

# PURPOSE

Provide an Attainable Housing program update, to include new and ongoing projects, funding activities, and partnerships.

# AGENDA

- Attainable Housing Strategic Plan
- County Firsts & Department Collaboration
- For-Profit Developer Engagement
- Non-Profit Developer Engagement
- Habitat for Humanity Partnership
- Compliance & Monitoring
- Expenditures and Encumbrances
- Accomplishments
- Recommendations & Next Steps

# ATTAINABLE HOUSING STRATEGIC PLAN

- Land Bank
- General Housing Trust Fund
- Community Land Trust - Pilot Project
- Impact Fee Reimbursement Program

# COUNTY FIRSTS

- **County Land Bank – Currently, 15 available lots**
  - County Land Management team reviews and recommends potential lots
  - Community Development team works with non-profits to construct attainable housing units
  - Lots are deeded to non-profit organizations
- ✓ **General Trust Fund - \$1.5 Million**
- ✓ **Community Land Trust (CLT) Pilot Project - 3500 Sanford Ave**
  - 5 single-family dwelling units for purchase
  - Lots deeded to Marion County Habitat (a state-certified CLT)
    - Partnered with local Habitat for Humanity to construct and sell homes
    - Responsible for ensuring each new homeowner meets CLT restrictions and maintenance of property not owned by the homebuyer
    - Must comply with a 99-year ground lease with the County

# COUNTY FIRSTS

## ✓ Impact Fee Reimbursement Program Checklist

- Created to assist Permitting staff to confirm a developer's eligibility for reduced impact fees, density bonuses, etc.
- Updated to include Live Local Bill regulations
- General Trust Fund used for reimbursements

## ✓ Developer Rental Projects – SHIP Funds

- FY2021 first RFP published
  - Gap funding to support development or rehab of attainable rental units
  - For-Profit and Non-Profit developers may apply
- Due to initial success, the RFP is now published annually

# COUNTY FIRSTS

## ✓ ARPA Funding

### ✓ Attainable Housing - ARPA

- Partnered with two non-profit developers to construct homes for first-time homebuyers

### • HOME – ARPA

- Partnered with non-profit developers to construct or rehab attainable rental units

# DEPARTMENT COLLABORATION

- **Expanded collaboration with County departments**
  - *Development Services – Planning and Development Division*
    - Developers now complete Developer Checklist and discuss project with Community Services; Community Services participates in pre-application meetings
  - *Public Works - Land Management*
    - Ongoing development of process to review and recommend potential attainable housing lots
    - Land Bank must satisfy State of Florida requirements

# DEPARTMENT COLLABORATION

- *County Attorney's Office*
  - Created unique agreements
    - SHIP Developer Rental and Subordination Agreements
    - Attainable Housing CLT Agreement
    - Municipal Interlocal CDBG funding agreement(s)
    - HOME For-Profit Developer Rental and Subordination Agreements
    - HOME Non-Profit Developer Affordable Rental Unit Agreement
    - Attainable Housing – ARPA Agreements

# FOR-PROFIT DEVELOPER ENGAGEMENT

- **Archway Partners – Monroe Place Apartments**
  - \$894,644 of SHIP funds
  - 80-unit, 55+ community in Sanford; extremely low to low-income
  - State of Florida Tax Credit Project with 50-year Affordability Restriction
- **Sanford Housing Authority & Wendover Housing Partners – Somerset Landing Apartments**
  - \$100,000 of HOME funds
  - 84-unit complex in Sanford; extremely low to low-income
  - 50-year Affordability Restriction

# FOR-PROFIT DEVELOPER ENGAGEMENT

- **Banyan Development Group, LLC – Banyan East Town Apartments**
  - \$494,644 of SHIP funds
  - 92-unit complex in Altamonte Springs; extremely low to low-income
  - State of Florida Tax Credit Project with 50-year Affordability Restriction
- **Atlantic Housing Partners – Riverbend Landing Apartments**
  - \$1 Million of SHIP funds
  - 146-unit complex in Sanford; extremely low to low-income
  - State of Florida Tax Credit Project with 50-year Affordability Restriction

# NON-PROFIT DEVELOPER ENGAGEMENT

- **Central Florida Home for Good – FY23/24 HOME FUNDS**
  - \$501,240 budgeted for new construction gap funding
  - 10-unit rental complex
    - Extremely low to low-income limit
    - 20-year RUC

# NON-PROFIT DEVELOPER ENGAGEMENT

- **S.P.E.C.S. – Attainable Housing ARPA Program**
  - \$1 Million line of credit to be encumbered by September 30, 2024; expended by December 31, 2026
  - Anticipated \$600,000 in program income from first allocation (up to 2 more homes); program income will generate new agreements
  - First Allocation
    - 5 single-family dwelling units for purchase in Midway
    - Up to 300% of national poverty level income restriction
    - 30-year homebuyer mortgage/note

# NON-PROFIT DEVELOPER ENGAGEMENT

- **Habitat for Humanity – Attainable Housing ARPA Program**
  - \$1 Million line of credit to be encumbered by September 30, 2024; expended by December 31, 2026
  - Anticipated \$800,000 in program income from first allocation (up to 3 more homes)
  - Program Income will generate new agreements
  - First Allocation
    - Leadership Point - 6 single-family dwelling units in Sanford
    - Up to 300% of national poverty level income restriction
    - 30-year homebuyer mortgage/note

# HABITAT FOR HUMANITY PARTNERSHIP

- **Since 2020, 63 attainable housing units constructed**
- **\$7.3 Million of County Support**
  - New Construction/Rehabilitation
    - \$1.3 Million – Neighborhood Stabilization Program
    - \$2.3 Million – HOME Federal Program
  - First Time Homebuyer Purchase Assistance - \$1.8 Million – SHIP
  - Land Donation - \$900,000 Value for all lots
  - \$1 Million ARPA Program – Construction of 6 attainable homes
  - Upcoming: FY24/25 HOME Application for 36 attainable units; estimated \$500,000

# COMPLIANCE AND MONITORING

- Currently monitoring in excess of 280 units with Restricted Use Covenants
- State and Federal funding sources include:
  - Neighborhood Stabilization Program
  - HOME
  - CDBG
  - SHIP

# EXPENDITURES AND ENCUMBRANCES

## \$10,018,554



# ACCOMPLISHMENTS AT A GLANCE

- ✓ 6 “County Firsts”
- ✓ \$10 Million in Seminole County Attainable Housing Projects
- ✓ 412 Attainable Rental Units
- ✓ 74 Attainable New Homes
- ✓ 280 Units with County Restricted Use Covenants Being Monitored

# RECOMMENDATIONS & NEXT STEPS

- **Pathways to Removing Obstacles Grant**
  - HUD grant to identify and remove barriers to attainable housing production and preservation.
- **Strategic Plan Updates**
  - Ongoing consultations with all developers submitting requests for permits to build residential units in the County
  - Incorporating Live Local Bill



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0674**

**Title:**

**Lake Emma Self-Storage Small-Scale Future Land Use Map Amendment and PD Rezone** - Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard; (Huber Group, LLC., Applicant) District4 - Lockhart (**Joy Giles, Principal Planner**)

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock, Development Services Director

**Contact/Phone Number:**

Joy Giles/407-665-7399

**Background:**

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) to redevelop the subject property from a multi-tenant commercial building to a self-storage facility with a Floor Area Ratio (F.A.R.) of 1.96, and a maximum building height of fifty (50) feet. The proposed hours of operation for the rental office are Monday through Saturday from 8:00 am to 7:00 pm, and the proposed hours of operation for storage access are twenty-four (24) hours per day, seven (7) days a week. All storage shall be within the enclosed building; outdoor storage is prohibited.

The Seminole County Land Development Code (SCLDC) classifies self-storage as an Industrial use which is not permitted under the existing Commercial Future Land Use designation. The Commercial Future Land Use has a maximum F.A.R. of 0.35. and the Industrial Future Land Use has a maximum F.A.R. of 0.65.; therefore, the Applicant is requesting a Future Land Use amendment to Planned Development which allows for

a variety of land use intensities and uses.

The subject site is located within the Lake Mary Boulevard Gateway Corridor Overlay. The purpose and intent of the overlay is to provide uniform design standards to establish high quality and well landscaped development, prevent visual pollution of building heights that may not be compatible with the surrounding character of development, and maximize traffic circulation functions from the standpoint of safety, roadway capacity, and vehicular and non-vehicular movements.

The overlay restricts the maximum building height of all structures to thirty-five (35) feet; requires a minimum fifteen (15) foot wide landscape buffer along the west perimeter adjacent to Lake Emma Road (which may be increased if a greater buffer is required by the SCLDC buffer ordinance); and requires a minimum fifty (50) foot building setback. The Applicant is requesting a variance from these requirements through the PD rezone to allow for a maximum building height of fifty (50) feet; a reduced landscape buffer along Lake Emma Road of five (5) feet (which will not accommodate the required landscape plantings and does not meet the minimum buffer requirement in Section 30.1071 for additional zoning variance criteria).

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Future Land Use: Commercial - Maximum allowable F.A.R. of 0.35.  
Zoning: C-1 (Retail Commercial) with a maximum building height of thirty-five (35) feet.

West: Future Land Use: Commercial - Maximum allowable F.A.R. of 0.35.  
Zoning: C-2 (Retail Commercial) with a maximum building height of thirty-five (35) feet.

North: Future Land Use: Commercial - Maximum allowable F.A.R. of 0.35.  
Zoning: C-2 (Retail Commercial) with a maximum building height of thirty-five (35) feet.

South: Future Land Use: Commercial - Maximum allowable F.A.R. of 0.35.  
Zoning: C-2 (Retail Commercial) with a maximum building height of thirty-five (35) feet.

The Applicants justification statement references three existing commercial establishments for comparable building heights. The TopGolf entertainment establishment with a building height of fifty-two (52) feet and net poles with a height of 170 feet; the Academy Sports retail establishment with a building height of fifty (50) feet; and the Hyatt Place Lake Mary Hotel with a building height of forty-five (45) feet.

The TopGolf facility is within the City of Lake Mary and is not located within the Lake Mary Boulevard Gateway Corridor Overlay. The Academy Sports retail establishment has a maximum building height of thirty-five (35) feet; however, the SCLDC allows parapets to exceed the building height. The Hyatt Place Lake Mary Hotel was approved in 1993 with a building height of forty-five (45) feet.

### Site Analysis

#### Floodplain Impacts:

- Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site does not contain floodplain.

#### Wetland Impacts:

- Based on preliminary aerial photo and County wetland map analysis, the site does not contain wetlands.

#### Endangered and Threatened Wildlife:

- The site is currently fully developed; therefore, endangered and threatened wildlife do not inhabit the site.

#### Utilities:

- The site is located within the Seminole County utility service area and is connected to public utilities.

#### Transportation/Traffic:

- The property proposes access onto Lake Emma Road, which is classified as an Urban Major Collector. Lake Emma Road is currently operating at a level-of-service "C-F" depending on time of day and direction of travel. Lake Emma Road

does not have improvements programmed in the County five (5) year Capital Improvement Program.

- Public Works has concerns about the existing access in relation to large moving trucks and trailers successfully maneuvering in and out of the site. If the Future Land Use amendment and Rezone are approved therein, at time of Final Engineering plan review the access and median will be evaluated to determine if the left-turn median cut will need to be removed and redesigned to channelize traffic flow.

Sidewalks:

- There is an existing sidewalk along Lake Emma Road.

Drainage:

- The subject site is located within the Soldiers Creek Drainage Basin and has limited downstream capacity; therefore, the site will have to be designed to hold the twenty-five (25) year, twenty-four (24) hour pre-vs-post volume for any additional impervious and meet current water quality requirements for the entire site.

Buffers:

- The Applicant proposes a ten (10) foot wide landscape buffer along the north perimeter in compliance with Seminole County Land Development Code (SCLDC) Part 67 - Landscaping, Screening and Buffering; the south and east perimeter will not require a buffer.
- The Lake Mary Boulevard Gateway Corridor Overlay requires a minimum fifteen (15) foot wide landscape buffer adjacent to the west perimeter along Lake Emma Road. The Overlay requires that the buffer area be planted with live oaks, of four (4) inch diameter at breast height (dbh) at planting, along a line ten (10) feet back from the right-of-way line. The trees shall be planted every forty (40) feet and staggered to be midway between the live oaks planted in the adjacent right-of-way. A minimum of four (4) sub-canopy trees per one hundred (100) feet of road frontage shall be planted. Due to the overhead powerlines, the canopy trees must be replaced with sub-canopy trees at a rate of two (2) sub-canopy trees for each canopy required. The width of the parcel is 189 feet; therefore, requiring a total of eighteen (18) sub-canopy trees along Lake Emma Road.

- Due to site constraints of an existing retention pond and a cross-access easement to the property adjacent to the north, a fifteen (15) foot wide landscape buffer is not feasible as the site is currently developed; therefore, the applicant is requesting a variance from the Lake Mary Boulevard Overlay Standards and the SCLDC Part 67 - Landscaping, Screening and Buffering requirements and proposes a five (5) foot wide landscape buffer. The Applicant proposes to add landscaping to the parking area where feasible to mitigate for the reduced buffer area along Lake Emma Road.
- Sections 30.1071 and 30.1072 of the SCLDC requires a variance for a reduction in the landscape buffer width, however, the variance only allows for a reduction from fifteen (15) feet to a minimum width of ten (10) feet and is only permitted for lots less than two hundred (200) feet deep. The subject property exceeds 200 feet in depth.

Open Space:

- In compliance with the Seminole County Comprehensive Plan, the development will provide a minimum twenty-five percent (25%) of open space on the subject property.

Consistency with the Land Development Code

The requested PD zoning designation and the associated Master Development Plan have been evaluated for compatibility with the SCLDC in accordance with Chapter 30, Part 25.

SCLDC Section 30.443 sets forth review criteria for approving a planned development. As further discussed below, the proposed development must be consistent with the Comprehensive Plan and effectively implement the performance criteria contained therein. In addition, it must be determined that the proposed development cannot be reasonably implemented through existing provisions of the Land Development Code, and that the PD zoning would result in greater benefits to the County than development under a conventional zoning district.

While the proposed development meets the minimum required open space of twenty-five (25) percent for the PD zoning designation, the Master Development Plan has not demonstrated how the PD zoning results in greater benefits to the County than development under a conventional zoning district, as required per SCLDC Section

30.443.

The proposed five (5) foot wide landscape buffer along Lake Emma Road does not meet the minimum requirements of the Lake Mary Boulevard Gateway Corridor Overlay and does not provide adequate space for the required plantings. The Overlay requires that the buffer area be planted with live oaks, of four (4) inch diameter at breast height (dbh) at planting, along a line ten (10) feet back from the right-of-way line. The trees shall be planted every forty (40) feet and staggered to be midway between the live oaks planted in the adjacent right-of-way. A minimum of four (4) sub-canopy trees per one hundred (100) feet of road frontage shall be planted. Due to the overhead powerlines, the canopy trees must be replaced with sub-canopy trees at a rate of two (2) sub-canopy trees for each canopy required. The width of the parcel is 189 feet; therefore, requiring a total of eighteen (18) sub-canopy trees along Lake Emma Road. The Applicant proposes to provide additional landscaping in the parking area and pond berm where feasible; however, a landscape plan has not been provided.

The Applicant initially proposed a building height of sixty (60) feet. During Staff's review of the proposal the applicant was amenable to reducing the building height to fifty (50) feet; however, the proposed building height of fifty (50) feet still exceeds the maximum allowable height of thirty-five (35) feet per the Overlay.

The proposed F.A.R. of 1.96 is much more intense than, and not in character with what is currently established along the Lake Mary Boulevard and Lake Emma Road corridor which primarily consist of Commercial Future Land Use with a maximum F.A.R. of 0.35. The properties located on the west side of Lake Emma Road and the north side of Lake Mary Boulevard are within the City of Lake Mary, with a Commercial Future Land Use restricting development to a maximum impervious lot coverage of sixty-five (65) percent.

In compliance with Seminole County Comprehensive Plan Policy IGC 1.5 - Advance Notification of Land Use Actions and Changes in Land Use Regulations; Seminole County Staff notified the City of Lake Mary of the proposed Future Land Use Amendment and Rezone. The City of Lake Mary provided a response letter (that has been included in the agenda package) to Seminole County stating that the proposed development is not consistent with the Lake Mary Boulevard Gateway Corridor Overlay, as the building height exceeds the maximum building height of the overlay and is not consistent with the trend of development in the area for building height and for the use of "self-storage" which is considered an Industrial use; therefore, the City of Lake Mary is not in support of the proposed development.

Staff Findings:

Staff has determined that the request is not consistent with the surrounding trend of development in the area, would not result in a greater benefit to the County than the current conventional zoning, and is not consistent with the following SCLDC as follows:

Part 56 - Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.

- Sec. 30.1065. - Building height
- Sec. 30.1066. - Required corridor buffer width
- Sec. 30.1066(b). - Required corridor buffer plantings and placement
- Sec. 30.1071. - Additional zoning variance criteria

Part 25 - PD Planned Development

- Sec. 30.443 - Review Criteria

Consistency with the Comprehensive Plan

Under Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification, the County shall consider uses or structures proposed within the Planned Development zoning classification on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of performance standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. Additionally, architectural details may be considered by the Board of County Commissioners on a site-specific basis when determining if a Planned Development is compatible with the character of the area. Such standards may include, but not be limited to, building style, design and scale, exterior building materials, roof design and construction, building size and placement, site furnishings, fences and entrance features, the size and location of service areas and other features specified by performance standards in the Land Development Code.

The Applicant is proposing to demolish the existing commercial building and redevelopment the site. During the review process Staff recommended that the Applicant relocate the existing retention pond from the west perimeter and adjust the existing cross access easement to provide adequate room for buffering along Lake Emma Road; however, the Applicant is not agreeable to relocating the retention pond and has stated that the property owner to the north is not agreeable to relocating the cross-access easement. Staff recommended that the windows have a reflective tint, so the storage units are not visible from the outside, and that the lower half of the building has a stone or brick façade to curtail the warehouse-like appearance. The Applicant is

agreeable to the tinted windows; however, is opposed to providing a stone or brick façade.

In compliance with Seminole County Comprehensive Plan Policy IGC 1.5 - Advance Notification of Land Use Actions and Changes in Land Use Regulations; Seminole County Staff notified the City of Lake Mary of the proposed Future Land Use Amendment and Rezone. The City of Lake Mary provided a response letter (that has been included in the agenda package) to Seminole County stating that the proposed development is not consistent with the Lake Mary Boulevard Gateway Corridor Overlay, as the building height exceeds the maximum building height of the overlay and is not consistent with the trend of development in the area for building height and for the use of "self-storage" which is considered an Industrial use; therefore, the City of Lake Mary is not in support of the proposed development.

Staff Findings:

Staff finds the requested Planned Development Future Land Use designation with a maximum F.A.R. of 1.96, maximum building height of fifty (50) feet, and proposed use equivalent to Industrial, incompatible with the surrounding trend of development in the area; and therefore, inconsistent with Seminole County Comprehensive Plan Policy FLU 2.9 - Determination of Compatibility in the Planned Development Zoning Classification.

In compliance with Seminole County Land Development Code Sec. 30.49 (a) - Community Meeting Procedure, the prior Planning & Development Division Manager waived the requirement of a Community Meeting since the site is surrounded by Commercial development; therefore, surrounding residents would not be directly affected.

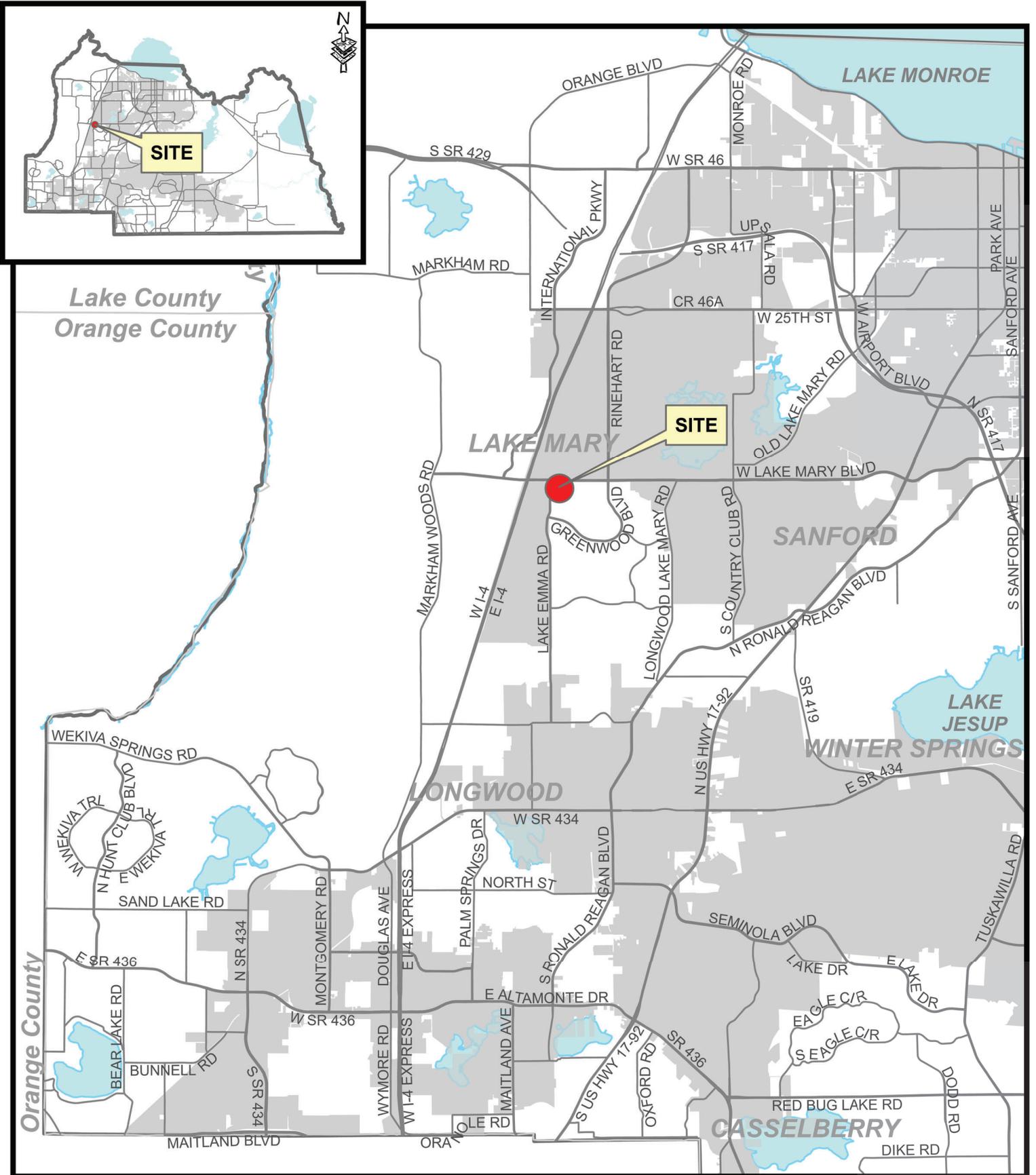
Planning & Zoning Commission

The Planning and Zoning Commission met on May 1, 2024, and voted unanimously to recommend the Board of County Commissioners adopt the Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard- and to include the resolution of the buffer issue per the Applicant's recommendations and to work with Staff prior to the next BCC meeting.

**Requested Action:**

Staff requests that the Board of County Commissioners deny the requested Small Scale Future Land Use Map Amendment and concurrent Rezone as per the following:

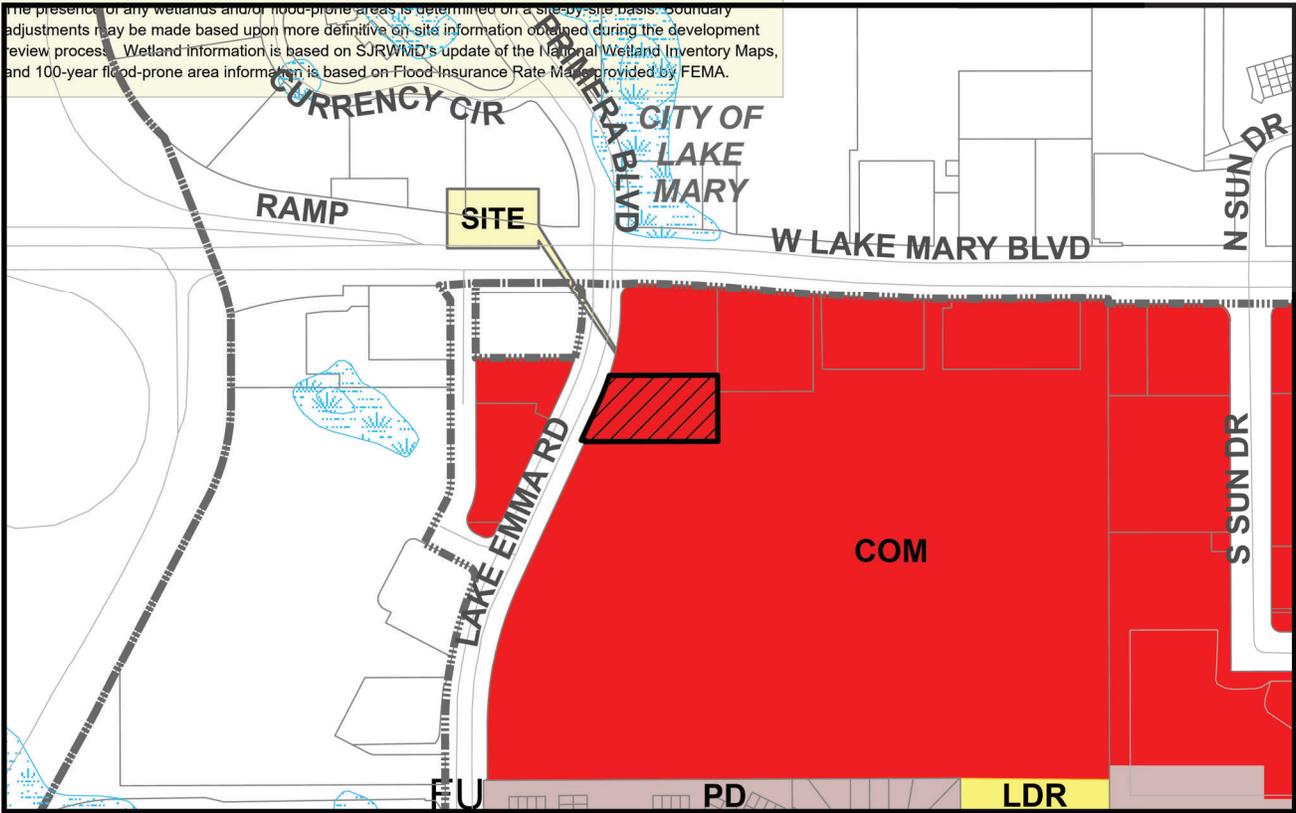
- 1) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Comprehensive Plan and moves to deny the requested Small Scale Future Land Use Map Amendment from Commercial to Planned Development; and
- 2) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Seminole County Land Development Code and moves to deny the requested Rezone from C-2 (Retail Commercial) to PD (Planned Development), any associated Development Order and Master Development Plan.



Date: 12/12/2023

Name Z2023-001SiteMap

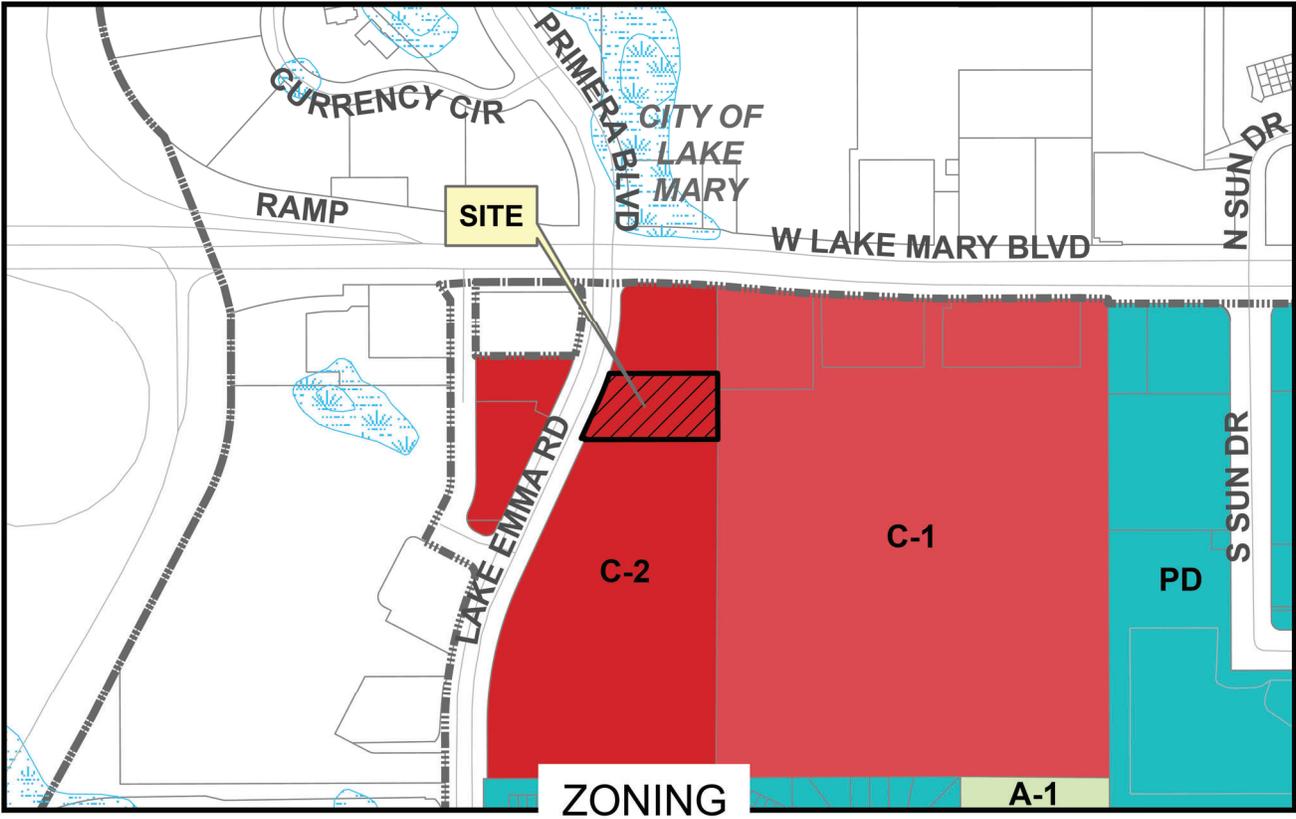
The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



Site
  CONS
  Municipality
  COM
  LDR
  PD

Applicant: Donald Huber  
 Physical STR: 18-20-30  
 Gross Acres: 1.3+/- BCC District: 4  
 Existing Use: commercial  
 Special Notes: Max. Net Density = 2.10 F.A.R.

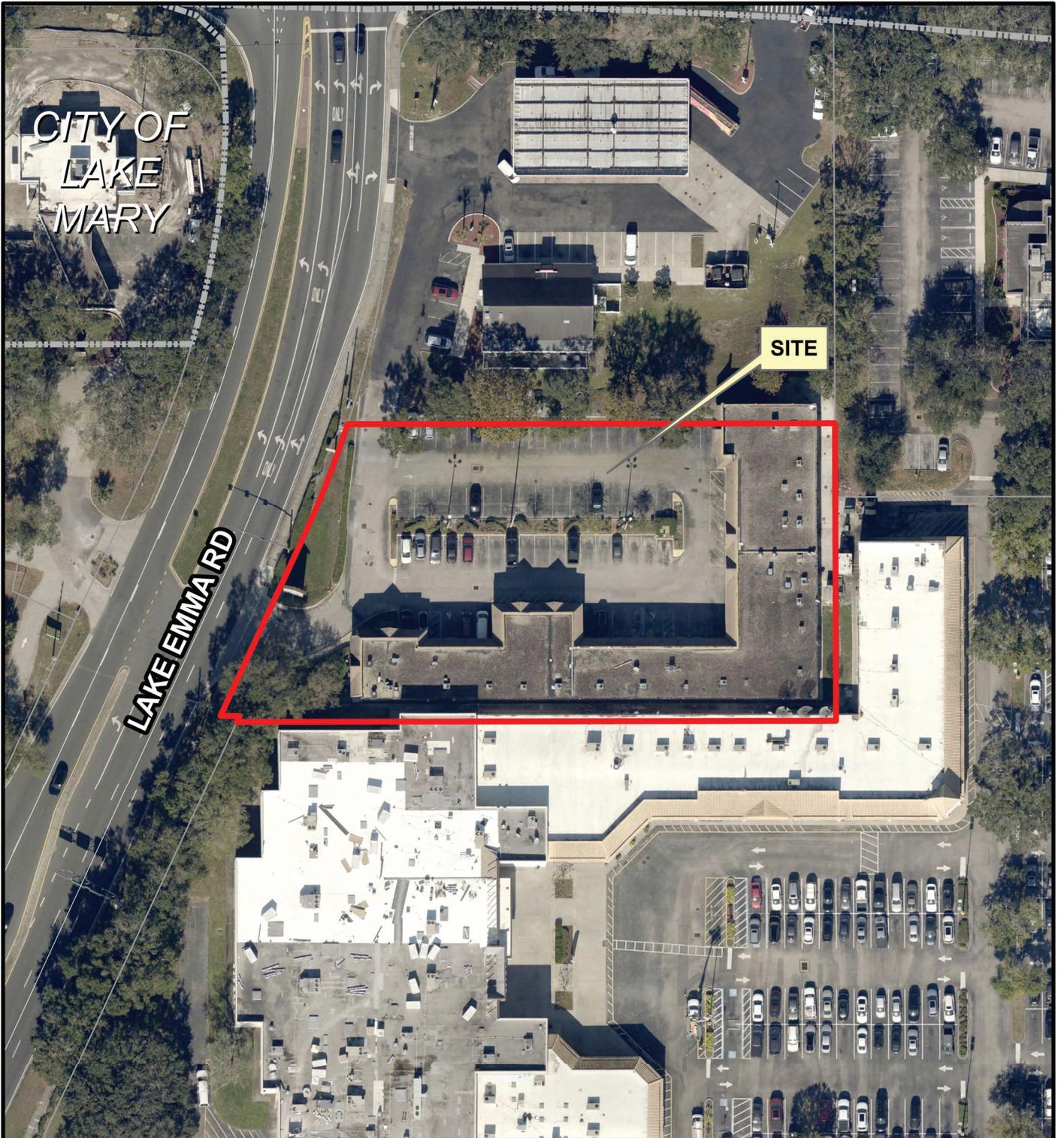
	Amend/Rezone #	From	To
FLU	03.23.SS01	COM	PD
Zoning	Z2023-001	C-2	PD



Site
  CONS
  Municipality
  A-1
  C-1
  C-2
  PD

Date: 12/12/2023

Name Z2023-001



<p>FLU No: 03.23.SS01 From: COM To: PD</p> <p>Rezone No: Z2023-001 From: C-2 To: PD</p>	<p> Parcels</p> <p> Municipality</p> <p> Site</p>		<p>Winter 2023 Color Aerials</p>
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Date: 12/12/2023

Name Z2023-001Aerial

# SURROUNDING BUILDING HEIGHT COMPARISON



<b>Land Use Amendment Staff Summary Analysis</b>		
<b>Lake Emma Self-Storage Small Scale Future Land Use Map Amendment</b>		
APPLICANT	Huber Group, LLC.	
PROPERTY OWNER(S)	Lake Emma Investments, LLC.	
REQUEST	The request is to amend the Future Land Use designation from Commercial to Planned Development (PD) Future Land Use designation.	
PROPERTY SIZE	1.26 Acres	
PROPERTY LOCATION	Located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard.	
PROPERTY TAX ID	18-20-30-300-002E-0000	
AMENDMENT NUMBER	03.23. SS.01	
COMMISSION DISTRICT	District 4 - Lockhart	
NEIGHBORHOOD MEETING DATE(S)		
HEARING DATE(S)	LPA/P&Z: May 1, 2024	BCC: June 11, 2024
EXISTING USE OF SUBJECT PROPERTY	Shopping Center/Retail	
EXISTING ZONING OF SUBJECT PROPERTY	C-2 – Retail Commercial District	
	<b>EXISTING USE</b>	<b>FUTURE LAND USE DESIGNATION</b>
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE NORTH	Convenient Store/Gas Station	COM
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE EAST	Retail/ Fast Casual Restaurant	COM
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE SOUTH	Retail	COM
EXISTING USE AND FUTURE LAND USE DESIGNATION OF PROPERTY TO THE WEST	Right-of-Way (Lake Emma Rd) and Retail	COM

## **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

### **Future Land Use Element Amendment Review Criteria**

The Future Land Use Element of the Comprehensive Plan establishes criteria to be used in the evaluation of proposed future land use amendments, consistent with requirements of State Law, and including individual site compatibility analysis. These criteria include:

- A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.**

### **Information Provided by Applicant**

The proposed project has commercial land uses directly adjacent to the north, east, south, and west. The project is anticipated to be compatible with, and even desired by, existing commercial properties in the relative proximity for the close and easy accessibility to climate controlled storage for short or long periods of time.

The Land Use Change is required due to a desired Floor Area Ratio higher than what is normally allowed in the existing COM Future Land Use, and the desired building height of fifty (50) feet exceeds the maximum allowable building height of thirty-five (35) feet in the existing COM Future Land Use. The Floor Area Ratio for this project is deceptive large because a multi-story storage facility is being proposed. The large majority of each floor area will consist of rented and locked storage units, which is therefore area not usable to the public at large, but is still included in the Floor Area Ratio calculation.

In addition to the existing commercial properties in the relative proximity of the project site, there are numerous apartment, townhouse, and single family developments within a single mile. In that distance there is only one other option for storage unit rental, with a small availability of climate control units. The proposed project would fulfill the desire of the local populace for climate controlled storage space in close proximity to their places of residence.

### **Staff Findings**

The character of the surrounding properties is retail commercial. The proposed land use change to Planned Development to allow a self-storage facility on the subject property would impact the character of the surrounding area. The subject site is surrounded by retail commercial uses with a Commercial Future Land Use designation. Self-storage facilities are not permitted in the Commercial Future Land Use designation. Per the

Seminole County Land Development Code, self-storage facilities are permitted in the Industrial Future Land Use designation.

**B. Whether public facilities and services will be able to be available concurrent with the impacts of development at adopted levels of service, or whether approval of the proposal would create internal inconsistency within the Seminole County Comprehensive Plan by impacting adopted levels of service or other related Goals, Objectives and Policies, particularly those addressing capital improvement programs and fiscal feasibility.**

The following table provides adopted levels of service standards for public services and facilities, and potential impacts of the proposed amendment. Information in the “Potential Impact” section of the table was provided by the applicant.

Facility or Service Level of Service (LOS) And Provider	Potential Impact
Potable Water Facilities LOS: 10,800 gpd Provider: Seminole County	Total Proposed Water Demand- 1,166.4 mgd
Sanitary Sewer Facilities LOS:10,800 gpd Provider: Seminole County	Total Proposed Sewer Deman- 1,166.4 mgd
Mass Transit LOS: 1.03 revenue miles/capita Provider: LYNX/Seminole County	
Solid Waste LOS: Seminole County Landfill LOS: 4.3 lbs/capita/day. Seminole County Transfer Station LOS: 4.0 lbs/capita/day	
Transportation LOS/Traffic Studies Seminole County	Proposed daily trip rate: 157 trips. Proposed PM Peak Hour trip rate: 16 trips.

**Staff Findings**

The site lies within the utility service area of Seminole County, which has provided documentation of available capacity to serve the project. Regarding traffic volumes, the proposed use would have a minimal impact on public facilities.

**C. Whether the site will be able to comply with flood prone regulations, wetland regulations (if subject property is located within the Environmentally**

**Sensitive Lands Overlay), and all other adopted development policies and regulations.**

**Staff Findings**

At a general mapping scale, the site does not appear to lie within areas subject to flooding, as identified by the Federal Emergency Management Agency (FEMA), or wetlands as designated by the St. Johns River Water Management District. Any environmental issues that may arise from more detailed surveys will be addressed through existing regulations and review processes.

**D. Whether the proposal adheres to other special provisions of law and the Seminole County Comprehensive Plan (e.g., the Wekiva River Protection Act, Seminole County Urban/Rural boundary, etc.)**

**Staff Findings**

N/A

**E. Whether the proposed Future Land Use is compatible with existing surrounding development and future land uses in accordance with *FLU Exhibit: Compatible Transitional Land Uses*.**

**Staff Findings**

The requested future land use designation change from Commercial to Planned Development is not a compatible transitional use because the surrounding uses are retail commercial sites.

Approval documents specific to the site plan, as well as general provisions of the Land Development Code, will include site design criteria to ensure compatibility with the surrounding permitted commercial retail uses.

**F. Whether the proposed Future Land Use designation furthers the public interest by providing or enabling the provision of:**

1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site (applicable to PD Future Land Use);
2. Dedications or contributions in excess of Land Development Code requirements (applicable to PD Future Land Use);
3. A range of obtainable housing opportunities and choices, including affordable or workforce housing;
4. Economic development (enabling higher paying jobs);
5. Reduction in transportation impacts on areawide roads;
6. Mass transit and a variety of transportation choices; and

7. Whether the proposed Future Land Use designation is consistent with other applicable Seminole County Comprehensive Plan Goals, Objectives and Policies, and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan and the State Comprehensive Plan.

**Staff Findings**

Overall, the proposed future land use amendment does not support the Seminole County Comprehensive Plan policies on promoting infill development. (Policy FLU 4.5, Policy FLU 19.2, Policy TRA 2.4.3) and the proposed use is not supportive of these provisions listed above.

The proposed future land use change to Planned Development may support several relevant policies of the Comprehensive Plan, including but not limited to the following:

- **Policy FLU 6.1 Development Orders, Permits and Agreements**  
*The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.*
- **Policy FLU 6.5 Private Investment for Otherwise Approvable Projects**  
*On a case-by-case basis, where a development project could otherwise be approved by the County except for a facility or service needed only to serve that development and which is not included in the County Capital or Operating Budget, the County shall entertain agreements with developers that would require private investment in those infrastructure improvements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater quality or quantity facilities, etc.) where the improvements are needed to accommodate the that particular development and to minimize attendant public costs associated with that development.*

The proposed development would be consistent with State and Regional policies and plans as follows:

East Central Florida Strategic Regional Policy Plan: The project supports the SRPP through the following points:

Section	Policy	Comment
Natural Resources 3.9	Development should avoid or properly mitigate adverse impacts to listed species.	
Natural Resources 3.10	Wildlife management and conservation areas should be protected from encroachment.	

<b>Section</b>	<b>Policy</b>	<b>Comment</b>
Natural Resources 3.18	Development in the 100- year floodplain should be discouraged	All new construction will occur above the 100-year flood elevation.

**CITY OF LAKE MARY**

**COMMUNITY DEVELOPMENT DEPARTMENT**

MUNICIPAL SERVICES COMPLEX 911 WALLACE COURT

LAKE MARY, FLORIDA 32746

P.O. BOX 958445

LAKE MARY, FLORIDA 32795-8445

**THE APPLICANT HAS THE RIGHT TO WAIVE A FORMAL DRC MEETING.**

**REVIEW STAFF COMMENTS**

<b>INTENDED USE:</b>	Self-storage
<b>PARCEL ID NO.(s):</b>	18-20-30-300-002E-0000
<b>PROPERTY ADDRESS:</b>	3895 Lake Emma Rd.
<b>LOCATION OF PROPERTY:</b>	East side of Lake Emma Rd., South of Lake Mary Blvd.

**A. FIRE DEPARTMENT:**

**Reviewer: Lillian Sexton, Fire Marshal**

1. **18.2.3.2.2** Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility.
2. **18.2.3.2.2.1** When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m).
3. **18.2.3.3 \*** Multiple Access Roads. More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access.
4. There are concerns about the access being limited due to traffic back up in front of this facility.
5. There are concerns with the drainage issues that are already occurring due to the elevation differences between this parcel and the parcel to the South.
6. There are access issues with being able to erect a ladder truck to fight a fire due to the lack of access to the sides, rear and front of the structure.

**B. COMMUNITY DEVELOPMENT & BUILDING DEPARTMENT:**

**Reviewer: Sabreena Colbert, Interim Community Development Director**

7. The surrounding properties all have similar commercial zoning and are within the Lake Mary Boulevard Gateway Corridor, including the subject property. The maximum

building height in the city's commercial zoning districts is 40 ft. and the use proposed is not permitted. Properties within the LMB gateway corridor, the maximum ht. is 35 ft. The intent of the gateway corridor is to provide uniform standards and to prevent unplanned/uncoordinated uses along the boulevard across jurisdictions. Both the use and building height proposed negate the Gateway Corridor standards and therefore not supported by the city.

8. What is the applicant's justification for the significant increase in building height from the current 35 ft. max.?

A maximum 60 ft. building height is not consistent with the existing (re)development pattern and the city does not support the increased height.

9. How will vehicles maneuver on site? Often, larger type vehicles, vans, box trucks or trucks with trailers frequent self-storage facilities. Has the applicant considered this with the current cross-access drive and potential effects to the intersection?

**Reviewer: Chris Carson, Senior Planner**

10. The proposed development shall comply with the Gateway Corridor overlay standards.

Sec. 30.1061. - Creation.

In addition to, and supplemental to, all Land Development Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Lake Mary Boulevard Gateway Corridor Overlay Standards Classification." Property within the Lake Mary Boulevard Gateway Corridor listed and described within Section 30.1074, Designated Gateway Corridor, of this part, shall be subject to all provisions herein.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.841, LDC, through Supp 16).

Sec. 30.1062. - Purpose.

The purpose of this part is to insure that the designated Gateway Corridor is developed in a manner which:

- (a) Insures the roadway is developed into a well landscaped, scenic gateway;
- (b) Provides uniform design standards to establish high quality development;
- (c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures;
- (d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;
- (e) Maintains and enhances property values;
- (f) Preserves natural features to the extent practicable; and
- (g) Recognizes and makes allowances for existing uses and buildings.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.842, LDC, through Supp 16).

Sec. 30.1063. - Reserved.

Sec. 30.1064. - Building setback.

The front of any building constructed on a parcel shall be setback a minimum of fifty (50) feet from the right-of-way line; provided, however, a greater setback shall be required if a more restrictive setback is contained within the underlying zoning classification from the adopted right-of-way line.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.844, LDC, through Supp 16; Ord. No. 97-25, § 1, 5-27-97).

Sec. 30.1065. - Building height.

No building shall be constructed whose roof exceeds thirty-five (35) feet in height.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.845, LDC, through Supp 16).

Sec. 30.1066. - Required corridor buffer and buffer design.

A landscape buffer at least fifteen (15) feet in width, which shall be greater if a more restrictive setback is required by the underlying zoning classification, shall be provided abutting the designated roadway right-of-way lines.

- (a) The developer/property owner shall be responsible for the purchase, installation, maintenance and irrigation of all required landscaping.
- (b) The buffer area shall be planted with live oaks, of four (4) inch diameter at breast height (dbh) at planting, along a line ten (10) feet back from the right-of-way line. The trees shall be planted every forty (40) feet and staggered so as to be midway between the live oaks planted in the adjacent right-of-way. A minimum of four (4) sub-canopy trees per one hundred (100) feet of road frontage shall be planted in and abut access points and intersections.
- (c) No existing, dedicated or reserved public or private right-of-way shall be included in calculation of the buffer width.
- (d) Stormwater retention areas shall not be placed in the buffer area.
- (e) If parking abuts the buffer, a continuous shrub hedge shall be arranged or planted to insure that a height of three (3) feet will be attained within one (1) year of planting so as to screen a minimum of seventy-five (75) percent of the parking area, to that height, as viewed from the right-of-way.
- (f) Existing vegetation shall be used where possible to meet these requirements.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.846, LDC, through Supp 16; Ord. No. 97-25, § 2, 5-27-97).

Sec. 30.1067. - Parking areas.

Parking lots shall be designed and landscaped according to the following criteria:

- (a) *Landscape requirement.* A minimum of ten (10) percent of all parking area and entryways shall be landscaped. The following is a list of desirable trees and shrubs:

	Tree Size S M L	Drought Tolerant	Ability to Transplant (Easy or Difficult)
<i>Tree Species</i>			
Chickasaw Plum	S		E
Loquat	S		
Sand-live Oak	S		
Wax Myrtle	S		E
Red Cedar	M	X	D
Cherry Laurel	M		E
Longleaf Pine	L		D
Red Maple	L		D
Slash Pine	L		D
Drake Elm	M		
Chinese Elm	M	X	
Winged Elm	L		
Crape Myrtle	S	X	
Blue Beech	M		
Laurel Oak	L	X	E
Shumard Oak	L	X	E
Live Oak	L	X	E
Crabapple	S		
Florida Elm	M		
Hackberry	L		
Dahoon Holly	M		
Jerusalem Thorn	S		

Southern Magnolia	L	D	
Cabbage Palm	L	X	E
<i>Shrub Species</i>			
Shining Sumac		X	
Winged Sumac		X	
Padocarpus		X	
Viburnum Spp.		X	
Ligustrum Spp.			
Yaupon Holly		X	
Fetter Bush			
Native Azaleas			
Saw Palmetta		X	
Juniper		X	
Red-Leaf Photinia		X	

(b) *Parking bays.* Parking bays shall not be larger than forty (40) spaces.

(c) *Landscape breaks.*

1. Perimeter landscaped parking breaks shall be a maximum of two hundred (200) square feet in area, planted with one (1) canopy tree and a maximum of twenty (20) spaces apart.
2. Internal landscaped breaks shall be a minimum of four hundred (400) square feet planted with one (1) canopy tree, two (2) to three (3) inches dbh, for every landscape break and a minimum of three (3) shrubs for every landscaped break. Internal breaks shall be a maximum of twenty (20) spaces apart.
3. Diamond landscaped breaks shall be placed every ten (10) spaces internally, shall be eight (8) feet by eight (8) feet and shall be planted with one (1) canopy tree.

(d) *Preservation.* Existing vegetation shall be preserved where possible.

(e) *Lighting.* Parking lot lighting shall be designed in accordance with Section 30.1234 of this Code.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.847, LDC, through Supp 16; Part XXII, § 4, Ord. No. 92-5, 3-30-92; Ord. No. 04-2, § 2, 1-13-04).

Sec. 30.1068. - Signage.

Signs shall be erected or installed according to the following criteria:

- (a) *Wall signs.* The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size.
- (b) *Ground signs.*
  1. Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs

shall be allowed, but no closer than three hundred (300) feet apart. For the purpose of this part, a parcel does not have to be a legally subdivided lot.

2. Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds ( $\frac{2}{3}$ ) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick.
3. Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture.
4. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk.
5. The planter setback shall be a minimum of five (5) feet from the right-of-way.
6. The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet. Ground sign base, sides and top are excluded from the sign area calculation.

(c) *Maximum total sign area.* In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel.

(d) *Movement.* No ground sign nor its parts shall move, rotate or use flashing lights.

(e) *Illumination.* Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign.

(f) *Prohibited signs.* Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters.

(g) *Exempted signs.* Real estate signs.

(h) *Flags.* Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1) local/County flag per parcel, each a maximum of thirty-five (35) square feet.

(i) *Opening banners.* Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.848, LDC, through Supp 16; Ord. No. 02-53, § 47, 12-10-02).

#### Sec. 30.1069. - Utility lines.

All new or relocated utility lines within the designated corridor shall be constructed and installed beneath the surface of the ground unless it is determined otherwise by the Board of County Commissioners in exercising the public's proprietary rights over publicly owned rights-of-way.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.849, LDC, through Supp 16; Ord. No. 97-25, § 3, 5-27-97).

#### Sec. 30.1070. - Walls.

All freestanding walls, sound barriers, ground sign enclosures, planters, etc. fronting along the designated roadway or its major intersections shall be of brick construction.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.850, LDC, through Supp 16; Ord. No. 97-25, § 4, 5-27-97).

#### Sec. 30.1071. - Additional zoning variance criteria.

(a) *Landscape buffer width.* The width may be reduced to a minimum of ten (10) feet only if the lot is less than two hundred (200) feet deep.

(b) *Ground signs.* In order for ground signs along intersecting roadways which are greater than three hundred twenty (320) feet from the corridor roadway centerline to be approved, it must be demonstrated that the sign is not visible from the corridor roadway and that the sign is directed in such a manner as to be predominantly viewed from the intersecting street.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.851, LDC, through Supp 16; Ord. No. 97-25, § 5, 5-27-97).

#### Sec. 30.1072. - Design standard variances.

Variances to design standards set forth herein shall be determined in accordance with the procedures and standards set forth in Part 10, Chapter 40, for variance from site plan requirements.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.852, LDC, through Supp 16).

#### Sec. 30.1073. - Exemptions.

All residentially zoned single-family lots are exempted from meeting all standards contained in this part except for the burial of utility service lines, wall requirements and the building setback requirement.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.853, LDC, through Supp 16).

Sec. 30.1074. - Designated gateway corridor.

The designated gateway corridor/roadway subject to the provision of this part is Lake Mary Boulevard from Markham Woods Road to the Orlando Sanford Airport entrance (that segment of Lake Mary Boulevard beginning at Sanford Avenue and terminating at the Orlando Sanford Airport being designated as "East Lake Mary Boulevard") including all property within three hundred twenty (320) feet of the adopted centerline of Lake Mary Boulevard including intersecting roadways to the same depth. If any part of any parcel abuts the right-of-way line of the designated roadway, the entire parcel shall be subject to this part as if the parcel were wholly within the stated corridor width.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.854, LDC, through Supp 16; Ord. No. 97-25, § 6, 5-27-97).

Sec. 30.1075. - Future Gateway Corridor Study Commissions.

Prior to the beginning of the public hearing process to adopt future County Gateway Corridor Ordinances for additional roadway segments, the County and the participating city or cities shall coordinate, insofar as is practicable, their efforts in formulating such ordinances or amendments thereto.

(§ 1, Ord. No. 89-5, 3-14-89; § 5.855, LDC, through Supp 16; Ord. No. 97-18, § 48, 5-13-97)

Sec. 30.1076. - General buffering requirements.

The provisions of Part 67, Chapter 30 are specifically included among the general Code requirements applicable to properties in the gateway corridor.

(Ord. No. 97-25, § 7, 5-27-97; Ord. No. 2012-29, § 2, 11-13-12).

Secs. 30.1077—30.1080. - Reserved.

**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 6851, PAGE 1735;

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE SIMPLE ESTATE)

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST HALF, OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 420.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE (40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 212.24 FEET TO THE EAST LINE OF THE WEST HALF, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG THE EAST LINE THEREOF 227.36 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 172.64 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 358.54 FEET TO THE EAST RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE THEREOF THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 25 DEGREES 15 MINUTES 52 SECONDS EAST, 116.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 605.21 FEET; THENCE RUN NORTHEASTERLY 72.60 FEET ALONG THE ARC THEREOF, THRU A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 22 SECONDS TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 282.58 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT ESTATE)

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY WAYNE L. CARSE TO THOMAS E. MOORE, AS TRUSTEE IN EASEMENT DEED RECORDED JANUARY 13, 1987, IN OFFICIAL RECORDS BOOK 1808, PAGE 1626; AS AMENDED BY AMENDMENT THERE TO RECORDED FEBRUARY 27, 1987, IN OFFICIAL RECORDS BOOK 1822, PAGE 1217, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, OVER THE VEHICULAR ACCESS AREAS ON THE FOLLOWING PARCEL, TO WIT:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD (AN 80 FOOT RIGHT OF WAY) WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE THEREOF 227.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, 282.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 605.21 FEET; SAID POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: FROM A TANGENT BEARING OF NORTH 18 DEGREES 23 MINUTES 30 SECONDS EAST, RUN 190.61 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18 DEGREES 02 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 28 SECONDS; THENCE RUN 62.77 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; SAID POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE THEREOF, 212.24 FEET TO THE POINT OF BEGINNING.

LESS ADDITIONAL RIGHT OF WAY CONVEYED TO SEMINOLE COUNTY BY WARRANTY DEED RECORDED NOVEMBER 13, 1989, IN OFFICIAL RECORDS BOOK 2125, PAGE 156, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**UTILITY PROVIDERS:**

**WATER & WASTEWATER:**  
SEMINOLE COUNTY ENVIRONMENTAL SERVICES  
500 W. LAKE MARY BLVD.  
SANFORD, FL 32773  
PHONE: (407) 665-2143

**PHONE**  
AT&T  
1227 S. DIVISION AVE.  
ORLANDO, FL 34805  
PHONE: (407) 351-7100

**CABLE:**  
SPECTRUM  
100 GORDAN ST.  
SANFORD, FL 32771  
PHONE: (321) 805-3081

**ELECTRIC:**  
DUKE ENERGY  
3250 BONNET CREEK RD, 1  
ORLANDO, FL 34805  
PHONE: (800) 700-8744

**LEGEND**

SEMINOLE COUNTY COMMERCIAL FLU: COM ZONING: C-1  
GOVERNING JURISDICTION  
EXISTING LAND USE  
FUTURE LAND USE  
ZONING

**TRAFFIC GENERATION**

ITU CODE	LAND USE	UNITS KSF	DAILY		PM PEAK HOUR			
			RATE	TRIPS	RATE	TOTAL	ENTER	EXIT
151	MINI WAREHOUSE	108	1.45	157	0.15	16	8	8

PER ITE TRIP GENERATION, 11TH EDITION

**IMPERVIOUS AREA:**

- GROSS PROJECT AREA: 1.26 ACRES (±54,999 SF)
- PROPOSED IMPERVIOUS AREA:
  - SELF-STORAGE BUILDING: ±0.62 ACRES (±27,000)
  - ROADWAY AND PARKING: ±0.33 ACRES (±14,375)
  - TOTAL IMPERVIOUS AREA: ±0.95 ACRES (75.0%)
- TOTAL EXISTING IMPERVIOUS AREA: 1.10 ACRES (87%)

**SOILS LEGEND**

- 6 ASTATULA-APOPKA FINE SANDS, 0 TO 5 PERCENT SLOPES
- 17 BASINGER AND SMYRNA FINE SANDS, DEPRESSIONAL
- 20 MYAKKA AND EAUGALLIE FINE SANDS



GRAPHIC SCALE

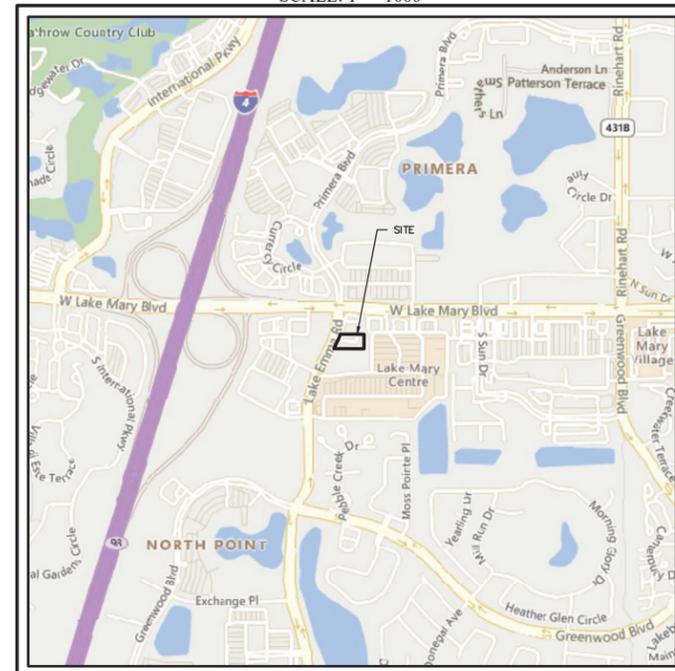


( IN FEET )  
1 inch = 40 ft.

**SITE DATA:**

- GROSS PROJECT AREA: 1.26 ACRES (±54,999 SF)
- PARCEL ID: 18-20-30-300-002-0000
- PROPERTY ADDRESS: 3895 LAKE EMMA RD., LAKE MARY, FL 32746
- EXISTING FUTURE LAND USE: COM
- PROPOSED FUTURE LAND USE: PD
- EXISTING ZONING: C-2
- PROPOSED ZONING: PD
- PROPOSED USES: SELF STORAGE
- MAXIMUM BUILDING HEIGHT: 50 FT (4 STORIES)
- MAXIMUM BUILDING S.F. AND FAR: 108,000 S.F./54,999 S.F. = 1.96 FAR
- BUILDING SETBACKS:
  - FRONT YARD: 25 FT
  - SIDE YARD: 10 FT
  - REAR YARD: 10 FT
- BUFFER REQUIREMENTS: NORTH 0.2 OPAQITY, 10' WIDTH
- OPEN SPACE REQUIRED: 25% - 0.315 ACRES OPEN SPACE SHALL MEET THE SEMINOLE COUNTY LDC SEC. 30.1344 OPEN SPACE
- PARKING PROVIDED:
  - 10' X 20' REGULAR PARKING: 10 SPACES
  - 12' X 20' DISABLED PARKING: 1 SPACE
- PER FEMA FIRM PANEL NO. 1211700065F, DATED SEPT. 28, 2007, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- WATER AND SEWER SERVICE WILL BE PROVIDED BY SEMINOLE COUNTY.
- NO RECLAIMED WATER SERVICE IS AVAILABLE PER SEMINOLE COUNTY
- UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL PUBLIC WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
- ALL UTILITY LINES WILL BE DESIGNED TO MEET SEMINOLE COUNTY REQUIREMENTS.
- STORM RUNOFF GENERATED ON SITE SHALL BE TREATED USING AN ON SITE STORMWATER MANAGEMENT SYSTEM.
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET SEMINOLE COUNTY AND SURWMD REQUIREMENTS.
- FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE SEMINOLE COUNTY CODE AND REGULATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED UTILITY IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY UTILITY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE LAKE MARY BOULEVARD GATEWAY CORRIDOR UNDER CHAPTER 30 PART 56 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
- THE DEVELOPMENT WILL MEET THE REQUIREMENTS OF THE SEMINOLE COUNTY LDC.
- PROJECT TO BE CONSTRUCTED IN ONE PHASE.
- OUTDOOR STORAGE WILL BE PROHIBITED.
- THE EXISTING BUILDING AND IMPERVIOUS COVERAGE WILL REQUIRE A SEPARATE BUILDING PERMIT TO DEMOLISH PRIOR TO CONSTRUCTION.
- STORAGE FACILITY HOURS OF OPERATION:
  - RENTOR BUILDING ACCESS: 24 HOURS PER DAY / 7 DAYS A WEEK
  - RENTAL OFFICE HOURS: MONDAY - SATURDAY; 8AM TO 7PM
- ALL MECHANICAL UNITS WILL BE LOCATED AT GROUND LEVEL. LANDSCAPING TO BE PROVIDED TO ADEQUATELY SCREEN MECHANICAL UNITS FROM PUBLIC RIGHTS OF WAY.
- ON-SITE PROPERTY MANAGEMENT WILL BE PROVIDED TO OVERSEE DAILY OPERATIONS.
- OUTDOOR LIGHTING WILL COMPLY WITH SEMINOLE COUNTY LDC SEC. 30.1234 OUTDOOR LIGHTING REQUIREMENTS. OUTDOOR LIGHTING WILL REQUIRE A SEPARATE PERMIT.
- IF A DUMPSTER IS LOCATED ON SITE AN ENCLOSURE MUST BE BUILT AND IT MUST CONSTRUCTED IN ACCORDANCE WITH THE SEMINOLE COUNTY LDC CODE SEC. 30.1233 REQUIREMENTS. THE DUMPSTER ENCLOSURE WILL REQUIRE A SEPARATE PERMIT. A DUMPSTER IS NOT PROPOSED AT THIS TIME.

**VICINITY MAP**  
SCALE: 1" = 1000'



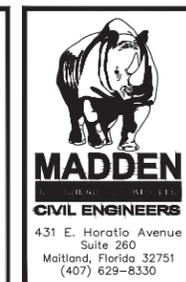
Digitally signed by David Stokes  
Date: 2024.03.05 14:48:39 -05'00'



NO.	DATE	REVISIONS
1	18/14/2023	REVISED PER COUNTY COMMENTS
2	9/29/2023	REVISED PER COUNTY COMMENTS
3	2/12/2024	REVISED PER COUNTY COMMENTS/CLIENT REVISIONS
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 22059  
DATE: 02/13/23  
SCALE: 1"=40'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: DAS

**MDP**



MASTER DEVELOPMENT PLAN FOR LAKE EMMA SELF STORAGE  
SEMINOLE COUNTY, FLORIDA

THE HUBER GROUP  
6025 MAIN ST., STE. 103  
WINTERBURN, FL 34786  
407-909-0800

CERTIFICATE OF APPROVAL  
No. CA-0007723



**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On June 11, 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:** Lake Emma Investments, LLC

**Project Name:** Lake Emma Self-Storage SSFLUMA & PD Rezone

**Requested Development Approval:** Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard.

Findings: After fully considering staff analysis titled "Lake Emma Self-Storage SSFLUMA & PD Rezone" and all evidence submitted at the public hearing on June 11, 2024 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from C-2 (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**

OFFICIAL RECORDS BOOK 6851, PAGE 1735:

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE SIMPLE ESTATE)

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST HALF, OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 420.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST; ALONG SAID SOUTH RIGHT OF WAY LINE (40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 212.24 FEET TO THE EAST LINE OF THE WEST HALF, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG THE EAST LINE THEREOF 227.36 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 172.64 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 358.54 FEET TO THE EAST RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE THEREOF THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 25 DEGREES 15 MINUTES 52 SECONDS EAST, 116.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 605.21 FEET; THENCE RUN NORTHEASTERLY 72.60 FEET ALONG THE ARC THEREOF, THRU A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 22 SECONDS TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 282.58 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT ESTATE)

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY WAYNE L. CARSE TO THOMAS E. MOORE, AS TRUSTEE IN EASEMENT DEED RECORDED

JANUARY 13, 1987, IN OFFICIAL RECORDS BOOK 1808, PAGE 1626; AS AMENDED BY AMENDMENT THERETO RECORDED FEBRUARY 27, 1987, IN OFFICIAL RECORDS BOOK 1822, PAGE 1217, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, OVER THE VEHICULAR ACCESS AREAS ON THE FOLLOWING PARCEL, TO WIT:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD (AN 80 FOOT RIGHT OF WAY) WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE THEREOF 227.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, 282.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 605.21 FEET; SAID POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCE: FROM A TANGENT BEARING OF NORTH 18 DEGREES 23 MINUTES 30 SECONDS EAST, RUN 190.61 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18 DEGREES 02 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 28 SECONDS; THENCE RUN 62.77 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; SAID POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE THEREOF, 212.24 FEET TO THE POINT OF BEGINNING.

LESS ADDITIONAL RIGHT OF WAY CONVEYED TO SEMINOLE COUNTY BY WARRANTY DEED RECORDED NOVEMBER 13, 1989, IN OFFICIAL RECORDS BOOK 2125, PAGE 156, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

## SEMINOLE COUNTY DEVELOPMENT ORDER

On June 11, 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:** Lake Emma Investments, LLC

**Project Name:** Lake Emma Self-Storage SSFLUMA & PD Rezone

**Requested Development Approval:** Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard.

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: Joy Giles, Principal Planner  
1101 East First Street  
Sanford, Florida 32771

### Order

#### NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The subject application for development approval is **GRANTED**.
- (2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:
  - A. Development must comply with the Master Development Plan attached as Exhibit (B).
  - B. Permitted Uses: Self-Storage
    - a. Outdoor storage is prohibited.
  - C. Maximum Floor Area Ratio: 1.96
  - D. Maximum Building Height: Fifty (50) feet
  - E. The development must provide a minimum of twenty-five (25) percent common usable open space.
  - F. The setbacks from the external property boundaries are as follows:
    - North: Ten (10) feet.
    - South: Ten (10) feet.
    - East: Ten (10) feet.
    - West: Fifty (50) feet.
  - G. The buffers are as follows:
    - North: Ten (10) foot wide landscape buffer.
    - South: No buffer required.
    - East: No buffer required.
    - West: Five (5) foot wide landscape buffer. Due to the existing cross access easement that exists within and adjacent to the western buffer areas, as depicted in the Concept Plan Attached as Exhibit (D), a collection of buffer areas as depicted on the concept plan shall be provided in order to create a minimum of 2,775 square feet of landscaped areas between the building and the Lake Emma Road ROW. A code-required fifteen (15) foot buffer would otherwise result in approximately 2,775 square feet of landscaped areas.

Buffer components will be established at Final Development Plan.
  - H. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

- I. All project signage must comply with the Lake Mary Boulevard Gateway Corridor Overlay.
- J. Architectural renderings will be required at time of Engineered Site Plan review. The building will provide tinted windows to block the view of the internal storage units. The building colors shall be in accordance with the rendering attached as Exhibit C.
- K. In the case of a conflict between the written conditions A through (J) in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through (J) will apply.

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after

approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court. However, in no case will this Order be effective prior to the effective date of the associated comprehensive plan amendment enacted in association with the Lake Emma Self-Storage SSFLUMA & PD Rezone (as referenced in Exhibit A), on June 11, 2024.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jay Zembower, Chairman

APPLICANT'S PROPOSED DEVELOPMENT ORDER

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 6851, PAGE 1735:

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

**PARCEL 1 (FEE SIMPLE ESTATE)**

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST HALF, OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 420.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST; ALONG SAID SOUTH RIGHT OF WAY LINE (40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 212.24 FEET TO THE EAST LINE OF THE WEST HALF, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG THE EAST LINE THEREOF 227.36 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 172.64 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 358.54 FEET TO THE EAST RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE THEREOF THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 25 DEGREES 15 MINUTES 52 SECONDS EAST, 116.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 605.21 FEET; THENCE RUN NORTHEASTERLY 72.60 FEET ALONG THE ARC THEREOF, THRU A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 22 SECONDS TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 282.58 FEET TO THE POINT OF BEGINNING.

**PARCEL 2 (EASEMENT ESTATE)**

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY WAYNE L. CARSE TO THOMAS E. MOORE, AS TRUSTEE IN EASEMENT DEED RECORDED JANUARY 13, 1987, IN OFFICIAL RECORDS BOOK 1808, PAGE 1626; AS AMENDED BY AMENDMENT THERETO RECORDED FEBRUARY 27, 1987, IN OFFICIAL RECORDS BOOK 1822, PAGE 1217, PUBLIC RECORDS OF SEMINOLE

COUNTY, FLORIDA, OVER THE VEHICULAR ACCESS AREAS ON THE FOLLOWING PARCEL, TO WIT:

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BEGIN AT THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD (AN 80 FOOT RIGHT OF WAY) WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE THEREOF 227.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, 282.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 605.21 FEET; SAID POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCE: FROM A TANGENT BEARING OF NORTH 18 DEGREES 23 MINUTES 30 SECONDS EAST, RUN 190.61 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18 DEGREES 02 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 28 SECONDS; THENCE RUN 62.77 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; SAID POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE THEREOF, 212.24 FEET TO THE POINT OF BEGINNING.

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AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



**EXHIBIT C**  
**Building Rendering**



APPLICANT'S PROPOSED DEVELOPMENT

ORDER





10' BUILDING SETBACK  
10' LANDSCAPE BUFFER

EXISTING DRIVEWAY CROSS-ACCESS

180'

150'

PROPOSED 4 STORY BUILDING  
TOTAL = 108,000-GSF  
(1ST FLOOR=27,000-SF  
FLOORS 2-4= 27,000-SF EACH)

PROPOSED CANOPY  
14.5-FT CLEAR HEIGHT

30'

40'

30'

30'

32'

25' BUILDING SETBACK

PROPOSED GROUND SIGN

EXISTING DRIVEWAY ACCESS

29'

LAKE EMMA RD.

10' BUILDING SETBACK

0' LANDSCAPE BUFFER

10' BUILDING SETBACK

0' LANDSCAPE BUFFER

CONCEPTUAL SITE PLAN

1/15/2024

K:\ORL\G1\104931006-Huber Lake Emma\GADD\CONCEPT\SP-06.dwg

**AN ORDINANCE FURTHER AMENDING THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM COMMERCIAL TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Seminole County enacted Ordinance Number 2008-44 which adopted the Seminole County Comprehensive Plan (“the Plan”), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

**WHEREAS**, the Board of County Commissioners has followed the procedures set forth in Section 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth in this Ordinance relating to a Small Scale Future Land Use Map Amendment; and

**WHEREAS**, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

**WHEREAS**, the Seminole County Local Planning Agency held a public hearing, with all required public notice on May 1, 2024, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan Amendment set forth in this Ordinance; and

**WHEREAS**, the Board of County Commissioners held a public hearing on June 11, 2024, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth in this Ordinance; and

**WHEREAS**, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and in compliance with the provisions of State law, including, but not limited to, Sections 163.3177 and 163.3187, Florida Statutes, and with the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

**Section 1. Recitals/Legislative findings:**

The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

**Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION:**

(a) The Future Land Use Element’s Future Land Use Map as set forth in Ordinance Number 2008-44, as previously amended, is hereby further amended by amending the Future Land Use Map designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Exhibit “A” to this Ordinance:

<b>Ord Exhibit</b>	<b>Name</b>	<b>Amendment Number</b>	<b>Future Land Use Change From-To</b>	<b>LPA Hearing Date</b>	<b>Board Hearing Date</b>
A	Lake Emma Self-Storage SSFLUMA & PD Rezone	03.23SS.01 (Z2023-001)	Commercial to Planned Development	05/01/2024	06/11/2024

(b) The associated rezoning request was completed by means of Ordinance Number 2024-\_\_\_\_\_.

**Section 3. Severability:**

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

**Section 4. Exclusion from County Code/Codification:**

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance will not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to this Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan to reflect adopted amendments to the Plan.

**Section 5. Effective Date:**

(a) The County will provide a certified copy of this Ordinance to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes.

(b) This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth in this Ordinance, if the amendment is not challenged in a timely manner, will be no earlier than thirty-one (31) days after the adoption date of the amendment. If challenged within the appropriate time period, this amendment will become effective on the date the State Land Planning Agency or the State Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits or land uses dependent upon this amendment may be issued or commence before it has become effective.

**ENACTED** this 11<sup>th</sup> day of June 2024

BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, CHAIRMAN

## EXHIBIT A

### Amendment 03.23. SS.01

#### LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 6851, PAGE 1735:

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

#### PARCEL 1 (FEE SIMPLE ESTATE)

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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#### PARCEL 2 (EASEMENT ESTATE)

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A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE C-2 (RETAIL COMMERCIAL) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Lake Emma Self-Storage SSFLUMA & PD Rezone, dated June 11, 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-2 (Retail Commercial) to PD (Planned Development) pursuant to the provisions contained in Development Order #23-2000001, attached to this Ordinance as Exhibit "A" and incorporated in this Ordinance by reference:

**SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION**

**Section 3. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon the latter of: (i) the recording date of the Development Order #23-20000001 in the Official Land Records of Seminole County; (ii) filing this Ordinance with the Department of State; or (iii) the companion Future Land Use Amendment Ordinance No. 2024-\_\_ being deemed final in accordance with Florida Statutes Chapter 163, Part II.

ENACTED this 11<sup>th</sup> day of June 2024.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, CHAIRMAN

**EXHIBIT "A"**

**DEVELOPMENT ORDER**

**TO BE INSERTED**

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 6851, PAGE 1735:

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

**PARCEL 1 (FEE SIMPLE ESTATE)**

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST HALF, OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 420.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST; ALONG SAID SOUTH RIGHT OF WAY LINE (40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 212.24 FEET TO THE EAST LINE OF THE WEST HALF, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG THE EAST LINE THEREOF 227.36 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 172.64 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 358.54 FEET TO THE EAST RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE THEREOF THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 25 DEGREES 15 MINUTES 52 SECONDS EAST, 116.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 605.21 FEET; THENCE RUN NORTHEASTERLY 72.60 FEET ALONG THE ARC THEREOF, THRU A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 22 SECONDS TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 282.58 FEET TO THE POINT OF BEGINNING.

**PARCEL 2 (EASEMENT ESTATE)**

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY WAYNE L. CARSE TO THOMAS E. MOORE, AS TRUSTEE IN EASEMENT DEED

RECORDED JANUARY 13, 1987, IN OFFICIAL RECORDS BOOK 1808, PAGE 1626; AS AMENDED BY AMENDMENT THERETO RECORDED FEBRUARY 27, 1987, IN OFFICIAL RECORDS BOOK 1822, PAGE 1217, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, OVER THE VEHICULAR ACCESS AREAS ON THE FOLLOWING PARCEL, TO WIT:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD (AN 80 FOOT RIGHT OF WAY) WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE THEREOF 227.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, 282.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 605.21 FEET; SAID POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCE: FROM A TANGENT BEARING OF NORTH 18 DEGREES 23 MINUTES 30 SECONDS EAST, RUN 190.61 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18 DEGREES 02 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 28 SECONDS; THENCE RUN 62.77 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; SAID POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE THEREOF, 212.24 FEET TO THE POINT OF BEGINNING.

LESS ADDITIONAL RIGHT OF WAY CONVEYED TO SEMINOLE COUNTY BY WARRANTY DEED RECORDED NOVEMBER 13, 1989, IN OFFICIAL RECORDS BOOK 2125, PAGE 156, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

# APPLICANTS JUSTIFICATION STATEMENT

## Lake Emma Self Storage

Justification for height and setback waivers of the Seminole County Land Development Code and the Lake Mary Gateway Corridor requirements

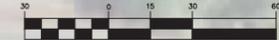
This document is to provide justification for the height increase from 35' to 50' and a buffer reduction from 15' down 5' along the Lake Emma frontage of this proposed site. The existing site was built in the mid 1980's and is being redeveloped to a self-storage facility. The site access has been changed over the years making the center not viable for commercial businesses. Per the Lake Mary Boulevard Corridor Overlay the site is to have a height no greater than 35' and is required to have a 15' landscaping buffer along the roadway frontage.

Please see Exhibit 1 for the sites proximity to Lake Mary Boulevard. Per the Lake Mary Boulevard Gateway corridor requirements any building within 320' of the centerline of Lake Mary Boulevard is required to have a height no higher than 35'. Our proposed building will be a minimum of 300' from the centerline of Lake Mary Boulevard, doesn't have access on Lake Mary Boulevard, and is behind an existing gas station. We are proposing to increase the height of our building to 50'. See the site plan included with this statement for the Hyatt Place Hotel(exhibit 2) west of I-4 that has direct frontage on Lake Mary Boulevard. A waiver to the standards was allowed for this site as a 45' height was allowed. The other taller buildings in the area are the Academy Sports building at 50'(exhibit 3) and the Top Golf facility(exhibit 4) that is just south of the site on Lake Emma Road. Top golf has a building height of 52'-7" and the net poles are 170' tall on Lot 1 of the development and also has the ability to build a hotel up to 10 stories and 100' tall on lot 2. Based on the surroundings and other taller buildings in the area we feel that a 50' height is justified in this location.

The reduction in buffer width from 15' down to 5' is requested due the existing site conditions that include an access easement to the adjacent gas station and the existing retention for the site that we intend to use for the redeveloped site. See exhibit 5, the existing survey of the property. The survey shows the location of the access easement and the existing retention pond. The access cannot be modified since it is connected to the drive isle of the existing gas station. We intend to landscape the slopes of the pond to try and meet the intent of the 15' buffer.



GRAPHIC SCALE



( IN FEET )

1 inch = 30 ft.



**MADDEN**  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 260  
Maitland, Florida 32751  
(407) 629-8330

CONCEPT PLAN  
FOR  
**LAKE EMMA SELF STORAGE**  
SEMINOLE COUNTY  
FLORIDA

**THE HUBER GROUP**  
625 MAIN ST., STE. 103  
WINDSOR, FL 32786  
407-909-0600



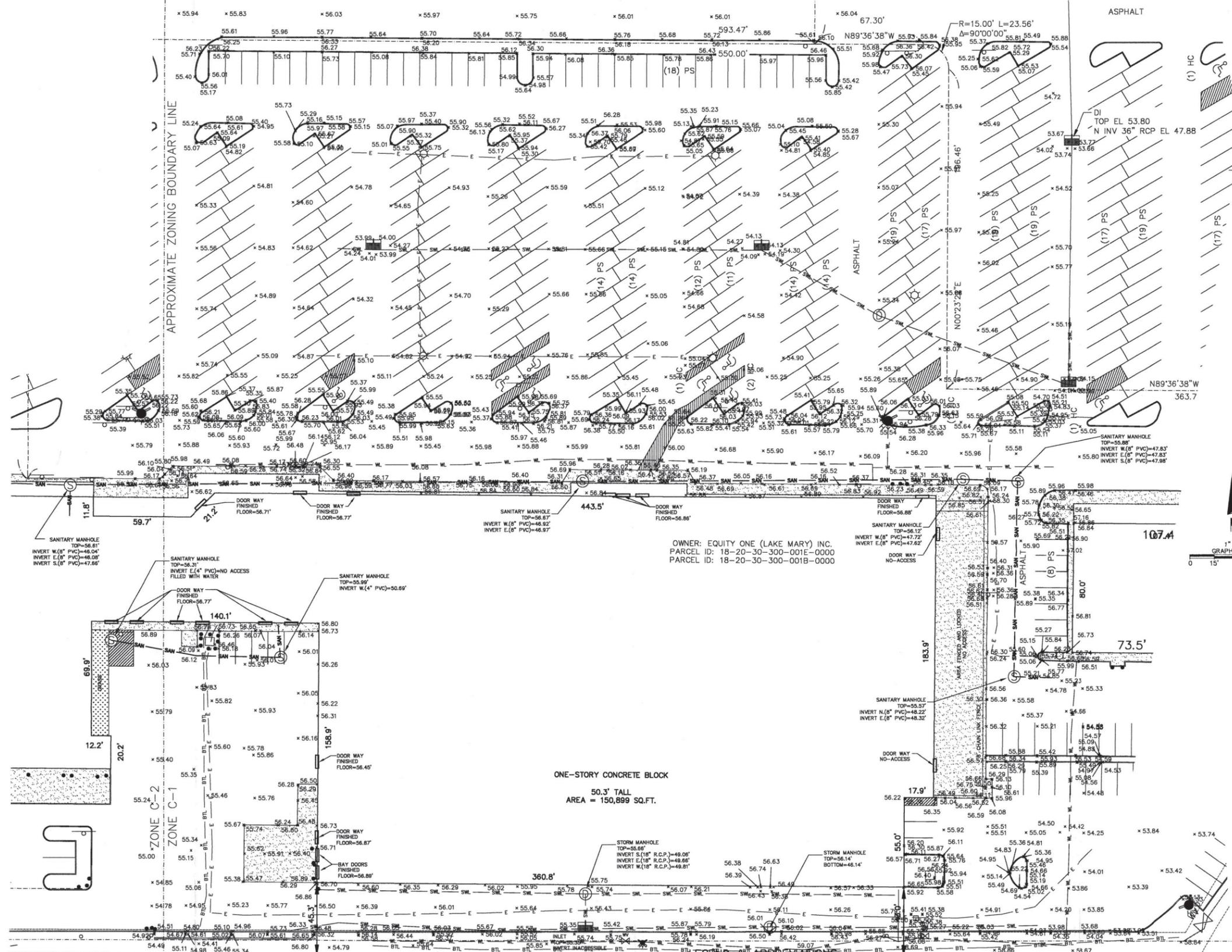
NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 22059  
DATE: 05/12/23  
SCALE: 1"=20'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: DAS

**C101**







OWNER: EQUITY ONE (LAKE MARY) INC.  
 PARCEL ID: 18-20-30-300-001E-0000  
 PARCEL ID: 18-20-30-300-001B-0000

ONE-STORY CONCRETE BLOCK  
 50.3' TALL  
 AREA = 150,899 SQ.FT.

**SURVEYORS NOTES**

1. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120289 0065 F (MAP NO. 121700085F), WHICH BEARS AN EFFECTIVE DATE OF 09/08/2007, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREA OUTSIDE FLOODPLAIN.
2. ELEVATIONS SHOWN HEREON ARE BASED ON SEMINOLE COUNTY BENCHMARK 3907301, NAVD 1988 DATUM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LAKE EMMA ROAD BEING N25°15'52"E, PER DESCRIPTION.
4. THE PURPOSE OF THIS SURVEY IS TO DETAIL A PORTION OF LAKE MARY CENTRE PLAZA.

I HEREBY CERTIFY, THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

*David M. DeFilippo*  
 DAVID M. DeFILIPPO PSM# 5038

THIS BOUNDARY & AS-BUILT SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**FIELD ABBREVIATIONS**

CONCRETE SURFACE	D PER DESCRIPTION	TF TRANSFORMER
NO PARKING AREA	M MEASURED	GMH GREASE MANHOLE
POWER POLE	CO CLEAN OUT	DMH DRAINAGE MANHOLE
LIGHT POLE	CSM GAS MARKER	SMH SANITARY MANHOLE
HANDICAP SPACE	UV UTILITY VAULT	DI DRAINAGE INLET
SEWER MANHOLE	EV ELECTRIC VAULT	INV INVERT
STORM MANHOLE	FDC FIRE DEPARTMENT CONNECTION	EL ELEVATION
WATER VALVE	TSP TRAFFIC SIGNAL POLE	TM TELEPHONE MARKER
FIRE HYDRANT	TE TRASH ENCLOSURE	CR CABLE RISER
BOLLARD	AC AIRCONDITIONING UNIT	DP DUMPSTER PAD
MONUMENT AS DESCRIBED	N&D NAIL & DISC	IRC IRON ROD WITH CAP-
OVERHEAD UTILITY LINE	WF WOOD FENCE	FOU FOUND OR SET AS NOTED
FENCELINE	SF SQUARE FEET	R.C.P. REINFORCED CONCRETE PIPE
MONITORING WELL	HC HANDICAP SPACE	PVC PLASTIC PIPE
SIGN	PS PARKING SPACE	BT TELEPHONE LINE
CLF CHAIN-LINK FENCE	TB TRAFFIC BOX	WL WATER LINE
FND FOUND	BFP BACK FLOW PREVENTER	SWL STORMWATER LINE
REC RECOVERED	FR FREEZER	E ELECTRIC LINE
	FOB FIBER OPTIC BOX	SAN SANITARY LINE
	WM WATER METER	

21928-5  
 RECEIVED  
 JUL 31 2013  
 TITLE AND SVC. CNTR.

DATE: JULY 23, 2013  
 SCALE: 1" = 30'  
 DRAWN BY: GHF  
 APPROVED BY: DMD  
 DRAWING FILE NAME: H:\2013\3073071102\ SPECIFIC PURPOSE 3071102.DWG

SPECIFIC PURPOSE SURVEY  
 OF  
 LAKE MARY CENTRE  
 LAKE MARY BOULEVARD  
 LAKE MARY  
 FLORIDA

ASM  
 AMERICAN SURVEYING & MAPPING INC.  
 3191 MAGUIRE BLVD., SUITE 200  
 ORLANDO, FLORIDA 32803  
 PHONE (407) 426-7373  
 WWW.ASM-SURVEYING.COM

**DEVELOPMENT NOTES:**

OVERALL DEVELOPMENT SIZE: 22.47 A.C.

PARCEL ID: 18-20-30-300-0120-0000, 18-20-30-300-0121-0000, & 18-20-30-300-0122-0000

EXISTING ZONING: M-1A & C-1  
 FUTURE LAND USE: COMMERCIAL (COM)  
 PROPOSED ZONING: PUD  
 CURRENT USE: UNDEVELOPED/VACANT

SETBACKS:

MINIMUM BUILDING SETBACKS:	
LOT 1	LOT 2
FRONT (S): 25'	FRONT (E): 25'
SIDE (E): 25'	SIDE (N): 25'
SIDE (W): 25'	SIDE (S): 25'
BACK (N): 25'	BACK (W): 25'
INTERNAL: 25'	INTERNAL: 25'

LANDSCAPE BUFFERS - PER SECTION 157.04

LOT 1	BUFFER	WIDTH	DESCRIPTION
GREENWOOD BLVD	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
LAKE EMMA ROAD	HYBRID CD	80' WIDE	8 CANOPY TREES/100 LF / 10 UNDERSTORY TREES/100 LF / 25 SHRUBS/100LF
SOUTH PERIMETER (SW PROPERTY LINE)	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
NORTH & WEST PROPERTY LINES	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
EAST (ADJACENT TO LOT 2)	NA	0' WIDE	SHARED ACCESS DRIVE
SOUTH (ADJACENT TO LOT 2)	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
PARKING AREA	NA	NA	1 CANOPY TREE/25 P.S. / 1 UNDERSTORY TREE/25 P.S. / 3 SHRUBS/25 P.S.

LOT 2	BUFFER	WIDTH	DESCRIPTION
GREENWOOD BLVD	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
LAKE EMMA ROAD	TYPE B	35' WIDE	5 CANOPY TREES/100 LF / 7 UNDERSTORY TREES/100 LF / 25 SHRUBS/100 LF
WEST (ADJACENT TO LOT 1)	NA	0' WIDE	SHARED ACCESS DRIVE
NORTH (ADJACENT TO LOT 1)	TYPE A	15' WIDE	3 CANOPY TREES/100 LF / 4 UNDERSTORY TREES/100 LF / CONTINUOUS 24" HEDGE
(*WIDTH CONSTRAINED DUE TO ACCESS DRIVE SPACING)			
PARKING AREA	NA	NA	1 CANOPY TREE/25 P.S. / 1 UNDERSTORY TREE/25 P.S. / 3 SHRUBS/25 P.S.

PARKING DATA:

LOT 1:	REQUIRED	PROVIDED (PER PUD)	PROVIDED
LOT 1:	1 PER EMPLOYEE + 1 PER 3.0 GUEST CAPACITY	1 PER EMPLOYEE + 1 PER 3.5 GUEST CAPACITY	1 PER EMPLOYEE + 1 PER 3.38 GUEST CAPACITY
LOT 2:	125 + (1200/3.0) = 525 SPACES	125 + (1200/3.5) = 468 SPACES	461 SPACES (91x19')
			9 ADA SPACES (12x19')
			10 MOTORCYCLE PARKING (8'x10')
			TOTAL SPACES: 480 PARKING SPACES

OPEN SPACE:

LOT 1:	REQUIRED	PROVIDED	TO BE PROVIDED PER SECTION 155 - APPENDIX B
LOT 1:	0.30 x 18.75 = 5.63 AC	6.95 AC (37.1%)	
LOT 2:	0.30 x 3.72 = 1.12 AC	TO MEET MINIMUM REQUIREMENT	

IMPERVIOUS COVERAGE:

LOT 1:	REQUIRED	PROVIDED
LOT 1:	0.70 x 18.75 = 13.12 AC	11.80 AC (62.9%)
LOT 2:	0.70 x 3.72 = 2.60 AC	NOT TO EXCEED MAXIMUM REQUIREMENT

**LOT DEVELOPMENT INFORMATION:**

AREAS IN ACRES:	LOT 1	LOT 2
AREA IN SQUARE FEET:	±18.75	±3.72
PERMITTED USES:	TOP GOLF FACILITY	C-2 PERMITTED USES EXCEPT AS EXPRESSLY PROHIBITED IN PUD DEVELOPMENT AGREEMENT; LOT 2 TRIP GENERATION NOT TO EXCEED 372 TOTAL PM PEAK HOUR TRIPS.

GROSS FLOOR AREA - SQ. FT.:

LOT 1:	LOT 2:
68,000 SF	SEE DEVELOPERS AGREEMENT

MAXIMUM BUILDING HEIGHT:

LOT 1:	LOT 2:
52'-7" BUILDING / 5 STORIES 170' NET POLES (ABOVE FINISH FLOOR)	HOTEL / OFFICE USES 100' / 10 STORIES RETAIL USES 45' / 2 STORIES (ABOVE FINISH FLOOR)

**LEGEND:**

- PROPERTY LINE
- EXISTING TREE (REFER TO SURVEY)
- PROPOSED BUILDING
- PROPOSED PARKING SPACE COUNT
- PROPOSED PARKING COUNT OUTDOOR DISPLAY AREA
- PROPOSED LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
- PROPOSED TYPE 'F' CURBS
- PROPOSED TYPE 'D' CURBS
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER LINE

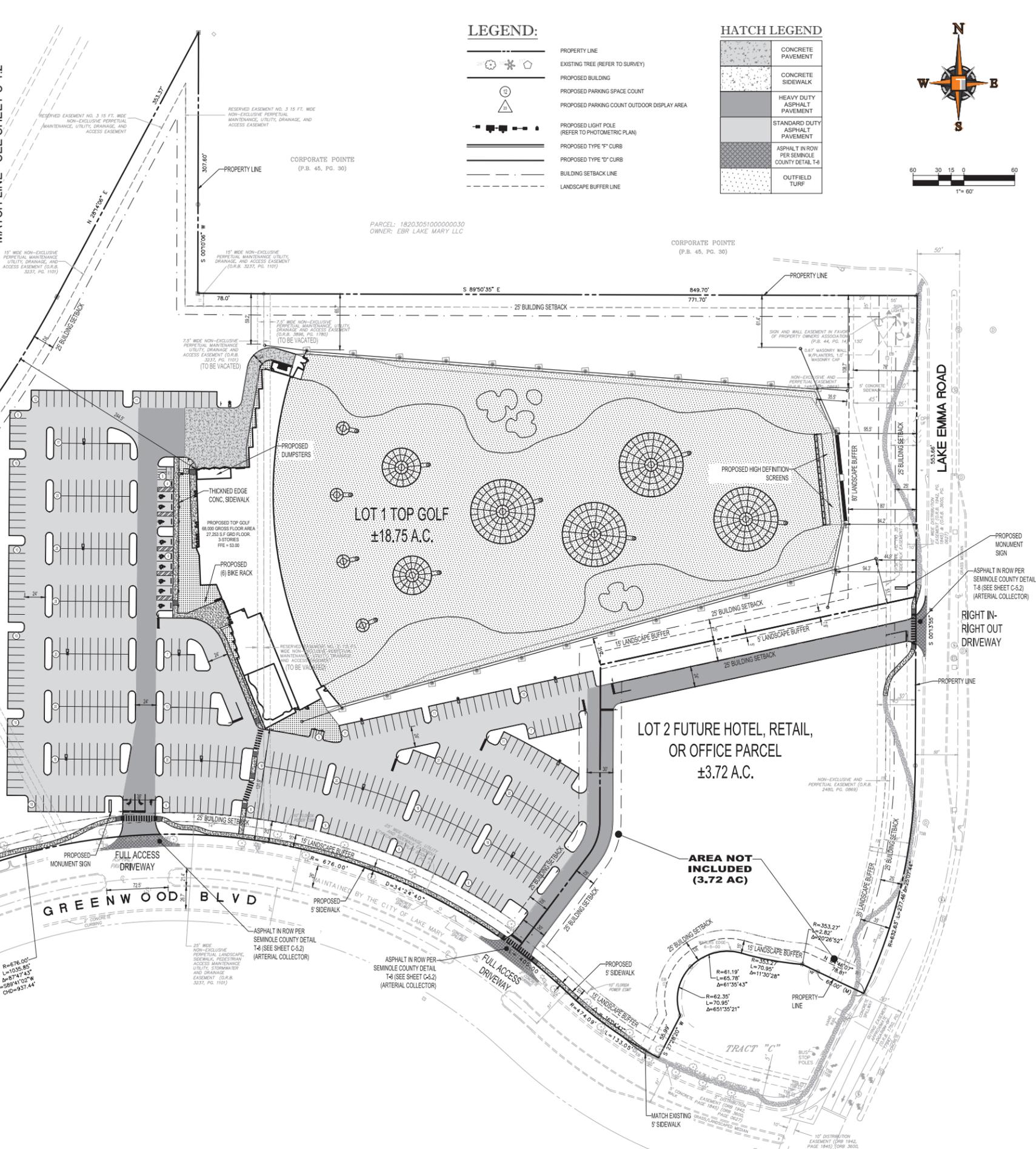
**HATCH LEGEND**

	CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY ASPHALT PAVEMENT
	ASPHALT IN ROW PER SEMINOLE COUNTY DETAIL T-8
	OUTFIELD TURF



MATCH LINE - SEE SHEET C-4.3

MATCH LINE - SEE SHEET C-4.2



**THOMAS ENGINEERING GROUP**  
 CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS  
 OFFICES:  
 4950 W. KENNEDY BLVD., SUITE 600  
 TAMPA, FLORIDA 33609  
 1000 CORPORATE DR., SUITE 200  
 FT. LAUDERDALE, FLORIDA 33334

**REVISIONS**

REV	DATE	COMMENT	BY

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**PERMIT SET**  
 PROJECT No.: FT180018  
 DRAWN BY: HR  
 CHECKED BY: EMM  
 DATE: 10/09/2018  
 SCALE: AS NOTED  
 CAD ID: FT180018-C-4.0 SP

**LAKE MARY TOPGOLF SITE ENGINEERING**  
 FOR **ARCO MURRAY**  
**TOPGOLF**  
 CITY OF LAKE MARY SEMINOLE COUNTY

**THOMAS ENGINEERING GROUP**  
 4950 W. KENNEDY BLVD., SUITE 600  
 TAMPA, FLORIDA 33609  
 Phone: (813) 379-4100  
 Fax: (813) 379-4040  
 www.ThomasEngineeringGroup.com

**THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD M. McDONALD, P.E. LIC NO. 71615 ON THE DATE/TIME STAMP SHOWN USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.**

EDWARD M. McDONALD, P.E.  
 October 10, 2018  
 FLORIDA LICENSE No. 71615  
 FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C-4.1**  
 OF ---



## **ATTACHMENT A - Text Section**

### Application For Future Land Use Map Amendment To The Seminole County Comprehensive Plan

SEMINOLE COUNTY PLANNING AND DEVELOPMENT DIVISION  
1101 EAST FIRST STREET, ROOM 2028  
SANFORD, FL 32771-1468  
PHONE (407) 665-7445 - FAX (407) 665-7385

#### **SEMINOLE COUNTY LOCAL PLANNING AGENCY/PLANNING AND ZONING COMMISSION AND BOARD OF COUNTY COMMISSIONERS**

Proposed amendments to the County's Future Land Use Map are reviewed against the goals, objectives and policies of the Seminole County Comprehensive Plan. The future land use map itself is a graphic representation of the policies contained within the Plan.

Proposed amendments are also reviewed for compatibility with adjacent land uses, sufficient public facility resources to serve any change in the demand for services, appropriate timing and location of the amendment, potential environmental impacts, and for internal Plan consistency. The impact on state and regional resources, facilities and policies as well as upon specially designated areas within the County is included in this review.

The County also evaluates proposed amendments for consistency with the Central Florida Regional Growth Vision and the East Central Florida Regional Planning Council's Strategic Regional Policy Plan.

#### **ATTACHMENT A SECTIONS :**

1. A text section requiring the applicant to perform a preliminary evaluation of whether the amendment proposal meets certain standards set by the Comprehensive Plan. This section is a Microsoft Word document that can be downloaded, opened and directly filled-in. The document can then be either printed directly as a PDF or printed out and scanned to PDF for submission. The submitted PDF is included in the Board's meeting agenda package. Applicant responses are used by the Project Manager in reviewing the proposed amendment.
2. A worksheet section requiring the applicant to perform a preliminary evaluation of whether current facility capacities can meet the demand of the proposed land use change. This section is an Adobe Acrobat PDF document which can be opened from the County web-site and filled-in on screen or can be downloaded, opened on a personal computer and filled-in. Once both documents are filled-in, they can then be either printed directly as a PDF or printed out and scanned to PDF for submission. The submitted PDF is included in the Board's meeting agenda package.

**NOTE: A MINIMUM OF THREE STEPS ARE INCLUDED IN THE AMENDMENT PROCESS:**

1. Development Review Committee (DRC) Meeting – Review conducted by county staff to identify any potential internal plan conflict issues and provide recommendations. NOTE: This meeting may be waived under certain circumstances.
2. First Public Hearing – Review by the Planning and Zoning Commission, serving as the Local Planning Agency, to provide recommendations to the Board of County Commissioners.
3. Second Public Hearing –
  - a. For Small Scale Amendments (amendments affecting properties with fewer than 10 net buildable acres), the second public hearing is an adoption or denial hearing. The decision to amend the plan must be through adoption of an ordinance of amendment by affirmative vote of not less than a majority of the members of the governing board present at the hearing. Within 31 days of adoption of the ordinance, if no affected party has filed a request for a hearing at the Division of Administrative Hearings, the amendment is effective.
  - b. For Large Scale Amendments (amendments affecting properties with 10 or more net buildable acres), the second public hearing is a transmittal hearing by the Board of County Commissioners. The decision must be by an affirmative vote of not less than the majority of the members of the governing board present at the hearing to transmit the proposed amendment to State and Regional Reviewing Agencies.
4. Third Public Hearing for Large Scale Amendments –
  - a. Within 180 days of receiving comments from State and Regional Reviewing Agencies, a third public hearing is held before the Board of County Commissioners to consider adoption, which must be through an ordinance of amendment by affirmative vote of not less than a majority of the members of the governing board present at the hearing.
  - b. The amendment must then be resubmitted to the State Land Planning Agency, which will notify the County as to whether the amendment package is complete.
  - c. Within 31 days of notification by the State Land Planning Agency of receipt of a complete amendment package, if no affected party has filed a request for a hearing at the Division of Administrative Hearings, the amendment is effective.

# Table Of Contents

## **STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS**

1. Identification of Proposed Future Land Use Map Designation And Zoning Classification
2. Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies
  - a. Demonstrate the Compatibility with Adjacent Land Uses
  - b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)
  - c. Demonstrate the Support and Furthering of County Comprehensive Plan Goals, Objectives and Policies
3. Assessment of Consistency with the Central Florida Regional Growth Vision
4. Assessment of Consistency with the East Central Florida Regional Planning Council's Strategic Regional Policy Plan
5. Completion of Data And Analysis Requirements:
  - a. Facility Capacity Impact Assessments
    - i. Utility Assessments
    - ii. School Board Assessment
    - iii. Transportation Assessment
  - b. Assessment of Need for Special Area Data and Analysis Evaluations

## **SPECIAL AREAS STANDARDS OF REVIEW – These Special Area evaluations apply only to the following:**

1. An amendment to Planned Development (PD) FLU
2. An amendment seeking to
  - a. Change a future land use designation within the East Rural Area
  - b. Change the Urban/Rural Boundary
3. An amendment from Higher Intensity Planned Development (HIP) and/or Industrial (IND) FLU that reduces employment opportunities.
4. An amendment within the Wekiva River Protection Area
5. An amendment within the East Lake Sylvan Transitional Area
6. An amendment within the Econlockhatchee River Protection Area
7. An amendment within the Environmentally Sensitive Lands Overlay (ESLO)

### **Sources Of Information For Completing Attachment A**

- “Attachment A - References” – This document includes objectives, policies and map exhibits that can be referenced when completing the Attachment A - Text Section. It can be downloaded at:  
<http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx>
- The County's Information Kiosk provides parcel information useful in completing Attachment A, including whether a parcel is within one or more Special Areas:  
<http://gis2.seminolecountyfl.gov/InformationKiosk/>
- A fully searchable single copy of the Seminole County Comprehensive Plan, noted as “Entire Comprehensive Plan (17MB)”, as well as individual Elements and Element Exhibits, can be opened and/or downloaded at:  
<http://www.seminolecountyfl.gov/gm/planning/compplan.aspx>

## STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS<sup>1</sup>

The County shall use the standards described below in evaluating all applications for amendments to the Future Land Use Map of the Seminole County Comprehensive Plan.

All submissions are included in the official file for the project and will become a part of staff memoranda for public, Board and State Agency review. Staff review will verify if the applicant is correct in determining whether a question is applicable.

This application is divided into two documents – a text section and a worksheet section. Both are to be submitted with the application.

**ALL APPLICABLE INFORMATION MUST BE PROVIDED  
INCOMPLETE SUBMITTALS SHALL BE RETURNED TO THE APPLICANT**

1. OWNER/APPLICANT NAME: Donald Huber, Director; Huber Group, LLC

2. PROJECT NAME: Lake Emma Self Storage

**3. IDENTIFICATION OF PARCELS PROPOSED FOR AMENDMENT AND FLU OF ADJACENT PARCELS**

List the parcel number of each parcel proposed for amendment, use no hyphens, separate by semicolons.

<b>Insert Parcel Identification Number(s) Here:</b>
18-20-30-300-002E-0000

**Note 1:** If proposing an amendment to Planned Development (PD) land use, a concurrent rezoning application must also be submitted with this map amendment application and the Standards of Review for PD portion of this document must be completed.

**Note 2:** If proposing an amendment from Higher Intensity Planned Development (HIP) or Industrial (IND) to any land use allowing residential, a test of the change in the jobs to housing ratio must be calculated. (See item #3 in the Standards of Review section of this document.)

**Complete the following identification of the future land use designation(s) of parcels adjacent to the proposed parcel or grouping of proposed parcels. Use either of the following sites:**

- <http://gis2.seminolecountyfl.gov/InformationKiosk/>
- <http://www.scpafl.org/>

FLU Designation to the <u>north</u> of subject property(ies)	COM
FLU Designation to the <u>south</u> of subject property(ies)	COM
FLU Designation to the <u>east</u> of subject property(ies)	COM
FLU Designation to the <u>west</u> of subject property(ies)	COM

<sup>1</sup> Small Scale Amendment involves areas of 10 acres or fewer [Section 163.3187(1)(a), Florida Statutes 2012]. Large Scale Amendment involves areas of more than 10 acres [see Section 163.3184, FS for provisions regarding amendments].

**4. ASSESSMENT OF CONSISTENCY WITH COMPREHENSIVE PLAN GOALS, OBJECTIVES AND POLICIES**

**a. Demonstrate the Compatibility with Adjacent Land Uses**

Section 163.3177, Florida Statutes, requires local comprehensive plans to “provide for compatibility of adjacent land uses”. The Seminole County Comprehensive Plan contains many policies that focus on compatibility with surrounding future land uses, such as Policies FLU 2.4 through 2.6, Policy FLU 4.4 and Policy FLU 5.16, as well as an Exhibit (*Exhibit FLU Compatible Transitional Land Uses*).

Section 163.3164, Florida Statutes, and the Seminole County Comprehensive Plan define “compatibility” as:

*“A condition in which land uses can coexist in relative proximity to each other in a stable fashion over time such that no use is unduly negatively impacted directly or indirectly by another use.”*

Applicant shall briefly explain how the amendment will be compatible with each of the adjacent land uses identified in the preceding Section 1, and may use the above cited policies and Exhibit, or other policies of the Seminole County Comprehensive Plan, in the explanation. (See: <http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx>).

*Begin narrative below and/or note attachments to reference:*

The proposed project has commercial land uses directly adjacent to the north, east, south, and west. The project is anticipated to be compatible with, and even desired by, existing commercial properties in the relative proximity for the close and easy accessibility to climate controlled storage for short or long periods of time.

The Land Use Change is required due to a desired Floor Area Ratio higher than what is normally allowed in the existing COM Future Land Use. The Floor Area Ratio for this project is deceptive large because a multi-story storage facility is being proposed. The large majority of each floor area will consist of rented and locked storage units, which is therefore area not usable to the public at large, but is still included in the Floor Area Ratio calculation.

**b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)**

Applicant shall describe how the character of the area surrounding the proposed amendment site has changed sufficiently to support the need for a different land use designation. Possible points may include, but not be limited to:

- Approved but uncompleted projects (private and public) within the surrounding area that will change the character of the area within the next five years, and
- Appropriateness of the timing of the proposed change in land use designation for the subject property (i.e., consistency with planned public facility improvements, support for major public facilities such as SunRail commuter rail or support for other Seminole County Comprehensive Plan goals, objectives and policies).

*Begin narrative below and/or note attachments to reference:*

In addition to the existing commercial properties in the relative proximity of the project site, there are numerous apartment, townhouse, and single family developments within a single mile. In that distance there is only one other option for storage unit rental, with a small availability of climate control units. The proposed project would fulfill the desire of the local populace for climate controlled storage space in close proximity to their places of residence.

**c. Demonstrate the Support and Furthering of County Plan Goals, Objectives and Policies**

In the following table, the Applicant shall check which of the following Seminole County Comprehensive Plan goals, objectives and policies will be supported and/or furthered by the proposed amendment.

*The following objectives and policies can be use to demonstrate that the proposed amendment supports and furthers the Seminole County Comprehensive Plan. The full text of each objective and policy can be found in the downloadable document entitled: "Attachment A – Reference" located at:*

<http://www.seminolecountyfl.gov/gm/planning/FLUamend.aspx>

<b><i>Objectives Or Policies Of The County Plan Supported Or Furthered By Proposed Application</i></b>	CHECK IF 'YES'
Policy FLU 2.4 - Neighborhood Commercial Uses	✓
Policy FLU 2.5 - Transitional Land Uses in Urban Areas Not Approved for Mixed Development	✓
Policy FLU 2.7 - Location of Employment Uses, including Industrial Uses	
Objective FLU 4 - Redevelopment and Renewal of Blighted or Declining Areas	
Policy FLU 4.5 - Encourage Infill and Redevelopment of Existing Development Corridors and Centers	✓
Policy FLU 5.2 - Mixed Commercial/Residential Use Development	✓
Policy FLU 5.8 - North I-4 Corridor Higher Intensity Planned Development-Target Industry (HIP-TI) Permitted Uses and Locational Standards	
Policy FLU 5.15 - Mixed Use Developments ( <i>Paragraph A, sections 1-6</i> )	
Policy FLU 11.1 - Recognition of East Rural Area	
Policy FLU 11.17 - Chuluota Nonresidential Design Standards	
Objective FLU 12 – Preservation of the Rural Character and Natural Resources of the Wekiva Protection Area	
Policy FLU 19.2 - Promote Economic Development in Target Areas through Urban Infill and Redevelopment ( <i>Paragraph A</i> )	✓
Policy CON 3.12 - Central Florida Regional Growth Vision (How Shall We Grow?)	
Policy CON 7.3 - Future Land Use Designations	
Policy HSG 4.3 - Workforce Housing in Economic Development Target Areas	
Policy TRA 2.4.3 - Promote Infill Development	✓
Policy TRA 2.5.6 - Discourage Direct Access	
Policy TRA 3.2.2 - Prohibit Use of Roadway Improvements as Sole Justification for Land Use Amendments	
<i>List here other Plan goals, objectives or policies felt to be applicable:</i> <i>(See: <a href="http://www.seminolecountyfl.gov/gm/planning/compplan.aspx">http://www.seminolecountyfl.gov/gm/planning/compplan.aspx</a>):</i>	
<div style="border: 1px solid black; height: 200px; width: 100%;"></div>	

**5. ASSESSMENT OF CONSISTENCY WITH THE CENTRAL FLORIDA REGIONAL GROWTH VISION**

Applicants shall identify one or more of the following six regional growth principles from the Central Florida Regional Growth Vision that are supported and/or furthered by this application.

(See: [http://www.myregion.org/clientuploads/pdfs/HSWG\\_final.pdf](http://www.myregion.org/clientuploads/pdfs/HSWG_final.pdf))

<i>Regional Growth Principles From The Central Florida Regional Growth Vision</i>	CHECK IF 'YES'
<b>PRESERVE</b> open space, recreational areas, farmland, water resources, and regionally significant natural areas.	
<b>PROVIDE</b> a variety of transportation choices.	✓
<b>FOSTER</b> distinct, attractive, and safe places to live.	✓
<b>ENCOURAGE</b> a diverse, globally competitive economy.	✓
<b>CREATE</b> a range of obtainable housing opportunities and choices.	
<b>BUILD</b> communities with educational, health care, and cultural amenities.	✓

**6. ASSESSMENT OF CONSISTENCY WITH THE EAST CENTRAL FLORIDA STRATEGIC REGIONAL POLICY PLAN**

Applicants shall identify one or more of the following policies of East Central Florida Strategic Regional Policy Plan. Applicant may also identify other policies of the East Central Florida Strategic Regional Policy Plan and explain how the application supports and furthers those policies. (See: <http://www.ecfrpc.org/Document-Library/SRPP.aspx>)

<b><i>Policies Of The East Central Florida Strategic Regional Policy Plan Furthered Or Supported By The Application</i></b>	CHECK IF 'YES'
Policy 3.9 - Development should avoid or properly mitigate adverse impacts to listed species.	✓
Policy 3.10 - Wildlife management and conservation areas should be protected from encroachment.	✓
Policy 3.18 - Development in the 100 year floodplain should be discouraged.	✓
Policy 4.1 - Promote integrated land use and multi-modal transportation strategies that support diverse economic centers.	
Policy 4.3 - Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.	✓
Policy 4.6 - Promote and preserve agriculture as a viable land use and integral economic industry.	
Policy 4.9 - Support efforts to retain and maximize traditional industrial sectors.	
Policy 4.10 - Promote the development and attraction of high-wage, value-added, and export-oriented technology and manufacturing industries.	
Policy 4.18 - Support efforts that integrate mixed income housing into existing, expanding and emerging job centers.	
Policy 5.3 - Promote a multi-modal transportation system that provides for the safe, efficient and cost effective movement of people and goods.	✓
Policy 5.9 - Promote compact, mixed-use development that reduces vehicle miles traveled.	✓
Policy 5.11 - Encourage transit-oriented and transit-ready developments proximate to transit stations.	
Policy 9.2 - Protect groundwater recharge areas.	✓
Policy 9.4 - Promote the incorporation of nonstructural methods of stormwater management.	
<p><i>List here other Policies of the East Central Florida Strategic Regional Policy Plan furthered or supported by the application:</i></p> <div data-bbox="230 1402 1377 1839" style="border: 1px solid black; height: 200px; width: 100%;"></div>	

## 7. COMPLETION OF DATA AND ANALYSIS REQUIREMENTS

This section of the application requires the applicant to assess a) whether there is sufficient facility capacity to serve the potential development under the changed land use, and b) whether the proposed land use amendment will impact a designated Special Area.

### a. Facility Capacity Impact Assessments

#### i. Utility Worksheets

The purpose of this facility analysis is to establish whether sufficient capacities are available or are planned to be available to support the proposed amendment. This facility analysis is required by the Future Land Use Element section entitled “Plan Amendment Standards of Review”.

Submitted worksheet calculations shall demonstrate that the service provider has sufficient surplus capacity to meet the proposed demand at the adopted Level of Service of the serving jurisdiction or at the unit demand standard provided by a private facility.

The worksheets are provided in a separate Adobe PDF document that can be opened with Adobe Reader. Entries made will automatically calculate certain fields. Once all fields are filled in, the worksheets can be printed directly to PDF or printed out and scanned to PDF and submitted with the application. Complete all worksheets, entering zero units or zero square footage if not applicable.

- Basic Information Worksheet 1 – Calculate the maximum number of units and square feet allowable under the proposed FLU and used in the following worksheets. **If the amendment is to PD FLU, enter the total number of units and/or square feet at bottom of sheet.**
- Potable Water Worksheet 2 - Test of facility capacity availability. Requires the applicant to contact the appropriate water utility if applicable.
  - a. If using well water, check box at top and make no entries
  - b. If utility does not provide the Available Capacity, check the box and submit with the application a letter from the utility confirming ability to serve.
  - c. If using Seminole County utility, levels of service are built in. Check the box in the title.
  - d. If using City/Private utility, enter the residential and non-residential Levels of Service and check the box in the title.
- Sanitary Sewer Worksheet 3 - Test of facility capacity availability. Auto-calculation.
  - a. If using septic, check box at top and make no entries
  - b. If utility does not provide the Available Capacity, check the box and submit with the application a letter from the utility confirming ability to serve.
  - c. If using Seminole County utility, levels of service are built in. Check the box in the title.
  - d. If using City/Private utility, enter the residential and non-residential Levels of Service and check the box in the title.
- Solid Waste Disposal Worksheet 4 – Calculation of capacity demand. Auto-calculation. This worksheet is completed only if residential units are proposed, the LOS incorporating associated non-residential demand. If only non-residential development is proposed, the worksheet is not calculated.
- Recreation/Open Space Worksheet 5 - Calculation of capacity demand. Requires an estimate of developed and total recreation/open space acres need to accommodate the land use. This worksheet is completed only if residential units are proposed. If no residential development is proposed, the worksheet is not calculated.

Separate from this Attachment A are two additional facility capacity impact assessments that must be completed and submitted. :

ii. School Board Assessment

Applicants must contact the Seminole County School Board, Facilities Planning Office, for a review and analysis of the impact of the proposed amendment. Contact the Facilities Planning Office at 407-320-0071 for direction in completing this analysis. A copy of the School Board's findings is to be included in the Board's agenda package.

iii. Transportation Assessment

Applicants must contact the Seminole County Planning and Development Division for guidance on the level of transportation assessment required. Contact Bill Wharton at 407-665-7398.

***PLEASE NOTE: This worksheet analysis is NOT a concurrency review and DOES NOT reserve facility capacity for any specific development.***

**b. Assessment of Need for Special Area Data and Analysis Evaluations**

Please check-off below those Special Areas identified at the Pre-Application Conference in which the parcel fall or would be affected by. Proceed to the Special Areas – Standards of Review on the next page and complete those topics which were checked off.

If you did not attend a Pre-Application Conference, call your Project Manager to confirm which Special Area(s) apply to your parcel(s).

<i>Is the amendment proposal for or involve one or more of the following?:</i>	Check if applicable:
1. An amendment from any FLU to Planned Development (PD) FLU	✓
2. An amendment seeking to:	
<ul style="list-style-type: none"> <li>• Change a future land use designation within the East Rural Area</li> </ul>	
<ul style="list-style-type: none"> <li>• Change the Rural Charter Boundary</li> </ul>	
<ul style="list-style-type: none"> <li>• Change the Urban/Rural Boundary</li> </ul>	
3. An amendment from Higher Intensity Planned Development and/or Industrial FLU that reduces previously projected employment opportunities	
4. An amendment within Wekiva River Protection Area	
5. An amendment within the East Lake Sylvan Transitional Area	
6. An amendment within the Econlockhatchee River Protection Area	
7. An amendment within or containing land affected by the Environmentally Sensitive Lands Overlay (ESLO)	

## SPECIAL AREAS STANDARDS OF REVIEW

**NOTE:**  
*Complete only the following Special Area topics  
which were checked off on the previous page in Section 5.b.*

### 1. Evaluation of Plan Amendments Proposing Planned Development (PD) Future Land Use Designation

In order to be considered for a Future Land Use amendment to a Planned Development (PD) future land use designation, an applicant must provide the following information in compliance with the Purpose and Intent Statement and Definition of the Planned Development Future Land Use designation, contained in the portion of the Seminole County Future Land Use Element entitled "Definitions of Future Land Use Designations and Overlays".

<b>Demonstrate Consistency with the Following Standards</b>
<p>All Applications for future land use designation to PD must be accompanied by a complete rezoning application, including an associated master development plan identifying maximum density and/or intensity of proposed uses. (See <i>Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications</i> for applicable zoning districts).</p> <p>Master Development Plan demonstrating maximum density and/or intensity and rezoning application are attached?</p> <p style="text-align: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p style="text-align: center;"><i>Note here any attachments to reference:</i></p> <div style="border: 1px solid black; height: 150px; padding: 5px;"><p>The Master Development Plan.</p></div>

**2. Evaluation of Amendments within the East Rural Area, Including Amendments to the Urban/Rural Boundary**

The County shall not consider amendments to parcels within the East Rural Area or to either the Rural Charter Boundary or the Urban/Rural Boundary, as depicted on *Exhibit FLU - Special Area Boundaries*, unless all of the following relevant information is provided .

**NOTE:** *The Board of County Commissioners shall transmit any required documentation and related support material to the State and Regional Reviewing agencies for review and comment prior to adoption.*

<b>East Rural Area Future Land Use Map Amendment</b>
<p><b>Demonstrate</b> the need to amend the land use in the East Rural Area– <i>Respond to topics as applicable:</i></p> <p>(1) Provide data and analysis to document that additional urban land is needed to accommodate population projections; housing demand (in particular, for affordable, workforce or obtainable housing in proximity to employment opportunities); or to achieve economic development goals/employment projections of the Seminole County Comprehensive Plan because of the lack of suitable vacant or redevelopable land within the urban area; or</p> <p>(2) Provide data and analysis to document that additional urban land is required to provide for a critically needed public facility, such as a public school, because of the lack of suitable vacant or redevelopable land within the urban area.</p> <p><i>Begin narrative below and/or note attachments to reference:</i></p>
<p><b>Demonstrate</b> the availability of sufficient urban facilities and services to meet the service demands of the proposed development, and the orderly, efficient and cost effective provision of such services.</p> <p><i>Begin narrative below and/or note attachments to reference:</i></p>

**Document** the protection of environmental and natural resources, including regionally significant natural areas. This documentation shall include an analysis showing that the amendment would not adversely affect the interconnected system of wetlands/uplands that exist in the East Rural Area. The analysis must describe how the amendment protects the wetlands/uplands systems, including:

- retaining the connectivity of wetlands
- retaining/improving the ecological quality of wetlands
- retaining the functional and structural values of wetlands in the Rural Area

*Begin narrative below and/or note attachments to reference:*

**Demonstrate** how the proposed amendment would be compatible with adjacent rural uses .

*Begin narrative below and/or note attachments to reference:*

**Home Rule Charter Rural Boundary Map Amendment**

If proposing to amend the Seminole County Home Rule Charter Rural Boundary, provide a detailed parcel map and a legal description of the subject property in digital format.

Provided?                      Yes \_\_\_\_ No \_\_\_\_

**Urban/Rural Boundary Map Amendment**

If proposing to amend the Seminole County Urban/Rural Boundary, provide a detailed parcel map.

Provided?                      Yes \_\_\_\_ No \_\_\_\_

**3. Evaluation of Amendments from Higher Intensity Planned Development or Industrial FLU to a Residential FLU or to Planned Development FLU**

This standard applies to a proposal for a future land use map amendment from an employment generating land use (Higher Intensity Planned Development or Industrial Future Land Use) to an exclusively residential land use designation. *(Note: a proposal for Planned Development (PD) future land use shall be considered "exclusively residential" if more than 90% of the proposed floor area within the development would be designated for residential use.)*

The designation of land areas for nonresidential use is intended to allow for future development of employment opportunities in Seminole County. Calculation of the number of nonresidential acres needed to accommodate employment is a part of the requirements of Chapter 163, Florida Statutes. In order to understand the impacts of the proposed change, the applicant must calculate the potential impact of the amendment on the County's jobs-to-housing balance.

<b>Demonstrate Consistency with the Following Standards</b>																						
<p>Using statistics obtained from the Florida Bureau of Economic and Business Research (BEBR) and the formula shown below, calculate whether the proposed land use amendment would reduce the County's jobs to housing ratio below the minimum standard of 1.0 jobs per housing unit. <i>(Reference: Seminole County Comprehensive Plan, Future Land Use Element, Standards Of Review - Category II, Data and Analysis, Section F.)</i></p> <p style="text-align: center;"><b>A/(B + C) = D</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">A.</td> <td style="width: 55%;">Current total County employment*</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; vertical-align: middle;">Divided by</td> </tr> <tr> <td>B.</td> <td>Total Housing Units*</td> <td style="border: 1px solid black; height: 20px;"></td> <td></td> </tr> <tr> <td>C.</td> <td>Number of new units under the proposed future land use change</td> <td style="border: 1px solid black; height: 20px;"></td> <td></td> </tr> <tr> <td>D.</td> <td>Total with amendment</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="vertical-align: middle;">B + C</td> </tr> <tr> <td>E.</td> <td>Jobs-to-housing ratio</td> <td style="border: 1px solid black; height: 20px;"></td> <td></td> </tr> </table>			A.	Current total County employment*		Divided by	B.	Total Housing Units*			C.	Number of new units under the proposed future land use change			D.	Total with amendment		B + C	E.	Jobs-to-housing ratio		
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B.	Total Housing Units*																					
C.	Number of new units under the proposed future land use change																					
D.	Total with amendment		B + C																			
E.	Jobs-to-housing ratio																					
<p><i>*Source: Florida Bureau of Economic and Business Research,-most recent year available</i></p>																						

#### 4. Plan Amendments Within The Wekiva River Protection Area

In order to be eligible for a Future Land Use Designation amendment within the Wekiva River Protection Area, as depicted in *Exhibit FLU - Special Area Boundaries*, an applicant for a Plan amendment shall comply with the requirements of Objective FLU 12 and its attendant policies; in particular, Policy FLU 12.2 (if within the East Lake Sylvan Transition Area), Policy FLU 12.3 (if outside of the East Lake Sylvan Transition Area), and Policy FLU 12.8.

**NOTE:** *Development activity (including the placing or depositing of fill within wetlands and the 100-year floodplain identified by FEMA), within the Wekiva River Protection Area shall be prohibited except in cases of overriding public interest.*

Demonstrate Consistency with the Following Standards	
<p>For purposes of allowing clustering of dwelling units to preserve environmentally significant features, but not for increasing allowable maximum densities, an application may propose the Planned Development future land use designation with an associated PD (Planned Development) zoning district. Such an application shall comply with the requirements for a PD Future Land Use amendment as shown above.</p> <p>Application includes rezoning application and Master Development Plan:</p>	<p>Yes ____ No ____</p>
<p>Subject property has a nonresidential Future Land Use designation and applicant is proposing an amendment to Suburban Estates or Recreation, consistent with Policy FLU 12.3.</p> <p>Applicant is proposing an amendment to Suburban Estates or Recreation. If "Yes", begin narrative below and/or note attachments to reference:</p>	<p>Yes ____ No ____</p>

**The proposal must conform to the Seminole County Comprehensive Plan and to these requirements of Part II, Chapter 369, Florida Statutes:**

369.305 Review of local comprehensive plans, land development regulations, Wekiva River development permits, and amendments.—

(1) It is the intent of the Legislature that Orange, Lake, and Seminole Counties emphasize the Wekiva River Protection Area in their planning and regulation efforts. Therefore, each county's local comprehensive plan and land development regulations applicable to the Wekiva River Protection Area must meet the following criteria:

(a) Each county's local comprehensive plan must contain goals, policies, and objectives that result in the protection of the:

1. Water quantity, water quality, and hydrology of the Wekiva River System;
2. Wetlands associated with the Wekiva River System;
3. Aquatic and wetland-dependent wildlife species associated with the Wekiva River System;
4. Habitat within the Wekiva River Protection Area of species designated pursuant to rules 39-27.003, 39-27.004, and 39-27.005, Florida Administrative Code; and
5. Native vegetation within the Wekiva River Protection Area.

(b) The various land uses and densities and intensities of development permitted by the local comprehensive plan shall protect the resources enumerated in paragraph (a) and the rural character of the Wekiva River Protection Area. The plan must also include:

1. Provisions that ensure the preservation of sufficient habitat for feeding, nesting, roosting, and resting so as to maintain viable populations of species designated pursuant to rules 39-27.003, 39-27.004, and 39-27.005, Florida Administrative Code, within the Wekiva River Protection Area.
2. Restrictions on the clearing of native vegetation within the 100-year flood plain.
3. Prohibition of development that is not low-density residential in nature, unless the development has less effect on natural resources than low-density residential development.
4. Provisions for setbacks along the Wekiva River for areas that do not fall within the protection zones established pursuant to s. [373.415](#).

5. Restrictions on intensity of development adjacent to publicly owned lands to prevent adverse impacts to such lands.

6. Restrictions on filling and alteration of wetlands in the Wekiva River Protection Area.

7. Provisions encouraging clustering of residential development if it promotes protection of environmentally sensitive areas and ensures that residential development in the aggregate is rural in density and character.

(c) The local comprehensive plan must require that the density or intensity of development permitted on parcels of property adjacent to the Wekiva River System be concentrated on those portions of the parcels which are the farthest from the surface waters and wetlands of the Wekiva River System.

(d) The local comprehensive plan must require that parcels of land adjacent to the surface waters and watercourses of the Wekiva River System not be subdivided so as to interfere with the implementation of protection zones as established pursuant to s. [373.415](#), any applicable setbacks from the surface waters in the Wekiva River System which are established by local governments, or the policy established in paragraph (c) of concentrating development in the Wekiva River Protection Area as far from the surface waters and wetlands of the Wekiva River System as practicable.

***Begin narrative below and/or note attachments to reference:***



## 6. Evaluation of Amendments Within The Econlockhatchee River Protection Area

The State Department of Environmental Protection has identified the Econlockhatchee River Protection Area as an “Outstanding Water”, based on authority given by Section 40C-41.063 (5), Florida Administrative Code. In order to be considered for a Future Land Use Amendment within the Econlockhatchee River Protection Area as depicted in *Exhibit FLU-Special Area Boundaries*, an applicant must demonstrate that the Performance Standards contained in Policy FLU 1.10 are met

Demonstrate Consistency with the Following Standards	
<p>1. Projects within this Protection Area must comply with restrictions that limit uses within a 550-foot development restriction zone (from stream’s edge of the channels of the Big Econlockhatchee River and the Little Econlockhatchee River) to the creation of wetlands and passive recreational uses.</p> <p>If the subject property contains lands located within the 550 development restriction zone, provide data to demonstrate that the subject property is large enough to meet this development restriction while complying with the requirements of the desired future land use and the requirements of the zoning district desired. <i>(Begin narrative below and/or note attachments to reference):</i></p>	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
<p>2. For property located within 1,100 feet landward as measured from the stream’s edge of the main channels of the Big Econlockhatchee River and the Little Econlockhatchee River, only residential uses are permitted except as stated otherwise in Part 57, Econlockhatchee River Protection Overlay Standards Classification, of the Land Development Code of Seminole County.</p> <p>Does the amendment propose a residential land use designation? <span style="float: right;">Yes ____ No ____</span></p>	
<p>3. All lands within 2,000 feet of stream’s edge, and lands identified on <i>Exhibit FLU: Areas of Archaeological Potential</i>, have the potential to contain significant archaeological resources.</p> <p>If the subject property contains lands within 2,000 feet of stream’s edge and/or contains lands identified on the aforementioned exhibit, provide data to demonstrate that the subject property is large enough to meet the requirements of the proposed land use and zoning district, and preserve potentially significant archaeological features, or provide an archaeological survey (conducted by a state certified archaeologist) verifying that no significant resources are present. <i>(Begin narrative below and/or note attachments to reference):</i></p>	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>

**Demonstrate Consistency with the Following Standards**

4. Minimal removal of native habitats is permitted within the Econlockhatchee River Protection Area, including limits on fragmentation of forested habitats, and limitations on any additional crossings of the river system.

Provide data to demonstrate that the subject property is large enough to meet the requirements of the proposed land use and zoning district while limiting fragmentation of forest habitats and/or additional river crossings in order to prevent disturbance of native habitats through .

*Begin narrative below and/or note attachments to reference:*

**NOTE:** *If any portion of the subject property is within the Environmentally Sensitive Lands Overlay, complete also the Evaluation of Amendments within the ESLO. Critical upland habitat and environmentally sensitive lands (see Exhibit FLU: FLU Series – Exhibit Environmentally Sensitive Lands Overlay) are required to be protected within the Econlockhatchee River Protection Area.*

**7. Evaluation of Amendments Within The Environmentally Sensitive Lands Overlay (ESLO)**

**Demonstrate Consistency with the Following Standards**

Provide data to verify that the subject property is large enough to meet the standards required by the proposed future land use and zoning district and also comply with the requirements of *Policy FLU 1.3 Wetlands Protection* and *Policy CON 7.4 Wetland Regulation – Buffers, Performance Standards and Compatibility*, part D - Wetland Compatibility Criteria. These policies prohibit encroachment on locally significant wetlands except for construction of, or improvement of, public facilities that benefit the general public.

The ESLO is comprised of floodprone and wetlands that may exist in any combination on a parcel. These areas are graphically depicted on either of the following websites:

- [http://www.seminolecountyfl.gov/is/pdf/Information\\_Kiosk\\_Help.pdf](http://www.seminolecountyfl.gov/is/pdf/Information_Kiosk_Help.pdf)
- <http://www.scpafl.org/>

**NOTE:** If applicant is proposing *Planned Development (PD)* land use, the *Master Development Plan* must show location of protected environmentally sensitive areas.

**NOTE:** Development activity (including the placing or depositing of fill within wetlands and the 100-year floodplain identified by FEMA), within the *Wekiva River Protection Area* shall be prohibited except in cases of overriding public interest.

***Begin narrative below and/or note attachments to reference:***

**SEMINOLE COUNTY  
LOCAL PLANNING AGENCY/  
PLANNING AND ZONING COMMISSION  
COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
BOARD CHAMBERS, ROOM 1028**

**WEDNESDAY, MAY 1, 2024  
6:00 PM**

**MINUTES**

**CALL TO ORDER AND ROLL CALL**

*Present (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

*Absent (3): Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre\*, and Commissioner Tim Smith*

*\* Commissioner Lourdes Aguirre arrived at 6:35 PM*

**ACCEPT PROOF OF PUBLICATION**

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to approve the Proof of Publication. The motion passed unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**APPROVAL OF MINUTES**

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve the April 3, 2024 Minutes, as submitted. The motion passed unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**PUBLIC HEARING ITEMS**

**Rivas Commercial Rezone** – Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W SR 426, approximately 500 feet north of Connection Point; (PMJS Development Solutions, LLC., Applicant) District1 - Dallari (**Joy Giles, Principal Planner**).

Joy Giles, Principal Planner, presented this item as stated in the Staff report. She further stated the subject site is currently developed as a single family residence under the existing A-1 zoning classification. The Applicant is requesting a rezone from A-1 to C-3 to re-develop the property from a single family residence to an undetermined commercial development in compliance with the C-3 (General Commercial & Wholesale) zoning regulations. The property has an existing Future Land Use of Industrial, which permits the requested C-3 zoning classification. The property has an existing access onto W SR 426, which is classified as an Urban Principal Arterial roadway. There is an existing fourteen (14) foot wide paved trail, known as the Cross Seminole Trail, located along the west side of W SR 426; therefore, the developer will not be required to construct a sidewalk along the right-of-way. 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, maximum F.A.R., and evaluated for buffer requirements at that time. The purpose and intent of the existing Industrial Future Land Use is to have a variety of heavy commercial and industrial land uses oriented towards wholesale distribution, storage, manufacturing, and other industrial uses. The land use should be located with direct access to rail systems, collector and arterial roadways, and as infill development where uses are established. As previously stated, SR 426 is an Urban Principal Arterial roadway, and as such, meets the intent of the Comprehensive Plan. Under Comprehensive Plan Policy FLU 17.5, Evaluation Criteria of Property Rights Assertions; the reasonable use of property is a use which 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 principles. Staff finds the requested rezone from A-1 to C-3 to be consistent with the Comprehensive Plan and compatible with the surrounding trend of development in the area. All of the properties on the west side of W SR 426, lying south of W Chapman Road and north of Aloma Woods, have an Industrial Future Land Use which allows for Industrial, Commercial, and Office uses, and permits the requested C-3 zoning district. Further, the properties to the west and south are zoned to permit C-1 (Retail Commercial), C-3 (General Commercial & Wholesale), and M-1A (Very Light Industrial) uses. Therefore, Staff requests approval of this request.

Commissioner Richard Jerman asked why this request is for a C-3 zoning when it is next door to C-1 zoning. Ms. Giles responded that C-3 is a permitted zoning under the Industrial Future Land Use and there are C-3 uses approved in the area. Therefore, Staff felt it was compatible, which is what the applicant requested.

Philip Hollis, PMJS Development Solutions, of New Smyrna Beach, Florida, stated that he is representing the applicant, Mr. Rivas. Mr. Hollis concurs with Staff's comments and is available to answer any questions from the Board.

Audience participation included the following in support of this request:

Brian Taylor, of Longwood, Florida, stated that he is in full agreement with the project and a thinks it is a great fit for what is occurring on Aloma. He is a next door adjoining property owner and thinks this request should be approved.

No one else from the audience spoke in support or in opposition to this request.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa

Lawhun to **approve and refer** the Rivas Commercial Rezone to the Board of County Commissioners. The motion carried unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**Lake Emma Self-Storage Small Scale Future Land Use Map Amendment and PD Rezone** – Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard; (Huber Group, LLC., Applicant) District4 – Lockhart (**Joy Giles, Principal Planner**).

Joy Giles, Principal Planner, presented this item as stated in the Staff report. She further stated that the subject site is currently developed as a retail commercial center in compliance with the existing Commercial Future Land Use in the C-2 (Retail Commercial) zoning district. The Applicant proposes to re-develop the property from the 15,000 square foot multi-tenant commercial building to a self-storage facility with a Floor Area Ratio (F.A.R.) of 1.96, and a maximum building height of 50 feet. The Seminole County Land Development Code (SCLDC) classifies self-storage as an Industrial use, which is not permitted under the existing Commercial Future Land Use designation. The Commercial Future Land Use has a maximum Floor Area Ratio (F.A.R.) of 0.35, and the Industrial Future Land Use has a maximum F.A.R. of 0.65. Therefore, the Applicant is requesting a Future Land Use amendment to Planned Development, which provides for a variety of intensities and uses. The site is located within the Lake Mary Boulevard Gateway Corridor Overlay. The purpose and intent of the overlay is to provide uniform design standards to establish high quality and well landscaped development; prevent visual pollution of building heights that may not be compatible with the surrounding character of development; and maximize traffic circulation functions from the standpoint of safety, roadway capacity, and vehicular movements. The Overlay restricts the maximum building height for all structures to thirty-five (35) feet; requires a minimum fifteen (15) foot wide landscape buffer along the west perimeter adjacent to Lake Emma Road, with specific buffer components; and requires a minimum fifty (50) foot building setback. The Applicant is requesting a variance from the maximum building height and minimum landscape buffer requirement, through the PD rezone process, to allow for a maximum building height of fifty (50) feet and a reduced landscape buffer along Lake Emma Road to five (5) feet. The proposed Master Development Plan in the Board's agenda, as well as the agenda report, states that the Applicant is requesting a building setback of twenty-five (25) feet, which is also a variance from the required fifty (50) foot setback required in the Overlay. However, Staff had a discussion with the Applicant and are amenable to providing a fifty (50) foot building setback. The Applicant's justification statement for the requested PD zoning references three (3) existing commercial establishments for comparable building heights, as follows:

1. The Top Golf entertainment establishment is approximately ¼ mile south of the subject site and located in the City of Lake Mary;
2. The Academy Sports retail store is located in the shopping center directly behind the subject site and located in unincorporated Seminole County within the Lake Mary Boulevard Gateway Corridor Overlay;
3. The Hyatt Place Lake Mary hotel is located approximately ½ mile west of the subject

site and located in unincorporated Seminole County and within the Lake Mary Boulevard Gateway Corridor Overlay.

Staff has evaluated the justification statement and has determined the following:

- The Top Golf facility is within the City of Lake Mary's jurisdiction and not located within the Lake Mary Boulevard Gateway Corridor Overlay, therefore it is not required to meet the standards of the thirty-five (35) foot building height.
- The Academy Sports retail store is located in unincorporated Seminole County's jurisdiction and has a maximum building height of thirty-five (35) feet. It does have a parapet higher than that, but the building itself meets the thirty-five (35) foot requirement.
- The Hyatt Place Lake Mary hotel is located in unincorporated Seminole County's jurisdiction, which was approved in 1993, three (3) years after the Overlay was adopted, with a building height of 45 feet. The hotel was considered to be compatible with its height due to its proximity to the I-4 Ramp.

The development proposes to utilize the existing access onto Lake Emma Road, which is classified as an Urban Major Collector. Public Works has concerns about the existing access in relation to large moving trucks and trailer's ability to maneuver in and out of the site. If the proposed development is approved by the Board, the existing access and median will be further evaluated to determine if a left-turn median cut will need to be removed and re-designed to channelize traffic flow.

The Comprehensive Plan sets forth criteria to evaluate proposed Future Land Use Amendments for compatibility. These criteria include whether the character of the surrounding area has changed enough to warrant a different land use and intensity. The surrounding area along Lake Mary Boulevard from I-4 to Rinehart Road primarily consists of office and retail commercial development located in unincorporated Seminole County as well as the City of Lake Mary. Seminole County's Commercial Future Land Use limits the F.A.R. to 0.35 and does not permit Industrial uses such as Self-Storage. The Seminole County Land Development Code sets forth criteria for approving Planned Developments. The proposed development must be consistent with the Comprehensive Plan and effectively implement the performance criteria contained therein. In addition, it must be determined that the proposed development cannot reasonably be implemented through existing provisions of the Land Development Code, and that the PD zoning would result in greater benefits to the County than that under a conventional zoning. While the proposed development meets the minimum required open space of twenty-five (25) percent for the PD zoning designation and proposed building setback in compliance with the Overlay, the Master Development Plan has not demonstrated how the PD zoning results in greater benefits to the County than development under conventional zoning as follows:

- The proposed five (5) foot wide landscape buffer along Lake Emma Road does not meet the minimum twenty-five (25) foot buffer requirement that our standard Land Development Code buffer ordinance would require, nor does it meet the minimum fifteen (15) foot wide buffer requirement of the Lake Mary Boulevard Gateway Corridor Overlay.
- The proposed building height of 50 feet is not in compliance with the overlay and is out of character for the area.

- The proposed F.A.R. of 1.96 is much more intense than the surrounding commercial developments with a maximum F.A.R. of 0.35.
- The Industrial use of self-storage is not consistent with the surrounding established commercial uses.

Staff finds the requested Future Land Use Amendment and PD Rezone to be:

- Inconsistent with Comprehensive Plan Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification
- Inconsistent with Seminole County Land Development Code Part 25 - PD Planned Development Sec. 30.443 - Review Criteria
- Part 56 - Lake Mary Boulevard Gateway Corridor Overlay Standards Sec. 30.1065 - Building height
- Sec. 30.1066. - Required corridor buffer width
- Sec. 30.1066(b) - Required corridor buffer plantings and placement
- Sec. 30.1071 - Additional zoning variance criteria

Therefore, Staff requests that the Board of County Commissioners deny the requested Small Scale Future Land Use Map Amendment and concurrent Rezone as per the following:

- 1) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Comprehensive Plan and moves to deny the requested Small Scale Future Land Use Map Amendment from Commercial to Planned Development; and
- 2) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Seminole County Land Development Code and moves to deny the requested Rezone from C-2 (Retail Commercial) to PD (Planned Development), any associated Development Order and Master Development Plan.

Commissioner Carissa Lawhun asked what is on the site currently. Ms. Giles responded that it is currently a commercial center with a restaurant and vacant occupancy. Ms. Giles showed on the overhead map where the Corridor is located, which is west of I-4 to Markham Road and east to Sanford Avenue. She further stated that from the center line of Lake Mary Boulevard, the Corridor runs south and north 320 feet.

Commissioner Richard Jerman asked how many feet this proposed development is from the center line. Ms. Giles responded that it is 291 feet from the center line or approximately 29 feet away.

David Stokes, of Madden, Moorhead & Stokes in Maitland, on behalf of the applicant, the Huber Group, along with Alan Bradley with the Huber Group is also here tonight. Mr. Stokes stated the following:

- This property was established in the 1980's with retail and commercial uses.
- Access is through an easement that also serves an abutting gas station.
- The area has changed over the years, which he feels is important, as well as the specifics of some of the criteria.
- The initial submission by the applicant was a five (5) story, sixty (60) foot high building.

- Through the process and negotiating with Staff, it has been reduced to a four (4) story, fifty (50) foot high building.
- Some of the comments from the Staff report about building finishes, window treatments, etc. have been agreed to by the applicant, outside of the stone or brick criteria; as they don't feel that is applicable to the style of the self-storage project.
- The access and buffer along Lake Emma Road are tied together.
- Using slides shown on the overhead, Mr. Stokes showed the elevation of the building and exhibits also provided to Staff in their report.
- Regarding the distance from the Lake Mary Boulevard Gateway Corridor Overlay, being a 320 foot distance from the center line of Lake Mary Boulevard, the exhibit showed the building relative to that.
- The building itself is 304 feet from the center line.
- On the western side, the building is 312 feet from the center line.
- The Overlay states that any building within 320 feet has to comply with the Corridor criteria.
- They feel that what is important is that the property does not front Lake Mary Boulevard, it fronts Lake Emma Road and it has since the 1980's.
- The amount of encroachment as well as the proximity of how the property fronts matters, which is where the access is from.
- There is a gas station between them and the road and a large shopping center that surrounds them.
- From the standpoint of needing a larger buffer, they have two existing physical fixed points for vehicles to access the property; the easement and the existing gas station.
- This requires at entry to turn quickly north to get to the property.
- The ability to provide a fifteen (15) foot wide buffer would require moving the driveway that exists on someone else's property, which they can't control.
- They know the other properties they reference are a little far away, in terms of not being directly adjacent to the project, but they believe are still in the general area; the hotel, Academy retail store, and Top Golf.

Neysa Borkert, Deputy County Attorney, stated that this property is located in the Lake Mary Boulevard Gateway Corridor Overlay and the landscape buffers are required to be twenty five (25) feet. She understands the applicant's request is for a five (5) foot landscape buffer, but there is a provision of the Code that pertains to additional variance requirements, which allows for a ten (10) foot buffer minimum if you're less than 200 feet in depth, which this property is more than that. The applicant is requesting a reduction in buffer to five (5) feet in order to make the site work. She asked the applicant why they believe they can go to five (5) feet when the minimum is ten (10) feet. In her opinion, she states that they cannot go down to five (5) feet, because the minimum requires no less than ten (10) feet, providing the depth is less than 200 feet. Ms. Borkert asked the applicant if there was something more the applicant would like to add to their reason for a further reduction.

Mr. Stokes, for the applicant, responded that the reasons are because of the two existing easements and existing access points; 1) the driveway is fixed off of Lake Emma, and 2) the driveway to the north (of the adjacent property), is also fixed because they don't own or control that access. This reduction was prompted because of these restrictions.

Ms. Borkert asked how wide the access easement is and Mr. Stokes responded that the drive aisles are roughly twenty (20) feet wide.

Commissioner Jerman asked how much space is in-between the drive aisle and the proposed building. Mr. Stokes responded that the drive aisle (north/south portion) is roughly seventy (70) feet to the building. He further stated that on their plan they have parking spaces with a dividing island to separate the drive-through for the storage facility to accommodate those dropping off their storage items without restricting access through the easement to the north.

Additional discussion ensued regarding the proposed placement of the drive aisles, the landscape buffer, access, and the building.

***\* Commissioner Lourdes Aguirre arrived at 6:35 PM during the presentation of this item***

Mr. Stokes showed a slide of the proposed plan with the addition of the future I-4 off-ramps, which will eventually, directly connect to Lake Emma Road. Mr. Stokes stated that today, the intersection of Lake Mary Boulevard and Lake Emma Road is a pinch-point and a challenging intersection. This ramp re-design improvement by the Department of Transportation (DOT) will funnel all trips that would be traveling on Lake Mary Boulevard and turning onto Lake Emma Road to funnel directly to Lake Emma Road. This change is in the works, but has not started yet.

Commissioner Jerman asked if they agreed to an additional building setback and Mr. Stokes responded yes, they do agree to that. He further stated that the plan already meets the building setback, as the building is set back more than the required fifty (50) feet, which they comply with.

Audience participation included the following speaker:

1. Steven Garcia, a tenant of the Shoppes of Lake Emma, Suite 109. Their business is called BLENDS at Lake Mary, which is a healthy café including protein shakes and donuts. They've been at this location for one (1) year. This proposed plan is new to them and they found out about one week ago when the placard sign went up. There is a lot of traffic on the roads in that area and it will be difficult to have this type of building at this location, which is out of character for this neighborhood. A storage unit at that location would hinder what is already there. They appreciate having the opportunity to be located in this area and serving the community.

No one spoke in favor of this project.

Commissioner Jerman asked Ms. Giles if she felt differently about Staff's recommendations, considering Mr. Stokes presentation and further discussion. Ms. Giles responded that it doesn't change Staff's recommendation, because it doesn't meet the requirements of the Overlay. She further stated that the only variance to the Overlay is what Neysa previously mentioned, which is the required landscape buffer can be reduced to a ten (10) foot buffer only if the depth of the lot does not meet the 200 foot minimum.

Commissioner Jerman asked Ms. Giles if she didn't like the compromise that Mr. Stokes was offering and Ms. Giles responded that she appreciates the compromise, but she has to look at the Code as it is stated and that's the only way the Overlay allows for the landscape variance. Commissioner Jerman stated that there is an easement that can't be planted in and no way to solve that problem. He further stated that anybody who builds there will have the same problem.

Neysa Borkert, Deputy County Attorney, stated that there are a couple of questions resulting from the applicant's presentation. One is whether or not the twenty (20) foot planting area can be utilized in the island, on the north side, and the south side depending on the width, to count toward the buffer. She further stated that in any case the Code does not allow for the applicant to go to five (5) feet. It provides for ten (10) feet if less than 200 feet, and they have approximately 219 feet in width. A variance can be conceivably granted between twenty-five (25) feet and ten (10) feet, for fifteen (15) feet, because fifteen (15) doesn't require the lesser width provision. In summary, no on the five (5) feet, they don't meet the ten (10) feet, but they could do something in-between 10 and 25 feet. Planning Staff would have to look at whether or not they could count the width and planting areas in the top and bottom towards the width, and maybe they could get there.

Ms. Giles stated that during review discussions with the applicant, Staff recommended that the existing retention pond along the west side be moved in order to provide buffer area and the applicant wanted to utilize the existing pond as it is and not use that for a buffer. Staff recommended that since the site is being re-developed, that it be re-developed all the way to provide the most space possible for the buffer area. Overall, they felt there was more room for give and take.

Commissioner Jerman stated that this Board use to get options for motions, such as deny or recommend approval, but in this request, Staff only included two motions to deny and nothing to approve it. He asked why this was changed.

Ms. Borkert responded that this requested action is Staff's recommendation, but Staff can still provide the Board with an alternate motion, which she's not sure why procedurally that changed. She continued by stating that the Board has a Staff report that recommends denial and therefore describes the evidence as to why the Board should deny the request and the applicant's testimony as to why it should be approved. Testimony is on the record from both sides. If the Board approves the request, then they have to make the approval based on the applicant's testimony and information provided and also since Staff is recommending denial of the request, there was no Development Order prepared, but the applicant did provide a Development Order. Therefore, the Board's recommendation for approval should include, not only the approval of the Comprehensive Plan, but also the rezoning with the PD Development Order that the applicant provided. If the Board wants changes to the provided Development Order, the Board would have to state that for the record in their motion.

Commissioner Jerman asked to speak to the applicant and stated that he thought there were things that could be worked out. He asked the applicant if they wanted to continue the item or do they want this Board to determine the action and move forward.

Mr. Stokes responded that the landscape buffer may make a difference. He further stated that the challenge in the buffer, as typically applied, would put the easement in the retention

pond. They would like the buffer language to be stated as follows, which would be reasonable to them:

- Allow, where not in conflict with the easement, trees be planted on the side slopes of the pond, and
- The pond is allowed within the buffer, and
- Allow plantings to be relocated to other areas of the property, such as in-between the building and Lake Emma Road, and
- Not counting it as a buffer, but rather say they can move plantings there, in order to achieve plant criteria that Staff and the buffer are asking for

Dale Hall, Planning & Development Manager, stated that there was a list of items that did not meet the criteria of our Code and the Comp Plan. The buffer width is one of the items, but there are still several issues with incompatibility, land use, rezoning, and building height that goes beyond just the landscape issues. (*Listed below are the items referenced on the overhead*):

Staff finds the requested Future Land Use Amendment and PD Rezone to be:

- Inconsistent with Comprehensive Plan Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification.
- Inconsistent with Seminole County Land Development Code Part 25 – PD Planned Development Sec. 30.443 – Review Criteria
- And inconsistent with Part 56 – Lake Mary Boulevard Gateway Corridor Overlay Standards for the following sections:
  - Sec. 30.1065. - Building height
  - Sec. 30.1066. - Required corridor buffer width
  - Sec. 30.1066(b). - Required corridor buffer plantings and placement
  - Sec. 30.1071. – Additional zoning variance criteria

Commissioner Jerman commented that this is a very difficult property and what is there now could use some re-development and an improvement from what's there. He further stated that he doesn't think Staff took that into consideration to find ways to help this.

Alan Bradley, the applicant, stated he is with the Huber Group. He further stated that his company originally developed this Center in the 1980's and they've been landlords since then. A lot has changed since the 1980's. They're looking at a project that has lived its life and it's ready for a new life, as changes over time occur. There's not much language in Seminole County for infill re-development. Self-storage is not an Industrial use when you really touch and feel it. It's really a retail use and a use that is necessary for life changes. They follow community, families and homes. They don't build on the outskirts of town and wait for houses to follow. This is a unique opportunity for them in finding their way of how this meets the desires of Seminole County. They're providing a necessary service and do a lot of in-house studies of how they market, who they look for, and where they go. This area is greatly under-served for their product. Floor Area Ratio (F.A.R.) wants you to build a sea of parking with a tiny building that's only 30% of the whole lot. This land is a very small infill piece of land and under 1.5 acres. What is existing there now is a very large F.A.R. compared to what Code typically allows, but it's the typical 100 parking spaces and a tiny little building.

Today, they have a building that sits on the property line with minimal landscaping, maximal lot development. They're actually increasing open space with their proposed plan and decreasing parking. They're cutting their proposed trips – as trip generation is a big deal in heavily congested areas like this – and cutting them in half. When looking at square footage increasing, it's because this is a passive use and an extension of a home. This is something very necessary for a lot of the new development that comes into Seminole County. They feel they are providing something that is very compatible with the area. They're not proposing to build this in the middle of a residential part of Seminole County and they're not asking to build this on a two lane dirt road at a dead-end. They're asking to build this at a reasonable intersection that does not have residential uses adjacent to affect someone's life, but asking to use a Commercial use in place of a Commercial use. They're asking to decrease traffic on an already strained network, in exchange for that they're asking to build at a size that is appropriate for the area and economics, which is to be four (4) stories high and fifty (50) feet, of which is in character with waivers that have been granted in the past as they proved by the hotel to the west. They're on the outskirts of the Lake Mary Overlay, without fronting on Lake Mary Boulevard. They would like to breathe new life into this location to take a tired, blighted, and difficult to run shopping center and replace it with something that serves the community, brand new, looks great, and brings a lot more revenue to the tax role than what's currently there.

Chairman Dan Lopez commented that he likes Commissioner Jerman's suggestion of tabling this project to see if some of these items can be addressed.

Commissioner Jerman commented that they're close enough and the only couple of issues is that the building height, which they're getting penalized for, because they're twenty (20) feet inside some "phony-boloney" Overlay that doesn't really mean anything. They've worked out the building setbacks, which is okay. He thinks there is a resolution with the landscape buffer issue. He doesn't see any issues prohibiting this from moving forward. He stated that the Development Order will need to be reviewed again by Staff and they can make a recommendation for approval to the Board of County Commissioners.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo to **approve and refer** the Lake Emma Self-Storage Small Scale Future Land Use Amendment and PD Rezone and Master Development Plan to the Board of County Commissioners; **to include the resolution of the buffer issue per the Applicant's recommendations and to work with Staff prior to the next BCC meeting.** The motion carried unanimously.

Commissioner Carissa Lawhun stated that after reading through the agenda packet, she felt there were a lot of asks and little attempt at compliance. She didn't see much of a benefit to the community. Her position has been swayed by the applicant's statement and she supports the motion for approval.

Commissioner Lourdes Aguirre stated that she agrees, after Mr. Bradley's presentation, that times change and the need is there. She supports the motion for approval.

*Ayes (5): Chairman Dan Lopez, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

## **CLOSING BUSINESS**

Dale Hall, Planning & Development Manager, stated that the next P&Z Commission meeting is scheduled for July 3, 2024. The following day is the July 4<sup>th</sup> holiday. Also, on September 4, 2024 is the P&Z Commission meeting, which is two days after the Labor Day holiday. He is bringing it up for the Commission to see if there are any potential conflicts with their schedules and if they would like to propose an alternate meeting date or keep it as scheduled. Commissioner Richard Jerman proposed moving the July 3, 2024 meeting to July 10, 2024. He doesn't feel the September 4, 2024 date needs to be moved.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to move the regular meeting of the P&Z Commission from July 3, 2024 to July 10, 2024 at 6:00 PM. The motion passed unanimously.

## **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:08 P.M.

# DEVELOPMENT SERVICES PUBLIC HEARING ITEMS

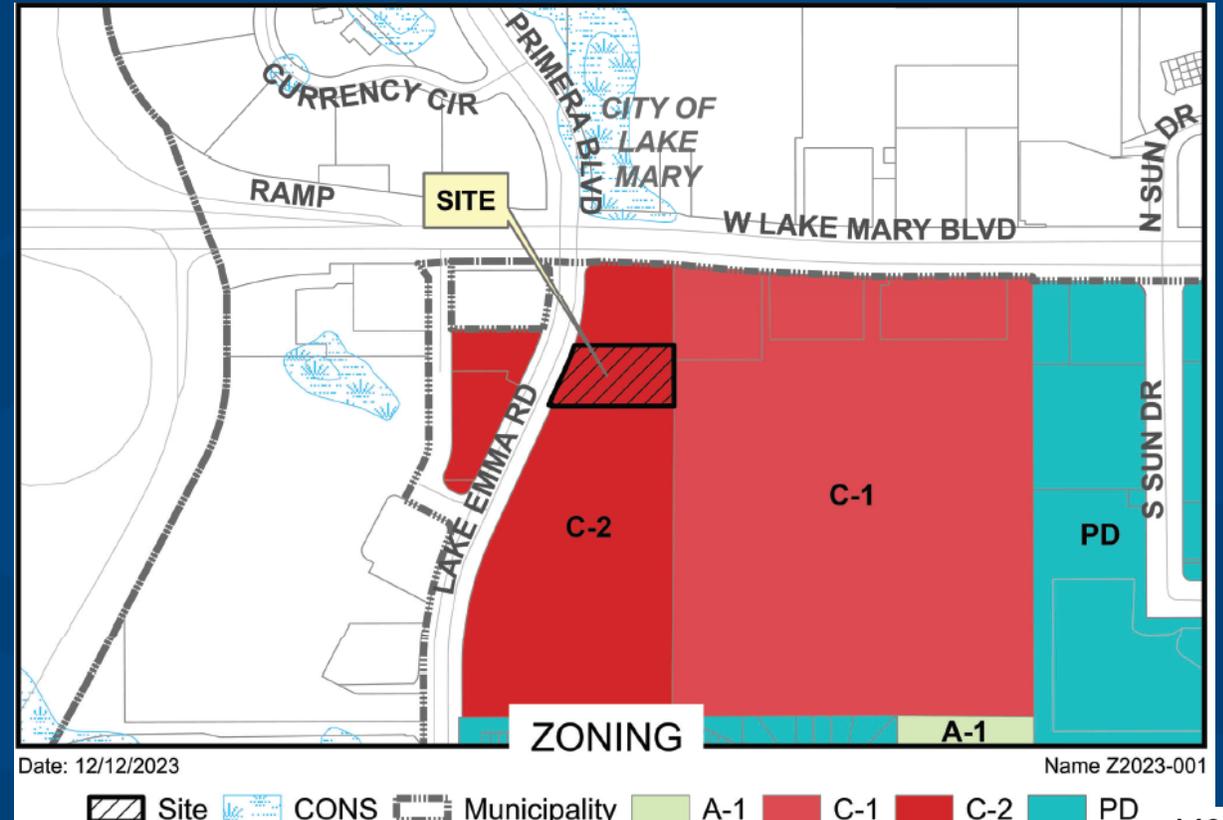
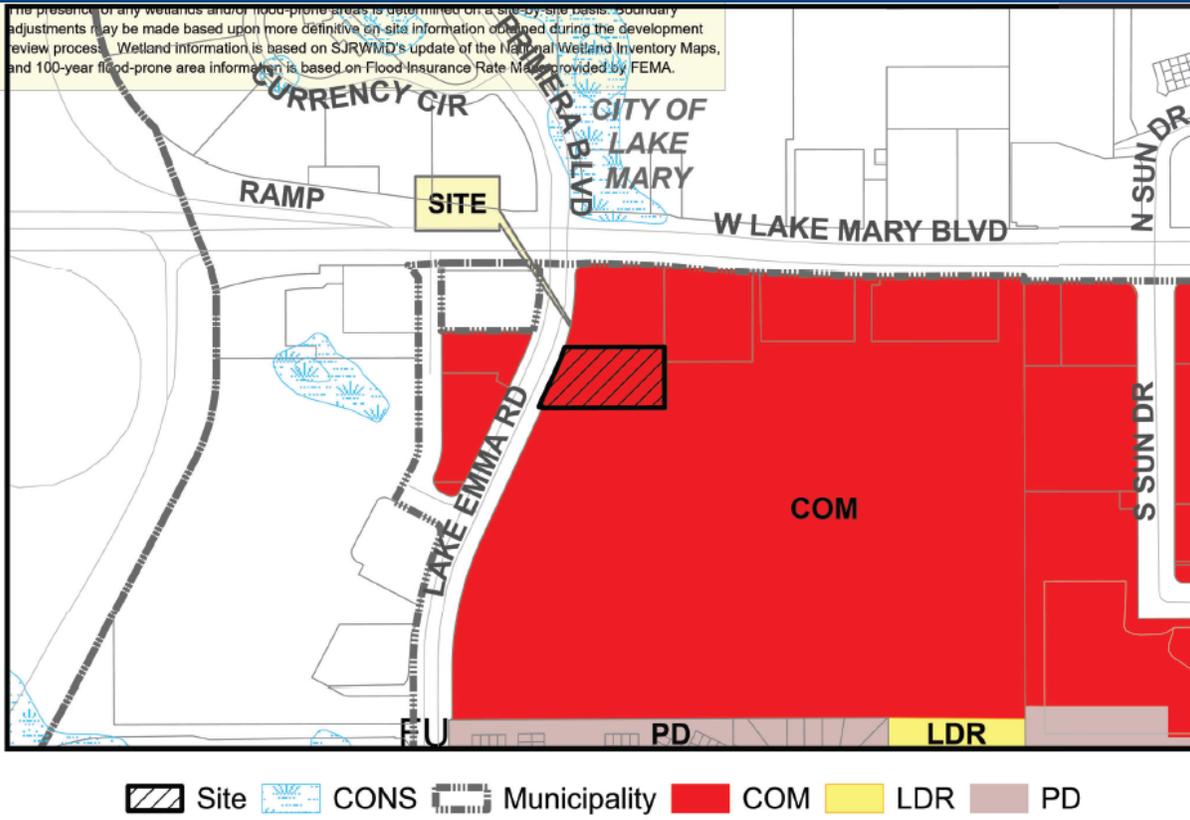
Board of County Commissioners Meeting  
June 11, 2024

# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

**Applicant:** Huber Group, LLC

**Request:** Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard.

# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE



Date: 12/12/2023

Name Z2023-001

# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE





# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

## The Purpose and Intent of the Lake Mary Gateway Corridor Overlay :

- To insure the roadway is developed into a well landscaped, scenic gateway;
- To provide uniform design standards to establish high quality development;
- To prevent visual pollution caused by unplanned and uncoordinated uses, buildings and structures;
- To maximize traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;
- To maintains and enhance property values;
- To preserve natural features to the extent practicable; and to recognize and make allowances for existing uses and buildings.

# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

## Lake Mary Gateway Corridor Overlay

### Criteria:

- Building setback of 50 feet.
- Maximum building height of 35 feet.
- Minimum buffer width of 15 feet along Lake Emma Road.

## The Applicants Proposal:

- Building setback of 50 feet.
- Maximum building height of 50 feet.
- Minimum buffer width of 5 feet along Lake Emma Road.

# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

## Proposed Building Rendering

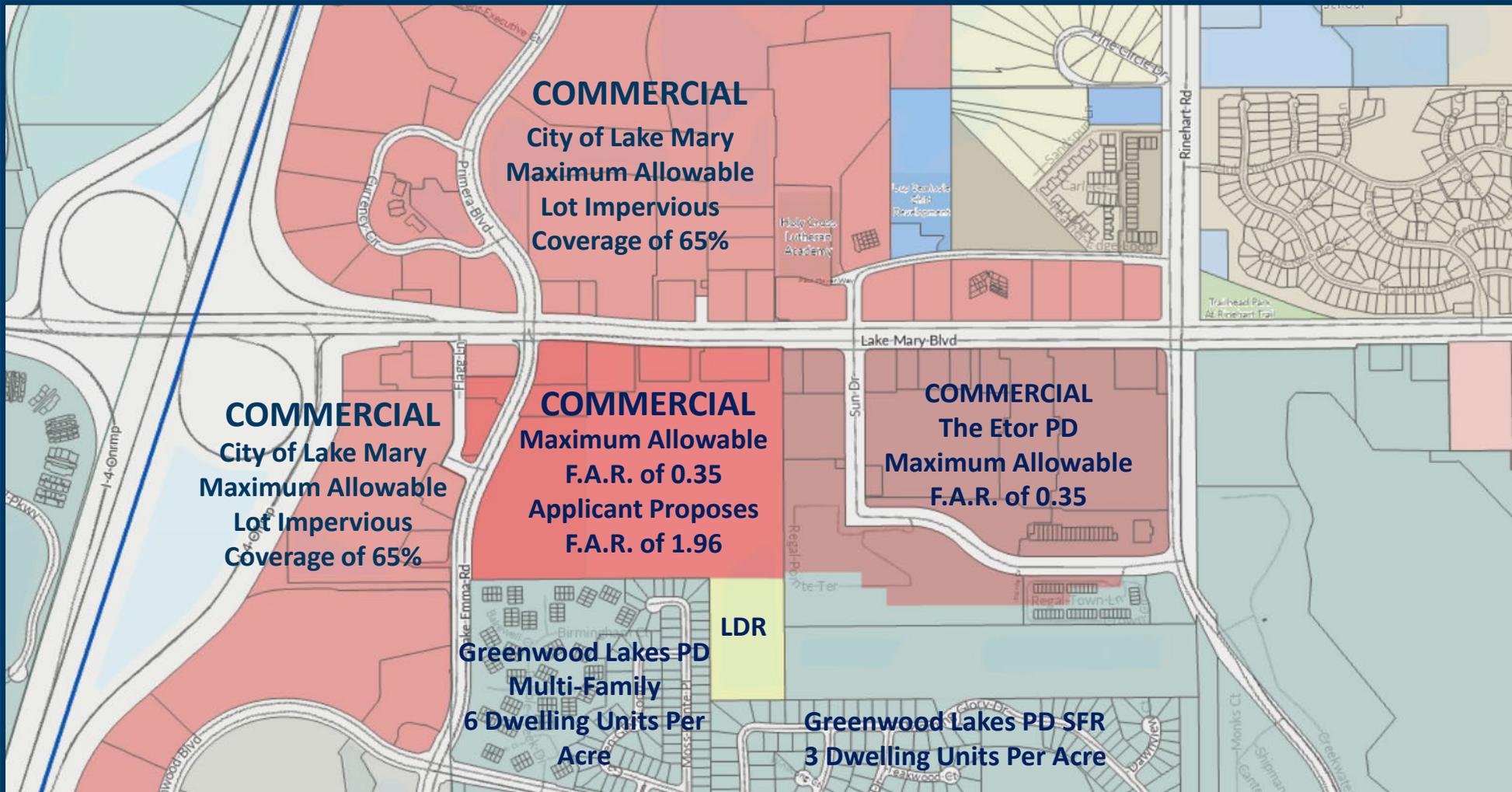


# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

SURROUNDING BUILDING HEIGHT COMPARISON



# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE



# LAKE EMMA SELF-STORAGE SSFLUMA & REZONE

In conclusion Staff finds the requested Future Land Use Amendment and PD Rezone to be:

- Inconsistent with Comprehensive Plan Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification.
- Inconsistent with Seminole County Land Development Code Part 25 – PD Planned Development Sec. 30.443 – Review Criteria
- Inconsistent with Part 56 – Lake Mary Boulevard Gateway Corridor Overlay Standards for the following sections:
  - Sec. 30.1065. - Building height
  - Sec. 30.1066. - Required corridor buffer width
  - Sec. 30.1066(b). - Required corridor buffer plantings and placement
  - Sec. 30.1071. – Additional zoning variance criteria

# **LAKE EMMA SELF-STORAGE SSFLUMA & REZONE**

## **Requested Board Action:**

**Staff requests that the Board of County Commissioners deny the requested Small Scale Future Land Use Map Amendment and concurrent Rezone as per the following:**

- 1) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Comprehensive Plan and moves to deny the requested Small Scale Future Land Use Map Amendment from Commercial to Planned Development; and**
- 2) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Seminole County Land Development Code and moves to deny the requested Rezone from C-2 (Retail Commercial) to PD (Planned Development), any associated Development Order and Master Development Plan.**

**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 6851, PAGE 1735.

THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND LOCATED IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL 1 (FEE SIMPLE ESTATE)

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE WEST HALF, OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, 420.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE (40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 212.24 FEET TO THE EAST LINE OF THE WEST HALF, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE 172.64 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 358.54 FEET TO THE EAST RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE THEREOF THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 25 DEGREES 15 MINUTES 52 SECONDS EAST, 116.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 605.21 FEET; THENCE RUN NORTHEASTERLY 72.80 FEET ALONG THE ARC THEREOF, THRU A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 22 SECONDS TO A POINT ON SAID CURVE; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST (PARALLEL WITH THE NORTH LINE OF SAID SECTION 18), 282.58 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT ESTATE)

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY WAYNE L. CARSE TO THOMAS E. MOORE, AS TRUSTEE IN EASEMENT DEED RECORDED JANUARY 13, 1987, IN OFFICIAL RECORDS BOOK 1808, PAGE 1626; AS AMENDED BY AMENDMENT THERETO RECORDED FEBRUARY 27, 1987, IN OFFICIAL RECORDS BOOK 1822, PAGE 1217; PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, OVER THE VEHICULAR ACCESS AREAS ON THE FOLLOWING PARCEL, TO WIT:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER, OF THE NORTHWEST QUARTER, OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND A PART OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1408, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF LAKE MARY BOULEVARD (AN 80 FOOT RIGHT OF WAY) WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE THEREOF 227.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 45 SECONDS WEST, 282.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 605.21 FEET; SAID POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE EMMA ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: FROM A TANGENT BEARING OF NORTH 18 DEGREES 23 MINUTES 30 SECONDS EAST, RUN 190.61 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18 DEGREES 02 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 28 SECONDS; THENCE RUN 62.77 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; SAID POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID LAKE MARY BOULEVARD; THENCE SOUTH 89 DEGREES 44 MINUTES 45 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE THEREOF, 212.24 FEET TO THE POINT OF BEGINNING.

LESS ADDITIONAL RIGHT OF WAY CONVEYED TO SEMINOLE COUNTY BY WARRANTY DEED RECORDED NOVEMBER 13, 1989, IN OFFICIAL RECORDS BOOK 2125, PAGE 156, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND LESS ADDITIONAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORD BOOK 1776, PAGE 1294, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**UTILITY PROVIDERS:**

**WATER & WASTEWATER:**  
SEMINOLE COUNTY ENVIRONMENTAL SERVICES  
500 W. LAKE MARY BLVD.  
SANFORD, FL 32773  
PHONE: (407) 665-2143

**PHONE**  
AT&T  
1227 S. DIVISION AVE.  
ORLANDO, FL 34805  
PHONE: (407) 351-7100

**CABLE:**  
SPECTRUM  
100 GORDAN ST.  
SANFORD, FL 32771  
PHONE: (321) 805-3081

**ELECTRIC:**  
DUKE ENERGY  
3250 BONNET CREEK RD,1  
ORLANDO, FL 34805  
PHONE: (800) 700-8744

**LEGEND**

SEMINOLE COUNTY — GOVERNING JURISDICTION  
COMMERCIAL — EXISTING LAND USE  
FLU: COM — FUTURE LAND USE  
ZONING: C-1 — ZONING

**TRAFFIC GENERATION**

ITU CODE	LAND USE	UNITS KSF	DAILY		PM PEAK HOUR			
			RATE	TRIPS	RATE	TOTAL	ENTER	EXIT
151	WAREHOUSE	108	1.45	157	0.15	16	8	8

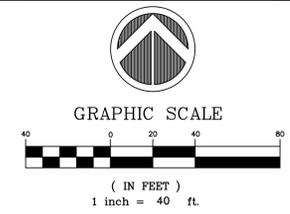
PER ITE TRIP GENERATION, 11TH EDITION

**IMPERVIOUS AREA:**

- GROSS PROJECT AREA: 1.26 ACRES (±54,999 SF)
- PROPOSED IMPERVIOUS AREA:
  - SELF-STORAGE BUILDING: ±0.62 ACRES (±27,000)
  - ROADWAY AND PARKING: ±0.33 ACRES (±14,375)
  - TOTAL IMPERVIOUS AREA: ±0.95 ACRES (75.0%)
- TOTAL EXISTING IMPERVIOUS AREA: 1.10 ACRES (87%)

**SOILS LEGEND**

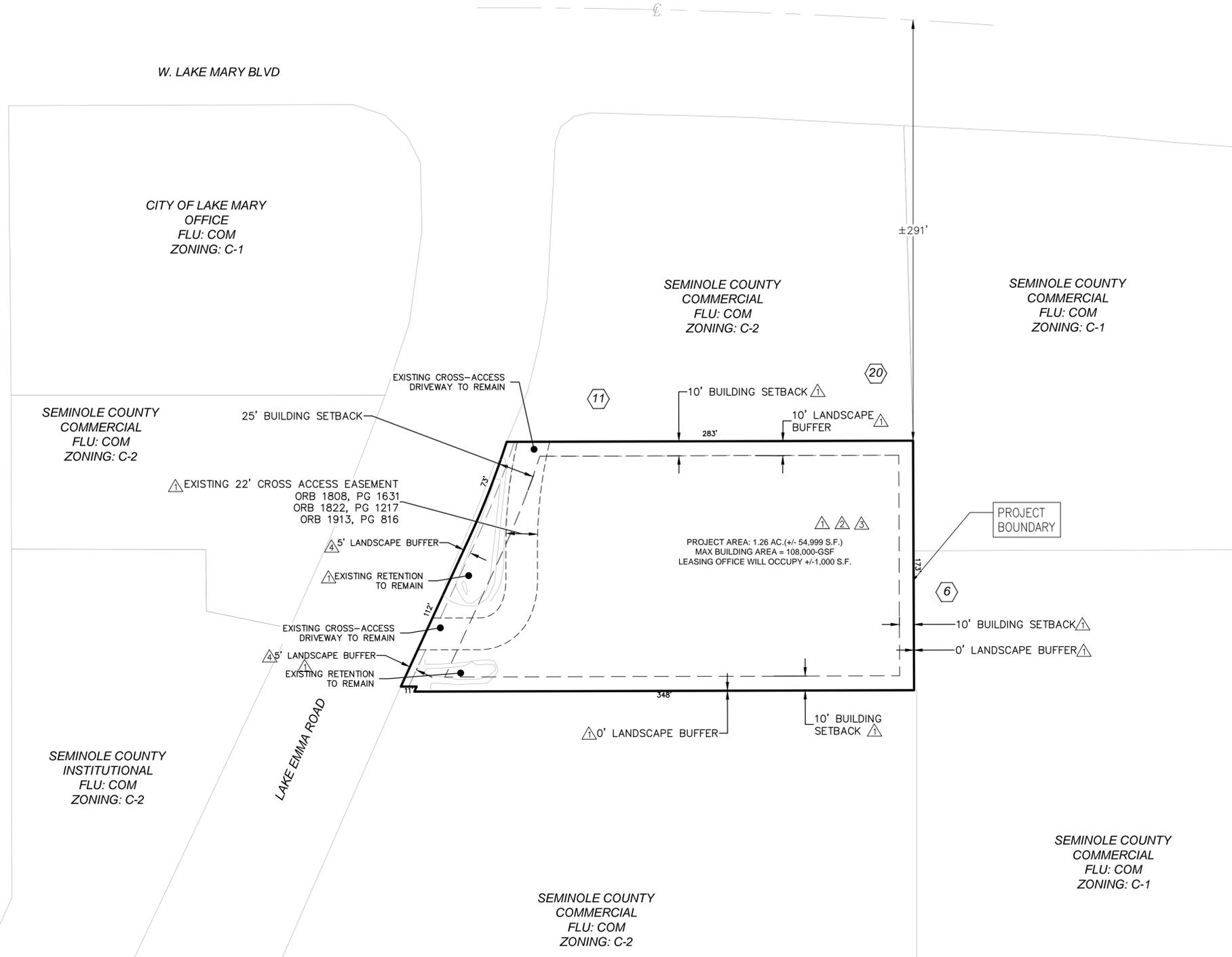
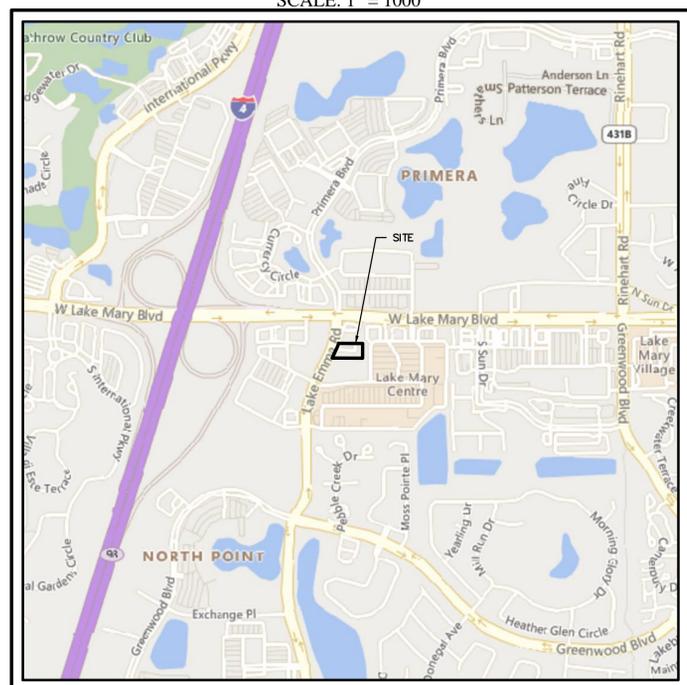
SOILS LINE	
6	ASTATULA-APOPKA FINE SANDS, 0 TO 5 PERCENT SLOPES
11	BASINGER AND SMYRNA FINE SANDS, DEPRESSIONAL
20	MYAKKA AND EAUGALLIE FINE SANDS



**SITE DATA:**

- GROSS PROJECT AREA: 1.26 ACRES (±54,999 SF)
- PARCEL ID: 18-20-30-300-002E-0000
- PROPERTY ADDRESS: 3895 LAKE EMMA RD., LAKE MARY, FL 32746
- EXISTING FUTURE LAND USE: COM
- PROPOSED FUTURE LAND USE: PD
- EXISTING ZONING: C-2
- PROPOSED ZONING: PD
- PROPOSED USES: SELF STORAGE
- MAXIMUM BUILDING HEIGHT: 50 FT (4 STORIES)
- MAXIMUM BUILDING S.F. AND FAR: 108,000 S.F./54,999 S.F. = 1.96 FAR
- BUILDING SETBACKS:
  - FRONT YARD: 25 FT
  - SIDE YARD: 10 FT
  - REAR YARD: 10 FT
- BUFFER REQUIREMENTS: NORTH 0.2 OPAQITY, 10' WIDTH
- OPEN SPACE REQUIRED: 25% - 0.315 ACRES OPEN SPACE SHALL MEET THE SEMINOLE COUNTY LDC SEC. 30.1344 OPEN SPACE
- PARKING PROVIDED:
  - 10' X 20' REGULAR PARKING: 10 SPACES
  - 12' X 20' DISABLED PARKING: 1 SPACE
- PER FEMA FIRM PANEL NO. 12117C0065F, DATED SEPT. 28, 2007, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
- WATER AND SEWER SERVICE WILL BE PROVIDED BY SEMINOLE COUNTY.
- NO RECLAIMED WATER SERVICE IS AVAILABLE PER SEMINOLE COUNTY
- UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL PUBLIC WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
- ALL UTILITY LINES WILL BE DESIGNED TO MEET SEMINOLE COUNTY REQUIREMENTS.
- STORM RUNOFF GENERATED ON SITE SHALL BE TREATED USING AN ON SITE STORMWATER MANAGEMENT SYSTEM.
- THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET SEMINOLE COUNTY AND SJRWMD REQUIREMENTS.
- FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE SEMINOLE COUNTY CODE AND REGULATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED UTILITY IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY UTILITY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- PROJECT SIGNAGE WILL COMPLY WITH THE LAKE MARY BOULEVARD GATEWAY CORRIDOR UNDER CHAPTER 30 PART 56 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
- THE DEVELOPMENT WILL MEET THE REQUIREMENTS OF THE SEMINOLE COUNTY LDC, PROJECT TO BE CONSTRUCTED IN ONE PHASE.
- OUTDOOR STORAGE WILL BE PROHIBITED.
- THE EXISTING BUILDING AND IMPERVIOUS COVERAGE WILL REQUIRE A SEPARATE BUILDING PERMIT TO DEMOLISH PRIOR TO CONSTRUCTION.
- STORAGE FACILITY HOURS OF OPERATION:
  - RENTOR BUILDING ACCESS: 24 HOURS PER DAY / 7 DAYS A WEEK
  - RENTAL OFFICE HOURS: MONDAY - SATURDAY; 8AM TO 7PM
- ALL MECHANICAL UNITS WILL BE LOCATED AT GROUND LEVEL. LANDSCAPING TO BE PROVIDED TO ADEQUATELY SCREEN MECHANICAL UNITS FROM PUBLIC RIGHTS OF WAY.
- ON-SITE PROPERTY MANAGEMENT WILL BE PROVIDED TO OVERSEE DAILY OPERATIONS.
- OUTDOOR LIGHTING WILL COMPLY WITH SEMINOLE COUNTY LDC SEC. 30.1234 OUTDOOR LIGHTING REQUIREMENTS. OUTDOOR LIGHTING WILL REQUIRE A SEPARATE PERMIT.
- IF A DUMPSTER IS LOCATED ON SITE AN ENCLOSURE MUST BE BUILT AND IT MUST CONSTRUCTED IN ACCORDANCE WITH THE SEMINOLE COUNTY LDC SEC. 30.1233 REQUIREMENTS. THE DUMPSTER ENCLOSURE WILL REQUIRE A SEPARATE PERMIT. A DUMPSTER IS NOT PROPOSED AT THIS TIME.

**VICINITY MAP**  
SCALE: 1" = 1000'



**MADDEN**  
MOORHEAD'S STORES, LLC  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 260  
Maitland, Florida 32751  
(407) 629-8330

**MASTER DEVELOPMENT PLAN**  
FOR  
**LAKE EMMA SELF STORAGE**  
FLORIDA  
SEMINOLE COUNTY

**THE HUBER GROUP**  
625 MAIN ST., STE. 103  
WINDERMERE, FL 34786  
407-909-0600

ENGINEER: **W. HUBER**  
LICENSE NO. 68627  
STATE OF FLORIDA  
CERTIFICATE OF REGISTRATION NO. CA-0007723

NO.	DATE	REVISIONS
1	12/14/2023	REVISED PER COUNTY COMMENTS
2	1/25/2024	REVISED PER COUNTY COMMENTS
3	2/29/2024	REVISED PER CLIENT REVISIONS
4	4/15/2024	ADDED 5' LANDSCAPE BUFFER
5		
6		
7		
8		
9		
10		
11		

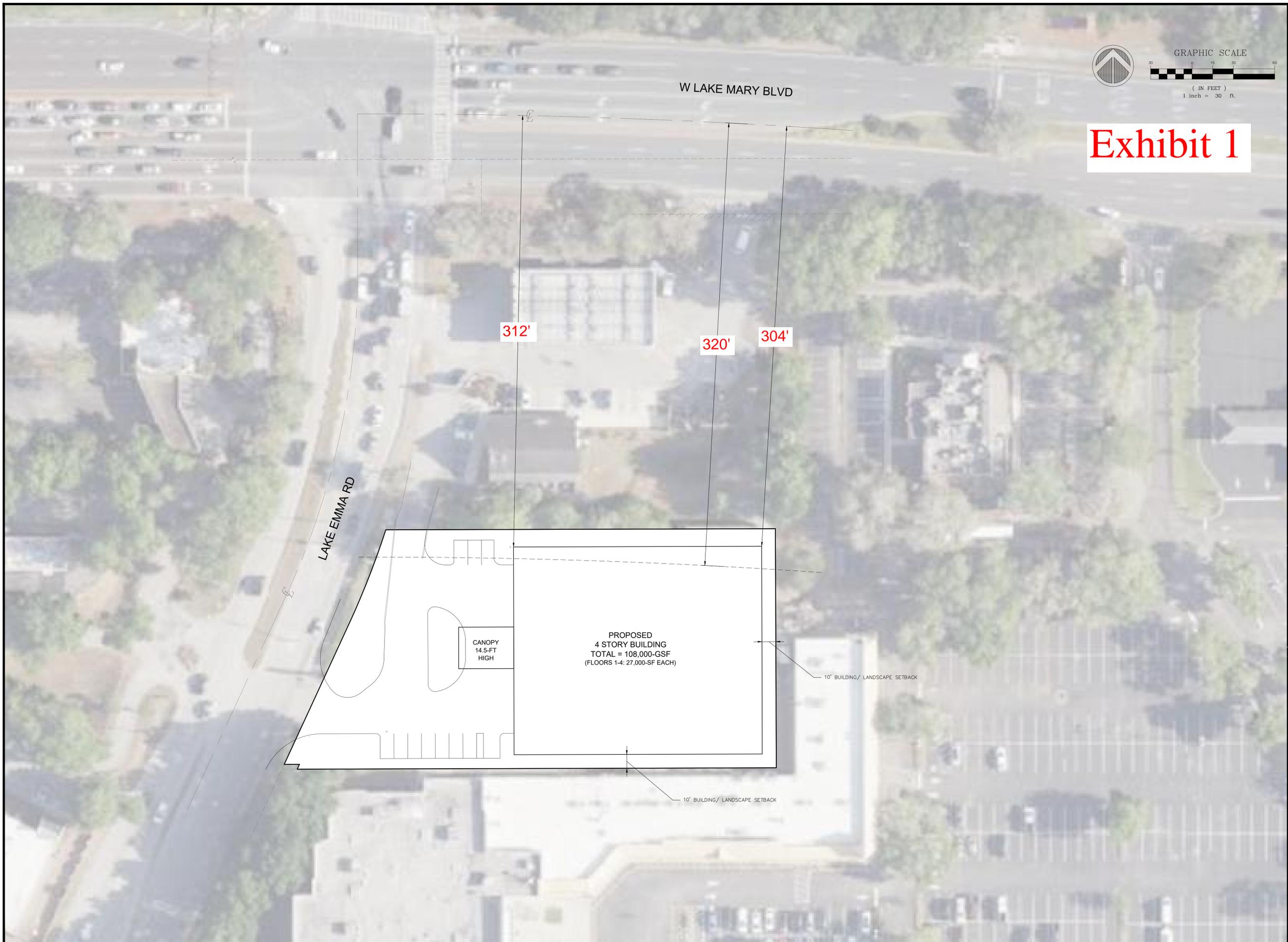
JOB # 22059  
DATE: 02/13/23  
SCALE: 1"=40'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: DAS

**MDP**





# Exhibit 1



**MADDEN**  
MOORHEAD & STOKES, LLC  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 260  
Maitland, Florida 32751  
(407) 629-8330

CONCEPT PLAN  
FOR  
**LAKE EMMA SELF STORAGE**  
SEMINOLE COUNTY FLORIDA

**THE HUBER GROUP**  
625 MAIN ST., STE. 103  
WINDERMERE, FL 34786  
407-909-0600

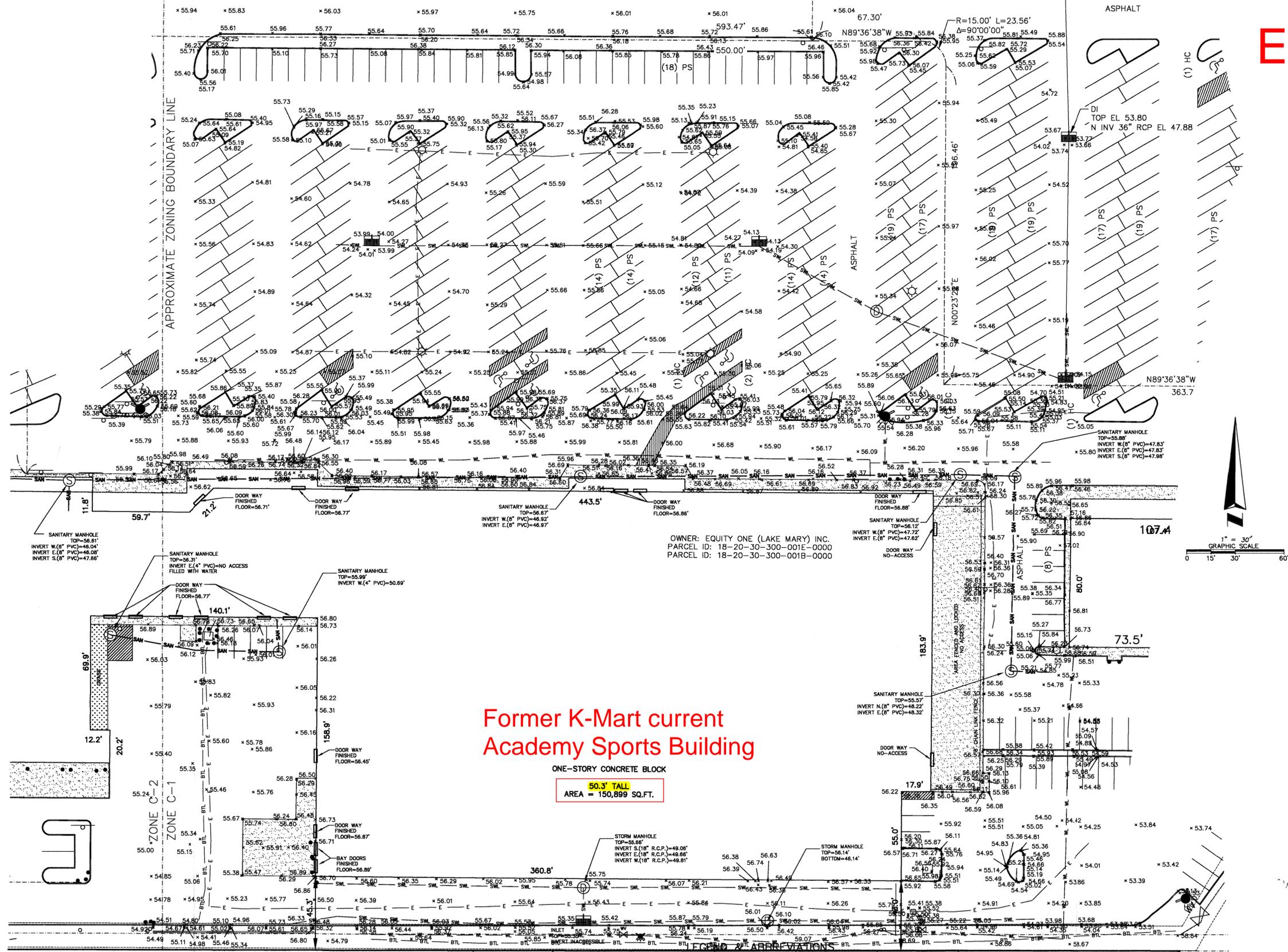


NO.	DATE	REVISIONS

JOB # 22059  
DATE: 05/12/23  
SCALE: 1"=20'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: DAS

**C101**





Former K-Mart current  
Academy Sports Building

ONE-STORY CONCRETE BLOCK  
50.3' TALL  
AREA = 150,899 SQ.FT.

**SURVEYORS NOTES**

- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120289 0055 F (MAP NO. 12117C0085F), WHICH BEARS AN EFFECTIVE DATE OF 09/08/2007, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREA OUTSIDE FLOODPLAIN.
- ELEVATIONS SHOWN HEREON ARE BASED ON SEMINOLE COUNTY BENCHMARK 3907301, NAVD 1988 DATUM.
- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LAKE EMMA ROAD BEING N25°15'52"E, PER DESCRIPTION.
- THE PURPOSE OF THIS SURVEY IS TO DETAIL A PORTION OF LAKE MARY CENTRE PLAZA.

I HEREBY CERTIFY, THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES, CONTAINED HEREON MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

*David M. DeFilippo*  
DAVID M. DeFILIPPO PSM# 5038

THIS BOUNDARY & AS-BUILT SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CONCRETE SURFACE	D	PER DESCRIPTION	TF	TRANSFORMER
NO PARKING AREA	M	MEASURED	GMH	GREASE MANHOLE
LIGHT POLE	CO	CLEAN OUT	DMH	DRAINAGE MANHOLE
HANDICAP SPACE	GSM	GAS MARKER	SMH	SANITARY MANHOLE
SEWER MANHOLE	UV	UTILITY VAULT	DI	DRAINAGE INLET
STORM MANHOLE	FDC	FIRE DEPARTMENT CONNECTION	INV	INVERT
WATER VALVE	TSP	TRAFFIC SIGNAL POLE	EL	ELEVATION
FIRE HYDRANT	TE	TRASH ENCLOSURE	TM	TELEPHONE MARKER
INLET	AC	AIRCONDITIONING UNIT	CR	CABLE RISER
BOLLARD	N&D	NAIL & DISC	DP	DUMPSTER PAD
MONUMENT AS DESCRIBED	IRC	IRON ROD WITH CAP- FOUND OR SET AS NOTED	FR	FREZZER
OVERHEAD UTILITY LINE	WF	WOOD FENCE	FIB	FIBER OPTIC BOX
FENCELINE	SF	SQUARE FOOT	WM	WATER METER
MONITORING WELL	PS	PARKING SPACE		
CLF	PS	PARKING SPACE		
CHAIN-LINK FENCE	PS	PARKING SPACE		
FND	PS	PARKING SPACE		
RECOVERED	PS	PARKING SPACE		

21928-5  
RECEIVED  
JUL 31 2014  
ITL AND SVC. CNTR.

DATE: JULY 23, 2013  
SCALE: 1" = 30'  
DRAWN BY: GHF  
APPROVED BY: DMD  
DRAWING FILE NAME: H:\2013\307\3071102\ SPECIFIC PURPOSE 3071102.DWG

SPECIFIC PURPOSE SURVEY OF LAKE MARY CENTRE LAKE MARY BOULEVARD LAKE MARY FLORIDA  
**ASM** AMERICAN SURVEYING & MAPPING INC.  
 3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FLORIDA 32803  
 PHONE (407) 226-1979 WWW.ASMCORPORATE.COM

**DEVELOPMENT NOTES:**

OVERALL DEVELOPMENT SIZE: 22.47 A.C.

PARCEL ID: 18-20-30-300-0120-0000, 18-20-30-300-0124-0000, & 18-20-30-300-0128-0000

EXISTING ZONING: M-1A & C-1  
 FUTURE LAND USE: COMMERCIAL (COM)  
 PROPOSED ZONING: PUD  
 CURRENT USE: UNDEVELOPED/VACANT

**SETBACKS:**

MINIMUM BUILDING SETBACKS:		LOT 2
FRONT (S):	25'	FRONT (E): 25'
SIDE (E):	25'	SIDE (N): 25'
SIDE (W):	25'	SIDE (S): 25'
BACK (N):	25'	BACK (W): 25'
INTERNAL:	25'	INTERNAL: 25'

**LANDSCAPE BUFFERS - PER SECTION 157.04**

LOT 1:	LOT 2:
GREENWOOD BLVD	GREENWOOD BLVD
LAKE EMMA ROAD	LAKE EMMA ROAD
SOUTH PERIMETER (ISW PROPERTY LINE)	WEST (ADJACENT TO LOT 1)
NORTH & WEST PROPERTY LINES	*NORTH (ADJACENT TO LOT 1)
EAST (ADJACENT TO LOT 2)	(WIDTH CONSTRAINED DUE TO ACCESS DRIVE SPACING)
SOUTH (ADJACENT TO LOT 2)	PARKING AREA
PARKING AREA	

**PARKING DATA:**

LOT 1:	LOT 2:
REQUIRED 1 PER EMPLOYEE + 1 PER 3.0 GUEST CAPACITY 125 + (12003.0) = 525 SPACES	PROVIDED (PER PUD) 1 PER EMPLOYEE + 1 PER 3.5 GUEST CAPACITY 125 + (1,2003.5) = 488 SPACES
	PROVIDED 1 PER EMPLOYEE + 1 PER 3.38 GUEST CAPACITY 461 SPACES (9x19) 9 ADA SPACES (12x19) 10 MOTORCYCLE PARKING (3x10)
	TOTAL SPACES: 480 PARKING SPACES

**OPEN SPACE:**

LOT 1:	LOT 2:
REQUIRED 0.30 x 18.75 = 5.63 AC 0.30 x 3.72 = 1.12 AC	PROVIDED 6.95 AC (37.1%) TO MEET MINIMUM REQUIREMENT

**IMPERVIOUS COVERAGE:**

LOT 1:	LOT 2:
REQUIRED 0.70 x 18.75 = 13.12 AC 0.70 x 3.72 = 2.60 AC	PROVIDED 11.80 AC (62.9%) NOT TO EXCEED MAXIMUM REQUIREMENT

**LOT DEVELOPMENT INFORMATION:**

AREAS IN ACRES:	LOT 1	LOT 2
AREA IN SQUARE FEET:	±18.75	±3.72
PERMITTED USES:	TOP GOLF FACILITY	C-2 PERMITTED USES EXCEPT AS EXPRESSLY PROHIBITED IN PUD DEVELOPMENT AGREEMENT; LOT 2 TRIP GENERATION NOT TO EXCEED 372 TOTAL PM PEAK HOUR TRIPS.

GROSS FLOOR AREA - SQ. FT.: 68,000 SF SEE DEVELOPERS AGREEMENT

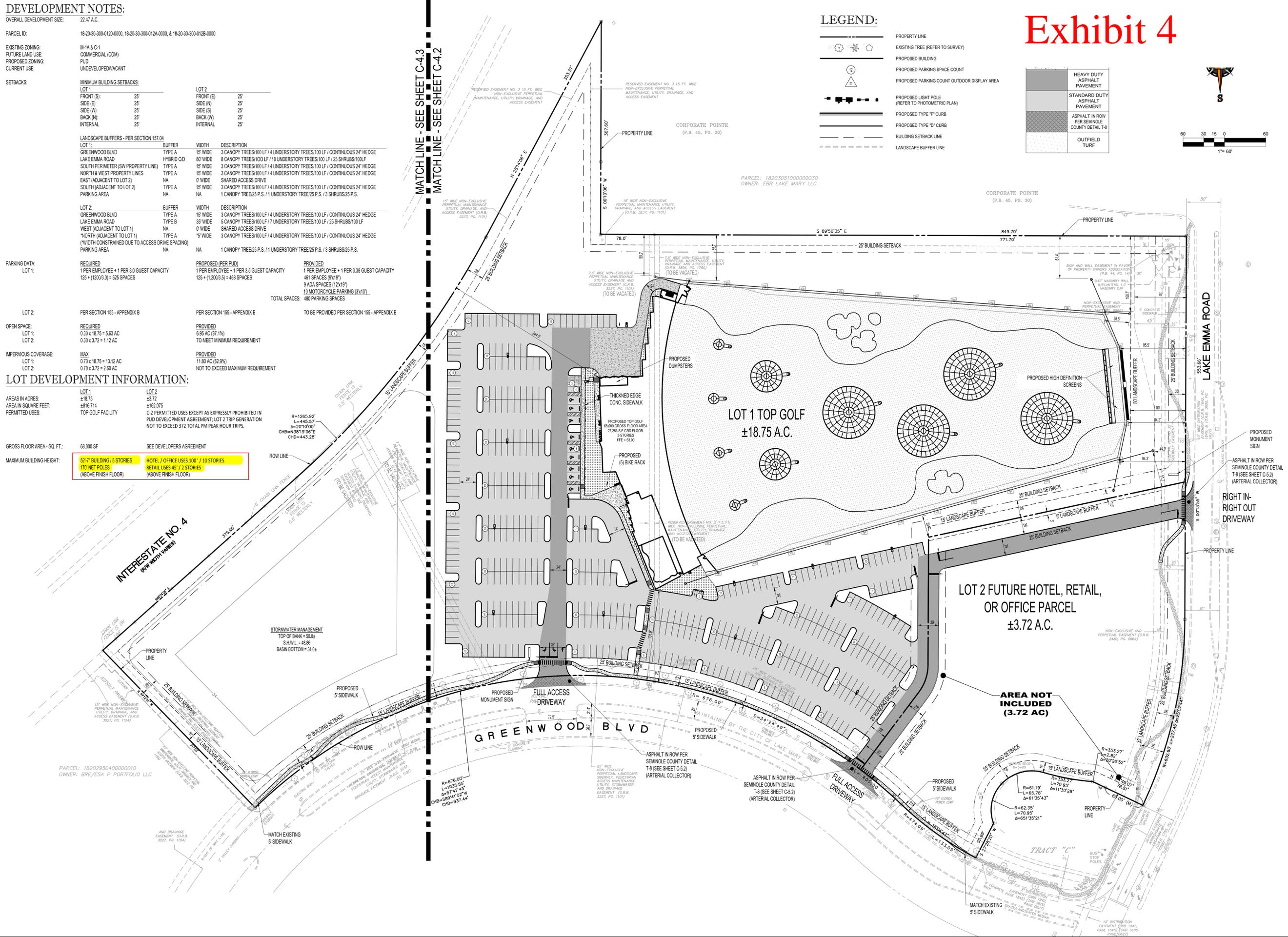
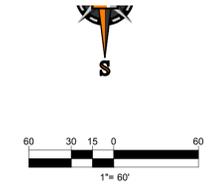
MAXIMUM BUILDING HEIGHT: 52'-7" BUILDING / 5 STORIES  
 170 NET POLES (ABOVE FINISH FLOOR)  
 HOTEL / OFFICE USES 100' / 10 STORIES  
 RETAIL USES 45' / 2 STORIES (ABOVE FINISH FLOOR)

**Exhibit 4**

**LEGEND:**

- PROPERTY LINE
- EXISTING TREE (REFER TO SURVEY)
- PROPOSED BUILDING
- PROPOSED PARKING SPACE COUNT
- PROPOSED LIGHT POLE (REFER TO PHOTOMETRIC PLAN)
- PROPOSED TYPE "F" CURB
- PROPOSED TYPE "D" CURB
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER LINE

	HEAVY DUTY ASPHALT PAVEMENT
	STANDARD DUTY ASPHALT PAVEMENT
	ASPHALT IN ROW PER SEMINOLE COUNTY DETAIL T-8
	OUTFIELD TURF



**THOMAS ENGINEERING GROUP**  
 CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS  
 OFFICES:  
 4950 W. KENNEDY BLVD.  
 TAMPA, FLORIDA 33609  
 1000 CORPORATE DR.  
 FT. LAUDERDALE, FLORIDA 33304

**REVISIONS**

REV	DATE	COMMENT	BY

**811** KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG  
 It's fast. It's free. It's the law.  
[www.callsunshine.com](http://www.callsunshine.com)

**PERMIT SET**

PROJECT No.: FT180018  
 DRAWN BY: HR  
 CHECKED BY: EMM  
 DATE: 10/09/2018  
 SCALE: AS NOTED  
 CAD I.D.: FT180018-C-4.0-SP

**LAKE MARY TOPGOLF SITE ENGINEERING**

FOR ARCO MURRAY  
  
 CITY OF LAKE MARY SEMINOLE COUNTY

**THOMAS ENGINEERING GROUP**

4950 W. KENNEDY BLVD, SUITE 600  
 TAMPA, FLORIDA 33609  
 Phone: (813) 379-4100  
 Fax: (813) 379-4040  
[www.ThomasEngineeringGroup.com](http://www.ThomasEngineeringGroup.com)

**THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD M. McDONALD, P.E., LIC NO. 71615 ON THE DATE/TIME STAMP SHOWN USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.**

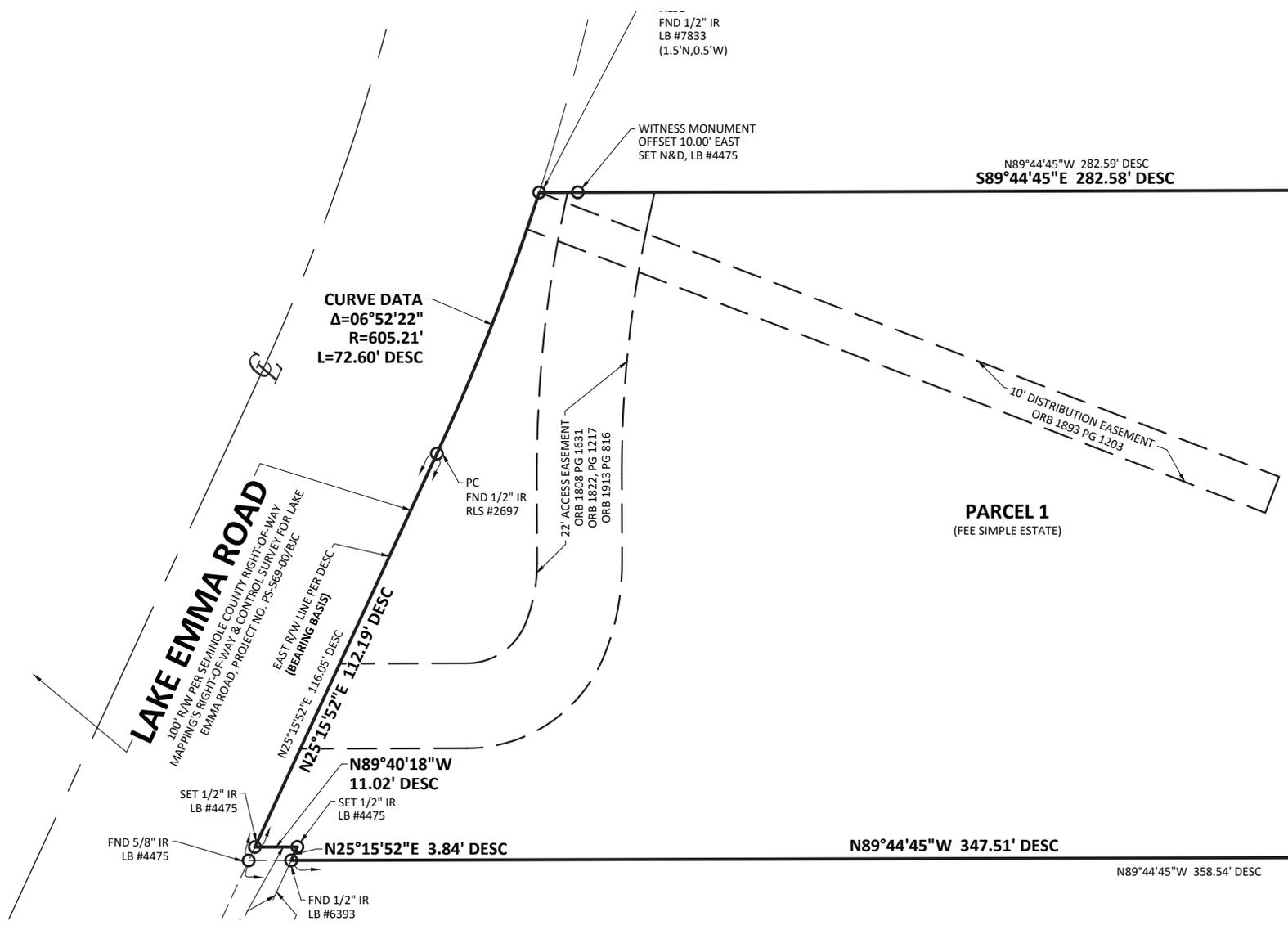
EDWARD M. McDONALD, P.E.  
 October 10, 2018  
 FLORIDA LICENSE NO. 71615  
 FLORIDA BUSINESS CERT. OF AUTH. NO. 27528

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C-4.1**  
 OF ---







**LAKE EMMA ROAD**  
 100' R/W PER SEMINOLE COUNTY RIGHT-OF-WAY  
 MAPPING'S RIGHT-OF-WAY & CONTROL SURVEY FOR LAKE  
 EMMA ROAD, PROJECT NO. PS-569-00/B/C

**CURVE DATA**  
 $\Delta=06^{\circ}52'22''$   
 $R=605.21'$   
 $L=72.60'$  DESC

FND 5/8" IR  
 LB #4475

SET 1/2" IR  
 LB #4475

EAST R/W LINE PER DESC  
 (BEARING BASIS)  
 $N25^{\circ}15'52''E$  116.05' DESC

$N89^{\circ}40'18''W$   
 11.02' DESC

$N25^{\circ}15'52''E$  3.84' DESC

FND 1/2" IR  
 LB #6393

PC  
 FND 1/2" IR  
 RLS #2697

22' ACCESS EASEMENT  
 ORB 1808 PG 1631  
 ORB 1822, PG 1217  
 ORB 1913 PG 816

FND 1/2" IR  
 LB #7833  
 (1.5"N,0.5"W)

WITNESS MONUMENT  
 OFFSET 10.00' EAST  
 SET N&D, LB #4475

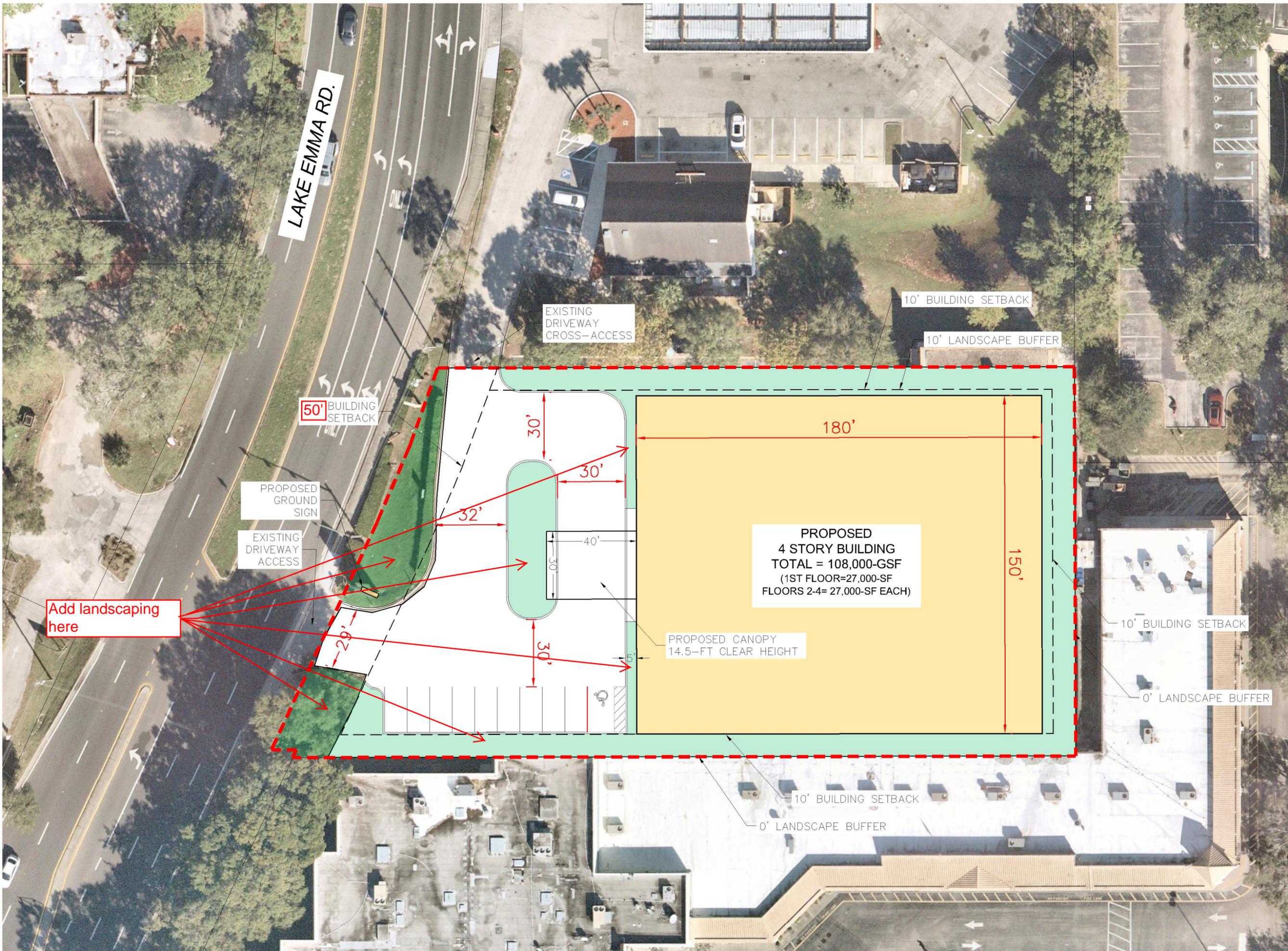
$N89^{\circ}44'45''W$  282.59' DESC  
 $S89^{\circ}44'45''E$  282.58' DESC

**PARCEL 1**  
 (FEE SIMPLE ESTATE)

10' DISTRIBUTION EASEMENT  
 ORB 1893 PG 1203

$N89^{\circ}44'45''W$  347.51' DESC

$N89^{\circ}44'45''W$  358.54' DESC



K:\DRL\_Civil\049831006-Huber Lake Emma\CADD\CONCEPT\SP-06.dwg



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0675**

**Title:**

**Rivas Commercial Rezone** - Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point; (Z2024-02) (PMJS Development Solutions, LLC., Applicant) District1 - Dallari (**Joy Giles, Principal Planner**)

**Division:**

Development Services - Planning and Development

**Authorized By:**

Rebecca Hammock, Development Services Director

**Contact/Phone Number:**

Joy Giles/407-665-7399

**Background:**

The Applicant is requesting a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) to redevelop the subject property from a single-family residence to an undetermined commercial development in compliance with the C-3 (General Commercial and Wholesale) zoning regulations. Currently, the Applicant does not have a specific end use for the property. The subject property has an Industrial Future Land Use designation, which permits a maximum Floor Area Ratio (F.A.R.) of 0.65.

The Future Land Use and Zoning designations of the surrounding area are as follows:

East: W S.R. 426  
Future Land Use: Medium Density Residential  
Zoning: R-1AA (Single Family Dwelling)

West: Future Land Use: Industrial  
Zoning: PD (Oviedo Commerce Center) permitting C-3 (General Commercial & Wholesale) and M-1A (Very Light Industrial) uses.

North: Future Land Use: Industrial  
Zoning: A-1 (Agriculture)

South: Future Land Use: Industrial  
Zoning: C-1 (Retail Commercial)

### Site Analysis

#### Floodplain Impacts:

- Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the developed site does not appear to contain a floodplain.

#### Wetland Impacts:

- Based on preliminary aerial photo and County wetland map analysis, the developed site does not appear to contain wetlands.

#### Endangered and Threatened Wildlife:

- Based on a preliminary analysis, the developed site does not appear to be favorable for endangered and threatened wildlife; however, further analysis will be made at the time of the Engineered Site Plan review, at which time a listed species survey may be required.

#### Utilities:

- The site is located within the Seminole County utility service area. A sixteen (16) inch water main is on the west side of W SR 426. The development will be required to connect to public utilities for water, and wastewater may be provided by an onsite septic system.

#### Transportation/Traffic:

- The property proposes access to W S.R. 426, which is classified as an Urban Principal Arterial. W S.R. 426 is currently operating at a level-of-service "A and B" and does not have improvements programmed in the FDOT five (5) year Work Program.

#### Sidewalks:

- There is an existing fourteen (14) foot wide paved trail, known as the Cross Seminole Trail, located along the west side of W SR 426; therefore, the Developer will not be required to construct a sidewalk for the public right-of-way.

Drainage:

- The proposed site is located within the Howell Creek Drainage Basin and has limited downstream capacity. The site may be required to hold the entire twenty-five (25) year, twenty-four (24) hours storm event onsite. A detailed drainage analysis will be required and evaluated at time of Final Engineering plan review.

Buffers:

- Buffer requirements will be evaluated at the time of the Engineered Site Plan review.

Open Space:

- A minimum of twenty-five (25) percent open space shall be provided on the subject property.

Consistency with the Comprehensive Plan

The purpose and intent of the existing Industrial Future Land Use is to identify locations for various heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. This land use should be located with direct access to rail systems, collector and arterial roadways, and as infill development where this use is established. As stated previously, S.R. 426 is an Urban Principal Arterial and, as such, meets the intent. 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 the property is a use that does not adversely affect the public health, safety, morals, or welfare, is compatible with abutting or proximate properties, and is otherwise consistent with generally accepted land use planning principles.

The request is consistent with the Seminole County Comprehensive Plan and compatible with the surrounding area. All the properties on the west side of W S.R. 426, lying south of W Chapman Road and north of Aloma Woods, have an Industrial future land use which allows for Industrial, Commercial, and Office uses and permits the requested C-3 (General Commercial & Wholesale) zoning district. Further, the properties to the west and south are zoned to permit C-1 (Retail Commercial), C-3 (General Commercial & Wholesale), and M-1A (Very Light Industrial) uses.

Consistency with the Land Development Code

The proposed C-3 (General Commercial & Wholesale) zoning district has been evaluated in accordance with Chapter 30, Part 42, for compatibility with the Land Development Code of Seminole County.

The request is consistent with the Land Development Code of Seminole County and compatible with the area's surrounding development trend. Commercial and Industrial uses have been established along the west side of S.R. 426, south of Chapman Road to Connection Point.

At the time of the 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.

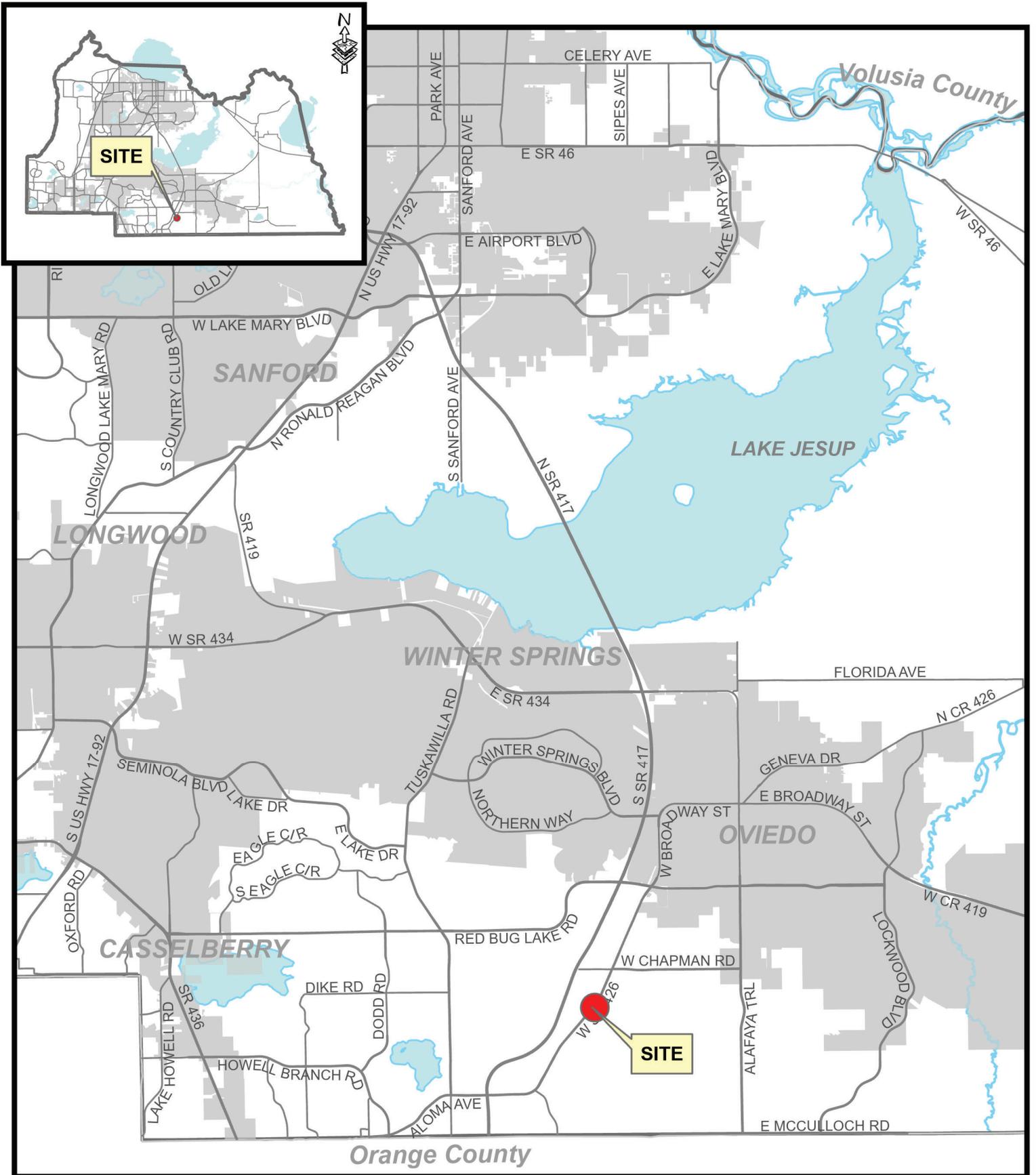
In compliance with Seminole County Land Development Code Sec. 30.49-Community Meeting Procedures, the Applicant conducted a community meeting on February 3, 2024. Details of the meeting are provided in the agenda package.

#### Planning & Zoning Commission

The Planning and Zoning Commission met on May 1, 2024, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point.

#### **Requested Action:**

Staff requests that the Board adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point.



Date: 4/12/2024

Name Z2024-002SiteMap



Rezone No: Z2024-002  
From: A-1 To: C-3

 Parcels  
 Site

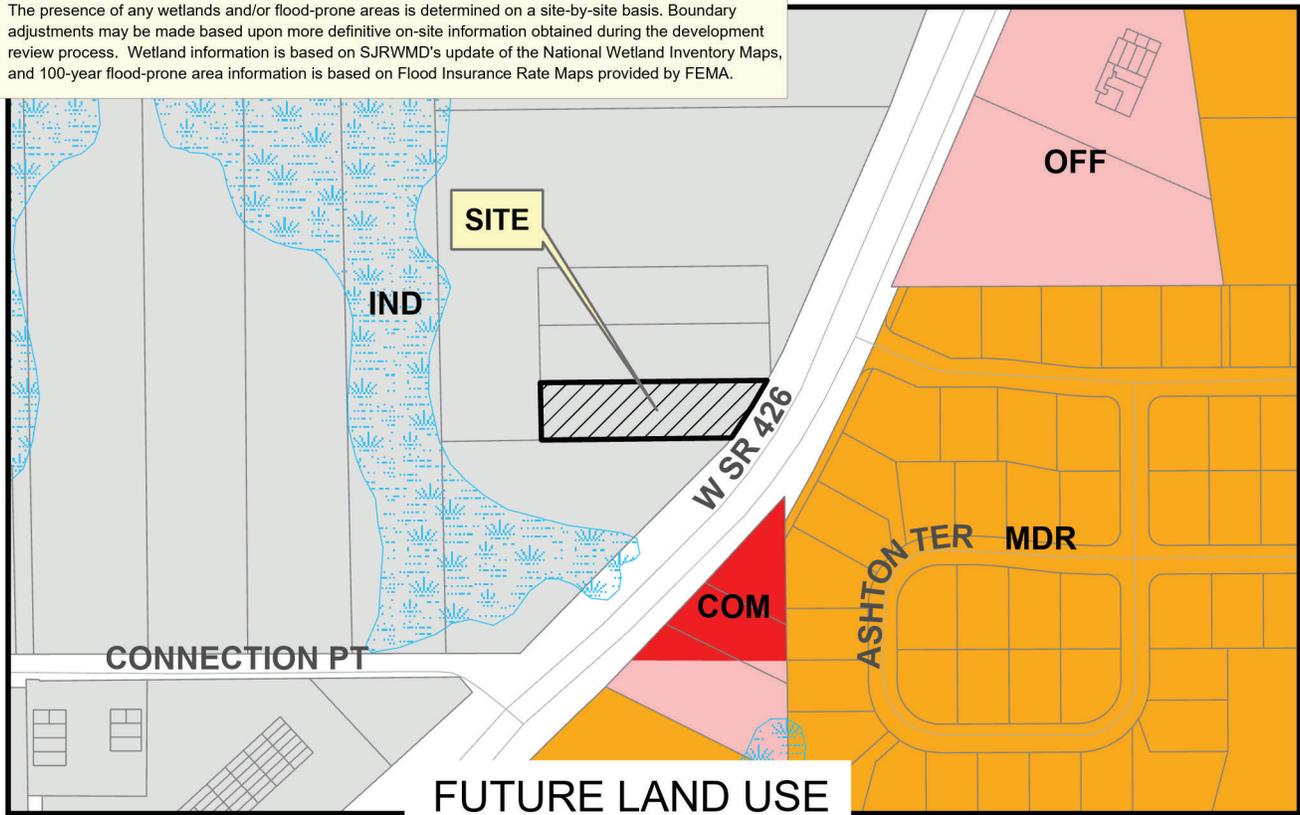


Winter 2023 Color Aerials

Date: 4/12/2024

Name Z2024-002Aerial

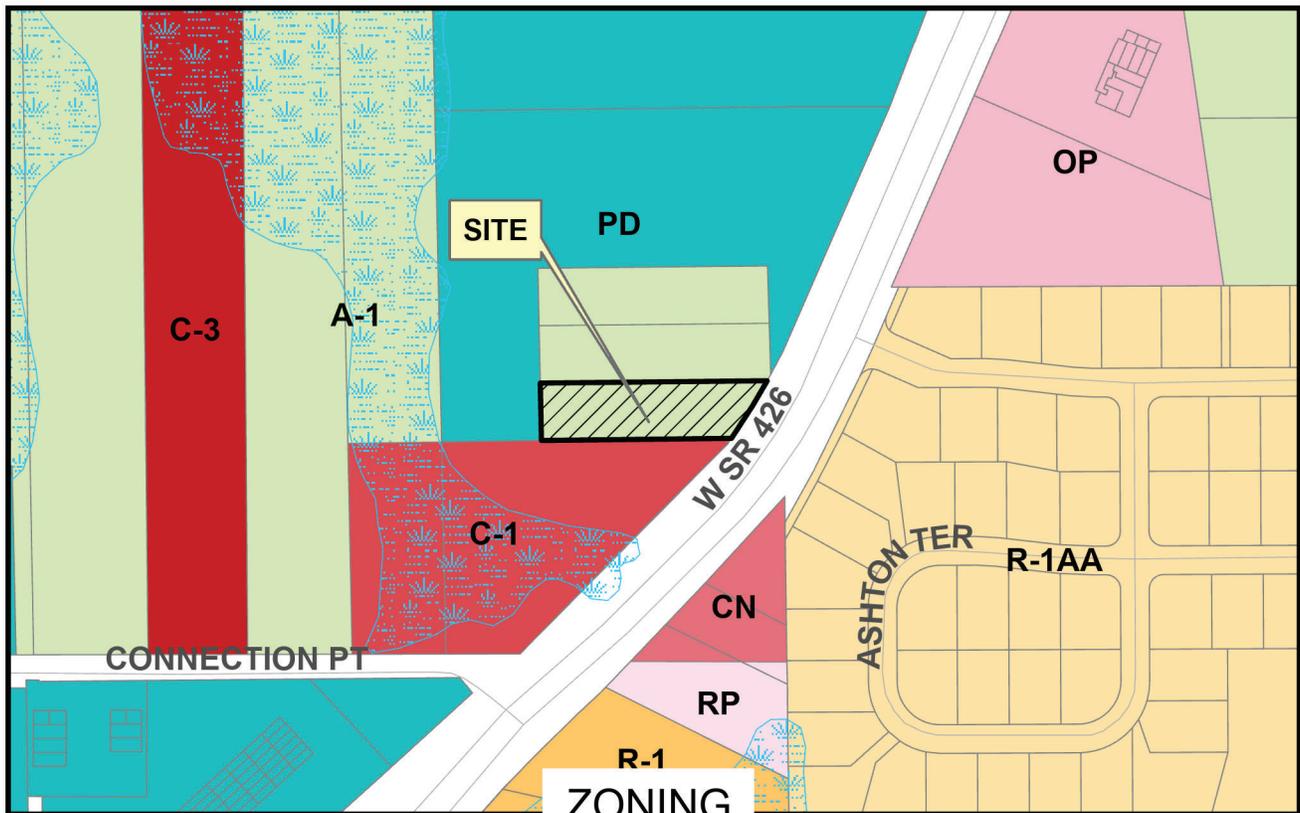
The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



Site
  CONS
  COM
  IND
  MDR
  OFF

Applicant: Alain Rivas  
 Physical STR: 29-21-31  
 Gross Acres: 0.8+/- BCC District: 1  
 Existing Use: residential  
 Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2024-002	A-1	C-3

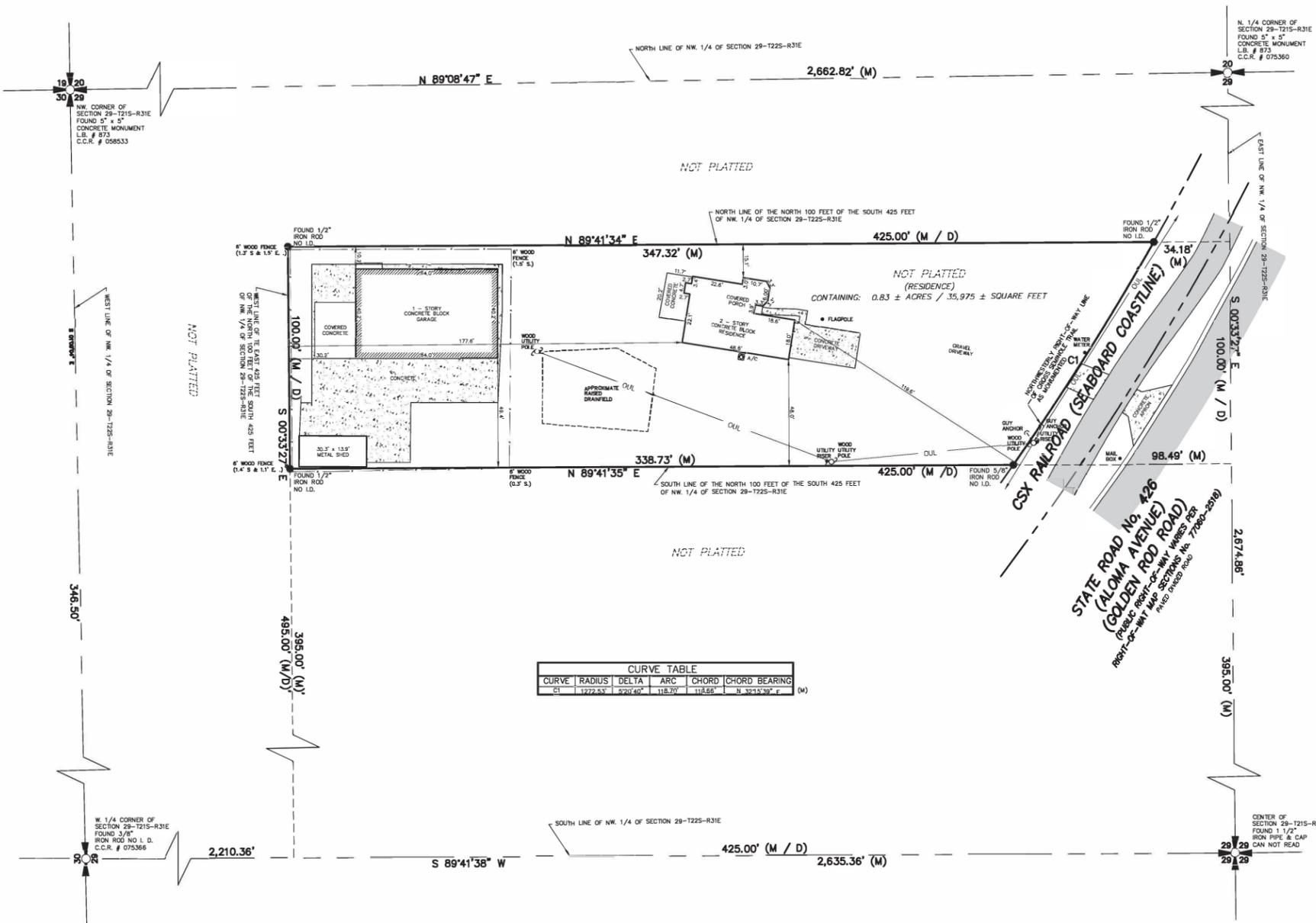


Site
  A-1
  R-1
  OP
  C-1
  PD
  CONS
  R-1AA
  RP
  CN
  C-3

Date: 4/18/2024

Name Z2024-002

# BOUNDARY SURVEY FOR ALAIN RIVAS



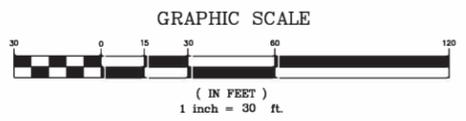
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1272.53'	572.40'	118.70'	118.65'	S 32°15'30" E

### LEGAL DESCRIPTION:

The North 100 feet of the South 495 feet of the West 400 feet of the Northwest 1/4 of Section 29, Township 21 South, Range 31 East, Seminole County, Florida, excepting any right of way of the Seaboard Coast Line Railroad which may touch this property, and excepting that part of the Seaboard Coast Line Railroad right of way that traverses this property.

### SURVEY NOTES:

- "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
- BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF NW 1/4 OF SECTION 29-T22S-R31E, AS BEING S $89^{\circ}08'47''$  E AS SHOWN (PER ASSUMED).
- THE "LEGAL DESCRIPTION" HEREON PER THE PUBLIC RECORDS OF HILLSBOURG COUNTY, FLORIDA AND WAS FURNISHED BY THE CLIENT.
- UNLESS OTHERWISE NOTED THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE PER THE DESCRIPTION AND ARE CORRECT AND IN AGREEMENT WITH THE FOUND AND SET MONUMENTS AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12117C0185E EFFECTIVE DATE: SEPTEMBER 28, 2007, THIS PROPERTY LIES IN ZONE "X" LYING OUTSIDE THE FLOOD.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE HORIZONTAL CONTROL ACCURACY OF 1/7500 BEING A SUBURBAN SURVEY.



**CERTIFIED CORRECT TO:**

ALAIN RIVAS

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON APRIL 02, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



*W. C. Elliott*  
W. C. ELLIOTT, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5599

DATE: 04/05/24

### ABBREVIATION & SYMBOL LEGEND:

- |   |  |   |
|---|--|---|
| 1. C/L - DENOTES CENTERLINE                         | 14. INV. - DENOTES INVERT                        | 27. F.D.O.T. - DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION |
| 2. P.O.B. - DENOTES POINT OF BEGINNING              | 15. C - DENOTES CHORD                            | 28. H <sub>2</sub> O - DENOTES FIRE HYDRANT                 |
| 3. P.O.C. - DENOTES POINT OF COMMENCEMENT           | 16. C.B. - DENOTES CHORD BEARING                 | 29. ☆ - DENOTES LIGHT POLE                                  |
| 4. O.R. - DENOTES OFFICIAL RECORDS BOOK             | 17. EP - DENOTES EDGE OF PAVEMENT                | 30. ♿ - DENOTES HANDICAP PARKING SPACE                      |
| 5. ELEV. - DENOTES ELEVATION                        | 18. (M) - DENOTES DISTANCE MEASURED IN THE FIELD | 31. [CONCRETE] - DENOTES CONCRETE                           |
| 6. P.C. - DENOTES POINT OF CURVATURE                | 19. I.D. - DENOTES IDENTIFICATION                | 32. [SEWER] - DENOTES SANITARY SEWER MANHOLE                |
| 7. P.C.C. - DENOTES POINT OF COMPOUND CURVATURE     | 20. T24S - DENOTES TOWNSHIP 24 SOUTH             | 33. ⚡ - DENOTES FLOOD LIGHT                                 |
| 8. P.T. - DENOTES POINT OF TANGENCY                 | 21. R28E - DENOTES RANGE 28 EAST                 | 34. [SIGN] - DENOTES SIGN                                   |
| 9. W.L. - DENOTES UNDERGROUND WATER LINE            | 22. PGS. - DENOTES PAGES                         | 35. [GAS VALVE] - DENOTES GAS VALVE                         |
| 10. R.W.L. - DENOTES UNDERGROUND RECLAIM WATER LINE | 23. PG. DENOTES PAGE                             | 36. [WATER VALVE] - DENOTES WATER VALVE                     |
| 11. O.U.L. - DENOTES OVERHEAD UTILITY LINES         | 24. P.B. - DENOTES PLAT BOOK                     | 37. [STORM] - DENOTES STORM DRAINAGE MANHOLE                |
| 12. E.L. - DENOTES UNDERGROUND ELECTRICAL LINES     | 25. (A) - DENOTES ACTUAL                         | 38. [WOOD UTILITY] - DENOTES WOOD UTILITY POLE              |
| 13. T.V.L. - DENOTES UNDERGROUND CABLE T.V. LINES   | 26. (D) - DENOTES DESCRIPTION                    |   |

REV	DATE	DESCRIPTION	F.B./PG.	BY	W.C.E.
1	04/02/24	BOUNDARY SURVEY	N/A		

PREPARED FOR:  
**ALAIN RIVAS**

BOUNDARY SURVEY  
2476 WEST STATE ROAD NO. 426  
SECTION 29 TOWNSHIP 21 SOUTH, RANGE 31 EAST,  
CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA

**KLE**  
**Surveying and Mapping, Inc.**  
153 SIR TOPAZ LANE NORTH  
LAKE MARY, FLORIDA 32746  
PH. NO. (407) 402-2331  
LICENSED BUSINESS REGISTRATION NO. 7899

PROJECT No:	426-AR-001
FIELD DATE:	04/02/24
DRAWN DATE:	04/05/24
SCALE:	1" = 30'
CHECKED BY:	W.C.E.
DRAWN BY:	W.C.E.
SHEET	1 OF 1

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**AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE C-3 (GENERAL COMMERCIAL & WHOLESALE) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Rivas Commercial Rezone, dated June 11, 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).

**LEGAL DESCRIPTION**  
SEC 29 TWP 21S RGE 31E  
N 100 FT OF S 495 FT OF W 400 FT OF E 425 FT OF NW ¼

**Section 3. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 11<sup>th</sup> day of June, 2024.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, CHAIRMAN

## Minutes of Community Meeting

The applicant/agent/owner of for the 2476 W. SR 426 OVIEDO, FL 32765 rezoning from A-1 to C-3, held and took minutes of a community meeting in accordance with Seminole County LDC, as required by the Division Manager, based upon the needs of the abutting communities and/or the County, to provide community input and ask questions. That community meeting was held as follows:

- Meeting Date: 2/3/2024,
- Meeting Time: 10:00am to 12:00am,
- Meeting Location: Seminole County Library – East Branch, Community Room, located at 310 N Division Street, Oviedo, FL.

The attached meeting notice (Exhibit “A”) was sent to the attached list of recipients (Exhibit “B”) who own property within 500 feet of applicant site (depicted below):



### **Applicant Introduction:**

- The Applicant Alain Rivas and his Agent Phillip C. Hollis, PE were present. Mr. Rivas was introduced by Mr. Hollis.
- Mr. Hollis presented the substance or nature of the matter under consideration as follows:
  - Proposal is to Rezone this existing non-conforming Agricultural A-1 zoned property with a residential use to the appropriate C-3 zoning, consistent with the existing Industrial Future Land Use designation per Seminole County Land Development Code & Comprehensive Plan.
  - Property Owner has property for sale and the actual proposed C-3 use is unknown.

### **Applicant Presentation of Required Information: (by Mr. Hollis as Agent)**

- Preliminary demonstrative concept plan was provided as an existing condition aerial photo with property boundary and public information, whereas there is no specific proposed use in accordance with the application.
- The neighborhood map above was provided to reference participant property location proximity to rezoning site.

- The development schedule is unknown since the property is for sale and the specific C-3 permitted use is unknown.
- The SEMINOLE COUNTY FUTURE LAND USE DESIGNATIONS AND ALLOWABLE ZONING DISTRICTS table was available & presented.
- The TABLE OF ZONING DISTRICT REGULATIONS table was available & presented.
- The RIVAS COMMERCIAL - PRE-APPLICATION, PROJECT#: 23-80000157 DR - PRE-APPLICATION DRC - APPLICATION DATE: 12/01/23, staff comments were available & reviewed including existing Land Use Map and Existing zoning map.
- Specifications of the proposed development project were presented to include:
  - land uses (Industrial), C-3 permitted uses per Sec. 30.782 & Sec. 30.783. special exceptions.
  - size of property 0.78 acres, Sec. 30.786 - No minimum building site area required; however, adequate space will be provided for off-street parking, loading, and landscaping requirements.
  - height of buildings per Sec. 30.785. - Building height may not exceed thirty-five (35) feet in height,
  - General Commercial & Wholesale> C-3 Setbacks - Front 25', Front Street Side 25', Side 0', Rear 10',
  - Intensity and density - Industrial - Maximum FAR - 0.65, 25% Open Space.
  - NO new roads or driveway / trail crossing / no other primary features.

#### **Public Participation:**

- A sign-in sheet of attendees was provided for community participant sign-in, attached as (Exhibit "C"),
- There were 3 (three) persons in attendance (Applicant, Agent & one community participant> Jennie Ablanedo, 2929 Ashton Terrace, 521-693-7348 cell, [Jennie.Ablanedo@gmail.com](mailto:Jennie.Ablanedo@gmail.com)).
- A summary of the general subject matter presented by Applicant's Agent is given above,
- A list of Ms. Ablanedo's questions and the corresponding Agent/Applicant answers are summarized as follows:
  - Q: What are the allowable zonings under the existing Industrial Land Use?  
A: C-3, C-2, C-1, M-1A, M-1, M-2, A-1, OP, PD, PLI.
  - Q: What are the setbacks?  
A: Front 25', Front Street Side 25', Side 0', Rear 10',
  - Q: Are there any wetlands onsite and any wetland impacts proposed?  
A: There are no wetlands onsite and no wetland impacts proposed?
  - Q: What are the possible uses on the property under proposed C-3 zoning?  
A: Although the actual uses are restricted due to the property's smaller size, the LDC Sec. 30.782 permitted uses are listed as:
    - (a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
    - (b) Bakeries.
    - (c) Bottling and distribution plants.
    - (d) Cold storage and frozen food lockers.
    - (e) Contractors' equipment—Storage yards.
    - (f) Feed stores.

- (g) Greenhouses - wholesale.
  - (h) Industrial trade schools.
  - (i) Laundry and dry-cleaning plants.
  - (j) Lithography and publishing plants.
  - (k) Lumber yards.
  - (l) Machinery sales and storage.
  - (m) Mechanical garages, bus, cab and truck repair, and storage.
  - (n) Paint and body shops.
  - (o) Plumbing shops.
  - (p) Trade shops, such as, upholstery, metal, cabinet.
  - (q) Warehouses.
  - (r) Wholesale meat and produce distribution with meat cutting, but not butchering.
  - (s) Communication towers when camouflage in design.
  - (t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
  - (u) Office showroom.
  - (v) Pain management clinics subject to the requirements of Section 30.1379.
- Q: What are the open space requirements?  
A: A minimum of 25% open space is required.
  - Q: What type of uses are expected and buffers?
  - A: The requested C-3 (General Commercial & Wholesale) zoning classification is a permitted zoning classification under the Industrial Future Land Use. The C-3 zoning district is composed of those lands and structures, which, by their use and location, are especially adapted to the business of wholesale distribution, storage and light manufacturing. They are large space users. Such lands are conveniently located to principal thoroughfares and railroads. The West SR 426 thoroughfare, plus Seminole Trail and subdivision common area buffer (across from 426 & Trail buffers) were reviewed on the community map. Buffering and landscaping shall comply with Part 67, Chapter 30.

Prepared & respectfully submitted by,

**PMJS DEVELOPMENT SOLUTIONS, LLC**

**Phillip C. Hollis, MS/PE**

[Phillip@PMJS.com](mailto:Phillip@PMJS.com) (407-832-6444)

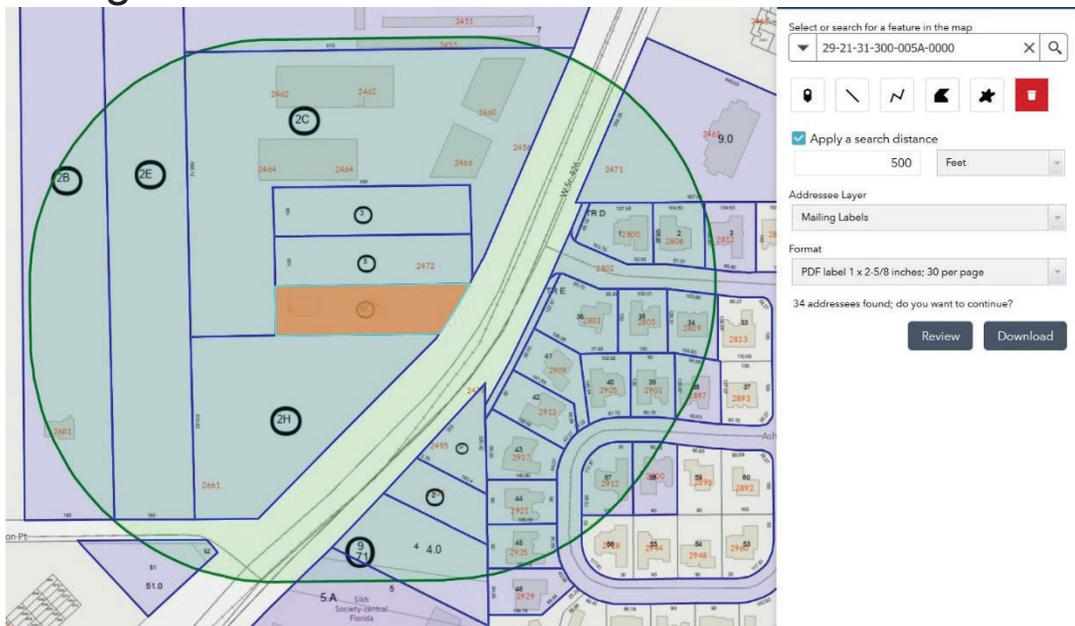
**263 Minorca Beach Way #702**

**New Smyrna Beach, FL 32169**

# Notice of Community Meeting

You are cordially invited to a Community Meeting to provide your input and ask questions as follows:

- Meeting Date: 3/2/2024,
- Meeting Time: 10:00am to 12:00am,
- Community Meeting Location: Seminole County Library – East Branch, Community Room, located at 310 N Division Street, Oviedo, FL.
- Property location for which a rezoning action is pending: 2476 W SR 426 OVIEDO, FL 32765 as shown in Orange below:



- The substance or nature of the matter under consideration is to Rezone this existing non-conforming Agricultural zoning to appropriate C-3 zoning, consistent with the existing Industrial Future Land Use designation per Seminole County Land Development Code & Comprehensive Plan. Property Owner has property for sale and the actual proposed C-3 use is unknown.

ANDERSON, KENDALL A SR & ANDERSON, DEBORAH L  
803 SCHWARZ RD  
EDWARDSVILLE, IL 62025-7947

WILSON, KIMBERLY F  
2901 ASHTON TER  
OVIEDO, FL 32765-7949

VANWORMER, ROBERT A & MARILYN K  
2601 CONNECTION PT  
OVIEDO, FL 32765-9089

SURNA CONSTRUCTION INC  
PO BOX 5252  
WINTER SPRINGS, FL 32708

WENTWORTH ESTATES HOMEOWNERS ASSN INC  
2180 W SR 434  
STE 5000  
LONGWOOD, FL 32779-5041

OVIEDO COMMERCE CENTER LLC  
PO BOX 8  
NEW SMYRNA, FL 32170-0008

WILLIAMS, ANGELA M  
17527 BELLA NOVA DR  
ORLANDO, FL 32820-1446

BROWN, BRENDAN V & MALYN  
2925 ASHTON TER  
OVIEDO, FL 32765-7949

UNIVERSAL AUTOBODY OF ORLANDO LLC  
PO BOX 1385  
WINDERMERE, FL 34786-1385

MULBERRY, RICKY L & SHYTERIA F  
2900 ASHTON TER  
OVIEDO, FL 32765-7946

RIVAS, ALAIN  
4879 FELS COVE AVE  
KISSIMMEE, FL 34744-9250

FARIS, GEORGE A & CASTALDO, FARIS RACINE  
2912 ASHTON TER  
OVIEDO, FL 32765-7946

ACTUALLY WORKING LLC  
195 LYMAN RD  
CASSELBERRY, FL 32707-2801

SIKH SOCIETY OF CENTRAL FLA INC  
2521 W STATE ROAD 426  
OVIEDO, FL 32765

PEREZ, ADA N ENH LIFE EST  
2897 ASHTON TER  
OVIEDO, FL 32765-7949

WENTWORTH ESTATES HOMEOWNERS  
2180 W SR 434  
STE 5000  
LONGWOOD, FL 32779-5041

TORRES, EDGARDO D & COLON, ARELIS G  
2905 ASHTON TER  
OVIEDO, FL 32765-7949

ASSIM, MOHAMED ENH LIFE EST & ASSIM, AMENA ENH  
LIFE EST  
2800 ASHTON TER  
OVIEDO, FL 32765-7945

WENTWORTH ESTATES HOMEOWNERS ASSN INC  
2180 W SR 434  
STE 5000  
LONGWOOD, FL 32779-5041

VAN WORMER, ROBERT A & MARILYN  
2601 CONNECTION PT  
OVIEDO, FL 32765-9089

ABLANEDO, DANIEL & JENNIE C  
2929 ASHTON TER  
OVIEDO, FL 32765-7949

MC HUGH, ANNE & SAFIER, ROBERT  
2812 ASHTON TER  
OVIEDO, FL 32765-7945

SOBHRAJ, HARDYAL H & ROOKMINIE  
2917 ASHTON TER  
OVIEDO, FL 32765-7949

SIKH SOCIETY OF CENTRAL FLORIDA  
2527 W SR 426 ALOMA RD  
OVIEDO, FL 32765

AMSDOLL STORAGE VENTURES XXXVI LLC  
20445 EMERALD PKWY  
#220  
CLEVELAND, OH 44135-6009

MUSGRAVE, STEVEN M  
1940 N BOULDER HWY  
HENDERSON, NV 89011-4136

METE, SEMIHA I & BRYANT, STEVEN E  
2921 ASHTON TER  
OVIEDO, FL 32765-7949

OWEN, LOUISE & JASON  
2801 ASHTON TER  
OVIEDO, FL 32765-7947

MOSES, REGINALD P & URSULA T  
2805 ASHTON TER  
OVIEDO, FL 32765-7947

SIKH SOCIETY OF CENTRAL FL INC  
2527 W STATE ROAD 426  
OVIEDO, FL 32765-8348

RAY, DAVID A & STEPHANIE B  
2913 ASHTON TER  
OVIEDO, FL 32765-7949

2461 WEST SR 426 LLC  
C/O RATCLIFF, STEPHEN J  
751 E CHAPMAN RD  
OVIEDO, FL 32765-9017

OSWALD, RICHARD ENH LIFE EST & OSWALD, EILEEN D  
ENH LIFE EST  
8502 CARACAS AVE  
ORLANDO, FL 32825-7906

DACHOFF, PAUL R & DIANE M  
2808 ASHTON TER  
OVIEDO, FL 32765-7945

# 2476 W SR 426 REZONING COMMUNITY MEETING



NAME	ADDRESS	PHONE (HOME)	PHONE (CELL)	EMAIL
1 Jennie Abbeduto	2429 Ashton Ter	521.693.7314 →		Jennie.Abbeduto@gmail.com
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

**SEMINOLE COUNTY  
LOCAL PLANNING AGENCY/  
PLANNING AND ZONING COMMISSION  
COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
BOARD CHAMBERS, ROOM 1028**

**WEDNESDAY, MAY 1, 2024  
6:00 PM**

**MINUTES**

**CALL TO ORDER AND ROLL CALL**

*Present (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

*Absent (3): Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre\*, and Commissioner Tim Smith*

*\* Commissioner Lourdes Aguirre arrived at 6:35 PM*

**ACCEPT PROOF OF PUBLICATION**

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to approve the Proof of Publication. The motion passed unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**APPROVAL OF MINUTES**

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve the April 3, 2024 Minutes, as submitted. The motion passed unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**PUBLIC HEARING ITEMS**

**Rivas Commercial Rezone** – Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W SR 426, approximately 500 feet north of Connection Point; (PMJS Development Solutions, LLC., Applicant) District1 - Dallari (**Joy Giles, Principal Planner**).

Joy Giles, Principal Planner, presented this item as stated in the Staff report. She further stated the subject site is currently developed as a single family residence under the existing A-1 zoning classification. The Applicant is requesting a rezone from A-1 to C-3 to re-develop the property from a single family residence to an undetermined commercial development in compliance with the C-3 (General Commercial & Wholesale) zoning regulations. The property has an existing Future Land Use of Industrial, which permits the requested C-3 zoning classification. The property has an existing access onto W SR 426, which is classified as an Urban Principal Arterial roadway. There is an existing fourteen (14) foot wide paved trail, known as the Cross Seminole Trail, located along the west side of W SR 426; therefore, the developer will not be required to construct a sidewalk along the right-of-way. 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, maximum F.A.R., and evaluated for buffer requirements at that time. The purpose and intent of the existing Industrial Future Land Use is to have a variety of heavy commercial and industrial land uses oriented towards wholesale distribution, storage, manufacturing, and other industrial uses. The land use should be located with direct access to rail systems, collector and arterial roadways, and as infill development where uses are established. As previously stated, SR 426 is an Urban Principal Arterial roadway, and as such, meets the intent of the Comprehensive Plan. Under Comprehensive Plan Policy FLU 17.5, Evaluation Criteria of Property Rights Assertions; the reasonable use of property is a use which 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 principles. Staff finds the requested rezone from A-1 to C-3 to be consistent with the Comprehensive Plan and compatible with the surrounding trend of development in the area. All of the properties on the west side of W SR 426, lying south of W Chapman Road and north of Aloma Woods, have an Industrial Future Land Use which allows for Industrial, Commercial, and Office uses, and permits the requested C-3 zoning district. Further, the properties to the west and south are zoned to permit C-1 (Retail Commercial), C-3 (General Commercial & Wholesale), and M-1A (Very Light Industrial) uses. Therefore, Staff requests approval of this request.

Commissioner Richard Jerman asked why this request is for a C-3 zoning when it is next door to C-1 zoning. Ms. Giles responded that C-3 is a permitted zoning under the Industrial Future Land Use and there are C-3 uses approved in the area. Therefore, Staff felt it was compatible, which is what the applicant requested.

Philip Hollis, PMJS Development Solutions, of New Smyrna Beach, Florida, stated that he is representing the applicant, Mr. Rivas. Mr. Hollis concurs with Staff's comments and is available to answer any questions from the Board.

Audience participation included the following in support of this request:

Brian Taylor, of Longwood, Florida, stated that he is in full agreement with the project and a thinks it is a great fit for what is occurring on Aloma. He is a next door adjoining property owner and thinks this request should be approved.

No one else from the audience spoke in support or in opposition to this request.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa

Lawhun to **approve and refer** the Rivas Commercial Rezone to the Board of County Commissioners. The motion carried unanimously.

*Ayes (4): Chairman Dan Lopez, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

**Lake Emma Self-Storage Small Scale Future Land Use Map Amendment and PD Rezone** – Consider a Small Scale Future Land Use Map Amendment from Commercial to Planned Development, and a Rezone from C-2 (Retail Commercial) to PD (Planned Development) on approximately 1.26 acres, located on the east side of Lake Emma Road, approximately 250 feet south of Lake Mary Boulevard; (Huber Group, LLC., Applicant) District4 – Lockhart (**Joy Giles, Principal Planner**).

Joy Giles, Principal Planner, presented this item as stated in the Staff report. She further stated that the subject site is currently developed as a retail commercial center in compliance with the existing Commercial Future Land Use in the C-2 (Retail Commercial) zoning district. The Applicant proposes to re-develop the property from the 15,000 square foot multi-tenant commercial building to a self-storage facility with a Floor Area Ratio (F.A.R.) of 1.96, and a maximum building height of 50 feet. The Seminole County Land Development Code (SCLDC) classifies self-storage as an Industrial use, which is not permitted under the existing Commercial Future Land Use designation. The Commercial Future Land Use has a maximum Floor Area Ratio (F.A.R.) of 0.35, and the Industrial Future Land Use has a maximum F.A.R. of 0.65. Therefore, the Applicant is requesting a Future Land Use amendment to Planned Development, which provides for a variety of intensities and uses. The site is located within the Lake Mary Boulevard Gateway Corridor Overlay. The purpose and intent of the overlay is to provide uniform design standards to establish high quality and well landscaped development; prevent visual pollution of building heights that may not be compatible with the surrounding character of development; and maximize traffic circulation functions from the standpoint of safety, roadway capacity, and vehicular movements. The Overlay restricts the maximum building height for all structures to thirty-five (35) feet; requires a minimum fifteen (15) foot wide landscape buffer along the west perimeter adjacent to Lake Emma Road, with specific buffer components; and requires a minimum fifty (50) foot building setback. The Applicant is requesting a variance from the maximum building height and minimum landscape buffer requirement, through the PD rezone process, to allow for a maximum building height of fifty (50) feet and a reduced landscape buffer along Lake Emma Road to five (5) feet. The proposed Master Development Plan in the Board's agenda, as well as the agenda report, states that the Applicant is requesting a building setback of twenty-five (25) feet, which is also a variance from the required fifty (50) foot setback required in the Overlay. However, Staff had a discussion with the Applicant and are amenable to providing a fifty (50) foot building setback. The Applicant's justification statement for the requested PD zoning references three (3) existing commercial establishments for comparable building heights, as follows:

1. The Top Golf entertainment establishment is approximately ¼ mile south of the subject site and located in the City of Lake Mary;
2. The Academy Sports retail store is located in the shopping center directly behind the subject site and located in unincorporated Seminole County within the Lake Mary Boulevard Gateway Corridor Overlay;
3. The Hyatt Place Lake Mary hotel is located approximately ½ mile west of the subject

site and located in unincorporated Seminole County and within the Lake Mary Boulevard Gateway Corridor Overlay.

Staff has evaluated the justification statement and has determined the following:

- The Top Golf facility is within the City of Lake Mary's jurisdiction and not located within the Lake Mary Boulevard Gateway Corridor Overlay, therefore it is not required to meet the standards of the thirty-five (35) foot building height.
- The Academy Sports retail store is located in unincorporated Seminole County's jurisdiction and has a maximum building height of thirty-five (35) feet. It does have a parapet higher than that, but the building itself meets the thirty-five (35) foot requirement.
- The Hyatt Place Lake Mary hotel is located in unincorporated Seminole County's jurisdiction, which was approved in 1993, three (3) years after the Overlay was adopted, with a building height of 45 feet. The hotel was considered to be compatible with its height due to its proximity to the I-4 Ramp.

The development proposes to utilize the existing access onto Lake Emma Road, which is classified as an Urban Major Collector. Public Works has concerns about the existing access in relation to large moving trucks and trailer's ability to maneuver in and out of the site. If the proposed development is approved by the Board, the existing access and median will be further evaluated to determine if a left-turn median cut will need to be removed and re-designed to channelize traffic flow.

The Comprehensive Plan sets forth criteria to evaluate proposed Future Land Use Amendments for compatibility. These criteria include whether the character of the surrounding area has changed enough to warrant a different land use and intensity. The surrounding area along Lake Mary Boulevard from I-4 to Rinehart Road primarily consists of office and retail commercial development located in unincorporated Seminole County as well as the City of Lake Mary. Seminole County's Commercial Future Land Use limits the F.A.R. to 0.35 and does not permit Industrial uses such as Self-Storage. The Seminole County Land Development Code sets forth criteria for approving Planned Developments. The proposed development must be consistent with the Comprehensive Plan and effectively implement the performance criteria contained therein. In addition, it must be determined that the proposed development cannot reasonably be implemented through existing provisions of the Land Development Code, and that the PD zoning would result in greater benefits to the County than that under a conventional zoning. While the proposed development meets the minimum required open space of twenty-five (25) percent for the PD zoning designation and proposed building setback in compliance with the Overlay, the Master Development Plan has not demonstrated how the PD zoning results in greater benefits to the County than development under conventional zoning as follows:

- The proposed five (5) foot wide landscape buffer along Lake Emma Road does not meet the minimum twenty-five (25) foot buffer requirement that our standard Land Development Code buffer ordinance would require, nor does it meet the minimum fifteen (15) foot wide buffer requirement of the Lake Mary Boulevard Gateway Corridor Overlay.
- The proposed building height of 50 feet is not in compliance with the overlay and is out of character for the area.

- The proposed F.A.R. of 1.96 is much more intense than the surrounding commercial developments with a maximum F.A.R. of 0.35.
- The Industrial use of self-storage is not consistent with the surrounding established commercial uses.

Staff finds the requested Future Land Use Amendment and PD Rezone to be:

- Inconsistent with Comprehensive Plan Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification
- Inconsistent with Seminole County Land Development Code Part 25 - PD Planned Development Sec. 30.443 - Review Criteria
- Part 56 - Lake Mary Boulevard Gateway Corridor Overlay Standards Sec. 30.1065 - Building height
- Sec. 30.1066. - Required corridor buffer width
- Sec. 30.1066(b) - Required corridor buffer plantings and placement
- Sec. 30.1071 - Additional zoning variance criteria

Therefore, Staff requests that the Board of County Commissioners deny the requested Small Scale Future Land Use Map Amendment and concurrent Rezone as per the following:

- 1) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Comprehensive Plan and moves to deny the requested Small Scale Future Land Use Map Amendment from Commercial to Planned Development; and
- 2) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request does not meet the identified portions of the Seminole County Land Development Code and moves to deny the requested Rezone from C-2 (Retail Commercial) to PD (Planned Development), any associated Development Order and Master Development Plan.

Commissioner Carissa Lawhun asked what is on the site currently. Ms. Giles responded that it is currently a commercial center with a restaurant and vacant occupancy. Ms. Giles showed on the overhead map where the Corridor is located, which is west of I-4 to Markham Road and east to Sanford Avenue. She further stated that from the center line of Lake Mary Boulevard, the Corridor runs south and north 320 feet.

Commissioner Richard Jerman asked how many feet this proposed development is from the center line. Ms. Giles responded that it is 291 feet from the center line or approximately 29 feet away.

David Stokes, of Madden, Moorhead & Stokes in Maitland, on behalf of the applicant, the Huber Group, along with Alan Bradley with the Huber Group is also here tonight. Mr. Stokes stated the following:

- This property was established in the 1980's with retail and commercial uses.
- Access is through an easement that also serves an abutting gas station.
- The area has changed over the years, which he feels is important, as well as the specifics of some of the criteria.
- The initial submission by the applicant was a five (5) story, sixty (60) foot high building.

- Through the process and negotiating with Staff, it has been reduced to a four (4) story, fifty (50) foot high building.
- Some of the comments from the Staff report about building finishes, window treatments, etc. have been agreed to by the applicant, outside of the stone or brick criteria; as they don't feel that is applicable to the style of the self-storage project.
- The access and buffer along Lake Emma Road are tied together.
- Using slides shown on the overhead, Mr. Stokes showed the elevation of the building and exhibits also provided to Staff in their report.
- Regarding the distance from the Lake Mary Boulevard Gateway Corridor Overlay, being a 320 foot distance from the center line of Lake Mary Boulevard, the exhibit showed the building relative to that.
- The building itself is 304 feet from the center line.
- On the western side, the building is 312 feet from the center line.
- The Overlay states that any building within 320 feet has to comply with the Corridor criteria.
- They feel that what is important is that the property does not front Lake Mary Boulevard, it fronts Lake Emma Road and it has since the 1980's.
- The amount of encroachment as well as the proximity of how the property fronts matters, which is where the access is from.
- There is a gas station between them and the road and a large shopping center that surrounds them.
- From the standpoint of needing a larger buffer, they have two existing physical fixed points for vehicles to access the property; the easement and the existing gas station.
- This requires at entry to turn quickly north to get to the property.
- The ability to provide a fifteen (15) foot wide buffer would require moving the driveway that exists on someone else's property, which they can't control.
- They know the other properties they reference are a little far away, in terms of not being directly adjacent to the project, but they believe are still in the general area; the hotel, Academy retail store, and Top Golf.

Neysa Borkert, Deputy County Attorney, stated that this property is located in the Lake Mary Boulevard Gateway Corridor Overlay and the landscape buffers are required to be twenty five (25) feet. She understands the applicant's request is for a five (5) foot landscape buffer, but there is a provision of the Code that pertains to additional variance requirements, which allows for a ten (10) foot buffer minimum if you're less than 200 feet in depth, which this property is more than that. The applicant is requesting a reduction in buffer to five (5) feet in order to make the site work. She asked the applicant why they believe they can go to five (5) feet when the minimum is ten (10) feet. In her opinion, she states that they cannot go down to five (5) feet, because the minimum requires no less than ten (10) feet, providing the depth is less than 200 feet. Ms. Borkert asked the applicant if there was something more the applicant would like to add to their reason for a further reduction.

Mr. Stokes, for the applicant, responded that the reasons are because of the two existing easements and existing access points; 1) the driveway is fixed off of Lake Emma, and 2) the driveway to the north (of the adjacent property), is also fixed because they don't own or control that access. This reduction was prompted because of these restrictions.

Ms. Borkert asked how wide the access easement is and Mr. Stokes responded that the drive aisles are roughly twenty (20) feet wide.

Commissioner Jerman asked how much space is in-between the drive aisle and the proposed building. Mr. Stokes responded that the drive aisle (north/south portion) is roughly seventy (70) feet to the building. He further stated that on their plan they have parking spaces with a dividing island to separate the drive-through for the storage facility to accommodate those dropping off their storage items without restricting access through the easement to the north.

Additional discussion ensued regarding the proposed placement of the drive aisles, the landscape buffer, access, and the building.

***\* Commissioner Lourdes Aguirre arrived at 6:35 PM during the presentation of this item***

Mr. Stokes showed a slide of the proposed plan with the addition of the future I-4 off-ramps, which will eventually, directly connect to Lake Emma Road. Mr. Stokes stated that today, the intersection of Lake Mary Boulevard and Lake Emma Road is a pinch-point and a challenging intersection. This ramp re-design improvement by the Department of Transportation (DOT) will funnel all trips that would be traveling on Lake Mary Boulevard and turning onto Lake Emma Road to funnel directly to Lake Emma Road. This change is in the works, but has not started yet.

Commissioner Jerman asked if they agreed to an additional building setback and Mr. Stokes responded yes, they do agree to that. He further stated that the plan already meets the building setback, as the building is set back more than the required fifty (50) feet, which they comply with.

Audience participation included the following speaker:

1. Steven Garcia, a tenant of the Shoppes of Lake Emma, Suite 109. Their business is called BLENDS at Lake Mary, which is a healthy café including protein shakes and donuts. They've been at this location for one (1) year. This proposed plan is new to them and they found out about one week ago when the placard sign went up. There is a lot of traffic on the roads in that area and it will be difficult to have this type of building at this location, which is out of character for this neighborhood. A storage unit at that location would hinder what is already there. They appreciate having the opportunity to be located in this area and serving the community.

No one spoke in favor of this project.

Commissioner Jerman asked Ms. Giles if she felt differently about Staff's recommendations, considering Mr. Stokes presentation and further discussion. Ms. Giles responded that it doesn't change Staff's recommendation, because it doesn't meet the requirements of the Overlay. She further stated that the only variance to the Overlay is what Neysa previously mentioned, which is the required landscape buffer can be reduced to a ten (10) foot buffer only if the depth of the lot does not meet the 200 foot minimum.

Commissioner Jerman asked Ms. Giles if she didn't like the compromise that Mr. Stokes was offering and Ms. Giles responded that she appreciates the compromise, but she has to look at the Code as it is stated and that's the only way the Overlay allows for the landscape variance. Commissioner Jerman stated that there is an easement that can't be planted in and no way to solve that problem. He further stated that anybody who builds there will have the same problem.

Neysa Borkert, Deputy County Attorney, stated that there are a couple of questions resulting from the applicant's presentation. One is whether or not the twenty (20) foot planting area can be utilized in the island, on the north side, and the south side depending on the width, to count toward the buffer. She further stated that in any case the Code does not allow for the applicant to go to five (5) feet. It provides for ten (10) feet if less than 200 feet, and they have approximately 219 feet in width. A variance can be conceivably granted between twenty-five (25) feet and ten (10) feet, for fifteen (15) feet, because fifteen (15) doesn't require the lesser width provision. In summary, no on the five (5) feet, they don't meet the ten (10) feet, but they could do something in-between 10 and 25 feet. Planning Staff would have to look at whether or not they could count the width and planting areas in the top and bottom towards the width, and maybe they could get there.

Ms. Giles stated that during review discussions with the applicant, Staff recommended that the existing retention pond along the west side be moved in order to provide buffer area and the applicant wanted to utilize the existing pond as it is and not use that for a buffer. Staff recommended that since the site is being re-developed, that it be re-developed all the way to provide the most space possible for the buffer area. Overall, they felt there was more room for give and take.

Commissioner Jerman stated that this Board use to get options for motions, such as deny or recommend approval, but in this request, Staff only included two motions to deny and nothing to approve it. He asked why this was changed.

Ms. Borkert responded that this requested action is Staff's recommendation, but Staff can still provide the Board with an alternate motion, which she's not sure why procedurally that changed. She continued by stating that the Board has a Staff report that recommends denial and therefore describes the evidence as to why the Board should deny the request and the applicant's testimony as to why it should be approved. Testimony is on the record from both sides. If the Board approves the request, then they have to make the approval based on the applicant's testimony and information provided and also since Staff is recommending denial of the request, there was no Development Order prepared, but the applicant did provide a Development Order. Therefore, the Board's recommendation for approval should include, not only the approval of the Comprehensive Plan, but also the rezoning with the PD Development Order that the applicant provided. If the Board wants changes to the provided Development Order, the Board would have to state that for the record in their motion.

Commissioner Jerman asked to speak to the applicant and stated that he thought there were things that could be worked out. He asked the applicant if they wanted to continue the item or do they want this Board to determine the action and move forward.

Mr. Stokes responded that the landscape buffer may make a difference. He further stated that the challenge in the buffer, as typically applied, would put the easement in the retention

pond. They would like the buffer language to be stated as follows, which would be reasonable to them:

- Allow, where not in conflict with the easement, trees be planted on the side slopes of the pond, and
- The pond is allowed within the buffer, and
- Allow plantings to be relocated to other areas of the property, such as in-between the building and Lake Emma Road, and
- Not counting it as a buffer, but rather say they can move plantings there, in order to achieve plant criteria that Staff and the buffer are asking for

Dale Hall, Planning & Development Manager, stated that there was a list of items that did not meet the criteria of our Code and the Comp Plan. The buffer width is one of the items, but there are still several issues with incompatibility, land use, rezoning, and building height that goes beyond just the landscape issues. (*Listed below are the items referenced on the overhead*):

Staff finds the requested Future Land Use Amendment and PD Rezone to be:

- Inconsistent with Comprehensive Plan Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification.
- Inconsistent with Seminole County Land Development Code Part 25 – PD Planned Development Sec. 30.443 – Review Criteria
- And inconsistent with Part 56 – Lake Mary Boulevard Gateway Corridor Overlay Standards for the following sections:
  - Sec. 30.1065. - Building height
  - Sec. 30.1066. - Required corridor buffer width
  - Sec. 30.1066(b). - Required corridor buffer plantings and placement
  - Sec. 30.1071. – Additional zoning variance criteria

Commissioner Jerman commented that this is a very difficult property and what is there now could use some re-development and an improvement from what's there. He further stated that he doesn't think Staff took that into consideration to find ways to help this.

Alan Bradley, the applicant, stated he is with the Huber Group. He further stated that his company originally developed this Center in the 1980's and they've been landlords since then. A lot has changed since the 1980's. They're looking at a project that has lived its life and it's ready for a new life, as changes over time occur. There's not much language in Seminole County for infill re-development. Self-storage is not an Industrial use when you really touch and feel it. It's really a retail use and a use that is necessary for life changes. They follow community, families and homes. They don't build on the outskirts of town and wait for houses to follow. This is a unique opportunity for them in finding their way of how this meets the desires of Seminole County. They're providing a necessary service and do a lot of in-house studies of how they market, who they look for, and where they go. This area is greatly under-served for their product. Floor Area Ratio (F.A.R.) wants you to build a sea of parking with a tiny building that's only 30% of the whole lot. This land is a very small infill piece of land and under 1.5 acres. What is existing there now is a very large F.A.R. compared to what Code typically allows, but it's the typical 100 parking spaces and a tiny little building.

Today, they have a building that sits on the property line with minimal landscaping, maximal lot development. They're actually increasing open space with their proposed plan and decreasing parking. They're cutting their proposed trips – as trip generation is a big deal in heavily congested areas like this – and cutting them in half. When looking at square footage increasing, it's because this is a passive use and an extension of a home. This is something very necessary for a lot of the new development that comes into Seminole County. They feel they are providing something that is very compatible with the area. They're not proposing to build this in the middle of a residential part of Seminole County and they're not asking to build this on a two lane dirt road at a dead-end. They're asking to build this at a reasonable intersection that does not have residential uses adjacent to affect someone's life, but asking to use a Commercial use in place of a Commercial use. They're asking to decrease traffic on an already strained network, in exchange for that they're asking to build at a size that is appropriate for the area and economics, which is to be four (4) stories high and fifty (50) feet, of which is in character with waivers that have been granted in the past as they proved by the hotel to the west. They're on the outskirts of the Lake Mary Overlay, without fronting on Lake Mary Boulevard. They would like to breathe new life into this location to take a tired, blighted, and difficult to run shopping center and replace it with something that serves the community, brand new, looks great, and brings a lot more revenue to the tax role than what's currently there.

Chairman Dan Lopez commented that he likes Commissioner Jerman's suggestion of tabling this project to see if some of these items can be addressed.

Commissioner Jerman commented that they're close enough and the only couple of issues is that the building height, which they're getting penalized for, because they're twenty (20) feet inside some "phony-boloney" Overlay that doesn't really mean anything. They've worked out the building setbacks, which is okay. He thinks there is a resolution with the landscape buffer issue. He doesn't see any issues prohibiting this from moving forward. He stated that the Development Order will need to be reviewed again by Staff and they can make a recommendation for approval to the Board of County Commissioners.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Brandy Ioppolo to **approve and refer** the Lake Emma Self-Storage Small Scale Future Land Use Amendment and PD Rezone and Master Development Plan to the Board of County Commissioners; **to include the resolution of the buffer issue per the Applicant's recommendations and to work with Staff prior to the next BCC meeting.** The motion carried unanimously.

Commissioner Carissa Lawhun stated that after reading through the agenda packet, she felt there were a lot of asks and little attempt at compliance. She didn't see much of a benefit to the community. Her position has been swayed by the applicant's statement and she supports the motion for approval.

Commissioner Lourdes Aguirre stated that she agrees, after Mr. Bradley's presentation, that times change and the need is there. She supports the motion for approval.

*Ayes (5): Chairman Dan Lopez, Commissioner Lourdes Aguirre, Commissioner Brandy Ioppolo, Commissioner Richard Jerman, and Commissioner Carissa Lawhun*

## **CLOSING BUSINESS**

Dale Hall, Planning & Development Manager, stated that the next P&Z Commission meeting is scheduled for July 3, 2024. The following day is the July 4<sup>th</sup> holiday. Also, on September 4, 2024 is the P&Z Commission meeting, which is two days after the Labor Day holiday. He is bringing it up for the Commission to see if there are any potential conflicts with their schedules and if they would like to propose an alternate meeting date or keep it as scheduled. Commissioner Richard Jerman proposed moving the July 3, 2024 meeting to July 10, 2024. He doesn't feel the September 4, 2024 date needs to be moved.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to move the regular meeting of the P&Z Commission from July 3, 2024 to July 10, 2024 at 6:00 PM. The motion passed unanimously.

## **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:08 P.M.

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On June 11, 2024, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

**LEGAL DESCRIPTION**

SEC 29 TWP 21S RGE 31E  
N 100 FT OF S 495 FT OF W 400 FT OF E 425 FT OF NW ¼

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

**Property Owner:** Alain Rivas

**Project Name:** Rivas Commercial Rezone

**Requested Development Approval:** Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W SR 426, approximately 500 feet north of Connection Point.

Findings: After fully considering staff analysis titled “Rivas Commercial Rezone” and all evidence submitted at the public hearing on June 11, 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

# DEVELOPMENT SERVICES PUBLIC HEARING ITEMS

Board of County Commissioners Meeting  
June 11, 2024

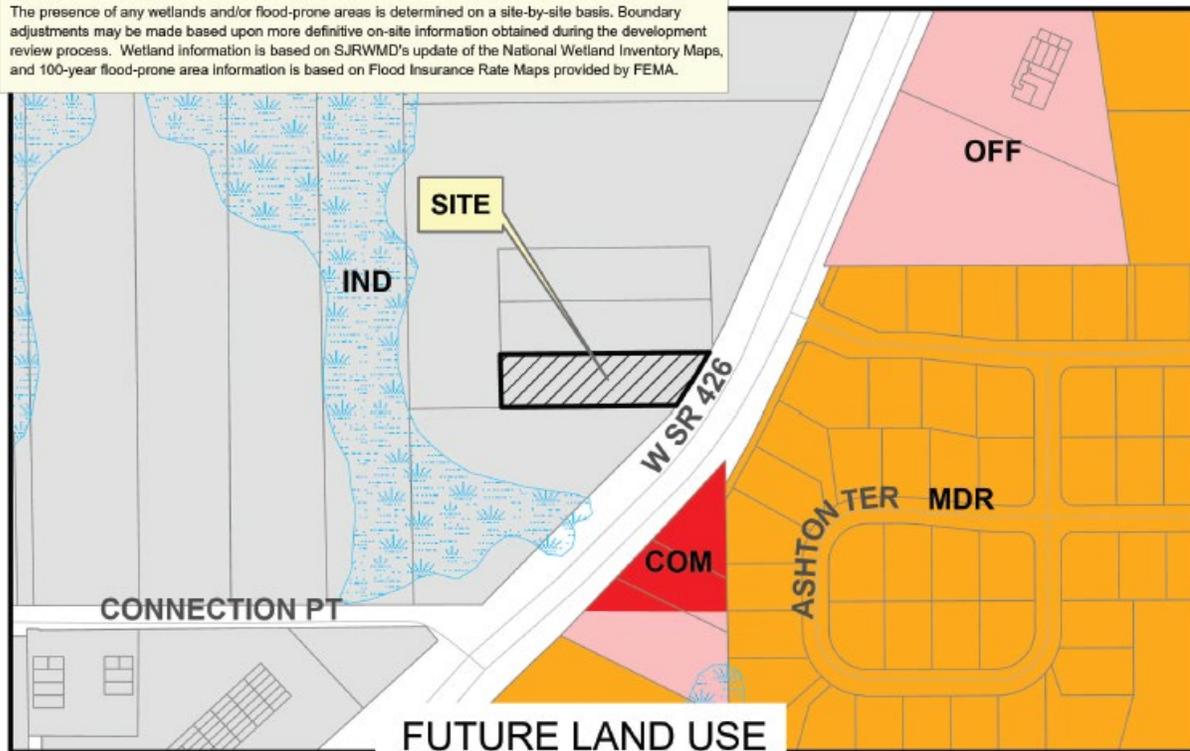
# RIVAS COMMERCIAL REZONE

**Applicant:** PMJS Development Solutions

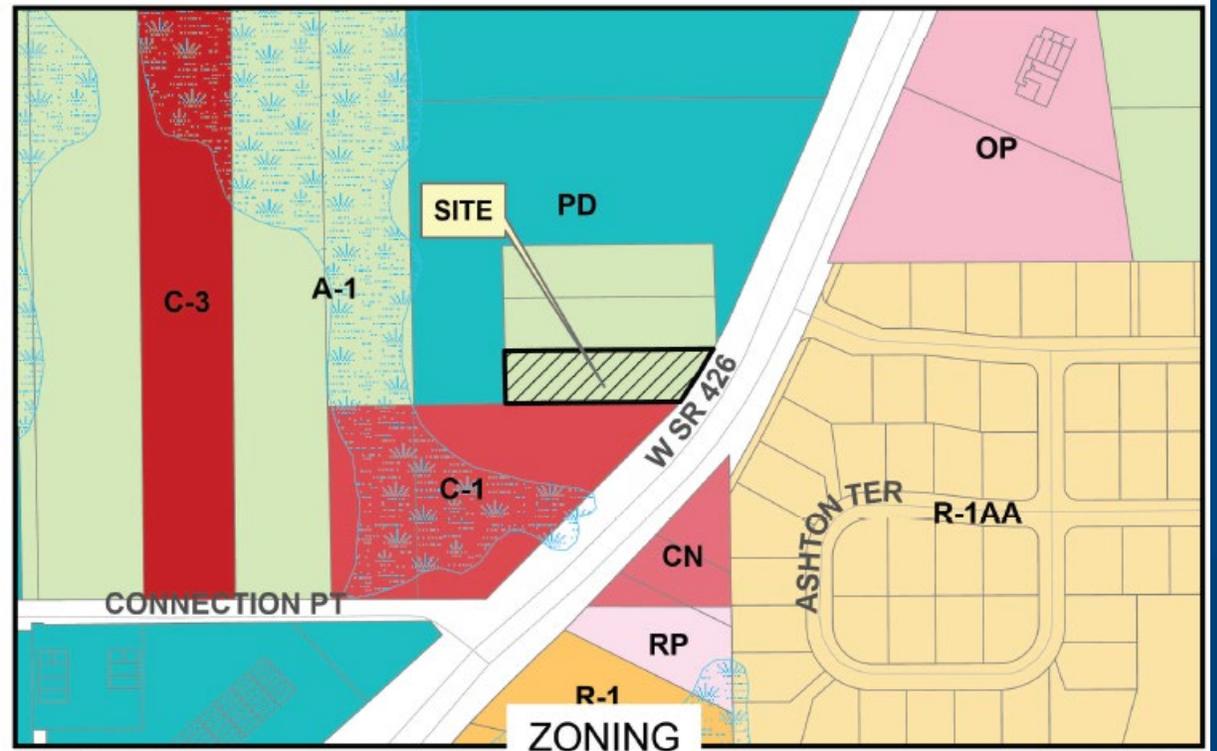
**Request:** Consider a Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point.

# RIVAS COMMERCIAL REZONE

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



Site
  CONS
  COM
  IND
  MDR
  OFF



Date: 4/18/2024

Site
  A-1
  R-1
  OP
  C-1
  PD
  CONS
  R-1AA
  RP
  CN
  C-3

# RIVAS COMMERCIAL REZONE





# RIVAS COMMERCIAL REZONE

## Requested Board Action:

- Adopt the Ordinance enacting a Rezone from Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on approximately 0.78 acres, located on the west side of W S.R. 426, approximately 500 feet north of Connection Point.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

**File Number: 2024-0726**

**Title:**

**5819 Bear Lake Circle - *Continued from the 5/14/24 BCC Meeting*** - Consider approval of a 1,725 square foot combined boat dock/house/boat slip on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Drive, more particularly known as 5819 Bear Lake Circle; (Brian Smith, 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 purchased the subject property in March 2022 with the existing boat dock, slip, and boat house. Based on staff research, it appears the original boat dock and boat house were built in 1979.

Inspector Hathaway was completing a nearby inspection and received a complaint from the contractor on that site regarding the subject property. Following up on that complaint she noticed a new load of wood, including post sitting on the driveway of the subject property. After speaking with the construction crew and the property owner, it was confirmed that he was going to replace the dock and had already replaced the siding on the boathouse. Inspector Hathaway, with confirmation from the Building Official, placed a Stop Work Order at the residence. On 12/4/23 a Statement of Violation was sent to property owner of record. The property owner applied for a permit (Permit #23-19609) on 1/3/24. Upon review of the permit, it was determined that Board of County Commission approval is required due to the 1,000 sq. ft. threshold for a Dredge and Fill permit. Staff mailed the Final Letter on 3/7/24 (with a corrective action due date of 3/14/24) with confirmation from the Inspector that the violation remains. The case was not scheduled for a Special Magistrate meeting since the property

owner was working in good faith to bring the property into compliance by applying for a building permit and a dredge and fill permit. The code enforcement case is proceeding; however, the owner is working toward compliance and the owner of the property changed, therefore the property owner was required to be re-noticed. A New Owner Letter was mailed out giving the owner 30 days (6/17/24) to come into compliance. If compliance is not reached, the next step is to file the SOV (Statement of Violation) for the Special Magistrate.

In 2014, a building permit was issued to the prior owner for a dock extension. However, based on staff research, it does not appear that Board of County Commissioners approval was sought or granted for the original boat house, boat dock, and boat slip, which, in the aggregate, exceeded 1,000 square feet.

The Applicant proposes reconstructing the existing boat dock on the subject property. Once complete, the total square footage of the boat house, boat slip, and dock will be 1,725 square feet in aggregate.

- The existing boat house is approximately three hundred and thirty-three square feet (333 sq. ft.). The existing boat house, dock, and slip combined is 1,110 square feet.
- The property owner proposes adding an additional six hundred fifteen (615) square feet to the reconstructed dock to accommodate a new seating area.
- The property owner initially replaced boards along the dock but discovered that the pilings and boards were severely degraded and needed replacement, so he decided to replace the entire dock.
- The property owner also replaced the siding on the existing boat house. (Exhibit A).

On December 2, 2023, a building inspector observed a load of wood on the site and questioned the contractor about the construction, as no permit was on site. The contractor stated that the siding had been replaced on the boathouse, and the building inspector posted a stop work order. The property owner subsequently applied for a building permit. Permit review revealed that a public hearing before the Board of County Commissioner is necessary per section 70.6(g) of the Land Development Code of Seminole County (LDCSC). Section 70.6(g) of the LDCSC requires a public hearing for boat houses, boat docks, and boat slips that alone or in the aggregate exceed 1,000 square feet.

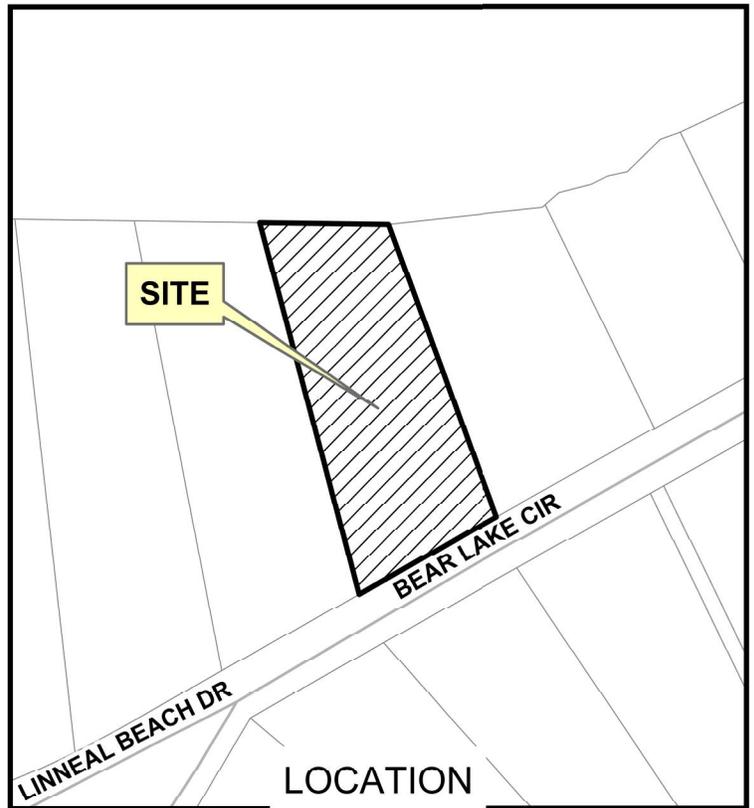
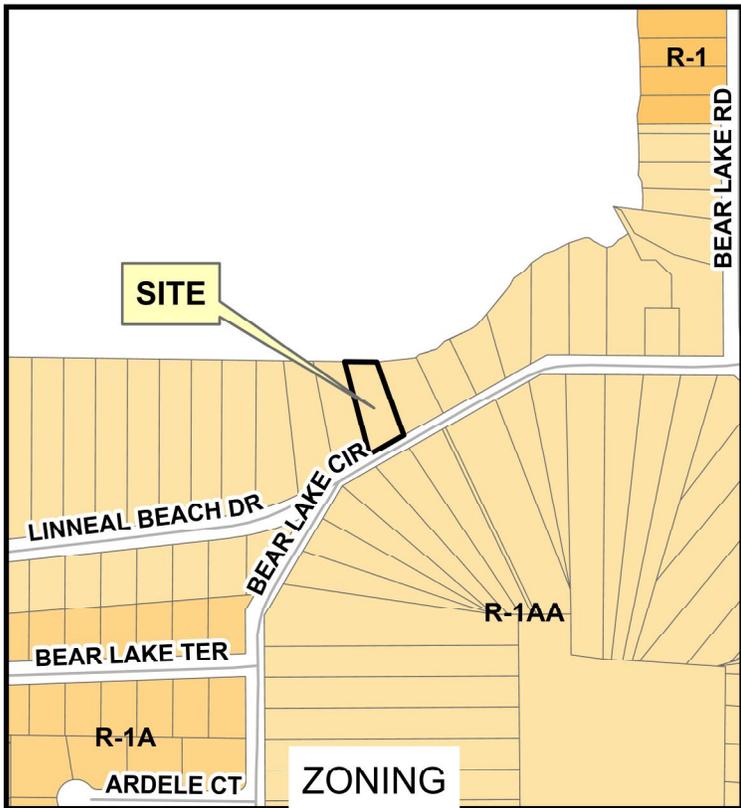
A review of the existing dock sizes along Bear Lake Circle shows sizes ranging from 424 square feet to 1,580 square feet.

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 water on the County.  
*As Bear Lake's surface area 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, which is 311 acres, provides an adequate environment for the propagation of wildlife, fish, aquatic plants, and animals.*
- d) 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 public health, safety, comfort, good order, appearance, prosperity, and general welfare.  
*For the reasons noted above, there should be no negative effect on 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 Florida Department of Environmental Protection issued the applicant a General Permit for a boat dock/house, which is attached as Exhibit B.*
- g) The possible effect on 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:**

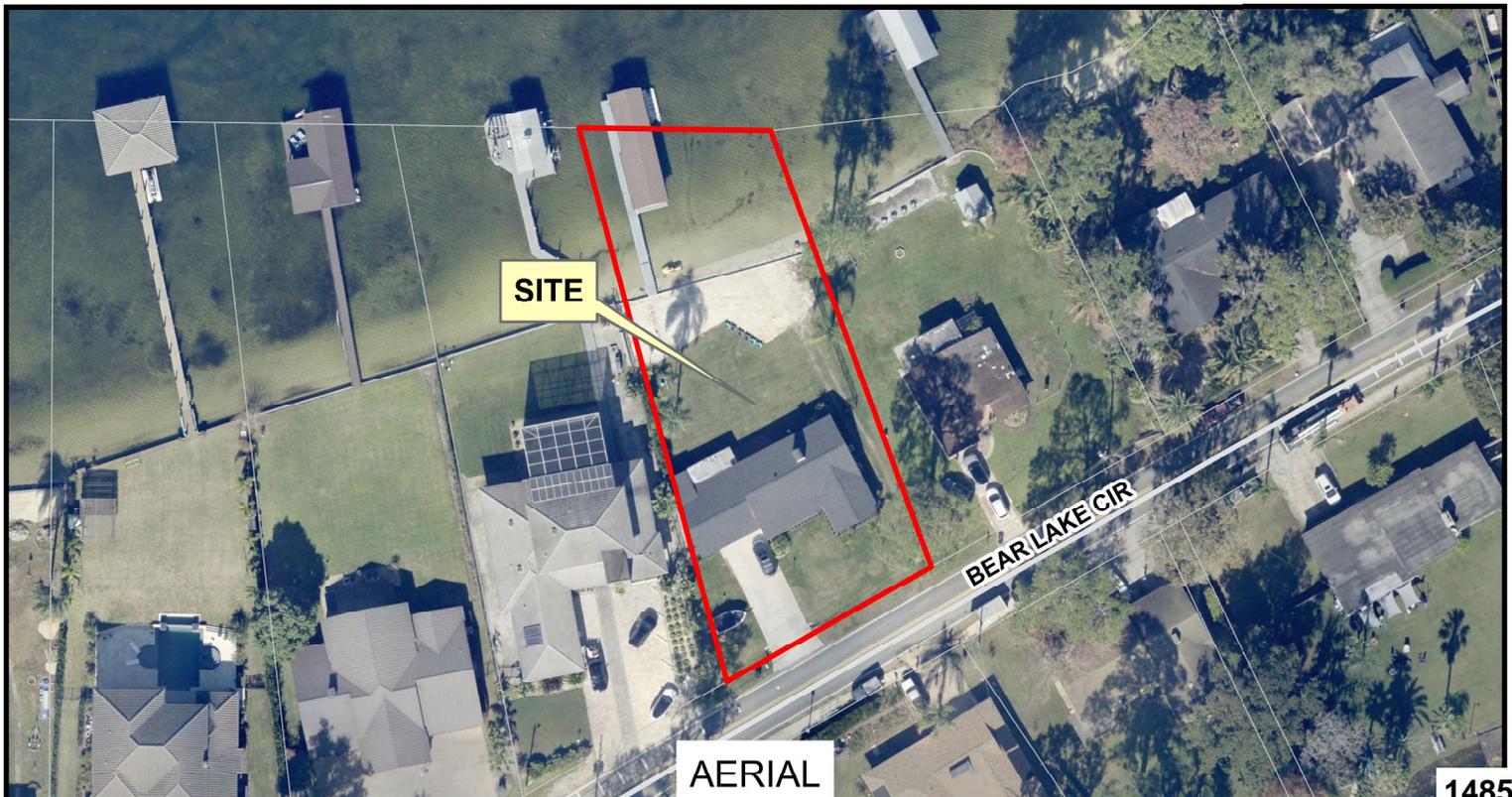
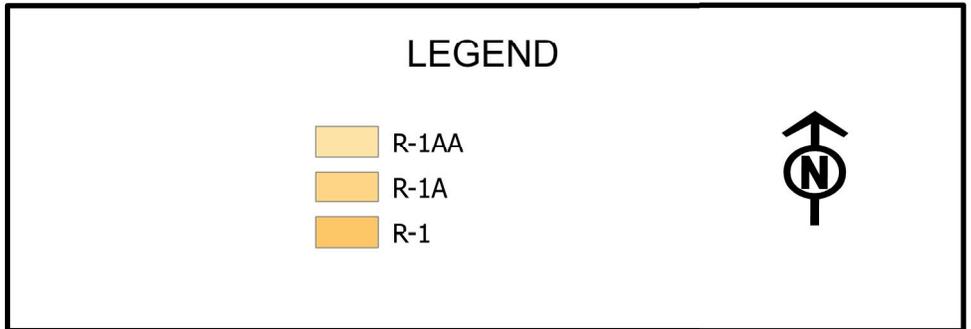
Staff requests that the Board approve the request for a 1,725 square-foot combined boat dock, house, and slip located on the north side of Bear Lake Circle, approximately 418 feet west of Linneal Beach Dr., more particularly known as 5819 Bear Lake Circle.

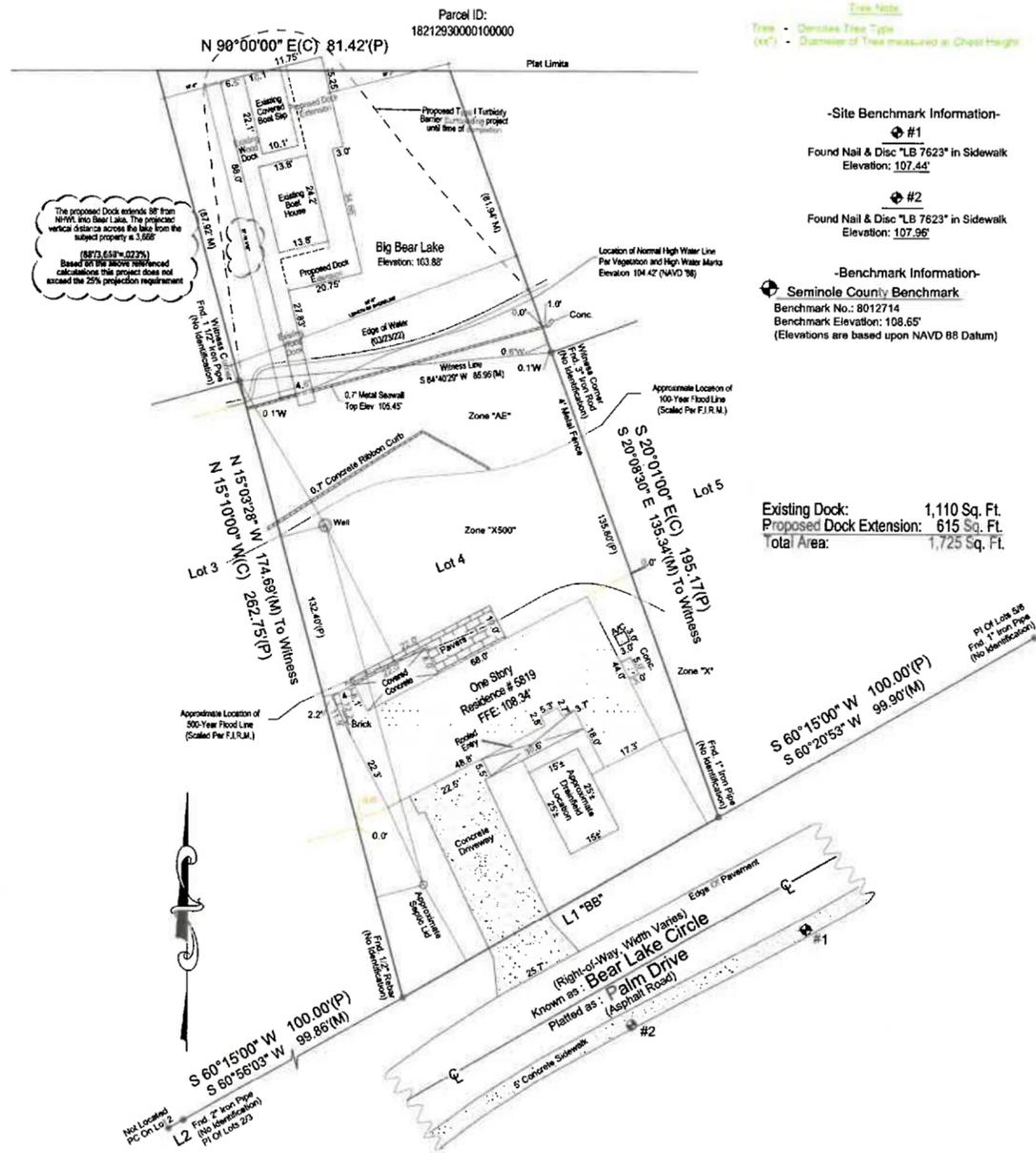


**BRIAN SMITH**  
 5819 BEAR LAKE CIR  
 APOPKA, FL 32703

**SEMINOLE COUNTY**  
 BOARD OF COUNTY COMMISSIONERS  
 MAY 14, 2024

**PARCEL #19-21-29-508-0000-0040**





L1 S 60°15'00" W 100.00'(P)  
 S 60°15'00" W 99.77'(M)  
 L2 S 60°15'00" W 04.69'(P)  
 S 60°56'03" W 04.69'(C)

Revision: Normal High Water Line - 03/23/22 - BMJ  
 Revision: Updated Survey - 03/17/22 - ADS  
 Revision: Updated Survey - 11/01/21 - TCK

**-Site Benchmark Information-**

#1  
 Found Nail & Disc "LB 7623" in Sidewalk  
 Elevation: 107.44'  
 #2  
 Found Nail & Disc "LB 7623" in Sidewalk  
 Elevation: 107.96'

**-Benchmark Information-**

Seminole County Benchmark  
 Benchmark No.: 8012714  
 Benchmark Elevation: 108.65'  
 (Elevations are based upon NAVD 88 Datum)

Existing Dock: 1,110 Sq. Ft.  
 Proposed Dock Extension: 615 Sq. Ft.  
 Total Area: 1,725 Sq. Ft.

**GENERAL NOTES KEY:**

THIS IS NOT A SURVEY. MJS, INC. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE OWNER AND CONTRACTOR ARE TOTALLY RESPONSIBLE FOR PLACING THE BUILDING ON THE PROPERTY.

POOL DESIGN AND LOCATION SHOWN ARE ONLY SUGGESTED. THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR FINAL POOL DESIGN AND LOCATION.

LANDSCAPING DESIGN BY OTHERS

MJS, INC. ASSUMES NO RESPONSIBILITY FOR SEPTIC DESIGN OR LOCATION. SEPTIC IF SHOWN ON PLANS IS PER BUILDER OR OWNER REQUIREMENTS. SEPTIC SYSTEMS ARE TO BE DESIGNED AND LOCATED PER DEPT. OF HEALTH REQUIREMENTS OR AS PER GOVERNING CODES.

NOTE:  
THE DRAINAGE MUST BE DIRECTED TOWARDS A DRAINAGE EASEMENT WITH A POSITIVE OUTFALL OR TO THE ROADWAY R/W. INCREASE OR CREATION OF "WATER PONDING" TO ADJACENT PROPERTIES IS PROHIBITED.

NOTE:  
PROPOSED IMPROVEMENTS WILL HAVE MINIMAL IMPACT TO EXISTING RUNOFF DRAINAGE PATTERNS. NO FILL WILL BE IMPORTED TO SITE EXCEPT FOR RESIDENCE FOUNDATION.

Digitally signed by Edward R. Shinskie  
Date: 2024.02.19 08:56:51

MJS ENTERPRISES LLC  
 Florida Reg. #47515  
 4707 West Turkey Rd.  
 Mims, FL 32754

ENTERPRISES LLC  
 FL PL #18719 COC 187190

815 Orienta Ave., Suite #1040  
 Altamonte Springs, FL 32701  
 Ph: (407) 629-6711  
 Fax: (407) 629-6776  
 www.mjsdesignersgroup.com

**MJS**  
 designers group  
 residential-commercial architecture

**Smith Boathouse**  
 5819 Bear Lake Cir.  
 Apopka, FL 32703

ISSUE DATE: 06/21/2023

PROJ. REVS	DATE
09/25/2023	
02/15/2024	

PROJECT: 22-0183-01  
 SCALE: AS NOTED  
 DRAWN BY: JML  
 DESIGNED BY: MJS

**DISCLAIMER:**  
 THE SCOPE OF WORK FOR THIS DRAWING IS TO PROVIDE A PROPOSED LAYOUT TO ENSURE HOUSE FITMENT ON THE LOT AND COVERS THE FULL EXTENT OF MJS RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE BUILDER, SURVEY COMPANY, CIVIL ENGINEER (IF APPLICABLE) AND HOMEOWNER TO VERIFY ALL DIMENSIONS, B.F.E. & F.F.E. FOR THE ACTUAL PLACEMENT OF THE HOUSE. MJS DESIGNERS GROUP AND THE ENGINEER OF RECORD WILL NOT BE HELD LIABLE FOR ANY WORK COMPLETED OUTSIDE OF THIS SCOPE OF WORK.

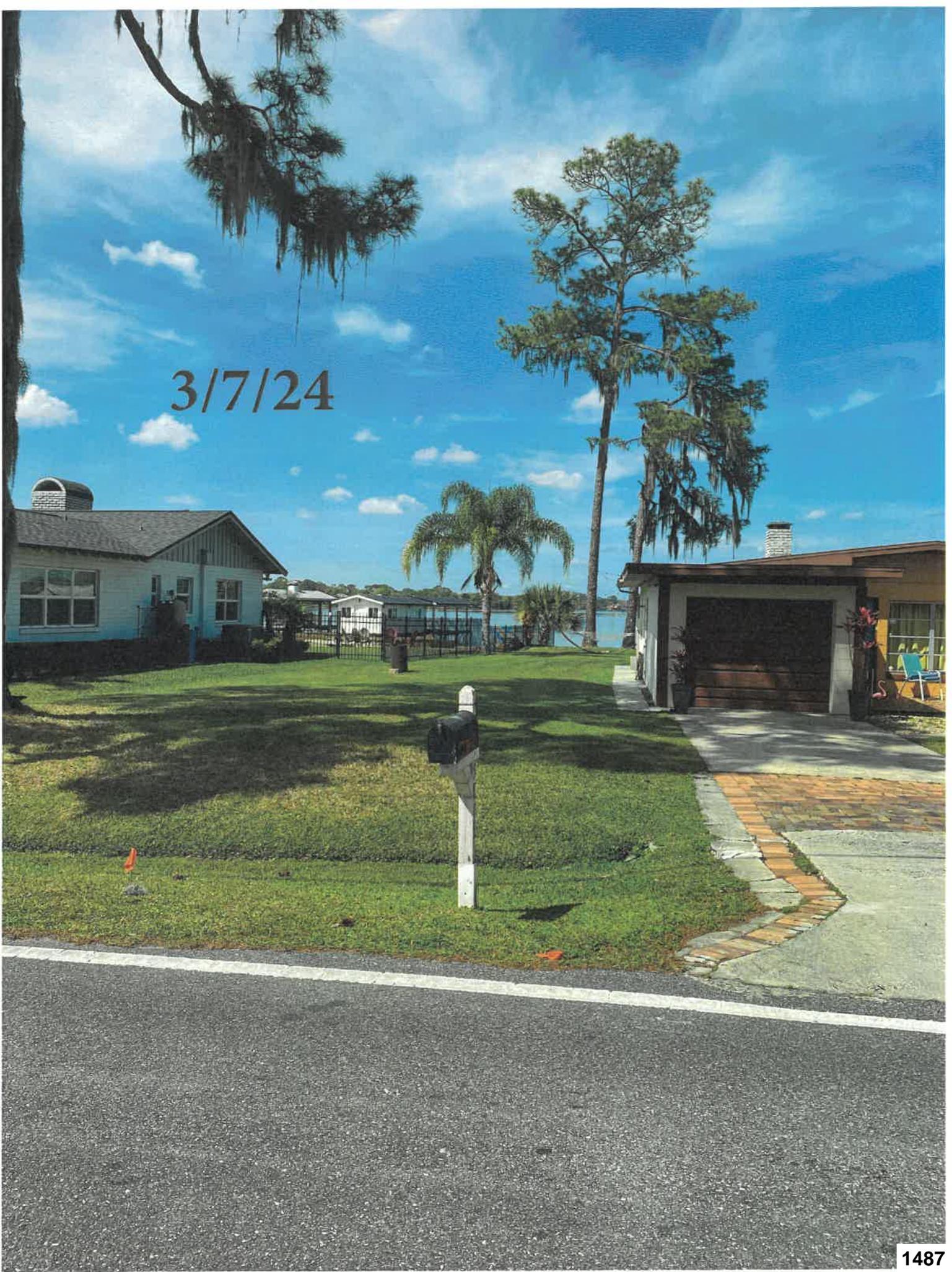
**Site Layout**  
 SCALE: 1" = 20'-0"

Feb 15, 2024, 1:30pm  
 Custom Clients/Smith House (5819 Bear Lake Circle)A-00 Site Plan/Initial Design/Plans in this publication are protected under the copyright law. Reproduction of the illustrations or working drawings by any means is strictly prohibited in whole or in part without the written consent of MJS, Inc.

ISSUE DATE: 06/21/2023  
 REVISIONS  
 PROJ. REVS: 09/25/2023  
 PROJ. REVS: 02/15/2024  
 PROJECT: 22-0183-01  
 SCALE: AS NOTED  
 DRAWN BY: JML  
 DESIGNED BY: MJS

SITE LAYOUT  
**S-01**

3/7/24



3/7/24





# 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](mailto: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

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.

### **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;

(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](mailto: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.

#### 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](mailto: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.

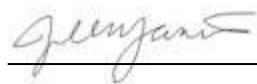
Judicial Review

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 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

### **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](mailto:plandesk@seminolecountyfl.gov)  
Stephanie Rosario Machuca, [stephanie@amaconsultinggroup.com](mailto:stephanie@amaconsultinggroup.com)  
Ben Landall, [Completelytransformed.ben@gmail.com](mailto:Completelytransformed.ben@gmail.com)  
Jason Lee, [jlee@mjsdesignersgroup.com](mailto:jlee@mjsdesignersgroup.com)  
FDEP, Zoey Carr, Jill Farris

### **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

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 [http://publicfiles.dep.state.fl.us/DEAR/Stormwater\\_Training\\_Docs/erosion-inspectors-manual.pdf](http://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](mailto: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](mailto: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.

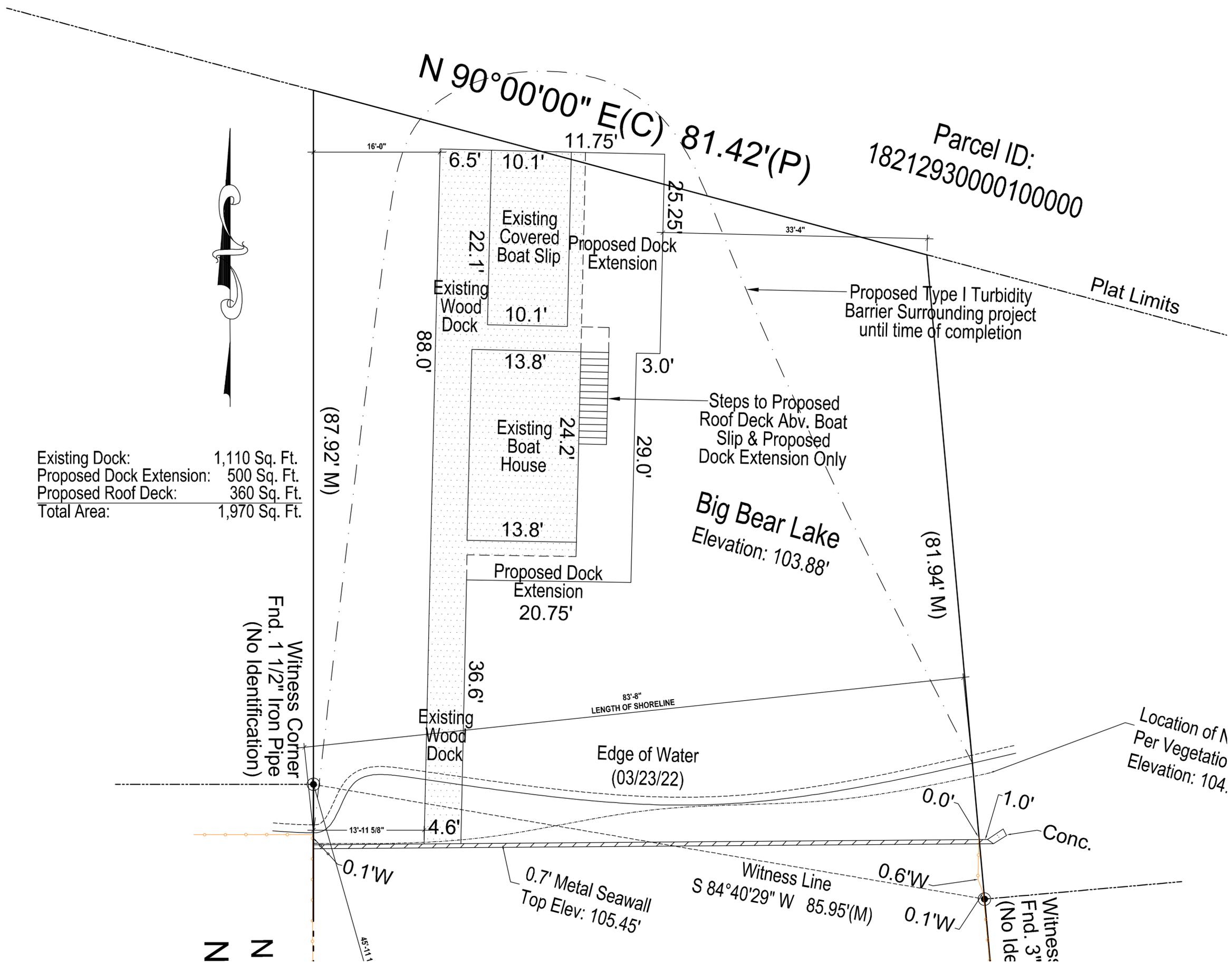
(g) Structures or activities shall not create a navigational hazard.

(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.*



Existing Dock:	1,110 Sq. Ft.
Proposed Dock Extension:	500 Sq. Ft.
Proposed Roof Deck:	360 Sq. Ft.
<b>Total Area:</b>	<b>1,970 Sq. Ft.</b>



**N N**

# 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



5819 BEAR LAKE CIRCLE, AOPKA, FLORIDA 32703

### Tree Note:

Tree - Denotes Tree Type  
(xx") - Diameter of Tree measured at Chest Height

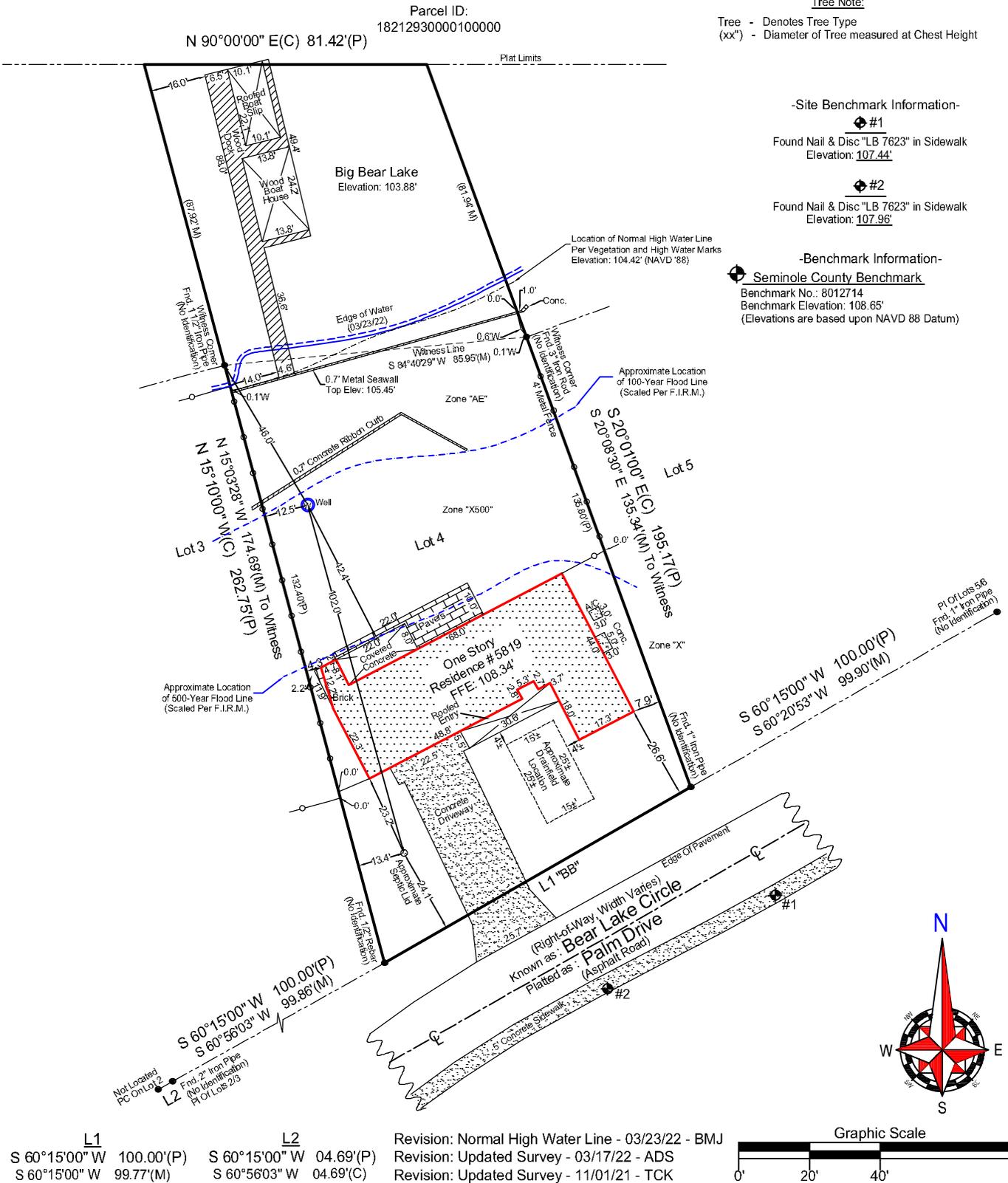
### -Site Benchmark Information-

#1  
Found Nail & Disc "LB 7623" in Sidewalk  
Elevation: 107.44'

#2  
Found Nail & Disc "LB 7623" in Sidewalk  
Elevation: 107.96'

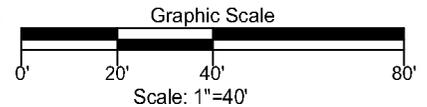
### -Benchmark Information-

Seminole County Benchmark  
Benchmark No.: 8012714  
Benchmark Elevation: 108.65'  
(Elevations are based upon NAVD 88 Datum)



<b>L1</b> S 60°15'00" W 100.00'(P) S 60°15'00" W 99.77'(M)	<b>L2</b> S 60°15'00" W 04.69'(P) S 60°56'03" W 04.69'(C)
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Revision: Normal High Water Line - 03/23/22 - BMJ  
Revision: Updated Survey - 03/17/22 - ADS  
Revision: Updated Survey - 11/01/21 - TCK



Field Date: 3/23/2022 Date Completed: 03/23/22

Drawn By: P. File Number: S-58277 NHWE

-Legend-	
C	- Calculated
C	- Centifine
CB	- Concrete Block
CM	- Concrete Monument
Conc.	- Concrete
D	- Description
DE	- Drainage Easement
Esmt.	- Easement
F.E.M.A.	- Federal Emergency Management Agency
FFE	- Finished Floor Elevation
Fnd.	- Found
IP	- Iron Pipe
L	- Length (Arc)
M	- Measured
N&D	- Nail & Disk
N.R.	- Non-Radial
ORB	- Official Records Book
P	- Plat
P.B.	- Plat Book
□	- Wood Fence
PC	- Point of Curvature
Pg.	- Page
PI	- Point of Intersection
P.O.B.	- Point of Beginning
P.O.L.	- Point on Line
PP	- Power Pole
PRM	- Permanent Reference Monument
PT	- Point of Tangency
R	- Radius
Rad.	- Radial
R&C	- Rebar & Cap
Rec.	- Recovered
Rfd.	- Roofed
Set	- Set 1/2" Rebar & Rebar Cap "LB 7623"
Typ.	- Typical
UE	- Utility Easement
WM	- Water Meter
Δ	- Delta (Central Angle)
-O-	- Chain Link Fence

-NOTES-

- >Survey is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been Located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield Locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-

NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 6J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, PSM 6637, LB 7623  
This Survey is Intended ONLY for the use of Said Certified Parties.  
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

**Ireland & Associates Surveying, Inc.**  
800 Currency Circle | Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com  
Office-407.678.3366 Fax-407.320.81503

**SEMINOLE COUNTY APPROVAL DEVELOPMENT  
ORDER**

On June 11, 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):** Brian D. Smith Revocable Trust  
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 June 11, 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 June 11, 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:** Brian D. Smith Revocable Trust  
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: \_\_\_\_\_  
**Jay Zembower, Chairman**

Prepared by: Mary Robinson, Planner  
1101 East First Street  
Sanford, Florida 32771

# Development Services Public Hearing Items

Board of County Commissioners Meeting  
June 11, 2024

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

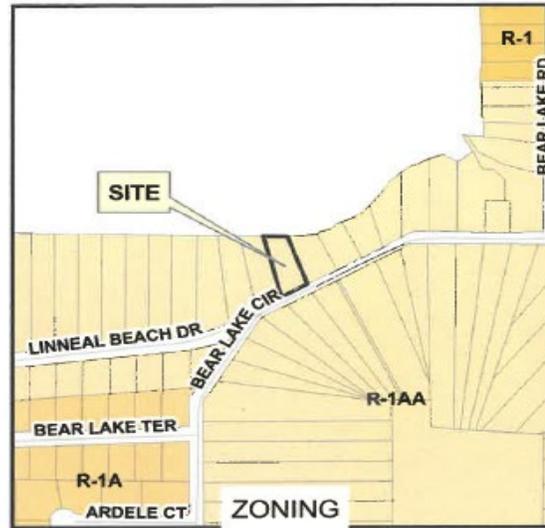
**Applicant:** Brian Smith

**Request:**

Consider approval of a dock, boat house, and boat slip consisting of 1,725 cumulative square feet, 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.

- Section 70.6 (g) of the LDCSC requires a Public Hearing before the Board on requests for boat docks/houses/gazebos that exceed 1,000 square feet in the aggregate.

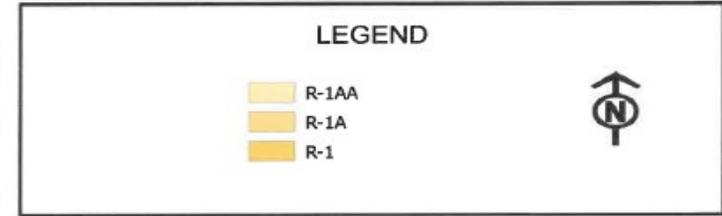
# ZONING AND LOCATION MAP



**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



## Timeline

### 1979

- Original dock, boat house, and boat slip were built.

### 2014

- Building Permit issued
  - Moved boat slip, constructed new boat house and deck addition onto existing Dock
- No Additional Approvals on file
  - Sought or Granted by the Board of County Commissioners

### 2022

- General Permit issued by Florida Department of Environmental Protection
  - Approved construction of dock and decking of up to 1,970 square feet

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

## 2013 Aerial View - Existing Pre-1979 Dock, Boat House, and Boat Slip



# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

2014 Aerial View - Dock, Boat House, and Boat Slip



East Side

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

2014 Aerial View - Dock, Boat House, and Boat Slip



West Side

## Timeline (Continued)

### December 2023

- Complaint Received
  - County Building Inspector confirmed construction activity
    - Materials on-site
  - Discussion with on-site construction crew
    - Boat House siding had been replaced
    - Dock was being replaced
  - Stop Work Order Issued
- Initial Notice of Violation Issued to Property owner of Record

## Timeline (Continued)

### January 2024

- Property Owner applied for Building Permit
  - Approval is required from Board of County Commissioners
    - Request exceeds 1,000 sq. ft. threshold

### March 2024

- Final Notice of Violation Issued to Property owner of Record

### May 2024

- New Notice of Violation Issued
  - Required by property ownership change
- Pending Statement of Violation and Special Magistrate Hearing date

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

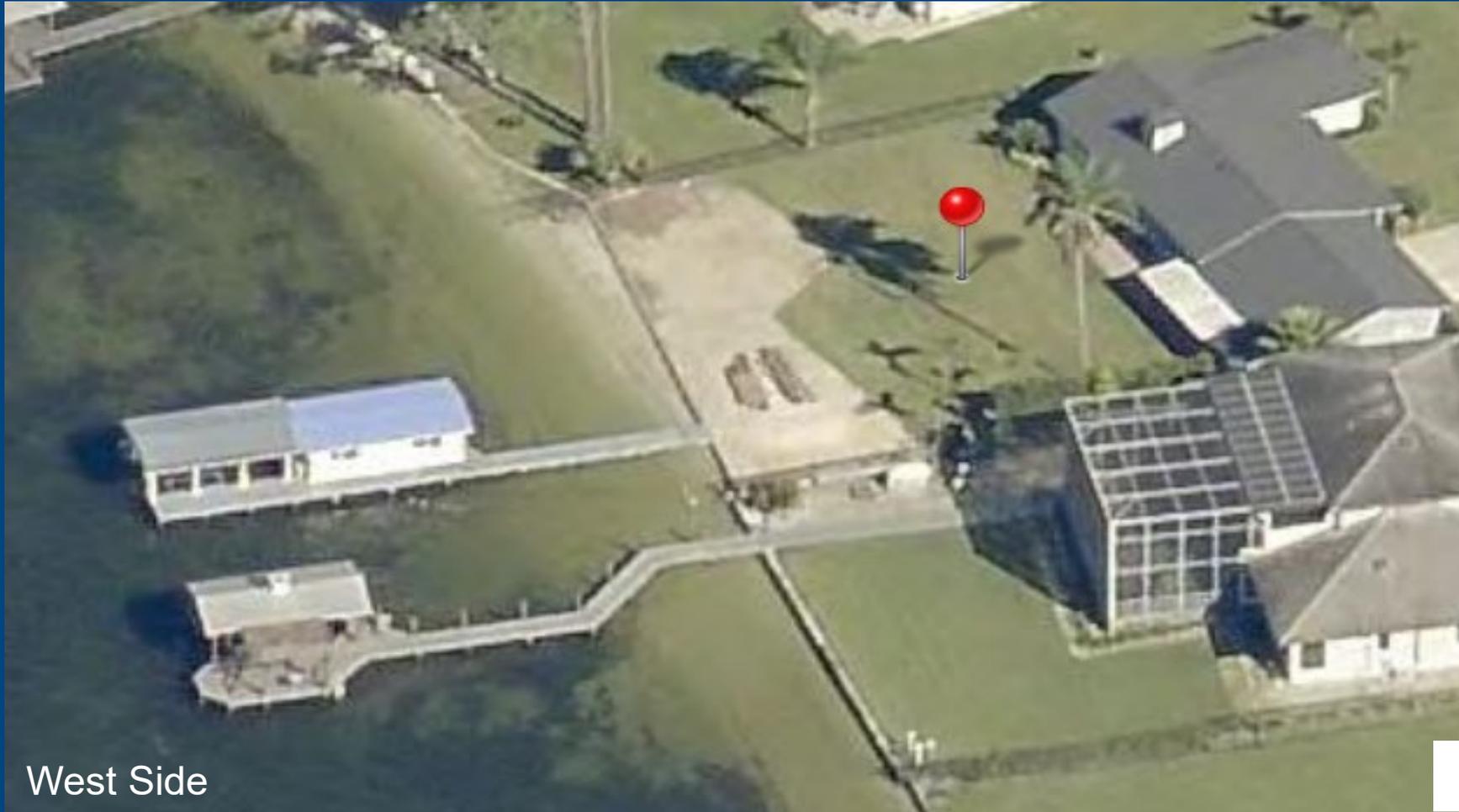
March 2024 - The existing dock, boat house, and boat slip



Photo by Vicki Hathaway  
County Building Inspector  
March 7, 2024

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

2024 Aerial View – The existing dock, boat house, and boat slip



West Side

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

## REQUEST

The Applicant proposes *constructing an additional six hundred fifteen (615) square feet* to the already reconstructed dock to accommodate a new seating area.

The total square footage of the existing dock, boat house, and slip combined is 1,110 square feet.

- Existing dock - approximately 557 sq. ft.
- Existing boat house - approximately 333 sq. ft.
- Existing boat slip - approximately 220 sq. ft.

Once complete, total square footage of the dock, boat house, and boat slip will be *1,725 square feet in the aggregate*.

- Other construction items in process:
  - Replacement of pilings
  - Replacement of boards along the dock
  - Replacement of siding on the existing boat house.



# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

Current State of dock, boat house, and boat slip



Photo by Mary Robinson  
Planner/Code Enforcement  
May 10, 2024

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

## Review Criteria

**Sec. 70.7. Permit issuance criteria.** In granting or denying permits for dredging, filling, or other related activities, the following must be considered:

- (a) Minimization of turbidity in streams, wetlands, and estuarine areas (summary verbiage).
- (b) The possible effect on water quality.
- (c) The possible effect on the propagation of wildlife, fish, and Aquatic Plants, and animals.
- (d) The possible effect on all property owners fronting the body of water involved.
- (e) The possible negative effect on NHWE and flood stages.
- (f) The possible effect upon the public health, safety, comfort, good order, appearance, prosperity, and general welfare.
- (g) The recommendations of any governmental or professional agencies.
- (h) The possible effect upon the safe navigation of vessels and watercraft.

# 5819 BEAR LAKE CIRCLE BOAT DOCK/HOUSE DREDGE AND FILL PERMIT

## Requested Board Action:

That the Board of County Commissioners approve the request for a dock, boat house, and boat slip consisting of 1,725 cumulative square feet, 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

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**File Number: 2024-0353**

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**Title:**

**Amendments to Chapter 40, Seminole County Code of Ordinances - Consider an Ordinance amending Chapter 40 of the Seminole County Code of Ordinances to update administrative provisions of the Building Code to be consistent with Florida Statutes. Countywide (Jay Hamm, Chief Plans Examiner)**

**Division:**

Development Services - Building

**Authorized By:**

Rebecca Hammock

**Contact/Phone Number:**

Jay Hamm/407-665-7468

**Background:**

On December 31, 2023, the State of Florida adopted the 2023 Florida Building Code, 8th Edition. To modernize and address the county's current operational requirements, the proposed ordinance will amend specific sections within Chapter 40, Appendix A, of the Seminole County Code of Ordinances.

A major change to the Florida Building Code involved incorporating requirements for structural inspections for condominiums and cooperatives. These changes were implemented due to the catastrophic collapse of a condominium in South Florida, which resulted in the tragic loss of life.

The noted major change requires condominiums three (3) stories and more to obtain a milestone inspection when the building has reached 30 years of age based on the issuance date of the certificate of occupancy.

A licensed architect or engineer must perform inspections and submit their certified report to the Building Division for the initial thirty (30) year requirement and every ten (10) years thereafter. Additional minor changes involve paragraph numbering to match reference codes and clarify language.

Along with the proposed ordinance, a PDF document prepared by the Building Division is attached. This PDF document outlines the amendments to Chapter 40, Appendix A, Section 110.9; utilizing the Building Officials Association of Florida (BOAF) and the 2023 Florida Building Code, 8th Edition, as a reference.

**Requested Action:**

Staff requests that the Board of County Commissioners approve an Ordinance amending Chapter 40, Appendix A, of the Seminole County Code of Ordinances to update administrative provisions of the Building Code to be consistent with Florida Statutes.

**ORDINANCE NO. 2024-\_\_\_\_**

**SEMINOLE COUNTY, FLORIDA**

2        **AN ORDINANCE AMENDING APPENDIX A (SCOPE AND**  
3        **ADMINISTRATION) OF CHAPTER 40 (BUILDING AND**  
4        **CONSTRUCTION) OF THE SEMINOLE COUNTY CODE; PROVIDING**  
5        **FOR CODIFICATION IN THE SEMINOLE COUNTY CODE;**  
6        **PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE**  
7        **DATE.**

8        **WHEREAS,** it is the intent of the Seminole County Building Division to codify  
9        administrative provisions of Chapter 40 Seminole County Code (the “Building Code”) to be  
10       generally consistent with the Florida Statutes; and

11       **WHEREAS,** to maintain administrative consistency at the local level, it is the desire of the  
12       Building Division to implement changes to the Building Code that reflect recent legislative  
13       changes within the Florida Statutes.

14       **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
15       **COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

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

18       **Section 2.** Appendix A (Scope and Administration) of Chapter 40 (Building and  
19       Construction) of the Seminole County Code is hereby amended to read as follows:

20       **CHAPTER 40 - BUILDING AND CONSTRUCTION**

\*       \*       \*

22

APPENDIX A

CHAPTER 1, SCOPE AND ADMINISTRATION

24

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

26

**101.1 Title.** These regulations shall be known as the ~~Florida Building Code~~ Seminole County Code, Building and Construction, Appendix “A”, hereinafter referred to as “this code.”

28

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

30

32

**Exceptions:**

34

1. Detached one- and two-family dwellings and multiple single-family dwellings ~~(town houses)~~ (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with the *Florida Building Code, Residential*.

36

38

2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the *Florida Building Code, Existing Building*.

40

3. Code requirements that address snow loads and earthquake protection ~~are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat~~ shall not be utilized or enforced.

42

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

44           **101.2.2 Florida Building Code, Residential.** Construction standards or practices which  
are not covered by *Florida Building Code, Residential* volume shall be in accordance with the  
46 provisions of *Florida Building Code, Building*.

**101.3 Intent.** The purpose of this code is to establish the minimum requirements to provide  
48 a reasonable level of safety, public health, and general welfare through structural strength, means  
of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and  
50 safety to life and property from fire and other hazards attributed to the built environment and to  
provide a reasonable level of safety to fire fighters and emergency responders during emergency  
52 operations.

**101.3.1 Quality control.** Quality control of materials and workmanship is not within the  
54 purview of this code except as it relates to the purposes stated herein.

**101.3.2 Warranty and Liability.** The permitting, plan review or inspection of any  
56 building, system or plan by this jurisdiction, under the requirements of this code, shall not be  
construed in any court as a warranty of the physical condition of such building, system or plan or  
58 their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal  
condition or inadequacy in such building, system or plan, nor for any failure of any component of  
60 such, which may occur subsequent to such inspection or permitting.

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through ~~101.4.9~~ 101.4.10  
62 and referenced elsewhere in this code shall be considered part of the requirements of this code to  
the prescribed extent of each such reference.

~~**101.4.1 Electrical.** The provisions of Chapter 27 of the *Florida Building Code, Building*  
shall apply to the installation of electrical systems, including alterations, repairs, replacement,  
66 equipment, appliances, fixtures, fittings and appurtenances thereto.~~ The provisions of FBC 2023

8<sup>th</sup> ed., NEC, and NFPA 70 shall govern the design, construction, erection and installation of the  
68 electrical components, appliances, equipment, and systems used in buildings and structures  
covered by this code. The *Florida Fire Prevention Code* and NFPA 70 shall govern the use and  
70 maintenance of electrical components, appliances, equipment, and systems. The *Florida Building*  
*Code, Existing Building* and NFPA 70 shall govern the alteration, repair, relocation, replacement,  
72 and addition of electrical components, appliances, equipment, and systems.

**101.4.2 Gas.** The provisions of the *Florida Building Code, Fuel Gas* shall apply to the  
74 installation of gas piping from the point of delivery, gas appliances and related accessories as  
covered in this code. These requirements apply to gas piping systems extending from the point of  
76 delivery to the inlet connections of appliances and the installation and operation of residential and  
commercial gas appliances and related accessories.

78 **101.4.3 Mechanical.** The provisions of the *Florida Building Code, Mechanical* shall  
apply to the installation, alterations, repairs and replacement of mechanical systems, including  
80 equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating,  
cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

82 **101.4.4 Plumbing.** The provisions of the *Florida Building Code, Plumbing* shall apply to  
the installation, alteration, repair and replacement of plumbing systems, including equipment,  
84 appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system  
and all aspects of a medical gas system.

86 **101.4.5 Property maintenance.** Reserved.

**101.4.6 Fire prevention.** For provisions related to fire prevention, refer to the *Florida*  
88 *Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or  
relating to structures, processes and premises from the hazard of fire and explosion arising from

90 the storage, handling or use of structures, materials or devices; from conditions hazardous to life,  
property or public welfare in the occupancy of structures or premises; and from the construction,  
92 extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm  
systems or fire hazards in the structure or on the premises from occupancy or operation.

94 **101.4.7 Energy.** The provisions of the *Florida Building Code, Energy Conservation* shall  
apply to all matters governing the design and construction of buildings for energy efficiency.

96 **101.4.8 Existing buildings.** The provisions of the *Florida Building Code, Existing*  
*Building* shall apply to matters governing the repair, alteration, change of occupancy, addition to  
98 and relocation of existing buildings.

**101.4.9 Accessibility.** For provisions related to accessibility, refer to the *Florida Building*  
100 *Code, Accessibility*.

**101.4.10 Manufactured buildings.** For additional administrative and special code  
102 requirements, see section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

## SECTION 102

### 104 APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific  
106 requirement, the specific requirement shall be applicable. Where, in any specific case, different  
sections of this code specify different materials, methods ~~or~~ of construction or other requirements,  
108 the most restrictive shall govern.

**102.1.1.** The *Florida Building Code* does not apply to, and no code enforcement action  
110 shall be brought with respect to, zoning requirements, land use requirements and owner  
specifications or programmatic requirements which do not pertain to and govern the design,  
112 construction, erection, alteration, modification, repair or demolition of public or private buildings,

structures or facilities or to programmatic requirements that do not pertain to enforcement of the  
114 *Florida Building Code*. Additionally, a local code enforcement agency may not administer or  
enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility,  
116 including, but not limited to, correctional facilities, juvenile justice facilities, or state universities,  
community colleges, or public education facilities, as provided by law.

118 **102.2 Building.** The provisions of the *Florida Building Code* shall apply to the construction,  
erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance,  
120 removal and demolition of every public and private building, structure or facility or floating  
residential structure, or any appurtenances connected or attached to such buildings, structures or  
122 facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings  
and structures shall comply with the provisions provided in the *Florida Building Code, Existing*  
124 *Building*. The following buildings, structures and facilities are exempt from the *Florida Building*  
*Code* as provided by law, and any further exemptions shall be as determined by the Legislature  
126 and provided by law:

- a. Building and structures specifically regulated and preempted by the federal  
128 government.
- b. Railroads and ancillary facilities associated with the railroad.
- 130 c. Nonresidential farm buildings on farms.
- d. Temporary buildings or sheds used exclusively for construction purposes.
- 132 e. Mobile or modular structures used as temporary offices, except that the provisions of  
Part II (Sections 553.501—553.513, *Florida Statutes*) relating to accessibility by persons with  
134 disabilities shall apply to such mobile or modular structures. Permits shall be required for structural

support and tie down, electric supply and all other such utility connections to such mobile or  
136 modular structures as required by this jurisdiction.

f. Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida*  
138 *Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.

g. Temporary sets, assemblies, or structures used in commercial motion picture or  
140 television production, or any sound-recording equipment used in such production, on or off the  
premises.

h. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole  
142 Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut  
144 that has a thatched roof of palm or palmetto or other traditional materials, and that does not  
incorporate any electrical, plumbing, or other non-wood features.

i. Family mausoleums not exceeding 250 square feet (23 m<sup>2</sup>) in area which are  
146 prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs,  
148 and a floor constructed of granite, marble, or reinforced concrete.

j. Temporary housing provided by the Department of Corrections to any prisoner in the  
150 state correctional system.

k. A building or structure having less than 1,000 square feet (93 m<sup>2</sup>) which is constructed  
152 and owned by a natural person for hunting and which is repaired or reconstructed to the same  
dimension and condition as existed on January 1, 2011, ~~or~~ if the building or structure:

- 154 1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year flood plain according to the Federal Emergency  
156 Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

158           1. A drone port as defined in Section 330.41(2).

**102.2.1** In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*,  
160 facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400,  
*Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency  
162 authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter  
400, *Florida Statutes*, and the certification requirements of the federal government.

164           **102.2.2** Residential buildings or structures moved into or within a county or municipality  
shall not be required to be brought into compliance with the state minimum building code in force  
166 at the time the building or structure is moved, provided:

1. The building or structure is structurally sound, meeting the wind speed requirements of  
168 the new location and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result  
170 of the move;
3. The building is not substantially remodeled;
- 172 4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction  
174 and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice  
176 in this state, if required by the *Florida Building Code, Building*, for all residential buildings or  
structures of the same occupancy class. (See *Florida Building Code, Existing Building Chapter 13*  
178 for additional requirements for relocated or moved buildings)

**102.2.3** The building official shall apply the same standard to a moved residential building  
180 or structure as that applied to the remodeling of any comparable residential building or structure

to determine whether the moved structure is substantially remodeled. The cost of the foundation  
182 on which the moved building or structure is placed shall not be included in the cost of remodeling  
for purposes of determining whether a moved building or structure has been substantially  
184 remodeled.

**102.2.4** This section does not apply to the jurisdiction and authority of the Department of  
186 Agriculture and Consumer Services to inspect amusement rides or the Department of Financial  
Services to inspect state-owned buildings and boilers.

**102.2.5** Each enforcement district or local enforcement agency shall be governed by a  
188 board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt  
190 rules granting to the owner of a single-family residence one or more exemptions from the *Florida*  
192 *Building Code* relating to:

a. Addition, alteration or repair performed by the property owner upon his or her own  
194 property, provided any addition, ~~or~~ alteration or repair shall not exceed 1,000 square feet (93 m<sup>2</sup>)  
or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set  
196 by rule, provided the total cost shall not exceed \$5,000.00 within any 12-month period.

c. Building plans review and inspection fees.  
198

2. However, the exemptions under subparagraph 1 do not apply to single-family  
200 residences that are located in mapped flood hazard areas, as defined in the code, unless the  
enforcement district or local enforcement agency has determined that the work, which is otherwise  
202 exempt, does not constitute a substantial improvement, including the repair of substantial damage,  
of such single-family residences.

204           3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified  
to the local board 10 days prior to implementation and shall only be effective in the territorial  
206 jurisdiction of the enforcement district or local enforcement agency implementing it.

**102.2.6** This section does not apply to swings and other playground equipment accessory  
208 to a one- or two-family dwelling.

**Exception:** Electrical service to such playground equipment shall be in accordance with  
210 Chapter 27 of the *Florida Building Code, Building*.

**102.3 Application of references.** References to chapter or section numbers, or to provisions  
212 not specifically identified by number, shall be construed to refer to such chapter, section or  
provision of this code.

214           **102.4 Referenced codes and standards.** The codes and standards referenced in this code  
shall be considered part of the requirements of this code to the prescribed extent of each such  
216 reference and as further regulated in Sections 102.4.1 and 102.4.2.

**102.4.1 Conflicts.** Where conflicts occur between provisions of this code and referenced  
218 codes and standards, the provisions of this code shall apply.

**102.4.2 Provisions in referenced codes and standards.** Where the extent of the reference  
220 to a referenced code or standard includes subject matter that is within the scope of this code or the  
Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in  
222 Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or  
standard.

224           **102.5 Partial invalidity.** ~~In the event that~~ If any part or provision of this code is held to be  
illegal or void, this shall not have the effect of making void or illegal any of the other parts or  
226 provisions.

228 **102.6 Existing structures.** The legal occupancy of any structure existing on the date of  
adoption of this code shall be permitted to continue without change, except as otherwise  
specifically provided in this code, the *Florida Building Code, Existing Building*, or the *Florida*  
230 *Fire Prevention Code*, or as is deemed necessary by the building official for the general safety and  
welfare of the occupants and the public.

232 **102.6.1 Buildings not previously occupied.** A building or portion of a building that has  
not been previously occupied or used for its intended purpose in accordance with the laws in  
234 existence at the time of its completion shall comply with the provisions of the *Florida Building*  
*Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with  
236 any current permit for such occupancy.

**102.6.2 Buildings previously occupied.** The legal occupancy of any building existing on  
238 the date of adoption of this code shall be permitted to continue without change, except as otherwise  
specifically provided in this code, the *Florida Fire Prevention Code*, or as is deemed necessary by  
240 the building official for the general safety and welfare of the occupants and the public.

**102.7 Relocation of manufactured buildings.**

- 242 1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using  
244 the appropriate wind speed map. If the existing building was manufactured in compliance with the  
*Standard Building Code* (prior to March 1, 2002), the wind speed map of the *Standard Building*  
246 *Code* shall be applicable. If the existing building was manufactured in compliance with the *Florida*  
*Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be  
248 applicable.



272 plans or of specifications thereof, within the jurisdiction of the division, unless he is the owner of  
such. This officer or employee shall not engage in any other work which is inconsistent with his  
274 duties or conflict with the interest of the division.

**SECTION 104**

276 **DUTIES AND POWERS OF**  
**BUILDING OFFICIAL**

278 **104.1 General powers.** The building official is hereby authorized and directed to enforce the  
provisions of this code. The building official shall have the authority to render interpretations of  
280 this code and to adopt policies and procedures ~~in order~~ to clarify the application of its provisions.  
Such interpretations, policies and procedures shall be in compliance with the intent and purpose  
282 of this code. Such policies and procedures shall not have the effect of waiving requirements  
specifically provided for in this code.

284 **104.1.1 Delegation of authority.** Whenever a provision of this code requires the building  
official to perform an act or duty, it is to be construed to authorize a person to whom the building  
286 official has designated authority to perform the act or duty.

**104.2 Applications and permits.** The building official shall receive applications, review  
288 construction documents and issue permits for the erection, and alteration, demolition and moving  
of buildings and structures, inspect the premises for which such permits have been issued and  
290 enforce compliance with the provisions of this code.

**104.2.1 Revocation of permits.** The building official is authorized to suspend or revoke  
292 a permit issued under the provisions of this code whenever the permit is issued in error or based  
on ~~the basis of~~ false, incorrect, inaccurate or incomplete information, or in violation of any  
294 ordinance or regulation or any provisions of this code.

296 **104.2.2 Violation of code provisions.** The building official may revoke a permit upon  
determination by the building official that the construction, erection, alteration, repair, moving,  
demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or  
298 plumbing systems for which the permit was issued is in violation of, or not in conformity with, the  
provisions of this code.

300 **104.2.3 Determination of substantially improved or substantially damaged existing**  
**buildings and structures in flood hazard areas.** For applications for reconstruction,  
302 rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures  
located in flood hazard areas, the building official shall determine if the proposed work constitutes  
304 substantial improvement or repair of substantial damage. Where the building official determines  
that the proposed work constitutes substantial improvement or repair of substantial damage, and  
306 where required by this code, the building official shall require the building to meet the  
requirements of Section 1612 or R322 of the *Florida Building Code, Residential*, as applicable.

308 **104.3 Notices and orders.** The building official shall issue all necessary notices or orders to  
ensure compliance with this code.

310 **104.4 Inspections.** The building official shall make all of the required inspections, or the  
building official shall have the authority to accept reports of inspection by approved agencies or  
312 individuals. Reports of such inspections shall be in writing and be certified by a responsible officer  
of such approved agency or by the responsible individual. The building official is authorized to  
314 engage such expert opinion as deemed necessary to report upon unusual technical issues that arise,  
subject to the approval of the appointing authority.

316 **104.5 Identification.** The building official or duly authorized representative shall carry proper  
identification when inspecting structures or premises in the performance of their duties under this  
318 code.

**104.6 Right of entry.** Whenever it is necessary to make an inspection to enforce the  
320 provisions of this code, or where the building official has reasonable cause to believe that there  
exists in a structure or upon a premises a condition which is contrary to or in violation of this code  
322 which makes the structure or premises unsafe, dangerous or hazardous, the building official or  
duly authorized representative is authorized to enter the structure or premises at reasonable times  
324 to inspect or to perform the duties imposed by this code, provided that if such structure or premises  
be occupied that credentials be presented to the occupant and entry request. If such structure or  
326 premises is unoccupied, the building official or duly authorized representative shall first make a  
reasonable effort to locate the owner or other persons having charge or control of the structure or  
328 premises and requested entry. If entry is refused, the building official shall have recourse to the  
remedies provided by law to secure entry.

330 **104.6.1** When the building official shall have first obtained a proper inspection warrant or  
other remedy provided by law to secure entry, no owner or occupant or any other persons having  
332 charge, care or control of any building, structure, or premises shall fail or neglect, after proper  
request is made as herein provided, to promptly permit entry therein by the building official or  
334 duly authorized representative for the purpose of inspection and examination pursuant to this code.

**104.7 Division records.** The building official shall keep official records of applications  
336 received, permits and certificates issued, fees collected, reports of inspections, and notices and  
orders issued. Such records shall be retained in the official records for the period required for

338 retention of public records per Section 119, *Florida Statutes*. The records of the division shall be  
open to public inspection consistent with applicable law.

340 **104.8 Liability.** The building official, member of the board of appeals or employee charged  
with the enforcement of this code, while acting for the jurisdiction in good faith and without malice  
342 in the discharge of the duties required by this code or other pertinent law or ordinance, shall not  
thereby be civilly or criminally rendered liable personally and is hereby relieved from personal  
344 liability for any damage accruing to persons or property as a result of any act or by reason of an  
act or omission in the discharge of official duties. Any suit instituted against an officer or employee  
346 because of an act performed by that officer or employee in the lawful discharge of duties and under  
the provisions of this code shall be defended by legal representative of the jurisdiction until the  
348 final termination of the proceedings. The building official or any subordinate shall not be liable  
for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this  
350 code.

**104.8.1 Legal defense.** Any suit or criminal complaint instituted against an officer or  
352 employee because of an act performed by that officer or employee in the lawful discharge of duties  
and under the provisions of this code shall be defended by legal representatives of the jurisdiction  
354 until the final termination of the proceedings. The building official or any subordinate shall not be  
liable for the cost in any action, suit or proceeding that is instituted in pursuance of the provisions  
356 of this code.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by  
358 the building official shall be constructed and installed in accordance with such approval.

360 **104.9.1 Used materials and equipment.** The use of used materials which meet the  
requirements of this code for new materials is permitted. Used equipment and devices shall not be  
reused unless approved by the building official.

362 **104.10 Modifications.** Wherever there are practical difficulties involved in carrying out the  
provisions of this code, the building official shall have the authority to grant modifications for  
364 individual cases, upon application of the owner or owner's representative, provided the building  
official shall first find that special individual reason makes the strict letter of this code impractical  
366 and the modification is in compliance with the intent and purpose of this code and that such  
modification does not lessen health, accessibility, life and fire safety, or structural requirements.  
368 The details of action granting modifications shall be recorded and entered in the files of the  
Building Division.

370 **104.10.1 Flood hazard areas.** The building official shall coordinate with the floodplain  
administrator to review requests submitted to the building official that seek approval to modify the  
372 strict application of the flood resistant construction requirements of the *Florida Building Code* to  
determine whether such requests require the granting of a variance pursuant to Section 117.

374 **104.11 Alternative materials, design and methods of construction and equipment.** The  
provisions of this code are not intended to prevent the installation of any material or to prohibit  
376 any design or method of construction not specifically prescribed by this code, provided that any  
such alternative has been approved. An alternative material, design or method of construction shall  
378 be approved where the building official finds that the proposed ~~design is satisfactory and complies~~  
~~with the intent of the provisions of this code, and that the material, method or work offered is, for~~  
380 ~~the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength,~~  
~~effectiveness, fire resistance, durability and safety. Where alternative material, design or method~~

382 ~~of construction is not approved, the building official shall respond in writing, stating the reasons~~  
~~why the alternative was not approved.~~ meets all the following:

384 1. The alternative material, design or method of construction is satisfactory and complies with  
the intent of the provisions of this code.

386 2. The material, method or work offered is, for the purpose intended, not less than the  
equivalent of that prescribed in this code as it pertains to the following:

388 2.1 Quality

2.2 Strength

390 2.3 Effectiveness

2.4 Fire resistance

392 2.5 Durability

2.6 Safety

394 Where the alternative material, design or method of construction is not approved, the building  
official shall respond in writing, stating the reason why the alternative was not approved.

396 **104.11.1 Research reports.** Supporting data, where necessary to assist in the approval of  
materials or assemblies not specifically provided for in this code, shall consist of valid research  
398 reports from approved sources.

**104.11.2 Tests.** Whenever there is insufficient evidence of compliance with the provisions  
400 of this code, or evidence that a material or method does not conform to the requirements of this  
code, or in order to substantiate claims for alternative materials or methods, the building official  
402 shall have the authority to require tests as evidence of compliance to be made at no expense to the  
jurisdiction. Test methods shall be as specified in this code or by other recognized test standards.  
404 In the absence of recognized and accepted test methods, the building official shall approve the

testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be  
406 retained by the building official for the period required for retention of public records.

**104.12 Requirements not covered by code.** Any requirements necessary for strength,  
408 stability or proper operation of an existing or proposed building, structure, electrical, gas,  
mechanical or plumbing system, or for the public safety, health and general welfare, not  
410 specifically covered by this or other technical codes, shall be determined by the building official.

## **SECTION 105**

### **PERMITS**

**105.1 Required.** Any owner or owner's authorized agent who intends to construct, enlarge,  
414 alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install,  
enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas,  
416 mechanical or plumbing system, the installation of which is regulated by this code, or to cause any  
such work to be performed, shall first make application to the building official and obtain the  
418 required permit.

**105.1.1 Annual facility permit.** In lieu of an individual permit for each alteration to an  
420 existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the  
building official is authorized to issue an annual permit for any occupancy to facilitate routine or  
422 emergency service, repair, refurbishing, minor renovations of service systems or manufacturing  
equipment installations/relocations. The building official shall be notified of major changes and  
424 shall retain the right to make inspections at the facility site as deemed necessary. An annual facility  
permit shall be assessed with an annual fee and shall be valid for one year from date of issuance.  
426 A separate permit shall be obtained for each facility and for each construction trade, as applicable.

The permit application shall contain a general description of the parameters of work intended to  
428 be performed during the year.

**105.1.2 Annual Facility permit records.** The person to whom an annual permit is issued  
430 shall keep a detailed record of alterations made under such annual permit. The building official  
shall always have access to such records ~~at all times~~ or such records shall be filed with the building  
432 official as designated.

**105.1.3 Food permit.** In accordance with Section 500.12, *Florida Statutes*, a food permit  
434 from the Department of Agriculture and Consumer Services is required of any person who operates  
a food establishment or retail store.

**105.1.4 Public swimming pool.** The local enforcing agency may not issue a building permit  
436 to construct, develop, or modify a public swimming pool without proof of application, whether  
to construct, develop, or modify a public swimming pool without proof of application, whether  
438 complete or incomplete, for an operating permit pursuant to Section 514.031, *Florida Statutes*. A  
certificate of completion or occupancy may not be issued until such operating permit is issued.  
440 The local enforcing agency shall conduct their review of the building permit application upon  
filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may  
442 confer with the Department of Health, if necessary, but may not delay the building permit  
application review while awaiting comment from the Department of Health.

**105.2 Work exempt from permit.** Exemptions from permit requirements of this code  
444 shall not be deemed to grant authorization for any work to be done in any manner in violation of  
the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in  
446 any special flood hazard area. Exemptions granted under this section do not relieve the owner or  
contractor from their duty to comply with applicable provisions of the *Florida Building Code*, and  
448

requirements of the local floodplain management ordinance. Permits shall not be required for the  
450 following:

**Building:**

- 452 1. Oil derricks.
2. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons  
454 (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.
3. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- 456 4. Temporary motion picture, television and theater stage sets and scenery.
5. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than  
458 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above  
ground.
- 460 6. Shade cloth structures constructed for nursery or agricultural purposes, not including  
service systems.
- 462 7. Swings and other playground equipment accessory to detached one- and two-family  
dwellings.
- 464 8. Window awnings supported by an exterior wall that do not project more than 54 inches  
(1372 mm) from the exterior wall and do not require additional support, of Groups R-3 and U  
466 occupancies.
9. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9  
468 inches (1753 mm) in height.

**Electrical:**

470           1. Repairs and maintenance: Minor repair work, including the replacement of lamps or  
the connection of approved portable electrical equipment to approved permanently installed  
472 receptacles.

2. Radio and television transmitting stations: The provisions of this code shall not apply  
474 to electrical equipment used for radio and television transmissions, but do apply to equipment and  
wiring for a power supply and the installations of towers and antennas.

476           3. Temporary testing systems: A permit shall not be required for the installation of any  
temporary system required for the testing or servicing of electrical equipment or apparatus.

478           **Gas:**

1. Portable heating appliance.
- 480           2. Replacement of any minor part that does not alter approval of equipment or make such  
equipment unsafe.

482           **Mechanical:**

1. Portable heating appliance.
- 484           2. Portable ventilation equipment.
3. Portable cooling unit.
- 486           4. Steam, hot or chilled water piping within any heating or cooling equipment regulated  
by this code.
- 488           5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
- 490           7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of  
refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

492           8. The installation, replacement, removal, or metering of any load management control  
device.

494           **Plumbing:**

          1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that  
496 if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes  
necessary to remove and replace the same with new material, such work shall be considered as  
498 new work and a permit shall be obtained and inspection made as provided in this code.

          2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the  
500 removal and reinstallation of water closets, provided such repairs do not involve or require the  
replacement or rearrangement of valves, pipes or fixtures.

502           **105.2.1 Emergency repairs.** Where equipment replacements and repairs must be  
performed in an emergency situation, the permit application shall be submitted within the next  
504 working business day to the building official.

**105.2.2 Minor repairs.** Ordinary minor repairs may be made with the approval of the  
506 building official without a permit, provided the repairs do not include the cutting away of any wall,  
partition or portion thereof, the removal or cutting of any structural beam or load-bearing support,  
508 or the removal or change of any required means of egress, or rearrangement of parts of a structure  
affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of,  
510 replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil,  
waste, vent or similar piping, electric wiring systems or mechanical equipment or other work  
512 affecting public health or general safety, and such repairs shall not violate any of the provisions of  
the technical codes.

514           **105.2.3 Public service agencies.** Reserved.

**105.3 Application for permit.** To obtain a permit, the applicant shall first file an application  
516 therefore in writing on a form furnished by the Building Division for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if  
518 applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida*  
*Statutes*.

520 Each application shall be inscribed with the date of application, and the code in effect as of  
that date. For a building permit for which an application is submitted prior to the effective date of  
522 the latest edition of the *Florida Building Code*, the state minimum building code in effect in the  
permitting jurisdiction on the date of the application governs the permitted work for the life of the  
524 permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit  
526 application on its website. Completed applications must be able to be submitted electronically to  
the appropriate Building Division. Accepted methods of electronic submission include, but are not  
528 limited to, e-mail submission of applications in portable document format or submission of  
applications through an electronic fill-in form available on the Building Division's website or  
530 through a third-party submission management software. Payments, attachments, or drawings  
required as part of the permit application may be submitted in person in a nonelectronic format, at  
532 the discretion of the building official.

**105.3.1 Action on application.** The building official shall examine or cause to be  
534 examined applications for permits and amendments thereto within a reasonable time after filing.  
If the application or the construction documents do not conform to the requirements of pertinent  
536 laws, the building official shall reject such application in writing, stating the reasons ~~therefor~~  
therefor. If the building official is satisfied that the proposed work conforms to the requirements

538 of this code and laws and ordinances applicable thereto, the building official shall issue a permit  
therefore as soon as practicable. When authorized through contractual agreement with a school  
540 board, in acting on applications for permits, the building official shall give first priority to any  
applications for the construction of, or addition or renovation to, any school or educational facility.

542 **105.3.1.1** If a state university, Florida college or public school district elects to use a  
local government's code enforcement offices, fees charged by counties and municipalities for  
544 enforcement of the *Florida Building Code* on buildings, structures, and facilities of state  
universities, state colleges, and public school districts shall not be more than the actual labor and  
546 administrative costs incurred for plans review and inspections to ensure compliance with the code.

**105.3.1.2** No permit may be issued for any building construction, erection, alteration,  
548 modification, repair, or addition unless the applicant for such permit provides to the enforcing  
agency which issues the permit any of the following documents which apply to the construction  
550 for which the permit is to be issued and which shall be prepared by or under the direction of an  
engineer registered under Chapter 471, *Florida Statutes*:

552 1. Plumbing documents for any new building or addition which requires a plumbing  
system with more than 250 fixture units or which costs more than \$125,000.

554 2. Fire sprinkler documents for any new building or addition which includes a fire  
sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by Chapter  
556 633, *Florida Statutes*, may design a new fire sprinkler system of 49 or fewer heads and may design  
the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition  
558 or deletion of not more than 49 heads or fewer, notwithstanding the size of the existing fire  
sprinkler system; or may design the alteration of an existing fire sprinkler system if the alter  
560 consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the

562 existing fire sprinkler system, if there is no change to occupancy of the affected areas, as defined  
in this code and the *Florida Fire Prevention Code*, and there is no change in the water demand as  
564 defined in NFPA 13 “Standard for the Installation of Springler Systems”, and if the occupancy  
hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the  
alteration.

566 3. Heating, ventilation, and air-conditioning documents for any new building or  
addition which requires more than a 15-ton-per-system capacity which is designed to  
568 accommodate 100 or more persons or for which the system costs more than \$125,000. This  
paragraph does not include any document for the replacement or repair of an existing system in  
570 which the work does not require altering a structural part of the building or for work on a residential  
one-, two-, three-, or four-family structure.

572 An air-conditioning system may be designed by an installing air-conditioning  
contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which  
574 is designed to accommodate fewer than 100 persons and requires an air-conditioning system with  
value of \$125, 000 or less; and when a 15-ton-per system or less is designed for a singular space  
576 of a building and each 15-ton system or less has an independent duct system. Systems not  
complying with the above require design documents that are to be sealed by a professional  
578 engineer.

**Example 1:** When a space has two 10-ton systems with each having an independent duct  
580 system, the contractor may design these two systems since each unit (system) is less than 15 tons.

**Example 2:** Consider a small-single story office building which consists of 6 individual offices  
582 where each office has a single three-ton package air conditioning heat pump. The six heat pumps  
are connected to a single water-cooling tower. The cost of the entire heating, ventilation and air

584 conditioning work is \$47,000.00 and the office building accommodates fewer than 100 persons.  
Because the six mechanical units are connected to a common water tower, this is considered to be  
586 an 18-ton system.

**NOTE:** It was further clarified by the Commission that the limiting criteria of 100 persons  
588 and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning  
system of the building.

590 4. Any specialized mechanical, electrical, or plumbing document for any new building  
or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire  
592 detection and alarm system which costs more than \$5,000.00.

**Exception: Simplified permitting process for fire alarm system projects.**

- 594 1. As used in this section, the term:
- 596 a. “Contractor” means a person who is qualified to engage in the business of  
electrical or alarm system contracting pursuant to a certificate or registration  
issued by the department under Part II of Chater 489, Florida Statutes.
  - 598 b. “Fire alarm system project” means a fire alarm system alteration of a total  
of 20 or fewer initiating devices and notification devices, or the installation  
600 or replacement of a fire communicator connected to an existing fire alarm  
control panel in an existing commercial, residential, apartment, cooperative  
602 or condominium building.
2. A local enforcement agency:
- 604 a. May require a contractor, as a condition of obtaining a permit for a fire  
alarm system project, to submit a completed application and payment.

606                    b. May not require a contractor to submit plans or specifications as a condition  
of obtaining a permit for a fire alarm system project.

608                    3. A local enforcement agency must issue a permit for a fire alarm system project  
in person or electronically.

610                    4. A local enforcement agency must require at least one inspection of a fire alarm  
system project to ensure compliance with applicable codes and standards. If a  
612                    fire alarm system project fails an inspection, the contractor must take corrective  
action as necessary to pass the inspection.

614                    5. A contractor must keep a copy of a fire alarm system project worksite and make  
such plans and specifications available to the inspector at each inspection.

616                    5. Electrical documents. See Section 471.003(2)(h), *Florida Statutes*. Any electrical  
or plumbing or air-conditioning and refrigeration system meeting the following thresholds are  
618 required to be designed by a Florida Registered Engineer. The system, ~~Requires~~ requires an  
electrical system with a value of over \$125,000; and ~~Requires~~ requires an aggregate service  
620 capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes  
(240 volts) on a commercial or industrial electrical system.

622                    **NOTE:** It was further clarified by the Commission that the limiting factor of 240-~~volts~~ volt or  
over is required to be designed by an Engineer.

624                    Documents requiring an engineer seal by this part shall not be valid unless a  
professional engineer who possesses a valid certificate of registration has signed, dated, and  
626 stamped such document as provided in Section 471.025, *Florida Statutes*.

628                    6. All public swimming pools and public bathing places defined by and regulated  
under Chapter 514, *Florida Statutes*.

**105.3.1.3 Reviewing application for building permit:**

630           1. When reviewing an application for a building permit, a local government may not  
request additional information from the applicant more than three times, unless the applicant  
632 waives such limitation in writing.

          2. If a local government requests additional information from an applicant and the  
634 applicant submits the requested additional information to the local government within 30 days  
after receiving the request, the local government must, within 15 days after receiving such  
636 information:

- a. Determine if the application is properly completed;
- 638 b. Approve the application;
- c. Approve the application with conditions;
- 640 d. Deny the application; or
- e. Advise the applicant of information, if any, that is needed to deem the  
642 application properly completed or to determine the sufficiency of the application.

          3. If a local government makes a second request for additional information from the  
644 applicant and the applicant submits the requested additional information to the local government  
within 30 days after receiving the request, the local government must, within 10 days after  
646 receiving such information:

- a. Determine if the application is properly completed;
- 648 b. Approve the application;
- c. Approve the application with conditions;
- 650 d. Deny the application; or

652 e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.

654 4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government’s limitation in writing, determine that the application is complete and:

- 660 a. Approve the application;
- b. Approve the application with conditions; or
- 662 c. Deny the application.

664 5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant’s request, must process the application and either approve the application, approve the application with conditions, or deny the application.

**105.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned, becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

674 **105.3.3** An enforcing authority may not issue a building permit for any building  
construction, erection, alteration, modification, repair or addition unless the permit either includes  
on its face or there is attached to the permit the following statement: “NOTICE: In addition to the  
676 requirements of this permit, there may be additional restrictions applicable to this property that  
may be found in the public records of this county, and there may be additional permits required  
678 from other governmental entities such as water management districts, state agencies, or federal  
agencies.”

680 **105.3.4** A building permit for a single-family residential dwelling must be issued within  
30 working days of application ~~there for~~ therefor unless unusual circumstances require a longer  
682 time for processing the application or unless the permit application fails to satisfy the *Florida*  
*Building Code* or the enforcing agency's laws or ordinances.

684 **105.3.5** Identification of minimum premium policy. Except as otherwise provided in  
Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to  
686 receiving a building permit, show proof that it has secured compensation for its employees as  
provided in Sections 440.10 and 440.38, *Florida Statutes*.

688 **105.3.6 Asbestos removal.** Moving, removal or disposal of asbestos-containing materials  
on a residential building where the owner occupies the building, the building is not for sale or  
690 lease, and the work is performed according to the owner-builder limitations provided in this  
paragraph. To qualify for exemption under this paragraph, an owner must personally appear and  
692 sign the building permit application. The permitting agency shall provide the person with a  
disclosure statement in substantially the following form:

694 Disclosure Statement: State law requires asbestos abatement to be done by licensed  
contractors. You have applied for a permit under an exemption to that law. The exemption allows

696 you, as the owner of your property, to act as your own asbestos abatement contractor even though  
you do not have a license. You must supervise the construction yourself. You may move, remove  
698 or dispose of asbestos-containing materials on a residential building where you occupy the building  
and the building is not for sale or lease, or the building is a farm outbuilding on your property. If  
700 you sell or lease such building within 1 year after the asbestos abatement is complete, the law will  
presume that you intended to sell or lease the property at the time the work was done, which is a  
702 violation of this exemption. You may not hire an unlicensed person as your contractor. Your work  
must be done according to all local, state and federal laws and regulations which apply to asbestos  
704 abatement projects. It is your responsibility to make sure that people employed by you have  
licenses required by state law and by county or municipal licensing ordinances.

706 **105.3.7 Applicable Code for Manufactured Buildings.** Manufacturers should be  
permitted to complete all buildings designed and approved prior to the effective date of a new code  
708 edition, provided a clear signed contract is in place. The contract shall provide specific data  
mirroring that required by an application for permit, specifically, without limitation, date of  
710 execution, building owner or dealer, and anticipated date of completion. However, the construction  
activity must commence within 6 months of the contract's execution. The contract is subject to  
712 verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner  
714 for the issuance of a building permit or as a requirement for the submission of a building permit  
application.

716 105.3.9 Public right of way. A permit shall not be given by the building official for the  
construction of any building, or for the alteration of any building where said building is to be  
718 changed and such change will affect the exterior walls, bays, balconies, or other appendages or

720 projections fronting on any street, alley or public lane, or for the placing on any lot or premises of  
any building or structure removed from another lot or premises, unless the applicant has received  
722 a right of way permit form the authority having jurisdiction over the street, alley or public lane.

722 **105.4 Conditions of the permit.** The issuance or granting of a permit shall not be construed  
to be a permit for, or an approval of, any violation of any of the provisions of this code or of any  
724 other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the  
provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a  
726 permit based on construction documents and other data shall not prevent the building official from  
requiring the correction of errors in the construction documents and other data. The building  
728 official is also authorized to prevent occupancy or use of a structure where in violation of this code  
or of any other ordinances of this jurisdiction.

730 **105.4.1 Permit intent.** A permit issued shall be construed to be a license to proceed with  
the work and not as authority to violate, cancel, alter or set aside any of the provisions of the  
732 technical codes, nor shall issuance of a permit prevent the building official from thereafter  
requiring a correction of errors in plans, construction or violations of this code. Every permit issued  
734 shall become invalid unless the work authorized by such permit is commenced within six months  
after its issuance, or if the work authorized by such permit is suspended or abandoned for a period  
736 of 6 months after the time the work is commenced.

**105.4.1.1** If work has commenced and the permit is revoked, becomes null and void,  
738 or expires because of lack of progress or abandonment, a new permit covering the proposed  
construction shall be obtained before proceeding with the work.

740 **105.4.1.2** If a new permit is not obtained within 180 days from the date the initial  
permit became null and void, the building official is authorized to require that any work which has

742 been commenced or completed be removed from the building site. Alternately, a new permit may  
be issued or the original permit reinstated on application, providing the work in place and the work  
744 required to complete the structure meets all applicable regulations in effect at the time the  
application was submitted for the initial permit became null and void and any regulations which  
746 may have become effective between the date of expiration and the date of issuance of the new  
permit or the date of the reinstatement of the original permit. Applicable regulations which may  
748 have become effective between the date of the original permit application and the date of issuance  
of the new permit or reinstated permit may be modified if their application clearly would be  
750 impractical in the judgment of the building official, but only where it is clearly evident a reasonable  
degree of safety is maintained.

752 **105.4.1.3** Work shall be considered to be in active progress when the permit has  
received an approved inspection within 180 days. This provision shall not be applicable in case of  
754 civil commotion or strike or when the building work is halted due directly to judicial injunction,  
order or similar process.

756 **105.4.1.4** The fee for renewal reissuance and extension of a permit shall be set forth  
by the administrative authority.

758 **105.4.1.5** After the local enforcing agency issues a permit, the local enforcing agency  
may not make or require any substantive changes to the plans, or specifications except changes  
760 required for compliance with the *Florida Building Code*, the *Florida Fire Prevention Code*, or the  
Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires  
762 substantive changes to the plans or specifications after a permit is issued, the local enforcing  
agency must identify the specific plan features that do not comply with the applicable codes,

764 identify the specific code chapters and sections upon which the finding is based and provide the  
information to the permitholder in writing.

766 **105.5 Expiration.** Every permit issued shall become invalid unless the work on the site  
authorized by such permit is commenced within 180 days after its issuance, or if the work  
768 authorized on the site by such permit holder and property owner shall be responsible to either  
complete all work in accordance with the permitted plans and inspection or remove any partially  
770 completed work in a safe and code compliant manner. The building official is authorized to grant,  
in writing, one or more extensions of time, for periods not more than 180 days each. The extension  
772 shall be requested in writing and justifiable cause demonstrated as determined by the building  
official.

774 **105.5.1 Additional options for closing a permit.** Pursuant to Section 553.79(15), *Florida*  
*Statutes*, a property owner, regardless of whether the property owner is the one listed on the  
776 application for the building permit, may close a building permit by complying with the following  
requirements:

778 1. The property owner may retain the original contractor listed on the permit or hire a  
different contractor appropriately licensed in this state to perform the work necessary to satisfy the  
780 conditions of the permit and to obtain any necessary inspection in order to close the permit. If a  
contractor other than the original contractor listed on the permit is hired by the property owner to  
782 close the permit, such contractor is not liable for any defects in the work performed by the original  
contractor and is only liable for the work that he or she performs.

784 2. The property owner may assume the role of an owner-builder, in accordance with  
Sections 489.103(7) and 489.503(6), *Florida Statutes*.

786 3. If a building permit is expired and its requirements have been substantially completed,  
as determined by the local enforcement agency, the permit may be closed without having to obtain  
788 a new building permit, and the work required to close the permit may be done pursuant to the  
building code in effect at the time the local enforcement agency received the application for the  
790 permit, unless the contractor has sought and received approval from the local enforcement agency  
for an alternative material, design or method of construction.

792 4. A local enforcement agency may close a building permit 6 years after the issuance of  
the permit, even in the absence of a final inspection, if the local enforcement agency determines  
794 that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit  
796 have been satisfied.

**105.5.2** For the purposes of this subsection, a closed permit shall mean a permit for which  
798 all requirements for completion have been satisfied or a permit that has been administratively  
closed by the building official.

800 **105.5.3** For the purposes of this subsection, an open permit shall mean a permit that has  
not satisfied all requirements for completion as defined in 105.5.1.1.

802 **105.6 Denial or revocation.** Whenever a permit required under this section is denied or  
revoked because the plan, or the construction, erection, alteration, modification, repair, or  
804 demolition of a building, is found by the local enforcing agency to be not in compliance with the  
*Florida Building Code*, the local enforcing agency shall identify the specific plan or project  
806 features that do not comply with the applicable codes, identify the specific code chapters and  
sections upon which the finding is based, and provide this information to the permit applicant. If  
808 the local building code administrator or inspector finds that the plans are not in compliance with

the *Florida Building Code*, the local building code administrator or inspector shall identify the  
810 specific plan features that do not comply with the applicable codes, identify the specific code  
chapters and sections upon which the finding is based, and provide this information to the local  
812 enforcing agency. The local enforcing agency shall provide this information to the permit  
applicant.

814 **105.6.1** Pursuant to Section 553.79(16), *Florida Statutes*, a local enforcement agency may  
not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize, sanction  
816 or assess fees against an arm's-length purchaser of a property for value solely because a building  
permit applied for by a previous owner of the property was not closed. The local enforcement  
818 agency shall maintain all rights and remedies against the property owner and contractor listed on  
the permit.

820 **105.6.2** Pursuant to Section 553.79(16), *Florida Statutes*, a local enforcement agency may  
not deny issuance of a building permit to a contractor solely because the contractor is listed on  
822 other building permits that were not closed. A local enforcement agency has the authority to deny  
a new permit application from an applicant for other reasons.

824 **105.6.3** The building official is authorized to suspend or revoke a permit issued under the  
provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate  
826 or incomplete information, or in violation of any ordinance or regulation or any of the provisions  
of this code.

828 **105.7 Placement of permit.** The building permit or copy shall be kept on the site of the work  
until the completion of the project.

830 **105.8 Notice of commencement.** In accordance with Section 713.135, *Florida Statutes*, when  
any person applies for a building permit, the authority issuing such permit shall print on the face  
832 of each permit card in no less than 14-point, capitalized, boldfaced type:

“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF  
834 COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO  
YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND  
836 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO  
OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE  
838 RECORDING YOUR NOTICE OF COMMENCEMENT.”

**105.9 Asbestos.** The enforcing agency shall require each building permit for the demolition  
840 or renovation of an existing structure to contain an asbestos notification statement which indicates  
the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida*  
842 *Statutes*, and to notify the Department of Environmental Protection of her or his intentions to  
remove asbestos, when applicable, in accordance with state and federal law.

**105.10 Certificate of protective treatment for prevention of termites.** A weather-resistant  
844 job-site posting board shall be provided to receive duplicate Treatment Certificates as each  
required protective treatment is completed, providing a copy for the person the permit is issued to  
846 and another copy for the building permit files. The Treatment Certificate shall provide the product  
used, identity of the applicator, time and date of the treatment, site location, area treated, chemical  
848 used, percent concentration and number of gallons used, to establish a verifiable record of  
protective treatment. If the soil chemical barrier method for termite prevention is used, final  
850 exterior treatment shall be completed prior to final building approval.

852        **105.11 Notice of termite protection.** A permanent sign which identifies the termite treatment  
provider and need for re-inspection and treatment contract renewal shall be provided. The sign  
854 shall be posted near the water heater or electric panel.

856        **105.12 Work starting before permit issuance.** Upon approval of the building official, the  
scope of work delineated in the building permit application and plan may be started prior to the  
final approval and issuance of the permit, provided any work completed is entirely at risk of the  
858 permit applicant and the work does not proceed past the first required inspection.

860        **105.13 Phased permit approval.** After submittal of the appropriate construction documents,  
the building official is authorized to issue a permit for the construction of foundations or any other  
part of a building or structure before the construction documents for the whole building or structure  
862 have been submitted. The holder of such permit for the foundation or other parts of a building or  
structure shall proceed at the holder's own risk with the building operation and without assurance  
864 that a permit for the entire structure will be granted. Corrections may be required to meet the  
requirements of the technical codes.

866        **105.14 Permit issued on basis of an affidavit.** Whenever a permit is issued in reliance upon  
an affidavit or whenever the work to be covered by a permit involves installation under conditions  
868 which, in the opinion of the building official, are hazardous or complex, the building official shall  
require that the architect or engineer who signed the affidavit or prepared the drawings or  
870 computations shall supervise such work. In addition, they shall be responsible for conformity to  
the permit, provide copies of inspection reports as inspections are performed, and upon completion  
872 make and file with the building official written affidavit that the work has been done in conformity  
to the reviewed plans and with the structural provisions of the technical codes. In the event such  
874 architect or engineer is not available, the owner shall employ in his stead a competent person or

agency whose qualifications are reviewed by the building official. The building official shall  
876 ensure that any person conducting plans review is qualified as a plans examiner under Part XII of  
Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building  
878 inspector under Part XII of Chapter 468, *Florida Statutes*.

~~Exception:~~ **105.14.1 Affidavits in flood areas.** Permit issued on basis of an affidavit shall  
880 not extend to the flood load and flood resistance requirements of the *Florida Building Code* and  
the building official shall review and inspect those requirements.

**105.15 Opening protection.** When any activity requiring a building permit, not including  
roof covering replacement or repair work associated with the prevention of degradation of the  
884 residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000.00  
or more for a site-built single-family detached residential structure that is located in the wind-  
886 borne debris region as defined in this code and that has an insured value of \$750,000.00 or more,  
or, if the site-built single-family detached residential structure is uninsured or for which  
888 documentation of insured value is not presented, has a just valuation for the structure for purposes  
of ad valorem taxation of \$750,000.00 or more; opening protections as required within this code  
890 or *Florida Building Code, Residential* for new construction shall be provided.

**Exception:** Where defined wind-borne debris regions have not changed, single family  
892 detached residential structures permitted subject to the *Florida Building Code* are not required to  
comply with this section.

**105.16 Inspection of existing residential building not impacted by construction.**

(a) A local enforcing agency, and any local building code administrator, inspector, or other  
896 official or entity, may not require as a condition of issuance of a one- or two-family residential  
building permit the inspection of any portion of a building, structure, or real property that is not

898 directly impacted by the construction, erection, alteration, modification, repair, or demolition of  
the building, structure, or real property for which the permit is sought.

900 (b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, *Florida Statutes*, or as defined  
902 in the *Florida Building Code*.

2. A change of occupancy as defined in the *Florida Building Code*.

904 3. A conversion from residential to nonresidential or mixed use pursuant to Section  
553.507(2)(a), *Florida Statutes*, or as defined in the *Florida Building Code*.

906 4. A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit a local enforcing agency, or any local building code  
908 administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of  
910 an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property  
912 that is directly impacted by the construction, erection, alteration, modification, repair, or  
demolition of the building, structure, or real property for which the permit is sought in accordance  
with the prohibition in paragraph (a).  
914

3 Inspecting any portion of a building, structure, or real property for which the owner or  
916 other person having control of the building, structure, or real property has voluntarily consented  
to the inspection of that portion of the building, structure, or real property in accordance with the  
prohibition in paragraph (a).  
918

4. Inspecting any portion of a building, structure, or real property pursuant to an  
920 inspection warrant issued in accordance with subsections 933.20—933.30, *Florida Statutes*.

**105.17 Streamlined low-voltage alarm system installation permitting.**

922 (1) As used in this section, the term:

(a) “Contractor” means a person who is qualified to engage in the business of electrical or  
924 alarm system contracting pursuant to a certificate or ~~registrations~~ registration issued by the  
department under Part II of Chapter 489, *Florida Statutes*.

926 (b) “Low-voltage alarm system project” means a project related to the installation,  
maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in  
928 Section 489.505, *Florida Statutes*, including video cameras and closed circuit television systems  
used to signal or detect a burglary, fire, robbery or medical emergency, that is hardwired and  
930 operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition,  
or a new or existing low-voltage electric fence, ~~and~~. The term also includes ancillary components  
932 or equipment attached to such a low voltage alarm system, or low voltage electric fence, including,  
but not limited to, home-automation equipment, thermostats, closed-circuit television systems,  
934 access controls, battery recharging devices, and video cameras.

(c) “Low-voltage electric fence” means an alarm system, as defined in Section 489.505,  
936 *Florida Statutes*, that consists of a fence structure and an energizer powered by a commercial  
storage battery not exceeding 12 volts which produces an electric charge upon contact with the  
938 fence structure.

(d) “Wireless alarm system” means a burglar alarm system or smoke detector that is not  
940 hardwired.

(2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm  
942 system projects for which a permit is required by a local enforcement agency. However, a permit

is not required to install, maintain, inspect, replace, or service a wireless alarm system, including  
944 any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted  
946 as a low-voltage alarm system project and no further permit shall be required for the low-voltage  
alarm system project other than as provided in this section:

948 (a) The electric charge produced by the fence upon contact must not exceed energizer  
characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International  
950 Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence.  
952 The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or  
wall.

954 (c) The low-voltage electric fence must be identified using warning signs attached to the  
fence at intervals of not more than 60 feet.

956 (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for  
single-family or multi-family residential use.

958 (e) The low-voltage electric fence shall not enclose the portions of a property which are  
used for residential purposes.

960 (4) This section does not apply to the installation or replacement of a fire alarm if a plan review  
is required.

962 (5) A local enforcement agency shall make uniform basic permit labels available for purchase  
by a contractor to be used for the installation or replacement of a new or existing alarm system at  
964 a cost as indicated in Section 553.793, *Florida Statutes*. The local enforcement agency may not

require the payment of any additional fees, charges, or expenses associated with the installation or  
966 replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing  
968 a label, to submit information other than identification information of the licensee and proof of  
registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the  
970 jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels  
972 in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the  
974 premises of the low-voltage alarm system project site before commencing work on the project.

(7) A contractor is not required to notify the local enforcement agency before commencing  
976 work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice  
of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement  
978 agency within 14 days after completing the project. A local enforcement agency may take  
disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-  
980 Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted  
982 electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or  
authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System  
984 Project shall be in the format prescribed by the local enforcement agency and must comply with  
the requirements of Section 553.793(7), *Florida Statutes*.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect  
986 a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-

988 voltage alarm system project fails an inspection, the contractor must take corrective action as  
necessary to pass inspection.

990 (10) A municipality, county, district, or other entity of local government may not adopt or  
maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is  
992 inconsistent with this section.

(11) A uniform basic permit label shall not be required for the subsequent maintenance,  
994 inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure  
996 requirements on persons licensed in accordance with the applicable provisions of Chapter 489,  
*Florida Statutes.*

998 **SECTION 106**

**FLOOR AND ROOF DESIGN LOADS**

1000 **106.1 Live loads posted.** In commercial or industrial buildings, for each floor or portion  
thereof designed for live loads exceeding 50 psf (2.40 kN/m<sup>2</sup>), such design live loads shall be  
1002 conspicuously posted by the owner or the owner's authorized agent in that part of each story in  
which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

1004 **106.2 Issuance of certificate of occupancy.** A certificate of occupancy required by Section  
111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

1006 **106.3 Restrictions on loading.** It shall be unlawful to place, or cause or permit to be placed,  
on any floor or roof of a building, structure, or portion thereof, a load greater than is permitted by  
1008 this code.

SECTION 107

SUBMITTAL DOCUMENTS

1010  
1012  
1014  
1016  
1018

**107.1 General.** Submittal documents consisting of construction documents, statement of special inspection, geotechnical report and other data shall be submitted in two or more sets with each permit application in accordance with Section 553.79, Florida Statutes. The construction documents shall be prepared by a registered design professional where required by Chapter 471, *Florida Statutes*, and 61G15, *Florida Administrative Code*, or Chapter 481, *Florida Statutes*, and 61G1, *Florida Administrative Code*. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

1020  
1022

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

1024

**107.2 Construction documents.** Construction documents shall be in accordance with Sections 107.2.1 through ~~107.2.7~~ 107.2.6.

1026  
1028  
1030

**107.2.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specification shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to

1032 conformity with the technical codes. Such information shall be specific, and the technical codes  
shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a  
1034 substitute for specific information. All information, drawings, specifications and accompanying  
data shall bear the name and signature of the person responsible for the design.

1036 **107.2.2 Fire protection system shop drawings.** Shop drawings for the fire protection  
system(s) shall be submitted to indicate conformance to this code and the construction documents  
1038 and shall be approved prior to the start of system installation. Shop drawings shall contain all  
information as required by the referenced installation standards in Chapter 9.

1040 **107.2.3 Means of egress.** The construction documents shall show in sufficient detail the  
location, construction, size and character of all portions of the means of egress including the path  
1042 of the exit discharge to the public way in compliance with the provisions of this code. In other than  
occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number  
1044 of occupants to be accommodated on every floor, and in all rooms and spaces.

**107.2.4 Exterior wall envelope.** Construction documents for all buildings shall describe  
1046 the exterior wall envelope in sufficient detail to determine compliance with this code. The  
construction documents shall provide details of the exterior wall envelope as required, including  
1048 flashing, intersections with dissimilar materials, corners, end details, control joints, intersections  
at roof, eaves or parapets, means of drainage, water-resistive membrane and details around  
1050 openings.

The construction documents shall include manufacturer's installation instructions that  
1052 provide supporting documentation that the proposed penetration and opening details described in  
the construction documents maintain the weather resistance of the exterior wall envelope. The

1054 supporting-~~documentations~~ documentation shall fully describe the exterior wall system that was  
tested, where applicable, as well as the test procedure used.

1056 **107.2.5 Exterior balcony and elevated walking surfaces.** Where balcony or other  
elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and  
1058 the structural framing is protected by an impervious moisture barrier, the construction documents  
shall include details for all elements of the impervious moisture barrier system. The construction  
1060 documents shall include manufacturer's installation instructions.

**107.2.6 Site plan.** The construction documents submitted with the application for permit  
1062 shall be accompanied by a site plan showing to scale the size and location of new construction and  
existing structures on the site, distances from lot lines, the established street grades and the  
1064 proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood  
elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case  
1066 of demolition, the site plan shall show construction to be demolished and the location and size of  
existing structures and construction that are to remain on the site or plot. The building official is  
1068 authorized to waive or modify the requirement for a site plan where the application for permit is  
for alteration or repair or when otherwise warranted.

1070 **107.2.6.1 Design flood elevations.** Where design flood elevations are not specified,  
they shall be established in accordance with Section 1612.3.1 of the *Florida Building Code,*  
1072 *Building.*

**107.2.6.2** For the purpose of inspection and record retention, site plans for a building  
1074 may be maintained in the form of an electronic copy at the worksite. These plans must be open to  
inspection by the building official or a duly authorized representative, as required by the *Florida*  
1076 *Building Code.*

1078 **107.2.7 Structural information.** The construction documents shall provide the information specified in Section 1603.

1080 **107.3 Examination of documents.** The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**Exceptions:**

1084 1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

1092 2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official or local government option, from review of plans and inspections, providing the appropriate licensed design and inspection professionals or owners certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

1098 **107.3.1 Approval of construction documents.** When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for

1100 Code Compliance." One set of construction documents so reviewed shall be retained by the  
building official. The other set shall be returned to the applicant, shall be kept at the site of work  
1102 and shall be open to inspection by the building official or a duly authorized representative.

**107.3.2 Previous approvals.** This code shall not require changes in the construction  
1104 documents, construction or designated occupancy of a structure for which a lawful permit has been  
heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued  
1106 in good faith within 180 days after the effective date of this code and has not been abandoned.

**107.3.3 Phased approval.** The building official is authorized to issue a permit for the  
1108 construction of foundations or any other part of a building or structure before the construction  
documents for the whole building or structure have been submitted, provided that adequate  
1110 information and detailed statements have been filed complying with pertinent requirements of this  
code. The holder of such permit for the foundation or other parts of a building or structure shall  
1112 proceed at the holder's own risk with the building operation and without assurance that a permit  
for the entire structure will be granted.

1114 **107.3.4 Design professional in responsible charge.** ~~Reserved.~~ Where it is required that  
documents be prepared by a registered design professional, the building official shall be authorized  
1116 to require the owner or the owner's authorized agent to engage and designate on the building permit  
application a registered design professional who shall act as the registered design professional in  
1118 responsible charge. If the circumstances require, the owner or the owner's authorized agent shall  
designate a successor registered design professional in responsible charge who shall perform the  
1120 duties required of the original registered design professional in responsible charge. The building  
official shall be notified in writing by the owner or owner's authorized agent if the registered  
1122 design professional in responsible charge is changed or is unable to continue to perform the duties.

1124 Successor registered design professional in responsible charge licensed under Chapter 471, Florida  
Statutes, shall comply with Section 471.025(4), Florida Statutes, and the procedure set forth in  
61G15-27.001, Florida Administrative Code; or licensed under Chapter 481, Florida Statutes,  
1126 shall comply with Section 481.221(6), Florida Statutes, and the procedure set forth in 61G1-  
18.002, Florida Administrative Code.

1128 The registered design professional in responsible charge shall be responsible for reviewing  
and coordinating submittal documents prepared by others, including phased and deferred submittal  
1130 items, for compatibility with the design of the building.

**107.3.4.1 Deferred submittals.** For the purposes of this section, deferred submittals  
1132 are defined as those portions of the design that are not submitted at the time of the application and  
that are to be submitted to the building official.

1134 Deferral of any submittal items shall have the prior approval of the building official.  
The registered design professional in responsible charge shall list the deferred submittals on the  
1136 construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design  
1138 professional in responsible charge who shall review them and forward them to the building official  
with a notation indicating that the deferred submittal documents have been reviewed and found to  
1140 be in general conformance to the design of the building. The deferred submittal items shall not be  
installed until the deferred submittal documents have been approved by the building official.

1142 **107.3.4.2** Certifications by contractors authorized under the provisions of Section  
489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications  
1144 by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by  
local enforcement agencies for plans review for permitting purposes relating to compliance with

1146 the wind-resistance provisions of the code or alternate methodologies approved by the Florida  
Building Commission for one- and two-family dwellings. Local enforcement agencies may rely  
1148 upon such certification by contractors that the plans and specifications submitted conform to the  
requirements of the code for wind resistance. Upon good cause shown, local government code  
1150 enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471,  
481 or 489, *Florida Statutes*.

1152 **107.3.5 Minimum plan review criteria for buildings.** The examination of the documents  
by the building official shall include the following minimum criteria and documents; a floor plan;  
1154 site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building  
envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

1156 **Commercial Buildings:**

**Building.**

- 1158 1. Site Requirements:
- 1160 • Parking
  - Fire access
  - Vehicle loading
  - 1162 • Driving/turning radius
  - Fire hydrant/water supply/Post Indicator Valve (PIV)
  - 1164 • Set back/separation (assumed property lines)
  - Location of specific tanks, water lines and sewer lines
  - 1166 • Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined  
1168 (with cross check with the energy code submittal).

- 1170 3 Minimum type of construction shall be determined (Table 503, Florida  
Building Code, Building).
- 1172 4. Fire-resistant construction requirements shall include the following  
components:
- 1174     ▪ Fire-resistant separations
  - Fire-resistant protection for type of construction
  - 1176     ▪ Protection of openings and penetrations of rated walls fire blocking and  
~~draftstopping~~ draft stopping
  - Calculated fire resistance
- 1178 5. Fire suppression systems shall include:
- 1180     • Early warning smoke evacuation systems
  - Schematic fire sprinklers
  - Standpipes
  - 1182     • Pre-engineered systems
  - Riser diagram
- 1184 6. Life safety systems shall be determined and shall include the following  
requirements:
- 1186     • Occupant load and egress capacities
  - Early warning
  - 1188     • Smoke control
  - Stair pressurization
  - 1190     • Systems schematic

7. Occupancy load/egress requirements shall include:

- 1192           ● Occupancy load
- Gross
- 1194           ● Net
- Means of egress
- 1196           ● Exit access
- Exit
- 1198           ● Exit discharge
- Stairs construction/geometry and protection
- 1200           ● Doors
- Emergency lighting and exit signs
- 1202           ● Specific occupancy requirements
- Construction requirements
- 1204           ● Horizontal exits/exit passageways

8. Structural requirements shall include:

- 1206           ● Soil conditions/analysis
- Termite protection
- 1208           ● Design loads
- Wind requirements
- 1210           ● Building envelop
- Impact resistant coverings or systems
- 1212           ● Structural calculations (if required)
- Foundation

1214                   ●    Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials

1216                   ●    Wall systems

                          ●    Floor systems

1218                   ●    Roof systems

                          ●    Threshold inspection plan

1220                   ●    Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

1222                   ●    Wood

                          ●    Steel

1224                   ●    Aluminum

                          ●    Concrete

1226                   ●    Plastic

                          ●    Glass

1228                   ●    Masonry

                          ●    Gypsum board and plaster

1230                   ●    Insulating (mechanical)

                          ●    Roofing

1232                   ●    Insulation

                          ●    Building envelope portions of the Energy Code (including calculation and mandatory requirements)

1234

10. Accessibility requirements shall include the following:

- 1236           Site requirements
  - Accessible route
  - 1238           ● Vertical accessibility
  - Toilet and bathing facilities
  - 1240           ● Drinking fountains
  - Equipment
  - 1242           ● Special occupancy requirements
  - Fair housing requirements

11. Interior requirements shall include the following:

- Interior finishes (flame spread/smoke develop)
- 1246           ● Light and ventilation (including corresponding portion of the energy code)
- Sanitation

12. Special systems:

- Elevators
- 1250           ● Escalators
- Lifts

13. Swimming Pools:

- Barrier requirements
- 1254           ● Spas
- Wading pools



- 2. Fixture requirements
- 1280 3. Water supply piping
- 4. Sanitary drainage
- 1282 5. Water heaters
- 6. Vents
- 1284 7. Roof drainage
- 8. Back flow prevention
- 1286 9. Irrigation
- 10. Location of water supply line
- 1288 11. Grease traps
- 12. Environmental requirements
- 1290 13. Plumbing rise
- 14. Design flood elevation
- 1292 15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

1294 **Mechanical.**

- 1. Mechanical portions of the Energy calculations
- 1296 2. Exhaust systems:
  - Clothes dryer exhaust
  - 1298 ● Kitchen equipment exhaust
  - Specialty exhaust systems
- 1300 3. Equipment
- 4. Equipment location

- 1302 5. Make-up air
- 6. Roof-mounted equipment
- 1304 7. Duct systems
- 8. Ventilation
- 1306 9. Combustion air
- 10. Chimneys, fireplaces and vents
- 1308 11. Appliances
- 12. Boilers
- 1310 13. Refrigeration
- 14. Bathroom ventilation
- 1312 15. Laboratory
- 16. Design flood elevation
- 1314 17. Smoke and/or Fire Dampers

**Gas.**

- 1316 1. Gas piping
- 2. Venting
- 1318 3. Combustion air
- 4. Chimneys and vents
- 1320 5. Appliances
- 6. Type of gas
- 1322 7. Fireplaces
- 8. LP tank location
- 1324 9. Riser diagram/shutoffs

10. Design flood elevation

1326 11. Gas portions of the Energy Code (including calculation and mandatory requirements)

1328 **Demolition.**

1. Asbestos removal

1330 **Residential (one- and two-family) Building.**

1. Site requirements:

1332 2. Set back/separation (assumed property lines)

3. Location of septic tanks

1334 24. Fire-resistant construction (if required)

35. Fire

1336 46. Smoke and/or carbon monoxide alarm/detector locations

57. Egress:

1338 ● Egress window size and location stairs construction requirements

68. Structural requirements shall include:

1340 ● Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)

1342 ● Termite protection

1344 ● Design loads

● Wind requirements

1346 ● Building envelope

● Foundation

- 1348                   ●    Wall systems
- Floor systems
- 1350                   ●    Roof systems
- Flood hazard areas, flood zones, design flood elevations, lowest floor
- 1352                    elevations, enclosures, equipment, and flood damage-resistant materials

79. Accessibility requirements:

- 1354                   ●    Show/identify
- Accessible bath

1356                   810. Impact resistant coverings or systems

1358                   911. Residential Energy Code submittal (including calculation and mandatory requirements)

**Manufactured buildings/housing:**

- 1360                   1. Site requirements
  - Setback/separation (assumed property lines)
  - 1362                   ●    Location of septic tanks (if applicable)
- 2. Structural
  - 1364                   ●    Wind zone
  - Anchoring
  - 1366                   ●    Blocking
- 3. Plumbing
  - 1368                   ●    List potable water source and meter size (if applicable)
- 4. Mechanical
  - 1370                   ●    Exhaust systems

- Clothes dryer exhaust
- Kitchen equipment exhaust

5. Electrical exterior disconnect location

**Exemptions:** Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance permits
5. Prototype plans:
  - Except for local site adaptations, siding, foundations and/or modifications.
  - Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

**107.4 Amended construction documents.** Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

**107.5 Retention of construction documents.** One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

**107.6 Affidavits.** The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings

1394 and structures, the affidavit shall state that the plans conform to the laws as to egress, type of  
construction and general arrangement and, if accompanied by drawings, show the structural design  
1396 and that the plans and design conform to the requirements of the technical codes as to strength,  
stresses, strains, loads and stability. The building official may without any examination or  
1398 inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees  
to submit to the building official copies of inspection reports as inspections are performed and  
1400 upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification  
that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance  
1402 with the requirements of the technical codes. Where the building official relies upon such affidavit,  
the architect or engineer shall assume full responsibility for compliance with all provisions of the  
1404 technical codes and other pertinent laws or ordinances. The building official shall ensure that any  
person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468,  
1406 *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector  
under Part XII of Chapter 468, *Florida Statutes*.

1408 **107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit.**  
Pursuant to the requirements of federal regulation for participation in the National Flood Insurance  
1410 Program (44 C.F.R. Parts 59 and 60), the authority granted to the building official to issue permits,  
to rely on inspections, and to accept plans and construction documents on the basis of affidavits  
1412 and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and  
flood-resistance construction requirements of the *Florida Building Code*.

1414 **107.6.2 Affidavits provided pursuant to Section 553.791, Florida Statutes.** For a  
building or structure in a flood hazard area, the building official shall review any affidavit

1416 certifying compliance with the flood load and flood-resistant construction requirements of the  
Florida Building Code.

1418 107.7 If the local building code administrator or inspector finds that he plans are not in  
compliance with the Florida Building Code, the local building code administrator or inspector  
1420 shall identify the specific plan features that do not comply with the applicable codes, identify the  
specific code chapters and sections upon which the finding is based, and provide this information  
1422 to the local enforcing agency. If the building code administrator, plans examiner, or inspector  
requests another local enforcing agency employee or a person contracted by the local enforcing  
1424 agency to review the plans and that employee or person identifies specific plan features that do not  
comply with the applicable codes, the building code administrator, plans examiner, or inspector  
1426 must provide this information to the local enforcing agency. The local enforcing agency shall  
provide this information to the permit applicant.

1428 **SECTION 108**

**TEMPORARY STRUCTURES AND USES**

1430 **108.1 General.** The building official is authorized to issue a permit for temporary structures  
and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted  
1432 for more than 180 days. The building official is authorized to grant extensions for demonstrated  
cause.

1434 **108.2 Conformance.** Temporary structures and uses shall comply with the requirements in  
Section 3103.

1436 **108.3 Temporary power.** The building official is authorized to give permission to  
temporarily supply and use power in part of an electric installation before such installation has  
1438 been fully completed and the final certificate of completion has been issued. The part covered by

the temporary certificate shall comply with the requirements specified for temporary lighting, heat  
1440 or power in NFPA 70.

**108.4 Termination of approval.** The building official is authorized to terminate such permit  
1442 for a temporary structure or use and to order the temporary structure or use to be discontinued.

**SECTION 109**

**FEES**

**109.1 Payment of fees.** A permit shall not be valid until the fees prescribed by law have been  
1446 paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

**109.2 Schedule of permit fees.** The Board of County Commissioners shall from time to time  
1448 establish by resolution such building permit fees, and such other fees as shall be equitable and  
necessary to carry out the intent of this Chapter.

**109.2.1 Types of Fees Enumerated.** Fees may be charged for, but not limited to, the  
1450 following:

- 1452 1. Permits;
- 2. Plans examination;
- 1454 3. Certificates of competency (including fees for applications, examinations, renewal, late  
renewal, and reciprocity);
- 1456 4. Re-inspections;
- 5. Administrative fees (including fees for investigative and legal costs incurred in the  
1458 context of certain disciplinary cases heard by the board);
- 6. Variance requests;
- 1460 7. Administrative appeals;
- 8. Violations; and

1462            9. Other fees as established by local resolution or ordinance.

1464            **109.3 Building permit valuation.** The applicant for a permit shall provide an estimated  
1466 permit value at time of application. Permit valuations shall include total value of work, including  
1468 materials and labor, for which the permit is being issued, such as electrical, gas, mechanical,  
plumbing equipment and permanent systems. If, in the opinion of the building official, the  
valuation is underestimated on the application, the permit shall be denied, unless the applicant can  
show detailed estimates to meet the approval of the building official. Final building permit  
valuation shall be set by the building official.

1470            **109.4 Work commencing before permit issuance.** Any person who commences any work  
on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the  
1472 necessary permits or without prior approval from the building official as permitted in Section  
105.2.2 or 105.12 shall be subject to a fee established by the Seminole County Board of County  
1474 Commissioners that shall be in addition to the required permit fees or as provided by local  
ordinance This provision shall not apply to emergency work when delay would clearly have placed  
1476 life or property in imminent danger. But in all such cases, the required permit(s) must be applied  
for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall  
1478 result in the charge or a double fee. The payment of a double fee shall not preclude or be deemed  
a substitute for prosecution for commencing work without first obtaining a permit. The building  
1480 official may grant extension of time or waive fees when justifiable cause has been demonstrated  
in writing.

1482            **109.5 Related fees.** ~~Reserved.~~ The payment of the fee for the construction, alteration, removal  
or demolition for work done in connection to or concurrently with the work authorized by a

1484 building permit shall not relieve the applicant or holder of the permit from the payment of other  
1485 fees that are prescribed by law.

1486 ~~**109.6 Refunds.**~~ Reserved. The building official is authorized to establish a refund policy.

**SECTION 110**

**INSPECTIONS**

1488  
**110.1 General.** Construction or work for which a permit is required shall be subject to  
1490 inspection by the building official and such construction or work shall remain exposed and  
provided with access for inspection purposes until approved. Approval as a result of an inspection  
1492 shall not be construed to be an approval of a violation of the provisions of this code or of other  
ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the  
1494 provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the  
duty of the owner or the owner's authorized agent to cause the work to remain exposed and  
1496 provided with access for inspection purposes. The building official shall be permitted to require a  
boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever  
1498 the boundary lines cannot be readily determined in the field. Neither the building official nor the  
jurisdiction shall be liable for expense entailed in the removal or replacement of any material  
1500 required to allow inspection.

**110.2 Preliminary inspection.** Before issuing a permit, the building official is authorized to  
1502 examine or cause to be examined buildings, structures and sites for which an application has been  
filed.

1504 **110.3 Required inspections.** The building official upon notification from the permit holder  
or his or her agent shall make the following inspections, and shall either release that portion of the  
1506 construction or shall notify the permit holder or his or her agent of any violations which must be

corrected in order to comply with the technical codes. The building official shall determine the  
1508 timing and sequencing of when inspections occur and what elements are inspected at each  
inspection.

1510 **Building:**

1. Foundation inspection. To be made after trenches are excavated, any required  
1512 reinforcing steel is in place, forms erected and shall at a minimum include the  
following building components:

- 1514 \* Stem-wall
- \* Monolithic slab-on-grade
- 1516 \* Piling/pile caps
- \* Footers/grade beam

1518 1.1 Slab Inspection: Concrete slab and under-floor inspections shall be made after  
in-slab or under-floor reinforcing steel and building service equipment, conduit,  
1520 piping accessories and other ancillary equipment items are in place, but before  
any concrete is placed or floor sheathing installed, including the subfloor.

1522 1.2 A foundation/form board survey prepared and certified by a Florida licensed  
professional surveyor and mapper may be required, prior to approval of the slab  
1524 inspection. The survey shall certify placement of the ~~buildings~~ building on the  
site, illustrate all surrounding setback dimensions and shall be available at the  
1526 job site for review by the building inspector. In lieu of providing a survey, the  
contractor may elect to uncover all property line markers and string-up all  
1528 property lines in preparation for inspection.

1.3 In flood hazard areas, upon placement of the lowest floor, including basement,  
1530 and prior to further vertical construction, the elevation certification shall be  
submitted to the authority having jurisdiction.

1532 2. Framing inspection. To be made after the roof, all framing, fireblocking and  
bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are  
1534 complete and the rough electrical, plumbing, heating wires, pipes and ducts are  
approved and shall at a minimum include the following building components:

- 1536 \* Verify threshold slab inspection approval when threshold inspections are  
required.
- 1538 \* Window/door framing
- \* Window U-factor/SHGC (as indicated on approved energy calculations)
- 1540 \* Vertical cells/columns
- \* Lintel/tie beams
- 1542 \* Framing/trusses/bracing/connectors (including truss layout & Engineered  
drawings)
- 1544 \* Draft stopping/fire blocking
- \* Curtain wall framing
- 1546 \* Energy insulation (Insulation R-factor as indicated on approved energy  
calculations)
- 1548 \* Accessibility
- \* Verify rough opening dimensions are within tolerances
- 1550 \* Window/door buck attachment

1552 2.1 Insulation Inspection. To be made after the framing inspection is approved and  
the insulation is in place, according to approved energy calculation submittal.  
Includes wall and ceiling insulation. Verify threshold frame inspection approval  
1554 when threshold inspections are required.

1556 2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies.  
Lath and gypsum board inspections shall be made after lathing and gypsum  
board, interior and exterior, is in place, but before any plastering is applied or  
1558 gypsum board joints and fasteners are taped and finished.

1560 3. Sheathing inspection. To be made either as part of a dry-in inspection or done  
separately at the request of the contractor after all roof and wall sheathing and  
fasteners are complete and shall at a minimum include the following building  
1562 components:

- 1564 \* Roof sheathing
- \* Wall sheathing
- \* Continuous air barrier
- 1566 \* Exterior Siding/Cladding
- \* Sheathing fasteners
- 1568 \* Roof/wall dry-in

**NOTE:** Sheathing fasteners installed and found to be missing the structural member (shiners) shall  
1570 be removed and properly reinstalled prior to installation of the dry-in material.

1572 4. Exterior wall coverings. Shall at a minimum include the following building  
components in progress inspections:

- Exterior wall coverings and veneers

1574                   • Soffit coverings  
1576                   5. Roofing inspection. Shall at a minimum be made in at least two inspections and  
include the following building components:

- 1578                   \* Dry-in
- \* Insulation
- \* Roof coverings (including In Progress as necessary)
- 1580                   \* Insulation on roof deck (according to submitted energy calculation)
- \* Flashing

1582                   5.1 Re-Roof sheathing inspection. An affidavit with a notarized signature of a state  
                          or locally licensed roofing contractor for the installation of additional sheathing  
1584                   fasteners as required by the Existing Building Code may be accepted at the  
discretion of the building official.

1586                   6. Final inspection. To be made after the building is completed and ready for  
occupancy.

1588                   6.1 In flood hazard areas, as part of the final inspection, a final certification of the  
                          lowest floor elevation or the elevation to which a building is dry floodproofed,  
1590                   as applicable, shall be submitted to the authority having jurisdiction.

1592                   7. Swimming pool inspection.  
First inspection to be made after excavation and installation of reinforcing steel,  
bonding and main drain and prior to placing of concrete shell.

- 1594                   a. Steel reinforcement inspection
- b. Underground electric inspection
- 1596                   c. Underground piping inspection including a pressure test

- 1598                   d. Underground electric inspection under deck area (including the equipotential  
                          bonding)
- e. Underground piping inspection under deck area
- 1600                   f. Deck inspection: to be made prior to installation of the deck material (with  
                          forms, deck drains, and any reinforcement in place
- 1602                   g. Safety Inspection: Made prior to filling the pool with the bonding connections  
                          made, the proper drain covers installed and the final barriers installed
- 1604                   h. Final pool piping
- i. Final Electrical inspection
- 1606                   j. Final inspections to be made when the swimming pool is complete and all  
                          required enclosure requirements are in place

1608                   In order to pass final inspection and receive a certificate of completion, a  
                          residential swimming pool must meet the requirements relating to pool safety  
1610                   features as described in Section 454.2.17 of ~~this code~~ the *Florida Building*  
                          *Code, Residential.*

1612                   8. Demolition Inspections. First inspection to be made after all utility connections  
                          have been disconnected and secured in such manner that no unsafe or unsanitary  
1614                   conditions shall exist during or after demolition operations.

                          Final inspection to be made after all demolition work is completed.

1616                   9. Manufactured building Inspections. The Building Division shall inspect  
                          construction of foundations; connecting buildings to foundations; installation of  
1618                   parts identified on plans as site installed items, joining the modules, including  
                          utility crossovers; utility connections from the building to utility lines on site; and

1620 any other work done on site which requires compliance with the *Florida Building*  
1621 *Code*. Additional inspections may be required for public educational facilities (see  
1622 Section 453.27.20 of ~~this code~~ the *Florida Building Code*).

1623 10. Where impact-resistant coverings or impact-resistant systems are installed, the  
1624 building official shall schedule adequate inspections of impact-resistant coverings  
1625 or impact-resistant systems to determine the following:

1626 The system indicated on the plans was installed.

1627 The system is installed in accordance with the manufactures installation  
1628 instructions and the product approval.

**Electrical:**

1630 1. Underground inspection. To be made after trenches or ditches are excavated,  
1631 conduit or cable installed, and before any backfill is put in place.

1632 2. Rough-In inspection. To be made after the roof, framing, fireblocking and bracing  
1633 is in place and prior to the installation of wall or ceiling membranes. Includes  
1634 electrical provisions of the energy code and approved energy calculation  
1635 provisions.

1636 3. Final inspection. To be made after the building is complete, all required electrical  
1637 fixtures are in place and properly connected or protected, and the structure is ready  
1638 for occupancy. Includes electrical provisions of the energy code and approved  
1639 energy calculation provisions.

1640 4. Existing Swimming Pools. To be made after all repairs or alterations are complete,  
1641 all required electrical equipment, GFCI protection, and equipotential bonding are  
1642 in place on said alterations or repairs.

**Plumbing**

- 1644           1. Underground inspection. To be made after trenches or ditches are excavated, piping  
                  installed, and before any backfill is put in place.
  
- 1646           2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing  
                  is in place and all soil, waste and vent piping is complete, and prior to this  
1648           installation of wall or ceiling membranes.  
  
                  Includes plumbing provisions of the energy code and approved energy calculations  
1650           provisions.
  
- 3. Final inspection. To be made after the building is complete, all plumbing fixtures  
1652           are in place and properly connected, and the structure is ready for occupancy.  
  
                  Includes plumbing provisions of the energy code and approved energy calculation  
1654           provisions.

**Note:** See Section 312 of the *Florida Building Code, Plumbing* for required tests.

**Mechanical:**

- 1656           1. Underground inspection. To be made after trenches or ditches are excavated,  
1658           underground duct and fuel piping installed, and before any backfill is put in place.
  
- 2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing  
1660           are in place and all ducting, and other concealed components are complete, and  
  
                  prior to the installation of wall or ceiling membranes.  
1662           Includes mechanical provisions of the energy code and approved energy  
  
                  calculations provisions.
  
- 1664           3. Final inspection. To be made after the building is complete, the mechanical system  
  
                  is in place and properly connected, and the structure is ready for occupancy.

1666 Includes mechanical provisions of the energy code and approved energy calculation  
provisions.

1668 **Gas:**

1. Rough piping inspection. To be made after all new piping authorized by the permit  
1670 has been installed, and before any such piping has been covered or concealed or  
any fixtures or gas appliances have been connected.

1672 Includes gas provisions of the energy code and approved energy calculations  
provisions.

1674 2. Final piping inspection. To be made after all piping authorized by the permit has  
been installed and after all portions which are to be concealed by plastering or  
1676 otherwise have been so concealed, and before any fixtures or gas appliances have  
been connected. This inspection shall include a pressure test.

1678 3. Final inspection. To be made on all new gas work authorized by the permit and  
such portions of existing systems as may be affected by new work or any changes,  
1680 to insure compliance with all the requirements of this code and to assure that the  
installation and construction of the gas system is in accordance with reviewed plans.

1682 Includes gas provisions of the energy code and approved energy calculation  
provisions.

1684 **Site debris.** Reserved.

**110.3.1 Footings and foundation inspection.** Footing and foundation inspections shall  
1686 be made after excavations for footings are complete and any required reinforcing steel is in place.  
For concrete foundations, any required forms shall be in place prior to inspection. Materials for

1688 the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM  
C 94, the concrete need not be on the job.

1690 **110.3.2 Concrete slab and under-floor inspection.** Concrete slab and under-floor  
inspections shall be made after in-slab or under-floor reinforcing steel and building service  
1692 equipment, conduit, piping accessories and other ancillary equipment items are in place, but before  
any concrete is placed or floor sheathing installed, including the subfloor.

1694 **110.3.3 Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor,  
including the basement, and prior to further vertical construction, the elevation certification  
1696 required in Section 1612.4 and Section R322 of the *Florida Building Code, Residential*, shall be  
submitted to the building official.

1698 **110.3.4 Frame inspection.** Framing inspections shall be made after the roof deck or  
sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be  
1700 concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are  
approved.

1702 **110.3.5—~~Lathy~~ Lath, gypsum board and gypsum panel product inspection.** Lath,  
gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board  
1704 and gypsum panel products, interior and exterior, are in place, but before any plastering is applied  
or gypsum board and gypsum panel product joints and fasteners are taped and finished.

1706 **Exception:** Gypsum board and gypsum panel products that are not part of a fire-resistance-  
rated assembly or a shear assembly.

1708 **110.3.6 Weather-exposed balcony and walking surface waterproofing.** Where balcony  
or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or

1710 irrigation, and the structural framing is protected by an impervious moisture barrier, all elements  
of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

1712 **110.3.7 Fire- and smoke-resistant penetrations.** Protection of joints and penetrations in  
fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from  
1714 view until inspected and approved

**110.3.8 Energy efficiency inspections.** Inspections shall be made to determine  
1716 compliance with FBC, Energy Conservation and confirm with the approved energy code submittal  
(by appropriate trade) and corresponding mandatory requirements and shall include, but not be  
1718 limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-  
value and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and  
1720 water-heating equipment efficiency.

**110.3.9 Other inspections.** In addition to the inspections specified in Sections 110.3  
1722 through 110.3.8, the building official is authorized to make or require other inspections of any  
construction work to ascertain compliance with the provisions of this code and other laws that are  
1724 enforced by the Building Division.

**110.3.10 Special Inspections.** Reserved.

1726 **110.3.11 Final Inspection.** The final ~~inspections~~ inspection shall be made after all work  
required by the building permit is completed.

1728 **110.3.11.1 Flood hazard documentation.** If located in a flood hazard area,  
documentation of the elevation of the lowest floor as required in Section 1612.5 of the Florida  
1730 Building Code and Section R322 of the *Florida Building Code, Residential*, shall be submitted to  
the building official prior to the final inspection.

1732 **110.3.11.2 Commercial Energy Code documentation.** If required by energy code  
path submittal, confirmation that commissioning result requirements have been received by  
1734 building owner.

**110.3.11.3 Residential Energy Code documentation.** If required by energy code  
1736 path submittal (R405), confirmation that the duct test requirements shall be received by the  
building official.

1738 **110.3.12 Termites.** Building components and building surroundings required to be  
protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section  
1740 2304.12.4 of the Florida Building Code, specifically required to be inspected for termites in  
accordance with Section 2114 of the Florida Building Code, or required to have chemical soil  
1742 treatment in accordance with Section 1816 of the Florida Building Code shall not be covered or  
concealed until the release from the building official has been received.

1744 **110.3.13 Impact-resistant coverings or systems.** Where impact-resistant coverings or  
systems are installed to meet requirements of this code, the building official shall schedule  
1746 adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
- 1748 2. The system is installed in accordance with the manufacturer's installation instructions  
and the product approval.

1750 **110.4 Inspection agencies.** Reserved.

**110.5 Inspection requests.** It shall be the duty of the holder of the building permit or their  
1752 duly authorized agent to notify the building official when work is ready for inspection. It shall be  
the duty of the permit holder to provide access to and means for inspections of such work that are  
1754 required by ~~this code~~ the Florida Building Code.

1756 **110.6 Approval required.** Work shall not be done beyond the point indicated in each  
1758 successive inspection without first obtaining the approval of the building official. The building  
1760 official, upon notification, shall make the requested inspections and shall either indicate the portion  
of the construction that is satisfactory as completed, or notify the permit holder or his or her agent  
wherein the same fails to comply with this code. Any portions that do not comply shall be corrected  
and such portion shall not be covered or concealed until authorized by the building official.

1762 **110.7 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall  
be designed and inspected by a Florida licensed professional engineer prior to any required  
mandatory inspections by the threshold building inspector.

1764 **110.8 Threshold building.**

1766 **110.8.1** During new construction or during repair or restoration projects in which the  
structural system or structural loading of a building is being modified, the enforcing agency shall  
require a special inspector to perform structural inspections on a threshold building pursuant to a  
1768 structural inspection plan prepared by the engineer or architect of record. The structural inspection  
plan must be submitted to the enforcing agency prior to the issuance of a building permit for the  
1770 construction of a threshold building. The purpose of the structural inspection plans is to provide  
specific inspection procedures and schedules so that the building can be adequately inspected for  
1772 compliance with the permitted documents. The special inspector may not serve as a surrogate in  
carrying out the responsibilities of the building official, the architect, or the engineer of record.  
1774 The contractor's contractual or statutory obligations are not relieved by any action of the special  
inspector.

1776 **110.8.2** The special inspector shall determine that a professional engineer who specializes  
in shoring design has inspected the shoring and reshoring for conformance with the shoring and

1778 reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which  
does not meet the minimum size, height, occupancy, occupancy classification, or number-of-  
1780 stories criteria which would result in classification as a threshold building under Section 553.71(7),  
*Florida Statutes*, may designate such building as a threshold building, subject to more than the  
1782 minimum number of inspections required by the *Florida Building Code*.

**110.8.3** The fee owner of a threshold building shall select and pay all costs of employing  
1784 a special inspector, but the special inspector shall be responsible to the enforcement agency. The  
inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as  
1786 an engineer or under Chapter 481, *Florida Statutes*, as an architect.

**110.8.4** Each enforcement agency shall require that, on every threshold building:

1788 **110.8.4.1** The special inspector, upon completion of the building and prior to the  
issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement  
1790 agency in substantially the following form: “To the best of my knowledge and belief, the above  
described construction of all structural load-bearing components complies with the permitted  
1792 documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted  
to the enforcement agency.”

1794 **110.8.4.2** Any proposal to install an alternate structural product or system to which  
building codes apply be submitted to the enforcement agency for review for compliance with the  
1796 codes and made part of the enforcement agency's recorded set of permit documents.

**110.8.4.3** All shoring and ~~re-shoring~~ reshoring procedures, plans and details be  
1798 submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation  
shall be supervised, inspected and certified to be in compliance with the shoring documents by the  
1800 contractor.

1802 **110.8.4.4** All plans for the building which are required to be signed and sealed by the  
architect or engineer of record contain a statement that, to the best of the architect's or engineer's  
knowledge, the plans and specifications comply with the applicable minimum building codes and  
1804 the applicable fire-safety standards as determined by the local authority in accordance with this  
section and Chapter 633, *Florida Statutes*.

1806 **110.8.5** No enforcing agency may issue a building permit for construction of any threshold  
building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida*  
1808 *Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*,  
within the scope of her or his license. The named contractor to whom the building permit is issued  
1810 shall have the responsibility for supervision, direction, management and control of the construction  
activities on the project for which the building permit was issued.

1812 **110.8.6** The Building Division may allow a special inspector to conduct the minimum  
structural inspection of threshold buildings required by ~~this code~~ the *Florida Building Code*,  
1814 Section 553.73, *Florida Statutes*, without duplicative inspection by the Building Division. The  
building official is responsible for ensuring that any person conducting inspections is qualified as  
1816 a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special  
inspector under Chapter 471 or Chapter 481, *Florida Statutes*. Inspections of threshold buildings  
1818 required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections  
required by ~~this code~~ the *Florida Building Code*.

1820 **110.9 Mandatory structural inspections for condominium and cooperative buildings.**

**110.9.1 General.** The Legislature finds that maintaining the structural integrity of a  
1822 building throughout its service life is of paramount importance in order to ensure that buildings  
are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such,

1824 the Legislature finds that the imposition of a statewide structural inspection program for aging  
condominium and cooperative buildings in this state is necessary to ensure that such buildings are  
1826 safe for continued use.

**110.9.2** As used in this section, the terms:

1828 (a) “Milestone Inspection” means a structural inspection of a building, including an  
inspection of load-bearing wall and the primary structural members and the primary structural  
1830 systems as those terms are defined in Section 627.706, Florida Statutes, by a licensed architect or  
engineer authorized to practice in this state for the purposes of attesting to the life safety and the  
1832 adequacy of the structural components, of the building and, to the extent reasonably possible,  
determining the general structural condition of the building as it affects the safety of such building,  
1834 including a determination of any necessary maintenance, repair, or replacement of any structural  
components of the building. The purpose of such inspection is not to determine if the condition of  
1836 an existing building is in compliance with the Florida Building Code of the fire safety code.

(b) “Substantial structural deterioration” means substantial structural distress that  
1838 negatively affects a building’s general structural condition and integrity. The term does not include  
surface imperfections, such as cracks, distortion, sagging, deflections, misalignment, signs of  
1840 leakage, or peeling of finishes, unless the licensed engineer or architect performing the phase one  
or phase two inspection determines that such surface imperfections are a sign of substantial  
1842 structural deterioration.

**110.9.3** A condominium association under Chapter 718, Florida Statutes, and a  
1844 cooperative association under Chapter 719, Florida Statutes, must have a milestone inspection  
performed for each building that is three stories or more in height by December 31 of the year in  
1846 which the building reaches 30 years of age, based on the date the certificate of occupancy for the

1848 building was issued, and every 10 years thereafter. If the building is located within 3 miles of a  
coastline as defined in Section 376.031, *Florida Statutes*, the condominium association or  
1850 cooperative association must have a milestone inspection performed by December 31 of the year  
in which the building reaches 25 years of age, based on the date the certificate of occupancy was  
1852 issued and every 10 years thereafter. The condominium association or cooperative association  
must arrange for the milestone inspections to be performed and is responsible for ensuring  
1854 compliance with the requirements of this section. The condominium association or cooperative  
association is responsible for all costs associated with the inspection. This subsection does not  
apply to a single-family two-family, or three-family dwelling with three or fewer habitable stories  
1856 above ground.

**110.9.4** If a milestone inspection is required under this section and the building’s  
1858 certificate of occupancy was issued on or before July 1, 1992, the building’s initial milestone  
inspection must be performed before December 31, 2024. If the date of issuance for the certificate  
1860 of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall  
be the date of occupancy evidenced in any record of the local building official.

1862 **110.9.5** Upon determining that a building must have a milestone inspection, the local  
enforcement agency must provide written notice of such required inspection to the condominium  
1864 association or cooperative association by certified mail, return receipt requested.

**110.9.6** Within 180 days after receiving the written notice under Section 110.9.5, the  
1866 condominium association or cooperative association must complete phase one of the milestone  
inspection. For purposes of this section, completion of phase one of the milestone inspection means  
1868 the licensed engineer or architect who performed the phase one inspection submitted the inspection

report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

**110.9.7** A milestone inspection consists of two phases.

**110.9.7.1** For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and non-habitable areas of a building, including the major structural components of a building, and provide a quantitative assessment of the general conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2 of the *Florida Building Code*, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8 of the *Florida Building Code*.

**110.9.7.2** A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector’s discretion. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8 of the *Florida Building Code*.

1892 110.9.8 Upon completion of a phase one or phase two milestone inspection, the architect  
or engineer who performed the inspection must submit a sealed copy of the inspection report with  
a separate summary of, at minimum, the material findings and recommendations in the inspection  
1894 report to the condominium association or cooperative association, and to the building official of  
the local government which has jurisdiction. The inspection report must, at a minimum, meet all  
1896 of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or  
1898 architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

1900 (c) Identify any substantial structural deterioration, within a reasonable professional  
probability based on the scope of the inspection, describe the extent of such deterioration, and  
1902 identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those items are defined in the *Florida*  
1904 *Building Code*, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are  
1906 not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

1908 110.9.9 The association must distribute a copy of the inspector-prepared summary of the  
inspection report to each condominium unit owner or cooperative unit owner, regardless of the  
1910 findings or recommendations in the report, by United States mail or personal delivery and by  
electronic transmission to unit owners who previously consented to receive notice by electronic  
1912 transmissions, must post a copy of the inspector-prepared summary in a conspicuous place on the

condominium or cooperative property, and must publish a full report and inspector-prepared summary on the association’s website, if the association is required to have a website.

**110.9.10** A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

**110.9.11** The board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

**SECTION 111**

**CERTIFICATE OF OCCUPANCY**

**111.1 Use and occupancy.** A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of ~~this code~~ the Florida Building Code or of other ordinances of the jurisdiction.

**Exception:** Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2 of the Florida Building Code.

**111.2 Certificate issued.** After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the

1936 Building Division, the building official shall issue a Certificate of Occupancy that contains the  
following:

- 1938 1. The building permit number.
2. The address of the structure.
- 1940 3. The name and address of the owner or the owner's authorized agent
4. A description of that portion of the structure for which the certificate is issued.
- 1942 5. A statement that the described portion of the structure has been inspected for compliance  
with the requirements of this code for the occupancy and division of occupancy and the use for  
1944 which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the  
1946 as-built lowest floor elevation has been provided and is retained in the records of the authority  
having jurisdiction.
- 1948 7. The name of the building official.
8. The edition of the code under which the permit was issued.
- 1950 9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
- 1952 11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
- 1954 13. Any special stipulations and conditions of the building permit.

**111.3 Temporary occupancy.** The building official is authorized to issue a Temporary  
1956 Certificate of Occupancy before the completion of the entire work covered by the permit, provided  
that such portion or portions shall be occupied safely. The building official shall set a time period  
1958 during which the Temporary Certificate of Occupancy is valid.

1960 **111.4 Revocation.** The building official is authorized to, in writing, suspend or revoke a  
certificate of occupancy or completion issued under the provisions of this code wherever the  
certificate is issued in error, or on the basis of incorrect information supplied, or where it is  
1962 determined that the building or structure or portion thereof is in violation of any ordinance or  
regulation or any of the provisions of ~~this code~~ the Florida Building Code.

1964 **111.5 Certificate of Completion.** A certificate of completion is proof that a structure or  
system is complete and for certain types of permits is released for use and may be connected to a  
1966 utility system. This certificate does not grant authority to occupy a building, such as a shell  
building, prior to the issuance of a Certificate of Occupancy.

1968 **SECTION 112**

**SERVICE UTILITIES**

1970 **112.1 Connection of service utilities.** A person shall not make connections from a utility,  
source of energy, fuel or power to any building or system that is regulated by this code for which  
1972 a permit is required, until released by the building official.

**112.2 Temporary connection.** The building official shall have the authority to authorize the  
1974 temporary connection of the building or system to the utility, source of energy, fuel or power.

**112.3 Authority to disconnect service utilities.** The building official shall have the authority  
1976 to authorize disconnection of utility service to the building, structure or system regulated by this  
code and the referenced codes and standards set forth in Section 101.4 of the Florida Building  
1978 Code in case of emergency where necessary to eliminate an immediate hazard to life or property  
or where such utility connection has been made without the approval required by Section 112.1 or  
1980 112.2 of the Florida Building Code. The building official shall notify the serving utility, and  
wherever possible the owner and occupant of the building, structure or service system of the

1982 decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner  
or occupant of the building, structure or service system shall be notified in writing, as soon as  
1984 practical thereafter.

**SECTION 113**

1986

**BOARD OF APPEALS**

**RESERVED**

1988

**SECTION 114**

**VIOLATIONS**

1990 **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect,  
construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or  
1992 equipment regulated by ~~this code~~ the Florida Building Code, or cause same to be done, in conflict  
with or in violation of any of the provisions of this code.

1994 **114.2 Notice of violation.** The building official is authorized to serve a notice of violation or  
order on the person responsible for the erection, construction, alteration, extension, repair, moving,  
1996 removal, demolition or occupancy of a building or structure in violation of the provisions of this  
code, or in violation of a permit or certificate issued under the provisions of this code. Such order  
1998 shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

**114.3 Prosecution of violation.** If the notice of violation is not complied with promptly, the  
2000 building official is authorized to request the legal counsel of the jurisdiction to institute the  
appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require  
2002 the removal or termination of the unlawful occupancy of the building or structure in violation of  
the provisions of this code or of the order or direction made pursuant thereto.

2004       **114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply  
with any of the requirements thereof or who erects, constructs, alters or repairs a building or  
2006 structure in violation of the approved construction documents or directive of the building official,  
or of a permit or certificate issued under the provisions of this code, shall be subject to penalties  
2008 as prescribed by law.

**SECTION 115**

**STOP WORK ORDER**

2010  
**115.1 Authority.** Whenever the building official finds any work regulated by this code being  
2012 performed in a manner either contrary to the provisions of ~~this code~~ the *Florida Building Code* or  
dangerous or unsafe, the building official is authorized to issue a stop work order.

2014       **115.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of  
the property involved, the owner's authorized agent or the person performing the work. Upon  
2016 issuance of a stop work order, the cited work shall immediately cease. The stop work order shall  
state the reason for the order and the conditions under which the cited work will be permitted to  
2018 resume.

**115.3 Unlawful continuance.** Any person who shall continue any work after having been  
2020 served with a stop work order, except such work as that person is directed to perform to remove a  
violation or unsafe condition, shall be subject to penalties as prescribed by law.

**SECTION 116**

**UNSAFE STRUCTURES AND EQUIPMENT**

2024       **116.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe,  
insanitary or deficient because of inadequate means of egress facilities, inadequate light and  
2026 ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public

welfare, or that involve illegal or improper occupancy of inadequate maintenance, shall be deemed  
2028 an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the  
building official deems necessary and as provided for in this section. A vacant structure that is not  
2030 secured against entry shall be deemed unsafe.

**116.2 Record.** The building official shall cause a report to be filed on an unsafe condition.  
2032 The report shall state the occupancy of the structure and the nature of the unsafe condition.

**116.3 Notice.** If any unsafe condition is found ~~regarding an occupied structure~~, the building  
2034 official shall serve on the owner, agent or person in control of the structure, a written notice that  
describes the condition deemed unsafe and specifies the required repairs or improvements to be  
2036 made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a  
stipulated time. Such notice shall require the person thus notified to declare immediately to the  
2038 building official acceptance or rejection of the terms of the order.

**116.4 Method of service.** Such notice shall be deemed properly serve if a copy thereof is (a)  
2040 delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner  
at the last known address with the return receipt requested; or (c) delivered in any other manner as  
2042 prescribed by local law. If the certified or registered letter is returned showing that the letter was  
delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected  
2044 by such notice. Service of such notice in the foregoing manner upon the owner’s agent or upon the  
person responsible for the structure shall constitute service of notice upon the owner.

**116.5 Restoration.** Where the structure or equipment determined to be unsafe by the building  
2046 official is restored to a safe condition, to the extent that repairs, alterations or additions are made  
2048 or a change of occupancy occurs during the restoration of the structure, such repairs, alterations,

additions and change of occupancy shall comply with the requirements of section 105.2.2 and the  
2050 Florida Building Code, Existing Building.

**SECTION 117**

**VARIANCES IN FLOOD HAZARD AREAS**

2052 **117.1 Flood hazard areas.** Pursuant to Section 553.73(5), *Florida Statutes*, the variance  
2054 procedures adopted in the local flood plain management ordinance shall apply to requests  
submitted to the building official and the Seminole County Flood Plain Administrator for variances  
2056 to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the  
provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply  
2058 to Section 3109 of the *Florida Building Code, Building*.

**Section 3. Codification.** It is the intention of the Board of County Commissioners that  
2060 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  
2062 or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such  
intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

2064 **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  
2066 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  
2068 are declared severable.

**Section 5. Effective date.** This Ordinance will take effect upon filing a copy of this  
2070 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

2072 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
JAY ZEMBOWER, Chairman

RM/sjss  
3/19/24  
C:\Users\ssharrer\ND Office Echo\VAULT-B4HIZ3PD\Ordinance Amending Chapter 40, Appendix A Mar19(24) 4858-5598-1738 v.1.docx

**Seminole County  
ECONOMIC IMPACT ANALYSIS  
Chapter 40 Amendments to the Seminole County Code**

<b>Date:</b>	4/23/24	<b>Department/Division:</b>	Development Services/ Planning & Development Division
<b>Contact:</b>	Jay Hamm	<b>Phone:</b>	407-665-7468
<b>Action:</b>	Amendments to Chapter 40 of the Seminole County Code		
<b>Topic:</b>	Update of Building Code administrative processes to conform to State Law		

**Describe Project/Proposal**

The proposed amendments would accomplish the following:

- (a) Revise and update the Building Code administrative process to bring the Code into compliance with Section 553.73(4)(a), Florida Statutes, resolving various issues and clarifying responsibilities

**Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County**

Adopting the amendments will have a positive effect on County operations by updating Seminole County Code to be in direct alignment with Florida Building Code and Florida Statutes.

**Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected**

The amendments will create an economic benefit to the affected property owners by ensuring construction within this jurisdiction meets Florida Building Code and Florida Statutes throughout the permitting process.

**Identify Any Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance**

The amendments have the potential to generate positive impacts for the County as the continued updating of building codes enhances public safety.

# Development Services Public Hearing Items

Board of County Commissioners Meeting  
June 11, 2024

# PURPOSE

Consider an Ordinance amending Chapter 40 of the Seminole County Code of Ordinances to update administrative provisions of the Building Code to be consistent with Florida Statutes.

# Background

- Per Florida Statute 553.77(1)(b), the Florida Building Commission updates Florida Building Code every 3 years.
- Additions and changes in the administrative section of the Florida Building Codes must be mirrored in the county's Administrative Code.
- New to this code cycle are mandatory Milestone inspections for condominiums and cooperatives three (3) stories and greater, a requirement included following the Surfside Condominium tragedy.

# Requested Action

Amend Chapter 40 of the Seminole County Code of Ordinances to update administrative provisions in the Building Code to be consistent with Florida Statutes.



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0638**

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**Title:**

Consider and approve an Ordinance Amending Article III of Part 1 of Chapter 250, Traffic, of the Seminole County Code to Create a New Subsection Establishing a Procedure for the Seminole County Sheriff or the Seminole County Fire Chief to Request Placement of Official Traffic Control Devices for Public Safety and Law Enforcement Purposes. Countywide (**Jean Jreji, Public Works Director**)

**Division:**

Public Works - Traffic Engineering

**Authorized By:**

Jean Jreji, Public Works Director

**Contact/Phone Number:**

Charlie Wetzel/ 407-665-5686

**Background:**

Article III (Official Traffic Control Devices) of Part 1 (Traffic Ordinance) of Chapter 250 (Traffic) of the Seminole County Code ("Article III") was adopted by Seminole County Ordinance No. 82-39 on October 10, 1982. Article III of Part 1 of Chapter 250 has not been changed since its adoption in 1982. Conditions have changed over the years and modifications of Article III are needed. One significant change allows the Sheriff and Fire Chief, or their designee, the ability to request traffic control devices to assist them in their operations or enforcement.

**Requested Action:**

Staff requests the Board approve an Ordinance Amending Article III of Part 1 of Chapter 250, Traffic, of the Seminole County Code to Create a New Subsection Establishing a Procedure for the Seminole County Sheriff or the Seminole County Fire Chief to Request Placement of Official Traffic Control Devices for Public Safety and Law Enforcement Purposes.

**ORDINANCE NO. 2024-\_\_\_\_**

**SEMINOLE COUNTY, FLORIDA**

2        **AN ORDINANCE AMENDING ARTICLE III (OFFICIAL TRAFFIC**  
3        **CONTROL DEVICES) OF PART 1 (TRAFFIC ORDINANCE) OF**  
4        **CHAPTER 250 (TRAFFIC) OF THE SEMINOLE COUNTY CODE;**  
5        **CREATING A NEW SUBSECTION ESTABLISHING A PROCEDURE FOR**  
6        **THE SEMINOLE COUNTY SHERIFF OR THE SEMINOLE COUNTY**  
7        **FIRE CHIEF TO REQUEST PLACEMENT OF OFFICIAL TRAFFIC**  
8        **CONTROL DEVICES FOR PUBLIC SAFETY AND LAW**  
9        **ENFORCEMENT PURPOSES; UPDATING AND CLARIFYING**  
10       **EXISTING PROVISIONS; REMOVING SECTIONS THAT ARE PRE-**  
11       **EMPTED BY CHAPTER 316, FLORIDA STATUTES; PROVIDING FOR**  
12       **CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING**  
13       **FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

14        **WHEREAS**, Article III (Official Traffic Control Devices) of Part 1 (Traffic Ordinance) of  
15        Chapter 250 (Traffic) of the Seminole County Code (“Article III”) was adopted by Seminole  
16        County Ordinance No. 82-39 on October 10, 1982 and this ordinance has not been updated since  
17        the original 1982 adoption date; and

18        **WHEREAS**, numerous provisions of Article III need to be updated and clarified; and

19        **WHEREAS**, certain provisions in Article III are pre-empted by Chapter 316, Florida  
20        Statutes, and these provisions should be removed; and

21        **WHEREAS**, a procedure needs to be established whereby the Seminole County Sheriff or  
22        the Seminole County Fire Chief may request the installation of an official traffic control device  
23        for law enforcement or public safety purposes, which is not within the County Traffic Engineer’s  
24        specific delegated authority.

25        **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
26        **COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

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

**Section 2.** Article III (Traffic Control Devices) of Part 1 (Traffic Ordinance) of Chapter  
30 250 (Traffic) of the Seminole County Code is hereby amended to read as follows:

**TRAFFIC**

**PART 1. TRAFFIC ORDINANCE**

\* \* \*

**ARTICLE III. OFFICIAL TRAFFIC CONTROL DEVICES**

**Sec. 250.20. Authority to determine the need for and to install official traffic control  
36 **devices.****

(a) The County Traffic Engineer is authorized, to take the following actions on the  
38 basis of traffic engineering and traffic investigation:

(a) (1) ~~To~~ The County Traffic Engineer may place and maintain official traffic  
40 control devices when and as indicated under the traffic ordinances of this County to make effective  
the provisions of said ordinances Chapter 250 of this Code, and may place and maintain such  
42 additional official traffic control devices as he or she may deem necessary to regulate, warn, or  
guide traffic under ~~the traffic ordinances of this County~~ Chapter 250 of this Code or Chapter 316,  
44 Florida Statutes, (the “Florida Uniform Traffic Control Law”), as this statute may be amended  
from time to time, within the funds made available to the County Traffic Engineer and budgeted  
46 for that purpose.

(b) (2) ~~To designate~~ The County Traffic Engineer may establish and maintain, by  
48 appropriate devices, marks, or lines upon the surface of the roadway, to designate crosswalks at  
intersections where, in his opinion, there is particular danger to pedestrians crossing the roadway,  
50 and at such other places as he or she may deem necessary where, in his or her opinion, there is a  
need to assist pedestrians crossing the roadway.

52           ~~(c)~~    (3)    ~~To~~The County Traffic Engineer may establish safety zones of such kind  
and character and at such places as he or she may deem necessary for the protection of pedestrians.

54           ~~(d)~~    (4)    ~~To~~The County Traffic Engineer may mark traffic lanes upon the roadway  
of any street or highway where a regular alignment of traffic is necessary.

56           ~~(e)~~    ~~To regulate the timing of traffic signals so as to permit the movement of traffic in~~  
~~an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable~~  
58 ~~within the district or at the intersections and may erect appropriate signs giving notice thereof.~~

~~(f)~~    (5)    ~~To~~The County Traffic Engineer may place official traffic control devices  
60 within or adjacent to intersections indicating the course to be traveled by vehicles turning at such  
intersections.

62           ~~(g)~~    (6)    ~~To~~The County Traffic Engineer may determine those intersections at which  
drivers of vehicles shall not make a right, left, or U-turn, ~~and shall~~ in which event the County  
64 Traffic Engineer shall place appropriate signs at such intersections. The making of any specific  
type of turn may be prohibited between certain hours of any day and permitted at other hours, in  
66 which event, ~~the same shall~~ such restriction must be plainly indicated on the signs or the signs may  
be removed when such turns are permitted.

68           ~~(h)~~    (7)    ~~To~~The County Traffic Engineer may determine and designate one-way  
streets or alleys ~~and shall~~, in which event the County Traffic Engineer shall place and maintain  
70 official traffic control devices giving notice ~~thereof~~ of such designation. No such designation ~~shall~~  
will be effective unless such devices are in place.

72           ~~(i)~~    (8)    ~~To~~The County Traffic Engineer may determine and designate streets, parts  
of streets, or specific lanes ~~thereon~~ on them upon which vehicular traffic ~~shall~~ will proceed in one  
74 direction during one period and the opposite direction during another period of the day ~~and, in~~

76 which event the County Traffic Engineer shall place and maintain appropriate markings, signs,  
barriers or other devices to give notice ~~thereof~~ of such designation. The County Traffic Engineer  
may erect signs temporarily designating lanes to be used by traffic moving in a particular direction,  
78 regardless of the centerline of the roadway.

(j) (9) ~~To~~ The County Traffic Engineer may erect and maintain stop signs, yield  
80 signs, or other official traffic control devices to designate through streets or to designate  
intersections or other roadway junctions at which vehicular traffic on one or more of the roadways  
should yield or stop and yield before entering the intersection or junction.  
82

(k) (10) ~~To~~ The County Traffic Engineer may determine upon what streets angle  
84 parking ~~shall~~ will be permitted ~~and shall to, in which event the County Traffic Engineer shall~~ mark  
or sign such streets, ~~but~~ However, such angle parking ~~shall~~ will not be ~~indicated~~ permitted upon  
86 any federal-aid or state highway within the County unless the State Highway Engineer has  
determined that the roadway is of sufficient width to permit angle parking without interfering with  
88 the free movement of traffic. Angle parking ~~shall~~ will also not be ~~indicated~~ or permitted at any  
place where ~~passing traffic would thereby be caused or required~~ it would cause or require passing  
90 traffic to drive upon the left side of the street.

(l) (11) ~~To~~ The County Traffic Engineer may erect signs indicating no parking upon  
92 either or both sides of any street adjacent to any school property or any County park when such  
parking would, in his or her opinion, interfere with traffic or create a hazardous situation.

(m) (12) ~~To~~ The County Traffic Engineer may erect signs indicating no parking upon  
94 any street ~~when the width of the roadway does not exceed 20 feet, or upon one side of a street as~~  
~~indicated by such signs when the width of the roadway does not exceed 30 feet~~ where necessary  
96 and consistent with public safety and sound traffic engineering principles.

98           ~~(n)~~    (13)   ~~¶~~The County Traffic Engineer may erect signs upon the left-hand side of any one-way street to prohibit the standing or parking of vehicles.

100           ~~(o)~~    (14)   ~~¶~~The County Traffic Engineer may determine when standing, stopping, or parking may be permitted upon the left-hand side of any one-way roadway, pursuant to Section 250.73 of this Code, ~~and to~~ in which event the County Traffic Engineer shall erect signs giving notice ~~thereof~~ of such standing, stopping or parking.

104           ~~(p)~~    (15)   ~~¶~~The County Traffic Engineer may erect and maintain official traffic control devices on any streets or parts of streets to impose vehicle-size or weight restriction.

106           ~~(q)~~    (16)   ~~¶~~The County Traffic Engineer may determine and designate those heavily traveled streets upon which ~~shall~~ will be prohibited any class or kind of traffic ~~which that~~ is found to be incompatible with the normal and safe movement of traffic ~~and shall~~, in which event the County Traffic Engineer shall erect appropriate official traffic control devices giving notice ~~thereof~~ of them.

**(b)    If the Sheriff, Fire Chief, or their designee with the approval of the Sheriff or Fire Chief, respectively, determines that there is a public safety or law enforcement need to install an official traffic control device (i) that does not require a traffic study, (ii) that does not require a warrant pursuant to the MUTCD as described in Section 250.23 of this Code, and (iii) for reasons not listed in Section 250.20(a) of this Code, then the Sheriff, Fire Chief, or their designee may submit a request for such official traffic control device to the County Traffic Engineer. The County Traffic Engineer is authorized to approve the installation of the official traffic control device after consultation with the Public Works Director and the County Manager. The County Traffic Engineer shall ensure the requested traffic control device is consistent with traffic engineering safety standards.**

122       **Sec. 250.21. Authority of County to authorize official traffic control devices.** The  
standards ~~contained herein~~ in Section 250.20 of this Code relative to placement of official traffic  
control devices are intended to provide and limit the authority of the County Traffic Engineer. The  
124 Board of County Commissioners ~~shall not be~~ is not subject to the limitations ~~contained herein on~~  
~~the authority of the Traffic Engineer in Section 250.20 of this Code.~~ The Board of County  
126 Commissioners ~~shall have~~ has the full authority conferred upon ~~them~~ it by law for traffic matters  
and nothing ~~herein shall be construed to~~ in this Code limits that authority.

128       **Sec. 250.22. Authority of Sheriff to authorize temporary official traffic control**  
**devices.** The Sheriff may authorize the temporary placing of official traffic control devices when  
130 required by an emergency. The Sheriff shall notify the County Traffic Engineer of his or her action  
as soon thereafter as is practicable. Such official traffic control devices must be removed at the  
132 end of the emergency unless they are approved for permanent placement as provided elsewhere in  
this Chapter 250.

134       **Sec. 250.23. Manual and specifications for official traffic control devices.** All official  
traffic control signs, signals and devices ~~shall~~ must conform to the Manual on Uniform Traffic  
136 Control Devices (MUTCD), as approved by the Florida Department of Transportation pursuant to  
Section 316.0745, Florida Statutes. All signs and signals required ~~hereunder~~ under this Chapter  
138 250 for a particular purpose ~~shall, so far as practicable,~~ must be uniform as to type and location  
throughout the County to the extent practicable. ~~All traffic control devices so erected and not~~  
140 ~~inconsistent with the provisions of State law or this Part shall be official traffic control devices.~~

**Sec. 250.24. Obedience to official traffic control devices.** Drivers shall obey official  
142 traffic control devices as provided in Chapter 316, Florida Statutes, as this statute may be amended  
from time to time.

144           (a)     ~~The driver of any vehicle shall obey the instructions of any official traffic control~~  
~~device applicable thereto, placed in accordance with the provisions of this Part, unless otherwise~~  
146 ~~directed by a police officer, subject to the exceptions granted by law to the driver of an authorized~~  
~~emergency vehicle.~~

148           (b)     ~~No person shall drive any vehicle from a roadway to another roadway to avoid~~  
~~obeying the indicated traffic control indicated by such traffic control device.~~

150           ~~**Sec. 250.25. Official traffic control devices required for enforcement purposes.** No~~  
~~provision of this Part shall be enforced against an alleged violator if at the time and place of the~~  
152 ~~alleged violation an official traffic control is required by this Part and said official device is not in~~  
~~proper position and sufficiently legible to be seen by an ordinarily observant person. If a particular~~  
154 ~~section does not state that an official traffic control device is required, this Section shall be~~  
~~enforced irrespective of whether or not an official traffic device is present or whether or not it is~~  
156 ~~in proper position or sufficiently legible.~~

~~**Sec. 250.26. Official traffic control devices — Presumption of legality.**~~

158           (a)     ~~Whenever official traffic control devices are placed in position approximately~~  
~~conforming to the requirements of this Part, such devices shall be presumed to have been so placed~~  
160 ~~by the official act or direction of lawful authority, unless the contrary shall be established by~~  
~~competent evidence.~~

162           (b)     ~~Any official traffic control device placed pursuant to the provisions of this Part and~~  
~~purporting to conform to the lawful requirements pertaining to such devices shall be presumed to~~  
164 ~~comply with the requirements of this Part, unless the contrary shall be established by competent~~  
~~evidence.~~

166           \*       \*       \*

**Section 3. Codification.** It is the intention of the Board of County Commissioners that  
168 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  
170 or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such  
intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

**Section 4. Severability.** If any provision or application of this Ordinance to any person  
172 or circumstance is held invalid, then it is the intent of the Board of County Commissioners that  
or circumstance is held invalid, then it is the intent of the Board of County Commissioners that  
174 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  
176 are declared severable.

**Section 5. Effective date.** This Ordinance will take effect upon filing a copy of this  
178 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  
180 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
JAY ZEMBOWER, Chairman

DGS/sjs  
4/23/24  
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# Countywide Traffic Control Devices Ordinance

Board of County Commissioners Meeting

June 11, 2024

# Requested Action

Approve an ordinance Amending Article III of Part 1 of Chapter 250, Traffic, of the Seminole County Code to create a new subsection establishing a procedure for the Seminole County Sheriff or the Seminole County Fire Chief to request placement of official Traffic Control Devices for Public Safety and Law Enforcement Purposes



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-0786**

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**Title:**

Consider an Ordinance imposing a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Seminole County, as authorized by Section 212.055(2), Florida Statutes for a period of 10 years, beginning January 1, 2025. Countywide (**Darren Gray, County Manager**)

**Division:**

County Manager Office

**Authorized By:**

Darren Gray, County Manager

**Contact/Phone Number:**

Darren Gray/407-665-7211

**Background:**

This ordinance proposes to renew and extend the existing infrastructure sales surtax for an additional ten (10) year period subject to approval by a majority of voters at a referendum election to occur during the general election on November 5, 2024. This would be the fourth generation of a revenue source that the County has relied upon to fund essential infrastructure needs for over 30 years.

In July 1991, voters in Seminole County passed a ten-year Infrastructure Sales Surtax Referendum, which resulted in approximately \$360 million in collected revenue. This funded the completion of 140 total projects, including 70 miles of reconstructed roadways and other major infrastructure improvements.

In September 2001, voters in Seminole County passed the second generation of the Infrastructure Sales Surtax Referendum, which resulted in \$590 million in collected revenue. The revenue was shared with the Seminole County School Board and the cities throughout the County and resulted in 723 total projects, including approximately 100 miles of reconstructed roadways, 75 miles of new sidewalks, 30 intersection improvements, and a variety of other projects including the Riverwalk in downtown Sanford. By utilizing this collected sales surtax, the County was able to leverage over

\$140 million in additional Federal and State Grant funds.

On May 20, 2014 voters in Seminole County passed the third generation of the Infrastructure Sales Surtax Referendum for improvements in stormwater management systems to improve water quality; roadway resurfacing projects for major arterial and collector roadways; signalization, Intelligent Transportation Systems (ITS), along with improved signage and lighting; trails, bicycle and pedestrian crossing projects; minor roadway projects; sidewalk improvements; and bridge replacement/rehabilitation.

As of 2024, the one-cent tax has generated over \$800 million Countywide, plus an additional \$175 million in leveraged funds. These revenues have been used to complete major improvements projects, including the Lake Monroe RiverWalk Trail, Orange Blvd Improvements in Sanford, North St Improvements near Longwood/Altamonte; as well as other major road and intersection improvements in Oviedo, Casselberry, Winter Springs, and Unincorporated Seminole County.

This revenue was also used to fund the following core infrastructure needs:

- resurface over 750 miles of the County's 1,900 miles of paved roads;
- rehabilitate over 51,000 feet of stormwater pipes for flood mitigation and water quality protection;
- perform 137 bridge capital repairs;
- Installed/refurbished 375 mast arms;
- technology improvements at 35 major intersections to minimize traffic congestion

The current infrastructure sales surtax sunsets on December 31, 2024.

If approved, the new fourth generation of the surtax would be effective from January 1, 2025 through and including December 31, 2034. The surtax revenue would be shared with the Seminole County School District and the municipalities of Seminole County pursuant to the terms of an Interlocal Agreement, also being considered by the Board for approval on today's agenda. The surtax revenues would be expended on projects located throughout Seminole County, and would generally include projects to improve schools, reduce traffic, improve parks and recreational opportunities, reduce flooding, purchase environmentally sensitive lands, and improve public safety.

**Requested Action:**

Staff requests the Board approve the Ordinance imposing a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Seminole County for a period of ten (10) years, beginning

on January 1, 2025.

**AN ORDINANCE IMPOSING A COUNTYWIDE LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX OF ONE PERCENT (1.0%) ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN SEMINOLE COUNTY, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES (2023); PROVIDING THAT THE IMPOSITION OF THE SURTAX SHALL NOT BE EFFECTIVE UNLESS APPROVED AT A GENERAL ELECTION REFERENDUM TO BE HELD ON NOVEMBER 5, 2024; PROVIDING THAT THE SURTAX SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10) YEARS, BEGINNING JANUARY 1, 2025; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES AMONG THE COUNTY, THE MUNICIPALITIES IN THE COUNTY, AND THE SCHOOL BOARD OF SEMINOLE COUNTY PURSUANT TO LAW AND INTERLOCAL AGREEMENT; DIRECTING THE SUPERVISOR OF ELECTIONS TO PLACE BALLOT LANGUAGE FOR THE GENERAL ELECTION REFERENDUM ON NOVEMBER 5, 2024; PROVIDING A BALLOT TITLE AND SUMMARY; DIRECTING THE CLERK OF THE CIRCUIT COURT TO ADVERTISE THE REFERENDUM IN ACCORDANCE WITH LAW; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 212.055(2), Florida Statutes (2023), authorizes Seminole County to impose a 0.5 percent (0.5%) or 1.0 percent (1%) local government infrastructure surtax on transactions occurring in Seminole County which are taxable under Chapter 212, Florida Statutes (2023); and

WHEREAS, a 1.0 percent (1%) surtax would, under current State sales tax rates, result in a one cent (1¢) surtax on each ONE AND NO/100 DOLLAR (\$1.00) sale as specifically provided in the Florida Statutes; and

WHEREAS, moneys received from the local government infrastructure surtax authorized by Section 212.055(2), Florida Statutes (2023), may be used by Seminole County, the municipalities of Seminole County, and the School Board of Seminole County to finance, plan, construct, reconstruct, renovate, and improve a wide range of infrastructure projects, including

vital enhancements to school facilities, upgrades to transportation infrastructure, safety and accessibility improvements, drainage and flood prevention measures, public amenities like parks and libraries, and other legally authorized infrastructure projects for the benefit of the citizens of Seminole County and the general public; and

**WHEREAS**, a brief, general description of the categories of projects to be funded is set forth in the ballot language contained in this Ordinance, and a more specific list of projects to be funded from the revenues derived from the surtax is set forth in the 2024 Interlocal Agreement, defined herein; and

**WHEREAS**, Seminole County, the several municipalities in the County, and the School Board of Seminole County currently lack sufficient fiscal and monetary resources to adequately fund their respective infrastructure needs; and

**WHEREAS**, adequate public infrastructure facilities of the types hereinabove described promote the safe, efficient, and uninterrupted provision of numerous general, as well as essential, public services provided by Seminole County and the several municipalities in the County, including to fire, police, emergency medical services, efficient public transportation, better water quality through improved stormwater management, and quality public education services provided by the School Board of Seminole County; and

**WHEREAS**, the provision of adequate public infrastructure and educational facilities improvements is a matter of great public concern to the citizens of Seminole County that also facilitates continued economic recovery, expanded employment opportunities, better quality public education services, and enhanced quality of life; and

**WHEREAS**, Section 212.055(2), Florida Statutes (2023), requires voter approval in a general election referendum before imposition of the local government infrastructure surtax.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

**Section 1. Authorization.** This Ordinance is authorized by Section 212.055(2), Florida Statutes (2023), and other applicable law.

**Section 2. Incorporation of Recitals.** The foregoing recitals constitute essential findings of fact by the Board of County Commissioners and accordingly are hereby fully incorporated into this Ordinance by reference.

**Section 3. Imposition of Local Government Infrastructure Surtax.** Subject to Section 4 hereof, there is hereby imposed, for a period of ten (10) years, a 1.0 percent (1%) local government infrastructure surtax on all authorized taxable transactions occurring in Seminole County.

**Section 4. Distribution of Surtax Revenues.** In accordance with Section 212.054(4), Florida Statutes (2023), the Department of Revenue shall distribute the sales surtax proceeds monthly from the Discretionary Sales Surtax Clearing Trust Fund directly to the COUNTY, SCHOOL BOARD, and MUNICIPALITIES according to their respective shares as outlined in that Interlocal Agreement Between Seminole County, the School Board of Seminole County, and the Municipalities of Seminole County Relating to the Shared Distribution and Use of the Local Government Infrastructure Surtax Approved in a Referendum Held at a General Election on November 5, 2024 (“2024 Interlocal Agreement”), as authorized by state law. The School Board of Seminole County shall receive twenty-five percent (25%) of the surtax revenue; Seminole County shall receive fifty percent (50%) of the surtax revenue; and the remaining twenty-five percent (25%) of the surtax revenue shall be divided among the municipalities of Seminole County pursuant to the formula set forth in the 2024 Interlocal Agreement, which shall be a fixed

rate using the 2023 BEBR population data throughout the life of the surtax. Each recipient of surtax revenue shall be authorized to expend said revenue on the projects and categories of projects set forth in the 2024 Interlocal Agreement, as may be amended.

**Section 5. Referendum Election.**

(a) The surtax imposed in Section 3 of this Ordinance shall not take effect unless and until approved by a majority of the electors of Seminole County voting in a general election referendum on the surtax.

(b) The Supervisor of Elections of Seminole County is hereby directed to hold such referendum on November 5, 2024.

(c) The Supervisor of Elections of Seminole County shall cause the following proposition to be placed on the ballot:

**REFERENDUM ON EXTENSION OF  
EXISTING INFRASTRUCTURE SALES SURTAX**

For the purpose of improving local schools, reducing traffic, improving parks and recreational opportunities, reducing flooding, purchasing environmentally sensitive lands, and improving public safety, shall Seminole County renew the existing one-cent sales surtax paid by visitors and residents until December 31, 2034 with all the dollars kept in Seminole County?

\_\_\_\_\_ FOR the one-cent sales tax

\_\_\_\_\_ AGAINST the one-cent sales tax

**Section 6. Advertisement.** The Clerk of the Circuit Court shall ensure that notice of this referendum shall be advertised in accordance with the provisions of Section 100.342, Florida Statutes (2023). Proof of Publication shall be provided to the Chairman of the Board of County Commissioners for Seminole County.

**Section 7. Expiration Date; Survival of Certain Restricted Uses.**

(a) *Sunset.* In all events, this Ordinance shall be in effect only through December 31, 2034. It shall “sunset” and expire thereafter, without further action by the Board of County Commissioners, at which time it shall be deemed repealed and of no further force and effect, and the sales surtax levied hereunder shall terminate.

(b) *Survival of restrictions on use of sales surtax proceeds.* Notwithstanding the provisions of subsection (a) for the expiration and repeal of this Ordinance, so long as any sales surtax proceeds shall remain unspent, the restrictions hereby imposed and in the 2024 Interlocal Agreement concerning the distribution and use of sales surtax proceeds, as well as the proceeds of any borrowings payable from sales surtax proceeds, and all interest and other investment earnings on either of them, shall survive such expiration and repeal and shall be fully enforceable in a court of competent jurisdiction.

**Section 8. Codification.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance, including its preamble, shall become and be made a part of the Seminole County Code, and codified as part of Chapter 245 thereof, and that the word “ordinance” may be changed to “section,” “article,” or any other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 8, 9, and 10(b) of this Ordinance shall not be codified.

**Section 9. 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 such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to that end, the provisions of this Ordinance are declared severable.

**Section 10. Effective date.**

(a) The tax imposed hereby shall be effective from January 1, 2025, to December 31, 2034, both inclusive, if approved in the general election referendum to be held on November 5, 2024.

(b) This Ordinance shall take effect when the Clerk of the Circuit Court has received notification from the Secretary of State that this Ordinance has been filed with the Secretary of State.

**BE IT ORDAINED** by the Board of County Commissioners of Seminole County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
JAY ZEMBOWER, Chairman

GLK  
5/30/24  
T:\Users\gkahn\Sales Tax & Election Related Issues\Use of Penny Sales Tax\2024 Ordinance\Final Sales Tax Ordinance 2024 (one cent)5-30-24.doc

# Countywide Local Government Infrastructure Surtax Ordinance

Board of County Commissioners Meeting

June 11, 2024

# Requested Action

Staff requests the Board approve the Ordinance imposing a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Seminole County for a period of ten (10) years, beginning on January 1, 2025.

**Topic: 2024 One-Cent Local Government Infrastructure Surtax**

*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.

Approval Seminole County's 4<sup>th</sup> Generation of a one-cent sales tax for the purpose of funding Transportation infrastructure and other legally authorized infrastructure as defined in Florida Statute 212.055. The surtax will be effective for ten years (January 1, 2025 through December 31, 2034) and will be distributed to the County School Board, seven municipalities, and Board of County Commissioners.

**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:

- o An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
- o Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
- o 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.

The County, seven municipalities, and School Board all require a dedicated revenue for the construction and preservation of roads, drainage and flood mitigation infrastructure, bridges, bicycle and pedestrian trails, traffic control systems, water quality protection, public education facilities, and other critical government infrastructure dedicated for public use. Projects funded through this revenue will contribute positively to the transportation efficiency, public safety, and recreation, and overall quality of life for local residents and other stakeholders travelling into the County.

**Describe the Direct Economic Impact of the Project/Proposal.**

- 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

Over the course of the prior 3 generations of the one-cent surtax, the County has relied on this revenue for 30 years to fund its core, fundamental infrastructure needs. Residents, tourists, commuters from other Counties, and businesses all pay Sales Tax within Seminole County. An estimated 25% to 35% of the proposed sales tax would be paid by non-residents, which helps minimize the burden of these costs to Seminole County property owners.

The cost of a one-cent sales tax to individual households varies based on household size, income, and spending habits. Based on the US Internal Revenue Service (IRS) Sales Tax Calculator, the amount of sales taxes paid annually in Seminole County by an average household in 2024 is \$131 for the additional 1 cent levy.

This local government infrastructure surtax is only levied on the first \$5,000 of each purchase. Therefore, the maximum cost for any major purchase (automobile, boat, jewelry, construction materials, etc) is capped at \$50 per transaction.

**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.**

The additional one cent surtax is estimated to generate slightly over \$100M Countywide per full year in 2024. Based upon current Countywide property taxable valuations, it would require approximately 1.2 mills to generate equivalent revenues. This millage amount would cost \$445 to an average home with a taxable value of \$420K with homestead exemption. The one-cent surtax puts downward pressure on County millage rates, generating savings for property owners.

Projects funded through this revenue will improve traffic mobility and increase safety within the County. It will continue to enhance the overall quality of life due to improvements in infrastructure.



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-0789**

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**Title:**

Board Appointment

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
DECLARING THE APPOINTMENTS AND REAPPOINTMENTS OF MEMBERS TO  
SEMINOLE COUNTY ADVISORY BOARDS AND COMMITTEES**

District 4 Commissioner Amy Lockhart has nominated

<b>Name</b>	<b>Board</b>	<b>Term</b>
Eric Ulberg	SunRail Customer Advisory Committee	7/1/24 – 6/30/25