

Ray Bagshaw
Mayor

Michael Hendrix
Council Member

Pam Henley
Council Member

John Dowless
Council President

Neil Powell
Council Member

Dan Drummond
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, July 21, 2015
6:30 p.m.

WELCOME! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however a five-minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. **PLEASE SILENCE ALL CELLULAR PHONES AND PAGERS DURING THE MEETING.** "THANK YOU" for participating in your City Government.

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Review and Approval of Minutes

- (Pgs. 1 - 2) City Clerk's Memo
 - a. (Pgs. 3 - 8) June 16, 2015 Regular City Council Meeting
 - b. (Pgs. 9 - 11) March 31, 2015 Edgewood City Council/Planning & Zoning Board Corrected Minutes
 - c. (Pgs. 12 - 79) Crowder Gulf – Contract for Disaster Recovery & Debris Removal
 - d. (Pgs. 80 - 81) Designate Mayor Bagshaw as voting delegate at the 89th Annual Florida League of Cities Conference

(Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda. The removed item(s) are moved to the end of New Business for discussion and consideration.)

E. PRESENTATIONS

Representative Mike Miller – Legislative Update

F. ORDINANCES

None.

G. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

- 1. **(Pgs. 82 - 83) ORDINANCE 2015-05 - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA FORMALLY RENAMING MAIN STREET (AKA MAGNOLIA STREET) AS MAGNOLIA STREET PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

H. NEW BUSINESS

- 1. **(Pgs. 84 - 98) FY 14/15 Tentative Millage Rate**

I. UNFINISHED BUSINESS

J. GENERAL INFORMATION (No action required)

K. CITIZEN COMMENTS

L. BOARDS & COMMITTEES

- 1. Planning & Zoning Board recommendations for the following:
 - a. **(Pgs. 99 - 134) VARIANCE(S) APPLICATION FOR SUSAN FORTINI AT 5125 THE OAKS CIRCLE. (APPLICATION VAR#2015-02)**
 - b. **(Pgs. 135 -158) VARIANCE(S) APPLICATION FOR JEFF & HAYLEY BAKER AT 5566 JESSAMINE LANE. (APPLICATION VAR#2015-01)**

M. STAFF REPORTS

City Attorney

(Pgs. 159 -193) Supreme Court of the United States RE: Reed et al. v. Town of Gilbert, Arizona et al.

Police Chief

Monthly report

City Clerk:

N. MAYOR & COUNCIL REPORTS

Mayor Bagshaw

Council President Dowless

Council Member Powell

Council Member Henley

Council Member Drummond

Council Member Hendrix

O. ADJOURNMENT

UPCOMING MEETINGS:

- August, 3, 2015.....Budget Workshop (9 a.m.)
- August 12, 2015.....Budget Workshop (6:30 p.m.)
- August 17, 2015.....Budget Workshop (6:30 p.m.-TENTATIVE)
- August 18, 2015.....City Council Regular Meeting
- September 8, 2015.....City Council Special Meeting (6:30 p.m.)
- September 14, 2015.....Planning & Zoning Board Meeting (6:30 p.m.)
- September 21, 2015.....City Council Special Meeting (6:30 p.m.)

You are welcome to attend and express your opinion. Please be advised that Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made. In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the City Clerk at (407) 851-2920.

From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO



TO: Mayor Bagshaw, Council President Dowless, Council
Members, Powell, Henley and Drummond
DATE: July 14, 2015
RE: Consent Agenda

To aid you in your review of your agenda packet, I want to give further explanation of three of the consent agenda items. Please note the following:

March 31, 2015 Edgewood City Council/Planning & Zoning Board Corrected Minutes

The correction of the minutes comes at the request of John Moccio for the following reasons.

1. Scrivener's error

(Email excerpt from John Moccio) "I just read the minutes for the council meeting in March and wanted to point out 2 errors for the record. You have my business name as SDM auto when it's actually SMD Automotive."

2. Correction

"Error two is in paragraph 9 which states that I would like the pole signs removed . That is not correct . I am a proponent of pole signs and do not like everything looking exactly the same . Like the cookie cutter housing developments that do not thrill me. What I actually said to Councilman Drummond is that I am for removing the signs that are in very bad disrepair and would cost more to repair then to replace with a new sign. I was not sure how to set the record straight and if this is not the venue to do so let me know as I want to make sure the record reflects that I do support pole signs with additional landscaping like planters etc."

As you know, a scrivener's error does not require approval of corrected minutes. However, your approval for corrected minutes is required when a sustentative change is made, such as the one described in statement "2" above.

Recommendation: Approve corrected minutes as presented.

Crowder Gulf – Contract for Disaster Recovery & Debris Removal

The City of Edgewood has maintained an Agreement with Crowder Gulf since 2011. The Agreement is for the purpose of providing services for disaster recovery and debris removal. It is my understanding that the Agreement came about after Hurricanes, Charley, Francis, Jean and

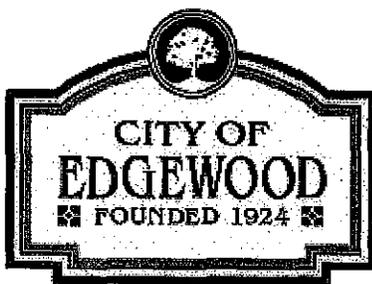
Ivan, and the concerns the City had regarding clean up after a disaster. Fortunately, Waste Management helped with debris removal, and received payment for their services when the City received funding from FEMA. The City of Edgewood was not the only City that Waste Management helped following these hurricanes. As a result, Waste Management realized that they may not always be available to help, or have the level of funding that is necessary to help the cities they helped that sustained damage during these hurricanes. To ensure that the City has immediate help following a disaster, they entered into an Agreement with Crowder Gulf. Essentially, the City is piggy-backing on the Contract that Orange County has with Crowder Gulf therefore, the City will receive the same level of service and pricing as the County.

Recommendation: Approve and authorize the Mayor to execute the Contract for Disaster Recovery & Debris Removal, for a term beginning on June 2, 2015 and expiring May 31, 2018, along with the renewal clause for two additional one year terms for services.

Designate Mayor Bagshaw as voting delegate at the 89th Annual Florida League of Cities Conference

The Florida League of Cities' annual conference will be held August 13 – 15, 2015, at the World Center Marriott, Orlando, Florida. Every year the League asks the City to designate an official to be the voting delegate on behalf of the City. Delegates will be voting on Resolutions and legislative actions. As you know, Mayor Bagshaw currently serves as the President for the Tri-League of Cities and serves as a District Director on the Florida League of Cities Board of Directors. The Mayor is registered to attend the conference.

Recommendation: Approve Mayor Bagshaw to represent the City as the voting delegate at the Florida League of Cities annual conference.



CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, June 16, 2015

CALL TO ORDER

Council President Dowless opened the regular City Council meeting at 6:30 p.m. The invocation was given by Council Member Powell followed by the Pledge of Allegiance.

The following attendance is noted:

CITY COUNCIL MEMBERS

Ray Bagshaw, Mayor (Quorum)
John Dowless, Council President
Neil Powell, D.D.S., Council Member
Dan Drummond, Council Member
Mike Hendrix, Council Member
Pam Henley, Council Member

STAFF

Bea Meeks, City Clerk
Chris Francisco, Police Chief
Drew Smith, City Attorney
Police Clerk/Accreditation Manager Shannon Patterson
Administrative Assistant Sandy Repp
Sgt. John Freeburg
Interim Detective Chris Meade
Code Enforcement Officer Debbie Cabales

CONSENT AGENDA

1. Review and Approval of Minutes (Compliment to City Clerk Meeks from Council President regarding Minutes)

May 19, 2015 Regular City Council Meeting

Council Member Powell made the Motion to approve the May 19, 2015 Minutes; Seconded by Council Member Henley.

Unanimously Approved (5/0).

PRESENTATIONS

None.

ORDINANCES

- 1. **ORDINANCE 2015-05** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA FORMALLY RENAMING MAIN STREET (AKA MAGNOLIA STREET) AS MAGNOLIA STREET PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith gave the first reading of Ordinance 2015-05 in title only.

Council President Dowless opened for public hearing. Having no questions or comments from the public; the public hearing was closed.

City Clerk Meeks confirmed for Council that this is a housekeeping item because the County had no record of the name change being formally changed from Main Street to Magnolia Avenue.

Council Member Henley made the Motion to approve Ordinance 2015-05; Seconded by Council Member Hendrix.

The Motion passed with the following roll-call vote (5/0):

<i>Council Member Henley</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council Member Hendrix</i>	<i>Favor</i>

City Clerk Meeks announced that the Second/Final reading of Ordinance 2015-05 will be July 21, 2015.

PUBLIC HEARINGS (ORDINANCES - SECOND READINGS & RELATED ACTION)

- 1. **ORDINANCE 2015-03** - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SECTION 102-71 OF THE CITY OF EDGEWOOD CODE OF ORDINANCES BY ADOPTING THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, WITH CERTAIN AMENDMENTS, THERETO TO CONFORM TO FLORIDA LAW AND THE CITY'S EXISTING CODE OF ORDINANCES; REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS, AND STRUCTURES TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY, AND FIT FOR OCCUPANCY AND USE; PROVIDING THAT THE PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE SHALL BE SUPPLEMENTAL TO ALL OTHER CODES AND ORDINANCES OF THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith gave the Second/Final reading of Ordinance 2015-03 in title only.

Council President Dowless opened for public hearing. Having no questions or comments from the public; the public hearing was closed. There were no Council comments or discussion held.

Council Member Henley made the Motion to approve Ordinance 2015-03; Seconded by Council President Dowless.

The Motion passed with the following roll-call vote (4/1):

<i>Council Member Hendrix</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Nay</i>
<i>Council Member Henley</i>	<i>Favor</i>

- ORDINANCE 2015-04 - AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 18 - "ELECTIONS" BY CHANGING THE DATE OF THE REGULAR CITY ELECTION FOR 2016 AND SUBSEQUENT YEARS THAT ARE A MULTIPLE OF FOUR TO A DATE THAT CORRESPONDS TO THE DATE OF THE FLORIDA PRESIDENTIAL PREFERENCE PRIMARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Smith gave the Second/Final reading of Ordinance 2015-04 in title only.

Council President Dowless opened for public hearing. Having no questions or comments from the public; the public hearing was closed. There were no Council comments or discussion held.

Council Member Powell made the Motion to approve Ordinance 2015-04; Seconded by Council Member Henley.

The Motion passed with the following roll-call vote (4/1):

<i>Council President Dowless</i>	<i>Favor</i>
<i>Council Member Drummond</i>	<i>Favor</i>
<i>Council Member Hendrix</i>	<i>Favor</i>
<i>Council Member Powell</i>	<i>Nay</i>
<i>Council Member Henley</i>	<i>Favor</i>

NEW BUSINESS

1. Charter Review

In response to Mayor Bagshaw, City Clerk Meeks clarified that on Page 19 of her memo to Council, the sentence beginning with "Based on the 2009 amendment regarding Charter review...." was her commentary. Council President Dowless said he agrees with the City Clerk's recommendation to appoint a Charter Review Committee in 2016, and plan for amendments to be on the 2017 ballot, if applicable. Council was in agreement with the City Clerk's recommendation.

2. Non Ad-Valorem Assessment

Mayor Bagshaw recommended no increase. City Clerk Meeks gave a brief explanation of staff time regarding the non ad-valorem assessment. *Consensus to accept Mayor Bagshaw's recommendation and not increase the non ad-valorem assessment.*

3. Market Analysis Proposal

- (Pgs. 22 - 25) COMPSRING
- (Pgs. 26 - 32) FLORIDA ECONOMIC ADVISORS
- (Pgs. 33 - 41) RCLCO

Council President Dowless said he and Mayor Bagshaw are meeting with Metro Plan regarding the improvements planned for Orange Avenue. For this reason he wants to hold off on moving forward with any of the proposals until there is a better understanding of what Orange County is planning. Council President Dowless said he would like feedback from Council members regarding the proposals. Council President Dowless explained why he was in favor of retaining Florida Economic Advisors (FEA).

Council Member Powell said he was confused because there were three different proposals. Mayor Bagshaw said he believed the confusion was due to the fact that each firm was offering different services at different costs for their services. Council Member Henley said a spreadsheet for comparison would be helpful. Council President Dowless said he will request this information.

UNFINISHED BUSINESS

None.

GENERAL INFORMATION *No action required*

None.

CITIZEN COMMENTS

None.

BOARDS & COMMITTEES

None.

STAFF REPORTS

City Attorney:

No report.

Police Chief:

- Monthly report

Chief Francisco gave a PowerPoint presentation regarding his monthly activity report for the Police Department. Council President Dowless asked for information regarding educating residents on

situations that would require calling 911. Chief Francisco said this information will be in the next newsletter. Administrative Assistance Repp said she would highlight the information. Chief Francisco said that the Police Department is utilizing Next Door to get information out to the residents.

Last item of discussion was regarding vehicles. Chief Francisco referred Council to the spreadsheet provided to them regarding the Police vehicles. Chief Francisco said he thinks there may be enough money left in his budget to purchase another vehicle. Council Member Henley said she does not believe the Police Department has the money. In response to Council Member Drummond, Chief Francisco said that the dealership did not say they would extend their previous offer to purchase a vehicle however, they still have cars on their lot. Chief Francisco confirmed for Council Member Drummond that the purchase price of the vehicle is separate from the cost of the extended warranty. In response to Council Member Henley, Chief Francisco said his goal is not to make any more repairs to Car 58 and keep it as a pool car until a mechanic says it is unsafe or too expensive to repair. He does not plan to retire any vehicles. Mayor Bagshaw said the goal should be to rotate cars.

Council Member Drummond made the Motion to approve the Chief moving forward with the purchase of a new vehicle in the amount of \$34,000 exclusive of the extended warranty; Seconded by Council Member Hendrix.

Unanimously approved (5/0)

City Clerk:

- Proposed TRIM calendar

Brief discussion was held regarding the workshop and hearing dates, with revisions being made to the calendar. City Clerk Meeks said she would revise the calendar and provide to Council Members.

MAYOR & COUNCIL REPORTS

Mayor Bagshaw

No report.

Council President Dowless

No report.

Council Member Powell

No report.

Council Member Henley

No report.

Council Member Drummond

No report.

Council Member Hendrix

- April 2015 Financial Report

No comments or discussion held regarding the April 2015 Financial Report.

ADJOURNMENT

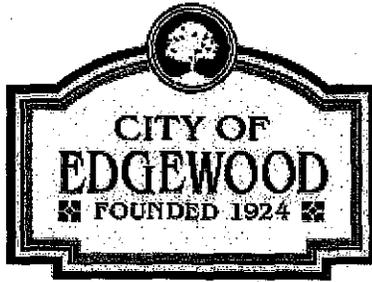
Having no further business or comments, the meeting adjourned at 7:48 p.m. following the **Motion of Council Member Powell; Seconded by Council Member Hendrix to adjourn.**

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

Approved by Council on



March 31, 2015
Edgewood City Council/Planning & Zoning Board
Sign Workshop #3

Attendees

Ray Bagshaw, Mayor
John Dowless, Council President
Mike Hendrix, Council Member
Dan Drummond, Council Member
Neil Powell, DDS, Council Member

Planning & Zoning

Regina Dunay, Chairwoman
Marion Rayburn
Chris Rader

Staff

Chris Francisco, Police Chief
Bea L. Meeks, City Clerk
Drew Smith, City Attorney
Ellen Hardgrove, AICP
Debbie Cabales, Code Enforcement Officer
Sandra Repp, Administrative Assistant

Council President Dowless opened the Joint Workshop at 6:32 p.m. Council President Dowless dispensed with the invocation and Pledge of Allegiance. He acknowledged the Planning & Zoning members in attendance. Mayor Bagshaw requested all in attendance introduced themselves. City Clerk Meeks said a sign-in sheet will be provided for everyone to sign in, so that there is a record of the attendees who introduced themselves. City Clerk Meeks said the contact information provided will also be used to send updates. She reminded everyone that the information provided on the sign-in sheet is public information.

Council President Dowless introduced Planner, Ellen Hardgrove, who referred to the support documents in the agenda packet. She gave a brief explanation of the background regarding the beautification of Orange Avenue. She said there is nothing new; the bottom line is that with the sign

Mr. Moccio also pointed out that it could be a problem to sell the property if the sign is not compliant. Council Member Drummond said that looking at it from a community point of view, did Mr. Moccio think the community would be improved by eliminating the pole signs. Mr. Moccio said yes but it needs to be a case-by-case basis. **Mr. Moccio said he supports pole signs with additional landscaping, "like" planters.** Council Member Drummond said the City does not want to create a business hazard.

Tim Bartlett (Adrenaline Films) asked about the landscaping. He said he thought his sign was compliant but worried about the landscaping. He said he is concerned about anything that walks, as it relates to the three foot hedge (to hedge the vehicular use area) . Mayor Bagshaw said that he believes this was required so that headlights did not shine onto the street causing a hazard. Planner Hardgrove said Mr. Bartlett's property has been specifically discussed and the property is fine. Council President Dowless said that this is an area that needs clarification (hedges).

Resident Bonnie Bagshaw, said that for the past four years since her husband has been Mayor, there were changes on Colonial Drive (SR 50), i.e. Mills 50. She said these areas formed committees and became involved in changing their area. She said she prescribes to the Mills 50 newsletter. She explained that every time she receives their newsletter, there is a new business opening. She said the purpose of what the City is doing is to make it so that businesses are clamoring to open their business in Edgewood. She referenced areas that do have landscaping that causes site issues. She said she agrees that the business owners need to look at their spots. She said if the business owners are interested, she will send them the information about Mills 50. She referred to the Edgewood District website. She said if they have something going on that they want her to post, let her know, she will post it.

Dan Riederich, Dan Saw & Tool said if he had to go to a drive-by business, he would not stop. He said the speed limit needs to be reduced at least by five miles per hour.

Chris Rader, Planning & Zoning Board, said he is an engineer and understands the Code and the process. He said he has attended every workshop and says the goals and intent of Council is to help the businesses. He said he views what Council is doing as a partnership.

Mayor Bagshaw said he wants the City to become a City that Realtors want to do their business in.

Chief Francisco introduced Code Enforcement Officer Debbie Cabales. He said he has an open door policy and if there are ever any concerns or problems see him or Sgt. Jackson, who is Code Enforcement Officer Cabales' supervisor.

City Attorney Smith said the next step is tweaking the Code regarding signage and landscaping and working on the drafts. Mayor asked John Moccio to let the City know if they are anticipating a large attendance, as the City may have to move the meeting.

Meeting adjourned 8:06 p.m.

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

Approved by Council on _____

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

June 16, 2015

Honorable Ray Bagshaw
Mayor of the City of Edgewood
405 Larue Avenue
Edgewood, FL 32809

via email: rbagshaw@edgewood-fl.gov

Re: Contract for Disaster Recovery & Debris Removal

Dear Mayor Bagshaw:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Recovery & Debris Removal to the City of Edgewood under the same terms and conditions of the Orange County contract #Y15-1022-CH Disaster Recovery & Debris Removal. It is the intent of the County to enter into a three (3) year term contract beginning on June 1, 2015, with renewal clause for two (2) additional one (1) year terms for services as described herein. The City of Edgewood's contract will begin upon approval of this letter and will expire on May 31, 2018.

The City of Edgewood will receive the same level of support and pricing as stated in the Orange County contract. The City's contract will be administrated independently of Orange County and all issues will be handled direct with CrowderGulf. Please acknowledge the City of Edgewood's acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with you in the future if our services are requested. If you have any questions, or if we can be of any further assistance, please do not hesitate to contact me or Ashley Ramsay at the CrowderGulf Disaster Administration Office 800-992-6207.

Best regards,



John Ramsay
President

APPROVED BY: City of Edgewood, FL

Signature: _____

Name/Title: _____

Date: _____



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

John Ramsay
President – Director
251-402-3677 Cell
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Chief Operating Officer
646-872-1548 Cell
aramsay@crowdergulf.com

John Campbell
Regional Director
859-963-8672 Cell
jcampbell@crowdergulf.com

Buddy Young
Regional Director
940-597-4252 Cell
byoung@crowdergulf.com

Margaret R. Wright, Ph. D.
Senior Manager
251-604-6346 Cell
mwright@crowdergulf.com

Contract # Y15-1022-C

This contract is made as of the **4th day of June, 2015** by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **CrowderGulf Joint Venture, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 010626019.**

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this contract is to provide professional/consultation services in the area of **Disaster Recovery and Debris Removal**, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this contract shall be **Ralphetta Aker**, telephone no. **407-836-8011**.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on **June 1, 2015** and complete all services by **May 31, 2018**.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "A".

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of five (5) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment "B" for services rendered toward the completion of the Scope of Services.

Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this contract will be reviewed and approved by the initiating COUNTY Department, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted.

The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 - INSURANCE REQUIREMENTS:

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein.

These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONTRACTOR under this contract. CONTRACTOR is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONTRACTOR shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The CONTRACTOR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. CONTRACTOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the CONTRACTOR does not own automobiles the

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.

Required Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980**
- Workers' Compensation - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit.**

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent**
- Pollution Liability- with a limit of not less than \$1,000,000 per occurrence/claim**

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONTRACTOR most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONTRACTOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONTRACTOR agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage.

By entering into this contract CONTRACTOR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONTRACTOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted

immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONTRACTOR shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONTRACTOR shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right,

power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence.

ARTICLE 15 - PERFORMANCE AND PAYMENT BONDS

Payment and Performance Bonds: The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds (see ATTACHMENTS H AND I) included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

ARTICLE 16 – ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this contract.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, sub-contract(s), financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S subcontractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

ARTICLE 21 - EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the COUNTY'S policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable COUNTY ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 23 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 24 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

54ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract Amendment or Change Order and the CONTRACTOR shall not commence work on any

such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 27 – CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONTRACTOR against the COUNTY relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled “Contract Claim” requesting a final decision.

The CONTRACTOR also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable; and that I am duly authorized to certify the claim on behalf of the CONTRACTOR.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the CONTRACTOR. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor’s/Consultant’s written request for a final decision. The Procurement Division Manager’s decision shall be final and conclusive.

The CONTRACTOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement Division.

ARTICLE 28 - TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to CONTRACTORS and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 29 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the CONTRACTOR to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to

the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the CONTRACTOR confirms that all employees in the above categories will undergo e-verification before placement on this contract. The CONTRACTOR further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 30 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and COUNTY ordinances shall apply to the solicitation and contract.

ARTICLE 31 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 32 – FEDERAL PROVISIONS

Attachment K, Title 44 Code of Federal Regulations (CFR) 13.36 is hereby incorporated into the Contract

ARTICLE 32 - NOTICE

All notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Johnny M. Richardson, Manager, CPPO, CFCM

Orange County Procurement Division

400 E. South Street, 2nd Floor, Orlando, Florida 32801

Phone: 407-836-5635 Fax: 407-836-5899

and if sent to the CONTRACTOR shall be mailed to:

Mr. John Ramsay

CrowderGulf Joint Venture, Inc.

5435 Business Parkway, Theodore AL 36582

Telephone: 251-459-7430 or 800-992-6207

Email: jramsay@crowdergulf.com

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT:

ORANGE COUNTY, FLORIDA:

CrowderGulf Joint Venture, Inc.

Company Name

Johnny Richardson, CPPO, CFCM
Procurement Division Manager


Signature

6-4-15
Date

JOHN RAMSAY

Typed Name

PRESIDENT

Title

05-26-15

Date

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 6/3/2015			
PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
COMPANIES AFFORDING COVERAGE					
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675		COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Unlimited \$3,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$50,000.00 MED EXP (Any one person) \$5,000.00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT \$1,000,000.00 BODILY INJURY (Per person)
					BODILY INJURY (Per accident) PROPERTY DAMAGE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042963	9/1/2014	9/1/2015	EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input checked="" type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL	GWC-070843-FL1	9/1/2014	9/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$1,000,000.00 EL DISEASE - POLICY LIMIT \$1,000,000.00 EL DISEASE - EA EMPLOYEE \$1,000,000.00
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Contract #Y15-1022-C, Disaster Recovery and Debris Removal					
CERTIFICATE HOLDER Orange County Board of County Commissioners Procurement Division 400 E. South St. Orlando, FL 32801			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
			AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2015

PRODUCER (251) 990-9050

Point Clear Insurance Services LLC
368 Commercial Park Drive

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Fairhope AL 36532-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

CrowderGulf Joint Venture/Crowder Gulf, LLC
5435 Business Parkway

INSURER A: Rockhill Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Theodore AL 36582-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person)	\$
				/ /	/ /	PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMP/OP AGG	\$
				/ /	/ /	NONWD	\$
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS		/ /	/ /		\$
		<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /		\$
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE		/ /	/ /		\$
		<input type="checkbox"/> RETENTION \$		/ /	/ /		\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Pollution Coverage	RCPLB004702-00	06/22/2014	06/22/2015	General Aggregate	1,000,000
				/ /	/ /	Cont. Poll Cond limit	1,000,000
				/ /	/ /	Policy Aggregate	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Contract Y15-1022-C; Disaster Recovery and Debris Removal

CERTIFICATE HOLDER

CANCELLATION

() - () -

Orange County Bd of County Commissioners
c/o Procurement Division
400 E. South Street
Orlando FL 32801-0257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

INS025 (0108) 06

Page 1 of 2

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED— OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

When required by written contract, any person, firm or organization.

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to CrowderGulf Joint Venture of Theodore, Alabama

Dated at Metairie, Louisiana this 1st day of September, 2014

Amending Policy No. XSAL-075123 Effective Date September 1, 2014 to September 1, 2017

Name of Insurance Company The Gray Insurance Company

Countersigned by [Signature]

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1 MIL for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 251-990-9050.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date notice is received by the FMCSA at its office in Washington, D.C.)

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions, which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended. **PROPERTY DAMAGE** means damage to or loss of use of tangible property.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property or any combination thereof. **ENVIRONMENTAL RESTORATION** means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA)

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in this schedule are for information purposes only.

SCHEDULE OF LIMITS PUBLIC LIABILITY

Type of Carriage	Commodity Transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds)	Property (non-hazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign or intrastate commerce with a gross vehicle weight rating of 10,000 or more pounds)	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1., 1.2 and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2, or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (In interstate, or foreign commerce, in any quantity or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds)	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A or Division 6.1 Packing Group-1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

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The Gray Insurance Company (2)

A.M. Best #: 002621 NAIC #: 36307 FEIN #: 720924217

Mailing Address

[View Additional Address Information](#)

P.O. Box 6202
 Metairie, LA 70009-6202
 United States

Web: www.grayinsco.com
 Phone: 504-888-7790
 Fax: 504-454-6122

Assigned to **Financial Strength Rating**
A- Excellent
 companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, **051888 - Gray & Company, Inc.** is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating	View Definition
Rating:	A- (Excellent)
Financial Size	VIII (\$100 Million to \$250 Million)
Category:	Million
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 07, 2014
Initial Rating Date:	June 30, 1987

Best's Credit Rating Analyst
Rating Issued by: A.M. Best Company, Inc.
Senior Financial Analyst: Brian O'Larie
Assistant Vice President: Jennifer Marshall, CPCU, ARM

Disclosure Information
View A.M. Best's Rating Disclosure Statement

Long-Term Issuer Credit Rating	View Definition
Long-Term:	a-
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 07, 2014
Initial Rating Date:	June 19, 2007

u Denotes Under Review Best's Rating

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis

AMB #	Company Name	Company Description
019234	Gray Insurance Group (C)	Represents the "as filed" Company Consolidated financials for the Property/Casualty business of this legal entity.
018392	Gray Insurance Group (G) Rating Unit	Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity.

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 12/1/2014 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
 Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 5/28/2015 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.
- **Comparison**
 - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite**
 - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - Includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

- [Best's Insurance Reports - Online - P/C, US & Canada](#)
- [Best's Key Rating Guide - P/C, US & Canada](#)
- [Best's Statement File - P/C, US](#)
- [Best's Executive Summary Report - Composite - Property/Casualty](#)
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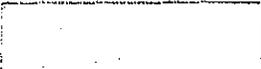
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Rockhill Insurance Company (2)

A.M. Best #: 013023 NAIC #: 28053 FEIN #: 061149647

Administrative Office
518 East Broad Street
Columbus, OH 43215
[United States](#)

[View Additional Address Information](#)

Web: www.stateauto.com
Phone: 616-412-1800
Fax: 677-742-6762

Assigned to **Financial Strength Rating** companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, **000855 - State Automobile Mutual Insurance Co** is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating	View Definition
Rating:	A- (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XII (\$1 Billion to \$1.25 Billion)
Outlook:	Stable
Action:	Downgraded
Effective Date:	April 28, 2015
Initial Rating Date:	November 23, 2005

Best's Credit Rating Analyst
Rating issued by: A.M. Best Company, Inc.
Senior Financial Analyst: Kenneth E. Tappen
Assistant Vice President: Joseph A. Burtone

Long-Term Issuer Credit Rating	View Definition
Long-Term:	a-
Outlook:	Stable
Action:	Downgraded
Effective Date:	April 28, 2015
Initial Rating Date:	December 19, 2007

Disclosure Information
View A.M. Best's Rating Disclosure Statement
A.M. Best Downgrades Ratings of State Automobile Mutual Insurance Company and Its Operating Subsidiaries April 28, 2015

u Denotes Under Review Best's Rating

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

- AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 5/14/2015 (represents the latest significant change).
- Historical Reports are available in [AMB Credit Report Archive](#).

- Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 5/29/2015 Quality Cross Checked.
- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

- Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

Financial and Analytical Products

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- [Best's Regulatory Center Market Share Reports](#)
- [Best's Corporate Changes and Retirements - P/C, US/CN](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule P \(Loss Reserves\) - P/C, US](#)
- [Best's Regulatory Center](#)
- [Best's Schedule D \(Corporate Bonds\) - US](#)

PERFORMANCE BOND

BOND NUMBER SU1125472

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor CrowderGulf Joint Venture, Inc.

Address 5535 Business Parkway Theodore AL 36582

Phone Number 800-992-6207

Corporation, Partnership or Individual Corporation

hereinafter referred to as the Contractor, as Principal, and

Name of Surety Arch Insurance Company

Address 300 Plaza Three, Jersey City, NJ 07311

Phone Number 201-743-4000

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$500,000, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y15-1022** with the "County", also referred to herein as the OWNER, for the project entitled: **DISASTER RECOVERY AND DEBRIS REMOVAL Various locations throughout Orange County, Florida** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: The disaster and debris removal Contractor(s) shall provide professional technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
 - A. Complete the Contract in accordance with its terms and conditions; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the 22nd day of May, 2015

CONTRACTOR, AS PRINCIPAL

WITNESS:

CrowderGulf Joint Venture, Inc.

Wesley Nail

BY: Ashley Ramsay
Firm Name
Signature
Ashley Ramsay, VP/COO
Type Name and Title

Arch Insurance Company

James C. Congelio
AGENT FOR SURETY
Signature

SURETY

NAIC Number: 11150

BY: James C. Congelio, Attorney-In-Fact

AGENCY ADDRESS: Bowen, Miellette & Britt of Florida, LLC

SURETY ADDRESS: 300 Plaza Three

1715 N. Westshore Blvd. Suite 920, Tampa, FL 33607

Jersey City, NJ 07311

PHONE 813-282-1938

PAYMENT BOND

BOND NUMBER SU1125472

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor CrowderGulf Joint Venture, Inc.

Address 6535 Business Parkway Theodore AL 36582

Phone Number 800-992-6207

Corporation, Partnership or Individual Corporation

Thereinafter called Contractor, as Principal, and

Name and Address of Surety Arch Insurance Company, 300 Plaza Three, Jersey City, NJ 07311

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-6635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of **\$500,000**, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y15-1022** with the "County", also referred to herein as the **OWNER**, for the project entitled: **DISASTER RECOVERY AND DEBRIS REMOVAL, Various locations throughout Orange County, Florida** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: The disaster and debris removal Contractor(s) shall provide professional technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.

Revised 5/9/06

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the 22nd day of May, 2015

CONTRACTOR, AS PRINCIPAL:

WITNESS:

CrowderGulf Joint Venture, Inc.

Firm Name

Wesley Nail
Signature

BY: Ashley Ramsay
Signature

Ashley Ramsay, VP/COO
Type Name and Title

Arch Insurance Company
SURETY:

James C. Congelio

AGENT FOR SURETY:

NAIC Number: 11150

BY: [Signature]
Signature

BY: [Signature]
James C. Congelio, Attorney-in-Fact

AGENCY ADDRESS: Bowen, Miclette & Britt of Florida, LLC
1715 N. Westshore Blvd. Suite 920, Tampa, FL 33607

SURETY ADDRESS 300 Plaza Three, Jersey City, NJ 07311

PHONE NO. 201-743-4000

Licensed Florida Insurance Agent? Yes No

License Number: A052793

STATE OF Florida

COUNTY OF Hillsborough) SS

CITY OF Tampa

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

James C. Congelio

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

Arch Insurance Company

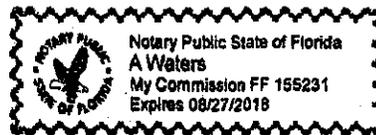
as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the 22nd day of May, 2015

[Signature]
Notary Public

Anita Waters

(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known or Produced Identification (Type) N/A

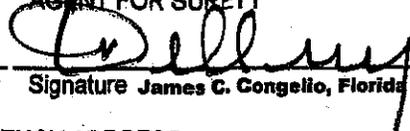
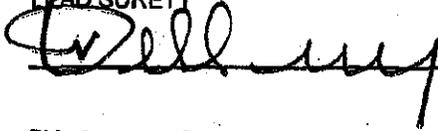
In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.

Arch Insurance Company

Bowen, Miclette & Britt of Florida, LLC

LEAD SURETY

AGENT FOR SURETY



Signature James C. Congelio, Florida Resident Agent

BY: James C. Congelio, Attorney-In-Fact

AGENCY ADDRESS: 1715 N. Westshore Blvd. Suite 920

SURETY ADDRESS: 300 Plaza Three

Tampa, FL 33607

Jersey City, NJ 07311

PHONE 813-282-1938

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

James C. Congello, James N. Congello, Lenita W. Wright and Margaret A. Broughton of Maitland, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

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Arch Insurance Company

A.M. Best #: 003165 NAIC #: 11150 FEIN #: 430990710

Mailing Address
300 Plaza Three, 3rd Floor
Jersey City, NJ 07311
United States

[View Additional Address Information](#)

Web: www.archinsurance.com
Phone: 212-651-6500
Fax: 212-651-6499

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, 058459 - Arch Capital Group Ltd, is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: March 20, 2014
Initial Rating Date: June 30, 1977

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Company, Inc.
Managing Senior Financial Analyst: Greg Reiser
Assistant Vice President: Peter Dickey

Disclosure Information

[View A.M. Best's Rating Disclosure Statement](#)

[A.M. Best Affirms Ratings of Arch Capital Group Ltd and Its Subsidiaries](#)
March 20, 2014

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: March 20, 2014
Initial Rating Date: October 26, 2004

Denotes Under Review Best's Rating

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 4/14/2014 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report Archive](#).

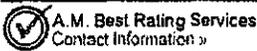
Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 5/28/2015 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross checked).

Financial and Analytical Products

- [Best's Insurance Reports - Online - P/C, US & Canada](#)
- [Best's Key Rating Guide - P/C, US & Canada](#)
- [Best's Statement File - P/C, US](#)
- [Best's Executive Summary Report - Comparison - Property/Casualty](#)
- [Best's Executive Summary Report - Composite - Property/Casualty](#)
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- [Best's Corporate Changes and Retirements - P/C, US/CN](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule P \(Loss Reserves\) - P/C, US](#)
- [Best's Regulatory Center](#)
- [Best's Schedule D \(Corporate Bonds\) - US](#)



Arch Insurance Company (NAIC #11150)

BUSINESS ADDRESS: 300 Plaza Three, Jersey City, NJ 07311 - 1107. PHONE: (201) 743-4000.
 UNDERWRITING LIMITATION b/: \$73,663,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri

Arch Reinsurance Company (NAIC #10348)

BUSINESS ADDRESS: 445 South Street, Suite 220, P.O. Box 1988, Morristown, NJ 07962 - 1988. PHONE: (973) 898-9575. UNDERWRITING LIMITATION b/: \$32,017,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, INCORPORATED IN: Delaware.

Argonaut Insurance Company (NAIC #19801)

BUSINESS ADDRESS: P.O. BOX 469011, SAN ANTONIO, TX 78246. PHONE: (800) 470-7958.
 UNDERWRITING LIMITATION b/: \$40,936,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

ASPEN AMERICAN INSURANCE COMPANY (NAIC #43460)

BUSINESS ADDRESS: 175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067. PHONE: (860) 258-3500.
 UNDERWRITING LIMITATION b/: \$25,752,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Texas.

Associated Indemnity Corporation (NAIC #21865)

BUSINESS ADDRESS: 777 San Marin Drive, Novato, CA 94998. PHONE: (415) 899-2000. UNDERWRITING LIMITATION b/: \$8,231,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: California.

Atlantic Specialty Insurance Company (NAIC #27154)

BUSINESS ADDRESS: 601 Carlson Parkway, Suite 700, Minnetonka, MN 55305. PHONE: (781) 332-7000.
 UNDERWRITING LIMITATION b/: \$66,581,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Auto-Owners Insurance Company (NAIC #18988)

BUSINESS ADDRESS: P.O. BOX 30660, LANSING, MI 48909 - 8160. PHONE: (517) 323-1200.
 UNDERWRITING LIMITATION b/: \$751,176,000. SURETY LICENSES c/f: AL, AZ, AR, CO, FL, GA, ID, IL, IN, IA, KS, KY, MI, MN, MS, MO, NE, NV, NM, NC, ND, OH, OR, PA, SC, SD, TN, UT, VA, WA, WI. INCORPORATED IN: Michigan.

AXIS Insurance Company (NAIC #37273)

BUSINESS ADDRESS: 11680 Great Oaks Way, Ste. 500, Alpharetta, GA 30022. PHONE: (678) 746-9400.
 UNDERWRITING LIMITATION b/: \$52,622,000. SURETY LICENSES c/f: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

AXIS Reinsurance Company (NAIC #20370)

BUSINESS ADDRESS: 11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022. PHONE: (678) 746-9400.
 UNDERWRITING LIMITATION b/: \$82,269,000. SURETY LICENSES c/f: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

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B

Bankers Insurance Company (NAIC #33162)

BUSINESS ADDRESS: P.O. BOX 15707, ST. PETERSBURG, FL 33733. PHONE: (727) 823-4000.
 UNDERWRITING LIMITATION b/: \$5,632,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

Bankers Standard Insurance Company (NAIC #18279)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$13,206,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: Pennsylvania.

Beazley Insurance Company, Inc. (NAIC #37540)

BUSINESS ADDRESS: 30 Batterson Park Road, Farmington, CT 06032. PHONE: (860) 677-3700.
 UNDERWRITING LIMITATION b/: \$12,193,000. SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.



JEFF ATWATER, CHIEF FINANCIAL OFFICER
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

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Licensee Details

5/31/2015

Demographic Information

Name of Licensee: CONGELIO, JAMES CARMEN
License #: A052793
Business Location: MAITLAND,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
GENERAL LINES (PROP & CAS)(0220)	3/30/1982	YES

Types and Classes of Active Appointments

GENERAL LINES (PROP & CAS)(0220)

Company Name	Original Issue Date	Exp Date	Type	County
MERCHANTS NATIONAL BONDING INC	5/20/2015	6/30/2017	STATE	Orange
MERCHANTS BONDING COMPANY (MUTUAL)	5/20/2015	6/30/2017	STATE	Orange
DEVELOPERS SURETY AND INDEMNITY COMPANY	12/1/2014	6/30/2017	STATE	Orange
UNITED STATES SURETY COMPANY	7/28/2014	6/30/2017	STATE	Duval
AMERICAN CONTRACTORS INDEMNITY COMPANY	7/28/2014	6/30/2017	STATE	Duval
U.S. SPECIALTY INSURANCE COMPANY	7/28/2014	6/30/2017	STATE	Duval
FIDELITY AND DEPOSIT COMPANY OF MARYLAND	7/10/2014	6/30/2017	STATE	Duval
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY	7/10/2014	6/30/2017	STATE	Duval
PROGRESSIVE EXPRESS INSURANCE COMPANY	12/31/2003	6/30/2016	STATE	Duval
PROGRESSIVE AMERICAN INSURANCE COMPANY	12/31/2003	6/30/2016	STATE	Duval
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA	2/16/2012	6/30/2016	STATE	Duval
LIBERTY MUTUAL INSURANCE COMPANY	5/21/2008	6/30/2016	STATE	Duval
LM INSURANCE CORPORATION	5/21/2008	6/30/2016	STATE	Duval

LIBERTY MUTUAL FIRE INSURANCE COMPANY	5/21/2008	6/30/2016	STATE	Duval
AMERICAN HOME ASSURANCE COMPANY	2/28/2002	6/30/2016	STATE	Duval
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	2/28/2002	6/30/2016	STATE	Duval
NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA	2/28/2002	6/30/2016	STATE	Duval
GREAT AMERICAN INSURANCE COMPANY	10/8/2001	6/30/2016	STATE	Duval
PACIFIC INDEMNITY COMPANY	8/13/2009	6/30/2016	STATE	Duval
CAPITOL INDEMNITY CORPORATION	6/29/1992	6/30/2016	STATE	Duval
STANDARD FIRE INSURANCE COMPANY (THE)	9/8/2009	6/30/2016	STATE	Duval
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	7/5/2011	6/30/2016	STATE	Duval
AMERICAN ZURICH INSURANCE COMPANY	11/26/2013	6/30/2016	STATE	Duval
ZURICH AMERICAN INSURANCE COMPANY	11/26/2013	6/30/2016	STATE	Duval
ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS	11/26/2013	6/30/2016	STATE	Duval
AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY	11/26/2013	6/30/2016	STATE	Duval
HANOVER AMERICAN INSURANCE COMPANY (THE)	8/5/2013	6/30/2016	STATE	Duval
BERKLEY INSURANCE COMPANY	7/2/2013	6/30/2016	STATE	Duval
ACE AMERICAN INSURANCE COMPANY	3/8/2007	6/30/2015	STATE	Duval
WESTERN SURETY COMPANY	7/15/1998	6/30/2015	STATE	Duval
AMERISURE MUTUAL INSURANCE COMPANY	7/30/1992	6/30/2015	STATE	Duval
AMERISURE INSURANCE COMPANY	7/30/1992	6/30/2015	STATE	Duval
AMERISURE PARTNERS INSURANCE COMPANY	8/1/2010	6/30/2015	STATE	Duval
FEDERAL INSURANCE COMPANY	4/30/1982	6/30/2015	STATE	Duval
HARTFORD FIRE INSURANCE COMPANY	7/16/1984	6/30/2015	STATE	Duval
VIGILANT INSURANCE COMPANY	4/7/1989	6/30/2015	STATE	Duval
CONTINENTAL CASUALTY COMPANY	9/11/2008	6/30/2015	STATE	Duval
SAFECO INSURANCE COMPANY OF AMERICA	7/19/1988	6/30/2015	STATE	Duval
FIRST NATIONAL INSURANCE COMPANY OF AMERICA	2/9/1995	6/30/2015	STATE	Duval
AMERICAN STATES INSURANCE COMPANY	4/15/1999	6/30/2015	STATE	Duval
* ARCH INSURANCE COMPANY	6/18/2003	6/30/2015	STATE	Duval
MASSACHUSETTS BAY INSURANCE COMPANY	4/3/2009	6/30/2015	STATE	Duval
AMERICAN FIRE AND CASUALTY COMPANY	5/2/2011	6/30/2015	STATE	Duval

HANOVER INSURANCE COMPANY (THE)	4/3/2009	6/30/2015	STATE	Duval
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• 2011 © Florida Department of Financial Services

SCOPE OF SERVICES

Orange County is located in Central Florida, USA and has a population of 1,225,267 citizens based upon current (2013) County records. The County encompasses approximately 988.82 square miles or 639,863.67 acres of which 505,289.95 acres are unincorporated and 133,928.19 are incorporated (municipalities). The County has approximately 5,113 miles of improved and maintained roadway which includes all County, State, Expressway and Municipality roadways.

The disaster and debris removal Contractor shall provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency situation, as required by the County. The Contractor shall perform all of the requirements of this scope of services as ordered by the County. Response time shall be deemed as having a Contractor's representative physically present at the Orange County Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

The Contractor shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to:

Tornados, hurricanes, severe weather events or any other natural or manmade disaster or emergency.

The Contractor shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post disaster situations, as ordered on an as needed basis. The Contractor shall have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

A. DEFINITIONS

BCC - The Orange County Board of County Commissioners, the duly elected governing board of the County.

C&D - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick.

Eligible Debris - All debris resulting from the incident required to be removed, hauled and disposed of including, but not limited to, the requirements listed in this Scope of Services.

EOC - Emergency Operations Center, located at the Orange County Fire Rescue Headquarters building, 6590 Amory Ct., Winter Park, Florida 32792.

FEMA - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

Government Debris Management Sites - Any site approved by the County for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.

HTW - Hazardous and/or Toxic Waste including, but not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled.

Incident - Each disaster for which a NTP is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional TDSRS are required due to the subsequent incident.

LSA - Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.

Monitoring Consultant - The Consultant under contract with the County to provide oversight and management of disaster recovery and debris removal contractor.

Mulch - The end product of the chipping or grinding of wood products.

NTP - Notice to Proceed, official written notice from an authorized County official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.

Project Manager - The individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.

ROW - Right of Way, the land which the County has title to, or right of use, for the road and its structures and appurtenances.

TDSRS - Temporary Debris Storage and Reduction Site(s), including citizen site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

White Goods - Including, but not limited to, refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters.

Work Sites - Any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

Mileage Radius - TDSRS within a radius of the mileage ranges indicated.

B. DEBRIS COLLECTION

The Contractor shall be responsible for debris collection activities including, but not limited to, furnishing all labor, materials and equipment to accomplish the following tasks:

1. Clearing, removing and transporting debris from the public right-of-way, all County owned property, streets and roads or privately owned property, as required to secure the public safety. This includes the removal of damaged sidewalks and other damaged improvements from the public ROW. Areas from which damaged sidewalks and other damaged improvements are removed by the Contractor shall be brought back to grade.
2. Establishment, management and operation of approved County Government debris management sites (TDSRS), to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
3. Demolition and removal of condemned structures and buildings that pose a threat to public safety.
4. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.
5. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event.
6. Removal of sand, earthen and foreign materials from roads, streets, bridges and rights-of-way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures; screening sand and returning clean sand to beaches or other designated sites.
7. Cleaning and opening of enclosed drainage systems including, but not limited to, canals, ditches, retention ponds and streams.
8. Return areas throughout the County where debris removal is accomplished and there is damage due to the Contractor's operations, to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.

C. LOGISTICS ACTIVITIES

Upon request from the County, the Contractor shall be responsible for management, staff augmentation and support capabilities including, but not limited to consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, food and lodging.

D. DOCUMENTATION MANAGEMENT AND SUPPORT

1. Assist the County in preparation of FEMA and State reports for reimbursement, including training of Agency/Department employees and review of documentation prior to submittal.
2. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
3. Complete and submit County provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for FEMA and State reimbursement.

E. MANAGEMENT, PROCESSING AND LOADING OF ALL ELIGIBLE DEBRIS AND/OR RESIDUE AT THE TDSRS

Preparation and layout of site; management, maintenance and operation of the TDSRS, including but not limited to, the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities services, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading reduced/stored and initiating load tickets for final disposition; and closure and remediation of the TDSRS.

Responsible for the establishment, management, maintenance, processing and loading of all eligible debris and/or residue at all Citizen Disposal Sites.

Responsible for constructing and maintaining an all-weather road for access to the TDSRS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line.

Responsible for constructing an inspection tower. The tower shall be constructed using pressure treated wood. The floor elevation of the tower shall be fifteen (15) feet above the existing ground elevation. The floor area shall be 8' X 8', constructed of 2" X 8" joists, 16" on center with ¾" plywood supported by four 6" X 6" posts. The perimeter of the floor area shall be protected by a four (4) foot high wall constructed of 2" X 4" studs and ½" plywood. The floor area shall be covered by a corrugated tin roof. The roof shall provide a minimum of 6'6" of headroom below the support beams. Wooden steps shall provide access with a handrail. Construction of towers shall comply with all applicable County building codes.

All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, State and local laws, ordinances, regulations and standards. The Contractor shall segregate operations within each site.

All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning and accurate hour meter.

Each TDSRS shall be equipped with portable toilets with hand washing accessories, a working office trailer and a debris inspection/observation tower.

F. SPECIFIC SERVICES

As directed by the County, the Contractor shall perform the following services:

- (1) Private Property Demolition and Debris Removal – The Contractor shall operate beyond the public Right Of Way only as identified and directed by the County.
- (2) Marine Debris Removal – The Contractor shall clear canals and waterways of marine debris. Marine debris is defined as any material obstructing a canal or waterway, including lake debris.
- (3) Hazardous and/or Toxic Waste Disposal – The Contractor shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County. The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.
- (4) Fallen Trees, Hazardous Leaning Trees and Hanging Limbs – The Contractor shall remove fallen trees, leaning trees or hanging limbs that originate from within the ROW and those which extend over the ROW from private property, at the point where it enters the ROW.

Fallen or leaning trees or hanging limbs which originate from private property and extend onto or into the ROW shall be cut at the point where they enter the ROW. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which lies within the ROW shall be removed from the ROW and be properly disposed of by the Contractor.

- (5) Hazardous Stumps – The Contractor shall measure each stump two (2) feet above normal ground level to determine the diameter of the trunk. All stumps with a diameter of 24" or less removed or excavated from public rights of way and stumps placed on public rights of way but not excavated by the Contractor shall be paid under Fee Schedule Item 1A, Removal, loading, hauling, of all eligible debris and/or residue from designated work zones to the TDSRS, as specified. All stumps larger than 24" shall be paid under Fee Schedule Item 2A (Page B-2), Hazardous Stumps.
- (6) Fill Dirt – As identified and directed by the County, the Contractor shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
- (7) Soil Screening – The Contractor shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the TDSRS.
- (8) White Goods – The Contractor shall recycle all eligible white goods including, but not limited to, refrigerators, freezers and air conditioners in accordance with all federal, state and local rules, regulations and laws.
- (9) Freon Recovery – The Contractor shall remove and recover Freon from any white goods at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
- (10) Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- (11) Closure and Remediation of the TDSRS – Within thirty (30) days after notice by the County, the Contractor shall cease debris collection activities and remove all Contractor equipment and temporary structures and dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found.

The County reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill as approved by the County. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS to its original state, subject to the County's final acceptance. Payment retainage will not be released until all debris sites have been closed and remediated.

- (12) Storm Sewer Cleaning - The contractor shall provide all labor, equipment and materials necessary to remove debris, silt, dirt, or any other foreign obstruction in order to restore maximum flow within the storm water conveyance systems.

G. ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT

The County may employ the services of a debris monitoring consultant to provide oversight of the Contractor's operations. In this capacity, the consultant acts as the County's agent and has authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

H. PRODUCTION RATES

The CONTRACTOR commits to the following minimum production rates for debris removal:

- (1) Up to two hundred fifty thousand (250,000) cubic yards - 15 calendar days from NTP.
- (2) Up to five hundred thousand (500,000) cubic yards - 30 calendar days from NTP.
- (3) Up to one million (1,000,000) cubic yards - 60 calendar days from NTP.
- (4) Greater than one million (1,000,000) cubic yards - 15 calendar days for every two hundred fifty thousand (250,000) cubic yards thereafter from NTP.

Debris removal is defined as the removal of debris from public ROW'S and other County owned property and transport to the applicable TDSRS.

I. CREW/EQUIPMENT REQUIREMENTS

A crew shall consist of the following minimum resources:

- (1) One (1) self loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment and;
- (2) One (1) sawman and two (2) laborers with all pertinent equipment and;
- (3) Two (2) flagmen

J. HOT SPOT CREW

The Contractor shall have at least one hot spot crew. The crew shall consist of one (1) self loader plus the minimum crew specified in paragraph I of this Scope of Services. The crew will respond to urgent requirements as directed by the County and shall begin operation within twenty-four (24) hours after NTP.

K. CLAIMS RESOLUTION

The Contractor shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the Contractor within thirty (30) calendar days after submission.

However if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if its acceptable.

The Contractor shall submit all resolved claims to the County's designated representative. The Contractor shall attest to the following:

- To the best of the Contractor's knowledge, all data offered by the claimant shall support that the claim is accurate and complete.
- The claims amount accurately reflects the claimant's actual incurred costs.
- All records and claims of records shall be put into a spread sheet and submitted every thirty (30) days, which shall include all paid and outstanding claims and if any claim is over thirty (30) days a reason for its delay.
- No claims will be paid unless a valid claim was submitted to the County's designated representative.

L. LOAD TICKETS AND TRUCK CERTIFICATIONS

The County will issue the CONTRACTOR standard load tickets and standard truck certification documents for use during the performance of the contract (see Attachments D and E). However, if the Contractor has the capability to provide this information to the County electronically, the County will review this process and determine if it is acceptable.

M. DUMP/TIPPING FEES

All dump/tipping fees shall be reimbursed at their actual cost with proper documentation.

N. DISPOSAL OF REDUCED DEBRIS

When the County requires chipping/grinding as a method of debris reduction, it is the Contractor's responsibility to acceptably dispose of the chips or mulch, at no additional cost to the County. For disposal, the chips or mulch shall be put to some beneficial use.

The Contractor may provide or sell the chips or mulch to be recycled for use in agricultural mulch, fuel or wood products consistent with State, federal and local requirements.

O. FEE SCHEDULE

Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with Line Items 1A, 1B, 1C, 1D, 2A, 2B, and 3.

P. OVERTIME LABOR RATES

Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.

Q. PRIVATE WORK

The Contractor and any subcontractors shall be prohibited from performing private work in Orange County while actively engaged in delivering services under this contract, nor shall they perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or subcontractor may already have in place at the time of the Notice to Proceed.

R. TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

Temporary Debris Storage and Reduction Sites (TDSRS) identified by the County may change from year to year. For this reason, it shall be the Contractor's responsibility to visit the County identified TDSRS no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance. The Contractor may select their own sites subject to County approval and at no cost to the County.

ATTACHMENT B – REVISED FEE SCHEDULE FOR

Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL

The Proposer shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed which shall include bonds, insurance, overhead and profit):

1A. Removal, loading, hauling, of all eligible debris and/or residue from designated work zones to the TDSRS as specified

Mileage Radius	Estimated Qty	Unit	Unit Price	TOTAL PRICE
0-15 miles	1,700,000	Cubic Yard	\$7.90	\$13,430,000.00
16 - 30 miles	500,000	Cubic Yard	\$8.70	\$ 4,350,000.00
31 - 60 miles	100,000	Cubic Yard	\$9.50	\$ 950,000.00

TOTAL ESTIMATED COST ITEM 1A:

\$ 18,730,000.00

1B. Remove, Load, Haul from Citizen Site all debris, storage and processing at TDSR, Final Disposal

Estimated QTY	Unit	Unit Price	TOTAL PRICE
20,000	Cubic Yard	\$8.50	\$170,000.00

TOTAL ESTIMATED COST ITEM 1B:

\$ 170,000.00

**ATTACHMENT B - REVISED FEE SCHEDULE FOR
Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

1C. Management and Processing of all eligible debris and/or residue at the TDSRS

Estimated QTY	Unit	Unit Price	TOTAL PRICE
2,300,000	Cubic Yard	\$5.25	\$12,075,000.00

TOTAL ESTIMATED COST ITEM 1C:

\$ 12,075,000.00

1D. Remove, load, haul and final disposal of all eligible debris and/or residue to a designated and authorized landfill or recycling facility from the TDSRS.

Mileage Radius	Estimated Qty	Unit	Unit Price	TOTAL PRICE
0-15 miles	15,000	Ton	\$14.00	\$ 210,000.00
16-30 miles	15,000	Ton	\$24.00	\$ 360,000.00
31-60 miles	19,000	Ton	\$30.00	\$ 570,000.00
61-90 miles	38,000	Ton	\$44.00	\$1,672,000.00
91+ miles	38,000	Ton	\$52.00	\$1,976,000.00

TOTAL ESTIMATED COST ITEM 1D:

\$ 4,788,000.00

TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, AND 1D:

\$ 35,763,000.00

**ATTACHMENT B – REVISED FEE SCHEDULE FOR
Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

2A. Hazardous Stumps, as specified (To include any fill dirt and seeding required to level and restore the removal area)

Diameter	Estimated Qty	Unit	Unit Price	TOTAL PRICE
25" to 48"	1,000	Each	\$350.00	\$350,000.00
Greater than 48"	1,000	Each	\$450.00	\$450,000.00

TOTAL ESTIMATED COST ITEM 2A:

\$ 800,000.00

2B. HAZARDOUS LIMBS

Diameter	Estimated Qty	Unit	Unit Price	TOTAL PRICE
Removal and disposal of hazardous hanging limbs greater than 2 inches in diameter.	1,500	Each	\$70.00	\$105,000.00

TOTAL ESTIMATED COST ITEM 2B:

\$ 105,000.00

TOTAL ESTIMATED FOR COST ITEMS 2A AND 2B:

\$ 905,000.00

ATTACHMENT B - REVISED FEE SCHEDULE FOR

Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL

3. Demolition of structures and processing of structural construction debris and materials (To include all manpower, equipment, materials, environmental mitigation, etc., as specified)				
Description	Estimated Qty	Unit	Unit Price	TOTAL PRICE
Demolish/Dispose of Predominately Concrete Block Structure	10,000	Cubic Yards	\$14.00	\$140,000.00
Demolish/Dispose of Predominately Wood Frame Structure	10,000	Cubic Yards	\$16.00	\$160.00
Demolish/Dispose of Predominately Metal/Steel Structure	10,000	Cubic Yards	\$12.00	\$120,000.00
Demolish/Dispose of Surface Improvements (Pool Deck, Driveways, Sidewalks, Slabs)	10,000	Cubic Yards	\$14.00	\$140,000.00
Septic Tank Abandonment and Removal	4	Each	\$800.00	\$3,200.00
Demolish and Remove Above-Ground Pool, Empty or Filled with Water	1,500	Square Feet	\$2.25	\$3,375.00
Excavate Dirt, Demolish and Remove In-Ground Concrete Pool Filled with Dirt	30,000	Square Feet	\$3.00	\$90,000.00
Excavate Dirt, Demolish and Remove In-Ground Fiberglass Pool Filled with Dirt	30,000	Square Feet	\$3.00	\$90,000.00
TOTAL ESTIMATED COST ITEM 3:				
\$ 746,575.00				

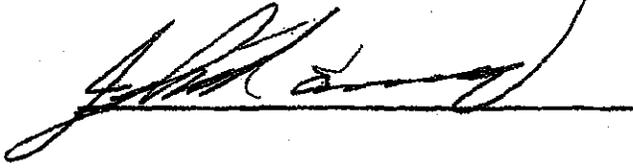
**ATTACHMENT B - REVISED FEE SCHEDULE FOR
Y15-1022-CH; DISASTER RECOVERY AND DEBRIS REMOVAL**

TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, 1D, 2A, 2B AND 3:

\$ 37,414,575.00

THE FEES IN PAGES **REVISED B-6** THROUGH **REVISED B-14** OF THIS FEE SCHEDULE ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

Proposer: CrowderGulf Joint Venture, Inc.

By: 

Date: 03/13/2015

All hourly/day equipment rates shall include operator, fuel and maintenance

35 Ton Crane, Grove GMK2035, or Equal	\$ 150.00	\$ 1,200.00
Stump Grinder, Vermeer SC752 or Equal	\$ 100.00	\$ 800.00
Stump Grinder, Vermeer SC60TX or Equal	\$ 100.00	\$ 800.00
Trackhoe, John Deere 200LC or Equal	\$ 100.00	\$ 800.00
Wheel Loader, John Deere 644 or Equal	\$ 110.00	\$ 1,040.00
Dozer, Caterpillar D-6R or Equal	\$ 125.00	\$ 1,000.00
Front End Loader, John Deere 544 or Equal	\$ 100.00	\$ 960.00
Rubber Tire Backhoe, John Deere 410G or Equal	\$ 65.00	\$ 520.00
Motor Grader, John Deere 670 or Equal	\$ 100.00	\$ 960.00
Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket	\$ 65.00	\$ 560.00
Tractor with Box Blade	\$ 45.00	\$ 360.00
50' Bucket Truck	\$ 120.00	\$ 1,200.00
Equipment Transport (Tractor w/50 ton Lowboy Trailer)	\$ 110.00	\$ 1,100.00
5-14 Cubic Yard Dump Truck	\$ 45.00	\$ 360.00
15-24 Cubic Yard Dump Truck	\$ 63.00	\$ 504.00
25-34 Cubic Yard Dump Truck	\$ 67.00	\$ 536.00
35-44 Cubic Yard Dump Truck	\$ 72.00	\$ 576.00
45-54 Cubic Yard Dump Truck	\$ 82.00	\$ 656.00
55-64 Cubic Yard Dump Truck	\$ 87.00	\$ 696.00
65-74 Cubic Yard Dump Truck	\$ 97.00	\$ 776.00
75+ Cubic Yard Dump Truck	\$ 110.00	\$ 880.00
Tub Grinder, Diamond Z or Equal	\$ 500.00	\$ 4,400.00
Water Truck (2,000 Gallon)	\$ 70.00	\$ 560.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

Pickup Truck	\$ 16.00	\$ 128.00
Pickup Truck, Extended Cab	\$ 20.00	\$ 160.00
Pickup Truck, 4X4	\$ 30.00	\$ 240.00
Pickup Truck, 1 Ton	\$ 30.00	\$ 240.00
Box Truck	\$ 30.00	\$ 240.00
Passenger Car	\$ 14.00	\$ 96.00
20' Response Trailer	\$ 43.00	\$ 160.00
36' Response Trailer	\$ 50.00	\$ 240.00
Office Trailer	\$ NA	\$ 185.00
Flatbed Traller, 10 Ton w/Pintle Hitch	\$ 20.00	\$ 160.00
12' Work Boat w/Motor	\$ 20.00	\$ 160.00
12' Work Boat wo/Motor	\$ 15.00	\$ 150.00
Vacuum Truck/Jetter, 3,500 Gallon	\$ 240.00	\$ 1,920.00
Grapple/Knuckleboom Truck, 24 cu. yd.	\$ 135.00	\$ 1,350.00
30 Yard Roll Off Containers	\$ NA	\$ 500.00
Crew Cab	\$ 40.00	\$ 260.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

Personal Protective Equipment Level A, DuPont TK554T, or equal	\$ NA	\$ 575.00 each
Personal Protective Equipment Level B, DuPont TK555T, or equal	\$ NA	\$ 300.00 each
Personal Protective Equipment Level C	\$ NA	\$ 120.00 each
Cascade Air System	\$ 15.00	\$ 150.00
Air Filtration Panel	\$ 5.00	\$ 40.00
Airline Respirator (includes 150' of Airline), Scott 4500PSI, or equal	\$ 25.00	\$ 200.00
High Hazard Personnel Decontamination, TV1, or equal	\$ NA	\$ 20.00 / kit
Low Hazard Personnel Decontamination, HydroTherm #4, or equal	\$ NA	\$ 8.00 / kit
Portable Eyewash Station	\$ 15.00	\$ 120.00
First Aid Station	\$ 10.00	\$ 100.00
Personnel Retrieval System	\$ 5.00	\$ 40.00
Personnel Retrieval Harness	\$ 3.00	\$ 24.00
Combustible Gas Indicator, Ion Science, or equal	\$ 15.00	\$ 120.00
Toxic Gas Detector, Ion Science, or equal	\$ 25.00	\$ 200.00
Photoionization Detector	\$ 15.00	\$ 120.00
Hazmat Kit	\$ NA	\$ 40.00 / kit
Hand Auger, Stainless Steel	\$ 1.00	\$ 8.00
Mechanized Broom	\$ 50.00	\$ 400.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

Hand Operated Transfer Pump	\$ 1.00	\$ 8.00
1" Diaphragm Pump	\$ 15.00	\$ 120.00
2" Diaphragm Pump	\$ 15.00	\$ 120.00
2" Diaphragm Pump S.S.	\$ 30.00	\$ 240.00
3" Diaphragm Pump	\$ 14.00	\$ 112.00
6" Diaphragm Pump	\$ 32.00	\$ 141.00
1" Suction or Discharge Hose	\$ 1.00	\$ 8.00
2" Suction or Discharge Hose	\$ 1.50	\$ 12.00
3" Suction or Discharge Hose	\$ 2.00	\$ 16.00
6" Suction or Discharge Hose	\$ 2.25	\$ 111.25 / wk
2" Chemical Suction or Discharge Hose	\$ 1.00	\$ 16.00
3" Chemical Suction or Discharge Hose	\$ 2.50	\$ 20.00
6" Chemical Suction or Discharge Hose	\$ 5.00	\$ 40.00
Small Compressor	\$ 12.00	\$ 96.00
185 CFM Compressor	\$ 25.00	\$ 200.00
Air-hose Section	\$ 3.00	\$ 24.00
Portable Light Stand	\$ 20.00	\$ 160.00
Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	\$ 972.00	\$ 2916.00
Electrical Cable Section (50')	\$ 2.00	\$ 16.00
Spike Bar	\$ NA	\$ 25.00 each
Airless Spray	\$ 3.00	\$ 24.00
Pressure Washer	\$ 30.00	\$ 240.00
Floating Environmental Screens Type 1 Turbidity Curtain	\$	\$ 611.00

Proposer: CrowderGulf Joint Venture, Inc.

Y15-1022-CH
Addendum #1
March 6, 2015

REVISED B-9

All hourly/day equipment rates shall include operator, fuel and maintenance

Environmental Mats (Rental)	\$ 2.50	\$ 9.00
Water hose Section (Garden)	\$ 1.00	\$ 8.00
Cutting Torch	\$ 2.00	\$ 16.00
Wire Welder	\$ 5.00	\$ 40.00
Air Blower	\$ 3.00	\$ 24.00
HEPA Vac	\$ 35.00	\$ 280.00
Barrel Cart	\$ 2.00	\$ 16.00
Wheelbarrow	\$ 2.00	\$ 16.00
Oil Dry Spreader	\$ 2.00	\$ 16.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$ 20.00	\$ 160.00
Drill with Bits	\$ 5.00	\$ 40.00
Grounding Cable and Rod	\$ 1.00	\$ 8.00
Circular Saw	\$ 3.00	\$ 24.00
Hand Tools Per Employee (Shovels, brooms, etc.)	\$ 2.00	\$ 16.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	\$ 4.00	\$ 32.00
Wrench Kit (Bung wrench, speed wrench, etc.)	\$ 2.00	\$ 16.00
Step Ladder	\$ 1.00	\$ 8.00
Extension Ladder	\$ 1.00	\$ 8.00
Photographic Equipment	\$ 7.00	\$ 50.00
Portable Toilet	\$ NA	\$ 16.00
Level A Suit, DuPont RS562T	\$ NA	\$700.00 each
Level B Suite, DuPont C3123T	\$ NA	\$300.00 each
Level C Suite, DuPont C2127T	\$ NA	\$240.00 each

Proposer: CrowderGulf Joint Venture, Inc.

Y15-1022-CH
Addendum #1
March 6, 2015

REVISED B-10

All hourly/day equipment rates shall include operator, fuel and maintenance

Proshield, DuPont NG127s, or equal	\$ NA	\$ 90.00 each
Saranex, DuPont SL127T, or equal	\$ NA	\$ 18.00 each
Acid Suit	\$ NA	\$ 90.00 each
Rain Suit	\$ NA	\$ 30.00 each
Noeprene Gloves, pair	\$ NA	\$ 7.00 pair
Nitrile Gloves, pair, 15 mil, 13"	\$ NA	\$ 10.00 pair
Silvershield Gloves, pair	\$ NA	\$ 10.00 pair
PVC Gloves, pair	\$ NA	\$ 0.80 pair
Cotton or Latex Gloves, pair	\$ NA	\$ 1.20 pair
Leather Work Gloves, pair	\$ NA	\$ 7.00 pair
PVC Boots (Hazmat), pair	\$ NA	\$ 8.00 pair
Boot Covers, pair	\$ NA	\$ 12.00 pair
Hearing Protection	\$ NA	\$ 2.00 pair
Detector Tubes	\$ NA	\$ 18.00 pair
Ph Paper	\$ NA	\$ 25.00 box
Spill Classifier	\$ NA	\$ 10.00 each
Vehicle Use – Pickup, Vans, Cars	\$ 15.00	\$ 120.00
Vehicle Use – Trailers, Heavy Trucks	\$ 80.00	\$ 640.00
SCBA Bottle Refill	\$ NA	\$ 12.00 each
Respirator Airline, 50' Section	\$ 2.00	\$ 16.00
Respirator Cartridges	\$ NA	\$ 28.00
Handheld Radios	\$ 4.00	\$ 32.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

5"X10' Absorbent Boom- Petroleum, CEP-WB510 equal	\$ NA	\$ 95.00 bale
8"X10' Absorbent Boom – Petroleum, CEP- WB810, or equal	\$ NA	\$ 150.00 bale
3"X12' Absorbent Boom – Universal, CEP- HAZSOCIO, or equal	\$ NA	\$ 60.00 bale
Absorbent Pads Bundle – Petroleum, CEP- WP100H, or equal	\$ NA	\$ 70.00 bundle
Absorbent Pads Bundle – Universal, CEP- OPP15, or equal	\$ NA	\$ 120.00 bundle
Oil Dry, CEP-FLAB50, or equal	\$ NA	\$ 10.00 bag
Peat Moss, CEPEXSORB, or equal	\$ NA	\$ 55.00 bag
Vermiculite, CEP-VERM4, or equal	\$ NA	\$ 30.00 bag
Soda Ash Bag, CEP-SODASH, or equal	\$ NA	\$ 30.00 bag
4 mil 20X100 Polyethylene	\$ NA	\$ 57.00 roll
6 mil 20X100 Polyethylene	\$ NA	\$ 65.00 roll
6 mil Bags	\$ NA	\$ 60.00 roll
Duct Tape, roll	\$ NA	\$ 4.00 roll
55 – Gallon Drum, CEP-SD55THNEW, or equal	\$ NA	\$ 45.00 each
55 – Gallon Drum Liners, 10 mil	\$ NA	\$ 7.00 each
Fiber Drums, CEP-FIB30L, or equal	\$ NA	\$ 40.00 each
30 Gallon Over-pack, CEP-1230YE, or equal	\$ NA	\$ 60.00 each
95 Gallon Poly Over-pack, CEP1237YE, or equal	\$ NA	\$ 225.00 each
DOT Hazardous Waste Labels	\$ NA	\$ 40.00 box
Fire Extinguisher	\$ NA	\$ 30.00 each
Caution/Hazard Tape	\$ NA	\$ 15.00 roll
Respirator Wipes	\$ NA	\$ 20.00 box
Kappler ChemTape, 10' roll	\$ NA	\$ 20.00 roll
Tarps, (12 x 16) Each	\$ 2.00	\$ 15.00
Tarps, (8 x 10) Each	\$ 1.00	\$ 8.00
Tarps, (20 x 24) Each	\$ 3.00	\$ 25.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

Bottled Drinking Water, 1 gallon	\$0.80 per gallon	\$ NA
Packaged Ice, pound	\$0.14 per pound	\$ NA
Meals Ready to Eat, each	\$ 4.50 each	\$ NA
Climber with Gear	\$ 90.00	\$ 720.00
Superintendent with Truck	\$ 65.00	\$ 520.00
Foreman with Truck	\$ 48.00	\$ 384.00
Operator with Chainsaw	\$ 36.00	\$ 288.00
Survey Personnel with Vehicle	\$ 30.00	\$ 240.00
Traffic Control Personnel	\$ 30.00	\$ 240.00
Inspector with Vehicle	\$ 40.00	\$ 320.00
Safety Superintendent	\$ 54.00	\$ 432.00
Laborer	\$ 28.00	\$ 224.00
Project Coordinator	\$ 70.00	\$ 560.00
Field Hazardous Material Manager	\$ 125.00	\$ 1,000.00
Hazardous Material Containment Area Manager	\$ 70.00	\$ 560.00
Field Project Supervisor	\$ 50.00	\$ 400.00
Hazardous Material Containment Area Supervisor	\$ 75.00	\$ 600.00
Field Project Foreman	\$ 40.00	\$ 320.00
Hazardous Material Containment Area Foreman	\$ 55.00	\$ 440.00
Field Hazardous Material Technician	\$ 45.00	\$ 360.00
Hazardous Material Containment Area Technician	\$ 50.00	\$ 400.00
Health and Safety Specialist	\$ 55.00	\$ 440.00

Proposer: CrowderGulf Joint Venture, Inc.

All hourly/day equipment rates shall include operator, fuel and maintenance

Project Engineer	\$ 70.00	\$ 560.00
Project Geologist	\$ 70.00	\$ 560.00
Chemist	\$ 65.00	\$ 520.00
Regulatory Manager	\$ 130.00	\$ 1,040.00
Equipment Operator	\$ 40.00	\$ 320.00
Asbestos Abatement Supervisor	\$ 55.00	\$ 440.00
Asbestos Abatement Worker	\$ 45.00	\$ 360.00
Asbestos Inspector	\$ 50.00	\$ 400.00
Truck Driver	\$ 35.00	\$ 280.00
Administrative Assistant	\$ 45.00	\$ 360.00
Clerical	\$ 35.00	\$ 280.00

	Unit	Unit Price
Storm Sewer Cleaning	Foot	\$ 8.00
White Goods, as specified	Each	\$ 50.00
Freon Recovery, as specified	Pound	\$ 40.00
Dead Animal Removal and Disposal	Pound	\$ 1.00
Fill Dirt	Cu. yard	\$ 15.00
Construction & Demolition Debris	Ton	\$ 100.00
Marine Debris Removal	Cubic Yard	\$ 42.00

Proposer: CrowderGulf Joint Venture, Inc.

EMERGENCY CONTACT

Emergency Contact Person: Ashley Ramsay

Telephone Number: (800) 992-6207 Cell Phone Number: (646) 872-1548

Residence Telephone Number: (251) 459-7430

Email Address: aramsay@crowdergulf.com

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 03/06/2015 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

PROPOSAL RESPONSE DOCUMENTS SHALL INCLUDE THE FOLLOWING:

1. Qualifications of Firm (Refer to Page 12, Paragraph 1)
2. Qualifications of Staff (Refer to Page 13, Paragraph 2)
3. Technical Approach (Refer to Page 13, Paragraph 3)
4. Fee Schedule (Pages REVISED B-1 through REVISED B-15)
5. Schedule of Subcontracting (Page B-16)
6. Conflict/Non-Conflict of Interest Statement (Page B-17)
7. Authorized Signatories/Negotiators (Page B-18)
8. Drug-Free Workplace Form (Page B-19)
9. E Verification Certification (Page B-20)
10. Relationship Disclosure Form (OC CE Form 2P)
11. Orange County Specific Project Expenditure Report
12. Agent Authorization Form
13. Performance Bond (Attachment H)
14. Payment Bond (Attachment I)
15. References (Attachment J)

FEDERAL EMERGENCY MANAGEMENT AGENCY, DHS
Required Federal Provisions
Title 44 Code of Federal Regulations (CFR) 13.36
Y15-1022
Disaster Recovery and Debris Removal

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(l)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(l)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

Contract Work Hours and Safety Standards

1. **Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.**
2. **Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.**
3. **Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.**

Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

3. IMPLEMENTATION OF THE ENERGY POLICY AND CONSERVATION ACT (PUB. L. 94-163, 89 Stat. 871)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That the firm agrees to comply and remain in compliance with all the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871).

4. AUDITING:

The Contractor shall retain all books, records, and other documents to this Contract for five (5) years after final payment. 44 CFR, 13.36, Procurement, provides the U.S. Comptroller General and his representatives with the authority to:

- (a) Examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
- (b) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under 44 CFR, 13.36, Procurement with respect to this Contract, which is funded with funds made available under the Federal Emergency Relief Program, further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

The Comptroller General, or designee shall have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract.

The County's representatives shall have, in addition to any other audit or inspection right in this Contract, all the audit and inspection rights contained in this section.

4. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

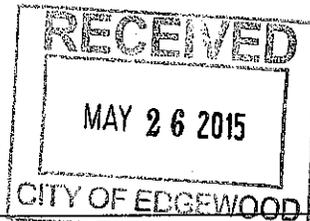
6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com



TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: May 20, 2015

SUBJECT: 89th Annual FLC Conference – *Florida Cities: A Public Conversation*
VOTING DELEGATE INFORMATION
August 13-15, 2015 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 13-15. This year the theme for this year's conference is *Florida Cities: A Public Conversation*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2014.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 7, 2015.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency**, Mayor, Hawthorne
First Vice President **Susan Haynie**, Mayor, Boca Raton • Second Vice President **Vacancy**
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**89th Annual Conference
Florida League of Cities, Inc.
August 13-15, 2015
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

ORDINANCE NO. 2015-05

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA FORMALLY RENAMING MAIN STREET (AKA MAGNOLIA STREET) AS MAGNOLIA STREET PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Main Street, as shown on the Tropical Pines Subdivision plat recorded at Book J, Page in the Official Records of Orange County, Florida has been known and identified for many years as Magnolia Street; and

WHEREAS, in order to avoid confusion, the City Council finds its necessary and appropriate to formally rename Main Street as identified in the above referenced plat to Magnolia Street to conform the official records to common usage.

NOW THEREFORE, BE IT ENACTED, by the City Council of Edgewood, Florida as follows:

Section 1. The name of the following street located within the Tropical Pines Subdivision plat as recorded in Book J, Page 11, Orange County, Florida is amended as follows:

<u>Present Street Name</u>	<u>New Street Name</u>
Main Street	Magnolia Street

Section 2: The name change shall be effective upon submission and recording of the name change to the Orange County Comptroller.

Section 3: The new street name shall be submitted to the 911 coordinator by the City.

Section 4: The street sign shall be posted in a manner to comply with 911 requirements.

Section 5: Conflicts. All ordinances or parts thereof in conflict herewith, are and the same are hereby repealed.

Section 5: Severability. If any section, paragraph, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6: Effective Date. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: June 16, 2015

PASSED ON SECOND READING: _____

John Dowless, Council President

ATTEST:

Bea L. Meeks, MMC
City Clerk

From the desk of the City Clerk....

B

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council
Members, Powell, Henley and Drummond

DATE: July 14, 2015

RE: Request to set tentative ad valorem millage rate and establish public
hearings on the proposed budget and millage for Fiscal Year
2015/2016

The purpose of this memorandum is to recommend that the Edgewood City Council set the proposed operating millage rate for Fiscal Year 2015/2016. The highest allowable millage rate for a taxing entity is ten mills.

- The millage rate for Fiscal Year 2014/2015 is 4.7000.
- The rolled-back rate, based on the Property Appraiser's Certification of Taxable Value for the current Calendar Year is 4.559 mills. The rolled-back rate is that millage rate that will generate the same ad valorem tax proceeds as the prior year exclusive of any new construction.
- That the rate requested be the maximum allowed by state law given the limitations of property tax reform legislation. The adoption of the highest allowable millage rate gives City Council the maximum flexibility in ultimately establishing the final millage rate after the budget workshop(s) in August and the two required public hearings in September.
- Any modification of the tentative rate by City Council during the budget workshop(s) and the public hearings can only be a decrease from the proposed millage rate.

In the June 16, 2015 City Council meeting, Council agreed to hold the first public hearing on the tentative budget and millage on **Monday, September 7, 2015** in the Council Chamber of City Hall at 6:30 p.m. *This date will need to be changed, as this is Labor Day.* For this reason, I am requesting that the public hearing/adoption of the tentative budget and proposed millage be **Tuesday, September 8, 2015 at 6:30 p.m.** This is a special meeting date. This first public hearing is advertised on the Notice of Proposed Property Taxes (TRIM Notice) and is mailed to taxpayers by the Orange County Property Appraiser.

Within 15 days following the tentative budget hearing, the City must advertise its intent to adopt a final millage rate and budget in a newspaper of general paid circulation within the town. The second public hearing on the budget must be held within two to five days after the date the advertisement is published. Accordingly, I recommended that City Council set the second public hearing for **Monday, September 21, 2015** at 6:30 p.m.

Recommendation:

1. Direct City staff to set the millage at the highest allowable rate given property tax reform.
2. For alternative consideration and direction, Staff is providing Council with information showing three proposed millage rates.
3. Advise the Orange County Property Appraiser's Office of the tentative ad valorem millage rate and public hearing date on the appropriate Form 420 in accordance with Truth in Millage (TRIM) requirements.

Other:

Motion Language

Millage

I move to set the City of Edgewood's tentative millage rate for Fiscal Year 2015/2016 at

Budget

I move to schedule the first public hearing on the City of Edgewood's Fiscal Year 2015/2016 tentative budget and millage rate, as a Special Council Meeting on Tuesday, September 8, 2015, at 6:30 p.m.

Millage History

1998 – 2000	3.9000
2001	4.1000
2002 – 2007	4.7000
2008 – 2011	3.9500
2012 – 2015	4.7000

¹ The Florida Constitution caps the millage rate assessed against the value of the property at 10 mills per taxing entity. That is, taxing units are prohibited from levying more than \$10 in taxes per \$1,000 of taxable value on properties they tax, without obtaining voter approval at least every two years.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2015	County: Orange
Principal Authority: City of Edgewood	Taxing Authority: City of Edgewood

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	272,238,568	(1)
2.	Current year taxable value of personal property for operating purposes	\$	9,509,399	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	339,866	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	292,087,833	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,765,598	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	290,322,235	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	274,297,965	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date:	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage rate <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	4.7000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	1,289,200	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	1,289,200	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	290,322,235	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	4.4406	per \$1000	(16)
17.	Current year proposed operating millage rate	4.7000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	1,372,813	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUS  **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	\$	1,289,200	(22)
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)		4.4406 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$	1,297,045	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all DR-420 forms)	\$	1,372,813	(25)
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)		4.7000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1 , multiplied by 100)		5.84%	(27)

First public budget hearing	Date : September 8, 2015	Time : 6:30 p.m.	Place : Edgewood City Hall - Council Chamber 405 Larue Avenue, Edgewood, FL 32809
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

Instructions on page 3



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2015		County: Orange	
Principal Authority: City of Edgewood		Taxing Authority: City of Edgewood	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.4406	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2014 Form DR-420MM, Line 13	5.6367	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	4.7000	per \$1,000 (4)
<i>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</i>			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 274,297,965	(5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 1,545,998	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 1,545,998	(8)
9.	Adjusted current year taxable value from Current Year Form DR-420 Line 15	\$ 290,322,235	(9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	5.3251	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter line 2)</i>	5.3251	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0196	(12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	5.4295	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	5.9725	per \$1,000 (14)
15.	Current year proposed millage rate	4.7000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
<input checked="" type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>		
<input type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	5.4295	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 292,087,833	(18)

Continued on page 2

Taxing Authority : City of Edgewood		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$	1,372,813 (19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$	1,585,891 (20)
<div style="display: flex; justify-content: space-between;"> DEPENDENT SPECIAL DISTRICTS AND MSTUS STOP HERE, SIGN AND SUBMIT </div>			
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)	\$	0 (21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$	1,372,813 (22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM-P)	\$	0 (23)
24.	Total taxes at maximum millage rate (Line 20 plus Line 23)	\$	1,585,891 (24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mayor	Bea L. Meeks, City Clerk	
	Mailing Address :	Physical Address :	
405 Larue Avenue	405 Larue Avenue		
City, State, Zip :	Phone Number :	Fax Number :	
Edgewood, FL 32809	407-851-2920	407-851-7362	

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Proposed 3.2000

Year: 2015	County: Orange
Principal Authority: City of Edgewood	Taxing Authority: City of Edgewood

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	272,238,568	(1)
2.	Current year taxable value of personal property for operating purposes	\$	19,509,399	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	339,866	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	292,087,833	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,765,598	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	290,322,235	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	274,297,965	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, Certification of Voted Debt Millage forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date:	

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-

10.	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)		4.7000	per \$1,000 (10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$	1,289,200	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	1,289,200	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	290,322,235	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)		4.4406	per \$1000 (16)
17.	Current year proposed operating millage rate		5.2000	per \$1000 (17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	1,518,857	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)



22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	\$	1,289,200	(22)
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)		4.4406 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$	1,297,045	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all DR-420 forms)	\$	1,518,857	(25)
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)		5.2000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)		17.10 %	(27)

First public budget hearing	Date : September 8, 2015	Time : 6:30 p.m.	Place : Edgewood City Hall - Council Chamber 405 Larue Avenue, Edgewood, FL 32809
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S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title :		
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2015		County: Orange	
Principal Authority: City of Edgewood		Taxing Authority: City of Edgewood	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.4406	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2014 Form DR-420MM, Line 13	5.6362	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	4.7000	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 10. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 274,297,965	(5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 1,545,998	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 1,545,998	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 290,322,235	(9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	5.3251	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	5.3251	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0196	(12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	5.4295	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	5.9725	per \$1,000 (14)
15.	Current year proposed millage rate	5.2000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one) (16)		
<input checked="" type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>		
<input type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	5.4295	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 292,087,833	(18)

Continued on page 2

Taxing Authority : City of Edgewood		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$ 1,518,857	(19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$ 1,585,891	(20)
 STOP HERE SIGN AND SUBMIT			
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)	\$ 0	(21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$ 1,518,857	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM-P)	\$ 0	(23)
24.	Total taxes at maximum millage rate (Line 20 plus Line 23)	\$ 1,585,891	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mayor	Bea L. Meeks, City Clerk	
	Mailing Address :	Physical Address :	
405 Larue Avenue	405 Larue Avenue		
City, State, Zip :	Phone Number :	Fax Number :	
Edgewood, FL 32809	407-851-2920	407-851-7362	

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2015	County: Orange
Principal Authority: City of Edgewood	Taxing Authority: City of Edgewood

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	272,238,568	(1)
2.	Current year taxable value of personal property for operating purposes	\$	19,509,399	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	339,866	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	292,087,833	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,765,598	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	290,322,235	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	274,297,965	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number (9)

	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date:		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		4.7000 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	1,289,200	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	1,289,200	(13)
	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	290,322,235	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		4.4406 per \$1000	(16)
17.	Current year proposed operating millage rate		5.5000 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	1,606,483	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)



22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	\$	1,289,200	(22)
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)		4.4406 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$	1,297,045	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all DR-420 forms)	\$	1,606,483	(25)
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)		5.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1 , multiplied by 100)		23.86 %	(27)

First public budget hearing	Date : September 8, 2015	Time : 6:30 p.m.	Place : Edgewood City Hall - Council Chamber 405 Larue Avenue, Edgewood, FL 32809
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

Instructions on page 3



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2015		County: Orange	
Principal Authority: City of Edgewood		Taxing Authority: City of Edgewood	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.4406 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2014 Form DR-420MM, Line 13	5.6362 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	4.7000 per \$1,000	(4)
<i>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</i>			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 274,297,965	(5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$ 1,545,998	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$ 1,545,998	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 290,322,235	(9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	5.3251 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	5.3251 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	1.0196	(12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	5.4295 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	5.9725 per \$1,000	(14)
15.	Current year proposed millage rate	5.5000 per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one) (16)		
<input type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>		
<input checked="" type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	5.9725 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 292,087,833	(18)

Continued on page 2

Taxing Authority : City of Edgewood		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$	1,744,495 (19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$	1,606,483 (20)
<div style="display: flex; justify-content: space-between;"> DEPENDENT SPECIAL DISTRICTS AND MSTUS STOP HERE SIGN AND SUBMIT </div>			
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)	\$	0 (21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$	1,744,495 (22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM-P)	\$	0 (23)
24.	Total taxes at maximum millage rate (Line 20 plus Line 23)	\$	1,606,483 (24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : Mayor	Contact Name and Contact Title : Bea L. Meeks, City Clerk	
	Mailing Address : 405 Larue Avenue	Physical Address : 405 Larue Avenue	
	City, State, Zip : Edgewood, FL 32809	Phone Number : 407-851-2920	Fax Number : 407-851-7362

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

AD VALOREM		
MILLAGE	TOTAL TAXABLE VALUE	TOTAL REVENUES @ 95%
4.7000	\$ 272,238,568.00	\$ 1,215,545.21
5.2000	\$ 272,238,568.00	\$ 1,344,858.53
5.5000	\$ 272,238,568.00	\$ 1,422,446.52
	Line 4/DR-420	
Each millage rate must include at least 95% ad valorem proceeds in the budget: Line 4 (DR420 x .95 x Tentative/Advertised Millage = Minimum Requirement		
	TOTAL TAXABLE VALUE =Line 1 on DR 420	Amount*.95*MR/1000
TANGIBLE TAX		
4.7000	\$ 19,849,265.00	\$ 88,626.97
5.2000	\$ 19,849,265.00	\$ 98,055.37
5.5000	\$ 19,849,265.00	\$ 103,712.41
	Tangible Tax = total of lines 2 & 3 on DR 420	

From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

RB

TO: Mayor Bagshaw, Council President Dowless, Council Members, Powell, Henley and Drummond

DATE: July 14, 2015

RE: Planning & Zoning Board Recommendations Regarding Two Applications for Variance s

A Planning and Zoning Board meeting was held on July 13, 2015. The Board reviewed and considered two (2) applications for a variance. The Planning & Zoning Board's recommendations regarding these applications are as follows:

Variance Application for Susan Fortini at 5125 The Oaks Circle: Var#2015-02

There were sixty-one Notices mailed regarding Susan Fortini's Application For Variance. There was one Notice returned to City Hall after the Planning & Zoning Board meeting was held. There were two written responses provided to staff. **Tom Hansel**, who indicated he has Power of Attorney for his father Ralph Hansel (adjacent property owner to applicant). Initially Mr. Hansel said he did not object to the boat dock however, objected to the roof. Subsequently, Mr. Hansel has provided a written statement stating he now has no objection to the proposed boat dock. **Resident Copley**, 5109 The Oaks Circle, provided a response indicating they have no objection without a plan to review. However, they questioned whether there is sufficient space, as the property tapers (narrow). The resident said they would object to "unsightly visual outcome of a cramped dock plan". **Tina Demostene**, made an email inquiry with questions however, provided no comments. **Doug Langford**, reviewed the plan however, he provided no written comments.

There were no requests to speak at the Planning & Zoning Board meeting.

Motion by Planning & Zoning Board Member Lomas to move forward to Council with a recommendation to approve the Fortini Variance request; Seconded by Planning & Zoning Board Member Rayburn. Unanimously approved 4/0.

Variance Application for Jeff & Hayley Baker at 5566 Jessamine Lane: Var#2015-01

There were thirty-three Notices mailed regarding the Application For Variance; one Notice was returned to City Hall prior to the Planning & Zoning Board meeting. **Bonnie Burke** sent an email request for information regarding the Variance; she was emailed a copy of the agenda documents that the Planning & Zoning Board received. **Mike Teague** requested a copy of the application and was emailed a copy of the agenda documents that were provided to the Planning & Zoning Board.

There were six requests to speak at the Planning & Zoning Board meeting. Resident Paul Williamson was one of the speakers; he also provided a letter to the Board. With the exception of resident, Cedric Beemer and the contractor, David Konkol, the speakers and written comments provided listed their concerns and/or opposition to the Variance request.

- 1) Variance in Section 134-483 to allow a detached garage and a tennis/basketball court, both viewed as accessory structures, in front of the proposed house.

Motion by Planning & Zoning Board Member Rayburn to move forward to Council with a recommendation to approve the detached garage; Seconded by Planning & Zoning Board Member Lomas. Unanimously approved 4/0.

Motion by Planning & Zoning Board Member Rader to move forward to Council with a recommendation to approve the tennis/basketball court with conditions; Seconded by Planning & Zoning Board Member Lomas. Unanimously approved 4/0.

Condition 1: There shall be no lighting of the tennis/basketball court. Any requests in the future for lighting will not be approved unless an amendment to this variance for such is granted by City Council after review by the Planning & Zoning Board.

Condition 2: Applicant shall install and maintain an opaque vegetation buffer that screens the chain link fence on the west side of the tennis court. The buffer shall run parallel to the fence to be installed along the property line.

Plant material used to satisfy this condition must meet or exceed "Florida No. 1," to be at least 6 feet in height at planting and spaced no more than 30 inches apart at planting. A permanent

underground central irrigation system providing 100 percent coverage of all landscape/buffer areas is required.

- 2) Variance in Section 134-517 to allow the construction of a fence or wall greater than 4 feet in height in front of the building line: requested 6 feet in height.

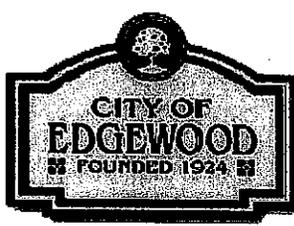
Motion by Planning & Zoning Board Chairperson Dunay to move forward to Council with a recommendation to approve a fence greater than 4 feet in height in front of the building line; Seconded by Planning & Zoning Board Member Rayburn. Unanimously approved 4/0.

Condition 1: If a security gate is to be used, the gate shall be setback at least 20 feet from the edge of Jessamine Lane pavement to prevent blocking other vehicles use of Jessamine Lane.

Condition 2: The fence shall not exceed 6 feet in height and shall be similar in architectural style as the fence on the neighboring property, including the use of stone columns along the front property line. Stone columns shall not exceed 7 feet 4 inches in height.

Condition 3: Subject to site plan approval to ensure there is no impairment of sight lines in relationship to the right-of-way.

¹ Returned from the Post Office



405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

MEMORANDUM

TO: MS. BEA MEEKS, CITY CLERK
FROM: SAM J. SEBAALI, P.E., FLORIDA ENGINEERING GROUP, INC. - CITY ENGINEER
DATE: JUNE 24, 2015
SUBJECT: VARIANCE FOR BOAT DOCK CONSTRUCTION – LAKE GATLIN
5125 THE OAKS CIRCLE
SUSAN FORTINI, OWNER
FEG 11-081 - TA-15-012

Pursuant to your request, I have reviewed the additional information for the subject variance application submittal, which was received by FEG on June 15, 2015. The submittal is for a proposed boat dock replacement on Lake Gatlin at 5125 The Oaks Circle. The existing boat dock does not have a roof, and the replacement boat dock will add a roof.

The variance application, which was submitted, indicates that the applicant is requesting a variance from Section 14-11(b)(1), which is for Minimum Side Setbacks.

Pursuant to Section 14-11(b)(1) of the City Code, *Minimum side setbacks—Lake and canal properties. Boat docks and associated structures shall have a minimum side setback of ten feet from the projected property line of abutting shoreline owners. If the side setback is less than 15 feet, then the applicant shall submit notarized, original, signed letters of no objection from the abutting shoreline property owners. The letter of no objection must identify the site plan and construction plan for the proposed dock, and a copy of the site plan and construction plan must be attached to the letter submitted to the city. For purposes of this determination, and in the absence of property lines that already project into the water body, the projected property line of abutting shoreline owners shall be construed to mean a line projecting from the shoreline into the water 90 degrees from the abutting property owner's shoreline.*

The current boat dock has deficient side setbacks at the west and east abutting property lines. Specifically, on the west side, the existing boat dock encroaches 0.1 ft. over the abutting property line; and the setback on the east side of the existing boat dock is approximately 2 ft. from the abutting property line.

As per Section 1411(b)(1) of the City Code, the minimum required setback is 10 feet. However, if the side setback is less than 15 feet, then the applicant shall submit notarized, original, signed letters of no objection from the abutting shoreline property owners.

FILE: FEG 11-081; TA-15-012

The applicant is requesting a reduction of the side setback from the minimum required 10 ft. to 0 ft on the west and east property lines.

The applicant has stated that the abutting shoreline property owner to the west has no objection to this request, and the abutting shoreline owner to the east objects. A letter of no objection was provided by the applicant from the abutting shoreline property owner to the west.

Pursuant to Section 14-11(c)(4) of the City Code, Decision by city council. The city engineer is not authorized to approve any applications where there are objections from any shoreline property owner within 300 feet of the property or other property owner entitled to notice under subsection (2) above, or where the city engineer or building official, in his or her discretion, believes the application should be decided by city council. When an application for a boat dock must be decided by city council, the applicant shall submit a total of nine site plans and three sets of engineered construction plans to the city clerk's office.

Based on the stated objection of the variance request, this application should be decided by City Council.

As relates to the variance justifications, we offer the following input:

Given that the new boat dock is a replacement, which is similar in size to the existing boat dock and has relatively similar side setbacks to the existing side setbacks, we would support the setback variance request. However, the addition of a roof changes the character of the existing boat dock and appears to impair the lake view visibility from the abutting property owner on the east side given the orientation of the boat dock, which is to the northeast. Pursuant to Section 14-11(c)(4)a. of the City Code, *in determining whether to approve, deny, or approve with conditions the application, city council shall determine whether the application has been satisfactorily completed and whether the minimum criteria set forth above for issuance of the dock permit have been met. In addition, city council shall apply the following criteria:*

1. Possible obstruction to navigability;
2. Unreasonable impairment of lake view visibility from abutting properties;
3. Hazardous or safety conditions; and
4. Whether the proposed structure unreasonably interferes with the riparian or littoral rights of other property owners. "Unreasonable Interference" shall include but not be limited to: (a) proximity of docks of abutting property owners; (b) access for boaters and swimmers; and (c) any unusual configuration of the shoreline which would cause the proposed dock to restrict access to sections of the waterway.

In our opinion, the applicant has reasonably addressed Items 1, 3, and 4 as part of their justifications for granting a variance.

The applicant has provided a variance justification as part of the application submittal, which addressed the requirements for granting a variance as stated under Section 14-11 d(2) of the City Code. These requirements are listed below:

- a. Average length of other docks in the surrounding 300-foot area;
- b. The reasonable use of the property by the owner;
- c. The effects the dock will have on navigation and safety of boaters;
- d. The overall general welfare of the neighborhood;
- e. Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;
- f. The effect of the proposed variance on abutting shoreline property owners;
- g. Whether the granting of the variance would be contrary to the intent and purpose and this article; and
- h. A variance from the maximum length of 65 feet may be granted if it is necessary to reach a water depth suitable for boating, but in no event shall a dock be extended in length beyond where the water depth will exceed five feet as measured from the normal high water elevation.

Based on the information provided in the application, it is our opinion that the applicant has adequately addressed the above items except for item f.

As part of the submittal, the applicant has stated that the abutting neighbor on the east side would lose minimal amount of lakefront visibility and that there would be approximately 30 feet of unobstructed shoreline view from the abutting the neighbor's property. Slides were included by the applicant in the submittal in support of this statement (slides 11 and 12).

In order to evaluate this item, we have inspected the site to observe the existing conditions and visualize the proposed boat dock with a covered roof and its impact on the neighbor to the east. We have included two photographs, which were taken from the east abutting neighbor's front yard to illustrate the existing shoreline view from the neighbor's front entry area. As can be seen in the photographs, the abutting owner to the east has a boat dock, which is not covered presumably to not impair their lake view visibility.

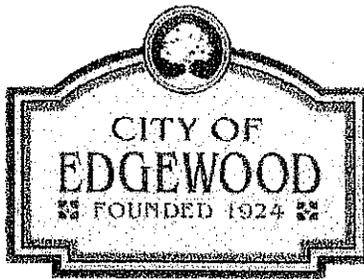
Based on our observations, the orientation of the new proposed dock will result in impairment of visibility from the neighbor's yard on the east side. It should be noted that the degree of impairment of visibility will depend on the location of the view point within the neighbor's yard and residence. Therefore, in some cases the impairment of visibility would be more or less severe than illustrated in the photographs.

Please contact me if you have any questions or would like to discuss.

Thank you.

END OF MEMORANDUM

FILE: FEG 11-081; TA-15-012



APPLICATION FOR VARIANCE

Reference: City of Edgewood Code of Ordinances, Section 126-588
PLANNING & ZONING BOARD
MAKE PAYMENTS TO:
CITY OF EDGEWOOD
FEE: \$350 RESIDENTIAL
\$750 COMMERCIAL

Please type or print. Complete carefully, answering each question and attaching all necessary documentation and additional pages as necessary.

PLANNING & ZONING MEETING DATE:	June 13, 2015
CITY COUNCIL DATE:	July 21, 2015

IMPORTANT: FILE BY THE SECOND WEDNESDAY OF THE MONTH FOR FIRST HEARING ON THE SECOND MONDAY OF THE FOLLOWING MONTH

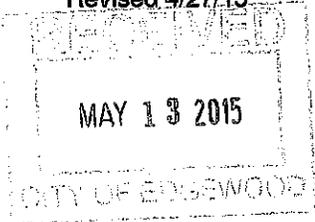
Please note this fee is non refundable.

NOTE: Notarized letter of authorization from Owner **MUST** be submitted if application is filed by anyone other than property owner

Applicant's Name:	Renea Anderson	Owner's Name:	Susan Fortini
Address:	13936 Marine Drive	Address:	5125 The Oaks Circle
Telephone:	407-275-8954	Telephone:	407-925-4439
Fax:	407-275-1508	Fax:	
Email:	cichra@bellsouth.net	Email:	susan.fortini@icloud.com
Parcel ID/Legal description:	13-23-29-7456-00-570		
Zoned:	R-1A		
Cite section of the Zoning Code from which variance is requested:	Section 14-11 (b)(1)		
Existing on site:	Existing dock		
Request:	Replace existing dock and add a roof		

Revised 4/27/15

1 of 3



405 Larue Avenue, Edgewood, Florida, 32809-3406
 Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

To justify this variance, applicant must demonstrate the following:

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do no result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non conforming use or other non conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

Applicant must agree that:

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

AGREE:	X	DISAGREE:	
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2. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

AGREE:	X	DISAGREE:	
---------------	----------	------------------	--

3. Concerning Ex parte communications, the applicant shall not speak to members of the Planning and Zoning Board of the City Council prior to the public hearing related to said variance request in order that said board members shall no prejudice themselves prior to said variance request coming before the City in an open proceeding where the decision making process and determination will be in full view of the public, thereby providing due process involving a fair opportunity for the presentation of both sides of the case in an open proceeding where a record of the proceedings may be kept

AGREE:	X	DISAGREE:	
---------------	----------	------------------	--

The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

Applicant's Signature:	<i>Renea Delyoung Anderson</i>	Date:	05/05/2015
Applicant's Printed Name:	Renea Anderson		
Owner's Signature:	<i>Susan H. Fortini</i>	Date	5/11/15
Owner's Printed Name:	Susan H. Fortini		

Please submit your completed application to City Hall via email at info@edgewood-fl.gov, via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Larue Ave. For additional questions, please contact City Hall at 407-851-2920.

Office Use Only:	
Rec'd Date:	
Rec'd By:	
Forwarded to:	
Notes:	

Revised 04/27/2015

405 Larue Avenue, Edgewood, Florida, 32809-3406
Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

3 of 3

ADDITIONAL INFORMATION - AS REQUESTED

Reference: City of Edgewood Code of Ordinances, Section 126-588
PLANNING & ZONING BOARD
MAKE PAYMENTS TO:
CITY OF EDGEWOOD
FEE: \$350 RESIDENTIAL
\$750 COMMERCIAL

*to
new
application*

Please type or print. Complete carefully, answering each question and attaching all necessary documentation and additional pages as necessary.

PLANNING & ZONING MEETING DATE:	<i>July 13, 2015</i>
CITY COUNCIL DATE:	<i>July 21, 2015</i>

Please note this fee is non-refundable

NOTE: Notarized letter of authorization from Owner **MUST** be submitted if application is filed by anyone other than property owner

Applicant's Name:	<i>SUSAN Fortini</i>	Applicant's Name:	<i>William Penner</i>
Address:	<i>5125 THE OAKS CIR</i>	Address:	<i>SAME</i>
Telephone:	<i>407.925.4439</i>	Telephone:	<i>407.925.3530</i>
Fax:		Fax:	
Email:	<i>SUSAN.Fortini@icloud.com</i>	Email:	
Parcel ID/Legal description:	<i>13-23-29-3364-00-200</i>		
Cite section of the Zoning Code from which variance is requested	<i>Section 14-11-(6)(1)</i>		
Existing on site:	<i>Existing Dock</i>		
Request:	<i>request New Dock w/COVER</i>		

*Zoning code
Provided*

To justify this variance, applicant must demonstrate the following:

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do not result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will not authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

Applicant must agree that:

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

2.

AGREE:	✓	DISAGREE:	
--------	---	-----------	--

3. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

4.

AGREE:	✓	DISAGREE:	
--------	---	-----------	--

3. Concerning Ex parte communications, the applicant shall not speak to members of the Planning and Zoning Board of the City Council prior to the public hearing related to said variance request in order that said board members shall not prejudice themselves prior to said variance request coming before the City in an open proceeding where the decision making process and determination will be in full view of the public, thereby providing due process involving a fair opportunity for the presentation of both sides of the case in an open proceeding where a record of the proceedings may be kept

AGREE:	✓	DISAGREE:	
--------	---	-----------	--

The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

Applicant's Signature:	<i>Susan H. Fortini</i>	Date:	<i>6/14/15</i>
Applicant's Printed Name:	<i>SUSAN H. FORTINI</i>		
Owner's Signature:	<i>Wm P. Pennor</i>	Date:	<i>6/14/2015</i>
Owner's Printed Name:	<i>William Pennor</i>		

Please submit your completed application to City Hall via email at bmeeeks@edgewood-fl.gov, via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Larue Ave. For additional questions, please contact City Hall at 407-851-2920.

Office Use Only	
Received Date	
Received By:	
Forwarded To:	
Notes:	

Revised 05/15/2015

2 of 3

405 Larue Avenue, Edgewood, Florida, 32809-3406
Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

June 15, 2015

MEMORANDUM

To: Bea Meeks, City Clerk
From: Susan Fortini/William Penner
Owners, 5125 The Oaks Circle

Subj: ADDITIONAL INFORMATION FOR VARIANCE REQUEST FOR BOAT DOCK
CONSTRUCTION-LAKE GATLIN

Ref: Memorandum from FEG/Sebaali-- FEG11-081—TA-15-012

Attached please find two copies of a revised Boat Dock Variance Application. Based on comments from Mr. Sebaali, we have addressed, in more detail, his concerns. Specifically the following items are provided within the body of the attached power point presentation and attached documents:

1. A new survey is attached showing the proposed setbacks on the site plan. This survey was conducted on June 3, 2015.
2. The Normal High Water line and Normal High Water Elevation are shown on this new survey and are labeled as such.
3. The average length of other docks in the surrounding 300' area is shown on Slide 10.
4. A letter of no objection, signed and notarized, from the adjacent property owner on the west side is attached. (Amy & Will Mims)

In addition to the items listed above, we have also addressed every requirement, point-by-point, for City Code Section 14-11 d (2), a-h. Please refer to Slides 7-8.

We hope that this information will be adequate to move this process forward so that we may present our case the P&Z Committee and City Council in July.

Sincerely,



SUSAN FORTINI



WILLIAM PENNER

To: The City of Edgewood, Florida
and
Orange County, Florida

Date: May 28, 2015

Re: Dock Plans for 5125 The Oaks Circle

Dear Sir/Madam,

I, Richard W. Mims, residing at 5125 THE OAKS CIRCLE Edgewood, FL 32809,
have reviewed the attached site and construction plans for the proposed dock to be constructed on Lake
Gatlin at 5125 The Oaks Circle, Edgewood, FL 32809. I show no objection to these plans as presented in
the attached pages.

Sincerely,

Richard W. Mims Signature

Richard W. Mims Printed Name

6/7/15 Date

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of June, 2015 by

(Notary Seal) Shannon C. Tavrdes
Signature of Notary Public-State of Florida



Shannon C. Tavrdes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF035169
Expires 8/1/2017

Personally know OR Produced Identification _____

Type of Identification Produced _____

To: The City of Edgewood, Florida
and
Orange County, Florida

Date: May 28, 2015

Re: Dock Plans for 5125 The Oaks Circle

Dear Sir/Madam,

Amy Mims, residing at 5117 The Oaks Circle Edgewood, FL 32809,
have reviewed the attached site and construction plans for the proposed dock to be constructed on Lake
Gatlin at 5125 The Oaks Circle, Edgewood, FL 32809. I show no objection to these plans as presented in
the attached pages.

Sincerely,

Amy D Mims Signature

Amy D. Mims Printed Name

6-7-15 Date

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of June, 2015 by

(Notary Seal) Shannon C. Tavrdes
Signature of Notary Public-State of Florida



Shannon C. Tavrdes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF035169
Expires 8/1/2017

Personally know X OR Produced Identification _____

Type of Identification Produced _____

TO: City of Edgewood, Orange County, Florida

Date: July 16, 2015

RE: Dock Plans for 5125 The Oaks Circle

I, Tom Hansel, on behalf of my father Ralph Hansel, and by the power given me in a Durable General Power of Attorney dated July 16, 2002, affirm that I have reviewed the site plan and constructions plans for the proposed dock to be constructed on Lake Gatlin at 5125 The Oaks Circle, Edgewood, FL 32809. I have no objection to these plans as presented.

Tom Hansel

Date: 07/16/15

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of July, 2015, by

Tom Hansel

(Signature) Borneels



(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

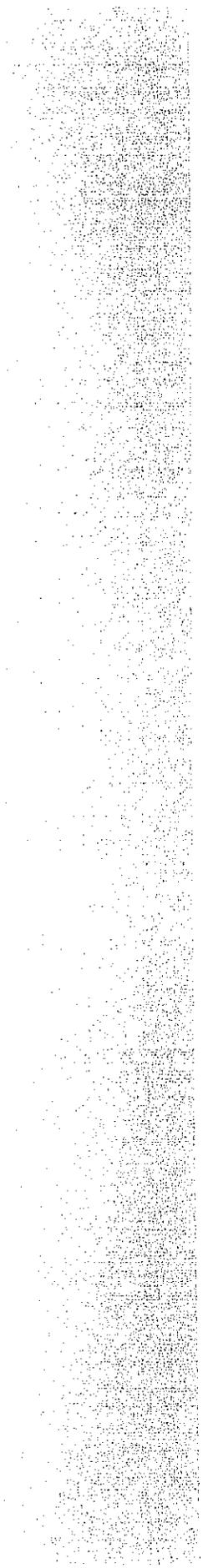
Personally Known OR Produced Identification

Type of Identification Produced _____

Request for Variance

Re-submitted 5.15.18

Fortini/Penner Residence
River Oaks
5125 The Oaks Circle
Edgewood FL 32809



Background

Home purchased in July 2014 from the Hewlett Family with existing dock

Construction date for existing dock unknown

Existing slip is too narrow to accommodate a small to medium size (19') bow rider boat

Existing hoist not rated for anything heavier than a john boat

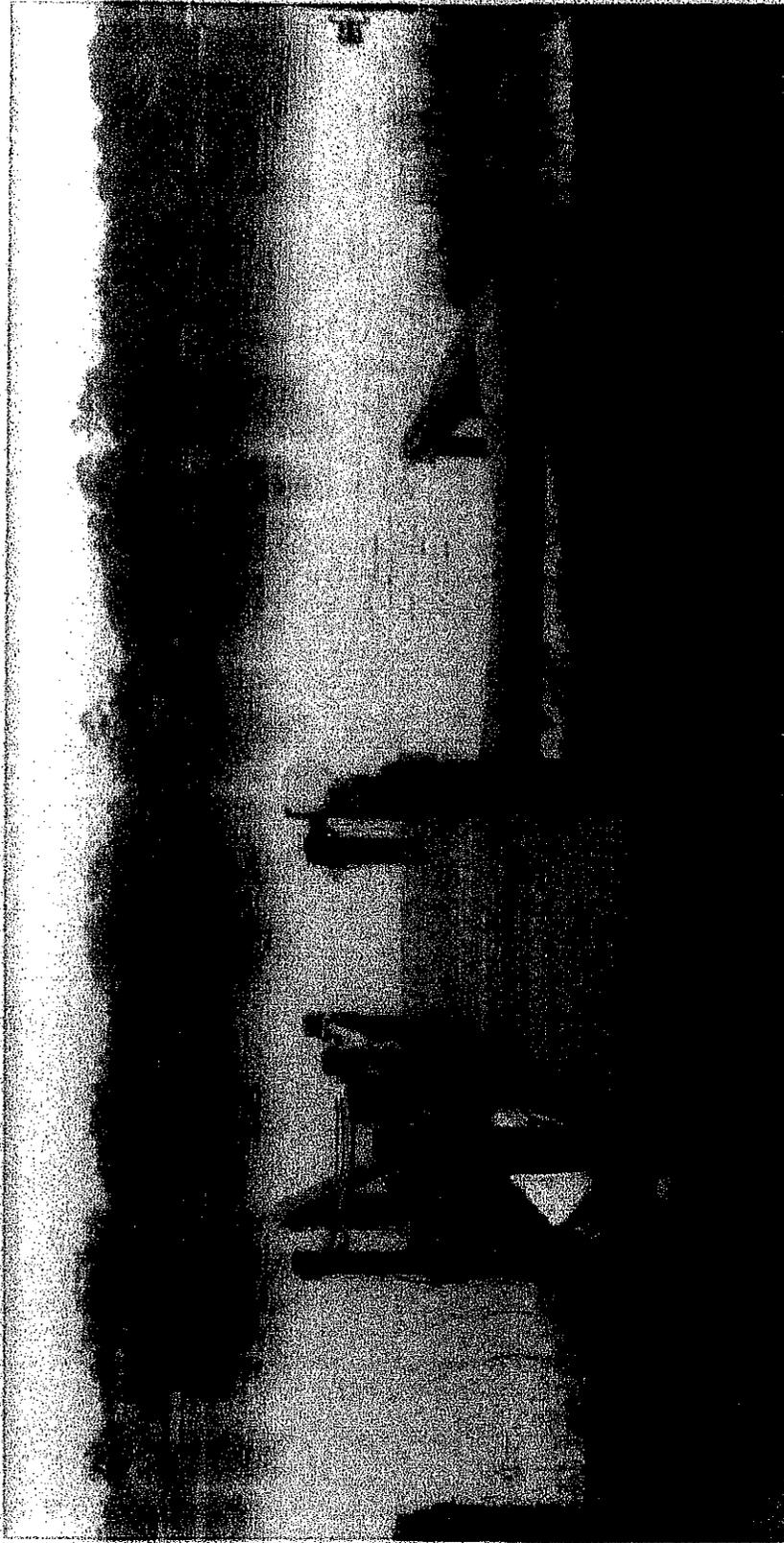
Existing dock does not meet minimum setback requirements of 15' on either side

Requested variance is:

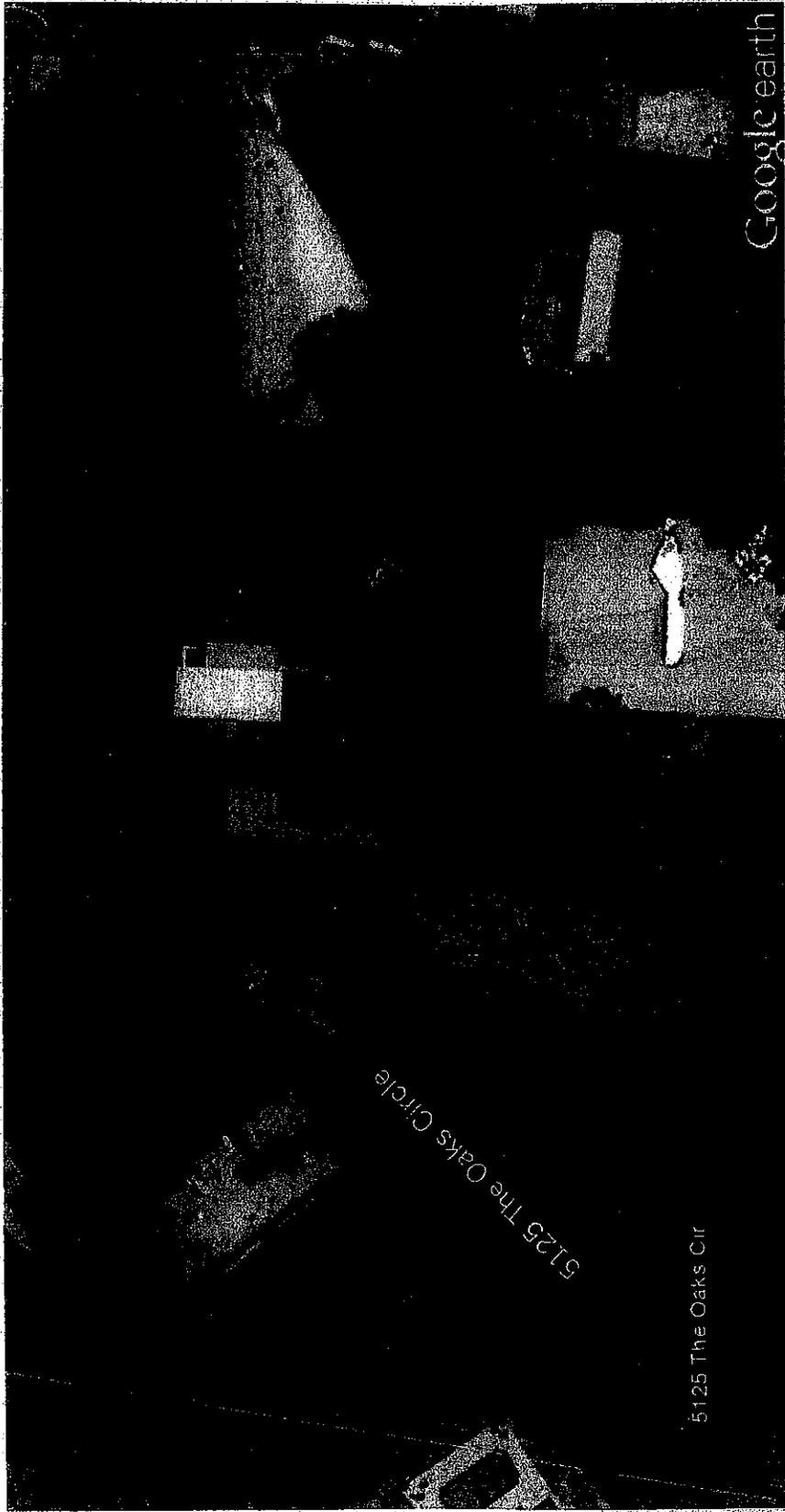
- * (1) to replace existing dock with a new, covered dock, similar in size and character to existing dock
- * (2) to reduce minimum side setback from 15' to 0'

Two abutting shoreline property owners; neighbors to west have indicated no objection, neighbor to east has stated objection

EXISTING DOCK



Existing Lot - Google Earth



Variance Requirements

Under Edgewood Code of Ordinances, Sec. 14-11(b)(1), the proposed dock would not meet minimum side setback requirements. Given the configuration of the property, strict compliance would be impossible.

However, Edgewood Code of Ordinances, Sec. 14-1(d)(2) provides that applicants may request and be granted a variance. Factors to be considered include:

Sec. 14-1(d)(2)(a) – Average length of other docks in surrounding 300-foot area;

Sec. 14-1(d)(2)(b) – The reasonable use of the property by the owner;

Sec. 14-1(d)(2)(c) – The effects the dock will have on navigation and safety of boaters;

Sec. 14-1(d)(2)(d) – The overall general welfare of the neighborhood;

Sec. 14-1(d)(2)(e) – Whether special conditions exist such that strict compliance with the provisions of this article would impose a unique and unnecessary hardship on the applicant;

Sec. 14-1(d)(2)(f) – The effect of the proposed variance on abutting shoreline property owners;

Sec. 14-1(d)(2)(g) – Whether the granting of the variance would be contrary to the intent and purpose of this article; and

Sec. 14-1(d)(2)(h) – A variance from the maximum length of 65 feet may be granted if necessary to reach a [suitable water depth].

Variance Justification

Sec. 14-1(d)(2)(a) - The proposed dock is of a character, scale, and type typical of other docks on Lake Gatlin and would not extend further than other docks in the immediate area. Currently, there are approximately 46 docks on Lake Gatlin; of those docks, 39 are covered. The average length of other docks in the surrounding 300 foot area is 63.85 feet. The proposed dock would be 56'. Several existing docks exceed the 65' maximum. (See slide 9)

Sec. 14-1(d)(2)(b) - The proposed dock would provide the applicants with reasonable use of their property – the ability to store and use a boat of the size and type typically used by other residents on Lake Gatlin.

Sec. 14-1(d)(2)(c) - The proposed dock would not interfere with the navigation or safety of other boaters because it would not extend beyond other docks in the immediate vicinity. Proposed new dock would not affect neighbor's access to their docks. (See slides 5 & 10)

Sec. 14-1(d)(2)(d) - The proposed variance would not change or compromise the general welfare of the neighborhood.

Sec. 14-1(d)(2)(e) - Given the unique configuration of the property boundaries of 5125 The Oaks Circle, strict compliance with the Ordinance would render the property's lakefront essentially useless for recreational boating of the kind typical on Lake Gatlin. The peculiar shape of the lot does not allow enough space for a dock with required set-backs. This special condition is not due to the action of the applicants.

Variance Justification Continued

Sec. 14-1(d)(2)(f) - The effect of the proposed variance on abutting shoreline property owners is not unreasonable:

As proposed, the dock would sit essentially within the footprint of the existing dock, although it would include a cover and extend at most, 16.5' farther into the lake to access deeper water.

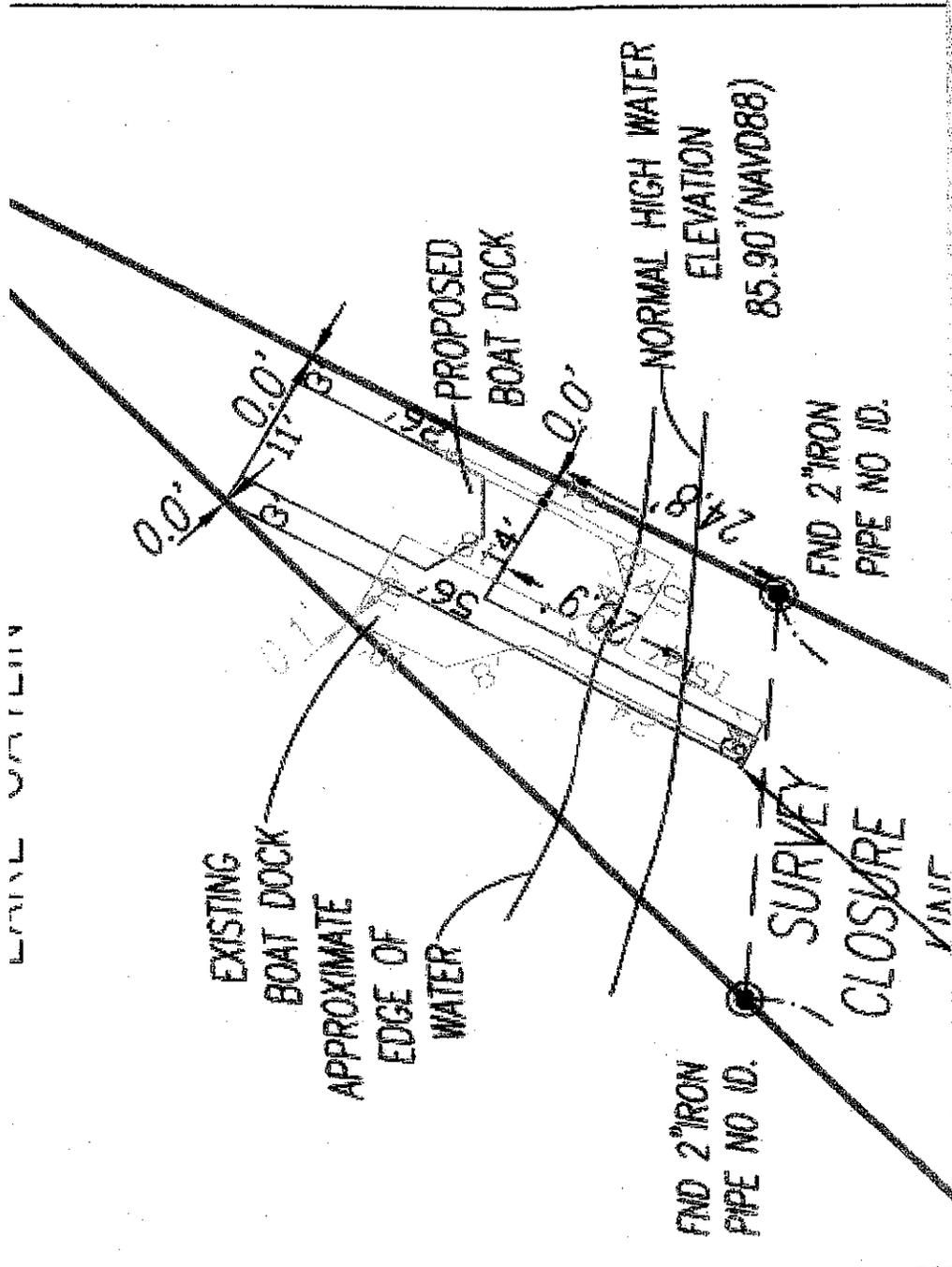
The proposed dock will encroach no more on either the left or right property lines than the present, inadequate, structure.

Based on a photograph that has been edited showing the position of the proposed covered dock, we estimate that the objecting, abutting neighbor would lose minimal amount of lakefront visibility. There still would be approximately 30' feet of unobstructed shoreline/view from abutting neighbor's property. (See slides 11&12)

Sec. 14-1(d)(2)(g) - Granting of the variance would be not be contrary to the intent and purpose of this article; it would enable applicants to enjoy access to the lake in a fashion similar to their neighbors and would not interfere with others' enjoyment.

Sec. 14-1(d)(2)(h) - Applicants are not seeking a variance from the maximum allowable dock length of 65 feet.

Proposed New Dock (orange)



FEET AS SHOWN

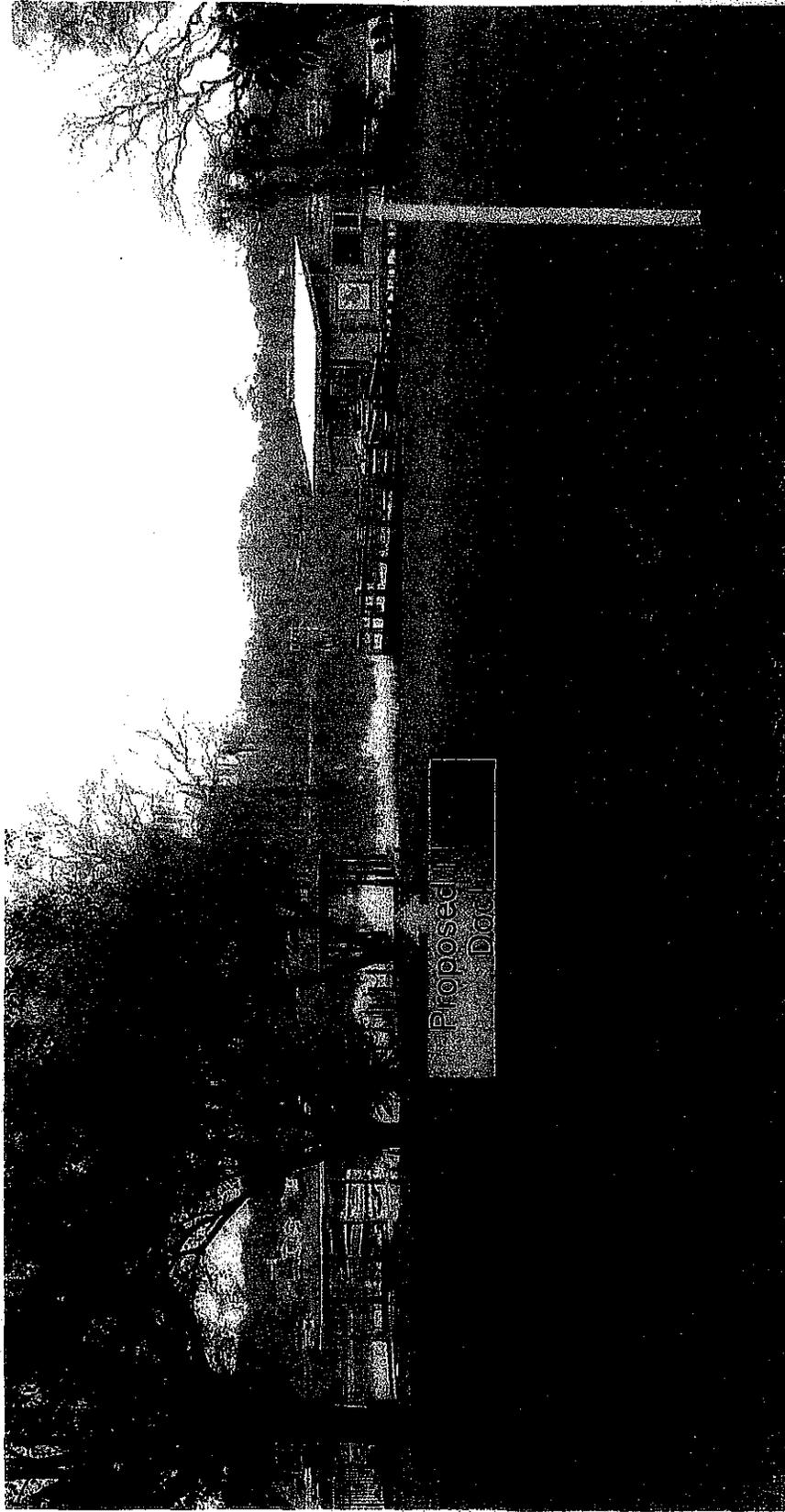
USE OF:

WITH



Average Length of Other Surrounding Docks=63.85'
Based on measurements taken from Google Earth 10

Altered View-East Neighboring Property with Proposed New Dock



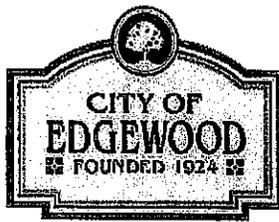
CONCLUSION

As reflected in the attached exhibits, the proposed dock represents minimal changes from the existing structure. The proposed dock would be no wider than the existing dock, but would provide a slip of adequate width to accommodate a recreational boat of the type common to Lake Gatlin and a lift to protect and preserve the boat. The extension into the lake would enable access to deeper water, but would still be well within a reasonable range relative to abutting properties.

The proposed new dock does not unreasonably impair lake view visibility from abutting east property. Although the proposed dock will have a roof, the impact on visibility is minimal and still allows for approximately 30' of unobstructed lake view. (See slide 11& 12)

The intent and purpose of the Edgewood boat dock regulation is to (1) regulate construction of boat docks such that the navigation of water bodies is not impeded, and (2) to protect and enhance the city's water bodies so that the public can continue to enjoy the traditional recreational uses such as swimming, boating, and fishing. As discussed above, the granting of this variance would be in harmony with the general intent and purpose of this ordinance, in that it:

- Would enable the applicants to enjoy the full use of their property for traditional recreational uses;
- would not impede navigation on the lake; and
- would not interfere with the riparian or littoral rights of other property owners.

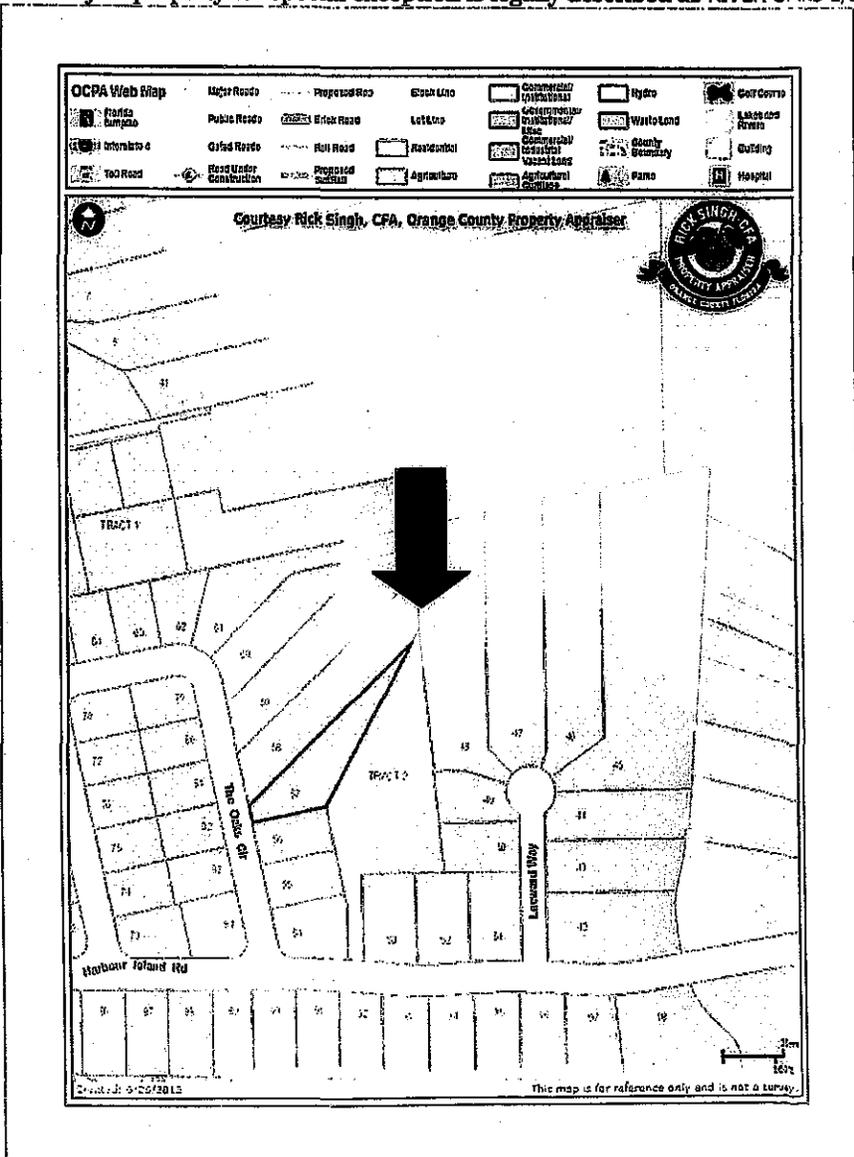


NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that at its Planning & Zoning meeting on **Monday, July 13, 2015**, the Planning and Zoning Board of the City of Edgewood, will consider **Variance Application No. VAR2015-02** to allow a variance request for construction of a boat dock, located at **5125 The Oaks Circle** which is currently in **R-1AA zoning district**. (City of Edgewood Resolution 2005-R002 City Code of Ordinances, Reference Section 134-104 [Variance]) The application was submitted by Albert Cichra Builders and owner Susan Fortini. The meeting will be held in the Council Chambers of City Hall, 405 Larue Avenue, Edgewood, Florida beginning at **6:30 p.m.**

The Planning and Zoning Board's recommendation will be forwarded to City Council on July 21, 2015 at 6:30 p.m. for final action.

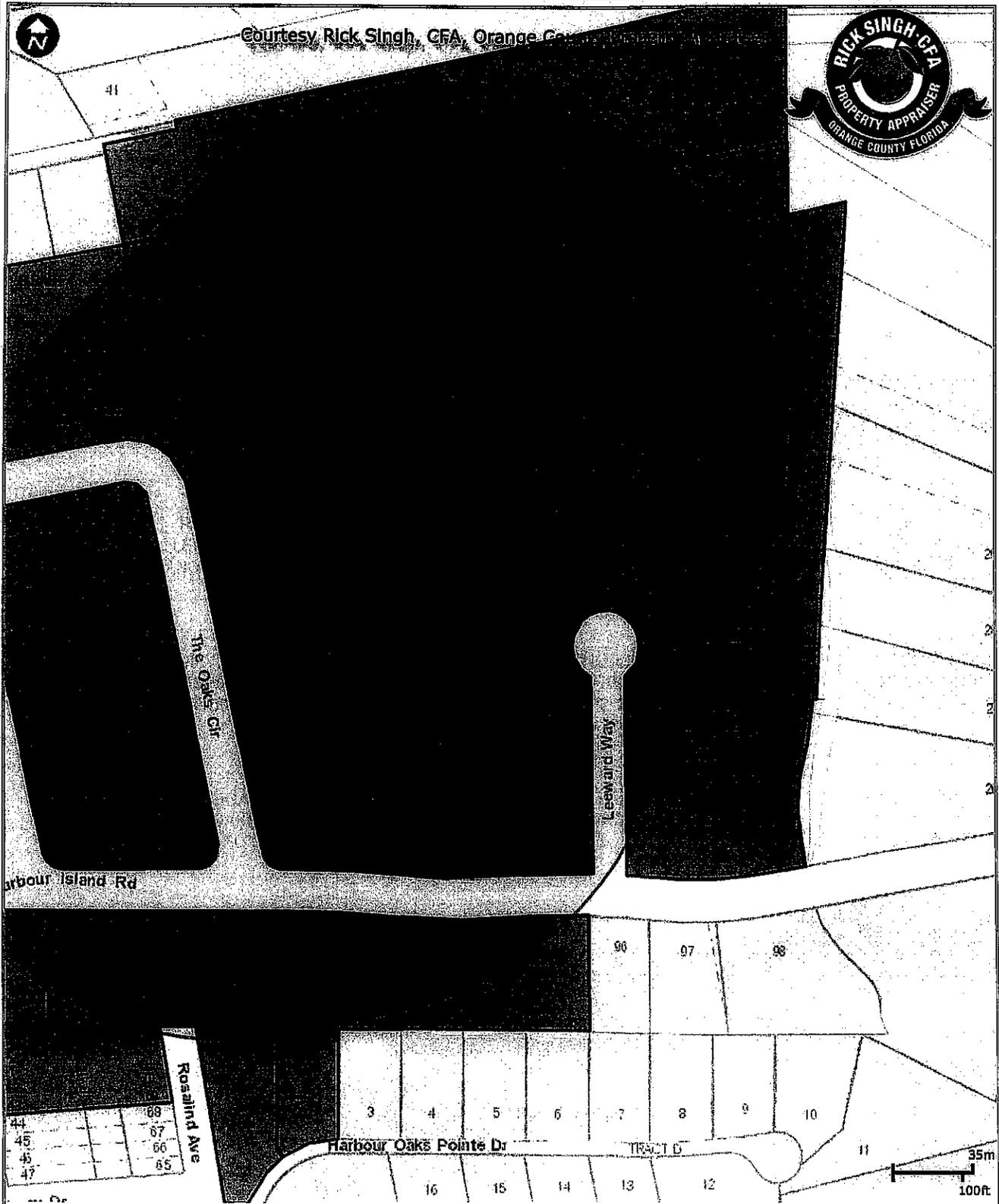
The subject property for special exception is legally described as RIVER OAKS 1/147 LOT 57



OCA Web Map

- | | | | | | | |
|------------------|-------------------------|------------------|-------------|-----------------------------------|-----------------|------------------|
| Florida turnpike | Major Roads | Proposed Road | Block Line | Commercial/Institutional | Hydro | Golf Course |
| Interstate 4 | Public Roads | Brick Road | Lot Line | Governmental/Institutional/Misc | Waste Land | Lakes and Rivers |
| Toll Road | Gated Roads | Rail Road | Residential | Commercial/Industrial/Vacant Land | County Boundary | Building |
| | Road Under Construction | Proposed SunRail | Agriculture | Agricultural Curtilage | Parks | Hospital |

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 6/29/2015

This map is for reference only and is not a survey.

CONFIDENTIAL
CONFIDENTIAL

MICROULIS MARILYN
5096 THE OAKS CIR
ORLANDO, FL. 32809

MUNOZ DANIEL
5089 THE OAKS CIR
EDGEWOOD, FL. 32809

BOYLAN SHIRLEY J
5112 THE OAKS CIR
ORLANDO, FL. 32809

CAVIEZEL DIANE M
5025 THE OAKS CIR
ORLANDO, FL. 32809

GOPAUL JOHN
7210 SW 100TH AVE
MIAMI, FL. 33173

CONRAD LAURIE
412 HARBOUR ISLAND RD
ORLANDO, FL. 32809

BISHOP JESSE DALE
332 HARBOUR ISLAND RD
ORLANDO, FL. 32809

VITHA MAHESH
8460 FRENCH OAK DR
ORLANDO, FL. 32835

ARIKO JOHN G JR
271 PRESCOTT DR
ORLANDO, FL. 32809

AMOS JOSEPH LACKEY JR
5103 LEEWARD WAY
ORLANDO, FL. 32809

LOPES PAUL
517 HARBOUR ISLAND RD
ORLANDO, FL. 32809

RYAN JENNIFER L
PO BOX 560249
ORLANDO, FL. 32856

PRENTICE RONALD
5060 THE OAKS CIR
ORLANDO, FL. 32809

ORLANDO CLINICAL RESEARCH
5055 S ORANGE AVE
ORLANDO, FL. 32809

RIGUEZ JAMIE MARIE
THE OAKS CIR
LANDO, FL. 32809

PANTALEON CHRISTOPHER D
364 HARBOUR ISLAND RD
ORLANDO, FL. 32809

KOSTER DOUGLAS J
5133 THE OAKS CIR
ORLANDO, FL. 32809

DEORIO NICHOLAS JOHN
5122 LEEWARD WAY
ORLANDO, FL. 32809

ABANSES RAPHAEL
3212 MOSSY ROCK RD SE
OWENS CROSS ROADS, AL. 35763

FIGUEROA FERDINAND
5049 THE OAKS CIR
ORLANDO, FL. 32809

MIMS RICHARD W
5117 THE OAKS CIR
ORLANDO, FL. 32809

LAROCHE LESLY
469 HARBOUR ISLAND RD
ORLANDO, FL. 32809

CAVIEZEL DIANE M
5025 THE OAKS CIR
ORLANDO, FL. 32809

CRISLER PHILLIP I
348 HARBOUR ISLAND RD
ORLANDO, FL. 32809

SEBAALI SAMIR J
5127 S ORANGE AVE STE 201
ORLANDO, FL. 32809

TAYLOR ANITA
5145 THE OAKS CIR
ORLANDO, FL. 32809

LANGFORD DOUGLAS W
431 HARBOUR OAKS POINTE DR N
ORLANDO, FL. 32809

MUNOZ DANIEL
5089 THE OAKS CIR
EDGEWOOD, FL. 32809

EATON PAULINE D
5104 THE OAKS CIR
ORLANDO, FL. 32809

SCOTT HARRY S TR
429 HARBOUR ISLAND RD
ORLANDO, FL. 32809

STEELE ELIZABETH L
396 HARBOUR ISLAND RD
ORLANDO, FL. 32809

Application: _____
Owner/Applicant Name: Susan Fortini
Public Hearing Date: 7/19/2015

This affidavit is to be presented at the public hearing before the Planning and Zoning Board.

SIGN AFFIDAVIT

STATE OF FLORIDA
ORANGE COUNTY

Before me, the undersigned authority, personally appeared Susan Fortini, to me well known and known to me to be the person described in and who executed the foregoing affidavit, after being first duly sworn, says:

- 1. That the affiant posted the notice provided by the City of Edgewood, which contains the time and date of the public hearings involved (i.e. Planning and Zoning Board and/or City Council).
- 2. That said posted notice also contained the relevant facts pertaining to the application.
- 3. That said notice was posted in a conspicuous and easily visible place on the subject property not less than ten days prior to the date of public hearing. Date posted: July 2, 2015.
- 4. That the affiant understands that this affidavit is intended to be submitted as a prerequisite for a public hearing, and as such, will be officially filed with the City of Edgewood, Florida.

Susan Fortini
Signature of owner or authorized representative

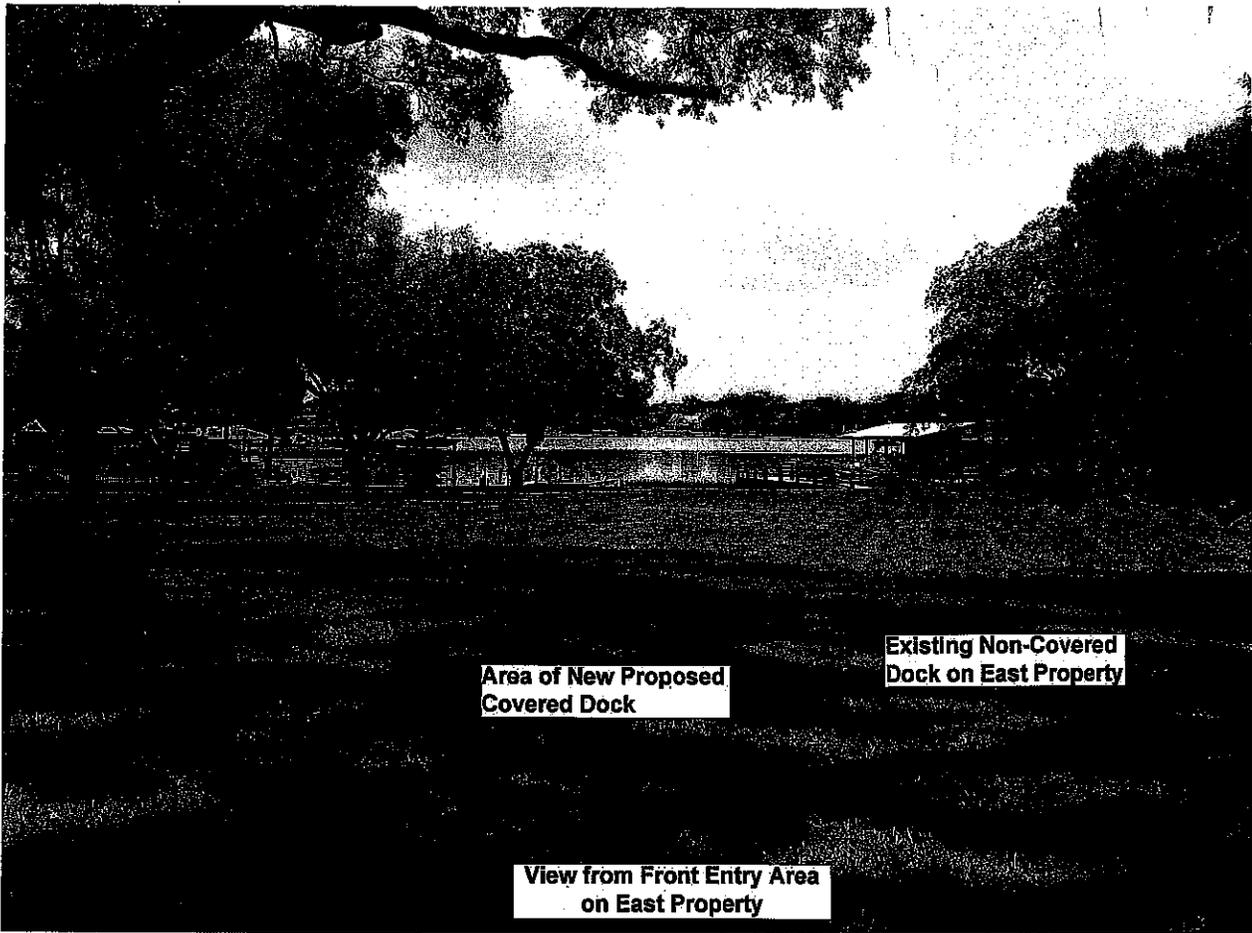
Sworn to and Subscribed before me, this 2nd day of July, 2015

Sandra Repp
Print, type, or stamp commissioned name of Notary Public, State of Florida



Personally Known OR Produced Identification
Type of I.D. Produced Personally Known

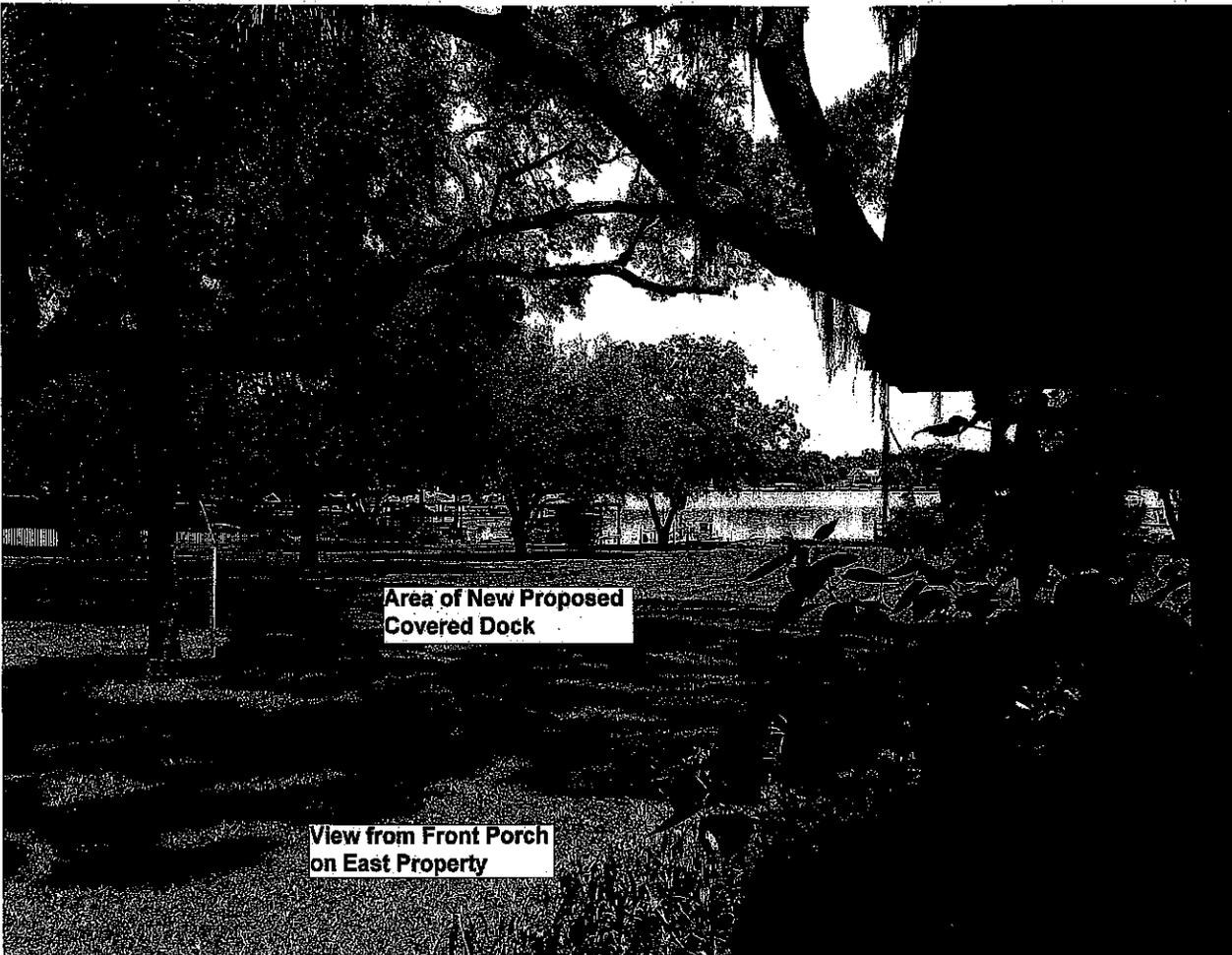
1/14/2007



Area of New Proposed Covered Dock

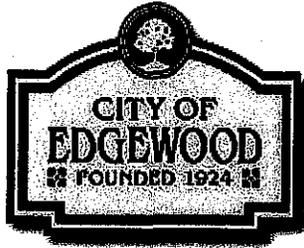
Existing Non-Covered Dock on East Property

View from Front Entry Area on East Property



Area of New Proposed Covered Dock

View from Front Porch on East Property



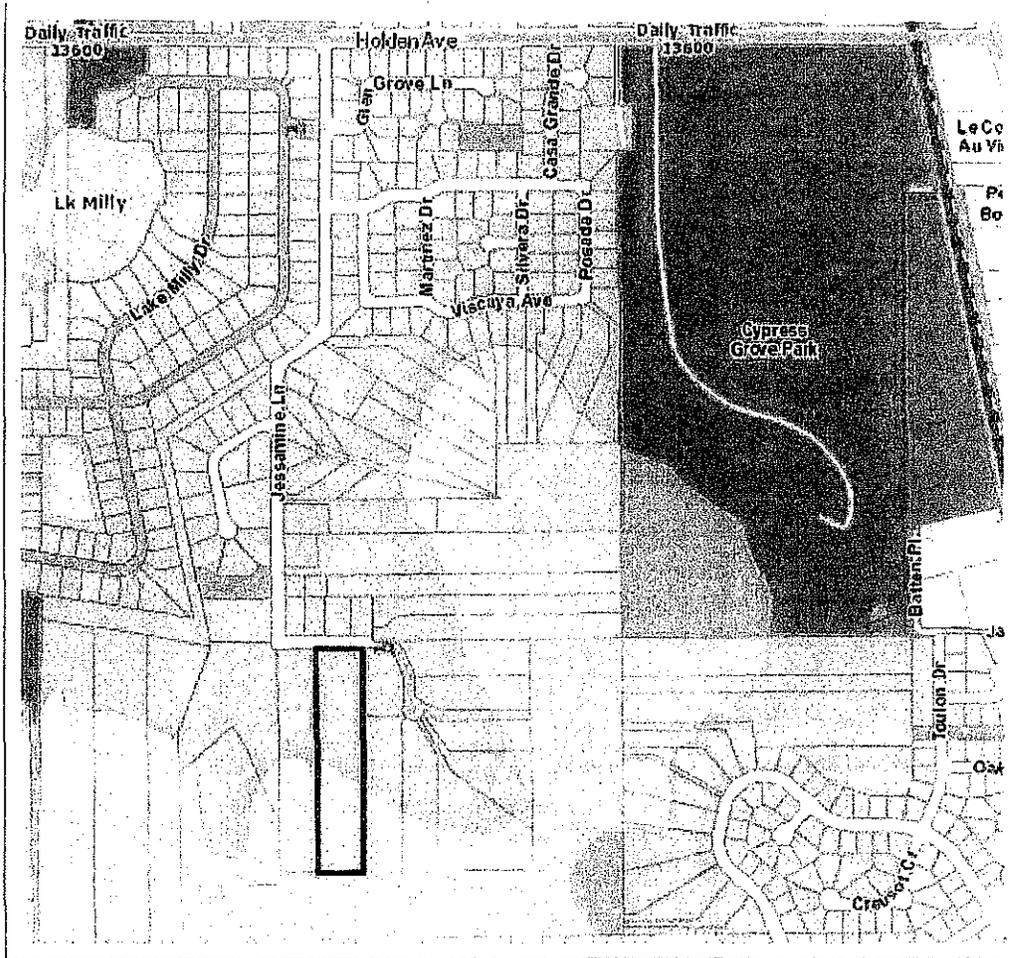
405 Larue Avenue - Edgewood, Florida 32809-3406
(407) 851-2920

To: City Council

From: Ellen Hardgrove, AICP, City Planning Consultant

Date: July 14, 2015

Re: Variance requests for house construction at 5566 Jessamine Lane (Baker Residence)



I. Requested Action by Board:

Consideration of approval (with or without conditions) or denial of each of the requested variances:

- 1) Variance in Section 134-483 to allow a detached garage and a tennis/basketball court, both viewed as accessory structures, in front of the proposed house.

Section 134-483. - Location of accessory buildings and uses in residential areas.

(c) No detached accessory building shall be located in front of the principal building.

- 2) Variance in Section 134-517 to allow the construction of a fence or wall greater than 4 feet in height in front of the building line: requested 6 feet along the property line and 8 feet around the tennis/basketball court.

Section 134-517 - Location of fences.

Fences or walls beyond the front building line shall be limited to a maximum height of four feet.

Per Section 134-104 (3)b. of the City's Code, approval of the requested variances requires the board to find:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
2. That the special conditions and circumstances do not result from the actions of the applicant.
3. That approval of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district.
4. That literal interpretation of the provisions contained in this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
5. That the variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. That approval of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

A variance can also be approved for the purpose of preserving historic or specimen trees. The following species are historic or specimen trees so long as they are healthy and are 18 or more inches DBH:

Bald cypress (*Taxodium distichum*); **Southern red cedar** (*Juniperus silicicola*); **Eastern red cedar** (*J. virginiana*); **Winged elm** (*Ulmus alata*); **Florida elm** (*Ulmus american floridana*); **White oaks** (*Quercus alba*); **Bluff oak** (*Q. austrina*); **Sand live oak** (*Q. geminata*); **Swamp chestnut/basket oak** (*Q. prinus*); **Live oak** (*Q. virginiana*); **Pecan** (*Carya ilinoensis*); **Mockernut hickory** (*C. tomentosa*); **Pignut hickory** (*C. glabra*); **Loblolly bay** (*Gordonia lasianthus*); **Longleaf pine** (*Pinus glabra*); **Southern magnolia** (*Magnolia grandiflora*); **Sweetbay magnolia** (*Magnolia virginiana*); **Red maple** (*Acer rebrum*); **Florida maple** (*A. barbatum*); **Tupelo** (*Nyssa sylvatica*); **White ash** (*Fraxinus americana*).

II. Relevant Facts

Owner: Jeff and Hayley Baker

Applicant: Dave Konkol

Property Address: 5566 Jessamine Lane

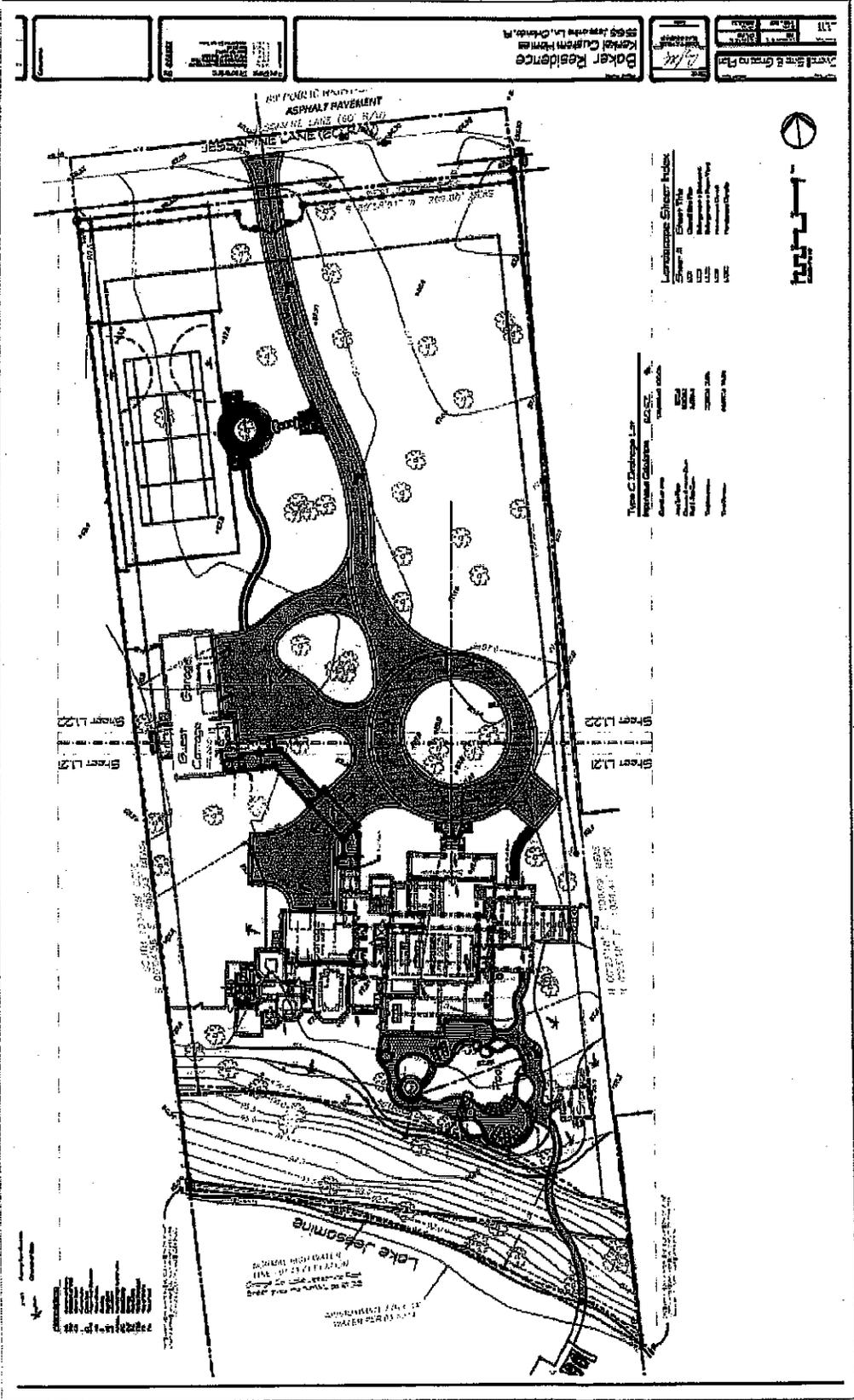
Tax Parcel #: 4-23-29-0000-00-030

Parcel Size: 4.77 acres

Zoning: R1AA, surrounded by R1AA

Existing Land Use: Undeveloped, lakefront lot, with many large trees

Approved land Use: With the exception of the tennis court and fence, the site plan on the next page has been approved.



III. Applicant's Rationale for Variance Approval

It is incumbent upon the applicant to demonstrate that the criteria for variance approval have been met.

Applicant's Rationale for Variance to allow a detached garage and tennis/basketball court in front of the principal building.

The applicant has stated the house, garage and driveway were situated to have the least impact to the trees onsite. The applicant further states the face of the detached garage will be 222' from the edge of the road; thus, the intent of the Code has been maintained by preserving the "front yard" and the aesthetic look of the residential neighborhood.

In order to accommodate the desired house size, the garage, and a sports court on the property, the location for the tennis court was chosen where it would have the least impact to the onsite trees: front of the house. According to the applicant, the tennis court was narrowed from regulation size and a portion of the court has been carved-out to protect/save a 42" oak. The tennis court is proposed to be situated 50± feet from the front property line. The R1AA minimum front yard setback is 30 feet.

Applicant's Rational for Variance to allow a fence higher than 8 feet in front of the building line.

The proposed fence with stone columns is located and of a height to be consistent with the fence/stone column on the property immediately to the east of the subject property [see photo next page]. The applicant states, "It would look very peculiar to install the columns and fence 30' from the front property line or to reduce the height of the fence/columns to 4' when the adjacent fence and columns are 6 feet in height."

IV. Staff Finding

Staff recommends approval with conditions of the requested variances. Per code, variances can be approved where there are practical difficulties in complying with the strict letter of the code. Approval must ensure "the spirit" of the code will be observed; the public health, safety, good order and general welfare will be maintained; the rights of all parties will be equally protected. Per Section 134-104 (3)b. of the City's Code, there are six criteria for approving a variance. Code allows the preservation of any historic or specimen tree to be considered as the basis for meeting the six criteria. The following provides an analysis of these six criteria as they relate to the proposed variances.

Requested variance to allow a detached garage and tennis court in front of the principal building

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

The lot is filled with historic trees. According to the applicant, the proposed house has been situated on the portion of the lot that has the least number of trees. This location causes the need

to locate the accessory structures in front of the house. Had the house been placed at the 30-foot front setback line allowed by the zoning district, the proposed detached garage and the tennis court could have been situated behind the house negating the need for variances. If the house was placed at the permissible front setback line, the number of trees that would need to be removed significantly increases, including several historic/specimen trees.

- 2. That the special conditions and circumstances do not result from the actions of the applicant.**

The trees were on the property when the lot was purchased.

- 3. That approval of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district.**

Had it not been for the trees, the proposed uses would have been allowed on the property as referenced under Criterion #1.

- 4. That literal interpretation of the provisions contained in this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

The importance of tree preservation has led to the need for a variance. If there were no trees on the property, the property owner could have enjoyed the rights of other properties in the R1AA district.

- 5. That the variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.**

Based on the proposed construction plans, the requested variances are the minimum necessary to save the trees.

- 6. That approval of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

With the following condition, the proposed accessory structures placed in front of the principal structure would be in harmony and not be injurious to the neighborhood or the public welfare.

Condition #1: Lighting of the court shall be prohibited to ensure compatibility with property owners.

Requested variance to allow the construction of a fence or wall greater than 4 feet in height in front of the building line:

- 1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.**

As stated by the applicant, the fence height variance is requested to provide uniformity with the established fence height in the neighborhood, particularly on the adjacent property to the east. See photos at the end of the report.

- 2. That the special conditions and circumstances do not result from the actions of the applicant.**

The established fence height/location on the property to east already existed when the owners purchased the property.

- 3. That approval of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district.**

Other properties proximate the subject property enjoy the privilege of increased fence height.

- 4. That literal interpretation of the provisions contained in this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

One of the reasons for fence height requirements is to protect property values by creating uniformity. The 6 feet fence height in the front yard is already established and enjoyed by others in the neighborhood. A 4 feet high fence connected to the existing fence on the adjacent property or setting a 6 feet high fence back 30 feet from the front property line would, as the applicant states, "look very peculiar."

- 5. That the variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.**

Yes, the proposed fence is consistent with others in the neighborhood.

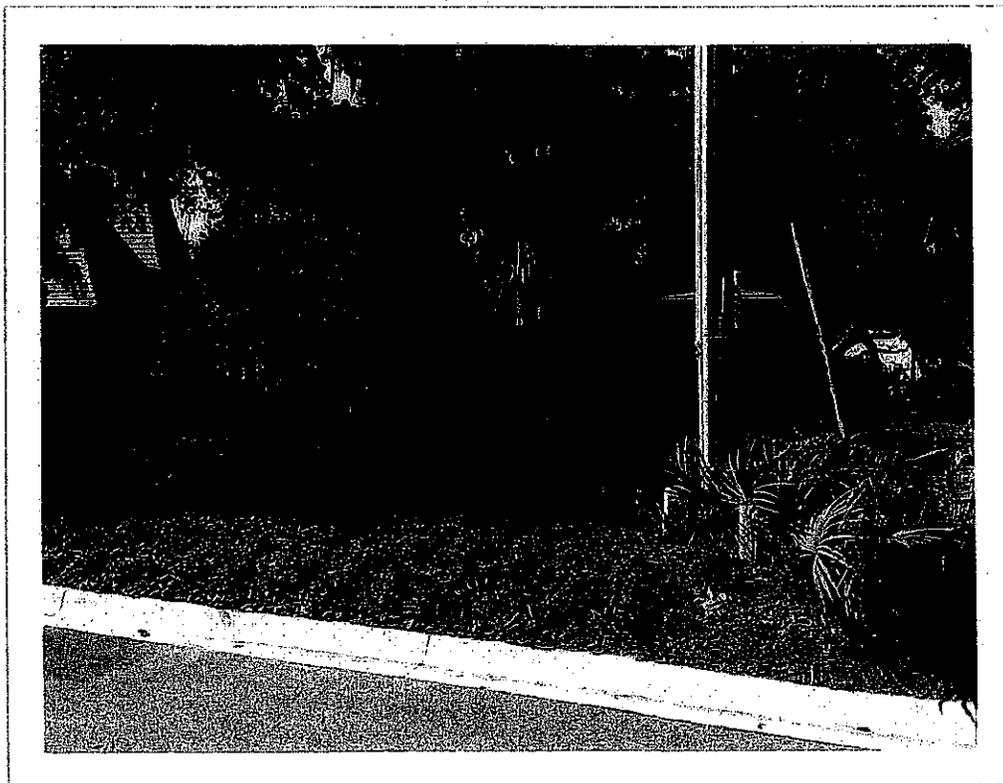
6. That approval of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

With the following conditions, the proposed fence would be in harmony and not be injurious to the neighborhood or the public welfare.

Condition 1: If a security gate is to be used, the gate shall be setback at least 20 feet from the edge of Jessamine Lane pavement to prevent blocking other vehicles use of Jessamine Lane.

Condition 2: The fence shall not exceed 6 feet in height and shall be similar in architectural style as the fence on the neighboring property, including the use of stone columns along the front property line. Stone columns shall not exceed 7 feet 4 inches in height

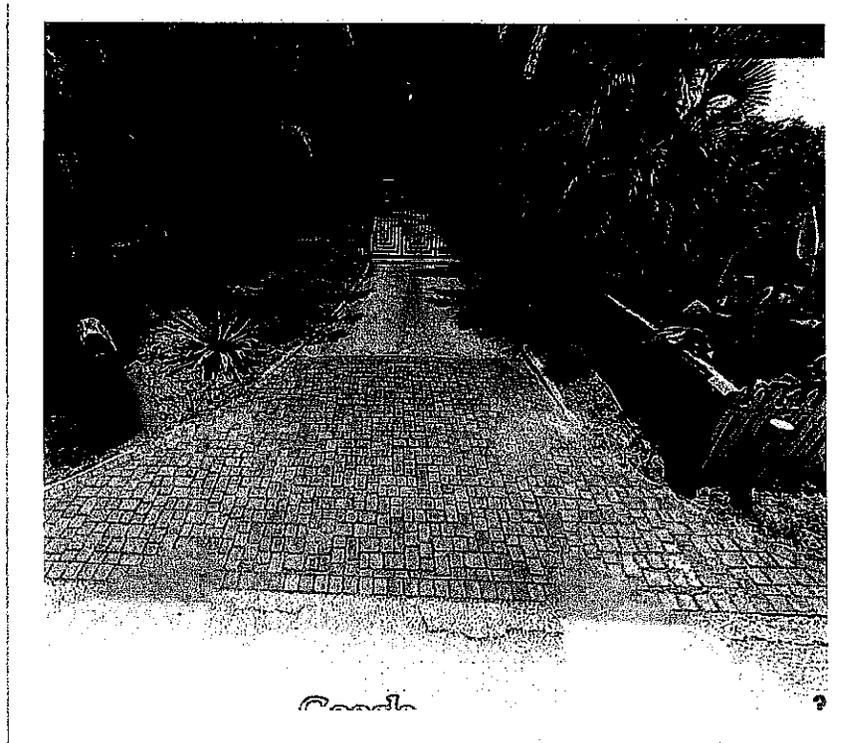
Condition 3: Subject to site plan approval to ensure there is no impairment of sight lines in relationship to the right-of-way.



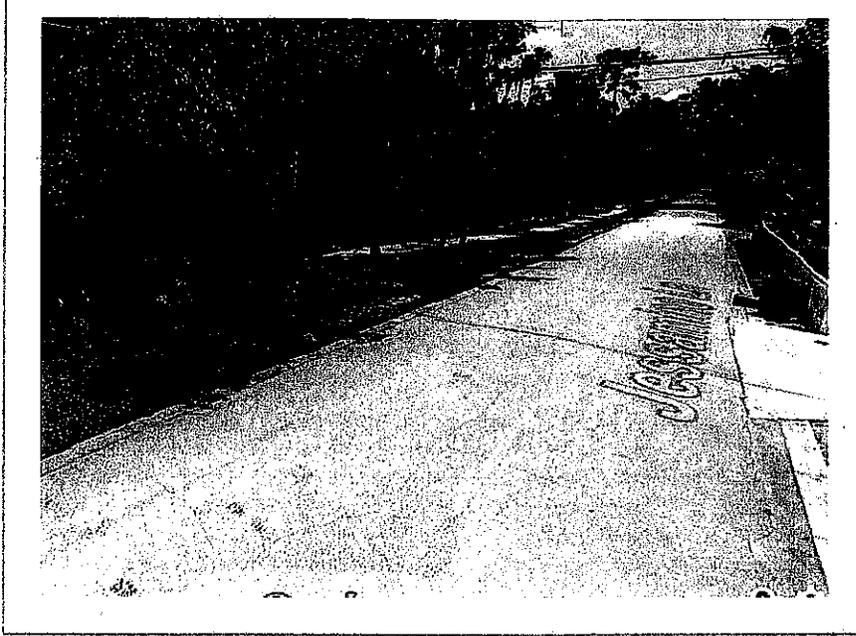
Adjacent to east



Two parcels to west: 5554 Jessamine Lane

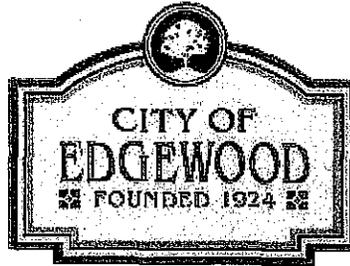


5501 Jessamine Lane



Looking North on Jessamine Lane

ESH



Reference: City of Edgewood Code of Ordinances, Section 126-588
PLANNING & ZONING BOARD
MAKE PAYMENTS TO:
CITY OF EDGEWOOD
FEE: \$350 RESIDENTIAL
\$750 COMMERCIAL

Please type or print. Complete carefully, answering each question and attaching all necessary documentation and additional pages as necessary.

PLANNING & ZONING MEETING DATE:	6.1.15
CITY COUNCIL DATE:	5.19.15

IMPORTANT: FILE BY THE SECOND WEDNESDAY OF THE MONTH FOR FIRST HEARING ON THE SECOND MONDAY OF THE FOLLOWING MONTH

Please note this fee is non refundable.

NOTE: Notarized letter of authorization from Owner **MUST** be submitted if application is filed by anyone other than property owner

Applicant's Name:	Jeff & Hayley Baker	Owner's Name:	Same as applicant
Address:	5515 Jessamine Lane Orlando, FL 32839	Address:	
Telephone:	317-372-7900 Hayley 317-446-5539 Jeff	Telephone:	
Fax:		Fax:	
Email:	jbaker@gonoble.com	Email:	
Parcel ID/Legal description: #14-23-29-0000-00-030 See additional sheet for legal description			
Zoned: R1AA			
Cite section of the Zoning Code from which variance is requested: See additional sheet			
Existing on site:			
Request: See additional sheet			

Revised 4/1/08

1 of 3

405 Larue Avenue, Edgewood, Florida, 32809-3406
 Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

To justify this variance, applicant must demonstrate the following:

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do not result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non conforming use or other non conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will not authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

Applicant must agree that:

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

AGREE:		DISAGREE:	
---------------	--	------------------	--

2. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

AGREE:		DISAGREE:	
---------------	--	------------------	--

3. Concerning Ex parte communications, the applicant shall not speak to members of the Planning and Zoning Board of the City Council prior to the public hearing related to said variance request in order that said board members shall no prejudice themselves prior to said variance request coming before the City in an open proceeding where the decision making process and determination will be in full view of the public, thereby providing due process involving a fair opportunity for the presentation of both sides of the case in an open proceeding where a record of the proceedings may be kept

4.

AGREE:		DISAGREE:	
---------------	--	------------------	--

The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

Applicant's Signature:		Date:	
Applicant's Printed Name:			
Owner's Signature:		Date	
Owner's Printed Name:			

Please submit your completed application to City Hall via email at cityhallstaff@edgewood-fl.gov, via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Larue Ave. For additional questions, please contact City Hall at 407-851-2920.

Office Use Only:	
Rec'd Date:	
Rec'd By:	
Forwarded to:	
Notes:	

Revised 4/1/08

405 Larue Avenue, Edgewood, Florida, 32809-3406
Phone: 407-851-2920 / Fax: 407-851-7361
www.edgewood-fl.gov

3 of 3

Additional Information

LEGAL DESCRIPTION

BEGIN AT A POINT 41.43 FEET WEST OF THE CENTER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN SOUTH 1034.28 FEET TO A LINE 400 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 112 OF THE SOUTHWEST OF SAID SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, THENCE RUN EAST 203.51 FEET, THENCE NORTH 0 DEGREES 23' 18" EAST 1034.41 FEET TO THE NORTH LINE OF THE SOUTHEAST 114 OF SAID SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, THENCE WEST 210.52 FEET TO THE POINT OF BEGINNING, LESS, HOWEVER, A STRIP OF LAND ALONG THE FULL LENGTH OF THE NORTH BOUNDARY 30 FEET WIDE, WHICH STRIP IS RESERVED FOR ROAD PURPOSES, ORANGE COUNTY, FLORIDA.

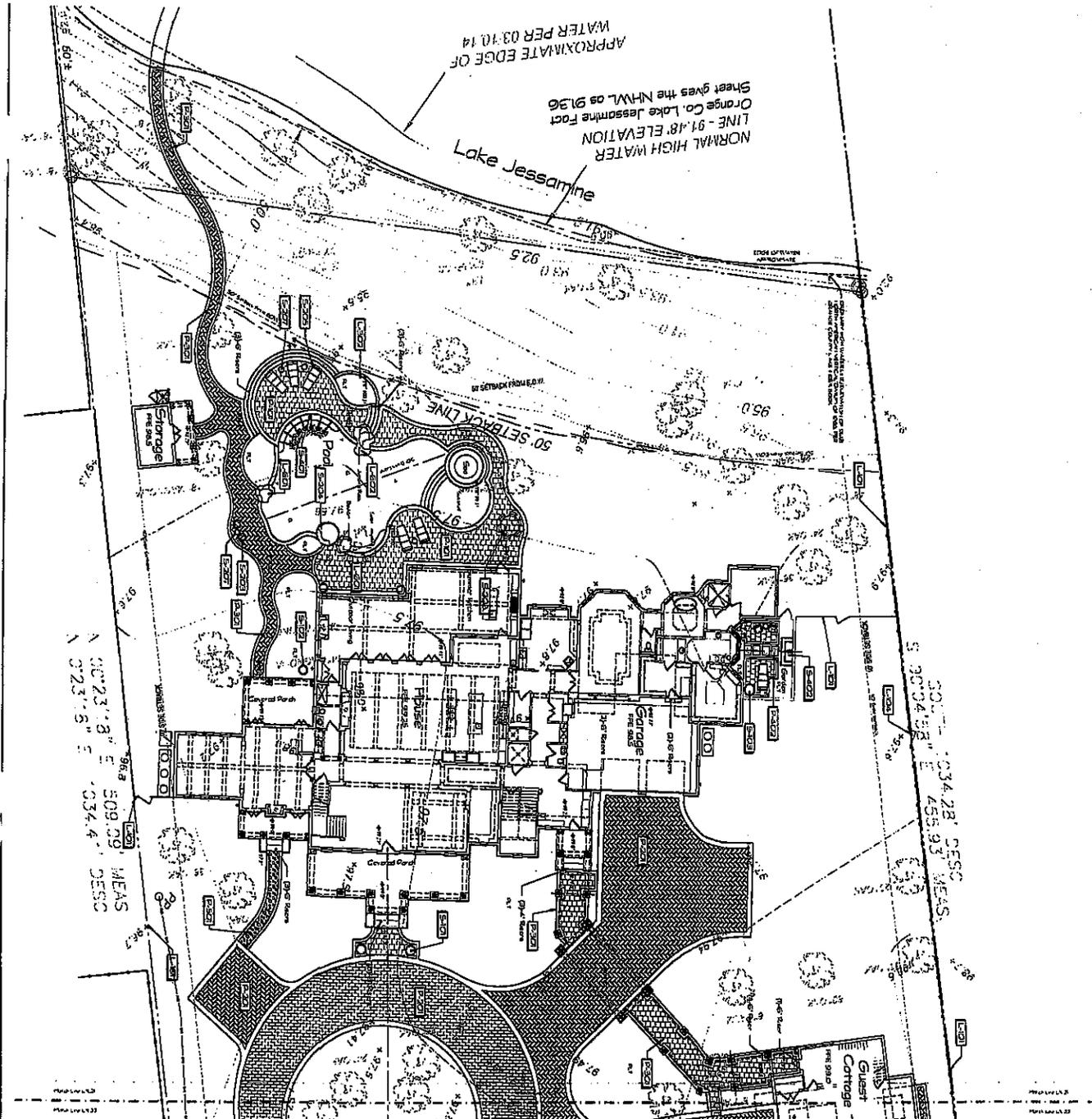
Variance Items

The items for which a variance is requested are as follows:

1. To construct the garage on the plan as shown, but to remove the breezeway structure connecting the two. This is in contradiction to Sec. 134-483 (b). which prohibits a detached accessory building, including garages, to be located in front of the principal building.
2. To construct the tennis/basketball court on the plan as shown. This is also in contradiction to Sec. 134-483 (b). which prohibits an accessory use structure to be located in front of the principal building.
3. To construct the 6' decorative entry fence with columns and the tennis/basketball court fence, which ranges from 4' to 8', to be built as shown on the plan. This is in contradiction to Sec. 134-517: which limits fences in residential districts to a maximum of 8 feet. And if the fence is between the principal building and the front property line, the fence cannot exceed 4 feet in height.

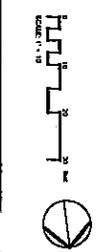
Reason for Request

The reason for the variance is that in excess of twenty trees on the site qualify for historic tree status, some in excess of 42" DBH. These trees are scattered over the buildable area in such a way as to prohibit moving the house forward on the lot in order to place these accessories behind it. In order to protect these trees the accessory elements have been placed to minimize any negative impact on them.

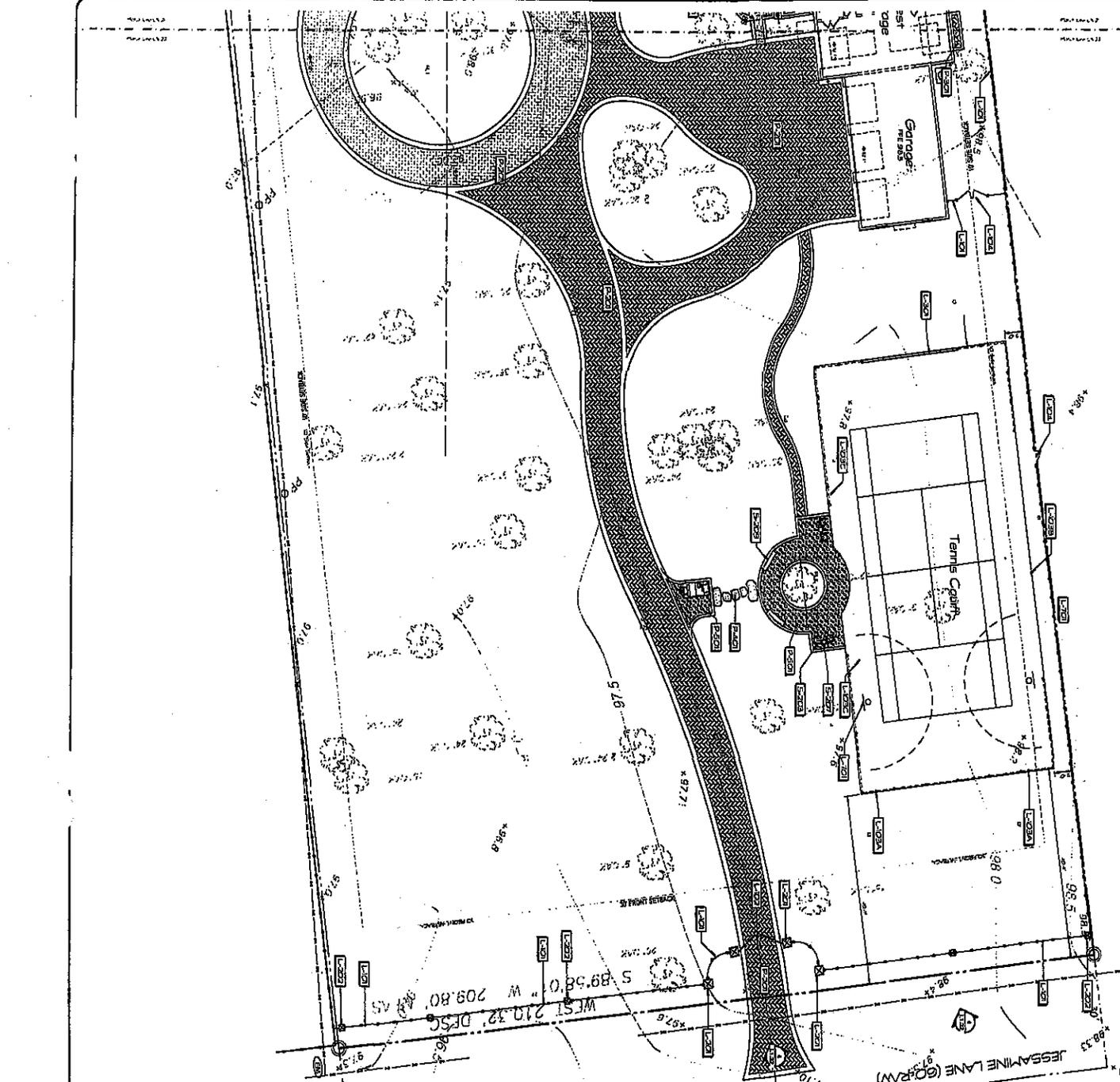


Hardscape Legend

101	Asphalt	101	Grass
102	Concrete	102	Gravel
103	Brick	103	Stone
104	Flagstone	104	Wood Deck
105	Composite Deck	105	Retaining Wall
106	Block Wall	106	Foundation
107	Foundation	107	Foundation
108	Foundation	108	Foundation
109	Foundation	109	Foundation
110	Foundation	110	Foundation
111	Foundation	111	Foundation
112	Foundation	112	Foundation
113	Foundation	113	Foundation
114	Foundation	114	Foundation
115	Foundation	115	Foundation
116	Foundation	116	Foundation
117	Foundation	117	Foundation
118	Foundation	118	Foundation
119	Foundation	119	Foundation
120	Foundation	120	Foundation



<p>Enlargement - Backyard</p> <p>Scale: 1/4" = 1'-0"</p> <p>Date: 11-15-20</p>	<p>Client: CONY & WALKER, LLC dba CONY</p>	<p>Baker Residence Kankal Custom Homes 5500 Jessamine Ln, Orlando, FL</p>	<p>Rev Date: 11-15-20</p> <p>Description: Enlargement of Backyard</p>	<p>Scale: 1/4" = 1'-0"</p>	<p>ORLA DESIGN GROUP, INC. LANDSCAPE ARCHITECTURE</p>
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Hardscape Legend

101	Grass	102	Grass
103	Grass	104	Grass
105	Grass	106	Grass
107	Grass	108	Grass
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111	Grass	112	Grass
113	Grass	114	Grass
115	Grass	116	Grass
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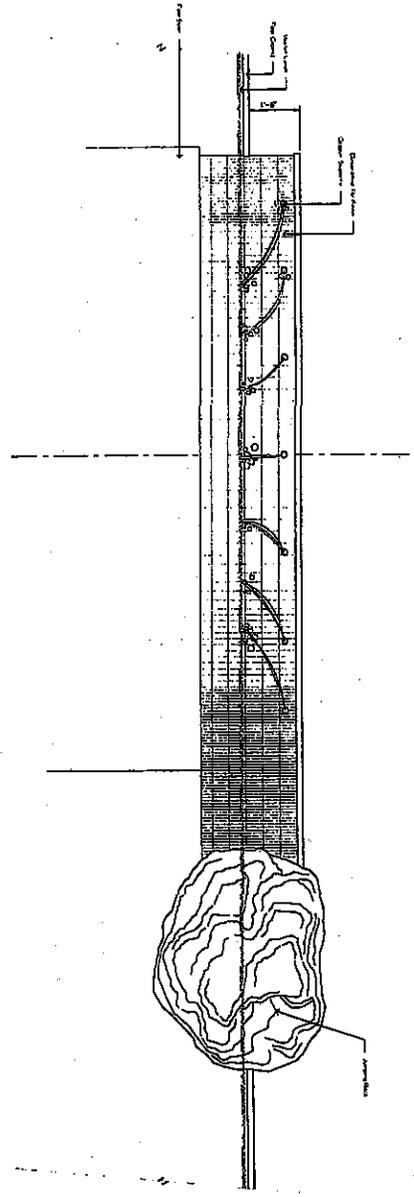
Enlargement - Front Yard
 L1.22

Scale
 COPY 2/11/10
 DATE 02/11/10

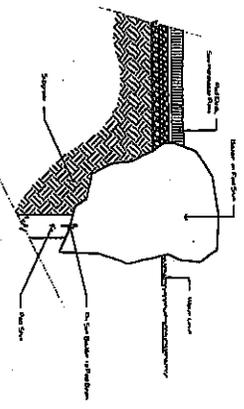
Project Name
Baker Residence
 Kankal Custom Homes
 5566 Jessamine Ln., Orlando, FL

Rev Desc
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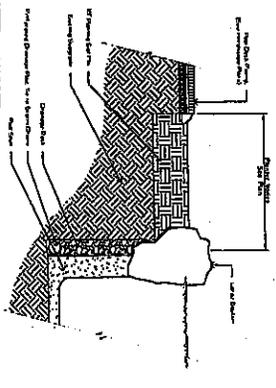
1 POOL SQUIPPER ELEVATION
Scale: 1/4" = 1'-0"



3 POOL DECK W/ BOULDER
Scale: 1/4" = 1'-0"



2 BANNER W/ BOULDER
Scale: 1/4" = 1'-0"



Hardscape Details	
DATE: 11.32	SCALE: 1/4" = 1'-0"
BY: [Signature]	CHECKED: [Signature]
APP: [Signature]	DATE: [Date]

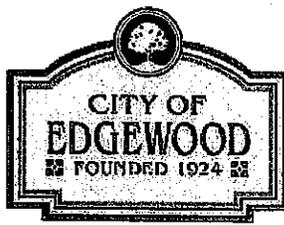
Sheet	NO. 066031
REV. 1	DATE

Baker Residence
Kankal Custom Homes
5566 Jesseming Ln., Orlando, FL

Rev.	Date	Description	By
1	11/32	Issue for construction	[Signature]
2	11/32	Issue for construction	[Signature]

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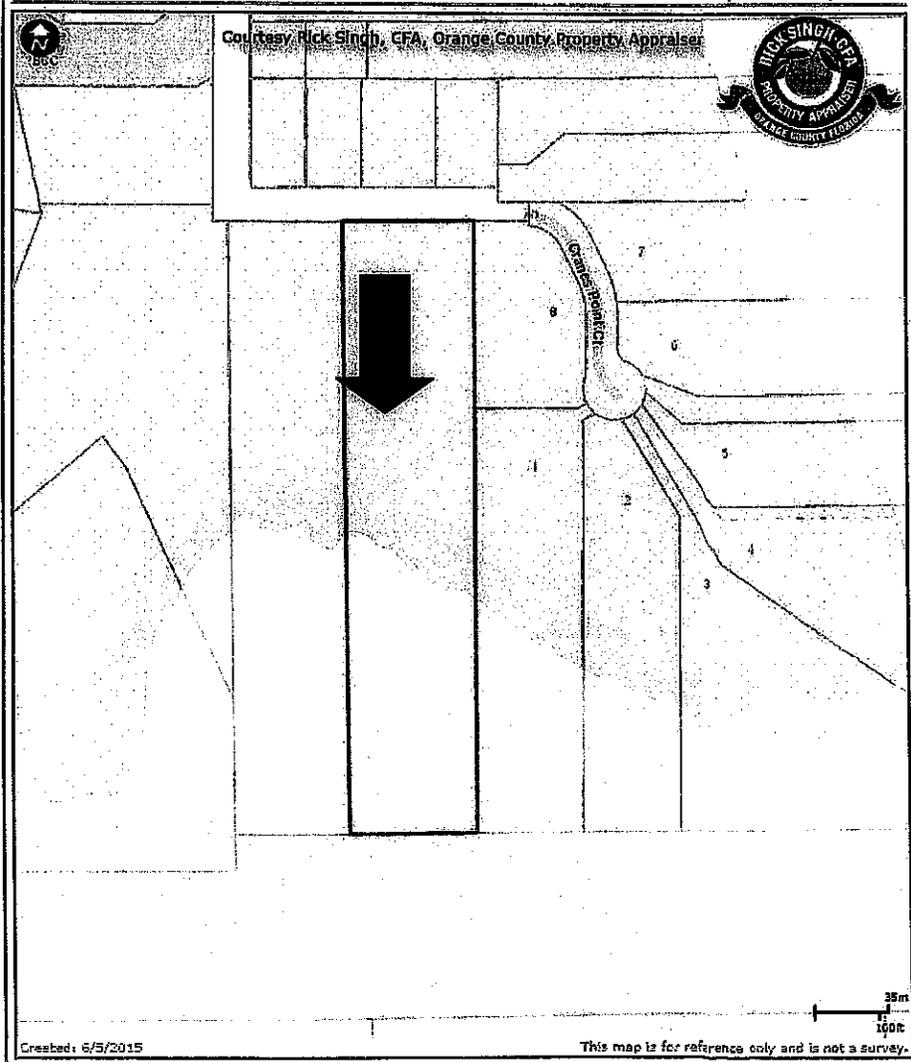


NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that at its Planning & Zoning meeting on **Monday, July 13, 2015**, the Planning and Zoning Board of the City of Edgewood, will consider **Variance Application No. VAR2015-01** to allow variance requests for house construction, located at **5566 Jessamine Lane** which is currently in **R-1AA zoning district**. (City of Edgewood Resolution 2005-R002 City Code of Ordinances, Reference Section 134-104 [Variance]) The application was submitted by **Konkol Custom Homes & Remodeling, LLC** on behalf of owners, **Jeff and Hayley Baker**. The meeting will be held in the Council Chambers of City Hall, 405 Larue Avenue, Edgewood, Florida beginning at **6:30 p.m.**

The Planning and Zoning Board's recommendation will be forwarded to City Council on July 21, 2015 at 6:30 p.m. for final action.

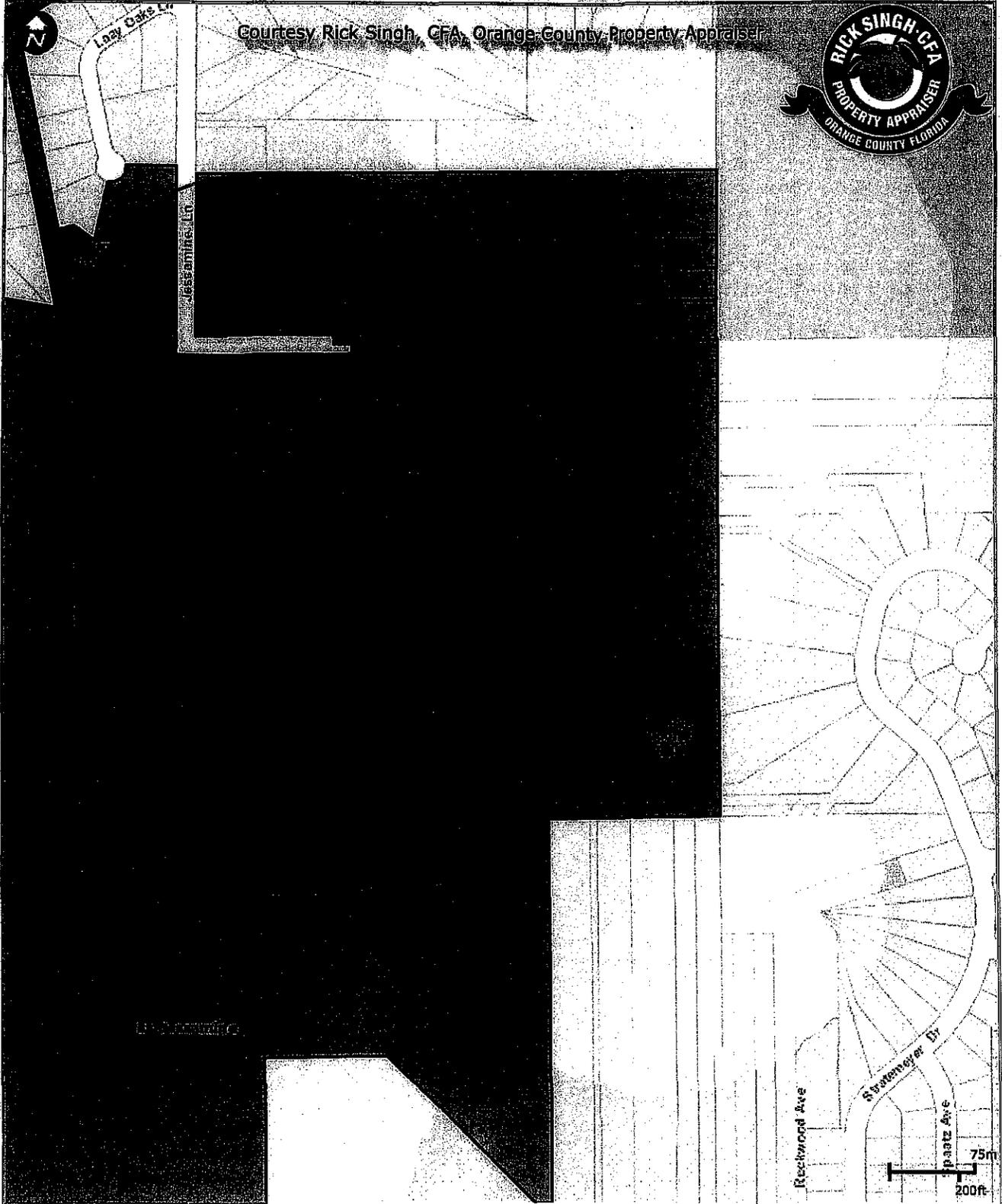
The subject property for special exception is legally described as **BEG 41.43 FT W CEN OF SEC S 1034.28 FT E 203.51 FT N 1034.41 FT TO N LINE SE1/4 W 210.52 FT TO POB IN SEC 14-23-29 (LESS RD R/W ON N)**



OCPA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Residential	Parks	Hospital
			Agriculture		

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 6/5/2015

This map is for reference only and is not a survey.

ARABITG WINSTON
5408 KENMORE LN
ORLANDO, FL. 32839

HOWE JOHN W
5583 JESSAMINE LN
ORLANDO, FL. 32839

NUNNALLY LESTER C
5538 JESSAMINE LN
ORLANDO, FL. 32839

652 MERRYTIME LLC
5515 JESSAMINE LN
ORLANDO, FL. 32839

ORANGE COUNTY BCC
C/O REAL ESTATE MNGT DEPT | PO
ORLANDO, FL. 32802

BARNER BRETT L
5101 CRANES POINT CT
ORLANDO, FL. 32839

IRWIN FAMILY REVOCABLE TRUST
C/O DANN D IRWIN TRUSTEE | 5158
ORLANDO, FL. 32839

WILLIS DAVID C
5157 CRANES POINT CT
ORLANDO, FL. 32839

PARTAIN VIRGINIA R TR
5434 LAZY OAKS LN
ORLANDO, FL. 32839

BAKER JEFFREY A
5515 JESSAMINE LN
ORLANDO, FL. 32839

ORANGE COUNTY BCC
C/O REAL ESTATE MNGT DEPT | PO
ORLANDO, FL. 32802

TEAGUE MICHAEL A
5553 JESSAMINE LN
ORLANDO, FL. 32839

HOWARD PEGGY T TR
5554 JESSAMINE LN
ORLANDO, FL. 32839

BAKER JEFF
5515 JESSAMINE LN
ORLANDO, FL. 32839

ACCOLA KEVIN D
5143 CRANES POINT CT
ORLANDO, FL. 32839

652 MERRYTIME LLC
5515 JESSAMINE LN
ORLANDO, FL. 32839

CONFIDENTIAL
CONFIDENTIAL

HARRIS VALERIE L
5561 JESSAMINE LN
ORLANDO, FL. 32839

CRANES POINT HOMEOWNERS ASSN
5157 CRANES POINT CT
EDGEWOOD, FL. 32839

BEEMER C BRITT
5100 CRANES POINT CT
ORLANDO, FL. 32839

WILLIAMSON PAUL R
5130 CRANES POINT CT
ORLANDO, FL. 32839

HOWARD ROBERT M JR
5554 JESSAMINE LN
ORLANDO, FL. 32839

ECKERD COLLEGE INC
4200 54TH AVE S
SAINT PETERSBURG, FL. 33711

NUNNALLY LESTER C
731 JAMESTOWN DR
WINTER PARK, FL. 32792

KATZMAN SCOTT S
677 HERMITAGE CIR
PALM BEACH GARDENS, FL. 33410

HURST JAMES F II
PO BOX 593776
ORLANDO, FL. 32859

PULLUM HARRY G SR
5550 JESSAMINE LN
ORLANDO, FL. 32839

JOHNSON ROBERT A
PO BOX 560907
ORLANDO, FL. 32856

GIBSON MARK I
5573 JESSAMINE LN
ORLANDO, FL. 32839

GREY RODERIC J LIFE ESTATE
5533 JESSAMINE LN
ORLANDO, FL. 32839

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chargement

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révéler le rebord Pop-up™

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PARTAIN JONATHAN O
5434 LAZY OAKS LN
ORLANDO, FL. 32839

YOUNG TERRY C
5115 CRANES POINT CT
ORLANDO, FL. 32839

BURKE BONNIE S
5569 JESSAMINE LN
ORLANDO, FL. 32839

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Use Avery® Template 5160®
Easy Peel® Labels

Application: _____
 Owner/Applicant Name: _____
 Public Hearing Date: _____

This affidavit is to be presented at the public hearing before the Planning and Zoning Board.

SIGN AFFIDAVIT

STATE OF FLORIDA
 ORANGE COUNTY

Before me, the undersigned authority, personally appeared David Konkol to me well known and known to me to be the person described in and who executed the foregoing affidavit, after being first duly sworn, says:

1. That the affiant posted the notice provided by the City of Edgewood, which contains the time and date of the public hearings involved (i.e. Planning and Zoning Board and/or City Council).
2. That said posted notice also contained the relevant facts pertaining to the application.
3. That said notice was posted in a conspicuous and easily visible place on the subject property not less than ten days prior to the date of public hearing. Date posted: July 1, 2015.
4. That the affiant understands that this affidavit is intended to be submitted as a prerequisite for a public hearing, and as such, will be officially filed with the City of Edgewood, Florida.

[Signature]
 Signature of owner or authorized representative

Sworn to and Subscribed before me, this 1st day of July, 2015.

Sandra J Repp

Print, type, or stamp commissioned name of Notary Public, State of Florida



Notary Public, State of Florida

Personally Known OR Produced Identification

Type of I.D. Produced FL Drivers License

1/14/2007

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

REED ET AL. *v.* TOWN OF GILBERT, ARIZONA, ET AL.CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE NINTH CIRCUIT

No. 13–502. Argued January 12, 2015—Decided June 18, 2015

Gilbert, Arizona (Town), has a comprehensive code (Sign Code or Code) that prohibits the display of outdoor signs without a permit, but exempts 23 categories of signs, including three relevant here. “Ideological Signs,” defined as signs “communicating a message or ideas” that do not fit in any other Sign Code category, may be up to 20 square feet and have no placement or time restrictions. “Political Signs,” defined as signs “designed to influence the outcome of an election,” may be up to 32 square feet and may only be displayed during an election season. “Temporary Directional Signs,” defined as signs directing the public to a church or other “qualifying event,” have even greater restrictions: No more than four of the signs, limited to six square feet, may be on a single property at any time, and signs may be displayed no more than 12 hours before the “qualifying event” and 1 hour after.

Petitioners, Good News Community Church (Church) and its pastor, Clyde Reed, whose Sunday church services are held at various temporary locations in and near the Town, posted signs early each Saturday bearing the Church name and the time and location of the next service and did not remove the signs until around midday Sunday. The Church was cited for exceeding the time limits for displaying temporary directional signs and for failing to include an event date on the signs. Unable to reach an accommodation with the Town, petitioners filed suit, claiming that the Code abridged their freedom of speech. The District Court denied their motion for a preliminary injunction, and the Ninth Circuit affirmed, ultimately concluding that the Code’s sign categories were content neutral, and that the Code satisfied the intermediate scrutiny accorded to content-neutral regulations of speech.

Held: The Sign Code’s provisions are content-based regulations of

Syllabus

speech that do not survive strict scrutiny. Pp. 6–17.

(a) Because content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *E.g.*, *R. A. V. v. St. Paul*, 505 U. S. 377, 395. Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. ___, ___. And courts are required to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. *Id.*, at ___. Whether laws define regulated speech by particular subject matter or by its function or purpose, they are subject to strict scrutiny. The same is true for laws that, though facially content neutral, cannot be “justified without reference to the content of the regulated speech,” or were adopted by the government “because of disagreement with the message” conveyed. *Ward v. Rock Against Racism*, 491 U. S. 781, 791. Pp. 6–7.

(b) The Sign Code is content based on its face. It defines the categories of temporary, political, and ideological signs on the basis of their messages and then subjects each category to different restrictions. The restrictions applied thus depend entirely on the sign’s communicative content. Because the Code, on its face, is a content-based regulation of speech, there is no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny. Pp. 7.

(c) None of the Ninth Circuit’s theories for its contrary holding is persuasive. Its conclusion that the Town’s regulation was not based on a disagreement with the message conveyed skips the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of “animus toward the ideas contained” in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429. Thus, an innocuous justification cannot transform a facially content-based law into one that is content neutral. A court must evaluate each question—whether a law is content based on its face and whether the purpose and justification for the law are content based—before concluding that a law is content neutral. *Ward* does not require otherwise, for its framework applies only to a content-neutral statute.

The Ninth Circuit’s conclusion that the Sign Code does not single out any idea or viewpoint for discrimination conflates two distinct but related limitations that the First Amendment places on government regulation of speech. Government discrimination among viewpoints

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is a “more blatant” and “egregious form of content discrimination,” *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829, but “[t]he First Amendment’s hostility to content-based regulation [also] extends . . . to prohibition of public discussion of an entire topic,” *Consolidated Edison Co. of N. Y. v. Public Serv. Comm’n of N. Y.*, 447 U. S. 530, 537. The Sign Code, a paradigmatic example of content-based discrimination, singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter.

The Ninth Circuit also erred in concluding that the Sign Code was not content based because it made only speaker-based and event-based distinctions. The Code’s categories are not speaker-based—the restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. And even if the sign categories were speaker based, that would not automatically render the law content neutral. Rather, “laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference.” *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 658. This same analysis applies to event-based distinctions. Pp. 8–14.

(d) The Sign Code’s content-based restrictions do not survive strict scrutiny because the Town has not demonstrated that the Code’s differentiation between temporary directional signs and other types of signs furthers a compelling governmental interest and is narrowly tailored to that end. See *Arizona Free Enterprise Club’s Freedom Club PAC v. Bennett*, 564 U. S. ____, ____. Assuming that the Town has a compelling interest in preserving its aesthetic appeal and traffic safety, the Code’s distinctions are highly underinclusive. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town when other types of signs create the same problem. See *Discovery Network, supra*, at 425. Nor has it shown that temporary directional signs pose a greater threat to public safety than ideological or political signs. Pp. 14–15.

(e) This decision will not prevent governments from enacting effective sign laws. The Town has ample content-neutral options available to resolve problems with safety and aesthetics, including regulating size, building materials, lighting, moving parts, and portability. And the Town may be able to forbid postings on public property, so long as it does so in an evenhanded, content-neutral manner. See *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 817. An ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—e.g., warning signs marking hazards on private property or signs directing traffic—might also survive strict scrutiny. Pp. 16–17.

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707 F. 3d 1057, reversed and remanded.

THOMAS, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SCALIA, KENNEDY, ALITO, and SOTOMAYOR, JJ., joined. ALITO, J., filed a concurring opinion, in which KENNEDY and SOTOMAYOR, JJ., joined. BREYER, J., filed an opinion concurring in the judgment. KAGAN, J., filed an opinion concurring in the judgment, in which GINSBURG and BREYER, JJ., joined

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NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 13-502

CLYDE REED, ET AL., PETITIONERS *v.* TOWN OF
GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE THOMAS delivered the opinion of the Court.

The town of Gilbert, Arizona (or Town), has adopted a comprehensive code governing the manner in which people may display outdoor signs. Gilbert, Ariz., Land Development Code (Sign Code or Code), ch. 1, §4.402 (2005).¹ The Sign Code identifies various categories of signs based on the type of information they convey, then subjects each category to different restrictions. One of the categories is “Temporary Directional Signs Relating to a Qualifying Event,” loosely defined as signs directing the public to a meeting of a nonprofit group. §4.402(P). The Code imposes more stringent restrictions on these signs than it does on signs conveying other messages. We hold that these provisions are content-based regulations of speech that cannot survive strict scrutiny.

¹The Town’s Sign Code is available online at <http://www.gilbertaz.gov/departments/development-service/planning-development/land-development-code> (as visited June 16, 2015, and available in Clerk of Court’s case file).

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I

A

The Sign Code prohibits the display of outdoor signs anywhere within the Town without a permit, but it then exempts 23 categories of signs from that requirement. These exemptions include everything from bazaar signs to flying banners. Three categories of exempt signs are particularly relevant here.

The first is "Ideological Sign[s]." This category includes any "sign communicating a message or ideas for noncommercial purposes that is not a Construction Sign, Directional Sign, Temporary Directional Sign Relating to a Qualifying Event, Political Sign, Garage Sale Sign, or a sign owned or required by a governmental agency." Sign Code, Glossary of General Terms (Glossary), p. 23 (emphasis deleted). Of the three categories discussed here, the Code treats ideological signs most favorably, allowing them to be up to 20 square feet in area and to be placed in all "zoning districts" without time limits. §4.402(J).

The second category is "Political Sign[s]." This includes any "temporary sign designed to influence the outcome of an election called by a public body." Glossary 23.² The Code treats these signs less favorably than ideological signs. The Code allows the placement of political signs up to 16 square feet on residential property and up to 32 square feet on nonresidential property, undeveloped municipal property, and "rights-of-way." §4.402(I).³ These signs may be displayed up to 60 days before a primary election and up to 15 days following a general election. *Ibid.*

²A "Temporary Sign" is a "sign not permanently attached to the ground, a wall or a building, and not designed or intended for permanent display." Glossary 25.

³The Code defines "Right-of-Way" as a "strip of publicly owned land occupied by or planned for a street, utilities, landscaping, sidewalks, trails, and similar facilities." *Id.*, at 18.

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The third category is “Temporary Directional Signs Relating to a Qualifying Event.” This includes any “Temporary Sign intended to direct pedestrians, motorists, and other passersby to a ‘qualifying event.’” Glossary 25 (emphasis deleted). A “qualifying event” is defined as any “assembly, gathering, activity, or meeting sponsored, arranged, or promoted by a religious, charitable, community service, educational, or other similar non-profit organization.” *Ibid.* The Code treats temporary directional signs even less favorably than political signs.⁴ Temporary directional signs may be no larger than six square feet. §4.402(P). They may be placed on private property or on a public right-of-way, but no more than four signs may be placed on a single property at any time. *Ibid.* And, they may be displayed no more than 12 hours before the “qualifying event” and no more than 1 hour afterward. *Ibid.*

B

Petitioners Good News Community Church (Church) and its pastor, Clyde Reed, wish to advertise the time and location of their Sunday church services. The Church is a small, cash-strapped entity that owns no building, so it holds its services at elementary schools or other locations in or near the Town. In order to inform the public about its services, which are held in a variety of different loca-

⁴The Sign Code has been amended twice during the pendency of this case. When litigation began in 2007, the Code defined the signs at issue as “Religious Assembly Temporary Direction Signs.” App. 75. The Code entirely prohibited placement of those signs in the public right-of-way, and it forbade posting them in any location for more than two hours before the religious assembly or more than one hour afterward. *Id.*, at 75–76. In 2008, the Town redefined the category as “Temporary Directional Signs Related to a Qualifying Event,” and it expanded the time limit to 12 hours before and 1 hour after the “qualifying event.” *Ibid.* In 2011, the Town amended the Code to authorize placement of temporary directional signs in the public right-of-way. *Id.*, at 89.

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tions, the Church began placing 15 to 20 temporary signs around the Town, frequently in the public right-of-way abutting the street. The signs typically displayed the Church's name, along with the time and location of the upcoming service. Church members would post the signs early in the day on Saturday and then remove them around midday on Sunday. The display of these signs requires little money and manpower, and thus has proved to be an economical and effective way for the Church to let the community know where its services are being held each week.

This practice caught the attention of the Town's Sign Code compliance manager, who twice cited the Church for violating the Code. The first citation noted that the Church exceeded the time limits for displaying its temporary directional signs. The second citation referred to the same problem, along with the Church's failure to include the date of the event on the signs. Town officials even confiscated one of the Church's signs, which Reed had to retrieve from the municipal offices.

Reed contacted the Sign Code Compliance Department in an attempt to reach an accommodation. His efforts proved unsuccessful. The Town's Code compliance manager informed the Church that there would be "no leniency under the Code" and promised to punish any future violations.

Shortly thereafter, petitioners filed a complaint in the United States District Court for the District of Arizona, arguing that the Sign Code abridged their freedom of speech in violation of the First and Fourteenth Amendments. The District Court denied the petitioners' motion for a preliminary injunction. The Court of Appeals for the Ninth Circuit affirmed, holding that the Sign Code's provision regulating temporary directional signs did not regulate speech on the basis of content. 587 F.3d 966, 979 (2009). It reasoned that, even though an enforcement

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officer would have to read the sign to determine what provisions of the Sign Code applied to it, the “kind of cursory examination” that would be necessary for an officer to classify it as a temporary directional sign was “not akin to an officer synthesizing the expressive content of the sign.” *Id.*, at 978. It then remanded for the District Court to determine in the first instance whether the Sign Code’s distinctions among temporary directional signs, political signs, and ideological signs nevertheless constituted a content-based regulation of speech.

On remand, the District Court granted summary judgment in favor of the Town. The Court of Appeals again affirmed, holding that the Code’s sign categories were content neutral. The court concluded that “the distinctions between Temporary Directional Signs, Ideological Signs, and Political Signs . . . are based on objective factors relevant to Gilbert’s creation of the specific exemption from the permit requirement and do not otherwise consider the substance of the sign.” 707 F. 3d 1057, 1069 (CA9 2013). Relying on this Court’s decision in *Hill v. Colorado*, 530 U. S. 703 (2000), the Court of Appeals concluded that the Sign Code is content neutral. 707 F. 3d, at 1071–1072. As the court explained, “Gilbert did not adopt its regulation of speech because it disagreed with the message conveyed” and its “interests in regulat[ing] temporary signs are unrelated to the content of the sign.” *Ibid.* Accordingly, the court believed that the Code was “content-neutral as that term [has been] defined by the Supreme Court.” *Id.*, at 1071. In light of that determination, it applied a lower level of scrutiny to the Sign Code and concluded that the law did not violate the First Amendment. *Id.*, at 1073–1076.

We granted certiorari, 573 U. S. ____ (2014), and now reverse.

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II

A

The First Amendment, applicable to the States through the Fourteenth Amendment, prohibits the enactment of laws “abridging the freedom of speech.” U.S. Const., Amdt. 1. Under that Clause, a government, including a municipal government vested with state authority, “has no power to restrict expression because of its message, its ideas, its subject matter, or its content.” *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 95 (1972). Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *R. A. V. v. St. Paul*, 505 U. S. 377, 395 (1992); *Simon & Schuster, Inc. v. Members of N. Y. State Crime Victims Bd.*, 502 U. S. 105, 115, 118 (1991).

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. ___, ___ (2011) (slip op., at 8–9); *Carey v. Brown*, 447 U. S. 455, 462 (1980); *Mosley, supra*, at 95. This commonsense meaning of the phrase “content based” requires a court to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. *Sorrell, supra*, at ___ (slip op., at 8). Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny.

Our precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be “justified without reference to

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the content of the regulated speech,” or that were adopted by the government “because of disagreement with the message [the speech] conveys,” *Ward v. Rock Against Racism*, 491 U. S. 781, 791 (1989). Those laws, like those that are content based on their face, must also satisfy strict scrutiny.

B

The Town’s Sign Code is content based on its face. It defines “Temporary Directional Signs” on the basis of whether a sign conveys the message of directing the public to church or some other “qualifying event.” Glossary 25. It defines “Political Signs” on the basis of whether a sign’s message is “designed to influence the outcome of an election.” *Id.*, at 24. And it defines “Ideological Signs” on the basis of whether a sign “communicat[es] a message or ideas” that do not fit within the Code’s other categories. *Id.*, at 23. It then subjects each of these categories to different restrictions.

The restrictions in the Sign Code that apply to any given sign thus depend entirely on the communicative content of the sign. If a sign informs its reader of the time and place a book club will discuss John Locke’s *Two Treatises of Government*, that sign will be treated differently from a sign expressing the view that one should vote for one of Locke’s followers in an upcoming election, and both signs will be treated differently from a sign expressing an ideological view rooted in Locke’s theory of government. More to the point, the Church’s signs inviting people to attend its worship services are treated differently from signs conveying other types of ideas. On its face, the Sign Code is a content-based regulation of speech. We thus have no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny.

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C

In reaching the contrary conclusion, the Court of Appeals offered several theories to explain why the Town's Sign Code should be deemed content neutral. None is persuasive.

1

The Court of Appeals first determined that the Sign Code was content neutral because the Town "did not adopt its regulation of speech [based on] disagree[ment] with the message conveyed," and its justifications for regulating temporary directional signs were "unrelated to the content of the sign." 707 F. 3d, at 1071–1072. In its brief to this Court, the United States similarly contends that a sign regulation is content neutral—even if it expressly draws distinctions based on the sign's communicative content—if those distinctions can be "justified without reference to the content of the regulated speech." Brief for United States as *Amicus Curiae* 20, 24 (quoting *Ward, supra*, at 791; emphasis deleted).

But this analysis skips the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of "animus toward the ideas contained" in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429 (1993). We have thus made clear that "[i]llicit legislative intent is not the *sine qua non* of a violation of the First Amendment," and a party opposing the government "need adduce 'no evidence of an improper censorial motive.'" *Simon & Schuster, supra*, at 117. Although "a content-based purpose may be sufficient in certain circumstances to show that a regulation is content based, it is not necessary." *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 642 (1994). In other words, an

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innocuous justification cannot transform a facially content-based law into one that is content neutral.

That is why we have repeatedly considered whether a law is content neutral on its face *before* turning to the law's justification or purpose. See, e.g., *Sorrell, supra*, at ____–____ (slip op., at 8–9) (statute was content based “on its face,” and there was also evidence of an impermissible legislative motive); *United States v. Eichman*, 496 U. S. 310, 315 (1990) (“Although the [statute] contains no explicit content-based limitation on the scope of prohibited conduct, it is nevertheless clear that the Government's asserted *interest* is related to the suppression of free expression” (internal quotation marks omitted)); *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 804 (1984) (“The text of the ordinance is neutral,” and “there is not even a hint of bias or censorship in the City's enactment or enforcement of this ordinance”); *Clark v. Community for Creative Non-Violence*, 468 U. S. 288, 293 (1984) (requiring that a facially content-neutral ban on camping must be “justified without reference to the content of the regulated speech”); *United States v. O'Brien*, 391 U. S. 367, 375, 377 (1968) (noting that the statute “on its face deals with conduct having no connection with speech,” but examining whether the “the governmental interest is unrelated to the suppression of free expression”). Because strict scrutiny applies either when a law is content based on its face or when the purpose and justification for the law are content based, a court must evaluate each question before it concludes that the law is content neutral and thus subject to a lower level of scrutiny.

The Court of Appeals and the United States misunderstand our decision in *Ward* as suggesting that a government's purpose is relevant even when a law is content based on its face. That is incorrect. *Ward* had nothing to say about facially content-based restrictions because it involved a facially content-*neutral* ban on the use, in a

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city-owned music venue, of sound amplification systems not provided by the city. 491 U. S., at 787, and n. 2. In that context, we looked to governmental motive, including whether the government had regulated speech “because of disagreement” with its message, and whether the regulation was “justified without reference to the content of the speech.” *Id.*, at 791. But *Ward’s* framework “applies only if a statute is content neutral.” *Hill*, 530 U. S., at 766 (KENNEDY, J., dissenting). Its rules thus operate “to protect speech,” not “to restrict it.” *Id.*, at 765.

The First Amendment requires no less. Innocent motives do not eliminate the danger of censorship presented by a facially content-based statute, as future government officials may one day wield such statutes to suppress disfavored speech. That is why the First Amendment expressly targets the operation of the laws—*i.e.*, the “abridg[ement] of speech”—rather than merely the motives of those who enacted them. U. S. Const., Amdt. 1. “The vice of content-based legislation . . . is not that it is always used for invidious, thought-control purposes, but that it lends itself to use for those purposes.” *Hill, supra*, at 743 (SCALIA, J., dissenting).

For instance, in *NAACP v. Button*, 371 U. S. 415 (1963), the Court encountered a State’s attempt to use a statute prohibiting “improper solicitation” by attorneys to outlaw litigation-related speech of the National Association for the Advancement of Colored People. *Id.*, at 438. Although *Button* predated our more recent formulations of strict scrutiny, the Court rightly rejected the State’s claim that its interest in the “regulation of professional conduct” rendered the statute consistent with the First Amendment, observing that “it is no answer . . . to say . . . that the purpose of these regulations was merely to insure high professional standards and not to curtail free expression.” *Id.*, at 438–439. Likewise, one could easily imagine a Sign Code compliance manager who disliked the Church’s

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substantive teachings deploying the Sign Code to make it more difficult for the Church to inform the public of the location of its services. Accordingly, we have repeatedly “rejected the argument that ‘discriminatory . . . treatment is suspect under the First Amendment only when the legislature intends to suppress certain ideas.’” *Discovery Network*, 507 U. S., at 429. We do so again today.

2

The Court of Appeals next reasoned that the Sign Code was content neutral because it “does not mention any idea or viewpoint, let alone single one out for differential treatment.” 587 F. 3d, at 977. It reasoned that, for the purpose of the Code provisions, “[i]t makes no difference which candidate is supported, who sponsors the event, or what ideological perspective is asserted.” 707 F. 3d, at 1089.

The Town seizes on this reasoning, insisting that “content based” is a term of art that “should be applied flexibly” with the goal of protecting “viewpoints and ideas from government censorship or favoritism.” Brief for Respondents 22. In the Town’s view, a sign regulation that “does not censor or favor particular viewpoints or ideas” cannot be content based. *Ibid.* The Sign Code allegedly passes this test because its treatment of temporary directional signs does not raise any concerns that the government is “endorsing or suppressing ‘ideas or viewpoints,’” *id.*, at 27, and the provisions for political signs and ideological signs “are neutral as to particular ideas or viewpoints” within those categories. *Id.*, at 37.

This analysis conflates two distinct but related limitations that the First Amendment places on government regulation of speech. Government discrimination among viewpoints—or the regulation of speech based on “the specific motivating ideology or the opinion or perspective of the speaker”—is a “more blatant” and “egregious form of

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content discrimination.” *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829 (1995). But it is well established that “[t]he First Amendment’s hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic.” *Consolidated Edison Co. of N. Y. v. Public Serv. Comm’n of N. Y.*, 447 U. S. 530, 537 (1980).

Thus, a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter. *Ibid.* For example, a law banning the use of sound trucks for political speech—and only political speech—would be a content-based regulation, even if it imposed no limits on the political viewpoints that could be expressed. See *Discovery Network, supra*, at 428. The Town’s Sign Code likewise singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter. Ideological messages are given more favorable treatment than messages concerning a political candidate, which are themselves given more favorable treatment than messages announcing an assembly of like-minded individuals. That is a paradigmatic example of content-based discrimination.

3

Finally, the Court of Appeals characterized the Sign Code’s distinctions as turning on “the content-neutral elements of who is speaking through the sign and whether and when an event is occurring.” 707 F. 3d, at 1069. That analysis is mistaken on both factual and legal grounds.

To start, the Sign Code’s distinctions are not speaker based. The restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. If a local business, for example, sought to put up

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signs advertising the Church's meetings, those signs would be subject to the same limitations as such signs placed by the Church. And if Reed had decided to display signs in support of a particular candidate, he could have made those signs far larger—and kept them up for far longer—than signs inviting people to attend his church services. If the Code's distinctions were truly speaker based, both types of signs would receive the same treatment.

In any case, the fact that a distinction is speaker based does not, as the Court of Appeals seemed to believe, automatically render the distinction content neutral. Because “[s]peech restrictions based on the identity of the speaker are all too often simply a means to control content,” *Citizens United v. Federal Election Comm’n*, 558 U. S. 310, 340 (2010), we have insisted that “laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference,” *Turner*, 512 U. S., at 658. Thus, a law limiting the content of newspapers, but only newspapers, could not evade strict scrutiny simply because it could be characterized as speaker based. Likewise, a content-based law that restricted the political speech of all corporations would not become content neutral just because it singled out corporations as a class of speakers. See *Citizens United*, *supra*, at 340–341. Characterizing a distinction as speaker based is only the beginning—not the end—of the inquiry.

Nor do the Sign Code’s distinctions hinge on “whether and when an event is occurring.” The Code does not permit citizens to post signs on any topic whatsoever within a set period leading up to an election, for example. Instead, come election time, it requires Town officials to determine whether a sign is “designed to influence the outcome of an election” (and thus “political”) or merely “communicating a message or ideas for noncommercial purposes” (and thus “ideological”). Glossary 24. That obvious content-based

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inquiry does not evade strict scrutiny review simply because an event (*i.e.*, an election) is involved.

And, just as with speaker-based laws, the fact that a distinction is event based does not render it content neutral. The Court of Appeals cited no precedent from this Court supporting its novel theory of an exception from the content-neutrality requirement for event-based laws. As we have explained, a speech regulation is content based if the law applies to particular speech because of the topic discussed or the idea or message expressed. *Supra*, at 6. A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea. Here, the Code singles out signs bearing a particular message: the time and location of a specific event. This type of ordinance may seem like a perfectly rational way to regulate signs, but a clear and firm rule governing content neutrality is an essential means of protecting the freedom of speech, even if laws that might seem “entirely reasonable” will sometimes be “struck down because of their content-based nature.” *City of Ladue v. Gilleo*, 512 U. S. 43, 60 (1994) (O’Connor, J., concurring).

III

Because the Town’s Sign Code imposes content-based restrictions on speech, those provisions can stand only if they survive strict scrutiny, “which requires the Government to prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest,” *Arizona Free Enterprise Club’s Freedom Club PAC v. Bennett*, 564 U. S. ___, ___ (2011) (slip op., at 8) (quoting *Citizens United*, 558 U. S., at 340). Thus, it is the Town’s burden to demonstrate that the Code’s differentiation between temporary directional signs and other types of signs, such as political signs and ideological signs, furthers a compelling governmental interest and is narrowly tai-

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lored to that end. See *ibid.*

The Town cannot do so. It has offered only two governmental interests in support of the distinctions the Sign Code draws: preserving the Town's aesthetic appeal and traffic safety. Assuming for the sake of argument that those are compelling governmental interests, the Code's distinctions fail as hopelessly underinclusive.

Starting with the preservation of aesthetics, temporary directional signs are "no greater an eyesore," *Discovery Network*, 507 U. S., at 425, than ideological or political ones. Yet the Code allows unlimited proliferation of larger ideological signs while strictly limiting the number, size, and duration of smaller directional ones. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town while at the same time allowing unlimited numbers of other types of signs that create the same problem.

The Town similarly has not shown that limiting temporary directional signs is necessary to eliminate threats to traffic safety, but that limiting other types of signs is not. The Town has offered no reason to believe that directional signs pose a greater threat to safety than do ideological or political signs. If anything, a sharply worded ideological sign seems more likely to distract a driver than a sign directing the public to a nearby church meeting.

In light of this underinclusiveness, the Town has not met its burden to prove that its Sign Code is narrowly tailored to further a compelling government interest. Because a "law cannot be regarded as protecting an interest of the highest order, and thus as justifying a restriction on truthful speech, when it leaves appreciable damage to that supposedly vital interest unprohibited," *Republican Party of Minn. v. White*, 536 U. S. 765, 780 (2002), the Sign Code fails strict scrutiny.

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IV

Our decision today will not prevent governments from enacting effective sign laws. The Town asserts that an “absolutist” content-neutrality rule would render “virtually all distinctions in sign laws . . . subject to strict scrutiny,” Brief for Respondents 34–35, but that is not the case. Not “all distinctions” are subject to strict scrutiny, only *content-based* ones are. Laws that are *content neutral* are instead subject to lesser scrutiny. See *Clark*, 468 U. S., at 295.

The Town has ample content-neutral options available to resolve problems with safety and aesthetics. For example, its current Code regulates many aspects of signs that have nothing to do with a sign’s message: size, building materials, lighting, moving parts, and portability. See, e.g., §4.402(R). And on public property, the Town may go a long way toward entirely forbidding the posting of signs, so long as it does so in an evenhanded, content-neutral manner. See *Taxpayers for Vincent*, 466 U. S., at 817 (upholding content-neutral ban against posting signs on public property). Indeed, some lower courts have long held that similar content-based sign laws receive strict scrutiny, but there is no evidence that towns in those jurisdictions have suffered catastrophic effects. See, e.g., *Solantic, LLC v. Neptune Beach*, 410 F. 3d 1250, 1264–1269 (CA11 2005) (sign categories similar to the town of Gilbert’s were content based and subject to strict scrutiny); *Matthews v. Needham*, 764 F. 2d 58, 59–60 (CA1 1985) (law banning political signs but not commercial signs was content based and subject to strict scrutiny).

We acknowledge that a city might reasonably view the general regulation of signs as necessary because signs “take up space and may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation.” *City of Ladue*, 512 U. S., at 48. At the same time, the presence of certain

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signs may be essential, both for vehicles and pedestrians, to guide traffic or to identify hazards and ensure safety. A sign ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—such as warning signs marking hazards on private property, signs directing traffic, or street numbers associated with private houses—well might survive strict scrutiny. The signs at issue in this case, including political and ideological signs and signs for events, are far removed from those purposes. As discussed above, they are facially content based and are neither justified by traditional safety concerns nor narrowly tailored.

* * *

We reverse the judgment of the Court of Appeals and remand the case for proceedings consistent with this opinion.

It is so ordered.

ALITO, J., concurring

SUPREME COURT OF THE UNITED STATES

No. 13-502

CLYDE REED, ET AL., PETITIONERS v. TOWN OF
GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE ALITO, with whom JUSTICE KENNEDY and
JUSTICE SOTOMAYOR join, concurring.

I join the opinion of the Court but add a few words of
further explanation.

As the Court holds, what we have termed “content-
based” laws must satisfy strict scrutiny. Content-based
laws merit this protection because they present, albeit
sometimes in a subtler form, the same dangers as laws
that regulate speech based on viewpoint. Limiting speech
based on its “topic” or “subject” favors those who do not
want to disturb the status quo. Such regulations may
interfere with democratic self-government and the search
for truth. See *Consolidated Edison Co. of N. Y. v. Public
Serv. Comm’n of N. Y.*, 447 U. S. 530, 537 (1980).

As the Court shows, the regulations at issue in this case
are replete with content-based distinctions, and as a result
they must satisfy strict scrutiny. This does not mean,
however, that municipalities are powerless to enact and
enforce reasonable sign regulations. I will not attempt to
provide anything like a comprehensive list, but here are
some rules that would not be content based:

Rules regulating the size of signs. These rules may
distinguish among signs based on any content-neutral
criteria, including any relevant criteria listed below.

Rules regulating the locations in which signs may be

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placed. These rules may distinguish between free-standing signs and those attached to buildings.

Rules distinguishing between lighted and unlighted signs.

Rules distinguishing between signs with fixed messages and electronic signs with messages that change.

Rules that distinguish between the placement of signs on private and public property.

Rules distinguishing between the placement of signs on commercial and residential property.

Rules distinguishing between on-premises and off-premises signs.

Rules restricting the total number of signs allowed per mile of roadway.

Rules imposing time restrictions on signs advertising a one-time event. Rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed.*

In addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech. See *Pleasant Grove City v. Summum*, 555 U. S. 460, 467–469 (2009). They may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots.

Properly understood, today's decision will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives.

*Of course, content-neutral restrictions on speech are not necessarily consistent with the First Amendment. Time, place, and manner restrictions "must be narrowly tailored to serve the government's legitimate, content-neutral interests." *Ward v. Rock Against Racism*, 491 U. S. 781, 798 (1989). But they need not meet the high standard imposed on viewpoint- and content-based restrictions.

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SUPREME COURT OF THE UNITED STATES

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[June 18, 2015]

JUSTICE BREYER, concurring in the judgment.

I join JUSTICE KAGAN's separate opinion. Like JUSTICE KAGAN I believe that categories alone cannot satisfactorily resolve the legal problem before us. The First Amendment requires greater judicial sensitivity both to the Amendment's expressive objectives and to the public's legitimate need for regulation than a simple recitation of categories, such as "content discrimination" and "strict scrutiny," would permit. In my view, the category "content discrimination" is better considered in many contexts, including here, as a rule of thumb, rather than as an automatic "strict scrutiny" trigger, leading to almost certain legal condemnation.

To use content discrimination to trigger strict scrutiny sometimes makes perfect sense. There are cases in which the Court has found content discrimination an unconstitutional method for suppressing a viewpoint. E.g., *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 828-829 (1995); see also *Boos v. Barry*, 485 U. S. 312, 318-319 (1988) (plurality opinion) (applying strict scrutiny where the line between subject matter and viewpoint was not obvious). And there are cases where the Court has found content discrimination to reveal that rules governing a traditional public forum are, in fact, not a neutral way of fairly managing the forum in the interest of all

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speakers. *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 96 (1972) ("Once a forum is opened up to assembly or speaking by some groups, government may not prohibit others from assembling or speaking on the basis of what they intend to say"). In these types of cases, strict scrutiny is often appropriate, and content discrimination has thus served a useful purpose.

But content discrimination, while helping courts to identify unconstitutional suppression of expression, cannot and should not always trigger strict scrutiny. To say that it is not an automatic "strict scrutiny" trigger is not to argue against that concept's use. I readily concede, for example, that content discrimination, as a conceptual tool, can sometimes reveal weaknesses in the government's rationale for a rule that limits speech. If, for example, a city looks to litter prevention as the rationale for a prohibition against placing newsracks dispensing free advertisements on public property, why does it exempt other newsracks causing similar litter? Cf. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410 (1993). I also concede that, whenever government disfavors one kind of speech, it places that speech at a disadvantage, potentially interfering with the free marketplace of ideas and with an individual's ability to express thoughts and ideas that can help that individual determine the kind of society in which he wishes to live, help shape that society, and help define his place within it.

Nonetheless, in these latter instances to use the presence of content discrimination automatically to trigger strict scrutiny and thereby call into play a strong presumption against constitutionality goes too far. That is because virtually all government activities involve speech, many of which involve the regulation of speech. Regulatory programs almost always require content discrimination. And to hold that such content discrimination triggers strict scrutiny is to write a recipe for judicial management

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of ordinary government regulatory activity.

Consider a few examples of speech regulated by government that inevitably involve content discrimination, but where a strong presumption against constitutionality has no place. Consider governmental regulation of securities, e.g., 15 U. S. C. §78l (requirements for content that must be included in a registration statement); of energy conservation labeling-practices, e.g., 42 U. S. C. §6294 (requirements for content that must be included on labels of certain consumer electronics); of prescription drugs, e.g., 21 U. S. C. §353(b)(4)(A) (requiring a prescription drug label to bear the symbol “Rx only”); of doctor-patient confidentiality, e.g., 38 U. S. C. §7332 (requiring confidentiality of certain medical records, but allowing a physician to disclose that the patient has HIV to the patient’s spouse or sexual partner); of income tax statements, e.g., 26 U. S. C. §6039F (requiring taxpayers to furnish information about foreign gifts received if the aggregate amount exceeds \$10,000); of commercial airplane briefings, e.g., 14 CFR §136.7 (2015) (requiring pilots to ensure that each passenger has been briefed on flight procedures, such as seatbelt fastening); of signs at petting zoos, e.g., N. Y. Gen. Bus. Law Ann. §399–ff(3) (West Cum. Supp. 2015) (requiring petting zoos to post a sign at every exit “strongly recommend[ing] that persons wash their hands upon exiting the petting zoo area”); and so on.

Nor can the majority avoid the application of strict scrutiny to all sorts of justifiable governmental regulations by relying on this Court’s many subcategories and exceptions to the rule. The Court has said, for example, that we should apply less strict standards to “commercial speech.” *Central Hudson Gas & Elec. Corp. v. Public Service Comm’n of N. Y.*, 447 U. S. 557, 562–563 (1980). But I have great concern that many justifiable instances of “content-based” regulation are noncommercial. And, worse than that, the Court has applied the heightened

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“strict scrutiny” standard even in cases where the less stringent “commercial speech” standard was appropriate. See *Sorrell v. IMS Health Inc.*, 564 U. S. ___, ___ (2011) (BREYER, J., dissenting) (slip op., at ___). The Court has also said that “government speech” escapes First Amendment strictures. See *Rust v. Sullivan*, 500 U. S. 173, 193–194 (1991). But regulated speech is typically private speech, not government speech. Further, the Court has said that, “[w]hen the basis for the content discrimination consists entirely of the very reason the entire class of speech at issue is proscribable, no significant danger of idea or viewpoint discrimination exists.” *R. A. V. v. St. Paul*, 505 U. S. 377, 388 (1992). But this exception accounts for only a few of the instances in which content discrimination is readily justifiable.

I recognize that the Court could escape the problem by watering down the force of the presumption against constitutionality that “strict scrutiny” normally carries with it. But, in my view, doing so will weaken the First Amendment’s protection in instances where “strict scrutiny” should apply in full force.

The better approach is to generally treat content discrimination as a strong reason weighing against the constitutionality of a rule where a traditional public forum, or where viewpoint discrimination, is threatened, but elsewhere treat it as a rule of thumb, finding it a helpful, but not determinative legal tool, in an appropriate case, to determine the strength of a justification. I would use content discrimination as a supplement to a more basic analysis, which, tracking most of our First Amendment cases, asks whether the regulation at issue works harm to First Amendment interests that is disproportionate in light of the relevant regulatory objectives. Answering this question requires examining the seriousness of the harm to speech, the importance of the countervailing objectives, the extent to which the law will achieve those objectives,

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and whether there are other, less restrictive ways of doing so. See, e.g., *United States v. Alvarez*, 567 U. S. ___, ___ (2012) (BREYER, J., concurring in judgment) (slip op., at 1–3); *Nixon v. Shrink Missouri Government PAC*, 528 U. S. 377, 400–403 (2000) (BREYER, J., concurring). Admittedly, this approach does not have the simplicity of a mechanical use of categories. But it does permit the government to regulate speech in numerous instances where the voters have authorized the government to regulate and where courts should hesitate to substitute judicial judgment for that of administrators.

Here, regulation of signage along the roadside, for purposes of safety and beautification is at issue. There is no traditional public forum nor do I find any general effort to censor a particular viewpoint. Consequently, the specific regulation at issue does not warrant “strict scrutiny.” Nonetheless, for the reasons that JUSTICE KAGAN sets forth, I believe that the Town of Gilbert’s regulatory rules violate the First Amendment. I consequently concur in the Court’s judgment only.

KAGAN, J., concurring in judgment

SUPREME COURT OF THE UNITED STATES

No. 13–502

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[June 18, 2015]

JUSTICE KAGAN, with whom JUSTICE GINSBURG and
JUSTICE BREYER join, concurring in the judgment.

Countless cities and towns across America have adopted ordinances regulating the posting of signs, while exempting certain categories of signs based on their subject matter. For example, some municipalities generally prohibit illuminated signs in residential neighborhoods, but lift that ban for signs that identify the address of a home or the name of its owner or occupant. See, e.g., City of Truth or Consequences, N. M., Code of Ordinances, ch. 16, Art. XIII, §§11–13–2.3, 11–13–2.9(H)(4) (2014). In other municipalities, safety signs such as “Blind Pedestrian Crossing” and “Hidden Driveway” can be posted without a permit, even as other permanent signs require one. See, e.g., Code of Athens-Clarke County, Ga., Pt. III, §7–4–7(1) (1993). Elsewhere, historic site markers—for example, “George Washington Slept Here”—are also exempt from general regulations. See, e.g., Dover, Del., Code of Ordinances, Pt. II, App. B, Art. 5, §4.5(F) (2012). And similarly, the federal Highway Beautification Act limits signs along interstate highways unless, for instance, they direct travelers to “scenic and historical attractions” or advertise free coffee. See 23 U. S. C. §§131(b), (c)(1), (c)(5).

Given the Court’s analysis, many sign ordinances of that kind are now in jeopardy. See ante, at 14 (acknowledging

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that “entirely reasonable” sign laws “will sometimes be struck down” under its approach (internal quotation marks omitted). Says the majority: When laws “single[] out specific subject matter,” they are “facially content based”; and when they are facially content based, they are automatically subject to strict scrutiny. Ante, at 12, 16–17. And although the majority holds out hope that some sign laws with subject-matter exemptions “might survive” that stringent review, ante, at 17, the likelihood is that most will be struck down. After all, it is the “rare case[] in which a speech restriction withstands strict scrutiny.” *Williams-Yulee v. Florida Bar*, 575 U. S. ___, ___ (2015) (slip op., at 9). To clear that high bar, the government must show that a content-based distinction “is necessary to serve a compelling state interest and is narrowly drawn to achieve that end.” *Arkansas Writers’ Project, Inc. v. Ragland*, 481 U. S. 221, 231 (1987). So on the majority’s view, courts would have to determine that a town has a compelling interest in informing passersby where George Washington slept. And likewise, courts would have to find that a town has no other way to prevent hidden-driveway mishaps than by specially treating hidden-driveway signs. (Well-placed speed bumps? Lower speed limits? Or how about just a ban on hidden driveways?) The consequence—unless courts water down strict scrutiny to something unrecognizable—is that our communities will find themselves in an unenviable bind: They will have to either repeal the exemptions that allow for helpful signs on streets and sidewalks, or else lift their sign restrictions altogether and resign themselves to the resulting clutter.*

*Even in trying (commendably) to limit today’s decision, JUSTICE ALITO’s concurrence highlights its far-reaching effects. According to JUSTICE ALITO, the majority does not subject to strict scrutiny regulations of “signs advertising a one-time event.” Ante, at 2 (ALITO, J., concurring). But of course it does. On the majority’s view, a law with an exception for such signs “singles out specific subject matter for

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Although the majority insists that applying strict scrutiny to all such ordinances is “essential” to protecting First Amendment freedoms, ante, at 14, I find it challenging to understand why that is so. This Court’s decisions articulate two important and related reasons for subjecting content-based speech regulations to the most exacting standard of review. The first is “to preserve an uninhibited marketplace of ideas in which truth will ultimately prevail.” *McCullen v. Coakley*, 573 U. S. ___, ___ (2014) (slip op., at 8–9) (internal quotation marks omitted). The second is to ensure that the government has not regulated speech “based on hostility—or favoritism—towards the underlying message expressed.” *R. A. V. v. St. Paul*, 505 U. S. 377, 386 (1992). Yet the subject-matter exemptions included in many sign ordinances do not implicate those concerns. Allowing residents, say, to install a light bulb over “name and address” signs but no others does not distort the marketplace of ideas. Nor does that different treatment give rise to an inference of impermissible government motive.

We apply strict scrutiny to facially content-based regulations of speech, in keeping with the rationales just described, when there is any “realistic possibility that official suppression of ideas is afoot.” *Davenport v. Washington Ed. Assn.*, 551 U. S. 177, 189 (2007) (quoting *R. A. V.*, 505 U. S., at 390). That is always the case when the regulation facially differentiates on the basis of viewpoint. See *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829 (1995). It is also the case (except in non-public or limited public forums) when a law restricts “discussion of an entire topic” in public debate. Consolidated

differential treatment” and “defin[es] regulated speech by particular subject matter.” Ante, at 6, 12 (majority opinion). Indeed, the precise reason the majority applies strict scrutiny here is that “the Code singles out signs bearing a particular message: the time and location of a specific event.” Ante, at 14.

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Edison Co. of N. Y. v. Public Serv. Comm'n of N. Y., 447 U. S. 530, 537, 539–540 (1980) (invalidating a limitation on speech about nuclear power). We have stated that “[i]f the marketplace of ideas is to remain free and open, governments must not be allowed to choose ‘which issues are worth discussing or debating.’” *Id.*, at 537–538 (quoting *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 96 (1972)). And we have recognized that such subject-matter restrictions, even though viewpoint-neutral on their face, may “suggest[] an attempt to give one side of a debatable public question an advantage in expressing its views to the people.” *First Nat. Bank of Boston v. Bellotti*, 435 U. S. 765, 785 (1978); accord, *ante*, at 1 (ALITO, J., concurring) (limiting all speech on one topic “favors those who do not want to disturb the status quo”). Subject-matter regulation, in other words, may have the intent or effect of favoring some ideas over others. When that is realistically possible—when the restriction “raises the specter that the Government may effectively drive certain ideas or viewpoints from the marketplace”—we insist that the law pass the most demanding constitutional test. *R. A. V.*, 505 U. S., at 387 (quoting *Simon & Schuster, Inc. v. Members of N. Y. State Crime Victims Bd.*, 502 U. S. 105, 116 (1991)).

But when that is not realistically possible, we may do well to relax our guard so that “entirely reasonable” laws imperiled by strict scrutiny can survive. *Ante*, at 14. This point is by no means new. Our concern with content-based regulation arises from the fear that the government will skew the public’s debate of ideas—so when “that risk is inconsequential, . . . strict scrutiny is unwarranted.” *Davenport*, 551 U. S., at 188; see *R. A. V.*, 505 U. S., at 388 (approving certain content-based distinctions when there is “no significant danger of idea or viewpoint discrimination”). To do its intended work, of course, the category of content-based regulation triggering strict scrutiny must

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sweep more broadly than the actual harm; that category exists to create a buffer zone guaranteeing that the government cannot favor or disfavor certain viewpoints. But that buffer zone need not extend forever. We can administer our content-regulation doctrine with a dose of common sense, so as to leave standing laws that in no way implicate its intended function.

And indeed we have done just that: Our cases have been far less rigid than the majority admits in applying strict scrutiny to facially content-based laws—including in cases just like this one. See *Davenport*, 551 U. S., at 188 (noting that “we have identified numerous situations in which [the] risk” attached to content-based laws is “attenuated”). In *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789 (1984), the Court declined to apply strict scrutiny to a municipal ordinance that exempted address numbers and markers commemorating “historical, cultural, or artistic event[s]” from a generally applicable limit on sidewalk signs. *Id.*, at 792, n. 1 (listing exemptions); see *id.*, at 804–810 (upholding ordinance under intermediate scrutiny). After all, we explained, the law’s enactment and enforcement revealed “not even a hint of bias or censorship.” *Id.*, at 804; see also *Renton v. Playtime Theatres, Inc.*, 475 U. S. 41, 48 (1986) (applying intermediate scrutiny to a zoning law that facially distinguished among movie theaters based on content because it was “designed to prevent crime, protect the city’s retail trade, [and] maintain property values . . . , not to suppress the expression of unpopular views”). And another decision involving a similar law provides an alternative model. In *City of Ladue v. Gilleo*, 512 U. S. 43 (1994), the Court assumed *arguendo* that a sign ordinance’s exceptions for address signs, safety signs, and for-sale signs in residential areas did not trigger strict scrutiny. See *id.*, at 46–47, and n. 6 (listing exemptions); *id.*, at 53 (noting this assumption). We did not need to, and so did not, decide the

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level-of-scrutiny question because the law's breadth made it unconstitutional under any standard.

The majority could easily have taken Ladue's tack here. The Town of Gilbert's defense of its sign ordinance—most notably, the law's distinctions between directional signs and others—does not pass strict scrutiny, or intermediate scrutiny, or even the laugh test. See *ante*, at 14–15 (discussing those distinctions). The Town, for example, provides no reason at all for prohibiting more than four directional signs on a property while placing no limits on the number of other types of signs. See Gilbert, Ariz., Land Development Code, ch. I, §§4.402(J), (P)(2) (2014). Similarly, the Town offers no coherent justification for restricting the size of directional signs to 6 square feet while allowing other signs to reach 20 square feet. See §§4.402(J), (P)(1). The best the Town could come up with at oral argument was that directional signs “need to be smaller because they need to guide travelers along a route.” Tr. of Oral Arg. 40. Why exactly a smaller sign better helps travelers get to where they are going is left a mystery. The absence of any sensible basis for these and other distinctions dooms the Town's ordinance under even the intermediate scrutiny that the Court typically applies to “time, place, or manner” speech regulations. Accordingly, there is no need to decide in this case whether strict scrutiny applies to every sign ordinance in every town across this country containing a subject-matter exemption.

I suspect this Court and others will regret the majority's insistence today on answering that question in the affirmative. As the years go by, courts will discover that thousands of towns have such ordinances, many of them “entirely reasonable.” *Ante*, at 14. And as the challenges to them mount, courts will have to invalidate one after the other. (This Court may soon find itself a veritable Supreme Board of Sign Review.) And courts will strike down those democratically enacted local laws even though no

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one—certainly not the majority—has ever explained why the vindication of First Amendment values requires that result. Because I see no reason why such an easy case calls for us to cast a constitutional pall on reasonable regulations quite unlike the law before us, I concur only in the judgment.