SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA Tuesday, January 26, 2010 COUNTY SERVICES BUILDING BCC CHAMBERS - ROOM 1028 1101 EAST FIRST STREET SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Awards and Presentations

1. **Presentation** - Harry Barley, Executive Director, METROPLAN ORLANDO presenting to the Board.

Consent Agenda

• County Manager's Consent Agenda (Items No. 2 - 19)

County Manager Office Business Office - CMO

2. Approve travel and mileage reimbursement to Commissioner Carlton Henley for miscellaneous travel during October, November and December 2009. (Joe Forte)

Purchasing and Contracts

- 3. Award RFP-600768-09/TLR Term Contract for Asbestos and Indoor Air Quality Consultant Services to GLE Associates, Inc., Orlando (Ray Hooper)
- 4. Approve Amendment #1 to RFP-600083-06/GMG Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County with Consolidated Resource Recovery, Inc., Sarasota. (Ray Hooper)
- 5. Approve the negotiated rates and award PS-4388-09/VFT Design of Minor Projects with Construction Costs less than \$1,000,000.00 to HNTB Corporation of Lake Mary, Florida; Inwood Consulting Engineers, Inc. of Oviedo, Florida; Pegasus Engineering of Winter Springs, Florida; Professional Engineering Consultants, Inc. of Orlando, Florida; and Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated Annual Usage Amount of \$900,000.00). (Ray Hooper)

Community Services Community Assistance

6. Approve and authorize Community Assistance Division staff to submit the attached proposed Neighborhood Stabilization Program amendments to the U.S. Department of Housing and Urban Development (HUD) for approval. (Buddy Balagia)

Economic Development Tourism Development

 Approve and authorize the Chairman to execute an agreement with Senior Softball-USA for the 2010 Southeastern Regional Championship in the amount of \$15,218. (William McDermott)

Environmental Services Planning Engineering Inspections

8. Approve and Authorize Chairman to execute Memorandum of Understanding between Seminole County and the City of Oviedo. District 1 - Dallari (Dennis Westrick (ext 2040))

Fiscal Services Administration - Fiscal Services

9. Authorize the Tax Collector's Office to publish the 2009 Delinquent Tax lists in the Sanford Herald newspaper at the quoted rates. (Cecilia Monti)

Budget

 Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-37 through the Self Insurance Funds in the amount of \$22,497,278 to provide funding for Health Insurance. (Lisa Spriggs)

Planning and Development Development Review

- 11. Authorize the release of the Maintenance Agreement and Irrevocable Letter of Credit #2577-1101 in the amount of \$19,979.70 for the C.A. Stone road improvements. District 1 - Dallari (Lee Shaffer)
- 12. Authorize the release of the Centre for Alternative Medicine Right-of-Way Utilization Permit Maintenance Bond #OFL0571165 in the amount of \$2,762.20 for the Centre for Alternative Medicine road improvements. District 1 - Dallari (Lee Shaffer)

- 13. Approve and authorize the Chairman to execute the final plat for Burleson Acres located on the east side of Van Arsdale Street, north of Florida Ave. in Section 36, Township 20 S, Range 31 E – Mathew Burleson, applicant. District 2 - McLean (Brian Walker)
- 14. Approve and authorize the Chairman to execute, the final plat for the Bella Tuscany Subdivision located on the north side of EE Williamson Road, approximately ½ mile east of I-4 in Section 25, Township 20 and Range 29 – Bill Cox, applicant. District 4 -Henley (Brian M. Walker)
- 15. Accept replacement Maintenance Agreement (Road Improvements) and Standby Letter of Credit # BB 10046/AR45 in the amount of \$180,536.20 and authorize the release of the Maintenance Agreement (Road Improvements) and Standby Letter of Credit # 31-99115/AR45 in the amount of \$180,536.20 for the I-4 Industrial Park Sections 5 & 6 road improvements. District 5 - Carey (Lee Shaffer)
- Authorize the release of the Monroe Commerce Center Phase III Cash Maintenance Bond and Maintenance and Escrow Agreement in the amount of \$1,086.80 for the Monroe Commerce Center Phase III road improvements. District 5 - Carey (Lee Shaffer)

Public Works Engineering

- 17. Adopt a Resolution accepting a Drainage Easement and Temporary Construction Easement (Emerson Investments International, Inc., to Seminole County) for property necessary to install drainage improvements to provide erosion control along the Little Wekiva River. Capital Improvement Project Number 00714503. District 3 - Van Der Weide (Jerry McCollum)
- Adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (Parcels 100 and 101.1R) necessary for the State Road 417- International Parkway Ramp Project to the Florida Department of Transportation. District 5 - Carey (Jerry McCollum)
- 19. Approve and authorize the Chairman to execute a Mitigation Reservation and Purchase Agreement (MRPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Chapman Road Improvement Project from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area. District 1 - Dallari (Jerry McCollum)

• County Attorney's Consent Agenda (Items No. 20 - 20)

County Attorney's Office Property Acquisition

20. Brookmore Farms, Inc. Property - has filed a business damage claim relating to Parcel Number 121 on the Chapman Road project. The owner of Parcel Number 121 is Nutmeg Farms, Inc. Brookmore Farms, Inc. operates a business on the site and has claimed \$183,845.00 in business damages exclusive of statutory interest, attorney's fees, and costs reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert. District 1 - Dallari (Robert A. McMillan)

• Constitutional Officers Consent Agenda (Items No. 21 - 23)

Clerk's Office (Maryanne Morse, Clerk of the Court)

21. Approval of Expenditure Approval Lists dated December 21 and 28, 2009, and January 4, 2010; approval of Payroll Approval List dated December 24, 2009; Clerk's "Received and Filed" - for information only. (Susan Krause)

Sheriff's Office (Don Eslinger, Sheriff)

- 22 . **Budget Amendment Request #10-40** Approval of the attached Budget Amendment Request (BAR 10-40), recognizing (\$105,060) in additional FY 2009/10 Florida Division of Emergency Management - State Homeland Security Grant revenues and correspondingly increasing the Sheriff's FY 2009/10 operating budget by an equivalent amount. (Penny J. Fleming)
- 23. Law Enforcement Trust Fund Approval by the Board of County Commissioners to expend \$1,000.00 from the Law Enforcement Trust Fund to provide for a contribution to support the 25th annual National Conference on "Preventing Crime in the Black Community". (Penny J. Fleming)

Regular Agenda

- 24. **Joint Planning Agreement** with the City of Sanford for intergovernmental processes for future land use and miscellaneous land development regulations that affect both parties. (Alison Stettner)
- 25 . **Capital Improvement Project Budget** Proposal Resolution for Fiscal Years 2009/10 through and including 2013/14. (Lin Polk)
- 26. Apple Valley Exception Review Requesting Board response to the Apple Valley Application for Exception Review by confirming response to the two actions requested: 1. The Board (grants/denies) the request to revise the language in the Administrative Code Section 22.10 to exclude from the fence to wall restriction certain subdivisions (such as Apple Valley) that were developed prior to current Land Development Code standards. 2. The Board (grants/denies) the requested waiver of the fence to wall restrictions for the project proposed by Apple Valley. District 3 Van Der Weide (Kathy Moore)
- 27. Code Enforcement Board Lien Request for a reduction to the Code Enforcement Board lien which totals \$55,000.00 to the administrative costs of \$1,351.90 for Case # 08-75-CEB on the property located at 3131 South Windchime Circle, Apopka, and require this reduced amount to be paid within 90 days or the lien will revert to its original amount (\$55,000.00) and upon payment in full. (George A. and Lisa J. Norberg) District 3 - Van Der Weide (Tina Williamson)

County Manager's Briefing

28 . Informational Budget Amendment Status Report FY 2009/10 - for the period ending December 31, 2009. (Lin Polk)

County Attorney's Briefing

Constitutional Officers Briefing

- Recess BCC Meeting until 1:30 P.M.
- Reconvene BCC Meeting at 1:30 P.M.
- Public Hearing Agenda
- Accept Proof of Publication
- Chairman's Statement of Public Hearing Rules and Procedures

Public Hearings

- 29. Utility Easement Agreement for FPL Electrical Substation Grant of Utility Easement Agreement and associated Conseptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres. (Seminole County and Florida Power and Light) District 5 - Carey (Alan Willis)
- 30 . **PUD Major Amendment and Addendum #1 to the Loma Vista PUD** Request for a PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive. (Mark Clayton) District 1 Dallari (Ian Sikonia)

Legislative Update

- 31. Staff requests Board approval of legislative priorities. (Sabrina O'Bryan)
- Chairman's Report
- District Commissioner's and Committee Reports 1, 2, 3, 4 and 5
- County Manager's Report
- County Attorney's Report
- Items For Future Agenda Commission, Staff or Citizens

BCC Agenda January 26, 2010 Page 6

Adjourn BCC Meeting

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7941.

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

Item No. 1

PRESENTATION

METROPLAN ORLANDO

Presented by: Harry Barley, Executive Director METROPLAN ORLANDO

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Travel and mileage reimbursement to Commissioner Carlton Henley

DEPARTMENT: <u>County Manager Office</u> **DIVISION:** <u>Business Office - CMO</u>

MOTION/RECOMMENDATION:

Approve travel and mileage reimbursement to Commissioner Carlton Henley for miscellaneous travel during October, November and December 2009.

County-wide

Joe Forte

BACKGROUND:

See details attached.

STAFF RECOMMENDATION:

Staff recommends the Board approve travel and mileage reimbursement to Commissioner Carlton Henley for miscellaneous travel during October, November and December 2009.

ATTACHMENTS:

1. Travel Voucher and Details - Henley

Additionally Reviewed By: No additional reviews

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	STATE OF FLORIDA	Traveler: Carlton D Henley	-		Agency: \$	Seminole (Co BCC		`	
	ER FOR REIMBURSEMENT	Social Security No.			Headquar	ters: CSB	- Sanford			
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C	F TRAVEL EXPENSES	Account Line, 1010053040			Per Diam	<u> </u>				
Date	Travel Performed	Purpose or Reason (Name of Conference)			or Actual	Class C	Map Mileage	Vicinity Mileage	Other E	Expenses
**	From Point of Origin	(Name of Conterence)	Departure	Return	Expenses	Meals	Claimed	Claimed	Amount	Туре
	To Destination	APTA Annual Mtg, JW Marriott, Orlando	8:00AM	12:30 PM						
10/5/09	Home to Orlando	Mtg w/DOT Sec & Mica and Home	1:00 PM	4:30 PM				48.8		
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10/14/09	Home to Orlando a Return	MPO Alliance @ MPO	10:00 AM	1:00 PM				24.87		
10/16/09 10/23/09	Home to Orlando and Return	Urban Transportation Coalition @ MPO	12:00 PM	2:00 PM				24.87		
	Home to Orlando & Return	Commuter Rail Commission @ MPO	3:30 PM	5:00 PM	-			24.87		
11/13/09	Home to Orlando and Return	Future of Fla Regional Economic Summit	8:00 AM	10:00 AM				24.87		
12/2/09 12/9/09	Home to Orlando and Return	MPO	9:00 AM	12:00 PM			·	24.87		
12/16/09	Home to Orlando and Return	SunRail Bill Signing	12:30 PM	3:00 PM				25.56		
12/18/09	Home to Orlando and Return	SunRail Committee Mtg @ MPO	1:30 PM	3:00 PM				24.87	-	
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I hearby certify the duties; attendance	at the above expenses were actually incurred by me as no at a conference or convention was directly related to off	ecessary travel expenses in the performance of my official icial duties of the agency; any meals or lodging included in a confer-		Pursuant to S on official bu	ection 112.061 (3) (siness of the State o	a), Florida Statutes, f Florida and was p	, I hereby certify or erformed for the pu	affirm that to the b upose(s) stated abov	est of my knowledg ve.	e the above travel w
ence or conventio	n registration fee have been deducted from this travel cla is in every respect with the requirements of Section 112.	im; and that this claim is true and correct in every material matter		SUPERVIS	SOR'S SIGN	ATURE:				
				SUPERVIS	SOR'S TITLE	: 				
DATE PREPA		E-		DATE APF	ROVED:					

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Venn, Gretchen

From:	Carlton Henley [Chenley2@cfl.rr.com]
Sent:	Friday, August 14, 2009 5:05 PM
To:	Venn, Gretchen
Subject:	Re: VIP Dinner Invitation-APTA Annual Conference

Place the date on my calender I plan to attend.

Original Message From: Venn. Gretchen To: Carlton Henley Sent: Friday, August 14, 2009 10:37 AM Subject: FW: VIP Dinner Invitation-APTA Annual Conference
Will you be attending?
From: Deborah Henderson [mailto:DHenderson@golynx.com]
Sent: Friday, August 14, 2009 10:35 AM
To: Buddy.Dyer@cityoforlando.net; Noranne.downs@dot.state.fl.us; Jan Trauger; Brandon Arrington; Venn, Gretchen
Cc: Kathy Scanlon; Jennifer Wynn; Linda Tolete
Subject: VIP Dinner Invitation-APTA Annual Conference Dear Board Members:
As you may recall, the American Public Transportation Association (APTA) will be holding their Annual Conference in
Orlando from October 4 through October 7. LYNX is the host property and providing support for the conference.
The APTA Executive Committee will be meeting on Saturday, October 3. Immediately following the meeting, a VIP
Reception and Dinner will be held. As the "host", LYNX' Board members have been invited to attend.
The location for the Reception and Dinner is yet to be determined; however, the likely location will be the Ritz Carlton.
The Reception will begin at the conclusion of the Executive Committee meeting - approximately 6:30 pm and Dinner at
approximately 7:00 p.m. You are welcome to invite your spouse or guest.
Please contact me at either 407-254-6214 or <u>dhenderson@golynx.com</u> by Monday, August 17th, if you would like to
attend in order for me to reply to APTA with the number of LYNX' attendees.
Respectfully,
Deborah Henderson
Deborah S. Henderson
Executive Assistant
455 N. Garland Ave. Orlando, FL 32801-1518
(407) 254-6214 Direct
(407) 254-6428 Fax
dhenderson@golynx.com
"We enhance people's lives everyday through passion, pride, and performance."

Please do not print this e-mail unless it is necessary

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Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding organization business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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Confirmation – Step 6 of 6

My Stay

JW Marriott Orlando, Grande Lakes

4040 Central Florida Parkway Orlando, FL 32837 USA Phone: 1-407-206-2300 | Fax:: 1-407-206-2301

Guest name: LINDA WATSON Confirmation number: 83985888

Check-in/check-out dates: Sunday, October 4, 2009 - Wednesday, October 7, 2009 Number of rooms: 1

Guests per room: 1 Hotel Fact Sheet

Maps & Transportation View Photo Tour Detail

Thank you for your reservation. Your reservation is guaranteed to your Visa card. An email with this information has been sent to <u>dhenderson@golynx.com</u>. We look forward to greeting you.

Join Us, Help Save the Rainforest. Offset your carbon footprint and help preserve the Amazon Rainforest. Learn More and Donate Now!

Room Preferences & Description

Guest room, 1 King or 2 Double Room details

This hotel has a smoke-free policy

Your request for 1 King Bed is not available at this time. We have noted your request.

Not available at this time: 1 King Bed

Summary of Charges

No booking fees when you reserve on Marriott.com!

Summery of Room Charges

Cost per night per room (USD)

Reservation Utilities

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E-mail to a friend

Send to Microsoft Outlook

Map & nearby airports

Driving directions

Business attractions

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plus Double Points ... more offers >>

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1 of 59



Annual Meeting

October 4-7, 2009 1 Orlando, FL 1 JW Marriott Grande Lakes

You've Got to Be There...Don't Miss Out

APTA's 2009 Annual Meeting is right around the corner. Register today for the industry's premier event and join us in Orlando.

Don't miss the chance to be part of unparalleled educational sessions, an array of networking opportunities, and hear from top industry leaders, including **U.S. Secretary of Transportation Ray LaHood**.

Other Highlights:

- Experience the business behind "the magic" with intensive training provided by the Disney Institute.
- Visit the APTA Annual Meeting's first-ever Products and Services Showcase to explore the latest trends and technologies in the industry. (Click here to view participating companies)
- Transit board member training from the Eno Foundation, the National Transit Institute, and APTA .
- Special sessions on managing in turbulent times, high-speed rail, authorization, technology, workforce development, sustainability and green jobs.

See complete details of sessions and events in the conference program.

Register Today



AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 1666 K STREET NW, WASHINGTON, DC 20006 TELEPHONE (202) 496-4800 • FAX (202) 496-4321 3) See attached Opening Session Agenda
 APTA Annual Meeting
 October 4 - 7, 2009
 Orlando, FL
 Opening General Session - Timeline for October 5, 8:30 - 10 a.m.

Revised 9/28/09

APTA Annual Meeting October 4 – 7, 2009 – Orlando, FL Opening General Session – Timeline October 5, 8:30 – 10 a.m.

Time	Event/Activity
8 a.m.	Doors open/walk-in music/sponsor animation Mediterranean 4- 8, Lobby Level,J.W. Marriott Hotel
	Speaker Assembly Mediterranean 3
8:10 a.m.	"Orlando Welcomes You" Video (VO: Ladies and Gentleman, please welcome the New Generation Branches Steel Orchestra Drum Band)
	The band performs.
8:20 a.m.	(VO: Ladies and Gentleman, please take your seats – the program will begin in 10 minutes).
	APTA staff escort opening session participants from the speaker assembly to the "Green Room" backstage. (Unless otherwise noted, all speakers enter from backstage. Following remarks, they are escorted to reserved seating in the front of the ballroom.
8:25 a.m.	(VO: Please take your seats, the program will begin in 5 minutes).
	The band performs its final song.
8:30 a.m.	(VO: Introduces APTA President Bill Millar).
8:32 – 8:42 a.m.	Mr. Millar offers remarks and introduces the hosts:

3:43 – 8:49 a.m.	The Honorable Buddy Dyer, Mayor, City of Orlando, FL
3:52 – 8:57 a.m.	Linda S. Watson, Chief Executive Officer, LYNX
8:59 – 9:06 a.m.	The Honorable Richard T. Crotty, Mayor, Orange County, FL
9:09 – 9:12 a.m.	Mr. Millar introduces Jean-Marc Janaillac, CEO, Ratp Developpement, and Manager, Ratp Dev, USA for sponsor recognition. Mr. Janaillac offers brief remarks.
9:13 a.m.	Mr. Millar introduces Dr. Beverly Scott, 2008 – 2009 APTA Chair.
9:14 – 9: 24 a.m.	Dr. Scott offers remarks. She recognizes outgoing executive committee members:
• • •	 Michael Townes, Immediate Past Chair David Solow, Vice Chair-Commuter and Intercity Rail Rick Bacigalupo, Vice Chair-Management and Finance Tom Costello, Vice Chair-Marketing and Communications; and Hugh Mose, Vice Chair-Small Operations
9:25 a.m.	Dr. Scott exits the stage. Mr. Millar returns and introduces "Exchange of the Gavel" video.
9:26 – 9:31 a.m.	Mattie P. (M.P.) Carter, 2009 – 2010 APTA Chair enters the stage as the video ends; Dr. Scott joins her on stage to exchange the gavel (Music plays)
9:32 a.m.	Dr. Scott exits stage. Mr. Millar introduces Ms. Carter and exits the stage.
9:34 – 9:44 a.m.	Ms. Carter offers remarks. She recognizes new and continuing executive committee members:
	New
	 Michael Scanlon, First Vice Chair Nathaniel P. Ford, Sr., Secretary – Treasurer

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- Beverly Scott, Immediate Past Chair
- Joseph Giuliett, Vice Chair-Commuter and Intercity Rail
- Christopher Boylan, Vice Chair-Management and Finance
- Alice Wiggins-Tolbert, Vice Chair-Marketing and Communications
- Peter Varga, Vice Chair-Small Operations
- Michael A. Sanders, Vice Chair-State Affairs

Continuing from last year

- Sharon Greene, Vice Chair-Business Members
- Delon Hampton, Vice Chair-Business Members
- Joyce Eleanor, Vice Chair-Bus and Paratransit Operations
- Angela Iannuzziello, Vice Chair-Canadian Members
- J. Barry Barker, Vice Chair-Government Affairs
- Doran Barnes, Vice Chair-Human Resources
- Gary C. Thomas, Vice Chair-Rail Transit
- Linda Bohlinger, Vice Chair-Research and Technology
- Flora M. Castillo, Vice Chair-Transit Board Members

Ms. Carter offers closing remarks and sets the stage for the next session – "Authorization – Post SAFETEA-LU." (A brief break to reset the stage. No formal break)

9:45 a.m.

COMMITTEES:

TRANSPORTATION & INFRASTRUCTURE Baladads, Preunes and Hazandous Materials, Chairwoman Coast Guard and Marithar Transformation Autornoon Water Resources and Environment

VETERANS' AFFAIRS

MEMBERSHIPS:

Congressional Black Ducus Congressional Caucus For Wonen's Issues Congressional Musica And Example Congressional Missing and Example Condren's Caucus Congressional Missing and Example Construction Condress Caucus Progenesistic Caucus The Duma Congress Study Group Congress of the United States House of Representatives Washington, DC 20515

SD DISTRICT, FLOBIDA

REPLY TO:

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WASHINGTON OFFICE:

[] 2336 Raysumi House Ornice Building Washington, DC 20515 (202) 225-0123 Fax: (202) 225-2250

DISTRICT OFFICES:

101 EAST UNION STREET SUIT: 202 JACKEONNEE, FLORIDA 32202 (094) 354-1652 FAX: (804) 354-2721

219 Lang Avenue Oflando, Florada 32802 (487) 872–9659 Fax: (407) 872–5763

> GAN/ESVILLE, FLORIDA (352) 376-6476

Dear Friend:

I am writing to invite you to join me and Congressman John Mica as we host U.S. Department of Transportation Secretary, Ray H. LaHood for a discussion on transportation issues in Florida. The meeting will be held on Monday, October 5, 2009 from 1:00 p.m. to 2:15 p.m. at METROPLAN Orlando, 315 East Robinson Street, Orlando, Florida 32801.

This will be an excellent opportunity to hear from our nation's top transportation official and two senior delegation members on the Transportation & Infrastructure Committee about SunRail, high speed rail, and other important transportation issues in Florida.

We look forward to seeing you on October 5th. Space is limited and invitations are not transferable. Please contact Lena Tolliver with METROPLAN at <u>Ltolliver@metroplanorlando.com</u> or 407-481-5672 to RSVP or if you have any additional questions.

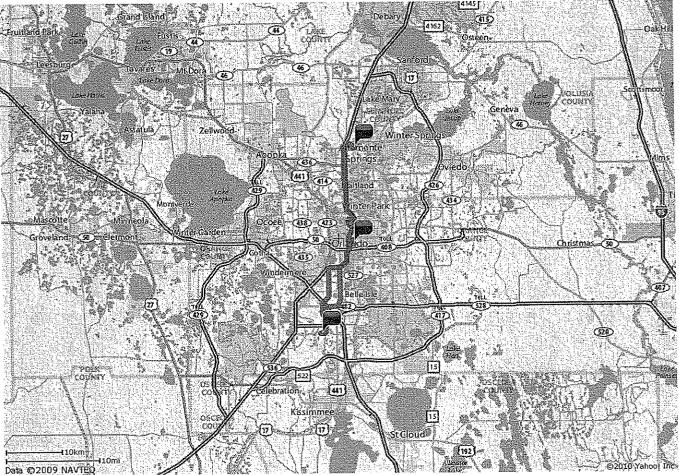
Sincerely,

Corrine Brown Member of Congress

Hi, Gretchen	Sign Out Help	Get the New, Safer IE8	Yahoo!	Mail
				Web Search

YAHOO! LOCAL

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.



1627 Orlando Ave, Longwood, FL

1.	Start at 1627 ORLANDO AVE, LONGWOOD going toward BRASSIE DR
2.	Continue on BRASSIE DR - go 0.2 mi
3.	Bear 😱 on KINGSTON RD - go 0.3 mi
4.	Turn 🚯 on S PRESSVIEW AVE
5.	Turn 🕐 on ROXBORO RD - go 0.2 mi
6.	Turn 🕐 on W STATE ROAD 434(SR-434 W) - go 0.7 mi
7.	Take ramp onto I-4 W - go 13.1 mi
8.	Take exit #80/ORANGE BLOSSOM TRAIL onto ORANGE BLOSSOM TRL S(US-17) - go 4.3 mi
9.	Turn 🚯 on SAND LAKE RD(SR-482 W) - go 1.6 mi
10.	Turn () on S JOHN YOUNG PKY(CR-423 S) - go 2.9 mi
11.	Turn 🕜 on CENTRAL FLORIDA PKY - go 0.4 mi
12.	Make a U-Turn on CENTRAL FLORIDA PKY

13. Arrive at 4040 CENTRAL FLORIDA PKY, ORLANDO, on the 4040 Central Florida Parkway, Orlando, FL Start at 4040 CENTRAL FLORIDA PKY, ORLANDO going toward JOHN YOUNG PKY S - go 0.3 mi 1. Turn (D) on S JOHN YOUNG PKY(CR-423 N) - go 6.3 mi 2. Bear R on JOHN YOUNG PKY S(CR-423 N) - go 0.7 mi 3. Turn 🚯 to take ramp onto I-4 E toward DAYTONA BEACH - go 4.2 mi 4. Take exit #83A/CENTROPLEX (US-92)/AMELIA STREET - go 0.2 mi 5. Turn 🚯 on W AMELIA ST - go 0.2 mi 6. Turn R on N ORANGE AVE(SR-527 S) - go 0.3 mi 7. Turn (on E ROBINSON ST(SR-526) - go 0.3 mi . 8. Arrive at 315 E ROBINSON ST, ORLANDO, on the 9. 315 East Robinson Street, Orlando, FL C Start at 315 E ROBINSON ST, ORLANDO going toward N ROSALIND AVE - go 0.1 mi 1. Turn (R) on N ROSALIND AVE(SR-527 N) - go 0.1 mi 2. Continue to follow SR-527 N - go 0.2 mi 3. Turn (1) on E CONCORD ST - go 0.3 mi 4. Turn R to take ramp onto I-4 E - go 9.8 mi 5. Take exit #94/LONGWOOD/WINTER SPGS - go 0.2 mi 6. Turn 😱 on W STATE ROAD 434(SR-434 E) - go 0.6 mi 7. Turn 😯 on ROXBORO RD - go 0.2 mi 8. Turn R on S PRESSVIEW AVE 9. 10. Turn (I) on KINGSTON RD - go 0.3 mi 11. Bear () on BRASSIE DR - go 0.2 mi Continue on ORLANDO AVE 12. 13. Arrive at 1627 ORLANDO AVE, LONGWOOD, on the 😱 1627 Orlando Avenue, Longwood, FL

Total Distance: 48.80 mi, Total Travel Time: 1 hr 17 mins



MEETING MINUTES

DATE: Wednesday, October 14, 2009

TIME: 9:00 a.m.

LOCATION: METROPLAN ORLANDO Board Room One Landmark Center 315 East Robinson Street, Suite 355 Orlando, Florida 32801

Commissioner John Quinones, Chairman, Presiding

Members in attendance:

Hon. Brandon Arrington, Lynx Hon. Pat Bates, City of Altamonte Springs Hon, Scott Boyd, Orange County Hon. Gary Bruhn, Municipal Advisory Committee Chairperson (nonvoting) Hon. Fred Brummer, Orange County Mr. Jose Colon, GOAA Hon. Richard T. Crotty, O-OCEA Mr. Larry Dale, Sanford Airport Authority Ms. Susan Sadighi for Ms. Noranne Downs, District 5 Secretary, FDOT (nonvoting) Hon. Buddy Dyer, City of Orlando Mr. Hazem El-Assar, Transportation Technical Committee Chairperson (nonvoting) Hon. Mildred Fernandez, Orange County Hon. Carlton Henley, Seminole County Hon. Linda Kuhn, City of Sanford Hon. John Land, City of Apopka Hon. Daisy Lynum, City of Orlando Hon. John Quinones, Osceola County Hon. Bill Segal, Orange County Hon. Jim Swan, City of Kissimmee Mr. Scott Zubarik, Bicycle and Pedestrian Advisory Committee Chairman (nonvoting)

In the second second

APPROVED

Members not in attendance:

Ms. Candy Bennage, Kissimmee Gateway Airport (nonvoting) Hon. Bob Dallari, Seminole County Mr. Joel Davis, Citizens' Advisory Committee Chairman (nonvoting) Hon. Tiffany Moore Russell, Orange County Hon. Linda Stewart, Orange County

METROPLAN ORLANDO staff in attendance:

Mr. Harold Barley Mr. Steve Bechtel, Mateer & Harbert Mr. Keith Caskey Ms. Cathy Goldfarb Mr. David Grovdahl Mr. Eric Hill Mr. Dennis Hooker Ms. Jill Hoskins Ms. Cynthia Lambert Ms. Lenora Lockett Mr. Jason Loschiavo Ms. Carolyn Small Ms. Kelley Teague Ms. Lena Tolliver Mr. Alex Trauger Mr. Mighk Wilson Ms. Virginia Whittington

A complete list of others in attendance may be obtained upon request.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Quinones called the meeting to order at 9:00 a.m. Members recited the Pledge of Allegiance.

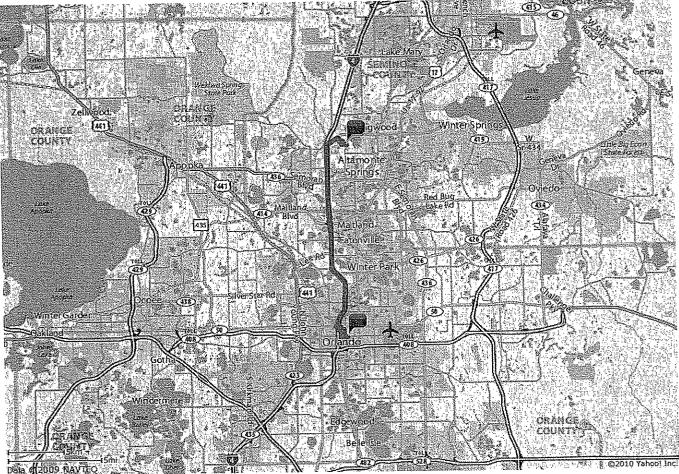
II. CHAIRMAN'S ANNOUNCEMENTS

Chairman Quinones welcomed members and reported on the National Transportation Policy Briefing hosted by METROPLAN ORLANDO on October 5, 2009 in the Disney Entrepreneur Center. The event was planned by Congresswoman Brown and Congressman Mica with special guests USDOT Secretary Ray LaHood and FDOT Secretary Stephanie Kopelousos. Congresswoman Kosmas and Congressman Grayson also attended. Chairman Quinones noted that Secretary LaHood's message was that Washington is willing to help with SunRail, High Speed Rail, Tri-Rail and other projects but, "we need to get our act together here in Florida." This is critical with getting the Florida Legislature to support SunRail and getting a funding source in place for Tri-Rail in South Florida. If we fail to do this, federal funding will be awarded to other states that have demonstrated greater support for transit. Chairman Quinones also noted his disagreement with Senator Dockery's interpretation of Secretary LaHood's message during the briefing, and requested staff to provide the recording to clarify any misunderstandings. Mayor Swan also stated that he would continue discussions with Senator Dockery's office, further stating that the message should include that Florida is a donor state. Mayor Dyer reported on recent discussions with Congresswoman Brown and Senator Deutch noting that the discussions were very positive.

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8.	Take exit #84/COLONIAL DRIVE (US-17)/CENTROPLEX (US-92)/IVANHOE BLVD toward US-17/US-92/SR-50/ COLONIAL DRIVE/CENTROPLEX - go 0.7 mi					
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Total Distance: 24.87 mi, Total Travel Time: 42 mins

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CENTRAL FLORIDA MPO ALLIANCE

AGENDA October 16, 2009 • 10:00 a.m.

MEETING NOTICE



Please be advised that the next Central Florida MPO Alliance meeting will be held on:

Date:

Friday, October 16, 2009

Time:

10:00 a.m.

Location:

METROPLAN ORLANDO Board Room 315 East Robinson Street, Suite 355 Orlando, FL 32801

Agenda

- Call to Order Ι.
- Introductions н.
- III. Chairman's Announcements
- **IV.** Reports

a.

- **Delegation Report Highlights**
 - Lake-Sumter MPO Report
 - METROPLAN ORLANDO Report
 - Ocala/Marion TPO Report
 - Polk TPO Report
 - Space Coast TPO Report
 - Volusia County MPO Report

FDOT District Reports and ARRA Project Updates b.

- District I
- District V

Action Items ٧.

a.	Approval of meeting minutes of July 17, 2009	Tab 2
b.	Approval of Proposed 2010 Meeting Schedule	Tab 3

c. Election of 2010 Officers

Tab 1

Tab 4

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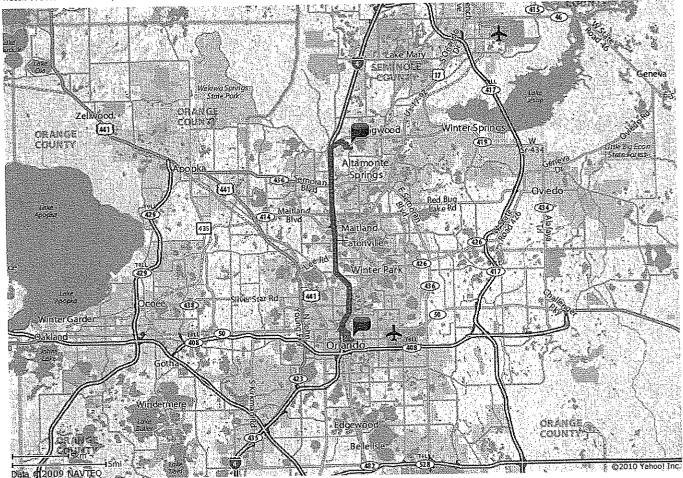
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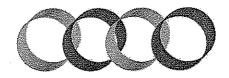
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Total Distance: 24.87 mi, Total Travel Time: 42 mins



Florida's Urban Transportation Coalition

Meeting Summary

October 23, 2009

In Attendance:

Mr. Harry Barley, METROPLAN ORLANDO Mr. Mark Flynn, Associated Industries of Florida Ms. Kelley Teague, METROPLAN ORLANDO Mr. Greg Stewart, Broward MPO Ms. Lena Tolliver, METROPLAN ORLANDO Mr. Jacob Stuart, Central Florida Partnership Ms. Lenora Lockett, METROPLAN ORLANDO Mayor Buddy Dyer, City of Orlando Ms. Virginia Whittington, METROPLAN ORLANDO Ms. Christine Kefauver, City of Orlando Mr. Howard Glassman, MPOAC Mr. Ed Turanchik, ConnectUs Ms. Denise Bunnewith, North Florida TPO Mr. Bob O'Malley, CSX Transportation Ms. Carla Bell Johnson, Orange County Ms. Noranne Downs, FDOT-D5 Mr. Jim Harrison, Orange County Ms. Susan Sadighi, FDOT-D5 Mr. Randy Whitfield, Palm Beach County MPO Mr. Ben Biscan, Florida Railroad Association Commissioner Karen Seel, Pinellas County MPO Mr. Mark Reichart, Florida Transportation Commission Ms. Deborah Tamarg, Hillsborough Area Regional Transit Mr. Brian Smith, Pinellas County MPO Ms. Sarah Ward, Pinellas County MPO Mr. Ray Chiarmonte, Hillsborough County MPO Mr. Louis Rotundo, Rotundo & Associates Mr. Mike Miller, Jacksonville Transportation Authority Mr. Bob Romig, RPR Consulting Group Mr. Scott Clem, Jacksonville Transportation Authority Commissioner Carlton Henley, METROPLAN ORLANDO Ms. Linda Watson, Central Florida RTA (LYNX) Mr. Nathan Cook, Office of Senator Constantine Mr. J. Marsh McLawhorn, Central Florida RTA (LYNX) Mr. Joe Yesbeck, S. Fl. Regional Business Alliance Mr. Alex Trauger, METROPLAN ORLANDO Mr. Don Mathis, South Florida RTA (Tri-Rail) Ms. Carolyn Small, METROPLAN ORLANDO Ms. Vicki Wooldridge, South Florida RTA (Tri-Rail) Ms. Cynthia Lambert, METROPLAN ORLANDO Ms. Michelle Greene, TBARTA Mr. David Grovdahl, METROPLAN ORLANDO Ms. Katie Franco, Tampa Bay Partnership Mr. Eric Hill, METROPLAN ORLANDO

Mr. Harold Barley, METROPLAN ORLANDO Executive Director, provided a welcome to the third gathering of Florida's Urban Transportation Coalition. Mr. Barley recognized the North Florida TPO for co-sponsoring the meeting and the Disney Entrepreneur Center for providing meeting space.

Mayor Buddy Dyer (City of Orlando), who serves as chairman of the Central Florida Commuter Rail Commission, was recognized to provide a meeting summary of the National Transportation Policy Briefing on Oct. 5, featuring USDOT Secretary Ray LaHood. The briefing also included Federal Transit Administrator Peter Rogoff, FDOT Secretary Stephanie Kopelousos, and members of Florida's congressional delegation. Mayor Dyer noted a consistent message from each speaker – resolving

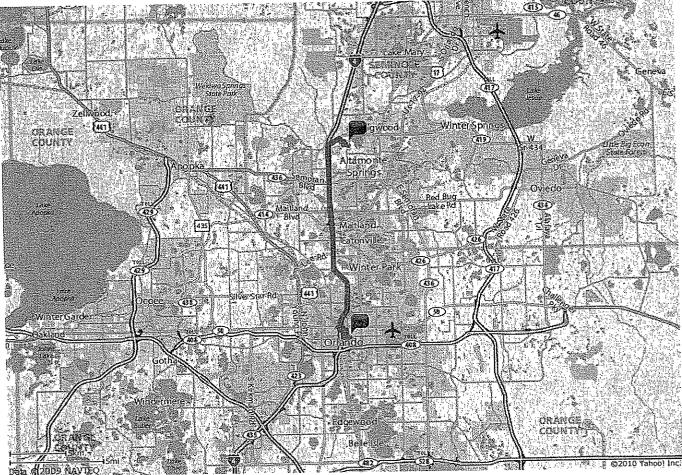
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Total Distance: 24.87 mi, Total Travel Time: 42 mins

Venn, Gretchen

From: Sent: To: Cc:	Christine.Kefauver@CityofOrlando.net Tuesday, November 10, 2009 11:11 AM fbruno@co.volusia.fl.us; Venn, Gretchen; Wynn, Jennifer; Jo Thacker; Kathy.Scanlon@CityofOrlando.net; Ashley.West@ocfl.net Brie.Turek@CityofOrlando.net; Carson.Chandler@CityofOrlando.net; Marianne Gurnee; Olore, Tawny; Kathleen.Russell@CityofOrlando.net; Lena Tolliver
Subject:	Re: Future SunRail Commission Meeting

In preparation for the SunRail Commission Meeting this Friday, I though that it will be best if we can announce the date for the final meeting of 2009. A meeting in December is necessary for the Commission to take action on amending the Interlocal Operating Agreement before the end of the year.

Please advise as to the availability of the Commuter Rail Commission Members for December 17 and 18. The meeting should last no more than one hour.

In addition, I will check the availability of the Metroplan Board Room for those date.

Thank you,

Christine

Christine Kefauver, AICP

City of Orlando Transportation Department 400 South Orange Avenue Orlando, FL 32802

407-246-3261phone 321-229-0789 cell

Florida has a very broad public records law. As a result, any written communication created or received by City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Christine S Kefauver/TRN/TRN/Orlando

To:	Ashley.West@ocfl.net, Chairman Frank Bruno <fbruno@co.volusia.fl.us>, gvenn@seminolecountyfl.gov, "Wynn, J</fbruno@co.volusia.fl.us>	lennifer'
	<jennifer.wynn@dot.state.fl.us>, Jo Thacker <jtha@osceola.org>, Kathy.Scanlon@CityofOrlando.net</jtha@osceola.org></jennifer.wynn@dot.state.fl.us>	

Cc: Marianne Gurnee <marneberg@cfl.rr.com>, "Olore, Tawny" <Tawny.Olore@dot.state.fl.us>, Brie N Turek/EXO/EXO/Orlando@Orlando, Carson J Chandler/EXO/EXO/Orlando@Orlando, Kathleen R Russell/EXO/EXO/Orlando@Orlando

Date: 10/27/2009 02:54 PM

Subject: Re: Future SunRail Commission Meeting - Date Set

The next Commuter Rail Commission Date is now set for November 13th from 3:30 - 5:00 pm at the Metroplan Orlando Board Room.

Thank you for your prompt attention in setting this meeting date. I will work with FDOT and Metroplan Orlando to properly post this meeting and I will send agendas to each of you in advance of the meeting.

Thank you again.

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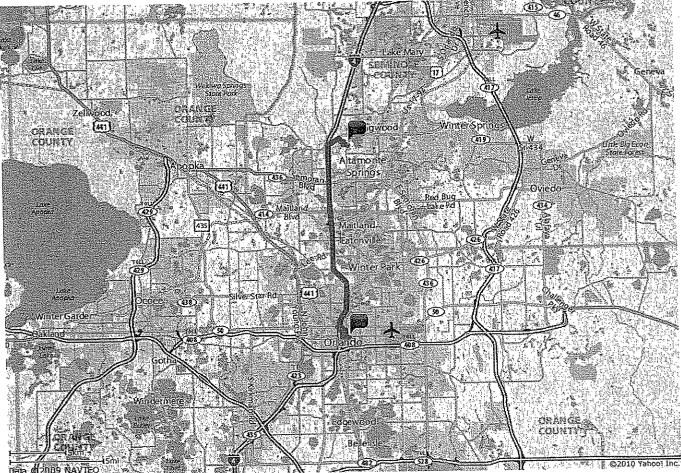
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Total Distance: 24.87 ml, Total Travel Time: 42 mins

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Venn, Gretchen

From: Sent: To: Subject: Jacob Stuart, President, Central Florida Partnership [jacob.stuart@ideastoresults.org] Wednesday, November 11, 2009 9:13 AM Venn, Gretchen Join Us for "Coffee & Conversation" – to Talk About the "Future of Florida"

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Join Us for "Coffee & Conversation" To Talk About the "Future of Florida"

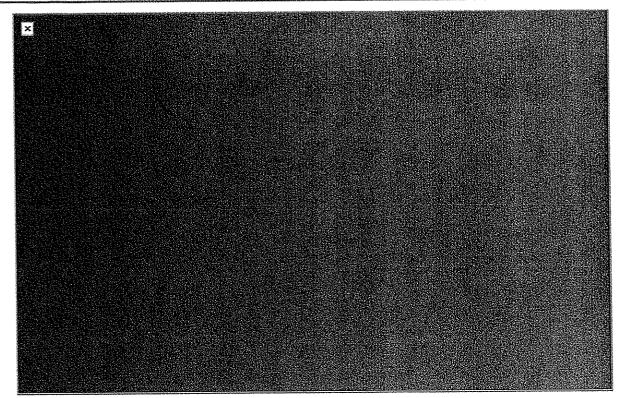
On <u>Wednesday</u>, <u>December 2, 2009</u>, from 8:00 to 9:30 a.m., at the Hyatt Regency Orlando International Airport, you're invited to participate in a "first-of-its-kind" Regional Economic Forum to talk about the "Future of Florida." Along these lines, the *Central Florida Partnership* is delighted to host this meeting, in conjunction with the Florida Chamber Foundation. Our time of learning and sharing is designed to give those in attendance a chance to learn more about how we can better support a "Strategic Vision" for Florida.

"Future of Florida" Regional Economic Forum

Wednesday, December 2, 2009 8:00 to 9:30 a.m. Hyatt Regency Orlando International Airport RSVP to Pam Clancy at 407.835.2486, or via email at <u>pam.clancy@orlando.org</u>

As is our custom and protocol, <u>all are welcome to attend</u> this special community gathering. However, so that we may plan accordingly, we would ask you to let us know if you plan to be "in the room." It's easy to do, please RSVP to <u>Pam Clancy</u> at 407.835.2486, or via email at <u>pam.clancy@orlando.org</u>. Because of the nature of this event, we expect every seat to be properly reserved, so please <u>let us know right away</u> about your availability.

interested? Calendar is open



Shown above are the six (6) Key Drivers designed to advance a "New Florida." By "clicking" on the graphic, you'll discover the Florida's Economic Dashboard; showing "real time" gauges on Talent & Education, Innovation & Economic Development, Infrastructure & Growth Leadership, Business Climate & Competitiveness, Civic & Government Systems and Quality of Life.

We Need to Work Together to Successfully Advance a "New Florida"

Our conversation will center around an initiative being led by the Florida Chamber Foundation that is organized around the six (6) Key Drivers supporting "Florida's Future." They are designed to advance prosperity and high-paying jobs; help build vibrant and sustainable communities; and prepare our workers for increased global competition. These six (6) Key Drivers are: *Talent & Education, Innovation & Economic Development, Infrastructure & Growth Leadership, Business Climate & Competitiveness, Civic & Government Systems* and *Quality of Life.* Those of us living, working, learning and playing in Central Florida have an obligation to support this important work; please join us as we share in the opportunities of leadership; working together to advance a "New Florida."

We're Anticipating a Small Gathering – So That Every Voice Can Be Heard

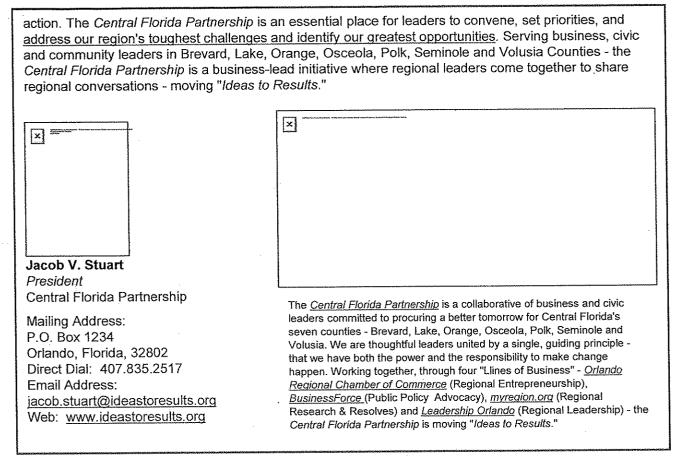
So you will know, we're inviting a wide variety of "folks" from a wide variety of groups and organizations; involving Civic, Business and Government Leaders from across the Central Florida Region. However, we're anticipating a small gathering, creating a time for "everyone to talk to one another." As a result, it's very important for you to let us know of your plans to attend.

When It Comes to Our Future – We Need a "New Language of Change"

In a recent article, Mark Wilson, President of the *Florida Chamber of Commerce*, said that, "Florida desperately needs a comprehensive, long-term plan to return Floridians to work and a strategy to transition our economy that focuses on talent generation, innovation and higher wage jobs." In addition, he went on to say, "The Florida we've all known is fundamentally over and a "New Florida" is on the horizon — and, we're backing it up with a long-range plan. As responsible Floridians, we must aggressively make up for lost time and confront the reality that the Florida of tomorrow cannot, and will not, be the Florida of yesterday." For this entire article, just "<u>click here</u>."

Anticipate the Complexities of Global Markets, Growth and Collaboration

The Central Florida Partnership will continue to provide community updates regarding issues of importance to the Central Florida Region. The Central Florida Partnership was created to anticipate the complexities of global markets, growth, and collaboration; and to respond with timely and appropriate



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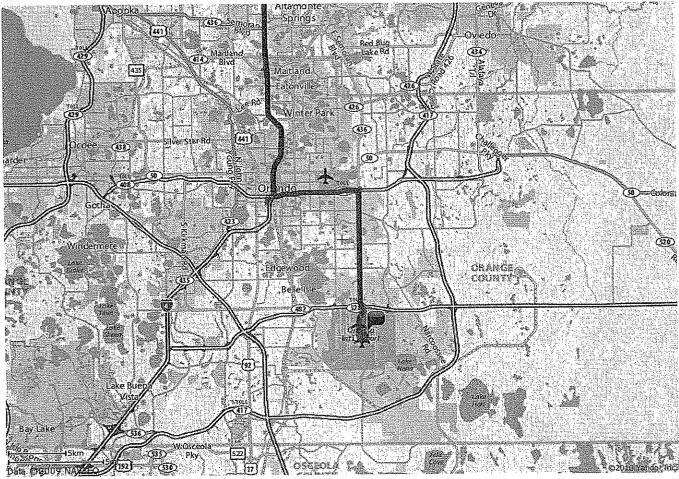
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3.	Turn O on W STATE ROAD 434(SR-434 W) - go 0.7 mi
7.	Take ramp onto I-4 W - go 11.4 mi
3.	Take exit #82A/SR-408-TOLL onto SR-408-TOLL E toward TITUSVILLE (Toll applies) - go 4.7 mi
Э.	Take exit #14/AIRPORT/ANDES AVE/SEMORAN BLVD (SR-436) onto LAKE UNDERHILL RD (Toll applies) - go 0.5 mi
10.	Turn 🚯 on S SEMORAN BLVD(SR-436 S) - go 6.1 mi
11.	Continue on AIRPORT BLVD toward ORLANDO INT'L AIRPORT - go 1.8 mi
	Take D ramp onto AIRPORT BLVD toward TERMINAL B/NORTH EXIT (SR-436)/SR-528-TOLL - go 0.5 mi

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Ø	9300 Airport Blvd, Orlando, FLorida
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Total Distance: 51.24 ml, Total Travel Time: 1 hr 15 mins



MEETING MINUTES

DATE: Wednesday, December 9, 2009

TIME: 9:00 a.m.

LOCATION: METROPLAN ORLANDO Board Room One Landmark Center 315 East Robinson Street, Suite 355 Orlando, Florida 32801

Commissioner John Quinones, Chairman, Presiding

Members in attendance:

Hon. Brandon Arrington, Lynx Hon. Pat Bates, City of Altamonte Springs Ms. Pat Devillers for Ms. Candy Bennage, Kissimmee Gateway Airport (nonvoting) Hon. Scott Boyd, Orange County Hon. Gary Bruhn, Municipal Advisory Committee Chairperson (nonvoting) Hon. Fred Brummer, Orange County Mr. Jose Colon, GOAA Mr. Larry Dale, Sanford Airport Authority Hon. Bob Dallari, Seminole County Mr. Joel Davis, Citizens' Advisory Committee Chairman (nonvoting) Mr. George Lovett for Ms. Noranne Downs, District 5 Secretary, FDOT (nonvoting) Hon. Samuel B. Ings for Hon. Buddy Dyer, City of Orlando Mr. Hazem El-Assar, Transportation Technical Committee Chairperson (nonvoting) Hon. Mildred Fernandez, Orange County Hon. Carlton Henley, Seminole County Hon. Linda Kuhn, City of Sanford Hon. John Land, City of Apopka Hon. Daisy Lynum, City of Orlando Hon. John Quinones, Osceola County Hon. Tiffany Moore Russell, Orange County

Hon. Bill Segal, Orange County Hon. Jim Swan, City of Kissimmee Mr. Scott Zubarik, Bicycle and Pedestrian Advisory Committee Chairman (nonvoting)

Members not in attendance:

Hon. Richard T. Crotty, O-OCEA Hon. Linda Stewart, Orange County

METROPLAN ORLANDO staff in attendance:

Mr. Harold BarleyMs. LeMr. Steve Bechtel, Mateer & HarbertMr. JasMr. Keith CaskeyMs. CaMs. Cathy GoldfarbMs. KeMr. David GrovdahlMs. LeMr. Eric HillMr. AlMr. Dennis HookerMr. MMs. Jill HoskinsMs. ViMs. Cynthia Lambert

Ms. Lenora Lockett Mr. Jason Loschiavo Ms. Carolyn Small Ms. Kelley Teague Ms. Lena Tolliver Mr. Alex Trauger Mr. Mighk Wilson Ms. Virginia Whittington

A complete list of others in attendance may be obtained upon request.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Quinones called the meeting to order at 9:00 a.m. Members recited the Pledge of Allegiance.

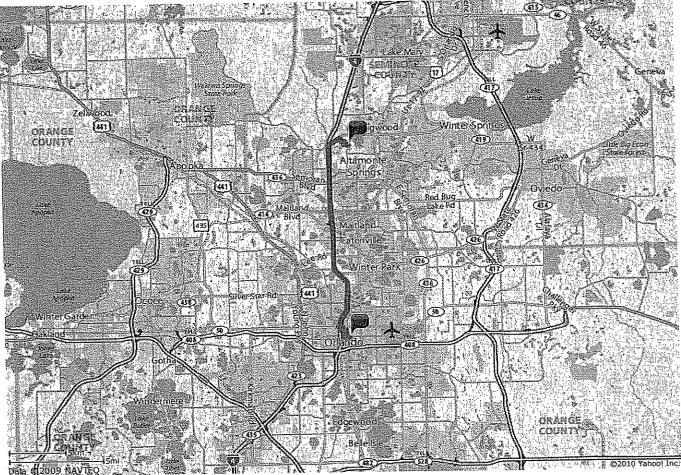
II. CHAIRMAN'S ANNOUNCEMENTS

Chairman Quinones welcomed members and noted that Mayor Dyer would be calling in to report on the Florida Legislature passing a statewide rail policy that included SunRail on December 8, 2009. Chairman Quinones reported that the CFMPOA met on October 16, 2009 and that he was elected as the new Chairman. Commissioner Ray Sharkey from the Space Coast TPO was elected as Vice-Chairman, and the new Secretary/Treasurer is Council Member Ray Goodgame from the Lake-Sumter MPO. Commissioner Fernandez reported on the TDLCB meeting held on November 12, 2009, noting approval of the TDLCB membership, and approval of Lynx annual operating report, including paratransit operations financial data. In addition, QATF was charged with evaluating the Community Transportation Coordinator (Lynx) and to review by-laws and grievance procedures. The annual TDLCB Public Hearing was held immediately following the TDLCB meeting. Chairman Quinones announced that the Transportation Funding Task Force meeting scheduled to take place immediately following the Board meeting has been postponed. Mayor Dyer joined the meeting by phone and reported that the Legislature passed the SunRail project and he expects the rail bill to be signed by the Governor next week. Mr. Barley thanked Board members and former Mayor Dudley Bates for their many contributions in supporting SunRail.

Hi. Gretchen	Sign Out Help	Get the New, Safer IE8	Yahoo!	Mail
·		Search	ana	Web Search

YAHOO! LOCAL

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.



Ø	1627 Orlando Ave, Longwood, FL, 32750
1.	Start at 1627 ORLANDO AVE, LONGWOOD going toward BRASSIE DR
2.	Continue on BRASSIE DR - go 0.2 mi
3.	Bear 🚯 on KINGSTON RD - go 0.3 mi
4.	Turn 🚯 on S PRESSVIEW AVE
5.	Turn 🕐 on ROXBORO RD - go 0.2 mi
6.	Turn 🕐 on W STATE ROAD 434(SR-434 W) - go 0.7 mi
7.	Take ramp onto I-4 W - go 9.2 mi
8.	Take exit #84/COLONIAL DRIVE (US-17)/CENTROPLEX (US-92)/IVANHOE BLVD toward US-17/US-92/SR-50/ COLONIAL DRIVE/CENTROPLEX - go 0.7 mi
9.	Turn (on W COLONIAL DR(US-17) - go 0.2 mì
10.	Turn 😯 on N ORANGE AVE(SR-527 S) - go 0.5 mi
11.	Turn 🕐 on E ROBINSON ST(SR-526) - go 0.3 mi
12.	Arrive at 315 E ROBINSON ST, ORLANDO, on the

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315 E Robinson St, Orlando, FL, 32801

<u>/</u> 1.	Start at 315 E ROBINSON ST, ORLANDO going toward N ROSALIND AVE - go 0.1 mi
2.	Turn R on N ROSALIND AVE(SR-527 N) - go 0.1 mi
3.	Continue to follow SR-527'N - go 0.2 mi
4.	Turn 🕐 on E CONCORD ST - go 0.3 mi
5.	Turn 🚯 to take ramp onto I-4 E - go 9.8 mi
6.	Take exit #94/LONGWOOD/WINTER SPGS - go 0.2 mi
7.	Turn 🚯 on W STATE ROAD 434(SR-434 E) - go 0.6 mi
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10.	Turn 🕕 on KINGSTON RD - go 0.3 mi
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12.	Continue on ORLANDO AVE
13.	Arrive at 1627 ORLANDO AVE, LONGWOOD, on the 🚯
Ø	1627 Orlando Ave, Longwood, FL, 32750

Total Distance: 24.87 ml, Total Travel Time: 42 mins

Venn, Gretchen

From: Sent: To: Subject: Spry, Janice Monday, December 14, 2009 11:27 AM Venn, Gretchen FW: SunRail Bill Signing

From: Christine.Kefauver@CityofOrlando.net [mailto:Christine.Kefauver@CityofOrlando.net] Sent: Monday, December 14, 2009 11:21 AM To: Spry, Janice Subject: Fw: SunRail Bill Signing

FYI

Christine Kefauver, AICP City of Orlando Transportation Department 400 South Orange Avenue Orlando, FL 32802

407-246-3261phone 321-229-0789 cell

Florida has a very broad public records law. As a result, any written communication created or received by City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Christine S Kefauver/TRN/TRN/Orlando

To: Ashley.West@ocfl.net, gvenn@seminolecountyfl.gov, Commissioner Brandon Arrington <barr@osceola.org>, Chairman Frank Bruno
<fbruno@co.volusia.fl.us>, Darla Zakaluzny <dzakaluzny@co.volusia.fl.us>, Linda Tolete <ltol2@OSCEOLA.ORG>, "Downs, Noranne"
<Noranne.Downs@dot.state.fl.us>, "Wynn, Jennifer" <Jennifer.Wynn@dot.state.fl.us>

Date: 12/14/2009 11:19 AM Subject: SunRail Bill Signing

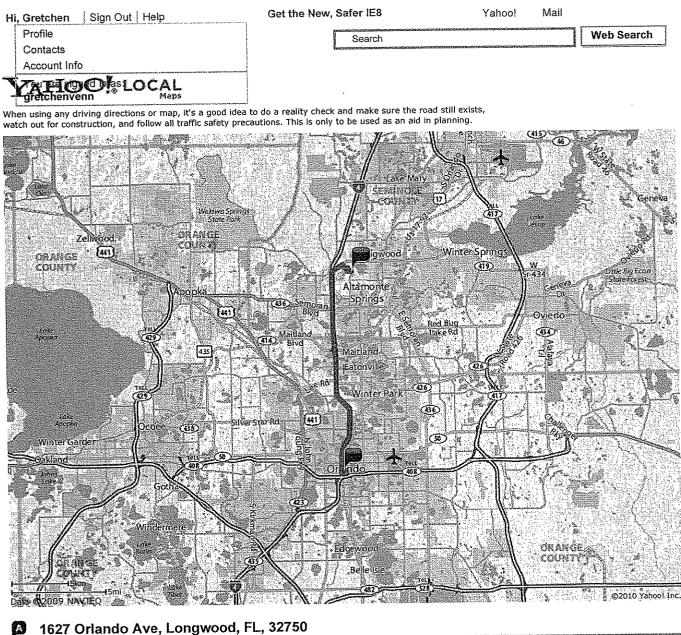
Good Morning!

The Governor's Office has confirmed the **SunRail Bill Signing** for this **Wednesday (December 16) at 1:15 pm** on **Church Street in Downtown Orlando** just east of the SunRail tracks. Please keep in mind that the Governor will be traveling so that the scheduled time is a "target".

Currently, the plan is to have all Central Florida Commuter Rail Commission Members on the podium with the Governor. Also note, that the Program is evolving and may change over the next 48 hours. The Program is expected to last 30 minutes. I will keep you abreast as the information becomes available.

Please let me know the availability of each Commuter Rail Commission member so that we can properly accommodate them.

Parking will be available under I-4 between Garland Avenue and Huey Avenue (near Church Street). Follow the Event Parking signs for directions.



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1.	Start at 1627 ORLANDO AVE, LONGWOOD going toward BRASSIE DR
2.	Continue on BRASSIE DR - go 0.2 mi
З.	Bear 🔞 on KINGSTON RD - go 0.3 mi
4.	Turn 🚯 on S PRESSVIEW AVE
5.	Turn 🕐 on ROXBORO RD - go 0.2 mi
6.	Turn 🕐 on W STATE ROAD 434(SR-434 W) - go 0.7 mi
7.	Take ramp onto I-4 W - go 10.6 mi
8.	Take Dexit #83/SOUTH STREET onto W SOUTH ST - go 0.3 mi
9,	Turn 🔞 on S HUGHEY AVE - go 0.1 mi
10.	Turn 🔞 on CHURCH ST W - go 0.1 mi
11.	Arrive at 129 W CHURCH ST, ORLANDO, on the
Ð	129 W Church Street, Orlando, Florida

0.1 mi	
	0.1 mi

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2.	Turn B on S ORANGE AVE(SR-527 S) - go 0.1 mi
3.	Turn 😮 on W SOUTH ST - go 0.2 mi
4.	Turn 🕞 to take ramp onto I-4 E - go 10.7 mi
5.	Take exit #94/LONGWOOD/WINTER SPGS - go 0.2 mi
6.	Turn 🕞 on W STATE ROAD 434(SR-434 E) - go 0.6 mi
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Ø	1627 Orlando Ave, Longwood, FL, 32750
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Total Distance: 25.56 mi, Total Travel Time: 40 mins

Central Florida Commuter Rail Commission Governing Board

MEETING AGENDA

DATE: Friday, December 18, 2009

TIME: 1:30 p.m.

LOCATION: Metroplan Orlando Board Room One Landmark Center 315 East Robinson Street, Suite 355 Orlando, Florida 32801

- Call to Order Chairman Dyer
- Pledge of Allegiance
- Confirmation of Quorum
- Agenda Review FDOT District 5 Secretary Noranne Downs

ACTION ITEMS

- 1. Adoption of November 13, 2009 meeting minutes Chairman Dyer
- 2. Adoption of Second Amendment to Interlocal Agreement Chairman Dyer

DISCUSSION ITEMS

- 1. Chairman's Report Chairman Dyer
 - a. Tallahassee Update
 - i. Legislative highlights
- 2. Project update Ms. Downs/Ms. Olore
 - a. Project Timeline
 - i. What's next?
- Technical Advisory Committee TAC Chairman Roger Neiswender

 Highlights from November 18, 2009 meeting

BOARD MEMBER COMMENTS

1. Board member comments

PUBLIC COMMENTS

1. Public comments

NEXT MEETING

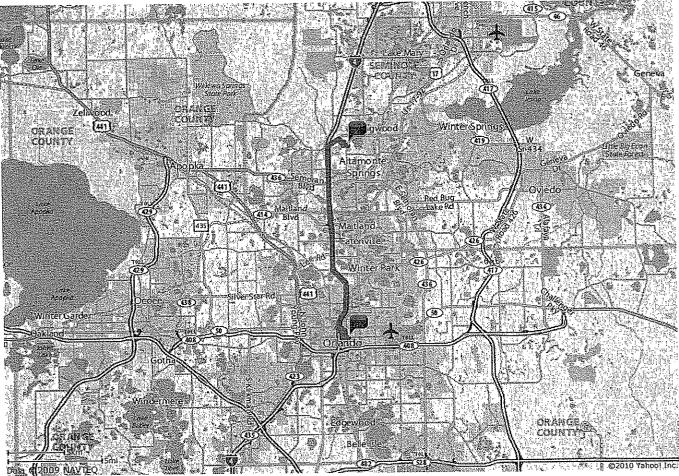
1. Review of meeting dates, times and location

ADJOURNMENT

Hi, Gretchen	Sign Out Help	Get the New, Safer IE8	Yahoo!	Mail
				Web Search

YAHOO! LOCAL

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6	1627 Orlando Ave, Longwood, FL, 32750

Total Distance: 24.87 mi, Total Travel Time: 42 mins

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Consent

1/26/2010

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>RFP-600768-09/TLR - Term Contract for Asbestos and Indoor Air Quality</u> Consultant Services

 DEPARTMENT:
 County Manager Office
 DIVISION:
 Purchasing and Contracts

AUTHORIZED BY: Joe Forte	CONTACT: Tammy Roberts	EXT: <u>7115</u>
--------------------------	------------------------	-------------------------

MOTION/RECOMMENDATION:

Award RFP-600768-09/TLR - Term Contract for Asbestos and Indoor Air Quality Consultant Services to GLE Associates, Inc., Orlando

County-wide

Ray Hooper

BACKGROUND:

RFP-600768-09/TLR will provide professional services for asbestos and indoor air quality services, including but not limited to site visits to review building plans and previous reports, conduct visual observations, take samples of suspect materials, perform laboratory analysis, provide written reports of findings, provide abatement plan, perform abatement monitoring, and provide final reports. This project was publicly advertised and the County received eleven (11) proposals in response to the solicitation. The Evaluation Committee comprised of Edward Bayton, Manager of Fleet and Facilities; Rafael Fernandez, Principal Coordinator; Gregory Foppiani, Risk Program Manager; and Bill Gregory, Safety Officer, evaluated the proposals. Consideration was given to each firm's gualifications/experience, technical plan, and price proposal. Authorization for performance of service by the contractor shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the services required and shall state the dates for performance of serviced and established the amount and method of payment. The agreement shall take effect on the date of execution and run for a period of two (2) years. At the sole option of the County, it may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual use of the contract is \$70,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600758-09/TLR - Term Contract for Asbestos and Indoor Air Quality Consultant Services to GLE Associates, Inc., Orlando.

ATTACHMENTS:

- 1. Tabulation
- 2. Evaluation&Ranking
- 3. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL

RFP TABULATION SHEET

RFP NUMBER:RFP-600768-09/TLRRFP TITLE:Asbestos & Indoor Air Quality Consultant ServicesDUE DATE:November 18, 2009 at 2:00 P.M..

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

AirQuest Environmental, Inc.	Applied Environmental Health & Safety	Ardaman & Associates, Inc.	Atlas Scientific Technologies, Inc.
4990 SW 52 nd St., Ste .204	1743 Wind Drift Rd.	8008 S. Orange Ave.	1220 Edgewater Dr. Ste. 10
Ft. Lauderdale, FL 33314	Orlando, FL 32809	Orlando, FL 32809	Orlando, FL 32804
Traci-Anne Boyle, Pres.	Tom Murray, Pres.	Carl R. Stephens, PE	Dave W. Knothe, Pres.
Ph 877-247-8146	Ph. 407-888-2285	Ph. 800-683-7645	Ph. 407-425-5696
Fx. 866-461-2791	Fx. 407-888-2015	Fx. 407-859-8121	Fx. 904-731-0241

GFA International, Inc.	GLE Associates, Inc.	MACTEC Engineering Consulting	Professional Service Industries
9659 Tradeport Dr.	1320 N Semoran Blvd, #203	4150 N. John Young Pkwy.	1748 33 rd St.
Orlando, FL 32827	Orlando, FL 32807	Orlando, FL 32804-2620	Orlando, FL 32839
Fredrick G. Kaub, Pres.	Robert B. Greene, PE	Brian J. DuChene, PE	Cate Landry, Dept. Manager
Ph. 800-226-7522	Ph. 407-658-4151	Ph. 407-522-7570	Ph. 407-304-5560
Fx. 407-447-9868	Fx. 407-654-4410	Fx. 407-522-7576	Fx. 407-304-5561

Pure Air Control Services, Inc.	SMC Systems Inc. dba SkyeTec	Universal Engineering Sciences
4911 Creekside Dr., Ste. C	9570 Regency Sq. Blvd., Ste. 410	3532 Maggie Blvd.
Clearwater, FL 33760	Jacksonville, FL 32225	Orlando, FL 32811
Alan Wozniak, Pres.	Christopher H. Uhland, CEO	R. Kenneth Derick, MS, PE
Ph. 800-422-7873	Ph. 866-759-3832	Ph. 407-423-0504
Fx. 727-572-5859	Fx. 904-483-4299	Fx. 407-423-3106

Evaluation Criteria:

Qualifications/Experience Technical Plan Price Proposal

Tabulated by T. Roberts, Sr. Procurement Analyst (Posted 11/19/2009 @ 11:30 AM) Evaluation Committee Meeting: None - Electronic Evaluations Recommendation of Award : GLE Associates, Inc., Orlando – (Posted 12/23/2009); BCC for Approval: 1/26/2010.

	A	irQuest		Applied	1	Ardaman		Atlas		GFA		GLE	N	ЛАСТЕС		PSI		Pure Air		SMC	U	niversal
A.1	\$	600.00	\$	840.00	10	00 / 3000	\$	430.00	\$	450.00	\$	450.00	\$	750.00	\$	500.00	\$	2,800.00	\$	250.00	\$	600.00
A.2	\$	200.00	\$	360.00	\$	3,000.00	\$	350.00	\$	450.00	\$	100.00	\$	500.00	\$	500.00	\$	985.00	\$	250.00	\$	900.00
A.3	\$	60.00	\$	70.00	\$	110.00	\$	48.00	\$	50.00	\$	55.00	\$	55.00	\$	50.00	\$	89.00	\$	55.00	\$	65.00
B.1	\$	600.00	\$	840.00	25	500 / 5000	\$	430.00	\$	500.00	\$	550.00	\$	750.00	\$	500.00	\$	1,895.00	\$	250.00	\$	800.00
B.2	\$	480.00	\$	840.00	18	300 / 3000	\$	394.00	\$	500.00	\$	450.00	\$	600.00	\$	500.00	\$	1,495.00	\$	440.00	65	/ Hr.
C.1	\$	8.00	\$	5.00	\$	5.75	\$	8.00	\$	9.00	\$	15.00	\$	15.00	\$	12.00	\$	15.00	\$	9.00	\$	5.00
C.2	\$	3.00	\$	50.00	\$	10.00	\$	-	\$	0.10	\$	0.10	\$	0.10	\$	-	\$	10.00	\$	10.00	\$	-
C.3	\$	3.00	\$	50.00	\$	10.00	\$	-	\$	0.10	\$	0.10	\$	0.10	\$	-	\$	10.00	\$	10.00	\$	-
C.4	\$	75.00	\$	66.00	\$	75.00	\$	60.00	\$	85.00	\$	55.00	\$	90.00	\$	10.00	\$	65.00	\$	90.00	\$	66.00
C.5	\$	60.00	\$	15.30	\$	20.40	\$	10.00	\$	6.00	\$	10.00	\$	10.00	\$	20.00	\$	25.00	\$	7.00	\$	125.00
C.6	\$	5.00	\$	50.00	\$	10.00	\$	8.00	\$	0.10	\$	0.10	\$	0.10	\$	-	\$	125.00	\$	10.00	\$	-
C.7	\$	10.00	\$	6.00	\$	13.80	; \$	8.00	\$	8.00	\$	10.00	\$	8.00	\$	15.00	\$	35.00	\$	9.00	\$	7.00
C.8	\$	10.00	\$	6.00	\$	11.50	\$	15.00	\$	20.00	\$	10.00	\$	10.00	\$	14.00	\$	22.00	\$	25.00	\$	7.00
C.9	\$	25.00	\$	50.00	\$	10.00	\$	8.00	\$	12.00	\$	15.00	\$	10.00	\$	-	\$	125.00	\$	10.00	\$	-
C.10	\$	12.50	\$	11.00	\$	17.00	Ş	12.00	\$	20.00	\$	15.00	\$	20.00	\$	20.00	\$	25.00	\$	35.00	\$	12.00
C.11	\$	60.00	\$	46.75	\$	86.25	\$	62.00	\$	115.00	\$	50.00	\$	60.00	\$	90.00	\$	88.00	\$	50.00	\$	75.00
C.12	\$	15.00	\$	53.55	\$	75.60	\$	55.00	\$	6.00	\$	20.00	\$	10.00	\$	10.00	\$	20.00	\$	50.00	\$	94.00
C.13	\$	200.00	\$	150.00	Ş	50.00	Ş	0.06	\$	31.50	\$	30.00	\$	45.00	\$	110.00	\$	50.00	\$	35.00	\$	-
C.14	\$	15.00	\$	35.00	\$	28.75	\$	20.00	\$	10.00	\$	15.00	\$	15.00	\$	45.00	\$	35.00	\$	35.00	\$	25.00
C.15	\$	5.00	\$	50.00	\$	10.00	\$	_	\$	0.10	\$	0.10	\$	0.10	\$	_	\$	20.00	\$	_	\$	_
C.16	\$	290.00	\$	220.00	Ş	201.25	Ş	225.00	\$	125.00	\$	195.00	Ş	375.00	\$	300.00	\$	160.00	\$	250.00	\$	220.00
C.17	\$	55.00	\$	44.00	\$	51.75	\$	65.00	\$	48.00	\$	40.00	\$	45.00	\$	65.00	\$	35.00	\$	50.00	\$	43.00
C.18	\$	32.00	\$	35.00	\$	46.00	\$	65.00	\$	40.50	\$	40.00	\$	38.00	\$	65.00	\$	65.00	\$	40.00	\$	40.00
C.19	\$	55.00	\$	65.00	, \$	86.25	\$	105.00	\$	40.50	\$	90.00	\$	110.00	\$	75.00	\$	90.00	\$	90.00	\$	65.00
C.20	\$	57.50	\$	44.00	\$	61.00	\$	65.00	\$	38.50	\$	40.00	\$	38.00	\$	65.00	\$	35.00	\$	50.00	\$	43.00
C.21	\$	52.00	\$	35.00	\$	55.00	Ş	65.00	\$	38.50	\$	40.00	\$	38.50	\$	65.00	\$	90.00	\$	40.00	\$	40.00
C.22	\$	35.00	\$	26.00	\$	38.50	\$	37.00	\$	40.00	\$	25.00	\$	41.00	\$	50.00	\$	45.00	\$	35.00	\$	30.00
C.23	\$	35.00	\$	26.00	;	38.50	\$	37.00	\$	40.00	\$	25.00	\$	59.50	\$	65.00	\$	55.00	\$	35.00	\$	30.00
C.24	\$	115.00	\$	70.00	\$	86.25	\$	89.00	\$	150.00	\$	45.00	\$	90.00	\$	95.00	\$	67.50	\$	150.00	\$	75.00
C.25	\$	115.00	\$	70.00	\$	86.25	\$	89.00	\$	150.00	\$	45.00	\$	90.00	\$	225.00	\$	82.50	\$	150.00	\$	75.00
C.26	\$	32.00	\$	26.00	\$	28.75	\$	38.00	\$	40.00	\$	25.00	\$	33.00	\$	40.00	\$	35.00	\$	35.00	\$	30.00
C.27	\$	120.00	\$	95.00	Ş	56.40	Ş	115.00	\$	80.00	\$	90.00	Ş	77.00	\$	140.00	\$	45.00	\$	105.00	\$	120.00
C.28	\$	120.00	\$	100.00	\$	109.25	\$	99.00	\$	90.00	\$	110.00	\$	104.50	\$	115.00	\$	75.00	\$	115.00	\$	108.00
C.29	\$	17.50	\$	39.00	\$	13.80	\$	30.00	\$	110.00	\$	30.00	\$	20.00	\$	15.00	\$	84.00	\$	20.00	\$	7.00
C.30	\$	125.00	\$	88.40	\$	104.50	\$	55.00	\$	80.00	\$	45.00	\$	150.00	\$	65.00	\$	176.00	\$	50.00	\$	149.00
C.31	\$	105.00	\$	80.75	\$	122.50	•	55.00	\$	275.00	\$	95.00	\$	125.00	\$	250.00	\$	76.00	\$	120.00	\$	149.00
C.32	\$	200.00	\$	750.00	\$	900.00	•	260.00	Ŷ		\$	200.00	\$	275.00	\$	100.00	•	75.00	\$	-	\$	150.00
0.02	Ŷ	200.00	Ŷ	, 50.00	Ŷ	500.00	Ŷ	200.00			Ŷ	200.00	Ŷ	2, 5.00	Ŷ	100.00	Ŷ	, 5.00	Ŷ		Ŷ	100.00
	ļ																					

RFP-600768-09/	TLR
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	-	AirQuest	Applied		Ardaman		Atlas		GFA		GLE		MACTEC		PSI		Pure Air		SMC	ι	Iniversal
D.1	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.2	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.3	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.4	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.5	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.6	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.7	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.8	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.9	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.10	\$	30.00	\$ 25.00	\$	28.75	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	66.00	\$	40.00	\$	20.00
D.11	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	22.00	\$	40.00	\$	20.00
D.12	\$	25.00	\$ 15.00	\$	15.00	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	68.00	\$	40.00	\$	20.00
D.13	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	54.00	\$	40.00	\$	20.00
D.14	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	54.00	\$	40.00	\$	20.00
D.15	\$	15.00	\$ 12.00	\$	11.50	\$	13.00	\$	20.00	\$	20.00	\$	20.00	\$	14.00	\$	62.00	\$	40.00	\$	20.00
E.1	\$	480.00	\$ 70.00	\$	500.00	39	95. / Day	50). / Hr.	\$	55.00	\$	55.00	\$	450.00	\$	89.00	\$	440.00	\$	55.00
E.2	\$	75.00	\$ 55.00	\$	63.25	\$	65.00	\$	45.00	\$	50.00	\$	60.00	\$	125.00	\$	395.00	\$	75.00	\$	50.00
E.3	\$	65.00	\$ 50.00	\$	57.50	\$	55.00	\$	40.00	\$	45.00	\$	50.00	\$	100.00	\$	325.00	\$	60.00	\$	45.00
	\$	4,877.50	\$ 5,779.75	\$	6,444.00	\$	3,727.06	\$	4,043.90	\$	3,480.40	\$	5,122.90	\$	5,076.00	\$	10,558.00	\$	4,140.00	\$	4,605.00
Based		23.55%	19.87%		17.82%		30.82%		28.40%		33.00%		22.42%		22.63%		10.88%		27.74%		24.94%
on 33%																					
			Some	CO	mpanies did	no	ot include co	st c	on some of	the	e items. Th	nese	e items will	no	t result in a	a di	ifferent outc	om	e.		

RFP-600768-09/TLR - Asbestos & Indoor Air Quality Consultant Services

8	<u>AirQuest</u>	Applied Env	<u>Ardaman</u>	<u>Atlas</u>	<u>GFA</u>	<u>GLE</u>	MACTEC	Pro. Serv	Pure Air	<u>SMC</u>	Universal
Fernandez, Rafael	74.5	65.8	77.8	90.8	68.4	95	85.4	84.6	69.8	82.7	88.9
Bayton, Edward	57.5	55.8	60.8	64.8	58.4	79	64.4	62.6	30.8	64.7	67.9
Brown, Dennis											
Foppiani, Gregory	85.5	76.8	82.8	93.8	84.4	96	87.4	88.6	70.8	88.7	89.9
Gregory, Bill	81.5	64.8	73.2	88.8	82.4	93	89.4	86.6	69.8	85.7	86.9
TOTAL SCORE	80	72	81	92	78	100	87	87	63	87	91
RANKING	6	8	5	2	7	1	4	4	9	4	3

8

Division Main Page Departments Documents and Lists Create Site Settings Help

Up to Purchasing & Contracts

	Edit Response X Delete Response Alert Me Go Back to Survey
	Congratulations on your selection as an Evaluation Team Member!
	Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation
	and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
	Are you willing to present a clear picture of the issues considered during the evaluation?
	I have read and will comply with the above requirement: :
	Yes
-	Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, FL Stat.) Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are
ł.	in a position to make decisions which affect their private gain or the gain of family members and friends.
	County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal consideration
	I state that I have considered my obligation to put the public interest above personal interest::
	Yes RESPONSE #1: AIRQUEST ENVIRONMENTAL, INC.:
	#1: Firm and Staff Qualifications and Experience (0 to 34 Points):
-	
ļ	#1: Firm and Staff Qualifications and Experience - Remarks:
	Qualified.
	Response time from Ft. Lauderdale?
	#1: Technicai Proposal (0 to 33 Points): 26
	#1: Technical Proposal - Remarks:
	RESPONSE #2: APPLIED ENVIRONMENTAL HEALTH & SAFETY:
	#2; Firm and Staff Qualifications and Experience (0 to 34 Points):
ł	23
1	#2: Firm and Staff Qualifications and Experience - Remarks:
	Qualified, use of sub contractors.
	#2: Technical Proposal (0 to 33 Points):
	23
	#2: Technical proposal - Remarks:
	RESPONSE #3: ARDAMAN & ASSOCIATES:
	#3: Firm and Staff Qualifications and Experience (0 to 34 Points): 30
	#3; Firm and Staff Qualifications and Experience - Remarks:
	Highly qualified staff, including forensic engineering.
	#3: Technical Proposal (0 to 33 Points):
	30
	#3: Technical Proposal - Remarks:
	RESPONSE #4: ATLAS SCIENTIFIC TECHNOLOGIES:
	#4: Firm and Staff Qualifications and Experience (0 to 34 Points): 30
1	30 #4: Firm and Staff Qualifications and Experience - Remarks:
1	Highly qualified. Has worked for Seminole County in the past.
	#4: Technical Proposal (0 to 33 Points):
	30
	#4: Technical Proposal - Remarks:
	RESPONSE #5: GFA INTERNATIONAL:
	#5: Firm and Staff Qualifications and Experience (0 to 34 Points):
	20 #En Eliza and Chaff Out-Ministriana and Experience - Remarks:
1.1	#5: Firm and Staff Qualifications and Experience - Remarks: Use of subs.
	#5: Technical Proposal (0 to 33 Points):
	20
	#5: Technical Proposal - Remarks:
	RESPONSE #6: GLE ASSOCIATES:
	#6: Firm and Staff Qualifications and Experience (0 to 34 Points):
	32
1	#6: Firm and Staff Qualifications and Experience - Remarks:
1	Very qualified. Large staff.
	#6: Technical Proposal (0 to 33 Points):

#6: Technical Proposal - Remarks:

RESPONSE #7: MACTEC ENGINEERING:

#7: Firm and Staff Qualifications and Experience (0 to 34 Points): 32

#7: Firm and Staff Qualifications and Experience - Remarks:

Very qualified. Has performed very efficiently under the current contract. #7: Technical Proposal (0 to 33 Points):

31

#7: Technical Proposal - Remarks:

RESPONSE #8: PROFESSIONAL SERVICE INDUSTRIES:

#8: Firm and Staff Qualifications and Experience (0 to 34 Points):

· 31

#8: Firm and Staff Qualifications and Experience - Remarks:

Large qualified staff.

#8: Technical Proposal (0 to 33 Points): 31

- #8: Technical Proposal Remarks:
- #9: PURE AIR CONTROL SERVICES:

#9: Firm and Staff Qualifications and Experience (0 to 34 Points):

· 32

#9: Firm and Staff Qualifications and Experience - Remarks: Large qualified staff.

#9: Technical Proposal (0 to 33 Points):

27

#9: Technical Proposal - Remarks:

Located in Clearwater.

#10: SMC SYSTEMS, INC./SKYE TEC:

#10: Firm and Staff Qualifications and Experience (0 to 34 Points): 29

#10: Firm and Staff Qualifications and Experience - Remarks:

#10: Technical Proposal (0 to 33 Points):

26

#10: Technical Proposal - Remarks: Office located in Jacksonville.

#11: UNIVERSAL ENGINEERING SCIENCES:

#11: Firm and Staff Qualifications and Experience (0 to 34 Points):

32

#11: Firm and Staff Qualifications and Experience - Remarks: Large qualified staff.

#11: Technical Proposal (0 - 33 Points):

32

#11: Technical Proposal - Remarks:

Created at 12/15/2009 11:16 AM by <u>Fernandez, Rafaet</u> Last modified at 12/15/2009 11:16 AM by <u>Fernandez, Rafaet</u>

Evaluations RFP-600768-09/TLR - Asbestos & Indoor Air Quality Control
Edit Response X Delete Response Alert Me Go Back to Survey
Congratulations on your selection as an Evaluation Team Member! Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirement:
Yes Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, FI. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::
Yes RESPONSE #1: AIRQUEST ENVIRONMENTAL, INC.;
#1: Firm and Staff Qualifications and Experience (0 to 34 Points):
16 (1) Film and Chaff Ovell Carlier and Filmericana - Demarka
#1: Firm and Staff Qualifications and Experience - Remarks: Does not have a depth of talent
#1: Technical Proposal (0 to 33 Points):
18
#1: Technical Proposal - Remarks:
RESPONSE #2: APPLIED ENVIRONMENTAL HEALTH & SAFETY:
#2: Firm and Staff Qualifications and Experience (0 to 34 Points):
15 #2: Firm and Staff Qualifications and Experience - Remarks:
Lacks depth of talent #2: Technical Proposal (0 to 33 Points):
21 #2: Technical proposal - Remarks;
Good approach RESPONSE #3: ARDAMAN & ASSOCIATES:
#3: Firm and Staff Qualifications and Experience (0 to 34 Points):
23
#3: Firm and Staff Qualifications and Experience - Remarks: Good depth limited CIH
#3: Technical Proposal (0 to 33 Points):
20
#3: Technical Proposal - Remarks:
Good approach RESPONSE #4: ATLAS SCIENTIFIC TECHNOLOGIES:
#4: Firm and Staff Qualifications and Experience (0 to 34 Points):
16
#4: Firm and Staff Qualifications and Experience - Remarks: Limited depth of talent
#4: Technical Proposal (0 to 33 Points):
18
#4: Technical Proposal - Remarks: Adequate approach
RESPONSE #5: GFA INTERNATIONAL:
#5: Firm and Staff Qualifications and Experience (0 to 34 Points):
 15 #5: Firm and Staff Qualifications and Experience - Remarks:
Limited depth of talent
#5: Technical Proposal (0 to 33 Points):
15 #5: Technical Proposal - Remarks:
Adequate approach
RESPONSE #6: GLE ASSOCIATES:
#6: Firm and Staff Qualifications and Experience (0 to 34 Points):
28
#6: Firm and Staff Qualifications and Experience - Remarks:

#6: Technical Proposal (0 to 33 Points): 18 #6: Technical Proposal - Remarks: Adequate approach RESPONSE #7: MACTEC ENGINEERING: #7: Firm and Staff Qualifications and Experience (0 to 34 Points): 21 #7: Firm and Staff Qualifications and Experience - Remarks: Adequate depth of talent #7: Technical Proposal (0 to 33 Points): 21 #7: Technical Proposal - Remarks: Good approach RESPONSE #8: PROFESSIONAL SERVICE INDUSTRIES: #8: Firm and Staff Qualifications and Experience (0 to 34 Points): 22 #8: Firm and Staff Qualifications and Experience - Remarks: Good depth of talent #8: Technical Proposal (0 to 33 Points): 18 #8: Technical Proposal - Remarks: Adequate approach #9: PURE AIR CONTROL SERVICES: #9: Firm and Staff Qualifications and Experience (0 to 34 Points): · 10 #9: Firm and Staff Qualifications and Experience - Remarks: Limited talent #9: Technical Proposal (0 to 33 Points): 10 #9: Technical Proposal - Remarks: Poor approach #10: SMC SYSTEMS, INC./SKYE TEC: #10: Firm and Staff Qualifications and Experience (0 to 34 Points): - 20 #10: Firm and Staff Qualifications and Experience - Remarks: Adequate talent #10: Technical Proposal (0 to 33 Points): 17 #10: Technical Proposal - Remarks: Adequate approach #11: UNIVERSAL ENGINEERING SCIENCES: #11: Firm and Staff Qualifications and Experience (0 to 34 Points): . 19 #11: Firm and Staff Qualifications and Experience - Remarks: Adequate talent #11: Technical Proposal (0 - 33 Points): 24 #11: Technical Proposal - Remarks: Good approach

Created at 12/15/2009 2:33 PM by <u>Bayton, Edward</u> Last modified at 12/15/2009 2:33 PM by <u>Bayton, Edward</u>

Division Main Page Departments Documents and Lists Create Site Settings Help Up to Purchasing & Contracts Evaluations RFP-600768-09/TLR - Asbestos & Indoor Air Quality Control 🗒 Edit Response | 🗙 Delete Response | Alert Me | Go Back to Survey Congratulations on your selection as an Evaluation Team Member! Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirement: Yes Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest: Yes RESPONSE #1: AIRQUEST ENVIRONMENTAL, INC.: Is travel extra? #1: Firm and Staff Qualifications and Experience (0 to 34 Points): 32 #1: Firm and Staff Qualifications and Experience - Remarks: Firm and staff appears capable of performing the task, however their location in my opinion can be problematic. #1: Technical Proposal (0 to 33 Points): 30 #1: Technical Proposal - Remarks: Appears appropriate for task. RESPONSE #2: APPLIED ENVIRONMENTAL HEALTH & SAFETY: Appears capable to perform the task. Check references #2: Firm and Staff Qualifications and Experience (0 to 34 Points): 24 #2: Firm and Staff Qualifications and Experience - Remarks: Too many subscontratcors. #2: Technical Proposal (0 to 33 Points): 33 #2: Technical proposal - Remarks: RESPONSE #3: ARDAMAN & ASSOCIATES: Check references #3: Firm and Staff Qualifications and Experience (0 to 34 Points): 33 #3: Firm and Staff Qualifications and Experience - Remarks: Company has been around 50 years #3: Technical Proposal (0 to 33 Points): 32 #3: Technical Proposal - Remarks: **RESPONSE #4: ATLAS SCIENTIFIC TECHNOLOGIES:** Previous vendor need reference from employees #4: Firm and Staff Qualifications and Experience (0 to 34 Points): 32 #4: Firm and Staff Qualifications and Experience - Remarks: #4: Technical Proposal (0 to 33 Points): 31 #4: Technical Proposal - Remarks: RESPONSE #5: GEA INTERNATIONAL: Check refrences #5: Firm and Staff Qualifications and Experience (0 to 34 Points): 28 #5: Firm and Staff Oualifications and Experience - Remarks: Using subs to complete the bid #5: Technical Proposal (0 to 33 Points): 28 #5: Technical Proposal - Remarks: RESPONSE #6: GLE ASSOCIATES: Check references #6: Firm and Staff Qualifications and Experience (0 to 34 Points):

32

#6: Firm and Staff Qualifications and Experience - Remarks: #6: Technical Proposal (0 to 33 Points): 31 #6: Technical Proposal - Remarks: **RESPONSE #7: MACTEC ENGINEERING:** Do they have a cert. Indust Hygenist?, check references #7: Firm and Staff Qualifications and Experience (0 to 34 Points): 32 #7: Firm and Staff Qualifications and Experience - Remarks: Maytec has proven their worth with yeras of service to the County. #7: Technical Proposal (0 to 33 Points): 33 #7: Technical Proposal - Remarks: **RESPONSE #8: PROFESSIONAL SERVICE INDUSTRIES:** check references, Letter indicates FL presents in 75 State has 83 #8: Firm and Staff Qualifications and Experience (0 to 34 Points): 33 #8: Firm and Staff Qualifications and Experience - Remarks: Large list of clients #8: Technical Proposal (0 to 33 Points): 33 #8: Technical Proposal - Remarks: 2 Hour emergency response time. #9: PURE AIR CONTROL SERVICES: Travel, pricing high, check references #9: Firm and Staff Qualifications and Experience (0 to 34 Points): 30 #9: Firm and Staff Qualifications and Experience - Remarks: #9: Technical Proposal (0 to 33 Points): 30 #9: Technical Proposal - Remarks: #10: SMC SYSTEMS, INC./SKYE TEC: Missing proof of WC Insurance, Check references #10: Firm and Staff Qualifications and Experience (0 to 34 Points): 31 #10: Firm and Staff Qualifications and Experience - Remarks: Seems to have Qualifications, is travel distance going to be a problem? #10: Technical Proposal (0 to 33 Points): 30 #10: Technical Proposal - Remarks: Has the experience neccessary #11: UNIVERSAL ENGINEERING SCIENCES: Check references #11: Firm and Staff Qualifications and Experience (0 to 34 Points): 33 #11: Firm and Staff Qualifications and Experience - Remarks: Large staff with qualifications #11: Technical Proposal (0 - 33 Points): 32 #11: Technical Proposal - Remarks: Large clientel

Created at 11/19/2009 1:14 PM by <u>Foppiani, Gregory</u> Last modified at 11/25/2009 8:21 AM by <u>Foppiani, Gregory</u>

Division Main Page Departments Documents and Lists Create Site Settings Help

Up to Purchasing & Contracts

	^{Evaluations} RFP-600768-09/TLR - Asbestos & Indoor Air Quality Control
	Edit Response 🗙 Delete Response Alert Me Go Back to Survey
contraction in an operation	Congratulations on your selection as an Evaluation Team Member! Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
	Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirement: :
	Yes
	Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerati I state that I have considered my obligation to put the public interest above personal interest::
	Yes RESPONSE #1: AIRQUEST ENVIRONMENTAL, INC.:
	#1: Firm and Staff Qualifications and Experience (0 to 34 Points):
	28
	#1: Firm and Staff Qualifications and Experience - Remarks:
	Firm is located in Fort Lauderdale, Fl. could increase response time in an emergency. #1: Technical Proposal (0 to 33 Points):
	30
	#1: Technical Proposal - Remarks:
	RESPONSE #2: APPLIED ENVIRONMENTAL HEALTH & SAFETY:
	#2: Firm and Staff Qualifications and Experience (0 to 34 Points): 20
	#2: Firm and Staff Qualifications and Experience - Remarks:
	Team assigned to this contracthas four (4) sub-contractors listed, this would restrict there availability to service this contract
	#2: Technical Proposal (0 to 33 Points):
	25 #2: Technical proposal - Remarks:
	RESPONSE #3: ARDAMAN & ASSOCIATES;
	#3: Firm and Staff Qualifications and Experience (0 to 34 Points):
	31
	#3: Firm and Staff Qualifications and Experience - Remarks:
	#3: Technical Proposal (0 to 33 Points): 25
	#3: Technical Proposal - Remarks:
	RESPONSE #4: ATLAS SCIENTIFIC TECHNOLOGIES:
	#4: Firm and Staff Qualifications and Experience (0 to 34 Points):
	28
	 #4: Firm and Staff Qualifications and Experience - Remarks: Atlas contract with Seminole County was for asbestos testing L used this company only once for IAQ had problems with style of report #4: Technical Proposal (0 to 33 Points):
111	30 #4: Technical Proposal - Remarks:
	RESPONSE #5: GFA INTERNATIONAL:
	#5: Firm and Staff Qualifications and Experience (0 to 34 Points):
	26 #5: Firm and Staff Qualifications and Experience - Remarks:
	2.B Experience/References furnished ten (10) clients all for Asbestos surveys none for Indoor Air Quality.
	#5: Technical Proposal (0 to 33 Points):
	#5: Technical Proposal - Remarks: Tech assigned to this project are not GFA full time employees Mr Litrides and Mr. Lasure are owners of seprate companies
	RESPONSE #6: GLE ASSOCIATES: #6: Firm and Staff Qualifications and Experience (0 to 34 Points):
	30 #6: Firm and Staff Qualifications and Experience - Remarks:
	#6: Technical Proposal (0 to 33 Points):
	30
	#6: Technical Proposal - Remarks:

RESPONSE #7: MACTEC ENGINEERING:

- #7: Firm and Staff Qualifications and Experience (0 to 34 Points): 34
- #7: Firm and Staff Qualifications and Experience Remarks:
- #7: Technical Proposal (0 to 33 Points):
- 33
- #7: Technical Proposal Remarks:

RESPONSE #8: PROFESSIONAL SERVICE INDUSTRIES:

- #8: Firm and Staff Qualifications and Experience (0 to 34 Points): 34
- #8: Firm and Staff Qualifications and Experience Remarks:
- #8: Technical Proposal (0 to 33 Points):
- 30
- #8: Technical Proposal Remarks:
- #9: PURE AIR CONTROL SERVICES:
- #9: Firm and Staff Qualifications and Experience (0 to 34 Points): 31
- #9: Firm and Staff Qualifications and Experience Remarks:
- #9: Technical Proposal (0 to 33 Points):
- 28
- #9: Technical Proposal Remarks:
- Located in Clearwater, FL. Increased responsed time in case of emergencies
- #10: SMC SYSTEMS, INC./SKYE TEC:
- #10: Firm and Staff Qualifications and Experience (0 to 34 Points):

30

- #10: Firm and Staff Qualifications and Experience Remarks:
- #10: Technical Proposal (0 to 33 Points):
- 28
- #10: Technical Proposal Remarks:
- located in Jacksonville, FL increased response time in emergencies #11: UNIVERSAL ENGINEERING SCIENCES:
- #11: Firm and Staff Qualifications and Experience (0 to 34 Points): 32
- #11: Firm and Staff Qualifications and Experience Remarks:
- #11: Technical Proposal (0 33 Points):
- 30
- #11: Technical Proposal Remarks:

Created at 11/19/2009 2:23 PM by <u>Gregory, Bill</u> Last modified at 11/24/2009 1:52 PM by <u>Gregory, Bill</u>

TERM CONTRACT FOR ASBESTOS AND INDOOR AIR QUALITY CONSULTANT SERVICES (RFP-600768-09/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between GLE ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose address is 1320 North Semoran Boulevard, #203, Orlando, Florida 32807, hereinafter referred to as "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide asbestos and indoor air quality consultant services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to provide consultant services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

This Agreement shall take effect on the date of SECTION 2. TERM. its execution by COUNTY and shall run for a period of two (2) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued Agreement and prior to the expiration pursuant to this date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase The first three (3) months of the initial term shall be Order. During the probationary period, COUNTY may considered probationary. immediately terminate this Agreement at any time, with or without cause, upon written notice to CONSULTANT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONSULTANT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONSULTANT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONSULTANT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement. The original invoice and one (1) copy shall be sent to: Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Administrative Services Department 200 W. County Home Road Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided

under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONSULTANT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination.

(C)If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of

subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT.

SECTION 17. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

Prior to commencement of work pursuant to this (1)Agreement, CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer insurance required by this Section (Workers' evidencing the Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, provide COUNTY with a renewal CONSULTANT shall or replacement

Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONSULTANT shall be deemed to be in default of this Agreement.

(c) <u>SPECIFICATIONS</u>. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate Personal & Advertising Injury Limit Each Occurrence Limit Three (3) Times the Each Occurrence Limit

\$1,000,000.00

(3) <u>Professional Liability Insurance</u>. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. (f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONSULTANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, will designate and advise CONSULTANT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of

the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS. In providing SECTION 26. all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Administrative Services Department 200 W. County Home Road Sanford, FL 32773

For CONSULTANT:

GLE Associates, Inc. 1320 N. Semoran Boulevard, #203 Orlando, FL 32807

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

GLE ASSOCIATES, INC.

	By:
, Secretary	ROBERT B. GREENE, President
(CORPORATE SEAL)	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS
	By:
MARYANNE MORSE Clerk to the Board of	BOB DALLARI, Chairman
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its, 20, regular meeting.
Approved as to form and legal sufficiency.	
County Attorney AEC/lpk	
1/4/10	
P:\Users\Legal Secretary CSB\Purchasing	2010\Agreements\RFP-600768.docx
Attachments:	
Exhibit A - Scope of Servic	es

Exhibit B - Sample Purchase Order

Section 1 – General Description of Services

ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES

Qualified firm(s) shall provide professional services for asbestos and indoor air quality services, including site visits to review building plans and previous reports, conduct visual observations, take samples of suspect materials, perform laboratory analysis, provide written reports of findings, provide abatement plan, perform abatement monitoring, and provide final report.

Services also include site visits to review available building information, conduct visual observations and obtain selected indoor air quality measurements, collected in numerous locations within the subject space at various times during a typical workday. These measurements consist of carbon dioxide, carbon monoxide, temperature, dew point, relative humidity, hydrogen sulfide, formaldehyde, within others, using direct reading instruments or colorimetric detector tubes.

Consultant shall look for evidence of moisture intrusion through the building envelope, including roof and curtain wall assemblies. Also look for processes or conditions within the subject area that may produce adverse conditions to the air quality. Consultant shall perform additional testing for microbial pollutants. Two air samples shall be collected in the subject space to be analyzed for viable and non-viable fungi and other particulates. One sample is to be collected outside the building for comparison. The consultant shall also review the building's mechanical plans and conduct a visual observation of the HVAC system serving the area.

At the completion of the site visits, the consultant shall prepare a report summarizing the information obtained. This report shall discuss the visual observations, evaluations, and the results of comfort parameter screening and carbon monoxide measurements. Consultant shall provide recommendations concerning general corrective measures for improvement of air quality within the report and rationale for those recommendations.

		-
SUBMIT PROPOSALS TO: Seminole County Administrative Services 200 West County Home Road Sanford, Florida 32773 Attn.: PURCHASING DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment	
Contact: Tammy L. Roberts, CPPB Sr. Procurement Analyst 407-665-7115 - Phone 407-665-7956 - Fax troberts@seminolecountyfl.gov	RFP-600768-09/TLR ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERIVCES	
Proposal Due Date: November 18, 2009	Location of Closing:	1
Proposal Due Time: 2:00 PM	Administrative Services/Purchasing & Contacts 200 West County Home Road, Sanford, FL 32773	
Proposer Name: GLE Associates, Inc.	Federal Employer ID Number or SS Number: 59-2975164	
Mailing Address : 1320 N. Semoran Blvd., Suite 203 Orlando, FL 32807	If returning as a "No Submittal", state reason (if so, return only this page):	
City, State, Zip: Orlando, FL 32807		
Type of Entity: <i>(Clrcle one)</i> Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)	
Incorporated in the State of: FL		
Telephone Number: 407-658-4151	Typed Name: Robert B. Greene, PE, PG, CIH, LAC,	LEED A
Toll Free Telephone Number: (800) 1-888-251-5868	Title: President	
Fax Number: 407-654-4410	Date: 11/17/2009	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

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Plan. Design. Construct. Maintain.

November 17, 2009

Seminole County Administrative Services 200 West County Home Road Sanford, FL 32773

RE: RFP-600768-09/TLR-Asbestos & Indoor Air Quality Consultant Services; GLE Proposal No.: 31743

Dear Ms. Roberts & Selection Committee:

GLE Associates Inc., (GLE) is pleased to submit our qualifications to provide Asbestos & Indoor Air Quality Consultant Services for Seminole County. Having performed these services for numerous government entities, including Seminole County, since 1989, we have gained an in-depth understanding of all the required environmental services summarized in your Request, and we welcome the opportunity to provide you with unparalleled service.

As a full-service facilities and environmental and consulting services firm, GLE has completed thousands of planning, design, construction and maintenance projects for more than 40 different multi-facility government entities. With five locations in Florida, including a full-service office in Orlando, we have completed hundreds of projects throughout Florida and currently serve on several asbestos, lead, radon, indoor air quality and industrial hygiene environmental term contracts in the Central Florida Region, including the Department of Transportation (District V), University of Florida, Shands Healthcare and the Lake, Volusia, Brevard and Citrus County School Districts.

GLE is one of Florida's largest environmental consulting firms specializing in environmental solutions.

Licensed in Florida to provide environmental consulting services, GLE is highly experienced in performing a wide range of, asbestos, lead, radon, indoor air quality and industrial hygiene consulting services in accordance with all EPA, FDEP, OSHA and AHERA regulations. Our multi-disciplined team of professionals includes accredited building inspectors, accredited project monitors and management planners, licensed and registered asbestos consultants, AHERA-certified project designers, Certified Industrial Hygienists, architects, engineers and geologists.

GLE Associates, Inc.

Seminole County Asbestos & Indoor Air Quality Consultant Services Page 2 of 2

GLE's project approach enables us to meet your multiple environmental project needs in a costeffective, timely manner.

With 70% of our work representing public agencies, GLE understands the time constraints under which public agencies operate. Each of your projects will be managed by Paul Zak, CIH, who has over 10 years of related experience. By maintaining a single point of contact, GLE provides consistency of work to meet your needs and reduce the amount of time required for the Seminole County Project Manager to administer this program.

Mr. Zak will be supported by Michael Collins, CIH, CIEC, for Quality Assurance/Quality Control and Robert Greene, PE, PG, CIH, LAC, LEED AP, Project Principal. These senior team members will ensure that each of your projects will receive:

- ✓ Rapid response
- Accurate and thorough analysis
- ✓ Consistent communication
- ✓ Superior client service
- ✓ Practical, cost-effective solutions

GLE is committed to supporting all of the Asbestos and Indoor Air Quality consulting services of Seminole County through unparalleled quality and professionalism. All terms and conditions of the RFP are understood and acknowledged by the undersigned. The following documentation further exhibits our qualifications, experience and desire to provide the required services. Should you have any questions, please contact us at 407-658-4151, as either of us will be able to assist your efforts during the proposal process. We sincerely appreciate this opportunity to respond to your request and look forward to the prospect of working with you again. Thank you for considering us for this important contract.

Sincerely, GLE Associates, Inc.

Paul Zak, CIH Department Manager of Central Florida Environmental Services

Robert B. Greene, PE, PG, CIH, LAC, LEED AP President





Corporate Information:

Certificate of Status

I certify from the records of this office that GLE ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on September 12, 1989.

The document number of this corporation is L15949.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report/uniform business report was filed on January 20, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by this code, 090120234744-100141538361#1.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2009



kurf S. Browning

Surt S. Prowning Secretary of State

Required Submittals

Summary of Litigation/License Sanctions:

Company wide, GLE Associates, Inc. has been involved in no suits related to our professional design services.

GLE is currently involved in one suit relative to an asbestos screening survey. This suit is in discovery and is covered by GLE's professional liability insurance carrier.

 Osprey Asbestos Screening Hillsborough Avenue Case #984003540600

License Sanctions:

GLE has had no license sanctions since its inception in 1989.

Current Workload:

Project Fe	e Remaining
Balfour Beatty Communities	\$54,995
University of Florida	\$55,884
Miscellaneous Projects Under 10K	<u>\$22,133</u>
Total	\$133,012

As indicated above, GLE's Orlando projects have an outstanding fee remaining of \$133,012. This work is scheduled to be completed within the next 4-6 weeks. GLE will be ready and more than able to fulfill the needs of this Seminole County project. GLE anticipates work from our current contract holders during the term of this proposed project, this includes:

- Balfour Beatty Communities & Construction
- BB& T
- Citrus County Schools
- FDOT District V
- Georgia Pacific
- Shands Healthcare

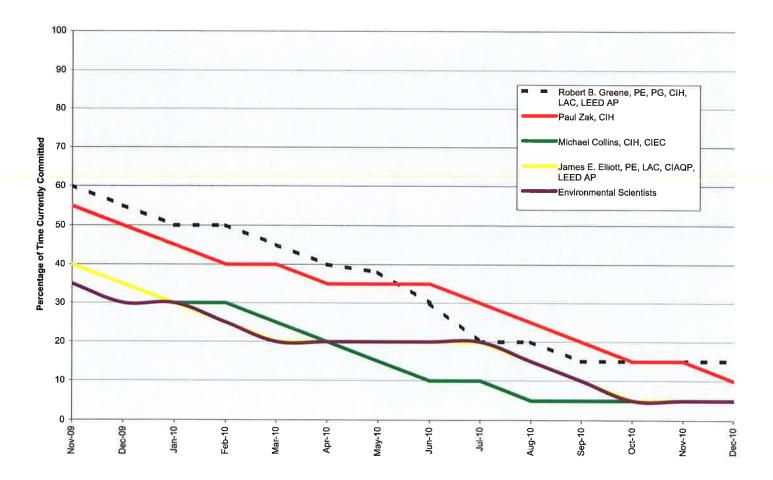
However, in the event additional resources are necessary, staff from any of GLE's four additional offices located within Florida will be allocated to this contract at no additional cost to the Client. This approach allows GLE to have the flexibility to adapt to changing project scopes and schedules. Should the workload demand additional effort, the number of staff available and the percentage of their time will be adjusted to meet the requirements of this contract. Please find the following availability graph on the next page for each proposed key team member for the anticipated contract term. As this graph indicates, GLE has several significant projects which are nearing completion within the next month, just in time for the proposed start date, leading to increased availability for each proposed key team member.







Availability of Proposed GLE Team



Required Submittals

Project Understanding:

A recognized property consulting leader, GLE has provided comprehensive environmental engineering and building sciences consulting services to numerous public agencies throughout Florida. The majority of our work has been completed under continuing service contracts which have focused on asbestos, lead, indoor air quality, radon, environmental engineering and architecture, totaling over \$175 million in construction costs in the last five years.

GLE's environmental professionals can provide analysis of single-building elements or entire buildings as part of our services. This experience, combined with our ability to provide successful project management and administration, creates a unique team, able to meet the comprehensive coordination needs of this contract. Many firms responding to this opportunity are capable of completing the routine environmental tasks associated with environmental consulting; however, few posses the certified, experienced staff to address all of the issues that need to be considered for each project.

GLE's specialized offerings include:

- Full Service office with Emergency Response Capability;
- Regional staff of specifically assigned multi-disciplined professionals with an additional pool of more than 20 crosstrained staff members to be assigned, as necessary, to meet Seminole County's requirements;

- Vast experience and expertise in all areas of asbestos and IAQ management, including design, project monitoring, site supervision and Operations & Maintenance Program design and implementation;
- Three Certified Industrial Hygienists and over 30 industrial hygienists;
- In-house certified and accredited NVLAP laboratory;
- In-house XRF capabilities for performing lead paint surveys; and
- EPA/State approved asbestos training courses.

GLE strives to provide our clients with the highest quality of work, professionalism and timely client service, which is proven by our long-term relationships with public sector clients. Our extensive experience working under term environmental contracts provides us with a unique understanding of the scope outlined in this Request for Proposal. As a full-service property consulting firm, we have the experience, personnel and equipment necessary to meet the multiple needs anticipated by this contract.



Attachment A PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to <u>one hundred twenty (120)</u> days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business GLE Associates, By:

Signature

Robert B. Greene, President Name & Title, Typed or Printed

1320 N. Semoran Blvd., Suite 203 Mailing Address

Orlando, FL 32807

City, State, Zip Code

(407) 658-4151

Telephone Number

Sworn to and subscribed before me

This <u>17th</u> day of

November

Signature of Notary

20 09

Notary Public, State of FL

Personally Known

-OR-Produced Identification

Type:___



MARTHA OSTRIA MY COMMISSION # DD 783884 EXPIRES: June 17, 2012 Bonded Thru Budget Notary Services

Attachment B **Conflict of Interest Statement**

SS

STATE	OF FL	ORIDA	

COUNTY OF _Hillsborough

Before me. the undersigned authority. personally appeared Robert B. Greene, PE, PG, CIH, LAC, LEED AP, who was duly sworn, deposes, and states: I am the President 1. of <u>GLE Associates</u>. Inc. with a ice in <u>Orlando</u> and principal office in <u>Tampa</u> The above named entity is submitting an Expression of Interest for the Seminole County project local office in Orlando

2. described as RFP-600768-09/TLR - Asbestos & Indoor Air Quality Consultant Services

The Affiant has made diligent inquiry and provides the information contained in this Affidavit 3. based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any 5. agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

I certify that no member of the entity's ownership, management, or staff has a vested interest in 8. any aspect of or Department of Seminole County.

I certify that no member of the entity's ownership or management is presently applying for an 9. employee position or actively seeking an elected position with Seminole County.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing/

DATED this	day of <u>November 1, 20 09</u> .	
Name of Affiant	Robert B. Greene, PE, PG, CIH, LAC, LEED AP	Typed
	<u>President</u> Title	

day of, 20_09
Martha astria
Notary Public - State of

(Type of identification)

Martha Ostria (Printed typed or stamped commissioned name of notary public)

My commission expires



MARTHA OSTRIA Y COMMISSION # DD 783884 EXPIRES: June 17, 2012 Bonded Thru Budget Notary Services

(17.12)

Attachment C Compliance with the Public Records Law

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: <u>GLE Associates</u>, Inc.

Authorized representative (printed): Robert B. Greene, PE, PG, CIH, LAC, LEED AP

Authorized representative (signature):

Date: 11/17/2009

Project Number: <u>RFP-600768-09/TLR</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

GLE Associates, Inc. does: (Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. 6.

As the person authorized to sign the statement, I certify that this firm complice fully with the above requirements.

Proposer's Signature

GLE Associates, Inc. Firm 11/17/2009 Date

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

GLE Associates, Inc. Business name, if different from above	
5	
Check appropriate box: Individual/Sole proprietor Corporation Limited liability company. Enter the tax classification (D=disregarded entil Other (see instructions)	□ Partnership ty, C=corporation, P=partnership) ►
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
ୁତ୍ର 3109 W. Dr. MLK Jr. Boulevard, Suite 550	
City, state, and ZIP code	
0 3109 W. Dr. MLK Jr. Boulevard, Suite 550 0 City, state, and ZIP code 0 Tampa, FL 33607	
Tampa, FL 33607 B List account number(s) here (optional)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose

Social s	ecurity n	umber
		or
Employe	er Identif	ication number
59		2975164

Part II Certification

number to enter.

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►	(Doh)	115	hlend	11/17/2009 Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,



Facilities and Environmental C o n s u | t a n t s

Location:

This contract will be serviced by GLE's fully staffed Orlando office, located at:

1320 N. Semoran Blvd., Suite 203 Orlando, FL 32807 14 miles from Seminole County

While GLE's hours of operation are Monday through Friday from 8:00 a.m. to 5:00 p.m., GLE provides 24-hour, seven days-per-week emergency response to meet all of your needs. In addition, all of GLE's key team members are equipped with mobile phones all key team members have remote computer access.

In the event of a catastrophe, GLE maintains a self contained emergency response RV which can be immediately mobilized to any site in the county. The RV has satellite phone and data to allow us to provide restoration and repairs in the aftermath of a disaster.

Recognizing that project delays can have a significant impact on Seminole County's operations, GLE guarantees to respond within one hour once notified by your office.

Experience/Reference:

Manatee County Environmental Services Term Contract Paul Panik, Environmental Program Mgr. Natural Resources Department 202 6th Avenue East, Bradenton, FL 34208 e: paul.panik@co.manatee.fl.us p: 941-742-5980; f: 941-742-5996

GLE has held an environmental term contract with Manatee County since 2000. Services include **environmental engineering, asbestos consulting, industrial hygiene and indoor air quality.** GLE has completed almost 90 projects for Manatee County under this Environmental Term Contract with Net Fees totaling \$341,021. Projects completed under this contract include the following:

Pre-demolition Asbestos Surveys: GLE provided pre-demolition ACM surveys at 4 locations in the Bradenton area.

Manatee County Courthouse, Indoor Air Quality Survey: GLE provided field assessment activities to adequately assess the **indoor air quality** within the Manatee County Courthouse Building. Tasks included a complete area walkthrough and review of the HVAC systems. The HVAC system components were evaluated to determine the operational condition of the equipment related to optimum indoor air quality conditions. Detailed observations and qualitative moisture tests were conducted of building materials suspected to have mold/water damage. Using nationally recognized protocols, numerous area measurements of temperature, microbial particulate sampling, moisture readings and relative humidity from within the subject area were obtained. Several area measurements of carbon dioxide (CO2) were obtained from within subject areas. An evaluation of the building envelope was also completed. All exterior building materials, including door and window systems of this historic structure, were accessed to determine if they were contributing to moisture intrusion within the facility. GLE assembled all background information, sampling results and physical observations into a written report, containing formal findings, conclusions (diagnoses) and recommendations for appropriate corrective action(s).

Florida Department of Transportation Term Contract for Asbestos Consulting Florence Fowler, Project Manager FDOT, District 5 719 South Woodland Blvd., DeLand, FL 32720

e: florence.fowler@dot.state.fl.us p: 386-943-5088; f: 386-736-5207



GLE has served as the asbestos consultant for FDOT, District V, for the past three years. Services provided include facility surveys, asbestos

abatement and demolition project designs, contract administration, and project supervision/ air monitoring. Approximately 50 individual projects have been performed in conjunction with demolition and roadway construction. All work performed under these contracts has been performed in accordance with established state regulations, submitted for approval within preestablished time frames without resulting in any delay to FDOT projects. The total estimated cost of this environmental term contract is \$750,000.



Lake County Courthouse Architecture, IAQ & Mechanical Engineering Lake County Public Works Department Richard LeBlanc, Project Manager 315 W. Main, Tavares, FL 32778 e: rleblanc@co.lake.fl.us p: 352-253-6148; f: 352-343-9668



GLE was initially contracted by Lake County to perform an in-depth building envelope, **IAQ**, and water intrusion study for the 100,000+ sq. ft. Lake County Courthouse. Working with Lake County's construction manager, we investigated the Courthouse

building's envelope to determine the source of moisture intrusion and elevated humidity. Using in-house mechanical engineering and industrial hygiene staff, GLE completed an extensive HVAC system assessment evaluation of the indoor air environment to quantify and identify the presence of mold and other contaminants. In addition, we conducted neutron thermolization testing of the EIFS system, roof areas and other exterior building components to help identify specific areas of moisture intrusion. Based on the findings of our investigations, GLE designed a

new roofing and exterior wall system with redundant details to ensure the integrity of the new construction. The total construction cost of this project was \$1,350,000.



Broward County Courthouse Comprehensive IAQ & Water Intrusion Willaim R. Wiley, Jr., CMC, Industrial Hygienist Safety & Occupational Health Section Broward County Risk Management Division 115 South Andrews Avenue, #A510 Ft. Lauderdale, FL 33301

GLE was initially contracted by Broward County to perform a comprehensive IAQ and Water Intrusion study for the 250,000+ sq. ft. Broward County Judicial Complex. The Complex consists of four structures, including two 10story buildings, one 7-story building, and one 6-story building. GLE investigated the facility's building envelope for moisture intrusion and elevated humidity in those areas specified by the County as being of concern. Using in-house mechanical engineering and industrial hygiene staff, GLE completed an extensive HVAC system assessment of 93 individual air handling units, in addition to an evaluation of the indoor air environment to determine the presence of mold, temperature and relative humidity, carbon dioxide, carbon monoxide, total particulates, and Volatile Organic Compounds (VOC's). Based on the findings of our investigation, the County implemented a maintenance and cleaning program for their HVAC system, and coordinated remediation of various problematic areas, as identified by GLE, having visible mold and/or elevated airborne concentrations of mold spores. Further, following remedial efforts, the County requested GLE to reassess those areas to determine the completeness of remediation. Consulting and testing fees associated with the initial evaluation was approximately \$45,000.00.





Volusia County School Board Asbestos and Lead Term Contract Dick Berge, Project Manager P.O. Box 2118 DeLand, FL 32721 e: dberge@volusia.k12.fl.us p: 386-947-8786 ext 50728; f: 386-947-5847

GLE has provided **asbestos/lead** through a term contract held with the School Board of Volusia County since 2001. In this capacity, we perform surveys, design abatement plans and provide construction administration and air monitoring services for various school facilities throughout the District.

GLE has provided asbestos abatement project management, coordination and supervision during the demanding summer schedules for the District over the past three years, with multiple asbestos abatement projects being performed concurrently. GLE has assisted the District by supplying qualified and certified personnel and equipment to match the demands of the District during these peak periods, and so as to not delay fasttrack renovation projects that occur over the breaks. During the asbestos abatement process, GLE personnel serve as the Owner's representative by ensuring the adequacy of engineering controls to prevent the contamination of non-work areas. In addition, GLE's documentation of materials removed by the contractor serve as a means to verify contractor billings.

Throughout the abatement process, our air monitors collect work-in progress, perimeter and

clearance air samples and provide immediate on-site Phase Contrast Microscopy (PCM) by qualified personnel. In advance of renovation projects, GLE routinely meets with the individual project managers within the District to discuss the areas to be affected by the planned renovations, provides timely confirmatory inspections and prepares site specific asbestos abatement work plans/specifications. The total estimated cost of this ongoing term contract is \$40,000.

Brevard County Public Schools Asbestos and Lead Term Contract Jim Powers, Project Manager 1254 South Florida Avenue Rockledge, FL 32955 p: 407-633-3497; f: 407-633-3453

GLE was re-selected in 2007 to serve as the School Board of Brevard County's environmental term consultant, GLE previously served as a consultant from 1996-1998. In this capacity, GLE has completed over 188 projects for the School Board totaling \$265,662 in net fees. Included in the scope of the contract were asbestos, lead, industrial hygiene, UST removal and replacement, emergency response, remedial design and remedial actions. GLE performed underground storage tank (UST) removals at six schools and abandonment in place at an additional school in Brevard County. The UST projects were turnkey project with construction management conducted by GLE's engineering staff. GLE performed closure assessments for each site and prepared closure reports that were submitted to the Department of National Resources in Brevard County. Each project also included the design and installation of above ground replacement tanks and associated piping. GLE's staff coordinated with the owner, their engineering staff, and on-site contacts to determine appropriate locations and piping. GLE's



staff also coordinated and supervised all subcontractors. Appropriate testing and project documentation was conducted in each case.

Our firm has completed emergency response projects for the School Board dealing with the issues of asbestos releases, diesel fuel contamination, employee exposures to volatile organics, mercury contamination and lead paint concerns. Each of these projects involved immediate response to an emergency situation. GLE's project manager dealt directly with the School Board's environmental health professional in determining appropriate response actions.

Under this contract, GLE completed projects including the removal and replacement of USTs at various sites, **asbestos inspection**, **asbestos abatement**, **lead paint inspection**, **lead paint abatement**, **microbial sampling**, **industrial hygiene air monitoring**, noise surveys, initial response actions, contamination assessments remedial design, remedial actions and emergency response.

GLE also has completed employee exposure measurements for toluene and xylene for maintenance workers involved in floor preparation in confined areas within a school facility. GLE provided an on site CIH to assist in employee awareness, testing and to make recommendations for further action.

In addition GLE was asked by the School Board to respond to a potential diesel spill at one facility. A two-pronged approach was used to address the School Board's concerns. GLE's environmental engineer conducted soil and groundwater studies to determine the extent of contamination while GLE's IH staff conducted testing for VOC's within an area of the school where a concern was present that VOCs might be drawn from the soil through the slab.

City of Ft. Pierce Housing Authority Wayne Fuzzard, Modernization Coordinator 707 North 7th Street, Ft. Pierce, FL 34950 e: Wayne.fuzzard@cfpha.org; fpha@aol.com p: 772-429-6434; f: 772-429-6406

GLE was contracted by the Ft. Pierce Housing Authority (FPHA) to provide **IAQ consulting services,** consisting of Preliminary Mold Investigations (PMI) and Post Mold Remediation Testing (PMRCT). Ft. Pierce Housing Authority consists of nine sites with over 800 houses and two high rises.

FPHA sustained damage to a large number of units during the recent hurricanes. FPHA applied for and was given a grant to remediate the damages in order to complete repairs and occupy the units. GLE has successfully completed 34 PMIs and 26 PMRCTs since the start of the contract in July 2007.

Tampa Housing Authority Environmental Term Contract Terrance Brady, Director of Energy Services & Special Projects 1529 West Main Street, Tampa, FL 33607 e: terranceb@thafl.com p: 813-253-0551 ext. 363, f: 813-253-2713

GLE has served as the environmental consultant and remediation contractor for the housing authority under an IDIQ contract since 1998. GLE has completed over 100 building sciences projects for the Tampa Housing Authority under this contract. Projects have included environmental site assessment and engineering, indoor air quality, asbestos



and lead-based paint consulting and abatement

for the demolition of multiple housing projects for reconstruction under the Hope VI Program, asbestos identification at six project sites, and turnkey asbestos abatement and project monitoring at three locations, representing over 200 units. GLE has conducted lead inspection and risk assessment services in response to elevated child blood lead levels and abatement of interior and exterior portions of the housing units based on the results of lead inspections and risk assessments.

GLE has also conducted projects related to mold assessments in damaged facilities, feasibility assessments for past and present project sites relative to potential environmental contamination. Phase I environmental site assessments, feasibility analyses for the redevelopment of old landfill sites owned by the Tampa Housing Authority, radon testing, HUD Noise Assessments and other indoor air quality work. GLE served as the engineer and construction manager for the building demolition and site redevelopment of the Riverview Terrace Apartments. GLE demolished 125 units within a 354-unit complex. Our unique qualifications for this project included both the engineering expertise required for the demolition/reconstruction and the environmental consulting expertise to survey and remediate the asbestos and lead-based paint prior to the commencement of demolition activities. The project was further challenged by the need to complete all demolition and redevelopment activities while more than 60% of the units remained occupied. Therefore, resident safety and maintenance of utilities became issues of paramount concern. The project was completed on time and under budget.



GLE recently completed the design and construction management for the demolition of

Central Park Village. GLE demolished a 550-unit complex, consisting of 24 acres and 58 buildings. The demolition included all buildings, pavement, and underground utilities as well as remediation of hazardous materials. Due to the age of the housing complex extensive investigations have been required for the design, including environmental site assessments, **asbestos and lead surveys** and underground utility location. In order to obtain LEED points for the new development, the demolition required the recycling of concrete and masonry block walls from the units.

"GLE is the best in the business. [I am] completely satisfied with the value of services and performance provided. GLE is very responsive to our needs and time schedules and has never let THA down. They are all professional and friendly." – Terrance Brady

Malcolm Randall Department of Veterans' Affairs Medical Center Various Environmental Facilities Project Mark Rausch 1601 SW Archer Road Gainesville, FL 32608 p: 352-379-4077

Over the past five years, GLE has provided professional consulting services for over 40 renovations at the Malcolm Randall Veterans' Affairs (VA) Medical Center located in Gainesville. GLE typically provides the



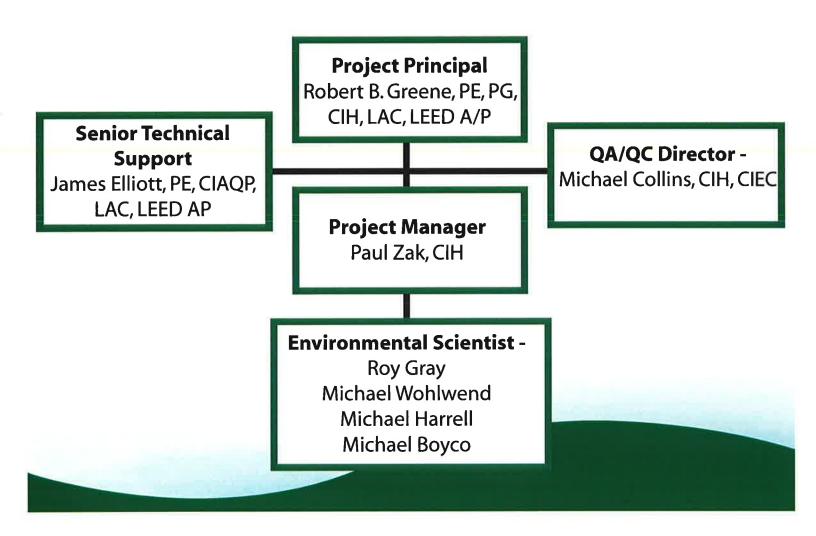
required **Certified Industrial Hygienist services**, including survey, design, and project monitoring tasks associated with the identification and removal of hazards from specific work area prior to the initiation of planned renovations. We have provided these services for Phase I, II, and III flooring replacement projects that included the **removal of over 150,000 square feet of asbestoscontaining floor tile from this 24-hour occupied facility.** Work associated with these projects were coordinated with the VA staff and conducted with complete abatement contractor mobilization and demobilization occurring over consecutive weekends. The total estimated cost of this ongoing term contract is \$1,000,000.





Proposed Team:

One of the key criteria to the success of this contract will be our consistency of personnel. By developing a working relationship with Seminole County, GLE will eliminate confusion on projects and reduce administration time. For this reason, GLE commits our management team throughout the duration of this contract. Please find resumes on the following pages.







Robert B. Greene, PE, PG, CIH, LAC, LEED AP Project Principal

Introduction

Mr. Greene has served in the engineering, construction, environmental consulting and remediation arenas for thirty years, including president of GLE since 1989. He has managed numerous consulting and construction projects for public and private sector clients throughout the United States and has designed and managed projects with construction and/or environmental remediation costs exceeding \$100 million. In addition, he has served as an expert witness for litigation of environmental and construction for related issues.

Mr. Greene has served as an instructor at the University of Florida TREEO, Environmental Institute and Technical Education Resources courses dealing with hazardous wastes, environmental compliance, asbestos, lead, radon and indoor air quality issues.

He is a member of the Florida Engineering Society, National Society of Professional Engineers, American Industrial Hygiene Association and Environmental Information Association. In 1987, Mr. Greene was appointed by the governor to the Florida Asbestos Committee, which was responsible for developing state asbestos regulations.

Representative Educational Project Experience

Mr. Greene has served as project principal and senior consultant for environmental term contracts with Hillsborough, Broward, Pinellas and Citrus County Schools; St. Petersburg College, Florida Atlantic University and the University of Florida. Projects included Indoor Air Quality, mold, asbestos, lead, hazardous waste, soil and groundwater contamination and emergency response.

Education

- M.S., Engineering Geology, Georgia Institute of Technology, 1979
- B.S., Civil Engineering, Georgia Institute of Technology, 1983
- B.S., Geology, University of Florida, 1977

Registrations

- Professional Engineer/FL0036498
- Professional Engineer/AL22293
- Professional Engineer/GA015025
- Professional Engineer/LA30644
- Professional Engineer/MS13408
- Professional Engineer/NC23689
- Professional Engineer/SC18504
- Professional Engineer/TX91643
- Professional Engineer/VA0402 042910
- Professional Geologist/FLPG 0001737
- Professional Geologist/GA000614
- Certified Industrial Hygienist, AIHA/6773
- Pollutant Storage System Contractor/FLPC C056722
- Asbestos Contractor/FLCJ C046288
- Asbestos Consultant/FL0000009
- General Contractor/FLC047543
- LEED Accredited Professional 2009

Robert B. Greene, PE, PG, CIH, LAC, LEED AP Project Principal

Water and Mold Consulting

Mr. Greene served as project manager and Certified Industrial Hygienist for the damage assessment of buildings in the aftermath of Hurricanes Charlie and Katrina. GLE assessed over 3,000 buildings and provided remediation designs. Work was performed with numerous teams throughout Florida and the Gulf Coast.

Demolition Experience

Mr. Greene has served as the project manager for the demolition of numerous facilities throughout the United States. Representative projects include Sunland Hospital (Orlando, FL), University of Florida – Hume Hall Dormitory, Hangar 747 – San Bernardino International Airport, Riverview Housing Complex and Central Park Housing Neighborhood.

Tampa Bay Housing Authority – Mr. Greene served as the project principal and senior technical consultant for this IDIQ contract in which GLE has served as environmental consultant and remediation contractor since 1998. Mr. Greene has directed projects including environmental site assessment and engineering, asbestos and lead-based paint consulting and abatement for the demolition of multiple housing projects for reconstruction under the Hope VI Program. Mr. Greene also coordinated lead inspection and risk assessment services in response to elevated child blood lead levels and abatement of interior and exterior portions of the housing units based on the results of the lead inspections and risk assessments.

GLE served as the project engineer and construction manager for the building demolition and site redevelopment of the Riverview Terrace Apartments and Central Park Village.

Licenses, Certifications & Continuing Education

- Comprehensive Industrial Hygiene Review, Midwest Regional Training Center
- Comprehensive Industrial Hygiene Review, University of North Carolina
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust, University of North Carolina
- AHERA Asbestos Abatement Contractor/Supervisor - FL
- Asbestos Inspector/Management Planner/FL
- AHERA Asbestos Designer/FL
- Lead-Based Paint Abatement Design Strategies, Georgia Tech Continuing Education
- Lead-Based Paint Supervisor, Environmental Institute
- EPA Model Lead Inspector/Risk Assessor
- Lead Abatement Supervisor/GA
- Lead Designer & Supervisor/GA
- Asbestos Contractor & Supervisor/NC
- Asbestos Designer FL, LA, MS, NC, SC
- Asbestos Consultant AR
- Radon Measurement Specialist FL
- Radon Mitigation Specialist FL
- Mold Assessment Consultant 40-Hour Course
- Mold Assessment Consultant, MAC0507, TX
- AIHA Certified Safety Professional



Robert B. Greene, PE, PG, CIH, LAC, LEED AP Project Principal

NAVFAC – Southeast Division – GLE completed a contract for the NAVFAC SE (Naval Facilities Engineering Command Southeast) involving Lead-Based Paint (LBP) Inspections and Risk Assessments at 13 Naval Facilities within Florida, Texas, Tennessee, South Carolina, Illinois, Indiana and Mississippi. Mr. Greene provided project management for the assessment of over 1,500 housing units. All work was conducted in accordance with EPA and HUD guidelines as part of the due diligence process for privatization of base housing. After privatization of base housing, GLE has provided asbestos inspections of over 500 units prior to demolition.

Jackson Memorial Hospital – Mr. Greene has served as Senior Environmental Engineer and Senior Geologist since 1990, for this ongoing environmental term contract. He has managed more than 200 separate projects dealing with indoor air quality, asbestos consulting, preparation of contamination assessment plans, performance of contamination assessment and risk assessment. As part of this program, GLE has trained over 200 maintenance and environmental services personnel. Mr. Greene has supervised IAQ investigations for various areas and facilities in the hospital and developed detailed recommendations for modifications or other remedial actions to improve the indoor air quality. During one investigation of the pharmacy, it was noted that hospital personnel were working with a number of cancer testing drugs that were carcinogenic if inhaled. Since these experimental drugs did not have TLVs or sampling/testing protocols, GLE developed a testing and analysis procedure for detection of low airborne concentrations of these chemicals.

Instruction

 University of Florida, Center for Training, Research and Education for Environmental Occupations (TREEO); Georgia Tech Research Center, Atlanta Georgia; and Technical Education Resources, Tampa Florida.

Affiliations

- Member of American Board of Industrial Hygiene
- Member of American Industrial Hygiene Association
- Memory of Environmental Information Association
- Member of National Society of Professional Engineers
- Member of Florida Engineering Society
- Member of National Council of Examiners for Engineering and Surveying





Paul Zak, CIH Project Manager

Introduction

Mr. Zak has been involved in the environmental consulting field since 1999 and has a working knowledge of projects and regulations involving industrial hygiene, safety, asbestos, lead, Industrial Air Quality (IAQ), mold, Phase I Environmental Site Assessments (ESAs), Underground Storage Tank (UST) removal and ground water monitoring. As the North Florida Operations Manager, his duties include business development, project bidding and proposals, project execution, report writing and senior review for the Gainesville, Jacksonville and Orlando offices. Mr. Zak currently manages eight term contracts related to industrial hygiene, environmental assessment, health and safety, asbestos and lead consulting and Indoor Air Quality.

He has extensive experience with a wide variety of public, private and industrial clients. Recent clients have included FEMA, State of Florida Department of Environmental Protection, Florida Department of Veteran Affairs, Alachua and Marion Counties, Citrus and Hernando County School Boards, Panhandle Area Educational Consortium, Lake City and Central Florida Community Colleges, University of Florida, Texas A&M, Shands Healthcare, Allstate, Nationwide and State Farm Insurance Companies, Balfour Beatty Construction, CST Environmental, General Growth Properties, Georgia Pacific, Hensel Phelps, LVI Environmental Services, M-D Building Products, Parsons/BellSouth, The Pantry, Tower Sealants and an extensive list of architectural, construction and engineering firms across the country.

Project Experience

Citrus County School District – Mr. Zak is currently the client manager for the term contract that GLE has held with Citrus County Schools since 1996. GLE has completed over 175 projects, ranging from asbestos and lead inspections and monitoring, UST removals/closures, initial source remediation, contamination assessments and remediation for petroleum products, IAQ consulting and radon measurement and mitigation. The total estimated cost of the term contract is over \$1,000,000.

Education

 B.S. Environmental & Forest Biology, State University of New York College of Environmental Science & Forestry at Syracuse, 1999

Registrations

- Certified Industrial Hygienist, #94396CP
- EPA Lead Model Risk Assessor, Florida No. FL-R-283-2
- EPA Lead Model Inspector
- RMD XRF Certification LPA-1
- SCITEC XRF Certification
- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Asbestos Facility Survey & Building Systems Inspector
- AHERA Management Planner
- AHERA Project Designer
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust
- OSHA 40-Hour HAZWOPPER 29 CFR 1910.120
- OSHA Respiratory Protection 29 CFR 1910.134

Affiliations

- Member of American Industrial Hygiene Association
- Member of American Society of Safety Engineers
- Diplomate of the Academy of Industrial Hygiene

Paul Zak, CIH Project Manager

University of Florida (UF) – Mr. Zak is currently the client manager of a term contract with UF. He has managed and conducted various asbestos and lead inspection and abatement activities, radon testing, industrial hygiene sampling, IAQ building commissioning and ESAs throughout the campus and extension offices throughout Florida. Under GLE's direction, more than 600 projects have been successfully completed for UF involving the abatement of approximately 100,000 SF of asbestos containing fireproofing and over 500,000 SF of asbestos containing floor tile. The estimated value of this on going term contract held by GLE since 1997 is over \$1,000,000.

Texas A&M University – Mr. Zak has provided Certified Industrial Hygiene services for Texas A&M. Services include the investigation and evaluation of over 200 types of confined spaces throughout the main campus. GLE also composed a site-specific confined space program and Mr. Zak conducted the training of over 80 staff on the new campus policy. He is also provided senior review on the revised campus wide health and safety plan. GLE has provided nearly \$40,000 in services to Texas A&M.

Florida Department of Transportation (FDOT), District V - Mr. Zak is currently the client manager for a term contract with the FDOT that GLE has held since 2002. He has managed and conducted asbestos inspections and asbestos abatement project monitoring for more than 75 Right-of-Way projects for the District.

Department of Veteran Affairs – Mr. Zak routinely manages and performs a wide range of building science services, including IAQ, asbestos inspections, air monitoring and project management for various Department of Veteran Affairs facility renovation projects.

NASA/Kennedy Space Center – Mr. Zak has provided senior technical industrial hygiene services for a contract GLE was awarded in 2007 with LVI environmental services, for the renovations at the Operations and Checkout Facility at the Kennedy Space Center. GLE has provided over \$60,000 in third party industrial hygiene services to LVI in support of this project. GLE was also awarded a time and materials contract with Hensel Phelps to provide industrial hygiene and environmental consulting services for the various trades performing the renovations of this historic facility. GLE has provided over \$25,000 in services to Hensel Phelps in support of this project.

Shands HealthCare – Mr. Zak routinely manages and performs various services, including asbestos inspections, air monitoring and project management of various Shands HealthCare

Paul Zak, CIH Project Manager

facility renovation projects. Recently, he has managed and conducted an asbestos survey of the 12story former University Hotel in Gainesville.

Georgia Pacific – Mr. Zak is the Client Manager for this five-year term contract GLE was awarded by Georgia Pacific in 2007. Services provided include lead surveys, mold investigations and an asbestos survey of the Palatka Mill, involving the collection and analysis of over 3,500 samples. Each sample was individually labeled then color coded bands were applied to the material to assist with the demarcation of asbestos throughout the facility. GLE has provided over \$400,000 in services to Georgia Pacific since 2007.

M-D Building Products – Mr. Zak managed and performed industrial hygiene work at five facilities comprised of approximately two million SF of manufacturing area and 250 employees. Assessments included OSHA compliance for employee exposure sampling for noise, chemicals, job safety analysis and confined space. In addition, Mr. Zak performed octave band analysis on various machinery to determine proper noise engineering controls. *The resulting noise evaluation report is currently being utilized by OSHA Region VI as a best management practice.*

General Growth Properties, Inc. – Mr. Zak has provided asbestos inspection and monitoring services for over 100 individual surveys of General Growth Properties' retail mall facilities located throughout Florida.

Allstate/State Farm/Nationwide/Tower Hill/Allstate Insurance – Mr. Zak has managed and performed preliminary mold investigations and post mold remediation confirmation testing for private residences, as well as industrial and commercial facilities for these insurance companies.

Parsons/Bellsouth – Mr. Zak has managed various asbestos and lead inspections, mold investigations, IAQ testing and hazardous material identification at several Air Force bases and Bell South facilities throughout Florida.

General Electric – Mr. Zak managed and oversaw the dismantling, cleaning and removal of hazardous material manufacturing tanks at the scalants and adhesives at the General Electric facility in New Smyrna Beach, Florida.



Introduction

Mr. Collins has 12 years of experience in planning and managing complex industrial hygiene and environmental projects and investigations. As a Certified Industrial Hygienist, Mr. Collins has conducted and directed assessments and sampling for a wide range of air contaminants. Mr. Collins has conducted a variety of OSHA-related activities, including noise surveys, hearing threshold shift counseling, respiratory fit testing, general and local ventilation assessments, area and personal air monitoring and confined space entry permit testing. In addition, Mr. Collins served for more than five years as the Lab Manager of a NVLAP accredited asbestos lab. Specially trained in mold assessment and remediation in buildings, Mr. Collins provides recommendations and remediation designs for the cleanup and removal of contaminants, including post remediation sampling.

Mr. Collins has managed numerous water quality studies, environmental contamination assessments, and hazardous material assessments involving organic vapor monitoring and soil sampling for a wide range of chemical contaminants. As an EPA AHERA accredited asbestos inspector, management planner and project designer, Mr. Collins has conducted a multitude of asbestos surveys and developed management plans, and designed technical specifications for large and small-scale asbestos removal projects.

Mr. Collins currently serves two primary roles within GLE. His primary function is the corporate role of Principal CIH, providing senior technical support for IH, Indoor Air Quality, training programs and safety related projects to all offices. Most recently, Mr. Collins developed the revised corporate Health and Safety Plan, developed the corporate Quality Assurance Manual, and has developed two California approved asbestos training courses. Mr. Collins' secondary responsibility is the overall administration of the Nashville, Tennessee branch of GLE. Mr. Collins is responsible for day-to-day operations, project management, business development, and employee development.

Education

B.S., Industrial Hygiene and General Chemistry, University of North Alabama, 1995

Registrations

- Certified Industrial Hygienist, Comprehensive Practice, ABIH, No. 8476, since 2003
- Certified Indoor Environmental Consultant, American IAQ Council, No. 0800714, since 2007

Certifications

- EPA Accredited AHERA Inspector, since 1997
- EPA Accredited AHERA Management Planner, since 1997
- EPA Accredited AHERA Project Designer, since 1998
- OSHA 10-hour Training Course, A Guide to Voluntary Compliance, 1994
- OSHA 30-hour Training Course, General Industry Safety and Health, 2007
- 40-hour HAZWOPER, 2007
- National Center for Construction Education and Research, Construction Site Safety Orientation, 2001
- TREEO Respiratory Protection Course (2007)
- American Industrial Hygiene Association Leadership Conference Attendee (2008)

Project Experience

M-D Building Products – Mr. Collins developed and directed an industrial hygiene air sampling and occupational noise assessment for a national client within their Oklahoma and Georgia manufacturing facilities. The industrial hygiene air sampling included the collection of 192 industrial hygiene air samples. These air samples were collected from representative personnel and areas identified as having the potential for exposure to airborne contaminants at or above established OSHA PEL's for the following contaminants:

1	Inorganic Acids	\checkmark	Vinyl Chloride	1	Aluminum
✓	Sodium Hydroxide	1	Respirable Dust	\checkmark	Oil Mist
~	Metal Working Fluid	\checkmark	Ozone	~	Titanium Dioxide
✓	Vinyl Chloride	1	Aluminum	✓	Diesel Particulate Matter
✓	Carbon Black	1	Copper Dust	✓	Total Dust
✓	Hexavalent Chromium	1	Formaldehyde	~	1,3,5-Triglycidal Isocyanurate
✓	Ammonia	\checkmark	Ethylene Glycol	1	Stoddard Solvent

The noise evaluation consisted of area noise monitoring utilizing SPL meters, area noise monitoring utilizing noise dosimeters, and personal noise monitoring utilizing noise dosimeters pursuant to OSHA regulatory requirements. GLE established a noise exposure contour map for each facility utilizing approximately 1,300 distinct SPL measurements. The measurements were then utilized to establish CAD-based facility drawings demarcating noise contour lines and a graphic representation of Hearing Conservation Program boundaries within the facilities.

The results of the area and personal dosimetry were utilized to identify personnel and work areas for inclusion into the Hearing Conservation Program. Furthermore, GLE conducted a follow-up octave band analyses assessment of machinery in the facilities identified as producing elevated noise levels. The octave band analyses were used to evaluate the separate frequencies of noise being produced by the machines in order to recommend options towards increasing the effectiveness of various forms of engineering controls to reduce noise levels.

Mr. Collins has also been directing the performance of job safety analyses and confined space evaluations throughout the Georgia manufacturing facility. The job safety analyses

Membership

- American Board of Industrial Hygiene
- American Industrial Hygiene Association – National Member
- American Industrial Hygiene Association Middle Tennessee Local Section President (2009); President-elect (2008); Treasurer (2007)
- Indoor Air Quality Association – National Member

consisted of a client-escorted comprehensive facility walkthrough and review of existing operations, procedures and employee functions in an effort to identify tasks that have recognizable associated hazards. Special emphasis was placed on the identification and documentation of observed hazards within the workplace, including the review of client provided incident reports, accident investigations and safety audits associated with the identified tasks. The confined space evaluations consisted of a client-escorted comprehensive facility walkthrough and review of existing operations to determine the presence of OSHA regulated confined spaces. The evaluation determined the presence of 67 confined spaces.

M-D Products was contacted by OSHA after completion of these IH compliance activities and requested the use of GLE's procedures and reporting as examples of "best industry practice."

Confidential National Retailer - Mr. Collins currently performs Industrial Hygiene support services throughout the southeast region of the United States. He has performed and directed numerous Asbestos surveys and condition assessments in support of the Client's asbestos management program.

Nashville International Airport – Mr. Collins conducted complex Indoor Air Quality study associated with the Community Affairs Office. Sample parameters included basic on-site occupant comfort measurements, evaluation of fibrous glass particulate, microbiological organisms, and volatile organic compounds.

University of Florida – Mr. Collins serves as project Certified Industrial Hygienist for indefinite term contract for Indoor Air Quality and industrial hygiene services. Services have included numerous projects, such as establishing baseline Indoor Air Quality data, industrial hygiene evaluations, conducting permit-required confined space entry procedures, directing the State of Florida DLES asbestos, lead and radon surveys and designing asbestos abatement work plans.

Mr. Collins has performed building commissioning assessments as a quality assurance program intended to demonstrate that the buildings are constructed well and performed as designed. Building commissioning assessments typically include assessment of a new facility one month prior to occupancy, one month post occupancy and one month prior to the contractor's one year warranty expiration. These assessments included sampling for volatile organic compounds, formaldehyde, total and respirable dusts, radon, temperature, carbon dioxide and relative humidity.

School Board of Broward County – Mr. Collins serves as one of GLE's project Certified Industrial Hygienist for the term environmental consultant contract for the School Board of Broward County, Florida. Included in the scope of this contract are asbestos, lead, mold and related Indoor Air Quality consulting services and remedial actions. Under this contract, Mr. Collins has completed projects, including asbestos inspection for AHERA compliance, asbestos abatement, industrial hygiene consulting, building envelope assessments, HVAC assessments, lead paint inspection, contamination assessments remedial design, remedial actions and emergency response.

Mr. Collins has provided senior technical support for numerous Indoor Air Quality investigations which have included sampling for mold, bacteria, volatile organic compounds, formaldehyde, carbon dioxide, relative humidity, temperature and respirable particulates.

Duval County School Board – Mr. Collins provided task management support for a countywide comprehensive services contract throughout the Duval County School District (160 facilities). He conducted numerous Indoor Air Quality investigations; responded to occupant complaints; conducted HVAC inspections, air, water and soil sampling, tank closures, database development, emergency response to spills and microbiological sampling prepared reports, regulatory record keeping and presentation of findings to school groups. GLE provided emergency response services associated with water intrusions district-wide after the hurricanes of 2004, providing timely condition inspections, thorough analysis and cost-effective and appropriate recommendations.

Citrus County Schools – Mr. Collins serves as Principal Certified Industrial Hygienist for GLE's Citrus County School District's environmental consultant contract. GLE has completed over 200 projects, including asbestos program management, lead-based paint inspections, UST system design/removal/closures, Phase I Environmental Site Assessments, contamination assessment and remediation for petroleum products, Indoor Air Quality consulting and radon measurement and mitigation services.

As environmental consultant to the District, Mr. Collins has been responsible for the evaluation and design of cost effective solutions for a wide variety indoor air contaminants. GLE has provided numerous Indoor Air Quality investigations which have included sampling for mold, bacteria, volatile organic compounds, formaldehyde, carbon dioxide, relative humidity, temperature and respirable particulates. In addition, GLE has assisted the District by providing inhouse Architecture/Engineering expertise with regards issues moisture intrusion issues and potential issues involving the HVAC systems.



Introduction

Mr. Elliott has gained a wide ranging background of experiences in the facilities and environmental consulting field over the past 15 years. As Director of North Florida Operations, he is responsible for ensuring projects are undertaken on time and within budget. He currently manages four term contracts related to Building Sciences and Site Environmental Assessment and Remediation Services. Mr. Elliott conducts and directly supervised a diverse variety of facilities and environmental projects including environmental due diligence, contamination assessments, environmental engineering, remediation design, turnkey remediation and construction, facility surveys and inspections, operations and maintenance plans, risk management/hazard assessment, training, abatement design and project management, LEED consulting, cause and origin investigations, wind and water loss evaluations, industrial hygiene and OSHA compliance. Mr. Elliott has managed the North Florida Operations nine years.

Project Experience

Citrus County School District – Mr. Elliott provides contract administrator and is client manager for this full-services asbestos/lead/Indoor Air Quality/ environmental consulting term contract serving more than 20 facilities. Mr. Elliott has successfully managed the district-wide UST upgrade project that involved specification preparation, UST removal/closure, AST installation and dispenser upgrades at eight locations. He has developed and implemented programs for asbestos abatement, lead inspections, radon surveys and Indoor Air Quality and performed site assessment/source removal activities for a site contaminated with lead bullets. He has also managed the three-year asbestos reinspections and six-month asbestos surveillance updates for over nine years.

Volusia County School District – Mr. Elliott is contract administrator for asbestos/lead/Indoor Air Quality consulting services for the Volusia County School District. He has managed large-scale asbestos abatement projects that have occurred during the 2004 and 2005 summer breaks. He has developed asbestos abatement plans and managed numerous asbestos surveys and emergency responses.

Education

 B.S. Civil Engineering, Florida State University, 1993

Registrations

- Professional Engineer/FL56170
- Florida Licensed Asbestos Consultant/AX 0000051
- Certified Indoor Air Quality Professional (CIAQP)
- LEED Accredited Professional 2009
- AHERA Asbestos Project Designer
- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Asbestos Inspector
- AHERA Asbestos Management Planner
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust
- OSHA 40-Hour Hazardous Waste Operations & Emergency Response (HAZWOPER)
- OSHA Respiratory Protection Training
- RMD's LPA-1 Lead Paint Inspection System
- Lead Testing & Hazard Evaluation, XRF

Continuing Education

- University of Florida TREEO: Hands-On Petroleum Contamination Cleanup Course
- Florida Department of Environmental Protection: Storage Tank Management
- National Center for Construction Education & Research: Construction Site Safety Orientation

Duval County School District – Mr. Elliott provided contract administrator/client management for asbestos consulting services for the district, which included more than 150 facilities, covering over 14 million SF. Responsibilities included the coordination of more than 300 asbestos abatement projects since February 2000. Mr. Elliott has managed the past two rounds of three-year asbestos reinspections and has assisted the district with the bidding of two asbestos abatement contracts. He has managed the development of the current asbestos material database, which allows the district to access real-time data through an extranet system. Over the past five years, he also has overseen numerous emergency responses as needed.

University of Florida – Mr. Elliott serves as contract administrator for GLE's continuing environmental services term contract with the University of Florida. He has successfully performed projects, involving asbestos and lead-based paint inspections and abatement, demolition design and construction administration, Indoor Air Quality assessments, underground storage tank removal and closure for the University of Florida. Several recent projects have included the asbestos abatement of significant quantities of fireproofing within the occupied University Health Center. In addition, Mr. Elliott recently completed the design and construction management for the asbestos and hazardous materials abatement and subsequent demolition of the former four-story, 150,000 SF Hume Hall Dormitory, located on the Gainesville Campus. Tasks included assessing facilities with asbestos-containing materials/lead-based paint, determining potential impact during construction activities, performing project design and facility surveys, obtaining and evaluating contractor bids and qualifications and compiling data during projects for permanent documentation.

Naval Facilities Engineering Command Southeast (NAVFAC SE) – GLE recently completed work on a contract for the NAVFAC SE involving lead-based paint inspections and risk assessments at 13 Naval Facilities within Florida, Illinois, Indiana, Mississippi South Carolina, Tennessee and Texas. Mr. Elliott provided senior management support for approximately 1,500 housing units that were randomly picked for inspection and assessment, with reports documenting the results of the fieldwork for more than 70 individual neighborhoods associated with these bases. All work was conducted in accordance with EPA and HUD guidelines as part of the due diligence process for privatization of base housing.

Recently, a private management company has acquired all units within the Southeast Region, with the intentions of demolition and redevelopment of military housing communities. Due to the planned demolition, asbestos surveys will be required for each facility. GLE was awarded these surveys due to their superior work on the previous contract, the estimated worth of this contract is \$1,200,000.

Fort Jackson Army Base – GLE was awarded a contract with Balfour Beatty Communities to perform the demolition asbestos surveys and hazardous material testing for 912 housing units over a three year construction period. GLE was subsequently awarded a contract with Balfour Beatty Construction Company to provide third party abatement-monitoring services associated with the remediation and demolition of the housing units.

OGLE

NASA/Kennedy Space Center – Mr. Elliott manages this industrial hygiene services contract awarded to GLE in 2007 with LVI Environmental Services for the renovations at the Operations and Checkout Facility at the Kennedy Space Center. Following our work with LVI, GLE was awarded a time and materials contract with Hensel Phelps Construction Company to provide on-going industrial hygiene services for the various trades involved with the project. GLE was also awarded a time and materials contract with Hensel Phelps to provide industrial hygiene and environmental consulting services for the various trades that are performing the renovations of this historic facility. GLE has provided over \$150,000 in services to Hensel Phelps in support of this project.

Florida Department of Transportation (FDOT) District V – Mr. Elliott has served as project director for GLE's term asbestos consulting services contract held since 2000 with the FDOT District V, which encompasses Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties . GLE has managed asbestos surveys and abatement activities for more than 300 individual parcels for the district.

Florida Department of Transportation (FDOT) District II – Mr. Elliott has served as project director for GLE's term asbetsos consulting services contract with FDOT District II since 2008. The district encompasses Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union counties. GLE's services include routine asbestos survey, abatement design and construction administration for right-of-way demolition projects for the district.

Shands Jacksonville – Mr. Elliott serves as contract administrator/client manager for a continuing industrial hygiene and environmental services contract with Shands Jacksonville since 2001, which has involved the successful completion of more than 400 projects. Services provided have included asbestos/lead abatement surveys, design and construction administration, as well as Phase I/II Environmental Site Assessments (ESAs), water quality studies, industrial hygiene, confined space permit entry and environmental consulting services.

Baptist HealthCare – Mr. Elliott serves as project director for continuing industrial hygiene and environmental services contract with Baptist HealthCare since 2008, which has involved the comprehensive survey and construction administration for the abatement and demolition of a five-story wing at the Baptist Downtown hospital.

St. Vincent's HealthCare – Mr. Elliott serves as project director for a continuing industrial hygiene and environmental services contract with St. Vincent's HealthCare since 2008. GLE provides asbestos surveys, asbestos abatement design and construction administration during abatement activities for the Hospital.

Georgia Pacific – Mr. Elliott serves as project director for GLE's term environmental consulting services contract with Georgia Pacific. GLE has recently completed a mill-wide asbestos survey at the Palatka, Florida Mill, involving the collection and analysis of

more than 3,000 bulk samples for the facility. GLE is also providing continuing emergency response services to the Mill for industrial hygiene, asbestos, lead-paint and environmental issues.

JEA – Mr. Elliott serves as project director for GLE's term industrial hygiene and safety consulting services contract with JEA, the eighth largest community owned utility in the nation. GLE has provided a wide range of industrial hygiene and safety consulting services to JEA including emergency response for asbestos, lead and mold remediation projects. GLE has completed comprehensive asbestos and lead-based paint surveys for 18 wastewater treatment plants. GLE has also performed a comprehensive asbestos survey for the Unit 1 Boiler at JEA's Northside Generating Station; originally commissioned circa 1950. In addition, GLE has recently prepared specifications for asbestos and lead abatement associated with the decommissioning of the fossil fuel Boiler.

General Growth Properties, Inc. – Mr. Elliott serves as contract administrator/client manager for this full service environmental consulting services term contract serving the second largest regional mall Real Estate Investment Trust (REIT) in the United States, General Growth Properties, Inc. He has successfully managed more than 300 projects with scope of work involving Phase I and Phase II Environmental Site Assessments, hazardous materials surveys, underground storage tank (UST), hydraulic lift removal and impact assessments, asbestos surveys, smoke infiltration assessments, third- party facility decommissioning oversight, Indoor Air Quality/mold assessments including emergency hurricane response activities and regulatory liason duties.

Yum! Brands Inc. – Mr. Elliott serves as contract administrator/client manager for the performance of more than 50 Phase II Environmental Site Assessments/Level II Geotechnical Site Investigations for future restaurant sites located in Alabama, Florida, and Georgia. Each project involved the performance of Phase II soil and groundwater screening for targeted contaminants and Level II Geotechnical Site Investigations for the purposes of providing preliminary geotechnical design for the support of site structures.

Parsons/AT&T – Mr. Elliott serves as project director for GLE's asbestos, lead and Indoor Air Quality contract with Parsons management of AT&T Facilities throughout the state of Florida. Responsibilities included the overall management of asbestos, lead-containing paint and mold projects within AT&T facilities.

Bank Banking & Trust of North Carolina (BB&T) – Mr. Elliott serves as Project engineer for numerous Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, as well as comprehensive contamination assessments for BB&T.



Roy Gray Environmental Scientist

Introduction

Mr. Gray has been involved in environmental remediation, consulting, contracting and general construction industry since 1987. He has extensive experience with asbestos project monitoring activities to ensure work practices are performed safely and within OSHA and EPA regulations. He has served as project manager on projects with costs exceeding \$10 million. Mr. Gray has extensive experience with a wide variety of public and private clients. Recent clients have included the Malcolm Randall Veterans Affairs Medical Center, Shands HealthCare and the University of Florida. Over the past three years, Mr. Gray has served as the primary project monitor for several large asbestos abatement projects involving the removal of asbestos-containing spray-applied fireproofing from occupied educational and healthcare facilities.

Project Experience

NASA/Kennedy Space Center – Mr. Gray has significantly contributed to this contract GLE was awarded in 2007 with LVI Environmental Services, for the renovations at the Operations and Checkout Facility at the Kennedy Space Center. GLE has provided over \$60,000 in third party Industrial Hygiene Services to LVI in support of this project. GLE was also awarded a time and materials contract with Hensel Phelps to provide Industrial Hygiene and Environmental Consulting Services for the various trades performing the renovations of this historic facility. GLE has provided over \$25,000 in services to Hensel Phelps in support of this project.

University of Florida – Mr. Gray has served as asbestos project monitor for over 75 asbestos abatement projects at the University of Florida. As the Owner's on-site representative during asbestos abatement projects, he performs inspections of the engineering controls to minimize the potential for contamination of non-work areas and to ensure the safety of the workers and building occupants. He also provides air monitoring and Phase Contrast Microscopy (PCM) analysis during asbestos abatement activities to document conditions as the work is progressing and provides final clearance air sampling.

Registrations

- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Asbestos Facility Survey & Building Systems Inspector
- AHERA Asbestos Management Planner
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust
- OSHA 40-hour HAZWOPER
- EPA Lead Inspector/Risk Assessor
- 8-Hour EPA Hazardous Waste Site Supervisor Training
- Florida Class "C" Wastewater Operator
- Asbestos Air Monitoring Technician – Texas

Roy Gray Environmental Scientist

Alachua County School District – Mr. Gray has served as the project monitor for numerous asbestos abatement projects for the Alachua County School District. He has also provided air monitoring and supervision for projects at Kirby Smith Elementary, J.J. Finely Elementary, Metcalf Elementary School, Buchholz High School and Santa Fe High School.

Citrus County School District – Mr. Gray has served as asbestos project monitor for over a twelve asbestos abatement projects on behalf of the Citrus County School District. He has also provided inspection services as part of numerous three-year asbestos reinspections and six-month asbestos surveillances.

Florida Department of Transportation (FDOT), District V – Mr. Gray conducts project oversight in the remediation of several demolition sites for the FDOT. Acting as the primary airmonitor on-site, he and insures that all engineering controls are inspected so no contamination of non-work areas will occur; thus insuring the safety of workers and residents in surrounding areas. Mr. Gray was also responsible for keeping the Owner's representative, WRS-Compass, informed of all activities on-site. Mr. Gray insures the initial survey of each site is correct and identifies and tests any new possible asbestos-containing materials found.

Malcolm Randall VA Medical Center – Mr. Gray has served as asbestos project monitor for over 25 asbestos abatement projects at the VA Medical Center. As the Owner's on-site representative during asbestos abatement projects, he performs inspections of the engineering controls to minimize the potential for contamination of non-work areas and to ensure the safety of the workers and building occupants. He also provides air monitoring and Phase Contrast Microscopy (PCM) analysis during asbestos abatement activities to document conditions as the work is progressing and provides final clearance air sampling upon completion of the abatement activities.

Shands HealthCare – Mr. Gray was responsible for project management, including area and personnel air monitoring for multiple large asbestos abatement projects requiring regulated areas adjacent to occupants at Shands. He has also provided construction design and surveillance during asbestos abatement and performed several Indoor Air Quality assessments.



Michael D. Harrell Environmental Scientist

Introduction

Mr. Harrell has been involved in the environmental consulting field since 2006. He has a working knowledge of regulations and projects involving industrial hygiene, asbestos, lead-based paint, industrial air quality, mold, and ground water monitoring. His duties include project bidding and proposals, project design, project execution, report writing and review, invoicing and follow-up contact. He has extensive experience with a variety of public, private and industrial clients. Recent clients have included the Agency for Workforce Innovation, BellSouth, Capital Preferred Management Agency (Insurance), City of Gainesville, Department of Veteran Affairs, Gainesville Regional Utilities, General Growth Properties, Georgia Pacific, Florida Department of Environmental Protection, M-D Building Products, Merridian HealthCare, Shands HealthCare, Tower Sealants, University of Florida; Alachua, Citrus, Hernando and Suwannee County School Boards; and Alachua, Marion and Orange Counties; as well as a variety of property management, architectural, construction and engineering firms throughout the country.

Project Experience

University of Florida – Mr. Harrell manages various asbestos and lead inspection and abatement activities at UF. His duties include inspections, asbestos abatement design, on-site project monitoring, including air sampling by Phase Contrast Microscopy, and acting as client liaison to faculty, staff, and regulatory agencies. He has completed an asbestos survey, abatement and creation of an Operation and Management Plan of asbestos containing materials for the University Chiller Plant Number Two and was also project manager for environmental surveys and abatements for the renovations of Ben Hill Griffin Stadium and the renovations of the Communicore Building at the Health Science Center, associated with the development of the Biosafety Level Three (BSL-3) research facility. Mr. Harrell has also managed surveys and abatements associated with the installation of a new emergency power system for the Health Science Center and is the Housing Office's primary contact for all asbestos, lead and hazardous materials surveys and abatements.

Education

 B.S. Chemical Engineering, University of Florida, 2006

Registrations

- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Asbestos Facility Survey & Building Systems Inspector – Florida and South Carolina
- EPA Lead Inspector
- EPA Lead Model Risk Assessor
- EPA Lead Model Inspector
- RMD XRF Certification LPA-1
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust
- Asbestos Air Sampler South Carolina

Michael D. Harrell Environmental Scientist

Citrus County School District – Mr. Harrell routinely manages and performs services including asbestos inspection and monitoring, Indoor Air Quality investigations and lead-based paint inspections for various Citrus County Schools. He has also performed groundwater sampling and testing for the Florida Department of Environmental Protection monitoring wells.

Hernando County School District – Mr. Harrell routinely manages and performs services including asbestos inspection and monitoring and lead-based paint inspections for various Hernando County Schools.

Alachua County School District – Mr. Harrell routinely manages and performs services including asbestos inspection and monitoring for various Alachua County Schools.

Suwannee County School District – Mr. Harrell routinely manages and performs services including asbestos inspection and monitoring for various Suwannee County Schools.

City of Gainesville – Mr. Harrell routinely manages and performs services including asbestos inspection and monitoring and lead-based paint inspections for the City of Gainesville. Recent projects include asbestos inspections associated with the new Gainesville Police Department Administrative Building and asbestos and lead-based paint inspections associated with the Sunshine Inn renovation project.

Orange County Risk Management – Mr. Harrell has provided asbestos inspections and asbestos abatement project monitoring for numerous Orange County projects.

State of South Carolina – Mr. Harrell assisted in the development and data collection for revised state guidelines regarding the treatment of asbestos-containing joint compound associated with drywall.

Department of Veteran Affairs – Mr. Harrell routinely manages and performs a wide range of building science services, including Indoor Air Quality, asbestos inspections, air monitoring and project management of various facility renovation projects for the Department of Veteran Affairs.

Florida Department of Transportation, Districts II and V – Mr. Harrell has provided asbestos inspections and asbestos abatement project monitoring for District II and V Right-of-Way projects.

Shands HealthCare – Mr. Harrell routinely manages and performs various services, including asbestos inspections, air monitoring and project management of various Shands facility renovation projects. In addition, he has managed and conducted an asbestos survey of the 12-story Shands Teaching Hospital.

Michael D. Harrell Environmental Scientist

Georgia Pacific – Mr. Harrell assisted in management of a full asbestos survey of all materials and a full inspection of all paints for the presence of lead at the Georgia Pacific Palatka Paper Mill in Florida and Georgia Pacific Prosperity Saw Mill in South Carolina.

M-D Building Products – Mr. Harrell analyzed industrial hygiene work at five facilities comprised of approximately 2,000,000 SF of manufacturing area and 250 employees. Assessments included OSHA compliance for employee exposure sampling for noise, chemicals, job safety analysis and confined space. He also performed analysis of results for octave band analysis on various machinery to determine proper noise engineering controls, the resulting noise evaluation report is currently being utilized by OSHA Region VI as a best management practice.

General Growth Properties, Inc. – Mr. Harrell has provided asbestos inspection and monitoring services for more than 20 individual surveys at GGP's retail mall facilities located throughout Florida.

Capital Preferred – Mr. Harrell has managed and performed preliminary mold investigations for private residences.

Bell South – Mr. Harrell has managed various asbestos and lead inspections, Indoor Air Quality testing and hazardous material identification at Bell South facilities in Gainesville, Florida.

Agency for Workforce Innovation – Mr. Harrell has managed various Indoor Air Quality testing and preliminary mold investigations at the Agency for Workforce Innovation Caldwell Building in Tallahassee, Florida.



Michael Wohlwend Environmental Scientist

Introduction

Mr. Wohlwend has been involved in environmental remediation/consulting/ contracting and general construction industry since 2006. He has extensive experience with asbestos project monitoring activities to ensure work practices are performed safely and within OSHA and EPA regulations. He has served as the project manager on projects with costs of more than one million dollars. Mr. Wohlwend has extensive experience with a wide variety of public and private clients. Recent clients have included the University of Florida, Veterans Affairs Medical Center, Shands HealthCare and Georgia Pacific. Over the past two years, Mr. Wohlwend has served as the primary project monitor for several large asbestos abatement projects involving the removal of asbestos-containing sprayapplied fireproofing from occupied educational and healthcare facilities

Project Experience

University of Florida – Mr. Wohlwend has served as asbestos project monitor for over 100 asbestos abatement projects at the University of Florida. As the Owner's on-site representative during asbestos abatement projects, he performs inspections of engineering controls to minimize the potential for contamination in non-work areas and to ensure the safety of workers and building occupants. He also provides air monitoring and Phase Contrast Microscopy (PCM) analysis during asbestos abatement activities to document conditions as the work is progressing and provides final clearance air sampling.

Citrus County School District – Mr. Wohlwend has served as asbestos project monitor for over 12 asbestos abatement projects on behalf of the Citrus County School District. He has also provided inspection services as part of numerous three-year asbestos reinspections and six-month asbestos surveillances.

Registrations

- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Asbestos Facility Survey & Building Systems Inspector
- NIOSH 582, Sampling & Evaluating Airborne Asbestos Dust

Michael Wohlwend Environmental Scientist

Veterans Affairs Medical Center – Mr. Wohlwend has served as asbestos project monitor for over 20 asbestos abatement projects at the VA Medical Center. As the Owner's on-site representative during asbestos abatement projects, he performs inspections of the engineering controls to minimize the potential for contamination of non-work areas and to ensure the safety of the workers and building occupants. He also provides air monitoring and Phase Contrast Microscopy (PCM) analysis during asbestos abatement activities to document conditions as the work is progressing and provides final clearance air sampling upon completion of the abatement activities.

Georgia-Pacific Palatka Mill – Mr. Wohlwend led the initial surveys of Recovery Boiler No. 4 at the Georgia-Pacific Palatka Mill, a five-year \$320,000 project. Mr. Wohlwend later returned to the mill in order to identify and tag all samples taken throughout the recovery boiler building. Responsibilities have included recording the location of samples on an x,y,z-plane, patching sample sites and checking the accuracy of other surveyor's work, locating samples sites, marking sites according the lab results and going over all data to insure no sites were missed.

GLE



Michael Boyco Environmental Scientist

Introduction

Mr. Michael Boyco is currently a student at the University of Florida pursuing a degree in Chemical Engineering. He has been in environmental remediation field for over a year and works primarily as an asbestos remediation project airmonitoring technician. He has also assisted and has experience in lead-based paint sampling, radon sampling and asbestos surveys. Having worked in a wide range of environments for various clients, Mr. Boyco has long-term goals of becoming a project manager and expanding his experience and certifications to other aspects of environmental renovations and remediation.

Project Experience

University of Florida (UF) – Mr. Boyco has worked on several large-scale renovation projects at UF's campus in Gainesville and various facilities throughout the state. This includes several renovations at dormitories, Ben Hill Griffin Stadium and UF's Institute of Food and Agricultural Sciences and Physical Plant Division facilities.

Shands HealthCare at the University of Florida – Mr. Boyco has served as the primary air-monitoring technician for the renovation of Chiller Water Plant Number Two, which was responsible for providing all water to Shands at UF. Mr. Boyco also served as one of the primary air monitors during the Communicore project, involving the renovations of several offices and surgery suites at Shands. As the Owner's on-site representative, Mr. Boyco's responsibilities have included inspection of engineering controls, to prevent contamination of non-work areas and ensure the safety of workers and building occupants. In addition, he provides air monitoring and Phase Contrast Microscopy analysis of air samples and final clearance air sampling upon completion of abatement activities.

Department of Veteran Affairs – Mr. Boyco has worked on several projects at the Malcolm Randall VA Medical Center. As the Owner's on-site representative at the VA, he has helped supervise the many projects. Responsibilities have

Education

 Currently pursuing B.S. Chemical Engineering, University of Florida

Registrations

- AHERA Asbestos Abatement Contractor/Supervisor
- NIOSH 582: Sampling & Evaluating Airborne Asbestos Dust

Michael Boyco Environmental Scientist

included air monitoring and PCM analysis to document the progression of work and inspections of engineering controls, thus insuring no contamination of nonwork areas and the safety of patients, medical staff and workers. Mr. Boyco has also been responsible for the timely delivery of Transmission Electron Microscopy (TEM) samples to laboratories in North Carolina and Orlando.

Florida Department of Transportation, District V – Mr. Boyco assisted in the remediation of several demolition sites for the FDOT, acting as the primary air monitoring technician on-site and insuring that all engineering controls were inspected so that no contamination of non-work areas would occur, thus insuring the safety of workers and residents in surrounding areas. Mr. Boyco was responsible for keeping the Owner's representative, WRS-Compass, informed of all activities on-site. Mr. Boyco was also responsible for insuring the initial survey of each site was correct and identifying and testing any possible asbestos containing materials found.

Greater Orlando Airport Authority – Mr. Boyco has assisted with the \$90 million renovation of Airside One for the Orlando International Airport. Working with CST Environmental and Hensel-Phelps, Mr. Boyco's responsibilities have included inspecting engineering controls to ensure that non-work areas were not contaminated and insuring the safety of travelers and various subcontractors by providing personnel air monitoring and final clearance air monitoring upon completion of abatement activities.

Georgia-Pacific Palatka Mill – Mr. Boyco assisted in the initial surveys of Recovery Boiler No. 4 at the Georgia-Pacific Palatka Mill, a \$320,000, five-year project. Mr. Boyco identified and tagged all the samples taken throughout the recovery boiler building. Responsibilities have included recording the location of samples on an x,y,z-plane, patching sample sites and checking the accuracy of other surveyor's work, locating samples sites, marking sites according the lab results and going over all data to insure no sites were missed.

Qualifications -Experience

Project Management:

GLE has a flat organizational structure that enables us to consistently meet the needs of each client's planned projects and respond quickly to any emergencies. We also dedicate senior consultants to be responsible for quality assurance/quality control (QA/QC). For this proposed contract we have assigned QA/QC director Michael Collins, CIH, CIEC. This will eliminate delays with report review and ensure that any urgent matters will have a senior level professional readily available. Please find a detailed description below of the methodologies GLE utilizes on all projects to ensure consistent and efficient results.

Cost Control

The key to managing multi-task projects is cost control interrelated with schedule control. GLE utilizes the BST MIS system to develop and track costs. Budgets for each task and sub-task are entered into the system. Work can be charged under a pre-determined lump-sum fee or cost-plus arrangement with backup. For each task, man hours for each job classification and materials and equipment costs are established.

Costs are updated on a weekly basis, and job cost reports are distributed to the project manager as well as each task manager. The project manager also can review the project status on line. In order to ensure that budgets are not exceeded at the lowest level, the BST program will not allow an increase in time or cost in any task above the preestablished budget without the project manager's approval. At the weekly progress meetings, both budgets and schedules are reviewed with each task manager to ensure that both are met or to rapidly correct any problems that could affect the project.

Schedule Control

GLE recognizes the importance of close communication with Seminole County personnel and our own team members regarding the project budget, schedule and status. All GLE offices are networked and utilize e-mail. All personnel have individual PCs, including field managers, who utilize portables and dial-up networking. As applicable, GLE proposes to set up an extranet where project information can be viewed by the entire team, including Seminole County. GLE has developed databases to help multi-site owners manage their environmental issues. We currently utilize Microsoft Access and/or Excel for data management. Our Access database currently is being utilized by four government agencies with over 400 separate sites.

GLE aggressively manages the schedule of projects for completion on or ahead of schedule. For environmental transaction audits, we typically complete projects within 7 to 10 days of authorization—well ahead of industry averages. Our internal procedures and solid subcontractor relationships allow us to priority schedule our projects for completion ahead of schedule. All of our environmental projects have been completed on or ahead of the outlined schedule proposed to our client. In the event of any deviations (e.g. additional scope, access denial) in a project schedule, we promptly communicate with our client.

Project overloads will be handled in a projectspecific manner. GLE can complete work outside of normal business hours to ensure that tasks are completed accurately and on time.



Qualifications -Experience

With 70% of our work from public agencies, GLE understands the time constraints under which public agencies operate. We have learned that there are four critical criteria to keeping a project on schedule:

- 1. Develop a detailed, accurate, agreed-upon schedule at project startup.
- 2. Review/update schedule regularly (at least weekly) and distribute to all personnel.
- 3. Hold team meetings to review schedule and budget.
- 4. Give project manager authority to allocate any resources necessary to successfully execute project.

After receipt of a project and notice to proceed from Seminole County, GLE's Project Manager will meet with each appropriate task manager to develop a detailed schedule and budget. The project will be broken into tasks and sub tasks, and schedules will be established. GLE utilizes Microsoft Project for project tracking. The schedule is updated weekly and distributed to each project team member via email and will also be posted on the extranet.

All projects, regardless of geographic location, are managed by a single project manager. The manager coordinates all work from initial planning through final close out, serves as the primary client contact, and manages all in-house resources and subcontractors. Should weekly review indicate scheduling issues, the project manager has the authority to commit additional resources affect changes or modify the project sequence in order to meet the schedule.

QA/QC Process

GLE recognizes that Quality Assurance/Quality Control (QA/QC) is fundamental to the successful completion of a project. Therefore, we have established QA/QC procedures for field activities, data reporting and validation to ensure quality and reliable data and reports.

Adherence to QA/QC is critical; GLE understands that all data collection and reporting must be defensible in a court of law. GLE's knowledge of the applicable federal, state and local rules and regulations, and joint commitment to Total Quality Management (TQM) equates to technically competent, informative and defensible project performance.

Quality Control

Quality Control of the project work will be assured through the following measures: Quality Assurance audits will be conducted on plans review and project documentation (files and records); technical review of analytical data generated for each project will be performed for accuracy prior to report finalization.

Quality Assurance

All QA/QC procedures established for the contract and each project task conducted under the contract will be reviewed by the GLE team Quality Control Managers. The QC Managers review and approve all Quality Assurance Plans (QAPs) and Sampling and Analysis Plans (SAPs) to ensure that the objectives of the sampling are met and the resulting analytical data is accurate and defensible. The QC Managers will also perform audits and review of the performance of the team on a project task, to ensure compliance with the technical objectives of the project.

The analytical data and data summaries will be closely checked by the QC Managers to ensure that the data is representative of the site conditions.



Section 5 **Price Proposal**

PROJECT: ASBESTOS & INDOOR AIR QUALITY CONSULTANT SERVICES

COUNTY CONTRACT NO. RFP-600768-09/TLR

Name of Proposer: <u>GLE Ass</u>	ociates, Inc.				
Address: 1320 N. Semoran E	3lvd., Suite 203				
City/State/Zip: Orlando, FL	32807				
Phone Number: (<u>407</u>)	658-4151	_FAX Number: (407)	658-4410	
E-Mail Address:	pzak@qleassocia	ates.com			

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. ⁰ through ⁰, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is nonresponsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 17th day of November , 20 09 .

GLE Associates, Inc. (Name of PROPOSER)

(Signature of person signing FORM)

Robert B. Greene (Printed name of person signing FORM)

President (Title of person signing FORM)

Price Proposal Form

In accordance with the specifications indicated in t he Request for Proposals, the undersigned Proposer hereby submits the following for providing Seminole County with the required services. The undersigned Proposer accepts all terms stated herein and agrees to comply with all laws, State of Florida regulations and other factors affecting this project. The Proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that has made no changes in the proposal document as received. The Proposer further proposes and agrees, if his submittal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him and Seminole County, Florida, for the performance of all requirements to which this proposal pertains.

A. Asbestos/Lead survey

	1.	Asbestos/Lead field survey, including report preparation	\$	450	_Ea
	2.	Asbestos/Lead abatement monitoring plan, including report	\$	100	_Ea
		preparation			
	3.	Asbestos/Lead abatement project monitoring	\$	55	_/Hr
В.	Ind	oor Air Quality (IAQ)			
	1.	IAQ field survey, including report preparation	\$	550	Ea
	2.	IAQ remediation monitoring	\$	450	Cu Ea
			T		
C.	Sub	stances			
	1.	Asbestos (bulk sample)	\$	15	_/Sample
	2.	Carbon dioxide (instrumental)	\$	10	_/Sample
	3.	Carbon monoxide (instrumental)	\$.10	_/Sample
	4.	Formaldehyde	\$	55	_/Sample
	5.	Fibrous dust	\$	10	_/Sample
	6.	Hydrogen sulfide (instrumental)	\$.10	_/Sample
	7.	Lead in paint	\$	10	_/Sample
	8.	Lead in water	\$	10	_/Sample
	9.	Nitrogen dioxide/nitric oxide (Instrumental)	\$	15	_/Sample
	10.	Nuisance dust	\$	15	_/sample
	11.	Total VOC's as n-hexane	\$_	50	_/Sample
	12.	Ozone	\$	20	_/Sample
	13.	Radon (continuous working level monitor)	\$_	30	_/Sample
	14.	Radon (canister)	\$	15	_/Sample
	15.	Temperature and Relative humidity (instrumental)	\$.10	_/Sample
	16.	VOC profile per TO-15	\$	195	_/Sample
	17.	Surface bacteria swab (with gram stain)	\$	40	_/Sample
	18.	Surface fungal swab (to genus)	\$	40	_/Sample
	19.	Surface fungal swab (to genus and speciation)	\$	90	_/Sample
	20.	Airborne bacteria culture (with gram stain)	\$	40	/Sample
	21.	Airborne fungal culture (to genus)	\$	40	_/Sample

	22. Mold spore trap by optical microscopy (72 hour TAT)	\$ <u>2</u> 5	5	_/Sample
	23. Mold spore trap by optical microscopy expanded analysis,			_
	Including skin cells and fibers (72 hour TAT)	\$ <u>2</u>	5	_/Sample
	24. Mold spore trap by optical microscopy (same day TAT)	\$ <u>4</u>	5	_/Sample
	25. Mold spore trap by optical microscopy expanded analysis,			
	Including skin cells and fibers (same day TAT)	\$ <u>4</u>	5	_/Sample
	26. Mold tape lift surface sample by optical microscopy (72 hour TAT)	\$ <u>2</u>	5	_/Sample
	27. Sewage screen (E-coli, Enterococcus, Fecal coliform)	\$ <u>9</u>	0	_/Sample
	28. Legionella culture	\$	10	_/Sample
	29. Cadmium in paint	\$3	30	_/Sample
	30. Silica air sample	\$4	15	_/sample
	31. Silica surface sample	\$\$	95	_/Sample
	32. XRF	\$ <u>2</u>	00	_/Shift
D.	Metals in Water			
	1. Arsenic	\$2	.0	_/Sample
	2. Barium	\$ <u>2</u>	0	_/Sample
	3. Cadmium	\$ <u>2</u>	0	_/Sample
	4. Chromium	\$2	0	_/Sample
	5. Copper	\$2	20	_/Sample
	6. Iron	\$ <u>2</u>	0	_/Sample
	7. Lead	\$2	0	_/Sample
	8. Manganese		0	_/Sample
	9. Magnesium		0	_/Sample
	10. Mercury		0	_/Sample
	11. Nickel		0	_/Sample
	12. Nitrate		20	_/Sample
	13. Selenium		0	_/Sample
	14. Silver		20	_/Sample
	15. Zinc	\$ <u>2</u>	0	_/Sample
Ε.	Other Testing			
	1 Day rate (Technician)	Ś	55	/Sample

14.1

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- 1. Day rate (Technician)
 \$___55_/Sample

 2. TEM Analysis (24 hour TAT)
 \$___50_/Sample
- 3. TEM Analysis (48 hour TAT)

PROPOSAL SUBMITTED BY

- 4

4

GLE Associates, Inc.	
Name of the Firm, Corporation, or Individual	
By Title President	_
Signature	

\$_____/Sample



Understanding of the Scope

Asbestos Consulting Services

GLE offers complete asbestos consulting services. GLE has a long history conducting asbestos services and is the recognized leader in Florida for asbestos management. Our staff of asbestos consultants, EPA-AHERA certified building inspectors, contractor supervisors, management planners, designers, project managers and industrial hygienists has extensive experience providing cost-effective asbestos management services to public sector clients. Asbestos management services offered by GLE include:

- Abatement Project Management
- Drawings and Specifications
- Ambient Air Monitoring (using NIOSH 582 trained industrial hygiene technicians)
- Contract Administration/Estimating
- Facility Surveys and Inspections
- Laboratory Analyses
- Operations & Maintenance Plans
- Risk Management/Hazard Assessments
- Training of Custodial & Maintenance Personnel
- Employee Awareness Training
- Cost Recovery Services
- Respiratory Protection Programs

Indoor Air Quality

GLE provides indoor air quality services to evaluate health hazards associated with occupied environments. Our full staff of engineers and industrial hygienists has specific experience in indoor air quality (IAQ) evaluations. GLE is one of the few facilities consulting firms with both Registered Mechanical Engineers and Certified Industrial Hygienists on staff with



extensive experience in indoor air quality. We can evaluate symptoms, determine the existing contaminants and prepare remediation plans. GLE's IAQ services include:

- Sick Building Syndrome Assessments
- Building Surveys
- HVAC Evaluations
- Moisture Evaluations
- Ambient Air Monitoring
- Sampling and Testing
- Health and Safety Training
- Corrective Action Implementation
- Project Management
- Public Relations

Approach/Explanation

GLE is understanding of the services to be provided as a part of this contract. Having performed environmental consulting services such as Asbestos & Indoor Air Quality consulting for the past 20 years we are able to provide you with your requested services with the most technical expertise. GLE will be able deliver:

- Site visits
- Review of building plans and reports
- Visual observations
- Samples
- Laboratory analysis
- Written reports
- Abatement plans
- Abatement monitoring
- Final report
- Obtain IAQ measurements
- Look for moisture intrusion evidence in building envelope, roof and curtain wall assemblies



- Additional testing for microbial pollutants
- Review of building's mechanical plans
- Conduct visual observation of the HVAC system
- Final Report with recommendations explaining rational and other viable options for the County

As mentioned previously in our statement of qualifications, GLE can offer Seminole County the benefit of having in-house MEP Engineers to assist with HVAC system questions as well as in-house Architects that can answer questions regarding the building envelope and roofing system. GLE also houses three Certified Industrial Hygienist's, two which are assigned to your project team, ensuring that your reports are reviewed by another accredited professional and are completed within seven days of the site visit.

GLE also has a pool of over 20 professionals that are able to provide you with inspections, meaning GLE will be able to handle any and all work that Seminole County may require. Fast response and technical expertise are some of the top reasons our clients continue to work with GLE. We hope that we can assist Seminole County on all of your future environmental needs.



FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K	Board of County Commissione Seminole County, Florida ORDER _ Page 1	ATS ORDER NUMBER: NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.
		ORDER HYPE REVISION DATE RECENDMER ANALYSE
		FOR INQUIRIES RECARDING THIS ORDER, CONTACT: FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION 1101 E. 1st STREET - COUNTY SERVICES BLDG, - RM, #3208 SANFORD FLORIDA 32771 PHONE: (407) 665-7116 / FAX: (407) 665-7956
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		TOTAL AMOUNT
THIS ORDER IS SUBJECT TO THE TERMS & CO	NDITIONS ON THE REVERSE SIDE OF THIS ORDER.	

SUBMIT ALL INVOICES IN DUPLICATE TO: CLERK - B.C.C. FINANCE DIVISION POST OFFICE BOX 8080 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

s .

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliverles.

3. WARRANTY. Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a)the Consumer Product Safety Act, (b)Occupational Safety and Health Act (Public Law 91-5961, as amended, (c)Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

 MODIFICATIONS. This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY rnay have under this Agreement or at law.

7. INSURANCE. Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or altercation related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. INSPECTION. All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at is option, may require the Seller, at the Seller's expense, to: (a)promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b)to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit operation and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statures, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772, Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.

12. PRICE PROTECTION. Seller warrants that the price(s)set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a)in accordance with good commercial practice; and (b)acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

15. ASSIGNMENT. Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEL) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and tunds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

19. FAILURE TO EXECUTE PURCHASE ORDER. Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

Item #4

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Amendment #1 to RFP-600083-06/GMG - Term Contract for Clean and Vegetative</u> Wood Waste Processing Services for Seminole County

DEPARTMENT: County Manager Office	DIVISION: Purchasing and Contracts					
AUTHORIZED BY: Joe Forte	CONTACT: Betsy Cohen	EXT : <u>7112</u>				
MOTION/RECOMMENDATION: Approve Amendment #1 to RFP-600083-06/GMG - Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County with Consolidated Resource Recovery, Inc., Sarasota.						

County-wide

Ray Hooper

BACKGROUND:

Amendment #1 to RFP-600083-06/GMG - Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County provides for off-site beneficial reuse for clean wood waste and vegetative waste received by Solid Waste Management operations. Clean wood waste includes treated and untreated wood waste such as lumber, construction debris and pallets. Vegetative wood waste includes material from commercial and residential lawn maintenance and land clearing activities. This includes but is not limited to, bagged and loose yard waste such as grass clippings, brush and limb debris, tree trimmings, palm fronds, logs, and stumps. Amendment #1 will provide for a negotiated re-structure of the fee schedule and scope of services which will be more beneficial for the County and reduce the overall cost of this service. The fee schedule was compared with surrounding municipalities and it is competitive based on market conditions and services provided. The negotiations of the fee schedule and scope of services were based on a contract extension which will allow the contract to continue through 2015. Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis, as long as the cumulative amount of Release Orders does not exceed budgetary constraints.

Information regarding costs and services related to surrounding counties is included as part of the backup.

STAFF RECOMMENDATION:

Staff recommends the Board to approve Amendment #1 to RFP-600083-06/GMG - Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County with Consolidated Resource Recovery, Inc., Sarasota.

ATTACHMENTS:

- 1. Amendment #1
- 2. Backup cost comparison information

Additionally Reviewed By:

County Attorney Review (Ann Colby)

FIRST AMENDMENT TO TERM CONTRACT FOR CLEAN AND VEGETATIVE WOOD WASTE PROCESSING (RFP-600083-06/GMG)

THIS FIRST AMENDMENT is made and entered into this ______ day of _______, 20_____, 20_____ and is to that certain Agreement made and entered into on the 23rd day of January, 2007, between CONSOLIDATED RESOURCE RECOVERY, INC., whose address is 3025 Whitfield Avenue, Sarasota, Florida 34243, hereinafter referred to as "CONTRACTOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above-referenced Agreement on January 23, 2007, for clean and vegetative wood waste processing; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 2 of the Agreement is amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run until January 22, 2015. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order.

2. Exhibit "A" of the Agreement is deleted and replaced by the new Exhibit "A," attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CONSOLIDATED RESOURCE RECOVERY, INC.

EDWARD R. LEE Assistant Secretary

(CORPORATE SEAL)

ATTEST:

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

By:						
	STEVI	EN A.	LUBBI	ERS		
	Vice	Pres	ident	of	Operations	
Øat¦e∕:			****			
- X & £	1					

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_____

BOB DALLARI, Chairman

Date:_____

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney

Attachment: Exhibit A - Scope of Services

AEC/sjs 12/16/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600083-06 1st Amd.doc

> Clean and Vegetative Wood Waste Processing RFP-600083-06/GMG Page 2 of 2

EXHIBIT A AMENDMENT #1

Part I – PROCESSING

3, 54

Base price per ton as measured at Osceola Road Landfill scales: \$6.10 /ton. CRR is not required to provide a full time spotter and loader as described in Operations Plan.

Part II – PROCESSING FOR OFF-SITE BENEFICIAL REUSE/RECYCLING

Base price/ton of outbound loads as measured at Osceola Road Landfill scales: \$2.00 /ton

Part III – REMOVAL FOR OFF-SITE BENEFICIAL REUSE/RECYCLING

Base Price/ton of outbound loads as measured at Osceola Road Landfill scales: \$10.90 /ton.

The contract-will be extended three additional years which will bring the contract through January 2015. Processing and removal for off-site beneficial reuse/recycling (Parts II and III) will only apply to approximately 3,400 outbound tons per month during February, June and September (approximately 10,000 tons per year.) During these three monthly events, Contractor will grind, screen, load out mulch, transport, and provide the end use of recycling for a beneficial use of the material. All other tons will only be processed (Part I). The resulting annual estimates of tonnages are:

Part I - 55.000 tons Part II - 10.000 tons Part III - 10,000 tons

The base prices shown above will be adjusted semi-annually starting August 1, 2010. 90 % of the base price will be adjusted for consumer price index inflation (or deflation), and 10% of the base price will be adjusted for fuel index inflation (or deflation). The specific indices and adjustment schedule are presented below.

- Consumer Price Index (CPI) is published by the U.S. Bureau of Labor and Statistics, series CUURS0000SA0, for All Urban Consumers.
- Fuel Index (FI) is reported by the Energy Information Administration of the U.S. Department of Energy, Weekly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers.

First Adjustment Example Calculation:

U_{corr} = (CPI_{2010 HALF 1} / CPI_{DEC 2009}) - 1 Fcorr = (FI Jan-June 2010 / FI Dec 2009) - 1

 $P_{Adjusted} = (0.90)(1 + U_{Corr})(P_{Base}) + (0.10)(1 + F_{corr})(P_{Base})$

where: P_{Adjusted} = Adjusted Price P_{Base} = Base price in contract. U_{corr} = CPI-U correction factor

 $F_{corr} = CPI-F$ correction factor

 $CPI_{2010 \ HALF 1}$ = Consumer Price Index for first half of 2010 (six month average)

 $FI_{Jan-June 2010} = Fuel Index for first half of 2010 (six month average)$

Adjustment Schedule:

1, 15

Effective Date	Adjustments	Adjusted Price
8/1/2010	U _{corr} = (CPI _{2010 HALF 1} / CPI _{Dec 2009}) – 1	$P_{aug 2010} = (0.90)(P_{Base})(1 + U_{corr}) + (0.10)(P_{Base})(1 + V_{corr})$
	F _{corr} = (FI _{jan-jun 2010} / FI _{dec 2009}) - 1	F _{corr})
2/1/2011	U _{corr} = (CPI _{2010 HALF 2} / CPI _{Dec 2009}) - 1	$P_{feb \ 2011} = (0.90)(P_{Base})(1 + U_{corr}) + (0.10)(P_{Base})(1 + V_{corr}) + (0.10)(P_{Base$
	F _{corr} = (FI _{jul-dec 2010} / FI _{dec 2009}) - 1	F _{corr})
		$P_{aug 2011} = (0.90)(P_{Base})(1 + U_{corr})$
8/1/2011	$U_{corr} = (CPI_{2011 HALF 1} / CPI_{Dec 2009}) - 1$	(0.10)(P _{Base})(1 +
	$F_{corr} = (FI_{jan-jun \ 2011} / FI_{dec \ 2009}) - 1$	$\frac{F_{corr}}{P_{feb \ 2012} = (0.90)(P_{Base})(1 + U_{corr})}$
2/1/2012	U _{corr} = (CPI _{2012 HALF 2} / CPI _{Dec 2009}) - 1	+ $(0.10)(P_{Base})(1 + $
	F _{corr} = (Fl _{jul-dec 2012} / Fl _{dec 2009}) - 1	F _{сол})
8/1/2012	U _{corr} = (CPI _{2012 HALF 1} / CPI _{Dec 2009}) – 1	$P_{aug 2012} = (0.90)(P_{Base})(1 + U_{corr})$ + (0.40)(P)(4 :
	F _{corr} = (FI _{jan-jun 2012} / FI _{dec 2009}) - 1	(0.10)(P _{Base})(1 + F _{corr})
2/1/2013	$U_{corr} = (CPI_{2013 HALF 2} / CPI_{Dec 2009}) - 1$	$P_{feb \ 2013} = (0.90)(P_{Base})(1 + U_{corr})$ +
	F _{corr} = (Fl _{jul-dec 2013} / Fl _{dec 2009}) - 1	(0.10)(P _{Base})(1 + F _{corr})
8/1/2013	U _{corr} = (CPI _{2013 HALF 1} / CPI _{Dec 2009}) - 1	$P_{aug 2013} = (0.90)(P_{Base})(1 + U_{corr})$
0/ 1/2013	$F_{corr} = (Fl_{jan-jun 2013} / Fl_{dec 2009}) - 1$	(0.10)(P _{Base})(1 + F _{corr})
		$P_{feb \ 2014} = (0.90)(P_{Base})(1 + U_{corr})$
2/1/2014	$U_{corr} = (CPI_{2014 HALF 2} / CPI_{Dec 2009}) - 1$	+ (0.10)(P _{Base})(1 +
	F _{corr} = (Fl _{jul-dec 2014} / Fl _{dec 2009}) - 1	F _{corr})
8/1/2014	U _{corr} = (CPI _{2014 HALF 1} / CPI _{Dec 2009}) – 1	$P_{aug 2014} = (0.90)(P_{Base})(1 + U_{corr})$ + (0.10)(P)(1 +
	F _{corr} = (Fl _{jan-jun 2014} / Fl _{dec 2009}) - 1	(0.10)(P _{Base})(1 + F _{corr})

Schedule will be continued throughout contract duration.

Seminole County is seeking a contractor to process and provide off-site beneficial reuse for clean wood waste and vegetative waste received by Solid Waste Management operations. Clean wood waste includes treated and untreated wood waste such as lumber, construction debris and pallets. Vegetative wood waste includes material from commercial and residential lawn maintenance and land clearing activities. This includes but is not limited to, bagged and loose yard waste such as grass clippings, brush and limb debris, tree trimmings, palm fronds, logs, and stumps. This material is received at the Seminole County Landfill located at 1930 Osceola Road, Geneva, Florida 32732. The Seminole County Landfill is located on a 1200 acre site. On the landfill property, 5 acres is dedicated for the processing of wood waste with surrounding acreage available for material storage.

Seminole County currently receives approximately 60,000 tons of clean and vegetative wood waste annually – of which 45,000 tons is bagged residential yard waste; 10,000 tons is loose yard waste and 5,000 tons is clean wood waste. The tonnage is an estimate only. No guarantee is stated or implied.

The Contractor shall furnish a well-defined business plan that will include the work procedures and equipment to be utilized in the performance of the work specified herein, method to dispose of contaminated material, an end-product marketing strategy, and anticipated revenue from sales, if any.

PROCESSING

Processing shall be defined as any method in which the clean and vegetative wood wastes are reduced in volume. The County will consider various processing methods. The processing technology shall neither prevent nor limit the County in selecting or modifying materials for disposal. If the Applicant proposes equipment other than a grinder or chipper/shredder, the Proposer must provide a copy of the manufacturer's literature with the equipment specifications in the submittal.

- The Contractor shall provide all labor, equipment, material and supervision necessary to process all incoming material.
- The Contractor shall segregate clean wood waste from vegetative wood waste.
- The Contractor shall be responsible for the separation of potentially damaging materials such as rock, metal, or other items that may be damaging or harmful to the processing equipment.
- The Contractor shall make available approximately 20,000 tons per year of processed material for the sole use of Seminole County.
- The Contractor shall process all material in a timely manner, never leaving more than an accumulation of two months worth of material on-site at any time.
- The Contractor shall be ready to accept and process any accumulation of material within thirty (30) calendar days after receipt of Notice to Proceed.
- The Contractor who cannot meet start-up requirements will be considered non-responsive.
- All activities shall be conducted in compliance with applicable Federal, State, and local laws, rules, regulations, and guidelines.
- The contractor shall be responsible for obtaining any required permits.

RATE OF MATERIAL RECEIPT, FISCAL YEAR 2005-06 DATA

Below is recent monthly tonnage information as recorded by Seminole County. No assurances of maximum or minimum tonnages are made by the County.

Month	Tons	Month	Tons
July 2005	5418	January 2006	3416
August 2005	5039	February 2006	3327
September 2005	4575	March 2006	6490
October	4447	April	5113
2005		2006	
November 2005	4181	. May 2006	4833
December 2005	3135	June 2006	4672

EQUIPMENT

- The Contractor shall be responsible for any and all damages resulting from the introduction
 of any materials into the contractor's equipment.
- The Contractor shall process and size reduce/screen/clean-up all bagged vegetative wood waste.
- The Contractor shall provide equipment sufficient to process, sort, move, and stockpile clean and vegetative wood waste and contaminated materials.
- The Contractor shall keep its equipment in proper repair in order to maintain contract specifications.
- The Contractor shall provide all support equipment including spare parts, tools, chain saws, etc., to ensure all materials are processed to contract specifications.

PROCESSING FOR REMOVAL

• The Contractor shall be responsible for all efforts needed to process, de-bag, clean-up, etc. material for off site beneficial reuse.

REMOVAL

- The Contractor shall remove all processed material not used by the County, for a beneficial reuse off property.
- The contractor shall identify all off-site locations where material will be delivered for recycling. The County reserves the right to approve all off site locations, prior to the commencement of material shipment.
- The contractor shall be responsible for submitting to the County copies of applicable permits for off site facilities utilized for the disposal or recycling of material.
- Failure to utilize off-site locations that are permitted and operated in compliance with Federal, State, or local laws, regulations, and ordinances is grounds for termination of this agreement.

RFP-600083-06/GMG - Clean and Vegetative Wood Waste Processing Services for Seminole County

EMERGENCY PROCESSING

- In the event of a natural disaster, the Contractor shall provide additional emergency processing service to the County, within fifteen (15) days of the natural disaster.
- However, in the event a natural disaster or if an emergency is declared, the County reserves the right to hire additional or replacement Contractors, should the awarded Contractor' not possess the necessary resources to accomplish the required emergency work.

RESPONSIBILITIES OF THE COUNTY

- The County shall visually inspect the material at the point of delivery to ensure it is relatively free of contamination. The County's inspection of the material in no way limits the Contractor's responsibility for separation and removal of contaminants.
- The County shall make available to the Contractor certified scales and accurate documentation for the amounts of material delivered and removed from the site.
- The County shall have available scale attendants to minimize contamination from incoming loads.
- The County shall provide a 5 acre site for processing. The site has electric connectivity in the area.
- The County shall not prescribe equipment specifications.
- The County shall accept a "reasonable amount" of contaminants generated by material processing at the landfill workface. The County shall determine the reasonable amount.

October 2, 2006

RFP-600083-06/GMG

Technical Plan:

See operations Plan attached

Off Site Beneficial Reuse/Recycling Plan:

CRR intends to haul all resultant mulch off site to the Wheelabrator Ridge Energy Generating Station located in Auburndale, Florida. The mulch will be used as Boiler Fuel to generate electricity. Attached see a copy of the facility permit to utilize this material.



Wheelabrator Ridge Energy Inc.

A Waste Management Company

3131 K-ville Avenue Auburndale, FL 33823 (863) 665-2255 (863) 665-0400 Fax

October 2, 2006

Mr. Steve Lubbers Vice President Consolidated Resource Recovery 3025 Whitfield Avenue Sarasota. FL 34243

Dear Steve:

Please accept this letter as confirmation that Wheelabrator Ridge Energy Inc. has agreed to accept processed wood chips delivered to its power plant by Consolidated Resource Recovery or a designated hauler. This letter pertains to wood waste received and processed at the Osceola Landfill under contract with Seminole County. Our acceptance is predicated on Consolidated Resource Recovery's ability to process the material to the proper specifications and to deliver it to Wheelabrator Ridge Energy in Auburndale, FL during normal business hours.

All of the material delivered will be used as fuel in a dedicated boiler in order to produce steam that will power a turbine generator. The turbine generator produces electricity that will be sold under a long-term contract to Progress Energy. This beneficial reuse of the material should allow Seminole County to claim recycling credit for any material delivered to Wheelabrator Ridge Energy.

Acceptance of the Consolidated Resource Recovery proposal by Seminole County will necessitate the execution of a formal contract.

Wheelabrator Ridge Energy looks forward to continuation of its long-standing relationship with Consolidated Resource Recovery through the duration of the proposed contract.

Sincerely,

Phil Tusky

Phil Tuohy Plant Manager



October 2, 2006

Solicitation No. RFP-600083-06/GMG

OPERATIONS PLAN

All non-yard waste material will be segregated to a designated area for proper disposal at the Seminole County facility.

Stockpiled yard waste will be processed via a tubgrinder/horizontal wood hog and/or screened as necessary to maintain required maximum inventories on site.

Mulch produced by the grinder/screen will be stockpiled in a designated area for loading onto outgoing trucks.

CRR shall move mulch off site on a consistent basis via 100 cubic yard waking floor transfer type trailers.

CRR shall have all trucks weigh in at the County's scale on site establish tare weight and weigh outbound to establish gross weight.

CRR will process the required mulch as described in the contract documents on an as needed basis for use by Seminole County.

CRR will follow a prescribed plan for routine site maintenance and housekeeping to keep the facility organized and clean.

CRR will follow a prescribed plan for equipment maintenance on site.

© CRR shall maintain sufficient personal on site to maintain a consistent progression of the work.

CRR shall maintain its diesel fuel storage on site in a double wall tank contained in a concrete fuel containment pit.

October 2, 2006

Solicitation No. RFP-600083-06/GMG

AVAILABLE EQUIPMENT AND PERSONELL

CRR presently has approximately 100 full time employees, additionally CRR presently has many regular employees that live in SEMINOLE COUNTY and may be assigned to this project.

CRR owns the following types of units available to perform this contract:

Ø	Wheel Loaders 950 Cat and larger	34
0	Tubgrinders, horizontal hogs, track hogs, track chippers	20
e	Hydraulic excavators 320 Cat and larger	18
Q.	Trommal Screens	7
0	Dozers	3
۲	Road mechanics/service trucks	6
Q	Lowboy trucks and trailers	5
Ŷ	Owned 100yd semi chip trailers and trucks	5
0	Leased/subcontracted 100yd trucks and trailers	22
Q	Excavator mounted hydraulic stump shear	1
3	Retech 40' elevated pick station	1

Price Proposal 🚽

PROJECT: TERM CONTRACT FOR CLEAN AND VEGETATIVE WOOD WASTE PROCESSING SERVICES FOR SEMINOLE COUNTY

COUNTY CONTRACT NO. RFP-600083-06/GMG

Name of Proposer. Consolidated Resource Recovery, Inc.

Street Address: +- 3025 Whitfield Ave.

City/State/Zip: Sarasota, FL 34243

Phone Number: (941) 756-0977

FAX Number: (<u>921</u>) 751-6942

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. <u>0</u>, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 3rd day of october 2006

Consolidated Resource Recovery, Inc. (Name of PROPOSER)

Edward R. Lee (Printed name of person signing FORM)

(Signature of person signing FORM)

Operations Manager (Title of person signing FORM)

Comparison of cost and services among surrounding Counties:

Brevard cost of \$4.95 is processing only on a contract with over 250,000 tons per year nearly 5 times greater volume and much simpler and much less risk to the Contractor.

Lake County cost of \$1.75 per cubic yard is measured after grinding and is actually equal to \$8.00 per ton. This project is again much simpler and much less risk to the Contractor.

Marion County is actually grind and dispose. The reason for two prices is because they are paying \$5.24 per incoming ton and \$5.24 per outgoing ton in lieu of just paying \$10.48 per ton. Yard Waste is primarily oak wood and is valuable to sell vs. the dirty bagged yard waste at Seminole County.

Orange County cost of \$1.35 per yard is actually \$6.75 per ton. This is grind only, simple and no risk.

Osceola County costs for grind only are actually tied to the additional on site hauling and is not actually grind only, its grind and haul at \$9.00 or grind, screen and haul at \$10.00 simple, with very little risk to Contractor.

Seminole County current Contract provides the following:

- Contractor is providing a certified landfill spotter with a wheel loader to police the site and county customers, stockpile incoming material, separate contaminates, and generally watch over the site 7 days a week 360 days per year. The depreciation, repair & maintenance, fuel for the loader is \$75,000 a year with payroll for 3,600 man hours annually for our site spotter running \$80,000 a year. This equals \$155,000 in annual cost and when divided by the 51,000 tons is \$3.00 per ton to pay for the spotter on this contract that is not in any of your examples above.
- Contractor is providing a ready market, per the contract requirements, that qualifies for FDEP recycling credits for Seminole County's yard waste that is contaminated with vast amounts of plastic bags. Contractor assumes the risk of trucking and available market capacity for this material.
- Contractor is processing the yard waste as needed at the landfill.

Proposed amendment:

- Contractor will no longer provide the landfill spotter and site loader.
- Contractor will "grind only" each month or an as needed basis to maintain a maximum on site accumulation of unprocessed yard waste of less than 3,000 tons at any given time.
- Seminole County will have Contractor utilize the combination of Parts 1, II, and III services (described in the amendment) based upon incoming tons and stockpile separately in order to result in the removal of approximately 3,400 tons of mulch during the months of February, June and September each year. This action will provide the removal of approximately 10,000 tons of material per year. During these three (3) processing events, the Contractor will grind, screen, load out mulch, transport to market and will allow beneficial use of material.

ORINGINAL CONTRACT

- The Proposer shall indicate in the unit price, the total amount per ton to be charged to the County for material being processed/removed. No start-up or initial operation costs are allowed. Measure of payment shall be based on per ton or per cubic yard measurements.
- K The County intends to pay per ton units. Per cubic yard amounts will only be used at the County's sole discretion.
- The Contractor shall provide detailed monthly invoices, including, but not limited to, total amount of material processed, total finished product sold or disposed of, and other financial information required for audit purposes.

PARTI - PROCESSING:

Price/ton as measured at Osceola Road Landfill Scales - : \$<u>11.50</u>/ton Price/yard as measured by incoming loads or in stockpiles: /\$<u>N/A</u>/cubic yard (optional pricing)

PART II - PROCESSING FOR OFF-SITE BENEFICIAL REUSE/RECYCLING

Price/yard as measured by outgoing loads: \$_____/ ton (optional pricing)

PART III - REMOVAL FOR OFF- SITE BENEFICIAL REUSE/RECYCLING:

Price/ton of outbound loads as measured at Osceola Road Landfill Scales: \$<u>8.00</u> / ton Price/yard as measured by outgoing loads (optional pricing). \$<u>N/A</u> / cubic yard (optional pricing)

CLEAN AND VEGETATIVE WOOD WASTE PROCESSING SHEET (For evaluation purposes only)

			<u>, 4 </u>	
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
1.	Processing	60,000	\$ 11.50	\$ 690,000.00
· 2	Processing for off-site reuse	40,000	\$ 2.00	\$ 80,000.00
3	Removal for beneficial reuse	40,000	\$ 8:00	\$ 320,000.00
······		· · · · ·	Estimated Total	\$1,099,000.00

Consolidated Response Recovery, Inc.

(Name of PROPOSER)

(Signature of person signing FORM)

RFP-600083-06/GMG - Clean and Vegetative Wood Waste Processing Services for Seminole County

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Professional Services: PS-4388-09/VFT - Design of Minor Projects with</u> <u>Construction Costs less than \$1,000,000.00</u>

DEPARTMENT: County Manager Office DIVISION: Purchasing and Contracts

AUTHORIZED BY: Joe ForteCONTACT: Vagillia TaylorEXT: 7122

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-4388-09/VFT – Design of Minor Projects with Construction Costs less than \$1,000,000.00 to HNTB Corporation of Lake Mary, Florida; Inwood Consulting Engineers, Inc. of Oviedo, Florida; Pegasus Engineering of Winter Springs, Florida; Professional Engineering Consultants, Inc. of Orlando, Florida; and Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated Annual Usage Amount of \$900,000.00).

County-wide

Ray Hooper

BACKGROUND:

PS-4388-09/VFT will provide various professional services, including but not limited to, construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

On October 13, 2009, the Board approved the ranking and authorized staff to negotiate with HNTB Corporation of Lake Mary, Florida; Inwood Consulting Engineers, Inc. of Oviedo, Florida; Pegasus Engineering of Winter Springs, Florida; Professional Engineering Consultants, Inc. of Orlando, Florida; and Reynolds, Smith and Hills, Inc. of Orlando, Florida. The Award Agreements include the negotiated rates from each firm as Exhibit C within their individual Master Agreements. The term of these Master Agreements will be for a period of three (3) years, with two (2) renewal periods not to exceed one (1) year each. The backup documentation includes the Multiplier Computation sheets for each of the five (5) Consultants.

Authorization for the performance of services by the Consultants under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and shall be funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends the Board approve the negotiated rates and award PS-4388-09/VFT – Design of Minor Projects with Construction Costs less than \$1,000,000.00 to HNTB Corporation of Lake Mary, Florida; Inwood Consulting Engineers, Inc. of Oviedo, Florida; Pegasus Engineering of Winter Springs, Florida; Professional Engineering Consultants, Inc. of Orlando, Florida; and Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated Annual

Usage Amount of \$900,000.00).

ATTACHMENTS:

- 1. PS-4388-09_VFT Award Agreement (HNTB)
- 2. PS-4388-09_VFT Award Agreement (Inwood)
- 3. PS-4388-09_VFT Award Agreement (Pegasus)
- 4. PS-4388-09_VFT Award Agreement (PEC)
- 5. PS-4388-09_VFT Award Agreement (RS&H)
- 6. PS-4388-09_VFT Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

CONTINUING CONSULTANT SERVICES AGREEMENT DESIGN OF MINOR PROJECTS WITH CONSTRUCTION COSTS LESS THAN \$1,000,000 (PS-4388-09/VFT)

THIS AGREEMENT is made and entered into this ______ day of ______, 20____, by and between HNTB CORPORATION, duly authorized to conduct business in the State of Florida, whose address is 300 Primera Boulevard, Suite 200, Lake Mary, Florida 32746, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design of minor projects with construction costs less than \$1,000,000 in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to consultant services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in

the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute a Truth in Negotiations Certificate, attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
 - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
 - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
 - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

rates.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein. (b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(g) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examiňation, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law and Section 18 herein for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. Provided, however, CONSULTANT shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT's services.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature of whom CONSULTANT is legally liable under this Agreement. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) CONSULTANT my terminate this Agreement upon written notice to the COUNTY in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement; provided, however, COUNTY shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to CONSULTANT.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation Engloyer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall state that the Insurer shall endeavor to provide the COUNTY not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT provide COUNTY with a renewal shall or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the insurance requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes. (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

If during the period which an insurance company is (3)providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(C) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applecable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) <u>Commercial General Liability</u>.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate Personal & Advertising Injury Limit Each Occurrence Limit Three (3) Times the Each-Occurrence Limit \$1,000,000.00

\$1,000,000.00

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies county dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures. (c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY. SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shatt constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

For CONSULTANT:

HNTB Corporation 300 Primera Boulevard, Suite 200 Lake Mary, Florida 32746

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

HNTB CORPORATION

, Secretary

Ву:				
JAMES	Ρ.	ANGLIN,	P.E.,	
Uice-	Pre	sident		
A Contraction of the Contraction				

(CORPORATE SEAL)

Date:_____

[Balance of this page left intentionally blank; County attestation on page 25 of 25] ATTEST:

MARYANNE MORSE

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

BOB DALLARI, Chairman

Date:_____

For use and reliance of Seminole County only.

Seminole County, Florida.

Clerk to the Board of County Commissioners of

Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney AEC/lpk 11/13/09 12/10/09 12/24/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4388 HNTB.docx

Attachments:

Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

Ex	hibit	А	

Scope of Services

Continuous Professional Services Contract for Public Works Minor Projects Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by construction costs of \$1,000,000 or study costs of \$50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
 - Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies

•

- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

3.0

:

EXHIBIT B

Board	of Cou	inty Comi	nissioners
SEMI	NOLE	COUNT	, FLORIDA

WORK ORDER

Work Order Number:

Master Agreement No.: Master Agreement Title: Project Title:	Dated:
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [] drawings/plans/specifications [] scope of services [] special conditions []	METHOD OF COMPENSATION: [] fixed fee basis [] time basis-not-to-exceed [] time basis-limitation of funds [] retainage shall be withheld
this Work Order by the parties, and shall be complete	by the CONSULTANT shall commence upon execution of d within <u>calendar days</u> from the effective date of this be grounds for Termination of both the Work Order and
Work Order Amount:	DOLLARS (\$)
IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated he	
ATTEST:	(THIS SECTION TO BE COMPLETED BY THE COUNTY)
	Ву:
, Secretary	, President
(CORPORATE SEAL)	Date:
***************************************	BOARD OF COUNTY COMMISSIONERS
WITNESSES:	SEMINOLE COUNTY, FLORIDA
(Procurement Analyst)	By:, Procurement Supervisor
	Date:
(Procurement Analyst)	As authorized by Section 8.153 Seminole County Administrative Code.
OC #	ON #

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Design of Minor	Seminole Count Projects w/Construc	•	,000,000
	PS-4388-09/VF	•	
	HNTB Project #49 Weighted Raw	584	
Classification	Hourly Rate	Multiplier	Billing Rate
Chief Engineer	\$78.26	2.84	\$222.25
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Project Manager	\$55.80	2.84	\$158.46
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Sr Project Engineer	\$45.14	2.84	\$128.21
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Project Engineer	\$37.04	2.84	\$105.19
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Planner	\$39.45	2.84	\$112.04
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Designer	\$33.57	2.84	\$95.33
	Weighted Raw Hourly Rate	Multiplier	Billing Rate
Clerical	\$25.42	2.84	\$72.20

Exhibit "D"

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of <u>PS- H388 - O1</u> * are accurate, complete, and current as of 10 - 23 - 04 (Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: HNTB Corporation

Signature: Name: GEORGE GILHODLET

Title: Passa Vico Prosident

Date of execution***: 11/3/09

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

CONTINUING CONSULTANT SERVICES AGREEMENT DESIGN OF MINOR PROJECTS WITH CONSTRUCTION COSTS LESS THAN \$1,000,000 (PS-4388-09/VFT)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between INWOOD CONSULTING ENGINEERS, INC., duly authorized to conduct business in the State of Florida, whose address is 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design of minor projects with construction costs less than \$1,000,000 in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to consultant services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Anv approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute a Truth in Negotiations Certificate, attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
 - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
 - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
 - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein. (b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(g) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law and Section 18 herein for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. Provided, however, CONSULTANT shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT's services.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature of whom CONSULTANT is legally liable under this Agreement. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) CONSULTANT my terminate this Agreement upon written notice to the COUNTY in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement; provided, however, COUNTY shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to CONSULTANT.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation Embloyer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall state that the Insurer shall endeavor to provide the COUNTY not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the insurance requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes. (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3)If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(C) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

Design of Minor Projects with Construction Costs Less Than \$1,000,000.00 (PS-4388-09/VFT) Page 17 of 24

(2) Commercial General Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate Three (3) Times the Personal & Advertising Injury Limit Each Occurrence Limit \$1,000,000.00

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies county dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures. (c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY. SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

For CONSULTANT:

Inwood Consulting Engineers, Inc. 3000 Dovera Drive, Suite 200 Oviedo, Florida 32765

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

INWOOD CONSULTING ENGINEERS, INC.

, Secretary

By:						
XXX	ANDREW	D.	DEWITT,	P.E.	,	
	Vice-Pı	cesi	ldent			
Same and	*					

Date:_____

(CORPORATE SEAL)

[Balance of this page left intentionally blank; County attestation on page 25 of 25] ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:____

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

Date:_____

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney AEC/lpk 11/13/09 12/10/09 12/24/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4388 Inwood.docx

Attachments: Exhibit A - Scope of Services

Exhibit B - Sample Work Order Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

	Exhit	oit	A	
			~~~~~~	 

## Scope of Services Continuous Professional Services Contract for Public Works Minor Projects

Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by. Construction costs of \$1,000,000 or study costs of \$50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
- Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies
- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

EXH	BIT	В

Board of County Commissioners SEMINOLE COUNTY, FLORID	A Work Order Number:
Master Agreement No.: Master Agreement Title: Project Title:	
Consultant: Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
the Master Agreement for Default.	
	DOLLARS (\$) le and executed this Work Order on this day of
Work Order Amount: IN WITNESS WHEREOF, the parties hereto have mac , 20, for the purposes stated h	DOLLARS (\$ )  le and executed this Work Order on this day of erein.  (THIS SECTION TO BE COMPLETED BY THE COUNTY)
Work Order Amount: IN WITNESS WHEREOF, the parties hereto have mac , 20, for the purposes stated h	DOLLARS (\$) le and executed this Work Order on this day of erein.
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Work Order Amount:	DOLLARS (\$ )  de and executed this Work Order on this day of erein. (THIS SECTION TO BE COMPLETED BY THE COUNTY) Consultant By:, President Date:
Work Order Amount:	DOLLARS (\$ )  de and executed this Work Order on this day of erein
Work Order Amount:	DOLLARS (\$ )  Ite and executed this Work Order on this day of erein.  (THIS SECTION TO BE COMPLETED BY THE COUNTY)  Consultant By:, President Date:, President BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
Work Order Amount: IN WITNESS WHEREOF, the parties hereto have mad , 20, for the purposes stated he ATTEST: , Secretary , Secretary (CORPORATE SEAL)	DOLLARS (\$)  de and executed this Work Order on this day of erein
Work Order Amount:	DOLLARS (\$)  de and executed this Work Order on this day of erein
Work Order Amount:	

# WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

Page 2 of 3

their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



## PS-4388-09/VFT

## DESIGN OF MINOR PROJECTS W/ CONSTRUCTION COSTS LESS THAN \$1,000,000

LABOR CATEGORY	RAW HOURLY RATE	MULTIPLIER	FINAL BILLING RATES
Principal	\$67.50	2.66	\$179.55
Project Manager	\$57.50	2.66	\$152.95
Senior Engineer	\$52.50	2.66	\$139.65
Project Engineer	\$38.38	2.66	\$102.09
Designer	\$26.75	2.66	\$71.16
Environmental Scientist	\$37.75	2.66	\$100.42
Administrative / Clerical	\$18.00	2.66	\$47.88

## **Multiplier Calculation**

Direct Raw Labor:	100.00%
Audited Overhead (General + Fringe):	139.65%
Subtotal Labor and Overhead:	239.65%

Profit @ 11% of 239.65%: 26.36% TOTAL: 266.01% TOTAL MULTIPLIER (Rounded): 2.66

This is to certify that the above contract rates will be utilized on this contract.

Indrew h

Andrew D. DeWitt, Vice President

10/30/2009 Date

# <u>"Truth in Negotiations" Certificate</u>

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055(5)(a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of <u>PS-4388-09*</u> are accurate, complete, and current as of <u>October 30, 2009</u> (Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:	Inwood Consulting Engineers, Inc.			
Signature: _	Eclut A Buck -			
Name:	Edwin H. Buck, III			
Title:	Executive Vice President, COO			

Date of execution***: <u>October 30, 2009</u>

* Identify the proposal, request for price adjustment, or other submission involve, giving the appropriate identifying number (e.g., PS No.)

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

## CONTINUING CONSULTANT SERVICES AGREEMENT DESIGN OF MINOR PROJECTS WITH CONSTRUCTION COSTS LESS THAN \$1,000,000 (PS-4388-09/VFT)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between PEGASUS ENGINEERING, LLC, duly authorized to conduct business in the State of Florida, whose address is 301 W. S.R. 434, Suite 309, Winter Springs, Florida 32701, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

## WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design of minor projects with construction costs less than \$1,000,000 in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to consultant services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

#### SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute a Truth in Negotiations Certificate, attached hereto as Exhibit D.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

## SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein. (b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(g) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

#### SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) accuracy, competence, methodology, technical accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this CONSULTANT shall, without additional compensation, correct Agreement. or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law and Section 18 herein for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

#### SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. Provided, however, CONSULTANT shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT's services.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature of whom CONSULTANT is legally liable under this Agreement. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) CONSULTANT my terminate this Agreement upon written notice to the COUNTY in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement; provided, however, COUNTY shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to CONSULTANT.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation Emotoyer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall state that the Insurer shall endeavor to provide the COUNTY not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the insurance requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes. (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

If during the period which an insurance company is (3)providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(C) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

## (1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

Design of Minor Projects with Construction Costs Less Than \$1,000,000.00 (PS-4388-09/VFT) Page 17 of 24

#### (2) Commercial General Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT(inclusive of any amounts provided by an Umbrella or Excess policy)shall be as follows:

### LIMITS

General Aggregate Three (3) Times the Personal & Advertising Injury Limit Each Occurrence Limit \$1,000,000.00

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

#### SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies county dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures. (c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

#### For COUNTY:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

#### For CONSULTANT:

Pegasus Engineering, LLC 301 W. S.R. 434, Suite 309 Winter Springs, Florida 32701

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

PEGASUS ENGINEERING, LLC

, Secretary

By: FURSAN MUJED, P.E., Principal Date:

(CORPORATE SEAL)

[Balance of this page left intentionally blank; County attestation on page 25 of 25]

#### ATTEST:

## BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

For use and reliance

legal sufficiency.

of Seminole County only.

Approved as to form and

Date:

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney AEC/lpk 11/13/09 12/10/09 12/24/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4388 Pegusus.docx

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

Exhibit A	

## Scope of Services Continuous Professional Services Contract for Public Works Minor Projects Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by construction costs of \$1,000,000 or study costs of \$50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
- Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies
- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

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Board of County Commissioners SEMINOLE COUNTY, FLORII	,
Master Agreement Title: Project Title:	Dated:
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
	hall be grounds for Termination of both the Work Order and
he Master Agreement for Default. Nork Order Amount: N WITNESS WHEREOF, the parties hereto have ma	DOLLARS (\$) nade and executed this Work Order on this day of
he Master Agreement for Default. Nork Order Amount:	DOLLARS (\$) nade and executed this Work Order on this day of
the Master Agreement for Default. Work Order Amount:	DOLLARS (\$) nade and executed this Work Order on this day of I herein.
he Master Agreement for Default. Nork Order Amount:	DOLLARS (\$) nade and executed this Work Order on this day of I herein.
he Master Agreement for Default.  Nork Order Amount:	DOLLARS (\$)  Date:
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  Dollars (\$)  Dade and executed this Work Order on this day of I herein.  (THIS SECTION TO BE COMPLETED BY THE COUNTY)  Consultant By:, President
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  DOLLARS (\$)  Date:
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  Dollars (\$)  Dade and executed this Work Order on this day of herein.  THIS SECTION TO BE COMPLETED BY THE COUNTY Consultant By: President Date:, President BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  Dollars (\$)  Dade and executed this Work Order on this day of therein.  THIS SECTION TO BE COMPLETED BY THE COUNTY  Consultant  By:, President  Date:, President BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA  By:, Procurement Supervisor
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  Dollars (\$)  Dade and executed this Work Order on this day of herein.  THIS SECTION TO BE COMPLETED BY THE COUNTY Consultant By: President Date:, President BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$)  Dollars (\$)  Dade and executed this Work Order on thisday of I herein.  (THIS SECTION TO BE COMPLETED BY THE COUNTY)  Consultant  By:  President  Date:, President  BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA  By:, Procurement Supervisor  Date:, As authorized by Section 8.153 Seminole

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

Page 2 of 3

their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



## Billing Rates & Wage Certification

Contract Number : PS-4388-09/VFT

Date: November 2, 2009

Labor Category	Raw Hour	ly Rate	Multiplier	Billing Ra	ate
Project Manager	\$	51.50	2.73	\$	140.60
Senior Project Engineer	\$	51.50	2.73	\$	140.60
Project Engineer	\$	38.25	2.73	\$	104.42
Senior Designer	\$	25.40	2.73	\$	69.34
Cadd Technician	\$	18.75	2.73	\$	51.19
Clerical	\$	17.50	2.73	\$	47.78

I Certify that the wage rates listed for employees are current as of this date.

? Fursan Munjed, P Principal

11/2/09

Date

# "Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of <u>PS-4388-09/VFT</u> * are accurate, complete, and current as of  $\frac{11/02/2009}{(Date)^{**}}$ .

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:	Pegasus	Engineering,	LLC	
Signatu	re:	FMlu	inf	 
Name:_	Fursan	Munjed, P.E.		

Title: Principal

Date of execution***: 11/02/2009

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing. (End of certificate)

## CONTINUING CONSULTANT SERVICES AGREEMENT DESIGN OF MINOR PROJECTS WITH CONSTRUCTION COSTS LESS THAN \$1,000,000 (PS-4388-09/VFT)

THIS AGREEMENT is made and entered into this ______ day of ______, 20____, by and between PROFESSIONAL ENGINEERING CONSULTANTS, INC., duly authorized to conduct business in the State of Florida, whose address is 200 East Robinson Street, Orlando, Florida 32801, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

### WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design of minor projects with construction costs less than \$1,000,000 in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to consultant services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

## SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

AUTHORIZATION FOR SERVICES. SECTION 3. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute a Truth in Negotiations Certificate, attached hereto as Exhibit D.

#### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

# SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein. (b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(g) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

### SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law and Section 18 herein for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

### SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. Provided, however, CONSULTANT shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT's services.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature of whom CONSULTANT is legally liable under this Agreement. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) CONSULTANT my terminate this Agreement upon written notice to the COUNTY in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement; provided, however, COUNTY shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to CONSULTANT.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not employment; upgrading, demotion or be limited to, the following: transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT.

# SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall state that the Insurer shall endeavor to provide the COUNTY not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT shall provide COUNTY with a renewal CONSULTANT, or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the insurance requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes. (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

If during the period which an insurance company is (3)insurance coverage required by this Agreement, an providing the insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

SPECIFICATIONS. Without limiting any of the other (C)obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Except as otherwise specified in the Agreement, the subsection. insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement The amounts and types of insurance shall conform to completion date. the following minimum requirements.

# (1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

Design of Minor Projects with Construction Costs Less Than \$1,000,000.00 (PS-4388-09/VFT) Page 17 of 24

### (2) Commercial General Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

### LIMITS

General Aggregate Three (3) Times the Personal & Advertising Injury Limit Each Occurrence Limit \$1,000,000.00

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

### SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures. (c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

### SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY. SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit: For COUNTY:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

### For CONSULTANT:

Professional Engineering Consultants, Inc. 200 E. Robinson Street Orlando, Florida 32801

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

PROFESSIONAL ENGINEERING CONSULANTS, INC.

KENNETH R. HOOPER, President

(CORPORATE SEAL)

, Secretary

[Balance of this page left intentionally blank; County attestation on page 25 of 25]

Date:____

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_____

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

For use and reliance

legal sufficiency.

of Seminole County only.

Approved as to form and

Date:_____

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney AEC/lpk 11/13/09 12/10/09 12/24/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4388 PEC.docx

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

Exhibit	A

# Scope of Services Continuous Professional Services Contract for Public Works Minor Projects Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by construction costs of \$1,000,000 or study costs of \$50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
- Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies
- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

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EXH	1	BĽ	Г	в

Board of County Commissioners SEMINOLE COUNTY, FLORID	WORK ORDER           Work Order Number:
Master Agreement No.: Master Agreement Title: Project Title:	Dated:
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
N WITNESS WHEREOF, the parties hereto have made	e and executed this Work Order on this day of
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IN WITNESS WHEREOF, the parties hereto have made , 20, for the purposes stated he ATTEST: , Secretary (CORPORATE SEAL)	e and executed this Work Order on this day of rein. (THIS SECTION TO BE COMPLETED BY THE COUNTY) Consultant By:, President Date:
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# WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

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their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

# Professional Engineering Consultants, Inc. Salary Rates PS-4388-09/VFT

Labor Category	Raw Hourly Rate	Multiplier	Billing Rate
Officer	\$60.00	2.9	\$174.00
Project Manager	\$55.00	2.9	\$159.50
Senior Project Engineer	\$52.00	2.9	\$150.80
Project Engineer	\$33.00	2.9	\$95.70
Senior Designer	\$30.00	2.9	\$87.00
CADD Designer / Technician	\$22.00	2.9	\$63.80
Planning Manager	\$28.00	2.9	\$81.20
Word Processing	\$23.00	2.9	\$66.70
Survey			
2-Man Crew	\$33.00	2.9	\$95.70
3-Man Crew	\$47.00	2.9	\$136.30
4-Man Crew	\$56.00	2.9	\$162.40
Surveyor / Mapper PSM	\$37.00	2.9	\$107.30

I hereby certify that the current salary / hourly rates shown above are the true and accurate rates being paid to the employees as of their recent effective payroll date.

D.O. eunt 6900

//-/2-09 Date

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Kenneth R. Hooper, President

# **<u>"Truth in Negotiations" Certificate</u>**

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of <u>PS-4388</u> - <u>09</u> * are accurate, complete, and current as of <u>October 26, 2009</u> (Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: Professional Engineering Consultants, Inc.

met Signature:

Name: Kenneth R. Hooper

Title: President

Date of execution***: October 26, 2009

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing. (End of certificate)

# CONTINUING CONSULTANT SERVICES AGREEMENT DESIGN OF MINOR PROJECTS WITH CONSTRUCTION COSTS LESS THAN \$1,000,000 (PS-4388-09/VFT)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between REYNOLDS SMITH AND HILLS, INC., duly authorized to conduct business in the State of Florida, whose address is 1000 Legions Place, Suite 800, Orlando, Florida 32801, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

### WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design of minor projects with construction costs less than \$1,000,000 in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to consultant services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

# SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Anv approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto Each Work Order shall describe the services required, as Exhibit B. state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute a Truth in Negotiations Certificate, attached hereto as Exhibit D.

### SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

- D. Meals shall not exceed:
  - 1. Breakfast: \$6.00 without receipts \$10.00 with receipts;
  - 2. Lunch: \$11.00 without receipts \$13.00 with receipts;
  - 3. Dinner: \$19.00 without receipts \$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

# SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein. (b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(f) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(g) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

### SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

### SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law and Section 18 herein for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

### SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. Provided, however, CONSULTANT shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT's services.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature of whom CONSULTANT is legally liable under this Agreement. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) CONSULTANT my terminate this Agreement upon written notice to the COUNTY in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement; provided, however, COUNTY shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to CONSULTANT.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; <u>layoff</u> or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT.

#### SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation Embloyer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall state that the Insurer shall endeavor to provide the COUNTY not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the insurance requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes. (2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

If during the period which an insurance company is (3)providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(C)SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Except as otherwise specified in the Agreement, the subsection. insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

#### (1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

Design of Minor Projects with Construction Costs Less Than \$1,000,000.00 (PS-4388-09/VFT) Page 17 of 24

#### (2) Commercial General Liability.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

#### LIMITS

General Aggregate Personal & Advertising Injury Limit Each Occurrence Limit \$1,000,000.00

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

#### SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures. (c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY. SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

#### For COUNTY:

Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

#### For CONSULTANT:

Reynolds, Smith & Hills, Inc. 1000 Legion Place, Suite 800 Orlando, Florida 32801

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

REYNOLDS, SMITH AND HILLS, INC.

, Secretary

By: JAMES R. AVITABLE, P.E., Vice-President

(CORPORATE SEAL)

[Balance of this page left intentionally blank; County attestation on page 25 of 25]

Date:____

#### ATTEST:

MARYANNE MORSE

#### BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_____

BOB DALLARI, Chairman

Date:

For use and reliance of Seminole County only.

Seminole County, Florida.

Clerk to the Board of County Commissioners of

Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney AEC/lpk 11/13/09 12/10/09 12/24/09 P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-4388 RS&H.docx

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule Exhibit D - Truth in Negotiations Certificate

Exhibit A	
· · · · · · · · · · · · · · · · · · ·	

#### Scope of Services

#### Continuous Professional Services Contract for Public Works Minor Projects Construction Cost Less than One Million Dollar

Seminole County is requesting continuing services for professional services as defined by Florida Statue 287.055 (CCNA). Under CCNA, work orders are currently limited by. Construction costs of \$1,000,000 or study costs of \$50,000.

It is Seminole County's desire to retain multiple consultants to perform, but not be limited to construction plan preparation and environmental and drainage permitting for minor projects. Some projects will require preliminary and final design phases and intensive sub-basin and environmental permitting.

The work orders under this contract will be inclusive of surveying, soil and geotechnical analysis, structure analysis, traffic analysis and any other analysis that would be needed to produce a set of construction plans. The projects will include but not limited to:

- Roadway Reconstruction Projects
- Roadway Traffic Safety Projects
- Sidewalk Projects
- Intersection Improvements
- Bridge replacements
- Stormwater/Water Quality Improvement Projects
- Stormwater Basin Studies
- Traffic signal design
- Traffic Studies
- Preliminary Engineering Studies
- ITS Services (includes fiber infrastructure as-built development, GPS services and fiber attachment agreements)
- Other Miscellaneous Roadway Improvements

. . .

EXH	<b>I</b> B	Т	R

Board of County Commissioners SEMINOLE COUNTY, FLORID	A Work Order Number:
Master Agreement No.: Master Agreement Title: Project Title:	Dated:
Consultant:Address:	
ATTACHMENTS TO THIS WORK ORDER: [ ] drawings/plans/specifications [ ] scope of services [ ] special conditions [ ]	METHOD OF COMPENSATION: [ ] fixed fee basis [ ] time basis-not-to-exceed [ ] time basis-limitation of funds [ ] retainage shall be withheld
Mork Order, Failure to most the completion time chal	ed within <u>calendar days</u> from the effective date of this If be grounds for Termination of both the Work Order and
the Master Agreement for Default. Work Order Amount:	
the Master Agreement for Default. Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of
the Master Agreement for Default. Work Order Amount: IN WITNESS WHEREOF, the parties hereto have mad , 20, for the purposes stated he	DOLLARS (\$) e and executed this Work Order on this day of erein.
the Master Agreement for Default. Work Order Amount: IN WITNESS WHEREOF, the parties hereto have mad , 20, for the purposes stated he	DOLLARS (\$) e and executed this Work Order on this day of erein.
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of erein. (THIS SECTION TO BE COMPLETED BY THE COUNTY) Consultant By:, President Date:
the Master Agreement for Default. Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of erein. (THIS SECTION TO BE COMPLETED BY THE COUNTY) Consultant By:, President
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of erein
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of erein
the Master Agreement for Default.  Work Order Amount:	DOLLARS (\$) e and executed this Work Order on this day of erein. (THIS SECTION TO BE COMPLETED BY THE COUNTY) Consultant By:

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

Page 2 of 3

their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

# REYNOLDS, SMITH AND HILLS, INC. AVERAGE RATE BY CLASSIFICATION

(May 2009 - May 2010)

JOB CLASSIFICATION	Raw Rate	Total Acceptable Multiplier	roposed Hourly Rate
Project Officer, Director, QA/QC	\$ 76.64	2.9	\$ 222.24
Chief Engineer	\$ 61.01	2.9	\$ 176.93
Project Manager	\$ 53.20	2.9	\$ 154.28
Senior Engineer / Senior Planner	\$ 53.02	2.9	\$ 153.76
Senior Environmentalist / Senior Designer II	\$ 40.45	2.9	\$ 117.29
Engineer/Architect/Senior Designer	\$ 36.78	2.9	\$ 106.65
Engineering Intern/Designer	\$ 28.28	2.9	\$ 82.00
Admin/Clerical	\$ 20.42	2.9	\$ 59.22

# "Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- 4388-09 * _____ are accurate, complete, and current as of October 28, 2009 ⊤(Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:	Reynolds	Smith	and	Hills, Inc	

Signature: <u>James R. Avitabile</u> Name: <u>James R. Avitabile</u>

Title: Vice President

Date of execution***:  $O_c f. 29, 2009$ 

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

	SAMPLE MU	ILTIPLIER COMPUTATION		
(a)	Direct Labor Cost	\$219,575.00		<u>100%</u>
(b)	GA & O Cost* Allowable GA & O Costs Direct Labor Cost	<u>\$285,565.00</u> \$219,575.00	-quanta -surge	<u>130.05%</u>
(c)	Fringe Benefit Cost Fringe Benefits Cost Direct Labor Cost	<u>\$60,264.00</u> \$219,575.00		<u>27.45%</u>
(d)	Total of (a), (b), & (c)	Combined Rate	arrest metho	<u>257.50%</u>
(e)	Profit	10% of 257.50%	=	<u>25.75%</u>
(f)	Total Multiplier	(257.50% + 25.75%)/100	<u></u>	<u>2.83 M</u>

Multiplier Computation Br FIRM NAME:	Cost	Function	Actual	County CAP (If Required)
(a) Direct Labor Cost	\$ 171,325,996	100.00%	<u>100.00%</u>	<u>100.00%</u>
(b) GA & O Cost *				
Allowable GA & O Costs	\$ 180,651,562	divide (/)	105.44 %	
Direct Labor Cost	\$ 171,325,940			
(c) Fringe Benefit Cost				
Fringe Benefit Cost	\$ 85,71do,231	divide (/)	50.06 %	
Direct Labor Cost	\$ 171,325,9460	r		
MAX 162.00% (b+c)	Combined Rate	Sub-Total	155.50 %	<u>162.00%</u>
			2 2 4 60	
(d) Total of (a) + Sub-Total (c)	Combined Rate	sum (+)	255. ⁵⁰ %	262.00
		0001/04	28."%	20.22
(e) Profit (% of d) =	28.1 %	<u>38,'\%</u>	<u>28. %</u>	28.22
(MAX 11.00%)	(d)			(11.00%)
(f) Total Multiplier	Combined Rate	sum(+);	2.84	
Total of [(d+e)/100]		divide (/)	2. 0 1	2.90

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of  $\underline{2.90}$ , then the County's multiplier of  $\underline{2.90}$  will be used under this Agreement.

11/3/09 Name & Title Date

Revised 4-7-09. BLH

Date Page | 1 Enclosure (1)

Inwood



# PS-4388-09/VFT

# Design of Minor Projects w/ Constructions Costs Less Thank \$1,000,001

Multiplier Computation B	reakdown Indicated As	Percentage of	Direct Labor	Costs:
FIRM NAME: Inwood Consulting Engineers, Inc.	Cost	Function	Actual	County CAP (If Required)
(a) Direct Labor Cost	\$ 2,459,148.00	100.00%	100.00%	100.00%
(b) GA&O Cost*				
Allowable GA&O Costs	\$ 2,419,506.00	divide (/)	98.39%	
Direct Labor Cost	\$ 2,459,148.00	·		
(c) Fringe Benefit Cost				
Fringe Benefit Cost	\$ 1,014,757.00	divide (/)	41.26%	
Direct Labor Cost	\$ 2,459,148.00	·		
MAX 162.00% (b+c)	Combined Rate	Sub-Total	139.65%	162.00%
		·····		
(d) Total of (a) + Sub-Total (c)	Combined Rate	sum (+)	239.65%	262.00%
(e) Profit (% of d) =	239.65%	11%	26.36%	28.22%
(MAX 11.00%)	(d)			(11.00%)
(f) Total Multiplier	Combined Rate	sum(+);		
Total of [(d+e)/100]		divide(/)	2.66	2.90

ACTUAL MULTIPLIER COMPUTATION

Based on most recent year's audit: 2008

I hereby certify that to the best of my knowledge the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of 2.90 then the County's multipler of 2.90 will be used under this Agreement.

<u>10/30/2009</u> Date Andrew DeWitt Name & Title Andrew DeWit

Vice President

SOLO Dovera Drive, Suite 200

0407/9748550

Qviedio, FL 6/27/65

4407.974.5955

	MULTIPLIER COMPUTATION P				
(a)	Direct Labor Cost	\$2,782,110		<u>100%</u>	
(b)	GA & O Cost* Allowable GA & O Costs Direct Labor Cost	<u>\$4,048,388</u> \$2,782,110		<u>145.51%</u>	
(c)	Fringe Benefit Cost Fringe Benefits Cost Direct Labor Cost	<u>\$1,319,698</u> \$2,782,110	=	<u>47.43%</u>	
(d)	Total of (a), (b), and (c)	Combined Rate		<u>292.94%</u>	
(e)	Profit	11% of 292.94%	=	<u>32.22%</u>	
(f)	Total Multiplier	(29.294% + 32.22%) / 100		<u>3.25M</u>	

# **ACTUAL MULTIPLIER COMPUTATION**

# Multiplier Computation Breakdown Indicated As Percentage of Direct Labor Costs:

FIRM NAME: PROFESSIONAL ENGINEERING CONSULTANTS, INC.	COST	FUNCTION	ACTUAL	County CAP (If Required)
(a) Direct Labor Cost	<u>\$2,782,110</u>	100.00%	100.00%	100.00%
(b) GA & O Cost*				
Allowable GA & O Costs	<u>\$4,048,388</u>	divide (/)	<u>145.51%</u>	
Direct Labor Cost	<u>\$2,782,110</u>			
(c) Fringe Benefit Cost				
Fringe Benefit Cost	<u>\$1,319,698</u>	divide (/)	<u>47.43%</u>	
Direct Labor Cost	<u>\$2,782,110</u>			
MAX 162.00% (b+c)	Combined Rate	Sub-Total	<u>192.94%</u>	<u>162.00%</u>
(d) Total of (a) + Sub-Total (c)	Combined Rate	sum (+)	<u>292.94%</u>	<u>262.00%</u>
		110/	22.220	
(e) Profit (% of d) =	<u>292.94%</u>	<u>11%</u>	<u>32.22%</u>	<u>28.22%</u>
(MAX 11.00%)	(d)			(11.00%)
(f) Total Multiplier	Combined Rate	sum(+);		
Total of [(d+e)/100]		divide (/)	3.25	2.90

* Based on most recent year's audit 2008

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allow multiplier of 2.90, then the County's multiplier of 2.90 will be used under this

Agreement. October 26, 2009 mot Kenneth R. Hooper, President Date

	SAMPLE MU	LTIPLIER COMPUTATION		
(a)	Direct Labor Cost	\$219,575.00	ilete alter	<u>100%</u>
(b)	GA & O Cost* Allowable GA & O Costs Direct Labor Cost	<u>\$285,565.00</u> \$219,575.00	Ξ	<u>130.05%</u>
(C)	Fringe Benefit Cost Fringe Benefits Cost Direct Labor Cost	<u>\$60,264.00</u> \$219,575.00	-	<u>27.45%</u>
(d)	Total of (a), (b), & (c)	Combined Rate	Marine Labelie	257.50%
(e)	Profit	10% of 257.50%	<del></del>	<u>25.75%</u>
(f)	Total Multiplier	(257.50% + 25.75%)/100	=	<u>2.83 M</u>

# ACTUAL MULTIPLIER COMPUTATION

#### Multiplier Computation Breakdown Indicated As Percentage of Direct Labor Costs: County CAP FIRM NAME: Actual Function Cost (If Required) \$ 271,753 100.00% 100.00% 100.00% (a) Direct Labor Cost (b) GA & O Cost * 302,750 111.41 % divide (/) \$ Allowable GA & O Costs 271,753 Direct Labor Cost (c) Fringe Benefit Cost 34.71 % \$ 94,331 divide (/) Fringe Benefit Cost 271,753 \$ **Direct Labor Cost** 146.12 % 162.00% Sub-Total **Combined Rate** MAX 162.00% (b+c) 246.12 % 262.00% sum (+) (d) Total of (a) + Sub-Total (c) Combined Rate 27.07 246.12 % % 28.22% 11 % (e) Profit (% of d) = (11.00%) (d) (MAX 11.00%) **Combined Rate** sum(+); (f) Total Multiplier 2.73 2.90 divide (/) Total of [(d+e)/100]

* Based most recent year's audit 2008

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of **2.90**, then the County's multiplier of **2.90** will be used under this Agreement.

Fursan Munjed, Principal - 11/02/2009

	Name	& Title	Da	ate
Revised 4-7-09.	BLH		´ Pa	ge   1

Enclosure (1)

	SAMPLE	MULTIPLIER COMPUTATION		
(a)	Direct Labor Cost	\$219,575.00		<u>100%</u>
(b)	GA & O Cost* Allowable GA & O Costs Direct Labor Cost	<u>\$285,565.00</u> \$219,575.00	-	<u>130.05%</u>
(c)	Fringe Benefit Cost Fringe Benefits Cost Direct Labor Cost	<u>\$60,264.00</u> \$219,575.00	=	<u>27.45%</u>
(d)	Total of (a), (b), & (c)	Combined Rate	=	<u>257.50%</u>
(e)	Profit	10% of 257.50%		<u>25.75%</u>
(f)	Total Multiplier	(257.50% + 25.75%)/100	=	<u>2.83 M</u>

#### ACTUAL MULTIPLIER COMPUTATION

#### Multiplier Computation Breakdown Indicated As Percentage of Direct Labor Costs:

FIRM NAME:	Cost	Function	Actual	County CAP (If Required)
(a) Direct Labor Cost	<u>\$</u> 30,280,284	100.00%	<u>100.00%</u>	<u>100.00%</u>
(b) GA & O Cost *				
Allowable GA & O Costs	<u>\$</u> 39,408,178	divide (/)	130.14 <u>%</u>	
Direct Labor Cost	<u>\$</u> 30,280,284			
(c) Fringe Benefit Cost				
Fringe Benefit Cost	<u><b>\$</b></u> 15,883,121	divide (/)	52.45 <u>%</u>	
Direct Labor Cost	<u>\$</u> 30,280,284	-		
MAX 162.00% (b+c)	Combined Rate	Sub-Total	182.59 <u>%</u>	<u>162.00%</u>
(d) Total of (a) + Sub-Total (c)	Combined Rate	sum (+) [	282.59 <u>%</u>	262.00%
	F	······		
(e) Profit (% of d) =	<u>11.0 %</u>	<u>%</u>	<u>31.08 %</u>	28.22%
(MAX 11.00%)	(d)			(11.00%)
(f) Total Multiplier	Combined Rate	sum(+);		
Total of [(d+e)/100]		divide (/)	3.13 %	2.90
* Deard most moont veer's oudit 2	222 I			

* Based most recent year's audit 2009

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of **2.90**, then the County's multiplier of **2.90** will be used under this Agreement.

<u>Jutable Vice President</u> 11/04/69 Name & Title Date

Enclosure (1)

Revised 4-7-09. BLH

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Page 5 of 5

# Item #6

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Substantial Amendment to the 2008-2009 One-Year Action Plan to Make Changes</u> to the Neighborhood Stabilization Program (NSP)

DEPARTMENT: Community Services	DIVISION: Community Assistanc	<u>e</u>
AUTHORIZED BY: Michele Saunders	CONTACT: Pamela Martin	EXT: <u>2302</u>

# **MOTION/RECOMMENDATION:**

Approve and authorize Community Assistance Division staff to submit the attached proposed Neighborhood Stabilization Program amendments to the U.S. Department of Housing and Urban Development (HUD) for approval.

County-wide

Buddy Balagia

# BACKGROUND:

The Community Development Office of the Community Assistance Division has been administering and implementing the Neighborhood Stabilization Program (NSP) since June, 2009. Three (3) activities have been used to procure housing, both owner and rental, for low, moderate, and middle income households.

- Soft Second Mortgage Activity -- Direct assistance to income-eligible homebuyers.
- Acquisition, Rehabilitation, and Resale -- Assistance through four (4) procured contractors/developers to assist income-eligible households in locating housing for purchase. In this activity, the contractors purchase the units, rehabilitate them, and resell them to qualified homebuyers.
- Acquisition and Rental -- Assistance through two (2) procured contractors/developers to provide affordable rental housing to extremely low and low income households. In this activity, the contractors purchase the units, rehabilitate them, and offer them for rent to low income households for twenty (20) years. As an option, the contractors may sell or donate rehabilitated units to local County-approved nonprofit organizations for use as affordable rental units.

In the administration of the NSP, Community Development staff proposes to make particular amendments to the locally-adopted requirements to facilitate the provision of affordable housing and to better fit the market. Attached is a revised version of the proposed amendments for the Board's approval. Changes are minimal and summarized as follows:

- Additional areas were added for NSP participation (see added Maps 17 through 20), including an area in Oviedo.
- The limit for NSP-funded rehabilitation is increased from \$15,000 to \$25,000 when necessary on a case by case basis, to accommodate increased costs associated with energy efficient measures.

- Rents are more specifically defined in the text, as follows:
  - Units set aside for Extremely Low Income households are capped at 75% of the Low HOME Rent, less the appropriate and current Utility Allowance.
  - Units set aside for Low Income households are capped at 65% of the Fair Market Rent, less the appropriate and current Utility Allowance.
  - Units set aside for Moderate Income households are capped at 80% of the Fair Market Rent, less the appropriate and current Utility Allowance.
- The NSP activity allocation was adjusted to better meet the demands of clientèle.
- Other clean-up items.

Public comments were solicited from November 30, 2009 through December 14, 2009, and no comments were received. Upon approval by the Board, the proposed amendments will be submitted to the U.S. Department of Housing & Urban Development (HUD) for final approval.

# **STAFF RECOMMENDATION:**

Staff recommends Board approval and authorization for the Community Assistance Division staff to submit the attached proposed Neighborhood Stabilization Program amendments to the U.S. Department of Housing and Urban Development (HUD) for approval.

# ATTACHMENTS:

1. NSP Amendment

Additionally Reviewed By:	
County Attorney Review ( Arnold Schneider	)

# SEMINOLE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM SUBSTANTIAL AMENDMENT

Jurisdiction: Seminole County, FL	NSP Contact Person: Buddy Balagia
	Address: 534 W. Lake Mary Blvd.
Jurisdiction Web Address:	Sanford, FL 32773
www.seminolecountyfl.gov	Telephone: 407-665-2389
	Fax: 407-665-2399
	Email: bbalagia@seminolecountyfl.gov

# A. AREAS OF GREATEST NEED

Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

*Note:* An NSP substantial amendment must include the needs of the entire jurisdiction(s) covered by the program; states must include the needs of communities receiving their own NSP allocation. To include the needs of an entitlement community, the State may either incorporate an entitlement jurisdiction's consolidated plan and NSP needs by reference and hyperlink on the Internet, or state the needs for that jurisdiction in the State's own plan. The lead entity for a joint program may likewise incorporate the consolidated plan and needs of other participating entitlement jurisdictions' consolidated plans by reference and hyperlink or state the needs for each jurisdiction in the lead entity's own plan.

HUD has developed a foreclosure and abandonment risk score to assist grantees in targeting the areas of greatest need within their jurisdictions. Grantees may wish to consult this data [LINK – to HUD USER data], in developing this section of the Substantial Amendment.

# Response:

In order to identify the geographic areas with the greatest need within the county, the past foreclosure data was obtained and broken down by city and neighborhood/condominium complex. Neighborhoods and condominium complexes experiencing the largest share of past foreclosures were identified. The past foreclosure data parallels the HUD NSP Foreclosure Census Track risk data downloaded from the HUD Website.

Based on the NSP established criteria, Seminole County will target areas identified with "Estimated Foreclosure Abandonment Risk Scores" of 10, 9, and 8, as depicted on Map 2. The breakdown of the individual target areas are shown in greater detail on Maps 4 through 20 and are defined as follows:

- Sanford Area (Maps 4 through 8, and 17)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12, and 19)
- Altamonte Area (Maps 13 through 15, and 20)
- Winter Park Area (Map 16)
- Oviedo (Map 18)

Even though a small percentage of the selected Census Tracts are not identified as low or moderate income eligible; any homes selected for acquisition will be in foreclosure impacted LMMI (Low/Moderate/Middle Income) neighborhoods.

*The geographic areas of Seminole County most impacted by foreclosure between August 1, 2007 and September 30, 2008, are broken down by place and home type, as follows:* 

Post Office Location	No. of Foreclosed Single Family Homes per MLS Data	No. of Foreclosed Condos per MLS Data	Total Number of Foreclosures
Sanford	596	50	646
Altamonte Springs	278	343	621
Oviedo	250	92	342
Longwood	242	91	333
Winter Springs	251	13	264
Casselberry	219	35	254
Lake Mary	160	85	245
Chuluota	36	0	36
Fern Park	18	1	19
Geneva	13	0	13
Heathrow	3	1	4
Lake Monroe	1	0	1
Total	2,067	711	2,778

TABLE 1- Number of Home Foreclosures between August 1, 2007 and September30, 2008 on Homes with a Last Sales Price of \$250,000 and below.

Neighborhoods are further broken down as follows (only neighborhoods and subdivisions with 8 or more foreclosures are included):

POST OFFICE LOCATION	IABLE 2       NEIGHBORHOODS	No. of Foreclosed Homes per MLS Data
Sanford	SOUTH OF DOWNTOWN	35
	DREAM WORLD	27
	CELERY LAKES	22
	MAGNOLIA CLUB	15
	COUNTY CLUB MANOR	13
	WOODMERE PARK	13
	RETREAT @ TWIN LAKES	11
	PLACID WOODS	11
	PALM POINT	10
	BUENA VISTA ESTATES	9
	CELERY KEY	8
	WOODRUFFS	8
	BEL-AIRE	8
	BAKERS CROSSING	8
	BRYNHAVEN	8
	SUNLAND ESTATES	8
	PRESERVE @ LAKE MONROE	8
	PLACID LAKES	8
Altamonte Springs	SAN LANDO/SAN LANDO SPRINGS	39
	WEATHERSFIELD	19
	OAKLAND HILLS/VILLAGE	14
	LAKE HARRIET ESTATES	10
	GRANADA SOUTH	9
Winter Springs	NORTH ORLANDO/TERRACE/RANCHES	23
	WILDWOOD	15
	DEER SONG	9
Oviedo	ALAFAYA WOODS	21
Longwood	LONGDALE	19
Casselberry	CAMALOT	17
	HEFTLER HOMES	9
	DEVON PLACE	8
Lake Mary	EGRETS LANDING	8
Chuluota	NORTH CHULUOTA	20

TABLE 2

Although the following table depicts the impact of recent foreclosures upon some condominium developments in Seminole County as relatively severe, the County will avoid purchasing condominiums for resale due to the following reasons:

- The required maintenance fee is often excessive, and many have no reasonable annual cap increases.
- At times, a condominium complex will impose special assessments in addition to the monthly/annual maintenance fee, when unusual damage occurs or their working capital runs low, caused in part, by the non-payment of assessments and maintenance fees by distressed unit owners. This can be an unbearable burden for lower income owners.
- In condominium developments experiencing numerous foreclosures, the above two issues are exacerbated.

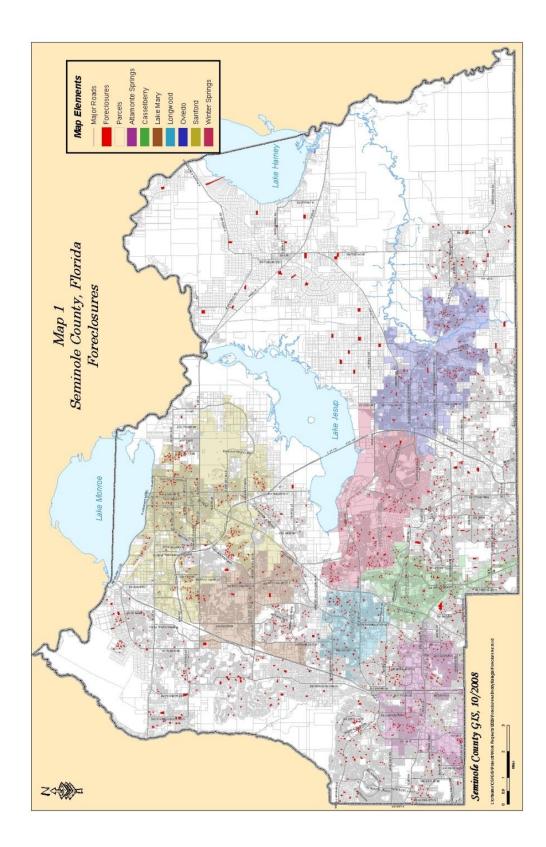
IABLE 3			
CONDOMINIUM	POST OFFICE LOCATION	No. of Foreclosed Condos per MLS Data	
VILLAS @ LAKESIDE	Oviedo	91	
SABAL POINT	Longwood	60	
REGENCY PARK @ LAKE MARY	Lake Mary	58	
CRESENT PLACE	Altamonte Springs	55	
LAKEWOOD PARK	Altamonte Springs	53	
BONA VISTA	Altamonte Springs	33	
OASIS AT PEARL LAKE	Altamonte Springs	23	
WATERSIDE CRANES			
ROOST	Altamonte Springs	22	
THE LANDINGS	Altamonte Springs	20	
HIDDEN SPRINGS	Altamonte Springs	14	
STONE CREEK @ WEKIVA	Altamonte Springs	14	
NOTTING HILL	Lake Mary	13	
CABANA KEY	Casselberry	13	
WINDSOR @ SABAL WALK	Longwood	12	
ARBOR LAKES	Sanford	12	
BRANTLEY TERRACE	Altamonte Springs	11	
COUNTRY WALK	Altamonte Springs	10	
FLAGSHIP PARK	Sanford	10	
OXFORD SQUARE	Casselberry	10	

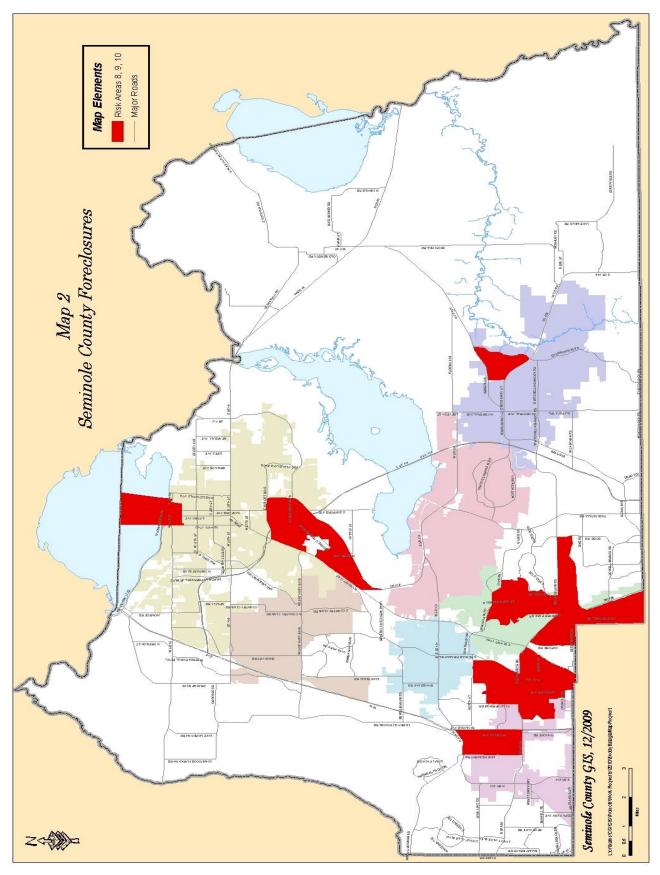
TABLE 3

Map 1 depicts the past foreclosure data detail that was summarized in Tables 1 through 3. Map 2 depicts the impact of foreclosures upon isolated Census Tracts/Block Groups within the County for all areas with Estimated Foreclosure Abandonment Risk Scores of 8, 9, and 10. Map 3 is deleted.

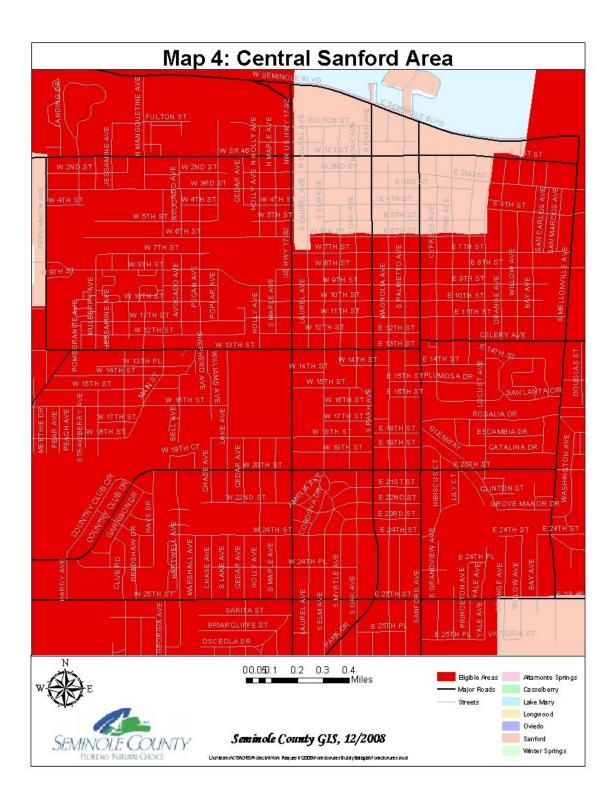
Maps 4 through 20 show the individual Target Areas identified for inclusion for assistance with NSP funds. Those target areas are defined as follows:

- Sanford Area (Maps 4 through 8, and 17)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12, and 19)
- Altamonte Area (Maps 13 through 15, and 20)
- Winter Park Area (Map 16)
- Oviedo (Map 18)

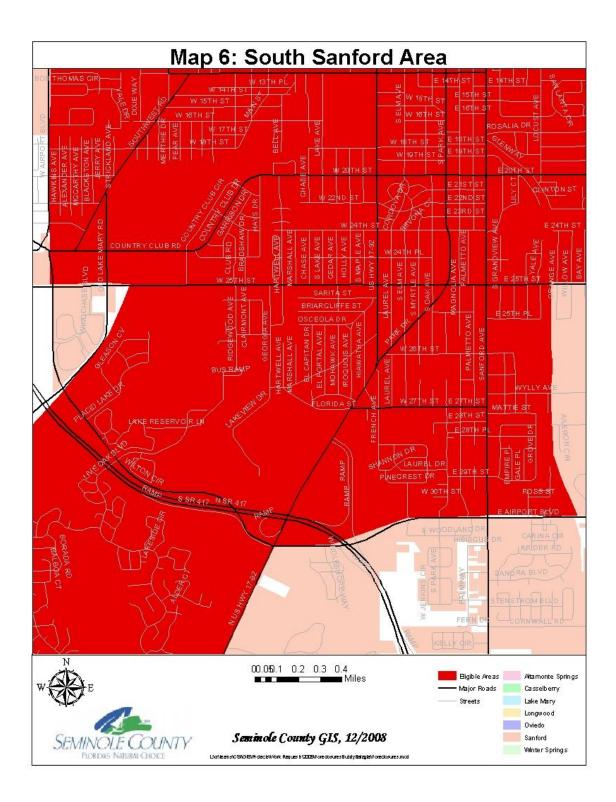


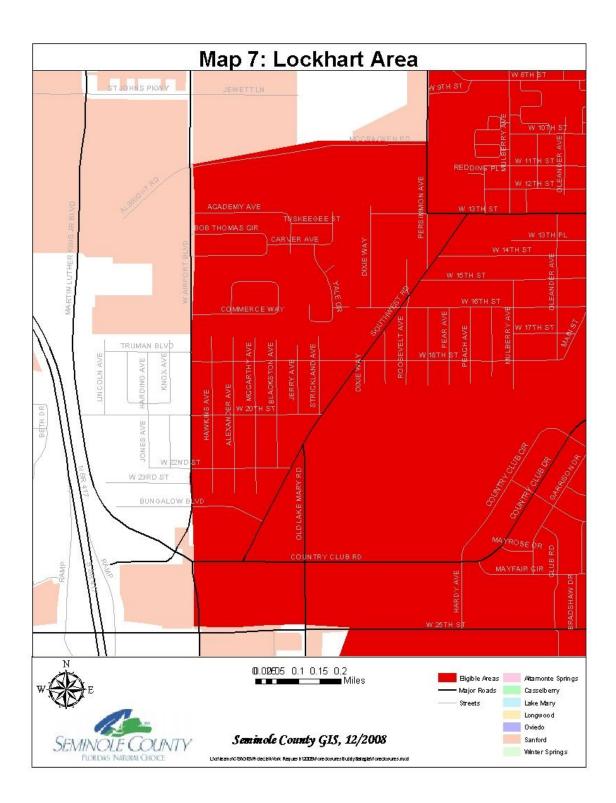


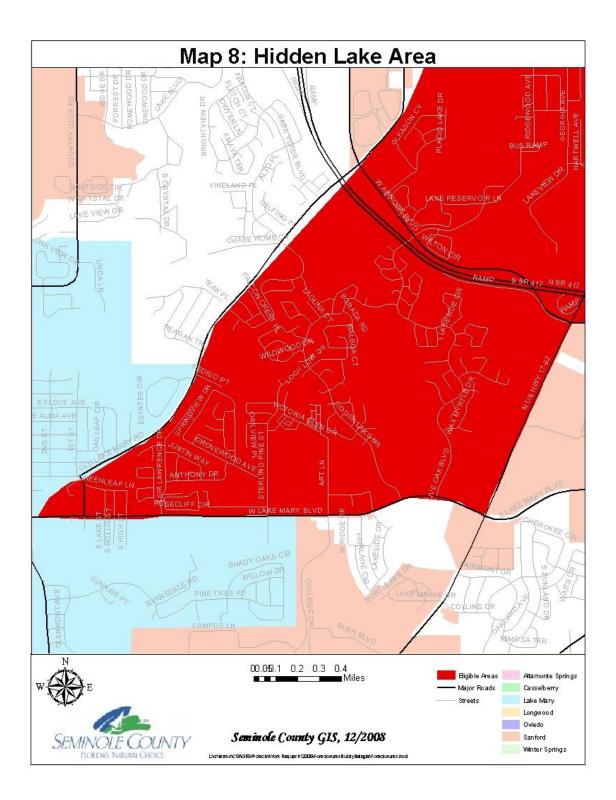
MAP 3 - DELETED

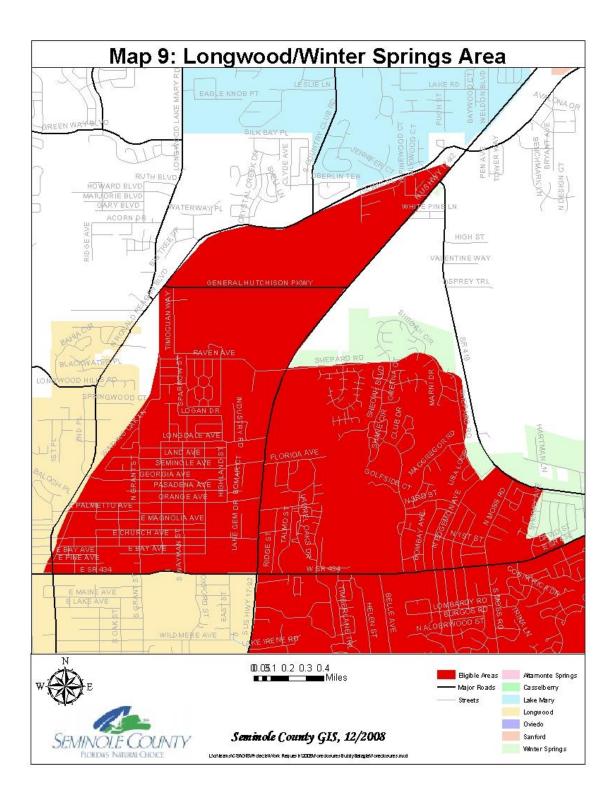


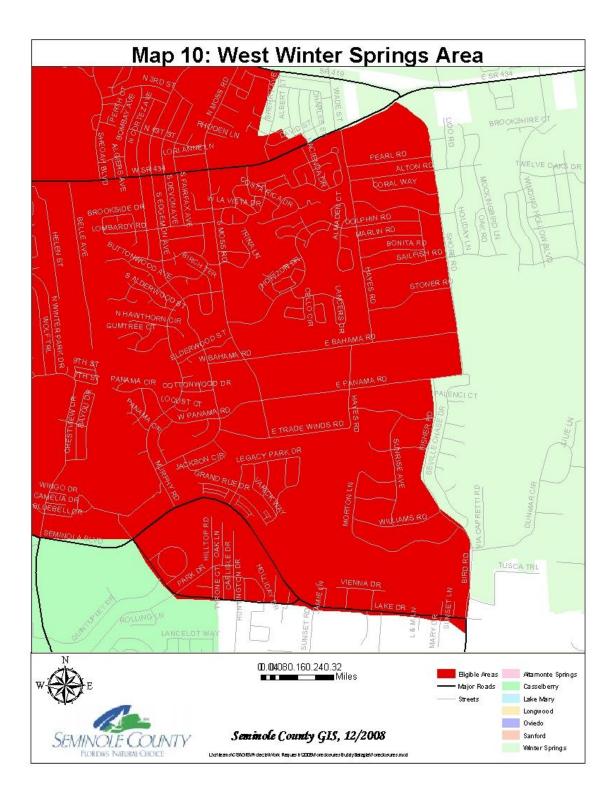


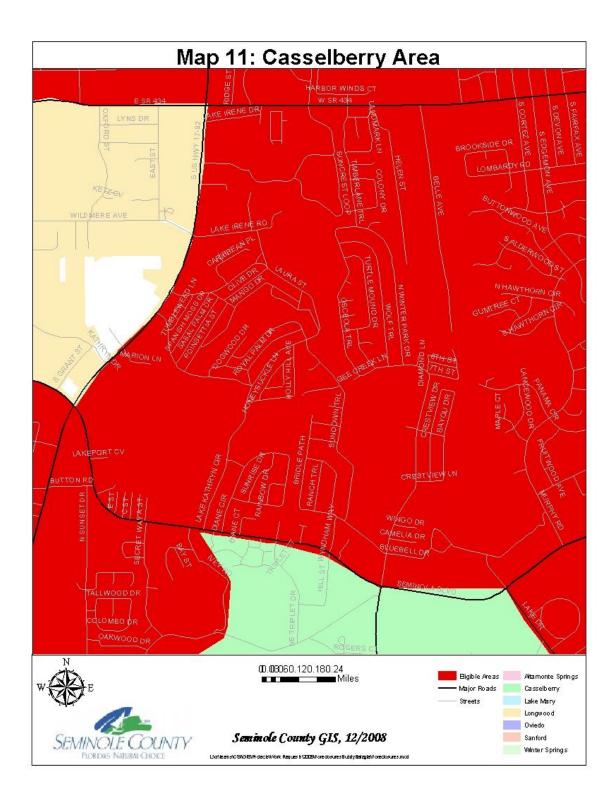


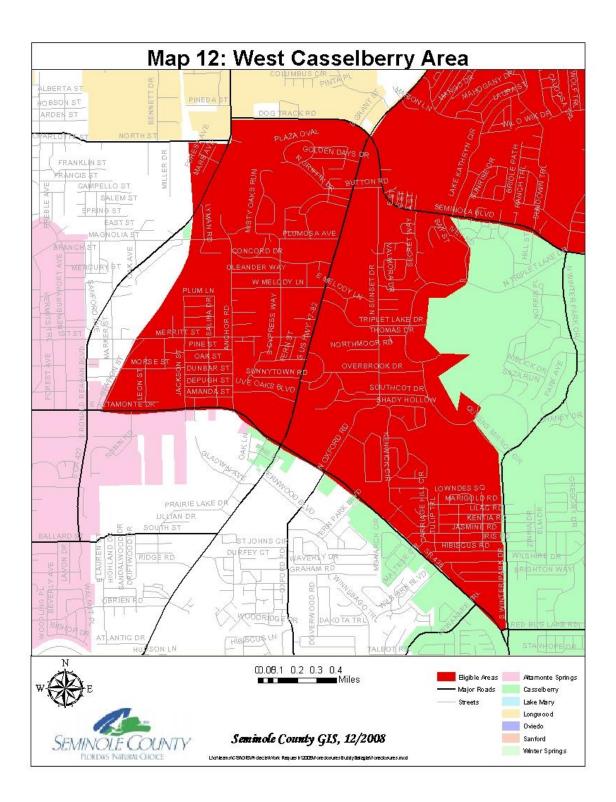


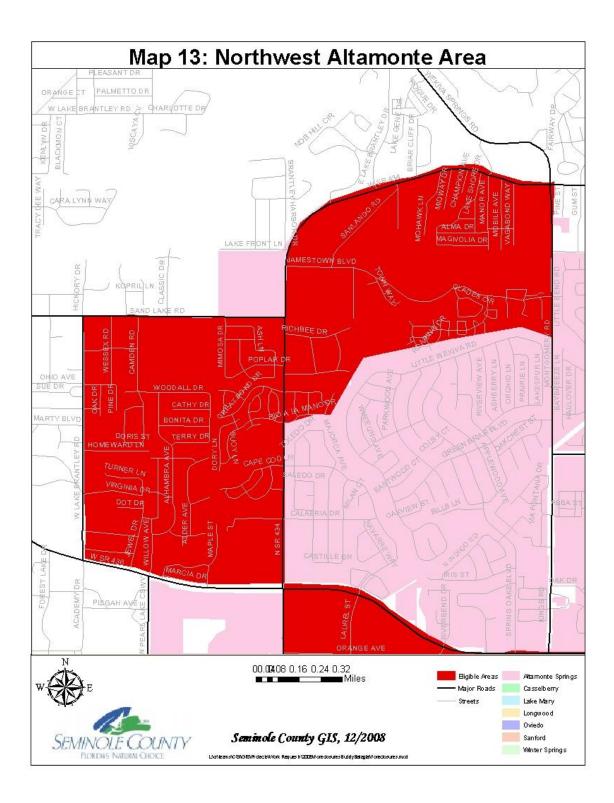


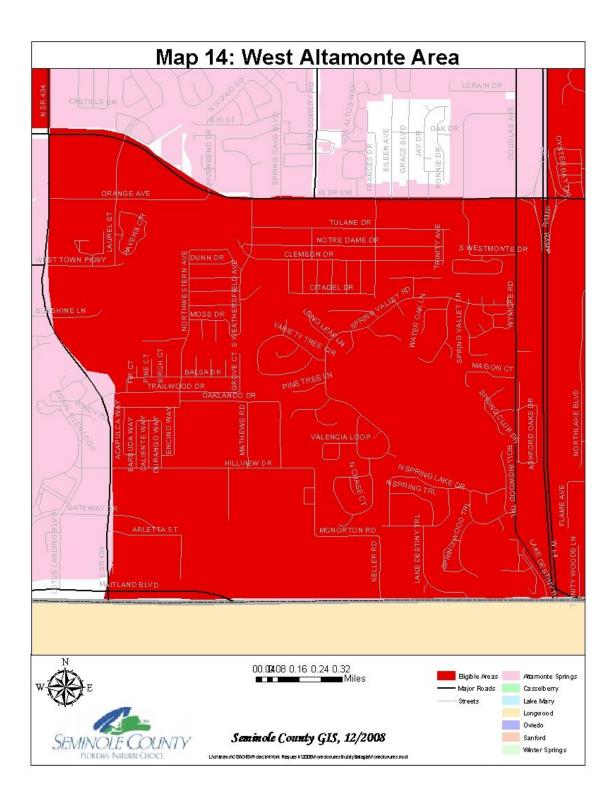


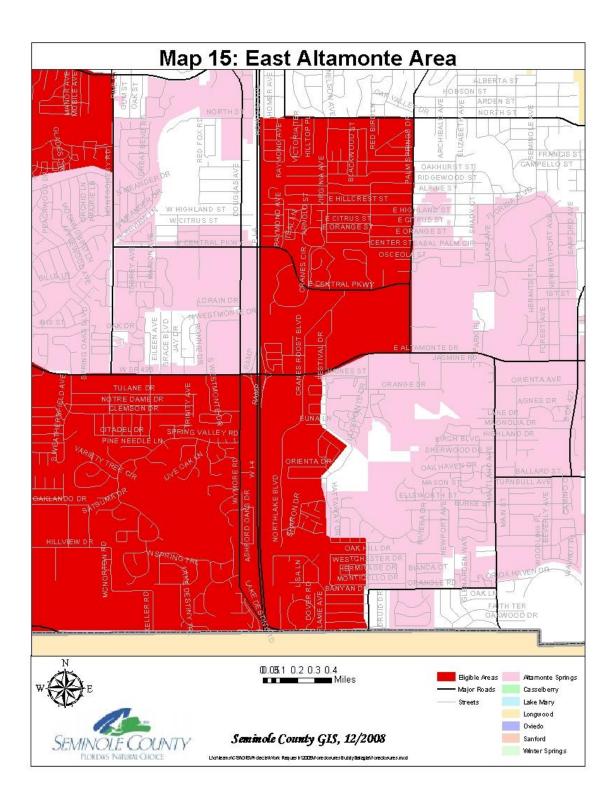


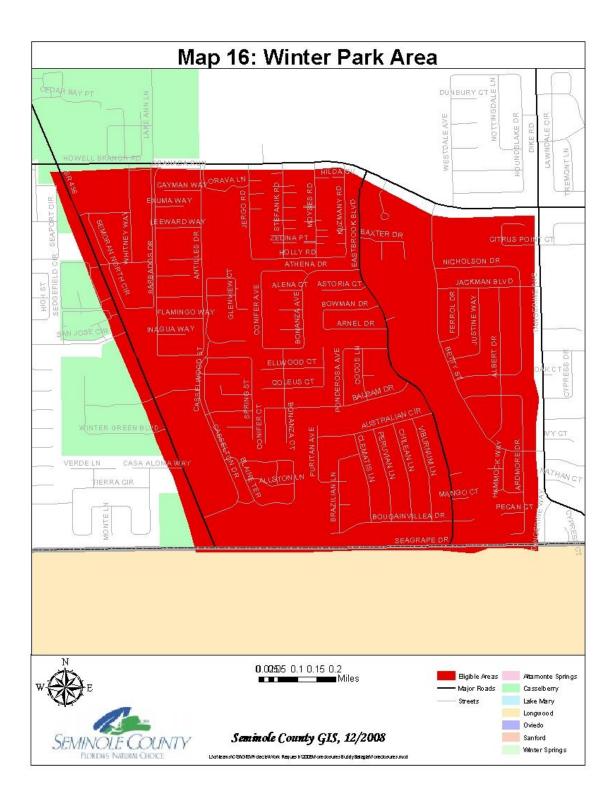


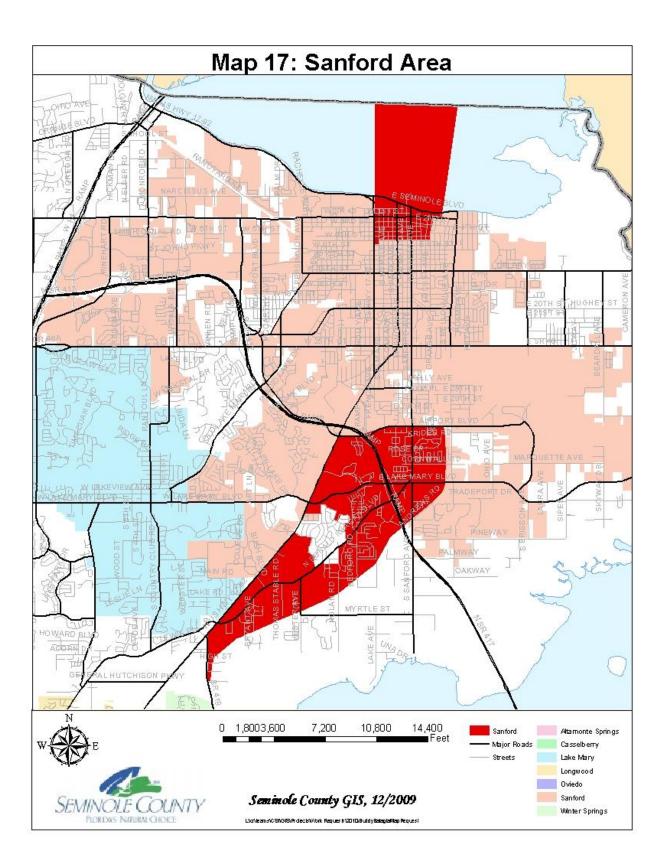


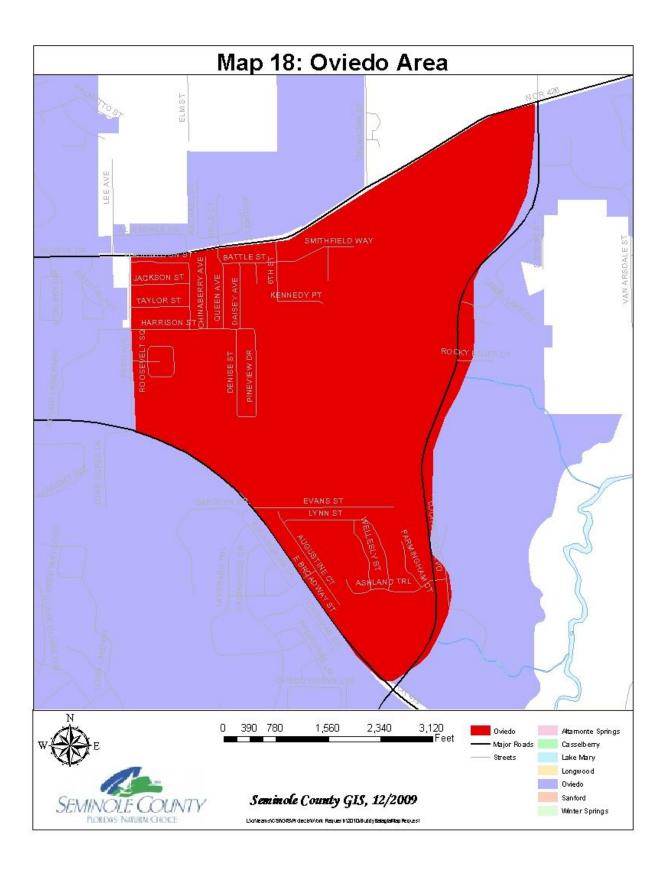


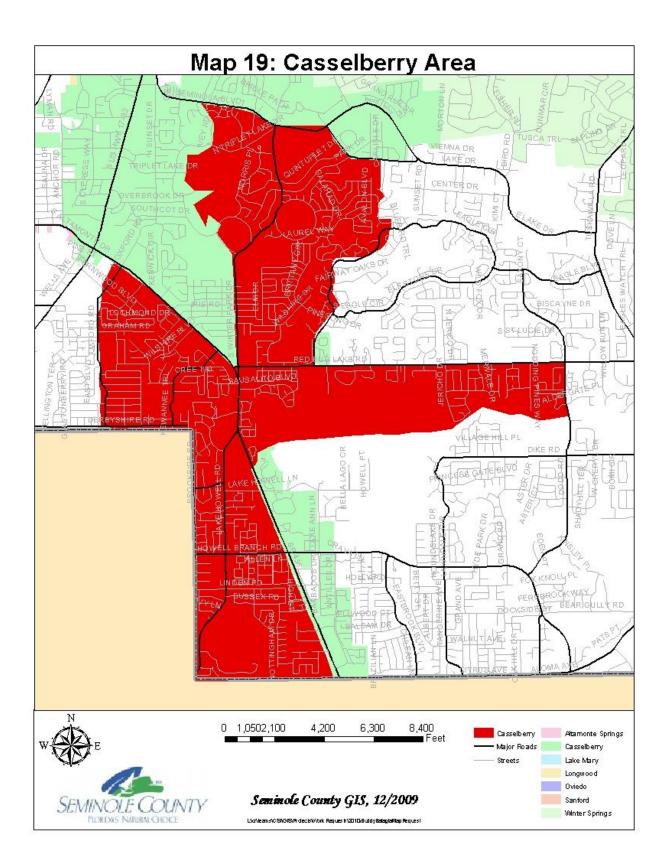


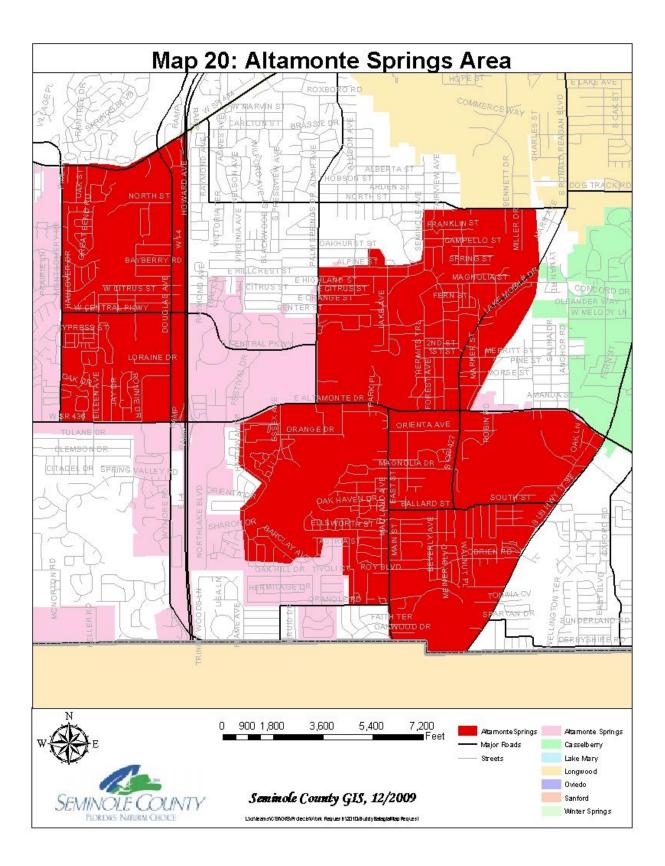












### **B.** DISTRIBUTION AND USES OF FUNDS

Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c) (2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures. *Note*: The grantee's narrative must address these three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

#### Response:

The use of NSP funds will be restricted to areas most impacted by foreclosures, as indicated by HUD data. NSP Target Areas depicted on Maps 4 through 20 show those areas with Estimated Foreclosure Abandonment Risk Scores of 10, 9, and 8.

The following areas are the areas within Seminole County that have been identified as the areas of greatest need and will be targeted for assistance with NSP funds:

- Sanford Area (Maps 4 through 8, and 17)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12, and 19)
- Altamonte Area (Maps 13 through 15, and 20)
- Winter Park Area (Map 16)
- Oviedo (Map 18)

All NSP activities will be restricted to the Target Areas shown on Maps 4 through 20. Homebuyers and partner agencies seeking assistance will contact lenders or other appropriate agencies (banks, mortgage lenders, mortgage brokers, etc.) to obtain an inventory of housing units located within these Target Areas (Community Development Office staff will be available for both guidance and assistance). Once housing units are identified, County Community Development staff will inspect and confirm the units as eligible for assistance. (All units assisted with NSP funds must be foreclosed upon or abandoned, and vacant at least 90 days.) Only units requiring up to \$25,000 (after any rebates) or less in estimated rehabilitation costs will be approved for assistance. This will be determined by a home inspector, and backed up by a cost estimate from a State licensed general contractor.

The vast majority of Census Tracts/Block Groups (CT/BGs) within the City of Sanford are predominantly minority in population, most particularly African-Americans. It has been reported that this population, along with other minority populations, seems to be more affected by the predominance of subprime mortgage loans, locally as well as nationally. Many of these mortgages, as well as many of those in other highly impacted areas, may have been secured during the heavy increase in housing market activity between 2002 and 2006.

### C. DEFINITIONS AND DESCRIPTIONS

(1) Definition of "blighted structure" in context of state or local law.

### Response:

A "blighted structure" is one which exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and/or public welfare.

(2) Definition of "affordable rents." *Note:* Grantees may use the definition they have adopted for their CDBG program but should review their existing definition to ensure compliance with NSP program –specific requirements such as continued affordability.

### Response:

For units set aside for low income households, rents will not exceed 65% of the established and current Fair Market Rent (FMR), as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority. For units set aside for moderate income households, rents will not exceed the 80% of the established and current Fair Market Rent, as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority. For units set aside for extremely low income households (households with incomes not exceeding 30% of the area median income), rents will not exceed 75% of the established and current Low HOME Rent (as applicable to the HOME Program), as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority.

(3) Describe how the grantee will ensure continued affordability for NSP assisted housing.

# Response:

For each housing unit assisted, a 20-year Restrictive Use Covenant will be imposed to guarantee affordability to initial and subsequent purchasers and renters, including all group homes assisted under the NSP. This Covenant will ensure that, during the 20-year affordability period, either all subsequent purchasers of assisted units are LMMI or, if any subsequent purchasers of the unit are not LMMI, the amount of NSP assistance will be recaptured at resale. Also, Restrictive Use Covenants will be used to ensure that all renters of NSP rental housing will be income eligible upon their initial occupancy.

(4) Describe housing rehabilitation standards that will apply to NSP assisted activities.

### Response:

The County's HOME Housing Rehabilitation Standards will be used in the NSP. See Exhibit B of the original submission.

### **D.** Low Income targeting

Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50% of the area median income: \$2,160,400 (30.8% of the total grant allocation).

*Note*: At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of the area median income.

### Response:

The following table identifies the estimated amount of NSP funds to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50% of the area median income:

	Low Income Households	
Activity	Targeted	% Low Income Served
Soft 2 nd Mortgage Loan	1	50.0
Assistance		
Purchase, Rehabilitate, and	30	100.0
Rent		
Purchase, Rehabilitate, and	5	20.0
Resale		
Total	36	63.2

The following table depicts the amount of funds estimated to be spent to assist low income households:

	Funding for Low Income	
Activity	Households	% Spent on Low Income
Soft 2 nd Mortgage Loan	\$80,000	61.5
Assistance		
Purchase, Rehabilitate, and	\$3,180,000	100.0
Rent		
Purchase, Rehabilitate, and	\$700,000	23.3
Resale		
Total	\$3,960,000	56.4

The following table depicts the number of NSP affordable housing units expected to be made available to LMMI households, by activity and income level:

Activity	Low Income	Moderate Income	Middle Income
Soft 2 nd Mortgage Loan Assistance	1	1	0
Purchase, Rehabilitate, and Rent	30	2	0
Purchase, Rehabilitate, and Resale	5	15	5
Total	36	16	5

# E. ACQUISITIONS & RELOCATION

Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e.,  $\leq 80\%$  of area median income).

If so, include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.
- The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.

# Response:

No housing units are expected to be demolished with NSP funding in Seminole County.

# F. PUBLIC COMMENT

Provide a summary of public comments received to the originally proposed NSP Substantial Amendment.

# Response:

- 1) Several realtors commented that there is a great need for purchase assistance subsidies (i.e., down payment assistance), similar to the SHIP Purchase Assistance Program, to assist first-time homebuyers in purchasing a home.
- 2) Local Housing Authority Commented that NSP funds should be utilized to:
  - Procure and rent multifamily units.
  - *Procure and rent single family homes.*
  - Procure single family homes for a "rent to own" program using housing choice vouchers as mortgage leverage.
  - Fund a purchase assistance subsidy to lower the required first mortgage of the homebuyer and use the homebuyer's housing choice voucher to make payments on the first mortgage.
  - Include funding for the construction of rental units on vacant land.
- 3) Local Mortgage Broker Commented that NSP funds (\$7 million) should be combined with funds provided by hedge funds and other private investors (\$25 million) to establish a \$32 million fund to:
  - *Procure, rehabilitate, and resell foreclosed homes to approximately 925 moderate and middle income buyers.*
  - Procure two complete complexes (one apartment building and one condo conversion, and rent approximately 196 of the units to low income individuals.
- 4) Local Mortgage Lender Commented that the banking community has tightened its mortgage financing requirements and that NSP funds should be used to finance first mortgages for qualified buyers when they cannot find affordable financing elsewhere.

No comments were made to the December, 2009 Substantial Amendment.

The following shows a projected timeline of the tasks and milestones for the NSP:

Task	Projected Date
Issuing approval letters for the Soft 2 nd Mortgage Loan	
Assistance activity to clients on the SHIP Purchase Assistance	January 2, 2009
Waiting List	
Issue NOFA for all activities	January 4, 2009
Make proposal format available to interested parties	January 5, 2009
Proposals due from interested parties	<i>February 20, 2009</i>
<i>Review team meets to develop funding recommendations</i>	
	March 6, 2009
Develop funding agreements	March 24, 2009
Approach Board of County Commissioners to execute funding	June 23, 2009
agreements	
Issue Notices to Proceed to funded subrecipients (activities	July 1, 2009
commence)	
Kick-off meetings with funded subrecipients	July 1, 2009
10% of projected housing units acquired	August 31, 2009
25% of projected housing units acquired	November 30, 2009
50% of projected housing units acquired	March 31, 2010
100% of projected housing units acquired	May 31, 2010
100% of units sold/rented	June 30, 2010

### G. NSP INFORMATION BY ACTIVITY

(1) <u>Activity Name</u>:

Soft 2nd Mortgage Loan Assistance.

### (2) <u>Activity Type</u>:

**NSP-eligible use:** Section 2301(c)(3)(a)—Establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.

CDBG-eligible activity:	24	CFR		570.201(n)—Direct	Homeownership	Assistance,	as
	тоа	lified b	by	y NSP eligible uses.			
	24 (	CFR 52	7	0.202—Rehabilitation	n.		

(3) <u>National Objective</u>: *Low/Mod/Middle Income Housing*.

(4) Projected Start Date: January 2, 2009.

(5) Projected End Date: December 31, 2013.

### (6) <u>Responsible Organization</u>:

Seminole County will administer and/or oversee one or more local agencies to administer and implement the Soft 2nd Mortgage Loan Assistance Activity. It is not known at the time of the submittal of the substantial amendment which firm(s), if any, will assist Seminole County in this activity. A Notice of Funding Availability (NOFA), if necessary, will be issued in January 2009 to procure services to assist the county in implementing this activity. It is anticipated that proposals will be accepted until February 20, 2009, and funding award(s) is anticipated to be made during April 2009. The activity will commence immediately. Note: The SHIP Program Purchase Assistance waiting list will be used to provide clients to this activity.

### (NSP contact information can be found on page 1)

### (7) Location Description:

Assisted housing units will be limited to Target Areas shown on Maps 4 through 16, hereby called as follows:

- Sanford Area (Maps 4 through 8)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12)
- Altamonte Area (Maps 13 through 15)
- Winter Park Area (Map 16)

These areas are determined to be the areas of Seminole County with the greatest need, as determined by:

- Areas with the highest percentage of home foreclosures;
- Areas with the highest percentage of homes financed by a subprime mortgage loan; and

• Areas identified as likely to experience a significant rise in the rate of home foreclosures.

# (8) <u>Activity Description</u>:

This activity addresses the decrease in the amount of homeownership due to foreclosures, and will assist LMMI households in purchasing a home.

Low, moderate, and middle income homebuyers will be assisted through this activity. Eligible homebuyers will be provided with a list of participating pre-approved lenders and will contact those lenders to obtain their inventory of homes located within the NSP Target Areas, with the guidance and assistance of the Community Development, if necessary. Lenders will work with prospective homebuyers and their realtors, if any, to help them qualify for a corresponding first mortgage. Once a unit is selected and approved by the County, the County will procure an independent market appraisal, using a State-certified residential real estate appraiser. Only selected housing units whose purchase price is at least 1% below market appraised value will be procured, and the combined purchase price and rehabilitation cost must not exceed \$150,000. All assisted units must be foreclosed upon and vacant for at least 90 days prior to end-sale closing.

With respect to the maximum purchase price/rehab cost, the maximum purchase price for each individual homebuyer will be determined separately. To mitigate the chance of future foreclosures, and to maximum affordability for each assisted household, factors taken into consideration will include, but are not limited to, gross income, proposed housing debt, proposed total debt, and the estimated rehabilitation cost. The following table depicts the maximum NSP subsidies, purchase prices, and rehabilitation costs for each income category.

Income	Maximum Home	Maximum	Maximum NSP
Category	Purchase Price	Rehabilitation Cost	Subsidy*
Low	\$110,000	\$15,000.00	\$80,000
Moderate	\$146,000	\$15,000.00	\$50,000
Middle Income	\$167,000	\$15,000.00	\$20,000

*The maximum NSP subsidy is inclusive of the rehabilitation costs funded from the NSP.

After determining the price limit for each homebuyer, the unit will then be sold to the homebuyer at a price custom-fitted for their affordability. The amount of each homebuyer's first mortgage (private) loan will be based on their gross income and calculated by utilizing a front-end mortgage debt ratio of between 24% and 30%, depending on their income category (see table below), and a total (i.e., "back-end") debt ratio of 41%. The maximum interest rate charged by any private lender will be limited to 2% above the current rate established by the Florida Assist Program, administered by the Florida Housing Finance Corporation.

The difference between the combined purchase price and rehab cost, and the end sales price to the homebuyer will be protected by a 0% soft second mortgage (in essence, a deferred payment loan, where any payment is deferred until resale to a non-LMMI purchaser, or is forgiven at the end of the affordability period) for 20 years, in the form of a Restricted Use Covenant. The maximum amount of assistance per household will be limited to the amounts outlined in subsection J.

With respect to the Restricted Use Covenant, and during the affordability period, \$40,000 of each 0% deferred payment loan, or the entire loan amount if it is less than \$40,000, will be forgiven at the end of ten years. The Covenant will ensure that, either all subsequent purchasers of assisted units are income-eligible or, if any subsequent purchasers of the unit are not incomeeligible, the total amount of assistance will be recaptured at resale. If the subsequent purchaser is income-eligible, the unforgiven portion of the 0% deferred payment loan will be recaptured at resale. Housing counseling for participating households will be included in this activity.

With respect to the rehabilitation cost, since all assisted units will be vacant for at least 90 days, it is anticipated that each units will require at least a minimal amount of rehabilitation. Housing units will not be assisted unless estimated (pre-purchase) rehabilitation costs do not exceed \$15,000. Following rehabilitation, all housing units must meet or exceed all local building codes.

To ensure continued affordability, substantial subsidies are used to reduce the balance of the mortgage on the purchased unit. This, with responsible underwriting, will provide assisted households with affordable monthly payments (PITI). It is anticipated that the following affordability thresholds will be used with this activity, to an adequate payment-to-income ratio to lessen the impact of the housing payment on the household budget:

Income Category	PITI-to-Income Ratio (Front-end Ratio)	Total Debt-to-Income Ratio (Back-end Ratio)
Low	24-27%	41%
Moderate	27-30%	41%
Middle	28-30%	41%

Requiring a lower front-end threshold for low income home buyers will better enable them to budget discretionary funding to anticipate, budget for, and handle incipient and maintenance issues.

All units will be purchased at least 1% below the current market appraised value.

I. Total Budget:NSP funds:\$130,000

J. Performance Measures:

*Soft 2nd Mortgage Loan assistance will be provided as follows:* 

Income Category	Maximum Award Amount	Est. # of Assisted Households
Low	\$80,000	1
Moderate	\$50,000	1
Middle	\$20,000	0

(1) <u>Activity Name</u>: *Purchase, Rehabilitate, and Rent.* 

## (2) <u>Activity Type</u>:

**NSP-eligible use:** Section 2301(c)(3)(b)—Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

CDBG-eligible activity:	24 CFR 570.201 (a)—Acquisition.
	24 CFR 570.201 (b)—Disposition
	24 CFR 570.201(n)—Direct Homeownership Assistance, as
	modified by NSP eligible uses.
	24 CFR 570.202—Rehabilitation.

(3) <u>National Objective</u>: *Low/Mod/Middle Income Housing*.

(4) Projected Start Date: January 2, 2009.

(5) Projected End Date: December 31, 2013.

### (6) <u>Responsible Organization</u>:

Seminole County will oversee one or more local subrecipients to administer and implement the Purchase, Rehabilitate, and Rent Activity. It is not known at the time of the submittal of the substantial amendment which firm(s) will be used for this purpose. A Notice of Funding Availability (NOFA) will be issued in January 2009 to procure services to implement this activity. It is anticipated that proposals will be accepted until February 20, 2009, and funding award(s) (i.e., approval by the Board of County Commissioners) is anticipated to be made during April 2009. At that time, the activity will commence immediately.

### (NSP contact information can be found on page 1)

### (7) <u>Location Description</u>:

Assisted housing units will be limited to Target Areas shown on Maps 4 through 20, hereby called as follows:

- Sanford Area (Maps 4 through 8, and 17)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12, and 19)
- Altamonte Area (Maps 13 through 15, and 20)
- Winter Park Area (Map 16)
- Oviedo (Map 18)

These areas are determined to be the areas of Seminole County with the greatest need, as determined by:

- Areas with the highest percentage of home foreclosures;
- Areas with the highest percentage of homes financed by a subprime mortgage loan; and
- Areas identified as likely to experience a significant rise in the rate of home foreclosures.

### (8) Activity Description:

It is understood that the households with the greatest need for housing affordability are low and extremely low income households. These households are least likely to be able to afford owner housing, without substantially heavy subsidies. However, there is also a need for affordable housing for moderate income households. It is also understood that many low income households are not ready to purchase their own home because of issues of credit, the presumed lack of family homeownership, and discretionary budget funding to fund ongoing maintenance. For this reason this activity will assist predominantly low income renter households. Also, this activity is intended to provide affordable and decent housing for special populations (mentally handicapped, autistic, disabled, etc.) with the funding of one or more group homes.

The difference between NSP fund cash outlay and the amount of private mortgage financing the resale of the property will be secured by a Restrictive Use Covenant.

A Request for Proposals (RFP) will be issued in January, 2009 to solicit agency partners the County will use to administer and implement this activity. Following a process to review all submitted proposals, a review team will recommend to the Board of County Commissioners the agencies best suited for this activity. Upon execution of respective funding agreements with selected agencies, the activity will begin immediately.

The funded agencies will locate potential properties, subject to approval by the Community Development Office. Agencies will select foreclosed and 90-day vacant properties, either multi-(townhomes) or single family to be used for rental properties. In the case of proposed group homes, properties will be selected based upon the proposed tenants, adequate parking, proximity to amenities, and other factors. Once approved by the County, and after determining whether any needed rehabilitation work is within budget, the agency will proceed with procuring the property(ies).

After procuring the property, and following rehabilitation, the funded agency will be required to market the units with local housing agencies, public housing authorities, and other potential tenants. In the case of group homes, the funded agency will be required to already possess a waiting list for prospective tenants (this will be part of the requirements in the RFP process).

Rehabilitation activities will only be used on housing units needing rehabilitation, or units being converted to group homes. Units requiring substantial or excessive rehabilitation will not be purchased under this activity. The maximum allowed for rehabilitation is \$25,000 per unit.

For each housing unit purchased, a twenty-year Restrictive Use Covenant will be imposed on each unit to guarantee affordability and that units are rented to extremely low, low income, or moderate households. The Covenant will ensure that all tenants of each assisted unit will be extremely low, low, or moderate income at the time of their initial occupancy during the affordability period.

All units will be purchased at least 1% below the current market appraised value.

Rents for units dedicated to low income tenants will not exceed 65% of the established and current Fair Market Rent (FMR), as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the respective jurisdictional housing authority. Rents for units dedicated to moderate income tenants will not exceed 80% of the established and current Fair Market Rens, as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the respective jurisdictional housing authority. At least three units will be set aside for extremely low income households (households with incomes not exceeding 30% of the area median income), and their rents will not exceed 75% of the established and current Low HOME Rent (as applicable to the HOME Program), as posted on <u>www.hud.gov</u>, less the current, appropriate, and respective Utility Allowance, as established by the Seminole County Housing Authority.

With respect to the rehabilitation cost, since all assisted units will be vacant for at least 90 days, it is anticipated that each units will require at least a minimal amount of rehabilitation. Housing units will not be assisted unless estimated (pre-purchase) rehabilitation costs do not exceed up to \$25,000 (after any rebates). Following rehabilitation, all housing units must meet or exceed all local building codes.

I. Total Budget:	
NSP funds:	\$3,180,000

J. Performance Measures

It is estimated that approximately 32 units will be purchased and offered for rent under this activity. This activity will provide housing primarily for low income households (households that are 50 percent of area median income and below).

(1) <u>Activity Name</u>: *Purchase, Rehabilitate, and Resale.* 

## (2) <u>Activity Type</u>:

**NSP-eligible use:** Section 2301(c)(3)(b)—Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

CDBG-eligible activity:	24 CFR 570.201 (a)—Acquisition.
	24 CFR 570.201 (b)—Disposition
	24 CFR 570.201 (n)—Direct Homeownership Assistance, as
	modified by NSP eligible uses.
	24 CFR 570.202—Rehabilitation.

(3) <u>National Objective</u>: *Low/Mod/Middle Income Housing*.

(4) Projected Start Date: January 2, 2009.

(5) Projected End Date: December 31, 2013.

### (6) <u>Responsible Organization</u>:

Seminole County will oversee one or more local subrecipients to administer and implement the Purchase, Rehabilitate, and Resale Activity. It is not known at the time of this submittal of the substantial amendment which firm(s) will be used for this purpose. A Notice of Funding Availability (NOFA) will be issued in January 2009 to procure services to implement this activity. It is anticipated that proposals will be accepted until February 20, 2009, and funding award(s) (i.e., approval by the Board of County Commissioners) is anticipated to be made during April 2009. At that time, the activity will commence immediately.

# (NSP contact information can be found on page 1)

### (7) <u>Location Description</u>:

Assisted housing units will be limited to Target Areas shown on Maps 4 through 20, hereby called as follows:

- Sanford Area (Maps 4 through 8, and 17)
- Longwood-Winter Springs-Casselberry Area (Maps 9 through 12, and 19)
- Altamonte Area (Maps 13 through 15, and 20)
- Winter Park Area (Map 16)
- Oviedo (Map 18)

These areas are determined to be the areas of Seminole County with the greatest need, as determined by:

- Areas with the highest percentage of home foreclosures;
- Areas with the highest percentage of homes financed by a subprime mortgage loan; and
- Areas identified as likely to experience a significant rise in the rate of home foreclosures.

## (8) Activity Description:

In this activity, housing units will be purchased, rehabilitated, and resold to LMMI homebuyers. Since low income households are presumed to have the most difficulty with both home purchase and home maintenance, less targeting of low income households will be made with this activity. Housing counseling for participating households will be included in this activity.

Low, moderate, and middle income households will be assisted to obtain homeownership. The housing units will be purchased and resold to LMMI homebuyers at a price which is affordable to the homebuyer. Additionally, a twenty-year Restrictive Use Covenant will be imposed on each assisted housing unit to guarantee long term affordability and continued occupancy by income eligible households. During the affordability period, \$40,000 of each 0% deferred payment loan, or the entire loan amount if it is less than \$40,000, will be forgiven at the end of ten years. The cost of rehabilitation, if any, will not be included in the Restrictive Use Covenant, but will be a separate grant.

The Restrictive Use Covenant will ensure that, during the affordability period, either all subsequent purchasers of assisted units are LMMI or, if any subsequent purchasers of the unit are not LMMI, the total amount of assistance will be recaptured at that respective resale. If the subsequent purchaser is income-eligible (LMMI), none of the deferred payment loan will be recaptured at resale.

After issuing a Request for Proposals (RFP) in January, 2009, proposals will be accepted and reviewed by appropriate County staff. The review team will make recommendation to the Board of County Commissioners in April, 2009 for the funding of respective agencies. Selection and recommendation will depend upon several factors including, but not limited to, agency capacity, financial stability, experience of key staff, etc. Upon Board approval, this activity will commence immediately.

Each respective agency will work with those prospective homebuyers to locate appropriate housing units from the NSP Target Areas. Selected units must be foreclosed upon and vacant for at least 90 days before the agency purchases the unit.

Each unit will be inspected by both County staff and a State-certified home inspector prior to the development of the rehabilitation work write-up. Rehabilitation must take place prior to resale, and rehabilitation estimates may not exceed up to \$25,000 (after any rebates) in cost. Other costs, including realtor fees and inspection fees, may be recaptured by the agency at either closing, whichever is appropriate, and upon approval by the County. Any rebates realized from any rehabilitation or improvements will be returned to the County.

Following rehabilitation, all housing units must meet or exceed all local building codes.

The agency will acquire the unit prior to rehabilitation and sell it to the homebuyer after rehabilitation, if rehabilitation is necessary. In any case, rehabilitation will take place prior to the end-sale transaction. It may be that some foreclosed housing units will be purchased prior to identifying a homebuyer. In this case, County staff will work with the agency to select housing

units that are more likely to sell quickly, depending upon certain factors (attractiveness, neighborhood environment, proximity to amenities, etc.).

All program income generated by resales will be used to continue this activity and the Purchase, Rehabilitate, and Rent activity until funds are depleted. All units will be purchased at least 1% below the current market appraised value.

I. Total Budget:NSP funds:\$3,007,563

#### J. Performance Measures:

Purchase, rehabilitation, and resale are estimated to be provided as follows:

Income Category	Est. # of Assisted Households
Low	5
Moderate	15
Middle	5

It is estimated that \$300,200, or 10% of the funding for this activity will be used to assist households with incomes not exceeding 50% of the area median income.

(1) <u>Activity Name</u>: *Planning and Administration* 

### (2) <u>Activity Type</u>: *NSP-eligible use:* 24 CFR 570.205 and 206.

(3) National Objective: N/A

(4) Projected Start Date: September 29, 2009

(5) Projected End Date: December 31, 2013.

(6) <u>Responsible Organization</u>:
Seminole County Community Assistance Division, Community Development Office,
534 West Lake Mary Blvd.,
Sanford, FL 32773-7400

(7) Location Description:
Seminole County Community Assistance Division, Community Development Office,
534 West Lake Mary Blvd.,
Sanford, FL 32773-7400

(8) Activity Description:

NSP funds will be used to pay reasonable program administration costs related to the planning and execution of the activities listed above. This includes costs related to staffing for overall program management, coordination, monitoring, reporting, and direct and indirect charges.

I. Total Budget:NSP funds:\$701,951

# J. Performance Measures

Management oversight will ensure funds are expended in a timely manner, program income is properly recorded, cash management drawdown policies are adhered to, and that all selected vendors are complying with the term and conditions of their contracts and with NSP Grant. All households and agencies assisted with NSP funds will be monitored annually for compliance with the terms and conditions of 2nd Mortgage Notes and/or Restrictive Use Covenants.

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: 2010 Senior Softball - USA Southeastern Regional Championship

DEPARTMENT: Economic Development	DIVISION: Tourism Development

AUTHORIZED BY: William McDermott

**CONTACT:** Shani Beach **EXT:** 7135

# **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute an agreement with Senior Softball- USA for the 2010 Southeastern Regional Championship in the amount of \$15,218.

County-wide

William McDermott

# BACKGROUND:

The Senior Softball USA Southeastern Regional Championship is scheduled to take place September 7-12, 2010. This will be the first year that the Eastern Regional will be divided into two separate tournaments: The Northeastern Regional and Southeastern Regional. The large amount of teams located in the southeastern region make Seminole County an ideal location for this event. This event is projected to bring 800 room nights and generate an economic impact of \$1,218,450. This tournament is expected to grow, adding 60-80 new teams next year with the host city/county having first rights to host the event in 2011. At their November 12th meeting the Tourist Development Council unanimously recommended sponsoring this event for \$15,218. Which consists of \$5,000 for an initial bid fee, plus and additional \$100 per team at the conclusion of the event, not to exceed \$5,000, and \$5,218 to be used for facility fees.

# **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with Senior Softball- USA for the 2010 Southeastern Regional Championship in the amount of \$15,218.

# ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

Budget Review (Lisa Spriggs, Ryan Switzer)

County Attorney Review ( Ann Colby )

#### 2010 SENIOR SOFTBALL-USA SOUTHEASTERN REGIONAL CHAMPIONSHIP TOURIST TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of ______, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and SENIOR SOFTBALL-USA, whose address is 2701 King Street, Suite 101A, Sacramento, California 95816, hereinafter referred to as "SSUSA".

#### WITNESSETH:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the "Local Option Tourist Development Act" in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host the 2010 Senior Softball-USA Southeastern Regional Championship held at the Merrill Park Softball Complex and the Seminole County Softball Complex, both publicly owned and operated softball facilities located in Altamonte Springs, Florida, on September 7-12, 2010; and

WHEREAS, said tourist tax monies will be used to pay facility fees for the above-listed publicly owned and operated facilities and for the event bid fee,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and SSUSA agree as follows:

Section 1. Term. This Agreement shall be effective from the date of its execution by the parties until January 1, 2011, unless earlier terminated as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in the event that SSUSA fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by SSUSA after SSUSA has received notice of termination.

#### Section 3. Services.

(a) FIVE THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$5,218.00) in tourist tax funds from this Agreement shall be used to pay facility use fees at the Merrill Park Softball Complex and the Seminole County Softball Complex for the 2010 Senior Softball-USA Southeastern Regional Championship games as described in Exhibit A, attached hereto and incorporated herein.

(b) SSUSA shall submit written invoices to COUNTY for payment of facility use for the event for combined usage of the above listed facilities not to exceed a total of FIVE THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$5,218.00).

(c) The COUNTY shall pay the above listed invoices from tourist tax funds no later than thirty (30) days after their submission.

(d) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in tourist tax funds shall be paid to SSUSA no later than February 1, 2010 for placement of COUNTY's bid for this event.

(e) An additional bid fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per participating team will be payable to SSUSA thirty (30) days after conclusion of the Championship games not to exceed a total of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)

(f) All promotional packages sent out by SSUSA for the event, as described in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(g) SSUSA shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the 2010 Senior Softball-USA Southeastern Regional Championship to coordinate the survey process. SSUSA shall cooperate in making their event accessible in whatever manner necessary for completion of the survey.

(h) SSUSA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SSUSA's event. Said website shall be linked to the Seminole County Tourism website (<u>www.visitseminole.com</u>) and such link shall be maintained throughout the duration of this Agreement.

(i) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SSUSA by COUNTY pursuant to this Agreement.

#### Section 4. Liability and Insurance.

(a) Liability. COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions and negligence of SSUSA and its officers, employees, and agents in the performance of services provided hereunder

(b) Insurance.

(1) SSUSA shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SSUSA, SSUSA shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, SSUSA shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, SSUSA shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by SSUSA shall relieve SSUSA of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(5) <u>Insurance Company Requirements</u>. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, SSUSA shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SSUSA has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SSUSA shall be deemed to be in default of this Agreement.

(6) <u>Specifications</u>. Without limiting any of the other obligations or liability of SSUSA, SSUSA shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance

conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

#### (A) Commercial General Liability.

(i) SSUSA's insurance shall cover SSUSA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(ii) The minimum limits to be maintained by SSUSA(inclusive of any amounts provided by an Umbrella or Excess policy)shall be as follows: LIMITS

General Aggregate	Two (2) Times the
	Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(7) <u>Coverage</u>. The insurance provided by SSUSA pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of SSUSA.

(8) <u>Occurrence Basis</u>. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. COUNTY hereby agrees to provide funds up to a maximum sum of FIFTEEN THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$15,218.00) for facility use and bid fees for the Championship event described in Exhibit A to this Agreement. Said funds are payable upon:

(a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, a facility use invoice from SSUSA requesting all or part of the above be paid by COUNTY, and a list of the teams that participated in the described Championship event. Such request by SSUSA shall only be for the facility use fees specifically provided for herein. Such Request for Funds Form shall be properly completed and submitted no later than thirty (30) days after the event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to SSUSA pursuant to this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that SSUSA has held the event for which facility use fees are sought and has complied with the reporting requirements contained hereinafter;

(c) The original payment requests shall be sent to:

Original:	Director
2	Seminole County Economic Development/Tourism
	1000 AAA Drive, Suite 200 MS14
	Heathrow, Florida 32746

A duplicate payment request shall be sent to:

Duplicate: Director, Department of Finance Seminole County Services Building 1101 East First Street Sanford, Florida 32771

(d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the event funds for which funds have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed, and estimated goods and services expenditures.

(e) SSUSA is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. SSUSA must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights as stated in Exhibit A are not satisfied.

(f) Payment of fees shall be contingent upon SSUSA's compliance with requirements as stated in Exhibit A.

Section 6. Reporting Requirements. In the performance of this Agreement, SSUSA shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. As referenced in Exhibit A, SSUSA shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY.

#### Section 7. Non-Reimbursable Expenditures.

(a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.

(b) The purpose for which Tourist Development Tax grant funds are provided to SSUSA shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A.

Section 8. Unavailability of Funds. SSUSA acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to SSUSA as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by SSUSA after SSUSA has received such notice of termination. In the event there are any unused COUNTY funds, SSUSA shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 9. Access to Records. SSUSA shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. SSUSA shall submit the original copies of the Request for Funds Forms, and any other required reports or correspondence to the following:

Director Seminole County Economic Development/Tourism 1000 AAA Drive, Suite 200 MS14 Heathrow, Florida 32746

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

#### For COUNTY:

Director Seminole County Economic Development/Tourism 1000 AAA Drive, Suite 200 MS14 Heathrow, Florida 32746

#### For SSUSA:

David Santiago 2701 King Street, Suite 101A Sacramento, California 95816

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

#### Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

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

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SSUSA shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SSUSA as provided hereinabove. Section 15. Conflict of Interest.

(a) SSUSA agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SSUSA hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of SSUSA to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SSUSA hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

Witness GEORGE А. Print, Name

Witness

Print Name

SENIOR SOFTBALL-USA Executive Date:

[Balance of page left intentionally blank; Attestations continued on page 12 of 12] ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_

Date:

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their ______, 20_____ regular meeting.

County Attorney AEC/lpk 12/01/09 P:\Users\Legal Secretary CSB\Economic Development\2010 Senior Softballl.doc

Attachments: Exhibit A - Project Description and Expenses Exhibit B - Request For Funds Form Exhibit C - Economic Impact Report Exhibit D - Hotel Room Pickup Form

<u>n an an</u>	ang panana da vid	Exhibit A	an a
		SEMINOLE COUNTY	
		PART II APPLICATION FOR FUNDS TOURIST DEVELOPMENT SPONSORSHIP	and the second
	١.	GENERAL INFORMATION	and the second second
	(1)	NAME OF ORGANIZATION Senior Softball USA	and a state for a special
	(2)	NAME OF EVENT 2010 Eastern Regional Championship	addictions of the many second
	(3)	CONTACT PERSON David Santiago	Ar os fe e gañ de Inndekkele
	(4)	CONTACT PERSON E-MAIL isadavid45@aol.com	stable of weight some of
	(5)	COMPLETE ADDRESS OF ORGANIZATION STREET: 2701 King St. Suite 101 A	والمعادية لايعاني والمحرية المحرية
		CITY: Sacremento ST:CA ZIP: 95816	
		PHONE: 916-326-5303 CELL: FAX: 916-326-5304	and the second second
	(6)	ORGANIZATION'S CHIEF OFFICIAL: Terry Hennessy	<b>.</b>
		TITLE: CEO Address if different from above: Same	
		PHONE: 916-326-5303 CELL: FAX: 916-326-5304	
	(7)	1	
A.M.	(8)	Bid Fee: \$10,000, Facility Fees: 5,218         AMOUNT REQUESTED \$ 15,218.8	a feet and a
	(9)	THE EVENT BE FUNDED CAN THE EVENT BE RESTRUCTURED FOR LESS	
	they are		
C C C C			
		Page 12 of 18	
1 de la la	-		



## II. DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. If needed, use a separate sheet to complete these questions in detail.

(1) What are your organization's goals and objectives?

SEE BID DOCUMENT ATTACHED

(2) What services does your organization provide?

SEE BID DOCUMENT ATTACHED

(3) How will your organization monitor expenditure of funds?

SEE BID DOCUMENT ATTACHED

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

SEE BID DOCUMENT ATTACHED

(5) What is your organization's experience in managing sponsorships and grants?

SEE BID DOCUMENT ATTACHED

Page 13 of 18

A.	
SEMINOLE COUL	NTY
III EVENT INFORMATION (Use additional sheets	where necessary.)
(1) EVENT NAME: 2010 SSUSA Eastern Regional Championships	
(2) TYPE OF EVENT: Mens Senior Softball Tournament	
(3) DATE OF EVENT: Sept. 7- Sept. 12, 2010	
(4) LOCATION OF EVENT: Seminole County Softball Complex and Merrill Park	
(5) NUMBER OF DAYS: 6	
HOURS: FROM: β a.m. TO: δ p.m.	
(6) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)	
NAME OF PROMOTER: Senior Softball USA	
COMPANY NAME:	
ADDRESS: 2701 King St. Suite 101 A, Sacremento, California, 95816	
PHONE and FAX: 916-326-5303	
PROJECTED NUMBER OF EXPECTED ADULT	PROJECTED NUMBER OF YOUTH SPECTATORS
PARTICIPANTS	OUT OF STATE: 180 # OF DAYS: 6
OUT OF STATE: 360 # OF DAYS: 6	IN-STATE NON-LOCAL: 150 # OF DAYS: 6
IN-STATE NON-LOCAL: 300 # OF DAYS: 6	IN-STATE NON-COUNTY: 30 # OF DAYS: 6
IN-STATE NON-COUNTY: 60 # OF DAYS: 6	
	PROJECTED NUMBER OF MEDIA, STAFF, OFFICIALS
PROJECTED NUMBER OF EXPECTED YOUTH PARTICIPANTS	OUT OF STATE: 20 # OF DAYS: 6
OUT OF STATE: 0 # OF DAYS:	IN-STATE NON-LOCAL: 5 # OF DAYS: 6
IN-STATE NON-LOCAL: 0 # OF DAYS:	IN-STATE NON-COUNTY: 5 # OF DAYS: 6
IN-STATE NON-COUNTY: 0 # OF DAYS:	
	EXPECTED NUMBER OF ROOM NIGHTS
PROJECTED NUMBER OF ADULT SPECTATORS	EXPECTED AVERAGE ROOM RATE: 79 (Enter number only)
OUT OF STATE: 300 # OF DAYS: 6	EXPECTED FACILITY FEES: \$ 6,000
	(Enter number only)
IN-STATE NON-COUNTY: 40 # OF DAYS: 6	EXPECTED ADDITONAL EVENT EXPENSES: \$
*In-state Non-Local: Participant or Spectator that resides outs	ide of a 100 mile radius.
In-State Non-County: Participant or Speciator that resides in	ith in a 100 mile radius but not within
Seminole County.	
	i -
A SHARE BANK	NW 20
Page 14 of	18

The taile

4.4

	FLORIDA'S NATURAL CHORCE
(11) THE ESTIMATED EVENT (The Eco I	D DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR Impact form for the application can be found on the Web site):
\$1,218,450.00	
BRING TO SEM documented by submi CVB reserves the right	<b>WARANTEED MINIMUM</b> NUMBER OF ROOM NIGHTS YOUR EVENT WILL INOLE COUNTY? (This is the minimum number of rooms that must be captured by the event and itting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. The Seminole Cour t to reduce the grant disbursement should the event fail to meet this minimum room night guarantee.)
(13) PROVIDE A LIST	T OF OTHER EVENT SPONSORS & THE AMOUNT(S) OF THEIR SPONSORSHIPS.
None	
(14) PROVIDE THRE	E (3) YEARS OF THIS EVENT'S HISTORY, IF APPLICABLE.
	is the first time that the regionals have been split into two separate tournaments
Date	Location
Contact Name/Phon Total Participants	ne:(Enter number only) Room NightsEconomic Impact \$
Previous Event:	
Date	Location (Enter number only)
Contact Name/Pho Total Participants	Room Nights Economic Impact \$
Previous Event:	
Date	Location (Enter number only)
Contact Name/Pho Total Participants	Room Nights Economic Impact \$
(15) PLEASE PROVI	DE DETAILS OF HOW THE EVENT WILL WORK.
For an explanation o	on how Regional Championships work, please see page 2 of the bid packet.
E in	

	A	1
Cr) ID	DIEC	
	RIDAS NATURAL	OUNTY Choice

## EVENT BUDGET SUMMARY

INCOME SOURCES:

(Enter number only)

TOURIST DEVELOPMENT TAX REQUEST \$ 15,218.8

ADDITIONAL INCOME SOURCES (Seminole County cannot be sole source.)

Entry Fees (\$450 per team X 50 teams)	\$ 22,500	
Merchandise	\$ 200	
	S	
	s	
	S	
	\$	
	\$	
	\$	
	s	
	S	
TOTAL ADDITIONAL INCOME \$ 22,700		
TOTAL INCOME ALL SOURCES \$ 37,918.8		
TOTAL INCOME ALL SOURCES U		
ALC AND ALC		
		and the second se
COL AL APPL		1-
and the second second		<i>L</i> ′
Charles Stand		



## EVENT EXPENSES:

Provide an itemized summary of all event expenses. Please also indicate the total amount requested and the intended use of funds at the bottom of the page.

	(E)	nter number only)
	\$ 9	),750
Umpires		
Individual Awards (14 divisions @ 15 players). Awards for 1st and 2nd place- jackets, trophies, cap+	\$	5,550
Printing Costs for tournament programs: Including Special Insert on Southeast Championships	\$	3,350
	. Г	
Promotional ad in National Newspaper	\$	3,600
	\$	6,600
Event Staff/ Directors/ Administrative Cost for checking rosters, contacting teams, and travel	2	0,000
	\$	1,200
Softballs		
	\$	450
Meals for Staff and Umpires		
Trophies (First and Second Place)	\$	1,200
Trophies (First and Second Flace)		
Total Expenses: \$ 32,700		
Intended Utilization of Funds:		(Enter number only)
		10,000
Bid Fee- 5,000 payable by January 1, 2010. (\$100 per out of town team due 30 days after event)	1 -1	
Facility Fee- Facility Fees to be paid to Merrill Park and Seminole County Softball Complex	]\$	1.12
Facility Fee- Facility Fees to be paid to werning an and to see and the second se		
Merill Park-Facility Rental (2 fields, Sept. 10-12) 8am-5pm	Ş	1,632
	1 ś	3,586
Seminole County Softball Complex- Facility Rental 5 fields 8am-5pm (Sept. 7-12)	_ ·	
	]\$	
TOTAL EVENT EXPENSES: \$ 47,918		
		Summer and S
		( Second
2. 8 ⁻		
		ALL

P.2/4 To:14076652920 9163265304 NOV-02-2009 13:53 From: SSUSA nin ell' SEMINOLE FLORIDAS NATURAL CUKIKI CERTIFICATION I have reviewed this Application for Funds from the Tourist Development Council. I am in full agreement with the information contained herein. To the pest of my knowledge, the information contained in this Application and its attachments is accurate and complete. Please print and mail this signed document to the Seminole County CVB at the address listed on page 1. The application will be considered incomplete until the Seminole County CVB receives a copy with the original signatures. Chief Corporate Off A009 Date Munces Midnuce Witness 11/26009 Date For Official Use Only: This document was last updated on August 5, 2009. Page 18 of 18

## Exhibit B

## PART II APPLICATION FOR FUNDS TOURIST DEVELOPMENT SPONSORSHIP FY 2009-10

.

(1)	NAME OF ORGAN	IZATIC	N								
(2)	NAME OF EVENT										
(3)	CONTACT PERSON										
(4)	CONTACT PERSON	E-MA	L								
(5)	COMPLETE ADDRE	SS OF	ORGANIZ	ATION:							
	STREET						_				
	CITY		ST	ZIF	)						
	PHONE:	.2	_ CELL:			F	AX:				
(6)	ORGANIZATION'S	CHIEF	OFFICIAL:				-		1		
	TITLE:		略合								
										-	
	PHONE:		_ CELL:			F.	AX:		h		
(7)	INTENDED USE Uses of Funds)					-					
(8)	AMOUNT REQUES	red \$_									
(9)	IF ENTIRE REQUES FUNDING? () YE			JNDED, (	CAN T	HE EVEN	IT BE	REST	RUCTURED	FOR	LESS

## SEMINOLE COUNTY ECONOMIC IMPACT STUDY

Group Name : Senior Softball USA Eastern Regional Char	mpionships				12, 2010 :Dates of Event
Event Organizer: SSUSA	Exhibit C		Seminole County Softball Complex and Merrill Park :Location of Ex		
Contact Information: Terry Hennessy 916-326-5303		And and an owner of the owner owne			:Contact Information
	And the second	ected Figures	Event Days		Totals
Expected Adult Participants	Multiplier	Quantity			and the second se
Out of State	\$143.00	360	6		\$308,880.00
In-State Non-Local	\$125.00	300 60	6		\$225,000.00
In-State Non-County	. \$16.00	60	0		\$5,760.00
Expected Youth Participants			· · · · · · · · · · · · · · · · · · ·		40.00
Out of State	\$125.00				\$0.00
In-State Non-Local	\$72.00				\$0.00
In-State Non-County	\$16.00				\$0.00
Expected Adult Spectators				Ratio	
Out of State	\$143.00	. 300	6	1	\$257,400.00
In-State Non-Local	\$125.00	250	6	1	\$187,500.00
In-State Non-County	\$16.00	40	6	1	\$3,840.00
Expected Youth Spectators				Ratio	
Out of State	\$125.00	180	6	1	\$135,000.00
In-State Non-Local	\$72.00	150	6	1	\$64,800.00
In-State Non-County	\$16.00	30	6	1	\$2,880.00
Expected Media/Professionals					
Out of State	\$143.00	20	6		\$17,160.00
In-State Non-Local	\$125.00	5	6		\$3,750.00
In-State Non-County	\$16.00	5	6		\$480.00
Expected Facility Fees	\$6,000.00		4		
Expected Additional Event Expenses					
Expected Total Direct Impact					\$1,218,450.00
	Resort Tax	Room Nights	Average Room Rate		Tota
Expected Hotel Impact	0.05	900	79		\$71,100
		Section 2.			
	Expected	d Economic Impac	t of the second second second		
		Multiplier	Divider		Tota
Total Output Economic Impact	\$1,218,450	1.5			\$1,827,675.00
Total Earnings Impact	\$1,218,450	0.57			\$694,516.50
and the second			1000000		\$26.81
Total Employment Impact	\$1,218,450	22	1000000		\$

	Total Direct Impact	Tax Free Sales	Tax Rate	Total
State Sales Tax Generated	\$1,218,450		0.06	\$73,107.00
	FL DOR Multiplier	Total		
State Sales Tax Reimbursed to County	0.09653	\$7,057.02		
	Total Direct Impact	Tax Free Sales	Tax Rate	Total
County Local Option Sales Tax	\$1,218,450.00		0.01	\$12,184.50



Exhibit D

# SEMINOLE COUNTY CONVENTION & VISITORS BUREAU (CVB)

# ROOM NIGHT PICKUP CERTIFICATION FORM

Dear General Manager: In order to help Seminole County maximize the number and size of events attracted to Seminole County, and your hotel, we respectively request the completion of this form for the event listed below.

# Request for Room Night Pick-UP

Attn: General Manager, please provide the room night information for the event dates listed below as soon as possible:

Phone:

I certify the organization/event listed above consumed the following room nights:

Total Number of Room Nights Picked up from Events

GM Signature:_____

The purpose of this form is to **certify the number of local hotel room nights** in **Seminole County attributable to this event.** 

The Seminole County CVB reserves the right to unilaterally reduce the maximum amount of any grant awarded should the applicant's room night guarantee not be satisfied or documented with this Room Night Pick Up Certification Form.

Your cooperation in completing this form is greatly appreciated. For additional information please contact :

Sharon Sears, CVB Executive Director at (407) 665-2901.

×

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding between Seminole County and the City of Oviedo

**DEPARTMENT:** <u>Environmental Services</u> **DIVISION:** <u>Planning Engineering Inspections</u>

AUTHORIZED BY: Andrew Neff CONTACT: Becky Noggle EXT: 2143

## MOTION/RECOMMENDATION:

Approve and Authorize Chairman to execute Memorandum of Understanding between Seminole County and the City of Oviedo.

District 1 Bob Dallari

Dennis Westrick (ext 2040)

## BACKGROUND:

On May 30, 2002, Seminole County and the City of Oviedo entered into a Joint Participation Agreement (JPA) for the construction of reclaimed water distribution infrastructure for the Lockwood and McCulloch road areas in southeast Seminole County. Due to failure of the City's contractor to satisfactorily perform the work, the construction contract was terminated and the City rebid the project. As a result of the rebid contract and the resultant costs to correct both defective and incomplete work, the City incurred costs over and above the original project value. Therefore, the County's cost share for the project has increased by \$662,370.07.

In addition, under the terms of the same JPA between the County and the City, the City was obligated to pay, based upon flow capacity, a proportional share of Seminole County's costs for the reclaimed infrastructure installed by the City of Orlando for the Eastern Regional Reclaimed Water Distribution System (ERRWDS) project.

This MOU stipulates the settlement of the financial obligations between the parties. Under the terms of the MOU, the City of Oviedo will apply as a credit the \$662,370.07 due from Seminole County for the joint project towards the \$1,563,215.00 the City owes Seminole County for its share of the ERRWDS project. The net payment amount that the City will tender to Seminole County is \$900,844.93.

This agreement is contingent upon The City of Oviedo's approval on January 19th. We will provide the Board with an update prior to the meeting on January 26th.

## **STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and the City of Oviedo.

## **ATTACHMENTS:**

1. Agreement

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

#### SEMINOLE COUNTY AND CITY OF OVIEDO MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, "MOU") is made and entered into this _____ day of ______, 2010, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE", and the CITY OF OVIEDO, FLORIDA, a municipal corporation, 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "OVIEDO". SEMINOLE and OVIEDO are collectively referred to as "the parties".

#### WITNESSETH:

WHEREAS, the parties have outstanding and unpaid monetary claims against each other, as further described herein; and

WHEREAS, the parties wish to resolve the issue of their monetary obligations toward each other by offsetting those obligations as described herein, in order to avoid the uncertainties and expense of litigation; and

WHEREAS, the parties believe that the voluntary resolution of these claims, as provided for herein, furthers the desire of the parties to work cooperatively toward common goals, and is in the best interests of the public; and

WHEREAS, OVIEDO'S claim against SEMINOLE arises out of the Joint Participation Agreement Between the City of Oviedo and Seminole County Providing for Reclaimed Water Distribution Infrastructure for the Lockwood and McCulloch Areas (hereinafter, "the project"), dated May 30, 2002 ("the Agreement"). Masci Construction, Inc. ("Masci") terminated the contract with OVIEDO, and OVIEDO rebid the work to a new contractor, Southeast Enviroscape, Inc. to finish the project. As a result of the foregoing events, OVIEDO has incurred costs over and above the contract amount with Masci (hereinafter, "additional construction costs"). Masci subsequently filed suit against OVIEDO in Case No. 2006-CA-228-15-G in Seminole County, Florida, and OVIEDO filed a counter-suit against Masci and its surety (hereinafter, "the litigation"). OVIEDO has asserted that SEMINOLE is obligated to pay a share of the above-referenced additional construction costs in the sum of SIX HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY AND 07/100 DOLLARS (\$662,370.07); and

WHEREAS, the parties further recognize that, as a result of the litigation between OVIEDO and Masci, and Masci's surety, OVIEDO may ultimately recover the additional construction costs referenced above; and

WHEREAS, SEMINOLE'S claim against OVIEDO arises out of OVIEDO'S obligation under the Agreement to pay for OVIEDO'S pro rata share of capital costs, which is 37.5% of the total sum of FOUR MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-THREE AND 32/100 DOLLARS (\$4,168,573.32) that SEMINOLE is obligated to pay the City of Orlando for reclaimed water improvements; and

WHEREAS, as a result of this MOU, the parties also wish to formally resolve an issue of title and ownership to a segment of 24" reclaimed water main, as well as provide for evidence of ownership regarding the 12" water main that was constructed pursuant to the Agreement, NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein, the parties hereby mutually agree as follows:

The foregoing recitals are true and correct and represent a material part of this MOU.

1. SEMINOLE agrees to give OVIEDO a credit for the sum of SIX HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY AND 07/100 DOLLARS (\$662,370.07), claimed to be due to OVIEDO under the Agreement for SEMINOLE's share of the additional construction costs recited above, which credit shall be set-off against OVIEDO's payment due to SEMINOLE under the Agreement for OVIEDO's share of capital costs SEMINOLE is obligated to pay the City of Orlando for reclaimed water improvements. OVIEDO agrees to tender payment of the net sum of NINE HUNDRED THOUSAND EIGHT HUNDRED FORTY-FOUR AND 93/100 DOLLARS (\$900,844.93) due to SEMINOLE (after the above-referenced set-off) by a date forty-five (45) days from the full execution hereof.

2. Within sixty (60) days following OVIEDO's receipt of payment of any settlement or judgment payment from the litigation between OVIEDO and Masci and Masci's surety in Case No. 2006-CA-228-15-G in Seminole County, Florida, and after subtracting OVIEDO's final litigation expenses for that litigation, OVIEDO shall pay SEMINOLE its pro rata share of such payment, based on the same percentage that SEMINOLE's credit in paragraph 1, above, represents of the additional construction costs, not to exceed SIX HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY AND 07/100 DOLLARS (\$662,370.07). The sole source of funds from which OVIEDO shall be obligated to make the payment provided for in this paragraph 2, to SEMINOLE, will be any settlement or judgment payment from the litigation. If OVIEDO does not prevail or recover any settlement or judgment payment from the litigation, OVIEDO shall be released from obligation to make such payment to SEMINOLE.

3. The parties further agree that SEMINOLE is the owner of the 24" reclaimed water main and its appurtenances and meter, located between the points of a)the City of Orlando Reclaim Meter on the north side of McCulloch Road and east of the intersection of McCulloch Road with Lockwood Boulevard, and b)the Seminole County Reclaim Meter located near the intersection of Old Lockwood Road with Lockwood Boulevard, which was constructed pursuant to the Agreement, and graphically depicted on Exhibit A, attached hereto and incorporated herein by reference, and OVIEDO shall provide SEMINOLE with a bill of sale as to that line. Oviedo further agrees to provide SEMINOLE with a bill of sale as to the 12" water main that was constructed pursuant to the Agreement.

4. The foregoing statements contain the full understanding between SEMINOLE and OVIEDO with respect to the claims described herein; and payment of the above-referenced sums in accordance with those statements shall be deemed a full satisfaction of such claims. This MOU may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

5. This MOU shall be construed, controlled and interpreted according to the laws of the State of Florida.

6. Venue for any proceeding arising under this MOU shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida.

7. This MOU shall not be construed against either party on the basis of it being the drafter hereof. The parties agree that both herein played an equal and reciprocal part in drafting this MOU.

8. If any provision of this MOU or its application to any party is specifically held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU and the application of the provisions hereof shall not be affected thereby, and to that end, this MOU shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

9. The exhibit attached hereto is incorporated into this MOU and is a part hereof upon which the parties have relied.

IN WITNESS WHEREOF, SEMINOLE and OVIEDO have caused this MOU to be executed the day and year first above written.

ATTEST:

#### CITY OF OVIEDO, FLOIRDA

By:

MARY LOU ANDREWS, Mayor

Date:

_

Approved as to form and legal sufficiency.

BARBARA J. BARBOUR, City Clerk

City Attorney

[Balance of this page intentionally blank; signatory page continues]

#### BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE

Clerk to the Board of County Commissioners of Seminole County, Florida. By:

BOB DALLARI, Chairman

Date:

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. As authorized for execution by the Board of County Commissioners at its _____, 2010, regular meeting.

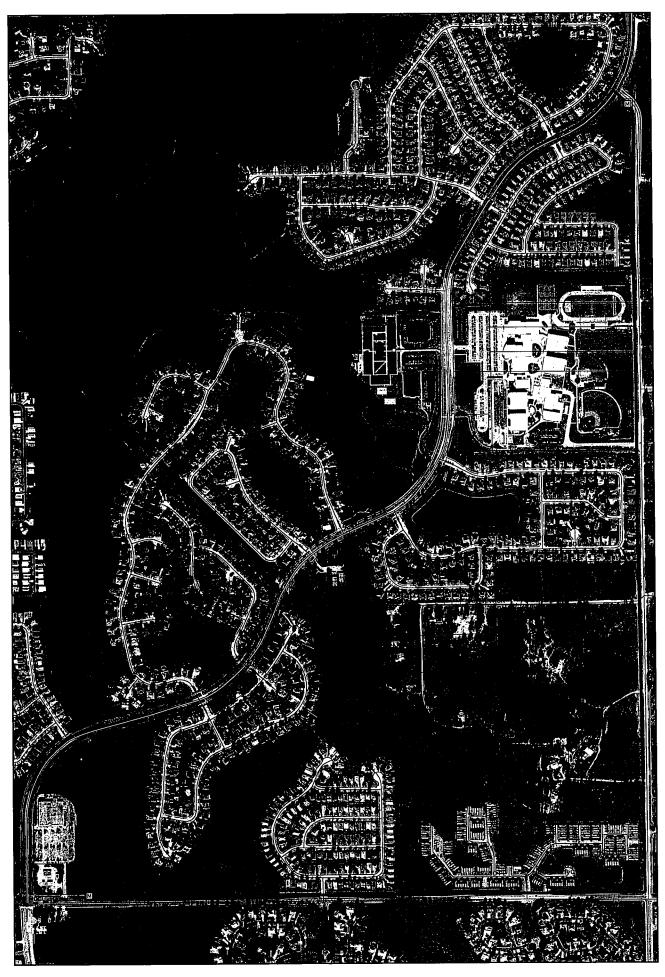
County Attorney

MGM/dre 01/13/10 Attachment: Exhibit "A" - Location depiction of Seminole County Reclaim Meter P:\Users\Mminter\Seminole Oviedo Mou_Revised_Revised_Wed_1-13-10.Docx



EXHIBIT A

# Seminole/Oviedo Reclaimed Main



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Publication of 2009 Delinquent Tax Lists

<b>DEPARTMENT:</b> Fiscal Services	DIVISION: Administration -	Fiscal Services
AUTHORIZED BY: Lisa Spriggs	CONTACT: Cecilia Monti	<b>EXT</b> : <u>7175</u>

## **MOTION/RECOMMENDATION:**

Authorize the Tax Collector's Office to publish the 2009 Delinquent Tax lists in the Sanford Herald newspaper at the quoted rates.

County-wide

Cecilia Monti

## BACKGROUND:

Pursuant to Florida Statutes 197.402, prior to the issuance of tax warrants or the sale of tax certificates, delinquent real property taxes must be advertised in a newspaper of general circulation for three consecutive weeks and the delinquent personal property taxes must be advertised only once. The Board of County Commissioners selects the newspaper in which the advertisements will appear and the Tax Collector must pay all newspaper charges. The proportionate costs of the delinquent tax advertisements are added to the delinquent taxes when they are collected.

The Sanford Herald and the Orlando Sentinel were requested to submit quotes to publish the 2009 Seminole County Delinquent Tax List. The following legal advertisement rates for publication were submitted.

**The Sanford Herald** - Quote: 90 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion. The rate is applicable to weekday or Sunday advertisements. The cost per page is \$217.35 at the 90-cent rate and \$181.12 at the 75-cent rate based on 241.5 square inches.

**The Orlando Sentinel** - Quote: The cost of advertising in the Seminole Section of the Orlando Sentinel newspaper is \$12.40 per column inch for a total per page charge of \$2,604 based on 210 square inches.

The 2008 Delinquent Tax advertisement was awarded to the Sanford Herald at a cost of 90 cents per square inch or \$217.35 for the first insertion and 75 cents per square inch or \$181.12 per page for the second insertion. The actual advertisement cost based on approximately 119 pages of real properties and 3 pages of tangible personal property was \$69,431.46.

The proposed advertising rates submitted by the Sanford Herald are unchanged from the prior year quote. The Orlando Sentinel rates are 275% higher than the prior year quote.

## **STAFF RECOMMENDATION:**

Based on the submitted quotes, staff recommends that the 2009 Delinquent Tax List be published in the Sanford Herald. The Seminole County Tax Collector concurs with this recommendation.

## ATTACHMENTS:

- 1. Sanford Herald Quote
- 2. Orlando Sentinel Quote

Additionally Reviewed By: No additional reviews

## Monti, Cecilia

From: Sent: To: Subject: Gene Kruckemyer [gkruckemyer@mysanfordherald.com] Thursday, December 31, 2009 1:11 PM Monti, Cecilia Re: 2009 Delinguent Tax Advertisement Quote

Ms. Monti,

Thank you for asking The Sanford Herald to again bid on the advertisements for the Seminole County 2009 delinquent real and personal property taxes.

Our proposal is the same this year as the accepted bid last year: 90 cents per square inch for the first publication of the lists, and 75 cents on subsequent required publications. These rates apply to publishing dates of either Sunday or Wednesday.

Based on the 241.5 inches of space per page, the price per page would be \$217.35 per page at the 90-cent rate, and \$181.12 per page at the 75-cent rate.

Thank you for the opportunity to publish the rolls again, as we have previously done. Please let me know that you received this mail.

Gene Kruckemyer, publisher The Sanford Herald <u>GKruckemyer@MySanfordHerald.com</u> 407-322-2611 office 407-406-4628 cell

On Dec 21, 2009, at 4:14 PM, Monti, Cecilia wrote:

The time frame for advertising Seminole County's 2009 delinquent real and personal property tax list is tentatively set between the last week in April and the third week of May 2010. Per Florida Statutes, the list of delinquent real property taxes must be advertised *three times* prior to the sale of the tax certificates and delinquent personal property taxes once, both utilizing parcel identification numbers or other identifying numbers (versus complete legal descriptions).

# We are requesting a weekday and Sunday price quote for the advertisement of this listing based on the guidelines set forth in Section 50.061, Florida Statutes, excerpts as follows:

"50.061(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission, or refund.

50.061(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than <u>304,000</u>, according to the latest official decennial census, the charge for publishing each such official notice or legal advertisement shall be <u>80 cents per square inch</u> for the first insertion and 60 cents per square inch for each subsequent insertion."

Seminole County's population is estimated at 423,759.

Please respond via e-mail, providing your proposed quote by January 4, 2010.

Thank you.

## Monti, Cecilia

From:	Friedrich, Penney [PFriedrich@orlandosentinel.com]
Sent:	Tuesday, December 22, 2009 10:09 AM
То:	Monti, Cecilia
Subject:	RE: 2009 Delinquent Tax Advertisement Quote

Cecila – The rate quote for the *Orlando Sentinel* to advertise the Seminole County's 2009 delinquent real and personal property tax list in the Seminole County Section is \$12.40 per column inch on Thursdays and \$16.25 per column inch on Sundays. A column inch is 1.608"x1". Thank you for considering the *Orlando Sentinel Media Group* for your advertising needs. Penney

# Penney Friedrich

Advertising Account Executive Orlando Sentinel/Sun Sentinel 633 N. Orange Ave., Orlando, FL 32801 Phone: (407) 420-5375 Fax: (407) 420-5246 pfriedrich@orlandosentinel.com

From: Monti, Cecilia [mailto:cmonti@seminolecountyfl.gov]
Sent: Monday, December 21, 2009 4:15 PM
To: Friedrich, Penney; Gene Kruckemyer
Subject: 2009 Delinquent Tax Advertisement Quote

The time frame for advertising Seminole County's 2009 delinquent real and personal property tax list is tentatively set between the last week in April and the third week of May 2010. Per Florida Statutes, the list of delinquent real property taxes must be advertised *three times* prior to the sale of the tax certificates and delinquent personal property taxes once, both utilizing parcel identification numbers or other identifying numbers (versus complete legal descriptions).

# We are requesting a weekday and Sunday price quote for the advertisement of this listing based on the guidelines set forth in Section 50.061, Florida Statutes, excerpts as follows:

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Seminole County's population is estimated at 423,759.

Please respond via e-mail, providing your proposed quote by January 4, 2010.

Thank you.

**Cecilia Monti** Financial Manager Seminole County Fiscal Services (407) 665-7175 Work (407) 665-7183 Fax

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**DIVISION:** Budget

SUBJECT: BAR #10-37 - \$22,497,278 - Administrative Services - Self Insurance Funds

DEPARTMENT: Fiscal Services

AUTHORIZED BY: Lisa Spriggs	CONTACT: Karen Hufman	<b>EXT</b> : <u>7173</u>

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-37 through the Self Insurance Funds in the amount of \$22,497,278 to provide funding for Health Insurance.

County-wide

Lisa Spriggs

#### BACKGROUND:

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On August 25, 2009, the Board of County Commissioners authorized staff to negotiate the contracts for Group Medical Benefits and FSA administration with Blue Cross Blue Shield of Florida and re-insurance with Symetra for the self-insured option with the Clinic model. On December 8, 2009, the Board of County Commissioners approved the negotiated contracts, as well as approving the funding of \$400K to provide for the initial payments to the service providers.

The attached Budget Amendment Request (BAR) is to fully fund the new Health Insurance Fund for FY 2009/10, which will account for the following activities:

- Receipt of insurance premiums for health insurance coverage. This will include both the employees and employers portions in the following County operations:
  - Tax Collector
  - Supervisor of Elections
  - Port Authority
  - Board of County Commissioners
- Payment of insurance claims for health services provided: Blue Cross Blue Shield will review and pay all applicable claims submitted, and then the County will reimburse Blue Cross Blue Shield for total claims paid on behalf of the County. If a claim exceeds \$200K, the County will be reimbursed by Symetra.
- Payment for claims processing services: Blue Cross Blue Shield will process all claims and will be paid an administrative fee for their services.
- Payment for administration of flexible spending accounts: Blue Cross Blue Shield will continue to be the service provider.
- Payment of insurance premium for stop loss policy purchased from Symetra: County will

receive insurance reimbursement for claims exceeding \$200K.

• Any other costs or revenues associated with health insurance provision.

The attached Budget Amendment Request is also to transfer \$5.8M of reserves from the Property/Liability and Workers Compensation Self-Insurance Funds to the Health Insurance Fund. Of the \$5.8M transfered, \$5M is being held in Reserves to assure there will be sufficient funds in the event health insurance claims exceed what is budgeted for and for timing lags associated with reimbursement from re-insurance carrier. The Health Insurance Reserve of \$5M represents five (5) months of claims payments.

Reserves remaining after adjustment in the Property/Liability and Workers Compensation Funds will total \$8.7M on a budgetary basis.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #10-37 through the Self Insurance Funds in the amount of \$22,497,278 to provide funding for Health Insurance.

#### ATTACHMENTS:

1. BAR 10-37 Health Insurance Fund [2]

Additionally Reviewed By: No additional reviews

H:\OM\Omb\BAR-DFS-BCR\FY 2009-10 BAR-DFS-BCR's\Administrative Services\Risk Mgmt\BAR 10-37 Health Insurance Fund.doc	

2010-R- BUDGET AMENDMENT REQUEST
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TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: Budget Amendment Resolution Department: Administrative Services Fund(s): Health Insurance Fund

PURPOSE: Fully fund the new Health Insurance Fun
--------------------------------------------------

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

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

Project # Account Title

# See attached 22,497,278 Total Sources \$ 22,497,278 Uses: * 22,497,278 Account Number Project # See attached 22,497,278 Total Uses * 22,497,278

#### **BUDGET AMENDMENT RESOLUTION**

This Resolution, 2010-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida ______ as reflected in the minutes of said meeting.

Attest:

Sources:

Account Number

Maryanne Morse, Clerk to the Board of County Commissioners

Date: _____

Entered by County Finance Department

FS Recomme	endation
Analyst	Date
<u>K Hufman</u> Financial Mgr	<u>12/18/09</u> Date
Budget Manager	Date
Director	Date
<u>10-37</u> BAR	

Amount

By:_____ Bob Dallari, Chairman

Date: _____

Date: _____

# SOURCES

Account #	Account Title	Amount
50300.341220	BOCC -Insurance Premium-Employer	7,865,730
50300.341230	BOCC -Insurance Premium-Employee	1,938,429
50300.341270	Supervisor of Elections - Ins Premium	101,700
50300.341260	Tax Collector - Insurance Premium	519,102
50300.341280	Port Authority - Insurance Premium	25,200
50300.341240	, Retirees - Insurance Premium	636,723
50300.341250	COBRA - Insurance Premium	185,166
50300.341210	Internal Service Charges	(400,000) *
50300.369310	Stop Loss Reimbursements	50,000
50300.361100	Interest Revenue	10,000
50300.381100.50100	Transfer from Other Funds	3,920,833
50300.381100.50200	Transfer from Other Funds	1,861,781
		16,714,664
USES		
50300.010520.530340	Contracted Services	332,942 *
50300.010520.530450	Insurance Policy	331,722 *
50300.010520.530451	BCC Insurance Claims	11,000,000
50300.010520.530499	Operating Contingency	50,000
50300.999926.599998	Reserves	5,000,000
		16,714,664
SOURCES		
50100.999920.599998	Reserves	3,920,833
50200.999922.599998	Reserves	1,861,781
		5,782,614
USES		
50100.010505.590910.50300	Transfers To Other Funds	3,920,833
50200.010506.590910.50300	Transfers To Other Funds	1,861,781
		5,782,614

* BAR 10-29 had already set-up \$400K of budget for insurance and contracted svc, so this BAR reflects the difference needed (and changes revenue account).

#### Consent

#### 1/26/2010

#### Item # 11

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Authorize Release of the Maintenance Agreement and Irrevocable Letter of Credit</u> for the C.A. Stone

DEPARTMENT: Planning and Development	DIVISION: Development Revie	W
AUTHORIZED BY: Alison Stettner	CONTACT: Lee Shaffer	<b>EXT</b> : <u>7346</u>
MOTION/RECOMMENDATION:	reament and Irray cookies Latter	

Authorize the release of the Maintenance Agreement and Irrevocable Letter of Credit #2577-1101 in the amount of \$19,979.70 for the C.A. Stone road improvements.

District 1 Bob Dallari

Lee Shaffer

#### BACKGROUND:

Section 35.44 (e) Additional Required Legal Submittals, of the Seminole County Land Development Code, required the C.A. Stone project to have a Maintenance Agreement and Irrevocable Letter of Credit, specifically, Maintenance Agreement and Irrevocable Letter of Credit #2577-1101 for \$19,979.70 (First Commercial Bank of Tampa Bay), to insure against any significant degradation in operating conditions resulting from any defective work covered by this maintenance agreement. Staff conducted a two year maintenance inspection for this project located on the SE corner of Red Bug Lake Road and Mikler Road and determined the improvements to be satisfactory.

#### STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the C.A. Stone Maintenance Agreement and Irrevocable Letter of Credit #2577-1101 in the amount of \$19,979.70 for the C.A. Stone road improvements.

#### ATTACHMENTS:

- 1. Maintenance Agreement
- 2. Irrevocable Letter of Credit

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

#### SUBDIVISION AND SITE PLAN

#### MAINTENANCE AGREEMENT (Road Improvements)

THIS AGREEMENT is made and entered into this <u>30</u> day of <u>November</u> 19207 between <u>CWS-OVIEDO DEVELOPMENT, LLC</u> day of <u>November</u>

hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

#### WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as <u>CASTONE PCD</u>, a Plat of which is recorded in Plat Book Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated <u>OCTOBER</u>, 192006 (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from <u>NovEMBER30</u>, 19207; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 2571-101 issued by fillst commonCiar Bank of Tamila BAM, in the sum of <u>NINETEEN THOUSAND NINE</u> DOLLARS (\$ 19,979.70). HUMDLED SEVENTY NINE (70/100

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of <u>MINETEER</u> <u>THOUSAND MINE HUNDLED SEVENTI # 70/100</u> DOLLARS \$ <u>/9,979.70</u>) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from <u>NOUEMER 30</u>, <u>10207</u>, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

1

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

( WS-OVIEDO DEVELOPMENT, LLC Signed, sealed and delivered in the presence of: MANAGING MEMBEL By: anno nanda //Date: DEPARTMENT OF PUBLIC WORKS ROADS DIVISION SEMINOLE COUNTY FLORIDA Albert English, Manager Roads/Stormwater Date: 12-20-07 12-20-07 Within authority delegated by the County Manager pursuant to Resolution fany Public State of Florida No. 97-R-66 adopted March 11, 1997 Teresa L Touchton and further delegated by Memorandum My Commission DD532283 dated March 27, 1997, Re: Streamling Expires 05/19/2010 of Development-Related Agenda Items and approved on April 2, 1997. STATE OF SS ) COUNTY OF The foregoing instrument was acknowledged before me this _____ day of <u>NOVEMBER</u>, <u>HROOT</u>, by <u>CAPL</u> U. SAHLSTEN, who is personally known to me or who has produced FL. <u>APIVERS NCENSE</u> as identification. GINA LICARI Ginalicaru Print Name Notary Public - State of Florida Notary Public in and for the County ty Commission Expires Jun 26, 2011 and State Aforementioned Commission # DD 689161 **Bonded Through National Notary A** My commission expires:____

P:\USERS\ROGER\PRM\LDCE067



Irrevocable Letter of Credit (For Maintenance Agreement – Road Improvement)

Seminole County Board of County Commissioners 1101 East First Street Sanford, Florida 32771

RE: Irrevocable Letter of Credit No. 2577-1101

Dear Commissioners:

By order of CWS-Oviedo Development, LLC, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on one time up to an aggregate amount of Nineteen Thousand Nine Hundred Seventy-Nine and 79/100 Dollars (\$19,979.70) available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated November <u>30</u>, 2007, between CWS-Oviedo Development, LLC and Seminole County is in default.

Drafts must be drawn and negotiated on or before January 14, 2010, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 2577-1101 of First Commercial Bank of Tampa Bay dated November <u>30</u>, 2007 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter shall automatically renew itself for successive one-year periods, unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. Regardless of renewable terms, this Letter of Credit shall expire and terminate on January <u>30</u>, 2010, approximately twenty-six months from the date of the Maintenance Agreement. In the event a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with CWS-Oviedo Development, LLC.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled." In any event, upon expiration of the Maintenance Agreement dated November **30**, 2007, and the completion of the obligations there under, you will return the original Letter of Credit to this Bank marked "Cancelled."

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorney's fees, but the Issuer shall not be responsible for any attorney's fees in the excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

FIRST COMMERCIAL BANK OF TAMPA BAY 4600 West Kennedy Blvd., Tampa, FL 33609 • Telephone: 813-287-0500 This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated November <u>30</u>, 2007, and referenced herein.

Very truly yours,

Troy Newsome, Jr. Senior Vice President



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for</u> <u>Centre for Alternative Medicine</u>

DEPARTMENT: Planning and Development	DIVISION: Development Revie	<u>W</u>
AUTHORIZED BY: Alison Stettner	CONTACT: Lee Shaffer	<b>EXT</b> : <u>7346</u>

#### MOTION/RECOMMENDATION:

Authorize the release of the Centre for Alternative Medicine Right-of-Way Utilization Permit Maintenance Bond #OFL0571165 in the amount of \$2,762.20 for the Centre for Alternative Medicine road improvements.

District 1 Bob Dallari

Lee Shaffer

#### BACKGROUND:

Section 35.44 (e) Additional Required Legal Submittals, of the Seminole County Land Development Code, required the Centre for Alternative Medicine project to have a Right-of-Way Utilization Permit Maintenance Bond, specifically, Maintenance Bond #OFL0571165 for \$2,762.20 (Old Republic Surety Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at 6012 Aloma Woods Blvd. and determined the improvements to be satisfactory.

#### STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Centre for Alternative Medicine Right-of-Way Utilization Permit Maintenance Bond #OFL0571165 in the amount of \$2,762.20 for the Centre for Alternative Medicine road improvements.

#### ATTACHMENTS:

- 1. Right-of-Way Utilization Permit Maintenance Bond
- 2. Power of Attorney

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

#### RIGHT-OF-WAY USE PERMITTING

#### RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND (Streets, Curbs, Storm Drains)

#### KNOW ALL MEN BY THESE PRESENTS:

Bond#OFL0571165

That we Centre for Alternative Medicine, inc. _____, whose address is 6012 Aloma Woods Blvd., Suite#1000, Oviedo FL 32765 ______, hereinafter referred to as "PRINCIPAL" and Old Republic Surety Company ______, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 2;762:200 ________ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as 6012 Aloma Woods Blvd, recorded in Plat Book <u>47</u>, Page(B) <u>47-49</u>, Public Records of Sominole County, Florida; and *Suite#1000, Oviedo, FL 32765

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated <u>November 8</u>, 2005, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from <u>October 4</u>, 2007.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from October 4, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree. The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of hids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the _____ day of <u>October</u>_____ 20_07____.

Name and Address:	Centre	Alternative Medicine,	, Inc. (Seal)
6012 Aloma Woods Blvd, Sui	te #1000	PRINCIPAL	
Oviedo, FL 32765	By. Muy	htte Its: pre	esi bert
	Attest: Atte	corporation)	Suler
		corporation)	
Name and Address:		lic Surety Company	(Scal)
1485 So.Semoran Blvd,Suite	#1485	SURETY	
Winter Park, FL 32793	By: Jal	S. Kan Its: Attor	ney In Fact
	( Jts Att	omey-in-Fact Gail S. Ba	irr
	Attest; RQ	ul Bre	
,	Karin Pe	rez	

(App E, LDC, through Supp 16).

87.47 S. 38 - 58 its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

CRAIG SIBLEY, JAMES H. BREEN, BARBARA ANN VACCARO, GAIL S.

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000) ---- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant (i) secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal (ii) be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority (iii) evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of AUGUST, 2006.



# On this 18TH day of AUGUST, 2006

, personally came before me, .

JAMES E. LEE

and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation. and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public My commission expires: 01/18/2009

#### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force. 92-2936

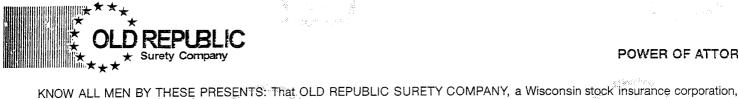


ORSC 22262 (3/06)

POWER OF ATTORNEY

OF

BARR



does make, constitute and appoint:

MAITLAND, FL

в.

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Burleson Acres Final Plat

DEPARTMENT: Planning and Development DIVISION: Development Review

AUTHORIZED BY: Alison StettnerCONTACT: Brian M. WalkerEXT: 7337

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute, the final plat for Burleson Acres located on the east side of Van Arsdale Street, north of Florida Ave. in Section 36, Township 20 S, Range 31 E – Mathew Burleson, applicant.

District 2 Michael McLean

Brian Walker

#### BACKGROUND:

The applicant, Mathew Burleson, is requesting approval of the final plat for Burleson Acres. The property is located on the east side of Van Arsdale Street, north of Florida Ave. in Section 36, Township 20 S, and Range 31 E. The plat consists of a three (3) lot residential subdivision zoned A-5 (Agricultural lots – minimum lot size of 5 acres). The parcels meet all requirements of the zoning district and will be served by a septic system and water from Seminole County.

The plat meets all applicable requirements of Chapter 35, Section 35.122, Seminole County Land Development Code and Chapter 177, Florida Statutes. As no infrastructure is proposed, the proposed plat does not require a performance bond.

#### **STAFF RECOMMENDATION:**

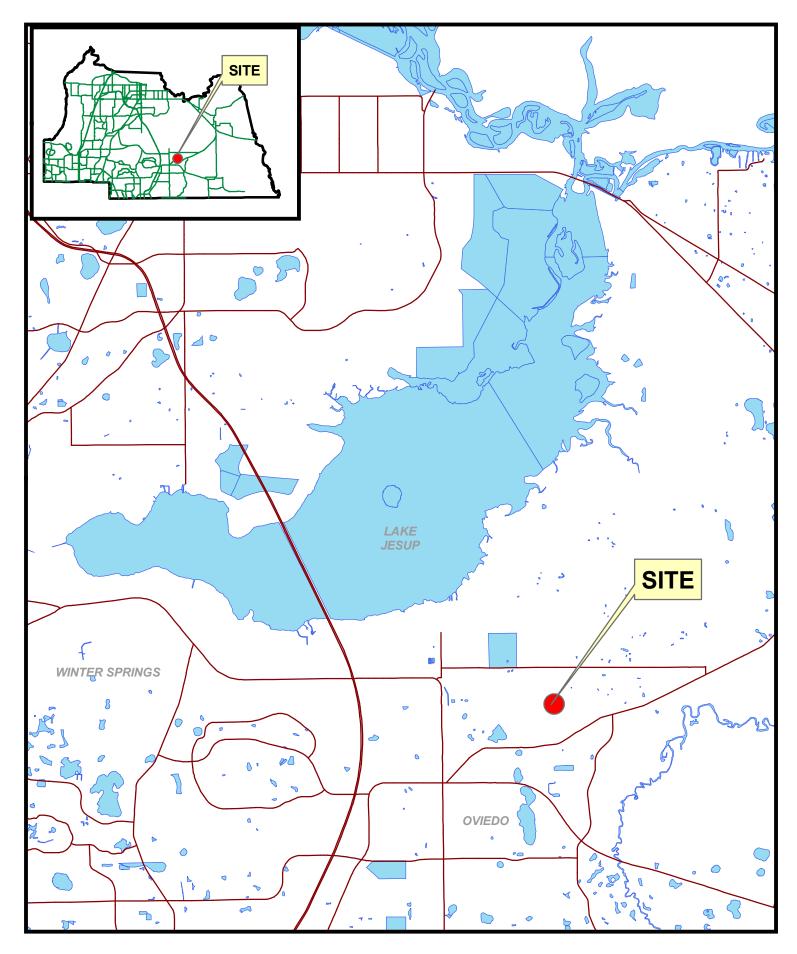
Staff recommends the Board approve and authorize the Chairman to execute, the final plat for Burleson Acres located on the east side of Van Arsdale Street, north of Florida Ave. in Section 36, Township 20 S, Range 31 E as requested by the applicant.

#### ATTACHMENTS:

- 1. Area Map
- 2. Location Map
- 3. Aerial Map
- 4. Reduced Copy of Plat

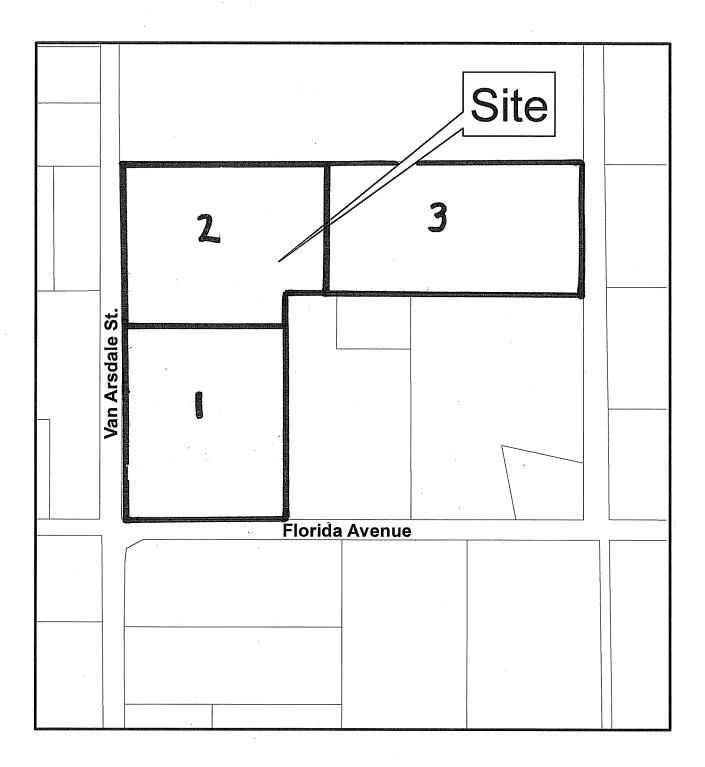
Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



Burleson Acres Subdivision Area Map





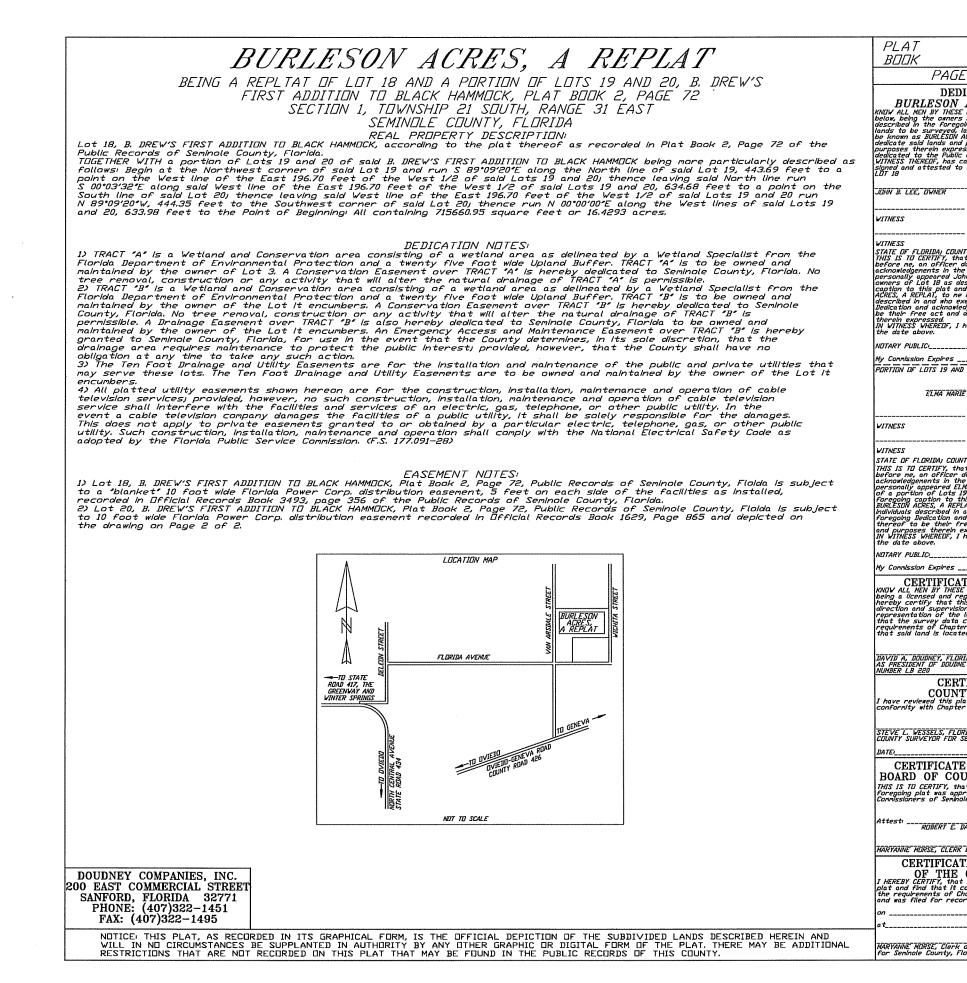
# Burleson Acres Subdivision Location Map



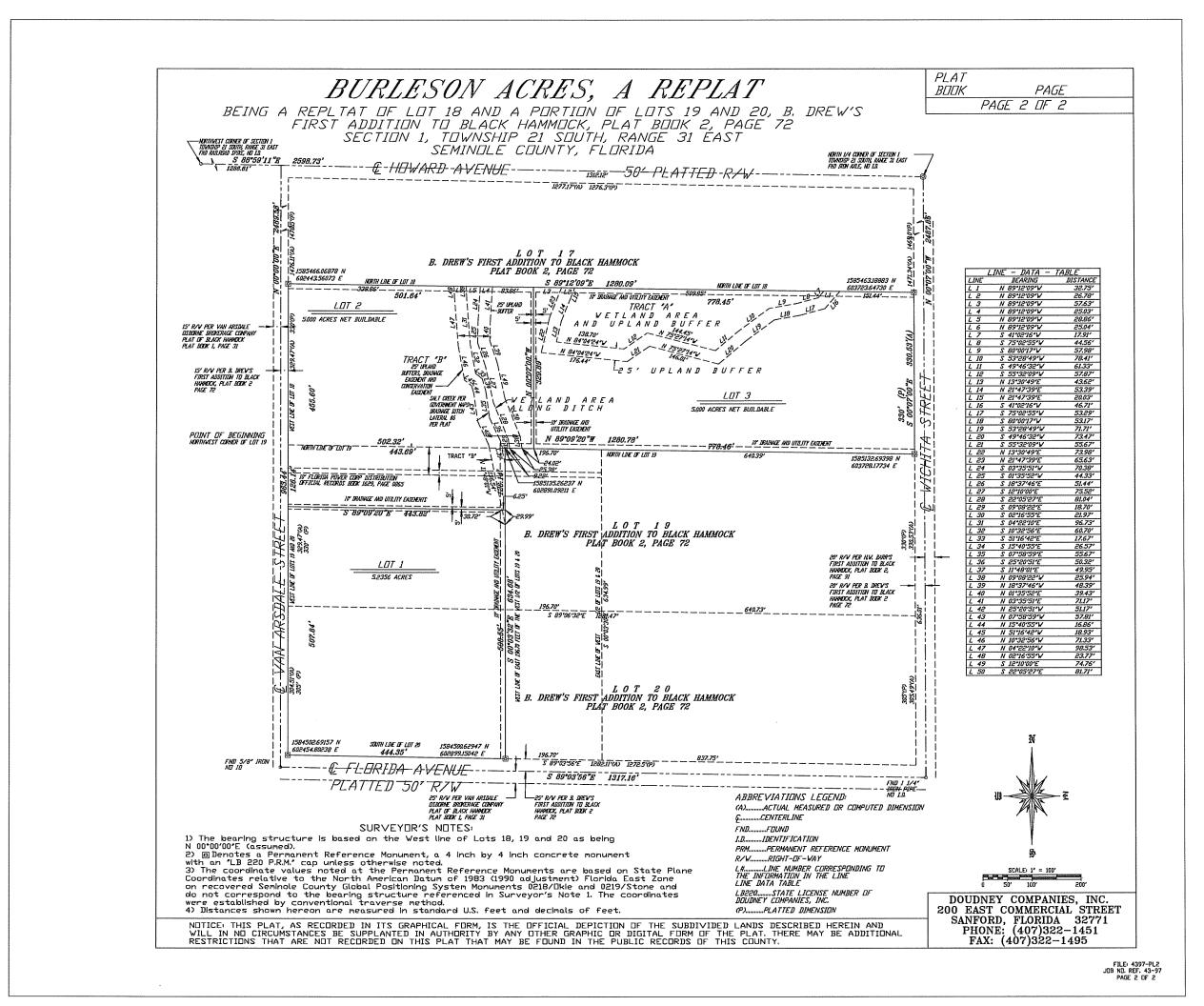


# Burleson Acres Subdivision Aerial Map





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FICATE OF SURVEYOR (THESE PRESENTS, that the undersigned, and registered land surveyor, does that this plat mas prepared under his pervision and is a correct of the lands hereon described and that complex with all of the Chapter J77, Florida Statutes; and i located in Seminole County, Florida.	
Y, FLURIDA REGISTRATION NUMBER 3939 DOUDNEY COMPANIES, INC. CERTIFICATE	
CERTIFICATE OF DUNTY SURVEYOR	
OUNTY SURVEYOR this plat and find it to be in Chapter 177, Florida Statutes.	
S, FLORIDA REGISTRATION NUMBER 4589 R FOR SEMINDLE COUNTY, FLORIDA	
2009	
CATE OF APPROVAL BY COUNTY COMMISSIONERS	
IFY, that on, 2009 the as approved by the Board of County Seminole County, Florida.	
Semancie Courty, Florida.	
RT E. DALLARI, CHAIRMAN	
CLERK OF THE BOARD	4
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Clerk of the Circuit Court in and inty, Florida.	
	- 4397-PL1
JON BOL PAGE	4397-PL1 REF. 43-97 1 DF 2



#### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Bella Tuscany Final Plat

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Alison Stettner CONTACT: Brian M. Walker EXT: 7337

#### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute, the final plat for the Bella Tuscany Subdivision located on the north side of EE Williamson Road, approximately ½ mile east of I-4 in Section 25, Township 20 and Range 29 – Bill Cox, applicant.

District 4 Carlton D. Henley

Brian M. Walker

#### BACKGROUND:

The applicant is requesting final plat approval for a 7-lot single family residential subdivision.

The proposed subdivision is located on the north side of EE Williamson Road, approximately ½ mile east of I-4 on 4.81 acres more or less and is zoned R-1A (Residential – minimum 9000 square foot lots).

Utilities, Inc. will provide sewer and water services.

Staff has reviewed the plat and finds that it complies with Chapter 35 of the Seminole County Land Development Code and Chapter 177, Florida Statutes. As the entire infrastructure has been completed and approved, the applicant has posted a maintenance bond to be recorded with the plat in compliance with SCLDC 35.44 (e) Additional Required Legal Submittals (1) Bonds to guarantee all infrastructure improvements.

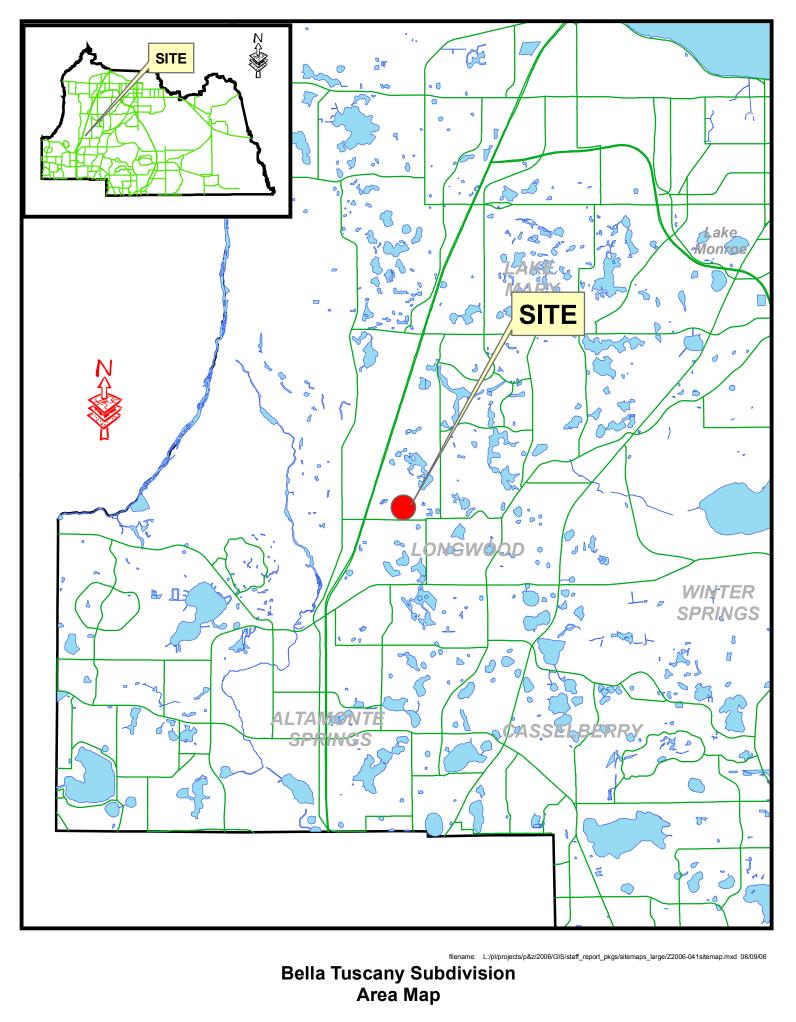
#### **STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute, the final plat for the Bella Tuscany Subdivision located on the north side of EE Williamson Road, approximately 1/2 mile east of I-4 in Section 25, Township 20 and Range 29 as requested by the applicant.

#### ATTACHMENTS:

- 1. Area Map
- 2. Location Map
- 3. Aerial Map
- 4. Reduced Copy of Plat







Bella Tuscany Subdivision





Bella Tuscany Subdivision



# BELLA TUSCANY

SECTION 25, TOWNSHIP 20 SOUTH, RANGE 29 EAST SEMINOLE COUNTY, FLORIDA

#### LEGAL DESCRIPTION

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 (less the South 15 feet for Road), Se 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 25, Township 20 South, Range 29 East; then along the South line of said Southwest 1/4, a distance of 990.07 feet; thence run N 00°25'37" E, a distance of 25.0 Right of Way line of E.E. Williamson Road per Plat Book 6, Page 41 of the Public Records of Seminole County, Fl OF BEGINNING ; thence continue to run N 00°25'37" E, along the West line of the East 1/2 of the Southwest 1/4 of of the Southwest 1/4 of said Section 25, a distance of 636,24 feet; thence run S 88°13'45" E, a distance of 328.45 of Bay Lagoon Unit One, according to the Plat thereof, as recorded in Plat Book 28, Page 18 of the Public Records County, Florida; thence run S 00°14'56" W, along said West line, a distance of 636.50 feet to said North Right of V Williamson Road; thence run N 88°11'31" W, along said North Right of Way line, a distance of 330.42 feet to the BEGINNING.

#### SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF E.E. WILLIAMSON ROAD, HAVING A BEARING OF N 88*11*31* W PER DEED. 2. ALL LINES ARE NON-RADIAL (N.R.) UNLESS INDICATED AS RADIAL (R).

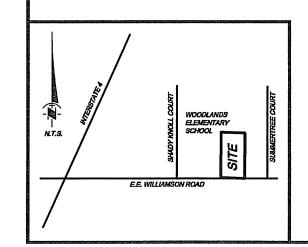
3. STATE PLANE COORDINATES AS SHOW HEREON WERE BASED UPON SEMINOLE COUNTY SECTION CORNERS FOR SECTION 25, TOWNSHIP 20 SOUTH, RANGE 29 EAST. THE BEARINGS AND DISTANCES DERIVED HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE AND ARE THEREFORE NOT CONSISTENT WITH THE BEARINGS AND DISTANCES SHOW ON THIS PLAT. STATE PLANE COORDINATES FOR POINTS 3335601 AND 3336001 AS PUBLISHED BY SOUTH 1/4 CORNER. SECTION 25-20-29 N.1592089.359 E 538220.865 SOUTHWEST CORNER, SECTION 25-20-29 N.1592127.147 E.535581.971 4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

5. TRACT "A" IS A PRIVATE STREET AND RIGHT OF WAY TO BE OWNED AND MAINTAINED BY BELLA TUSCANY HOMEOWNERS ASSOCIATION, AND SHALL ALSO SERVE AS UTILITY EASEMENTS FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES BY THE PRIVATE UTILITY COMPANIES SERVING THE LAND.

8. ALL DRAINAGE AND UTILITY EASEMENTS SHOWN ON THE PLAT ARE HEREBY RESERVED IN FAVOR OF AND SHALL BE MAINTAINED BY THE BELLA TUSCANY HOMEOWNERS ASSOCIATION.

7. TRACT "B" IS A STORMWATER MANAGEMENT TRACT AND SHALL BE OWNED BY THE BELLA TUSCANY HOMEOWNERS ASSOCIATION. A DRAINAGE EASEMENT IS HEREBY DEDICATED TO SEMINOLE COUNTY OVER THE RETENTION POND AND ASSOCIATED INFRASTRUCTURE LOCATE WITHIN TRACT "B".

8. TRACT "C" IS A COMMON AREA AN IS TO BE OWNED AND MAINTAINED BY THE BELLA TUSCANY HOMEOWNERS ASSOCIATION.



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HARTLEY SURVEYING, INC 283 TIGER LILY COURT ALTAMONTE SPRINGS, FL 32714 407-383-6978 407-788-9415 (FAX) LB #7197

#### JOINE

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Signed, seale

SHEET 1 OF 2	PLAT BOOK PAGE
	BELLA TUSCANY <u>DEDICATION</u>
	KNOW ALL MEN BY THESE PRESENTS, That the undersigned, is the lawful Owner of the lands described in the caption hereon, and it has caused the lands to be surveyed, and this plat, mode in accordance with said survey, is hereby adopted as the true and correct plat of said lands. The streats shown on this Plat are not required for Public use and such streets are not and will
ection 25, Township	not be part of the county system of the public neads. Saki strends shall remain private and be conveyed to the Bells Tucscary Homeownere Association. Owner does hereby grant to the present and future owners of adjacent lands and fine process, invitees, licenses and domestic help, and to delivery, pick up, and fine procession services police and other authorities of law, luibed States
ce run N 88°11'31" W.	Postul Service Medi Carriers, representatives of utilities authorized by the Owner, to eerve the land shown on this plat, holdens of mortgage liens on such lands and such other persons as the Bella Tuscany Homeowners Association from thes in time designate, the non-exclusive and perpetual right of Ingress and egress over and scarsa the node and addewalka. Owner hereby
01 feet to the North lorida and the <u>POINT</u> of the Southeast 1/4	dodicates to Sominolo County an essentant for Ingress and agress acrose all streads and essentents shown on the Pieth for the purposes of reconstructing, repering, maintaining, inspecting and other schiftles desmed appropriate or necessary by Seminolo County relating to the facilities constructed or installed or to be installed for the lands so subdivided or for the public good and weffare, and which may include built not instal to it. The following; water, sanilary sever, stormwater severe, power, italspiano, cable blevistar, street
i feet to the West line Is of Seminole Nay line of E.E. <i>POINT OF</i>	Ighting and any other facilities that shall be constructed on the lands shown on this Pair. Somitade County shall have the right to clear these, brunk or any other impediment of the above facilities. Unless otherwise noted, the Tracks and essentiat shown haveon have been dedicated to the Public for the uses and purposes haven stated. Nothing in this Dedication nor in the essentent of essentents dedicated to Saminale County shall be constructed to impose any obligation whatevore no saminale County shall be constructed to impose any obligation whatevore no saminale County.
	IN WITNESS WHEREOF, the undersigned does hereunto eet his hand on this day of 2009. WITNESSES: CDX CORPORATION
	BILL`COX PRESIDENT
	STATE OF FLORIDA COUNTY OF SEMINOLE
	The forgoing instrument was acknowledged before me this day of by Bill Cox, President of Cox Corporation, who is personally known to me and did not take an oath.
	NOTARY PUBLIC
	My Commission expires:
	CERTIFICATE OF COUNTY SURVEYOR
ER AND CONSENT TO DEDICATION	l have reviewed this plat and find It to be in conformity with Chapter 177.08(1) Florida Statutes.
ed hereby certifies that it is the holder of a mortgage, incumbrance upon the above described property, undersigned hereby joins in and consents to the the lands described above by the owner thereof, it is under the former there in the owner thereof.	Steve L. Wessels, P.L.B. Flortda Registration Number 4939 County Surveyor for Seminole County, Florida DATE:
at it's mortgage, lien, or other encumbrances, which is fficial Records Book 6580, Page 1631, of the Public eminole County, Florida, shall be subordinated to	CERTIFICATE OF SURVEYOR
ilastion. d and delivered in the presence of: Mercantile Bank	transmit of the across were made under my negonational direction and expervision, and the factory were made unvey data contained herein complies with all requirements of Chapter 177 of the Folder Statutes. (Inthins cartify thet I have complied with the neguharmants of Chapter 177.001(7) negarching "parmaneat reference monumenta" and that the land la located within SamholeCounty, Farita.
	HARTLEY SURVEYING, INC. Signature Datact April 28, 2009
Trey Vick Vice-President	Jaff L. Hartlay, Procident Forkin Registration No.5718 Licensed Business No. 7197
	<u>CERTIFICATE OF APPROVAL BY</u> <u>BOARD OF COUNTY COMMISSIONER</u> S
ORIDA SEMINOLE	THIS IS TO CERTIFY, That on the knopping plat was approved by the Board of County Commissioners of Seminole County, Florida:
ERTIFY, that on before me, an afficar zed to takie acknowledgments in the State and resald, personally appeared Trey Vick, Vice- ri the above named Corporation, incorporated	Chelman of the Board ATTEST:
aws of the State of Florida, personally known ndividual and afficar described in and who executed the trument and severally acknowledged the execution	BY
his free act and deed as such officer thereunto duly the official seal of said corporation is duly afficed thereto; of take an oath.	CERTIFICATE OF CLERK OF CIRCUIT COURT I HEREBY CERTIFY That I have examined the foregoing plat and that the it complete in form with all the requirements of Chapter 177, Bridds Stathuer, and was filled for moord
S WHEREOF, I have hereunto set my hand and ve date.	07)
n Dopinea:	CLERK for THE COURT in and for Seminole County, Florida BYD.C.

Printed name

Signature

Printed name

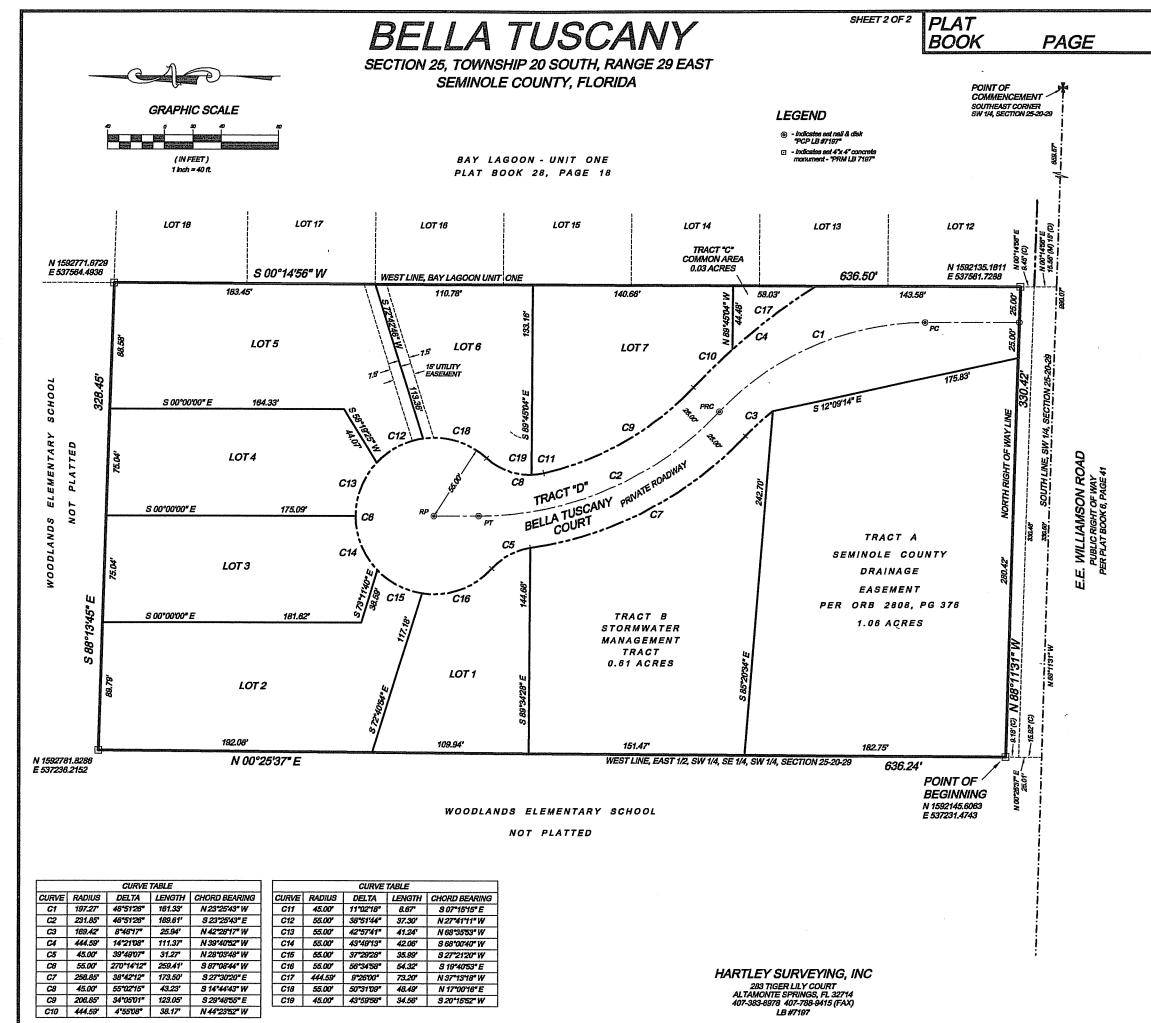
Signature

#### STATE OF FL COUNTY OF

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IN WITNES: seal on the abo

Notary Public Printed Name of My Commission



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Maintenance Agreement (Road Improvements) and Standby Letter of Credit for I-4 Industrial Park Sections 5 & 6

DEPARTMENT: Planning and Development	DIVISION: Development Review	

AUTHORIZED BY: <u>Alison Stettner</u> C

CONTACT: Lee Shaffer EXT: 7346

#### MOTION/RECOMMENDATION:

Accept replacement Maintenance Agreement (Road Improvements) and Standby Letter of Credit # BB 10046/AR45 in the amount of \$180,536.20 and authorize the release of the Maintenance Agreement (Road Improvements) and Standby Letter of Credit # 31-99115/AR45 in the amount of \$180,536.20 for the I-4 Industrial Park Sections 5 & 6 road improvements.

District 5 Brenda Carey

Lee Shaffer

#### BACKGROUND:

Section 35.44 (e) Additional Required Legal Submittals, of the Seminole County Land Development Code, required the I-4 Industrial Park Sections 5 & 6 project to have a Maintenance Agreement (Road Improvements) and Standby Letter of Credit, specifically, Maintenance Agreement (Road Improvements) and Standby Letter of Credit #31-99115/AR45 for \$180,536.20 (Colonial Bank), to insure against any significant degradation in operating conditions resulting from any defective work covered by this Maintenance Agreement (Road Improvements) and Standby Letter of Credit. The acceptance of the replacement Maintenance Agreement (Road Improvements) and Standby Letter of Credit # BB 10046/AR45 (Branch Banking Company (BB&T)) in the amount of \$180.536.20, will continue for the remainder of the two year agreement for the project located West of Elder Road and East of Hickman Drive.

#### STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the I-4 Industrial Park Sections 5 & 6 Maintenance Agreement (Road Improvements) #31-99115/AR45 in the amount of \$180,536.20 for the I-4 Industrial Park Sections 5&6 road improvements and accept the replacement Maintenance Agreement (Road Improvements) and Standby Letter of Credit # BB 10046AR45 in the amount of \$180,536.20 for the I-4 Industrial Park Sections 5&6 road improvements.

# **ATTACHMENTS:**

- 1. Maintenance Agreement (Road Improvements)
- 2. Standby Letter of Credit (Colonial Bank) and Replacement Standby Letter of Credit (BB&T)

Additionally Reviewed By: County Attorney Review (Kathleen Furey-Tran)

#### SUBDIVISION AND SITE PLAN

# MAINTENANCE AGREEMENT

(Road Improvements)

THIS AGREEMENT is made and entered into this day of <u>June 19</u>, 20<u>08</u>, between <u>Space Port U.S.A., Inc. a Florida corporation</u>, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

#### WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as <u>I-4 Industrial</u> Park 5th and 6th Sections, a Plat of which is recorded in Plat Book Pages ______, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated January 27, 2006, (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from <u>June 19</u>, 2008; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. <u>31 99115/AR45</u> issued by <u>Colonial Bank</u>, in the sum of <u>One Hundred Eighty Thousand DOLLARS</u> (<u>\$180,536.20</u>). Five Hundred Thirty-Six and 20/100

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of <u>Hundred Fighty Thousand Five</u> DOLLARS (<u>\$ 180,536.20</u>) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from <u>June 19</u>, 20<u>08</u>, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

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The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hercunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

WITNESSES	
Abern Harless Semigore country, Fronida	ISION
Jeresa F. Joretun Date: <u>7/22/28</u>	n
Notary Public State of Florida Teresa L Touchton My Commission DD532283 Expires 05/19/2010 Kelated Agenda Items and approved on April 2, 1997.	
STATE OF <u>Florida</u> ) ) ss COUNTY OF <u>Orange</u> )	
The foregoing instrument was acknowledged before me this $1^{st}$ day of $July$ , 20 <u>of</u> Andre F. Hickman, President of Space Port U. who is personally known to me or who has pro A., Inc. as identification.	, by duced
LINDSAY N. POULOS MY COMMISSION # DD681389 EXPIRES June 04, 2011 (407) 398-0153 FloridaNotaryService.com (App E, LDC, through Supp 16). EXPIRES June 14, 2011 (App E, LDC, through Supp 16). EXPIRES June 14, 2011 (App E, LDC, through Supp 16). EXPIRES June 14, 2011 (App E, LDC, through Supp 16).	ıđ

Witnesses rles

HOLDER:

DEPARTMENT OF PUBLIC WORKS ROAD OPERATIONS AND STORMWATER DIVISION SEMINOLE COUNTY, FLORIDA

Y.M.

Albert English, Manager Road Operations/Stormwater Division

8/1/08 Date:

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida COUNTY OF Servinde

The foregoing instrument was acknowledged before me this <u>5</u> day of <u>Aug</u>, 20<u>08</u>, by <u>Albert English</u>, who is <u>personally known to me</u> or who has produced as identification.

Deresa L. Dorchet

Signature of Notary Public in and for the County and State Aforementioned

My Commission Expires:

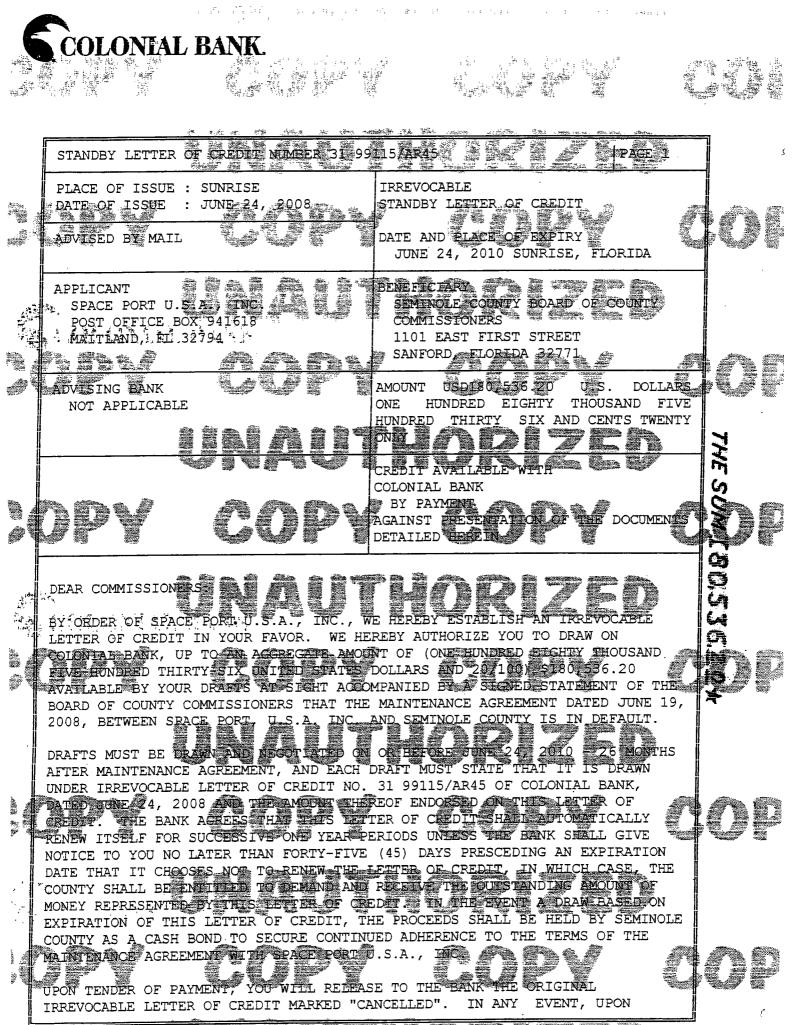


Notary Public State of Florida Teresa L Touchtonr My Commission DD532283 Expires 05/19/2010

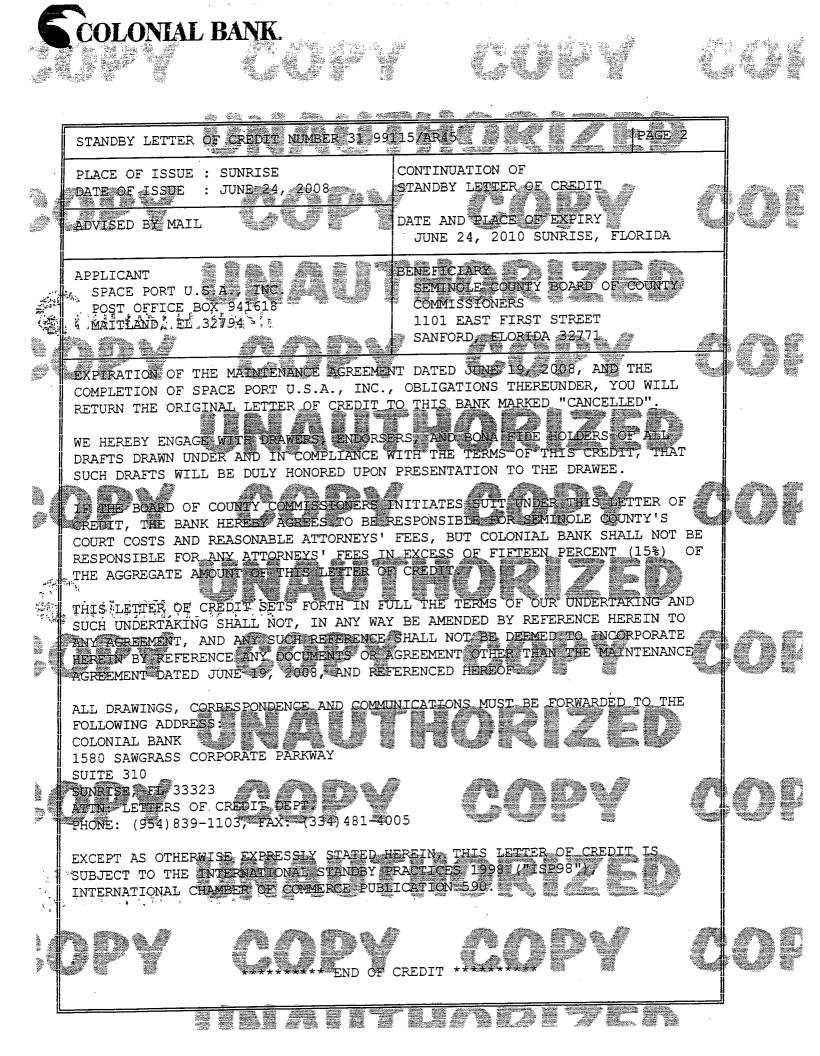
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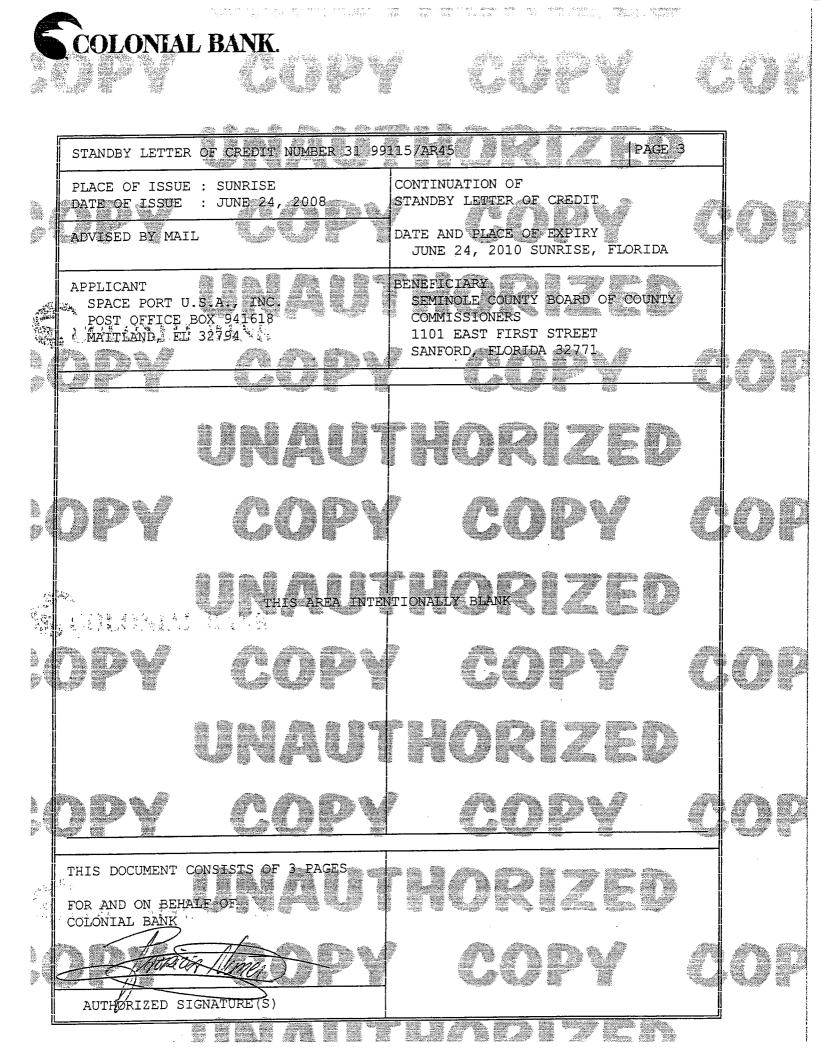
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(App E, LDC, through Supp 16).

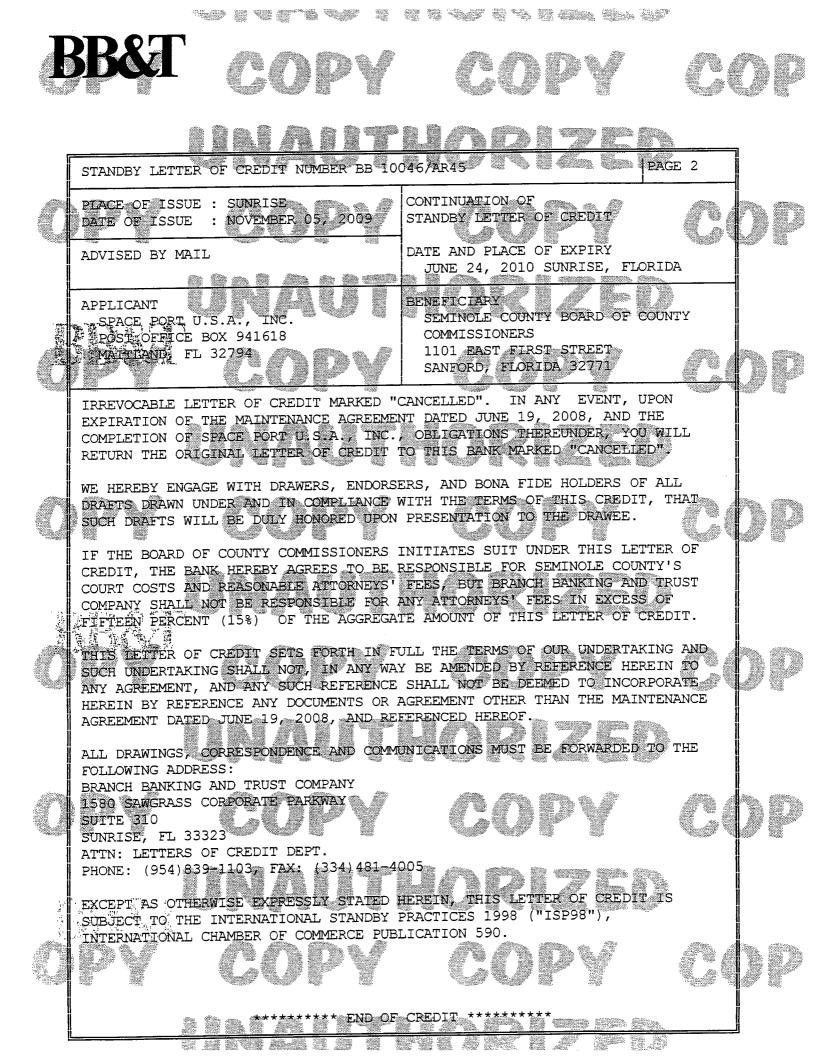


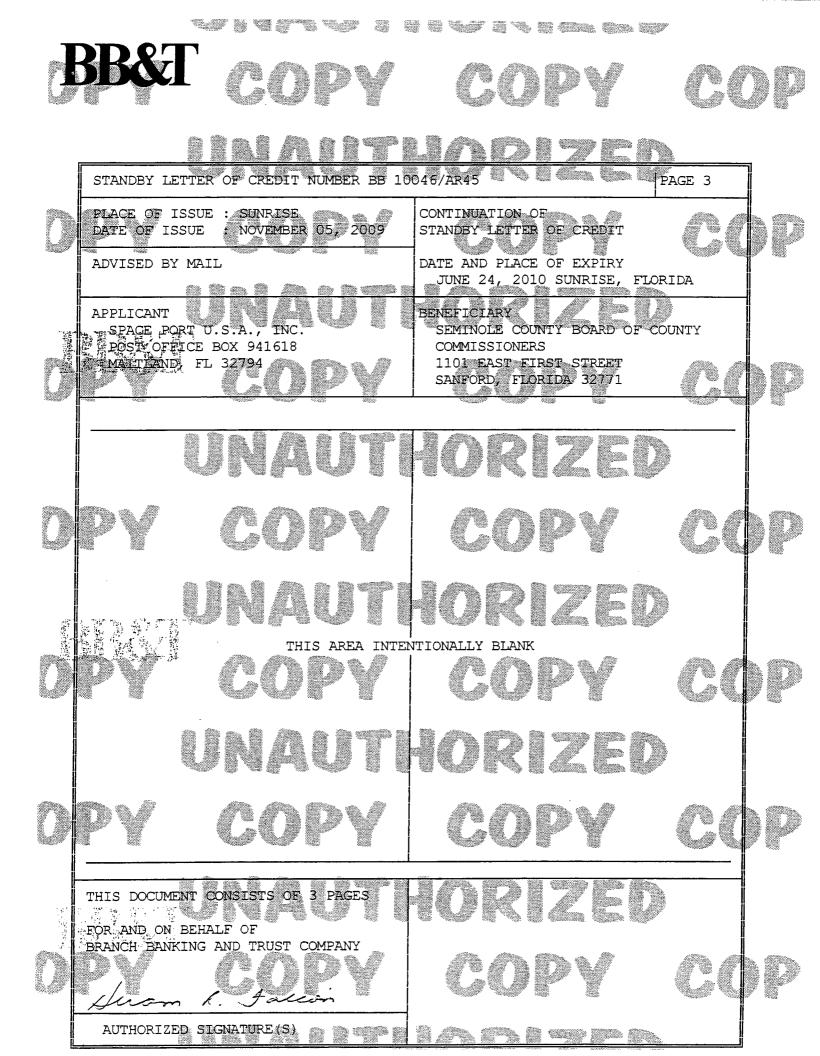
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BB&T COPY COPY	NOV 1 0 2009
	PAGE 1
PLACE OF ISSUE : SUNRISE       IRREVOCABLE         DATE OF ISSUE : NOVEMBER 05, 2009       IRREVOCABLE         ADVISED BY MAIL       DATE AND PLACE OF EXPIRY	COP
APPLICANT SPACE PORT U.S.A., INC. POST OFFICE BOX 941618 MATTIANDI FL 32794 JUNE 24, 2010 SUNRISE, BENEFICIARY SEMINOLE COUNTY BOARD C COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	
NOT APPLICABLE NOT APPLICABLE ONE HUNDRED EIGHTY TH HUNDRED THIRTY SIX AND ONLY	U.S. DOLLARS IOUSAND FIVE CENTS TWENTY
CREDIT AVAILABLE WITH BRANCH BANKING & TRUST CC BY PAYMENT AGAINST PRESENTATION OF T DETAILED HEREIN	<u> </u>
DEAR COMMISSIONERS: BY ORDER OF SPACE PORT U.S.A., INC., WE HEREBY ESTABLISH AN IRR LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRA BANKING AND TRUST COMPANY, UP TO AN AGGREGATE AMOUNT OF (ONE HU THOUSAND FIVE HUNDRED THIRTY-SIX UNITED STATES DOLLARS AND 20/1 \$180,536.20 AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE MAINTEN AGREEMENT DATED JUNE 19, 2008, BETWEEN SPACE PORT, U.S.A. INC. COUNTY IS IN DEFAULT.	W ON BRANCH NDRED EIGHTY 00) SIGNED ANCE
DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JUNE 24, 2010 AFTER MAINTENANCE AGREEMENT, AND EACH DRAFT MUST STATE THAT IT UNDER IRREVOCABLE LETTER OF CREDIT NO. BB 10046/AR45 OF BRANCH TRUST COMPANY, DATED NOVEMBER 5, 2009 AND THE AMOUNT THEREOF EN THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CRE AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLE SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRE EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CRED	IS DRAWN BANKING AND DORSED ON DIT SHALL SS THE BANK SCEDING AN IT, IN WHICH TSTANDING
AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE E BASED ON EXPIRATION OF THIS LETTER OF CREDIT, THE PROCEEDS SHAL SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO OF THE MAINTENANCE AGREEMENT WITH SPACE PORT U.S.A., INC.	L BE HELD BY
UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGIN	





# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Cash Maintenance Bond for Paving & Drainage Improvements for Monroe Commerce Center Phase III

<b>DEPARTMENT:</b> Planning and Development	DIVISION: Development Review	V
AUTHORIZED BY: Alison Stettner	CONTACT: Lee Shaffer	<b>EXT:</b> <u>7346</u>

### MOTION/RECOMMENDATION:

Authorize the release of the Monroe Commerce Center Phase III Cash Maintenance Bond and Maintenance and Escrow Agreement in the amount of \$1,086.80 for the Monroe Commerce Center Phase III road improvements.

District 5 Brenda Carey

Lee Shaffer

### BACKGROUND:

Cash Maintenance Bond and Maintenance and Escrow Agreement for the Monroe Commerce Center Phase III Paving and Drainage improvements in the amount of \$1,086.80 was required by Section 35.44 (e) Additional Required Legal Submittals, (1) Bonds of the Seminole County Land Development Code to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on Elder Road & School Road and determined the improvements to be satisfactory.

## STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Monroe Commerce Center Phase III Cash Maintenance Bond and Maintenance and Escrow Agreement in the amount of \$1,086.80 for the Monroe Commerce Center Phase III road improvements.

## ATTACHMENTS:

- 1. Maintenance Bond
- 2. Cash Maintenance Escrow Agreement

Additionally Reviewed By: County Attorney Review (Kathleen Furey-Tran)

### SUBDIVISION AND SITE PLAN

#### PAVING AND DRAINAGE IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this <u>2</u>^(L) day of <u>OFCEMBER</u> <u>19200</u>; between <u>CHALL RAM PARTNERS</u>, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

### WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as  $\underline{Lors}$ , a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated <u>CCTOREM 16</u>, **B2006**, (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from <u>DECEMBER 10</u>, 19 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of <u>ONETHOUSARE ELECTICIENCE</u> OCLLARS (\$1.096.90).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of <u>ONE THOUSAND EIGHT 15 AND 30/00</u> DOLLARS (\$ 1,086.80 ) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of ______ <u>DEFINIOUSEDEECTIONSERVERCEDEECTIONSERVERCE</u> DOLLARS (<u>\$ 1086.70</u>) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from <u>DEFINITED</u> (), <u>39100</u>; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. 6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered

in the presence of:

SMALL BAY PANTWERS, LLC BY: LSL CORDONATION, IT'S MANAGEN

By: ⁽ HOWBUD SCHIEFENDECKEN, PNESIDENT

Date: DECEMBER 3, 2007

#### SUBDIVISION AND SITE PLAN

### PAVING AND DRAINAGE IMPROVEMENTS CASE MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SMALL BAY PANTWENS, LLC , as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of our THONGHO EIGHTISIX AND BUILD DOLLARS (51,086,90), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does ____, respective heirs, personal bind SHALL BAY PANTWERS, LLC representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated OCTOBER 16, 2006, including surveying, engineering, and land clearing, for <u>mounof control Canter</u> Control Control Canter Can of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: DECEMBER 3	SHALL BAY PANTNENS, LLC
	BT: LSL CONDUNCE TO F
	Principal HOWARD SCHIEFERIOR CKER, PRIEMDENT
	(SEAL)
	Deinginal

Principal

(SEAL)

Principal

(App E, LDC, through Supp 16).

Supplement No. 17

Appendix E-83

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Adoption of a Resolution Accepting a Drainage Easement and Temporary Construction Easement (Emerson Investments International, Inc., to Seminole County) for Property Necessary to Install Drainage Improvements to Provide Erosion Control along the Little Wekiva River

DEPARTMENT: Public Works	DIVISION: Engineering	
AUTHORIZED BY: Gary Johnson	CONTACT: Robert Walter, P.E.	<b>EXT:</b> <u>5753</u>

### MOTION/RECOMMENDATION:

Adopt a Resolution accepting a Drainage Easement and Temporary Construction Easement (Emerson Investments International, Inc., to Seminole County) for property necessary to install drainage improvements to provide erosion control along the Little Wekiva River. Capital Improvement Project Number 00714503.

District 3 Dick Van Der Weide

Jerry McCollum

## BACKGROUND:

The Little Wekiva River Management Master Plan identified the need for erosion control countermeasures along the Little Wekiva River. Emerson Investments International, Inc., has indicated their willingness to donate to Seminole County a Drainage Easement and Temporary Construction Easement for property necessary to construct drainage improvements needed between Montgomery Road and State Road 434 to provide erosion control along the Little Wekiva River.

Capital Improvement Number 00714503.

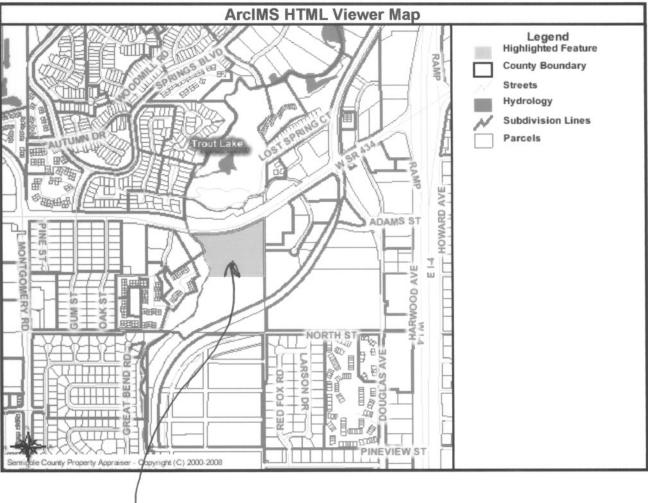
## **STAFF RECOMMENDATION:**

Staff recommends the Board adopt the Resolution accepting a Drainage Easement and Temporary Construction Easement (Emerson Investments International, Inc., to Seminole County) for property necessary to install drainage improvements to provide erosion control along the Little Wekiva River. Capital Improvement Project Number 00714503.

## ATTACHMENTS:

- 1. Location Map Little Wekiva River-Drainage Easement-TCE
- 2. Resolution-Little Wekiva River-Drainage Easement-TCE
- 3. Drainage Easement-Emerson Investments International, Inc.
- 4. Temporary Construction Easement-Emerson Investments International, Inc.

Location Map



- Sobject Parcel

RESOLUTION NO. 2010-R-____

### RESOLUTION

### THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF ______, 2010.

**WHEREAS**, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for drainage improvements along the Little Wekiva River located in Section 03, Township 21 South, Range 29 East, in Seminole County, Florida; and

WHEREAS, the drainage improvements will require easements not owned by the County of Seminole; and

WHEREAS, Emerson Investments International, Inc., has indicated their willingness to donate to Seminole County the required Drainage Easement and Temporary Construction Easement as evidenced by the executed DRAINAGE EASEMENT and TEMPORARY CONSTRUCTION EASEMENT accompanying this resolution.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Seminole County hereby accepts the accompanying Drainage Easement and Temporary Construction Easement executed by the aforementioned property owner, conveying to Seminole County the easements over the land described within the Drainage Easement and Temporary Construction Easement attached hereto.

**BE IT FURTHER RESOLVED** that said Drainage Easement and Temporary Construction Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2010

**ATTEST:** 

BOARD OF COUNTY COMMISSIONERS Seminole County

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

**Bob Dallari, Chairman** 

Prepared Under the direction of: Charles F. Barcus Program Manager II/ Right-of-Way 12-18-09 Document prepared by: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773 Legal Description Approved by: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered this <u>1</u>th day of <u>December</u> 2009, by EMERSON INVESTMENTS INTERNATIONAL, INC., a Florida Corporation, whose address is 370 Centerpointe Circle, Suite 1136, Altamonte Springs, Florida, 32701, hereinafter referred to as the GRANTOR and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE;

**FOR AND IN CONSIDERATION OF** the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual, and permanent easement and right-of-way for drainage purposes with full authority to enter upon, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures and facilities, over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibit "A-1" and Exhibit "A-2"

Property Appraiser's Parent Parcel Identification No: 03-21-29-532-0000-005A

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear, remove from said easement all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon

Page 1 of 2

by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon.

**GRANTOR** does hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand and seal, the day and year first above written.

WITNESSES: (Sign) Print Name: Kaths Sm. (Sign) Print Name

## EMERSON INVESTMENTS INTERNATIONAL, INC. A FLORIDA CORPORATION

Print Name: Title:

Corporate Seal

STATE OF FLORIDA ) ) SS COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this day 2009, by <u>tota</u>, as <u>day</u> (title) of Emerson Investments International, Inc., A Florida Corporation, who is personally known to me or who has produced as identification and did/did not take an oath.

Print Name: Vicginia Partic Dson Notary Public in and for the County and State aforementioned.

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney

Page 2 of 2



DESCRIPTION EASEMENT

#### DESCRIPTION:

A Portion of lots 5 and 6, Kensington Park as recorded in Plat Book 25, Pages 53 and 54, Public Records of Seminole County, also described in Official Records Book 5145, Page 1033, as recorded in the Public Records of Seminole County, Florida, lying in Section 3, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 6, as shown on Plat of Kensington Park, as recorded in Plat Book 25, Pages 53 and 54 of the Public Records of Seminole County, Florida; thence run S 00°15'22"W, 641.79 feet along the East line of said Lot 6 and being also the East line of said Section 3; thence run N 89°44'38"W, 632.74 feet to the centerline of Little Wekiva River; thence run along the centerline of said Little Wekiva River the following 4 (four) courses and distances: 1) N 12°37'47"W, 55.12 feet; 2) N 02°02'22"W, 108.63 feet; 3) N 02°37'37"E, 103.15 feet; 4) N 42°13'51"E, 87.36 feet to the POINT OF BEGINNING; thence continue along centerline of said Little Wekiva River, run the following 2 (two) courses and distances: 1) North 42°13'51" West, 9.44 feet; 2) North 32°09'00" West, 47.05 feet; thence departing said centerline of said Little Wekiva River run the following 4 (four) courses and distances: 1) North 62°42'04" East, 30.00 feet; 2) South 37°52'48" East, 28.49 feet; 3) South 15°33'18" East, 28.60 feet; 4) South 62°42'22" West, 23.00 feet to the centerline of said Little Wekiva River and the POINT OF BEGINNING.

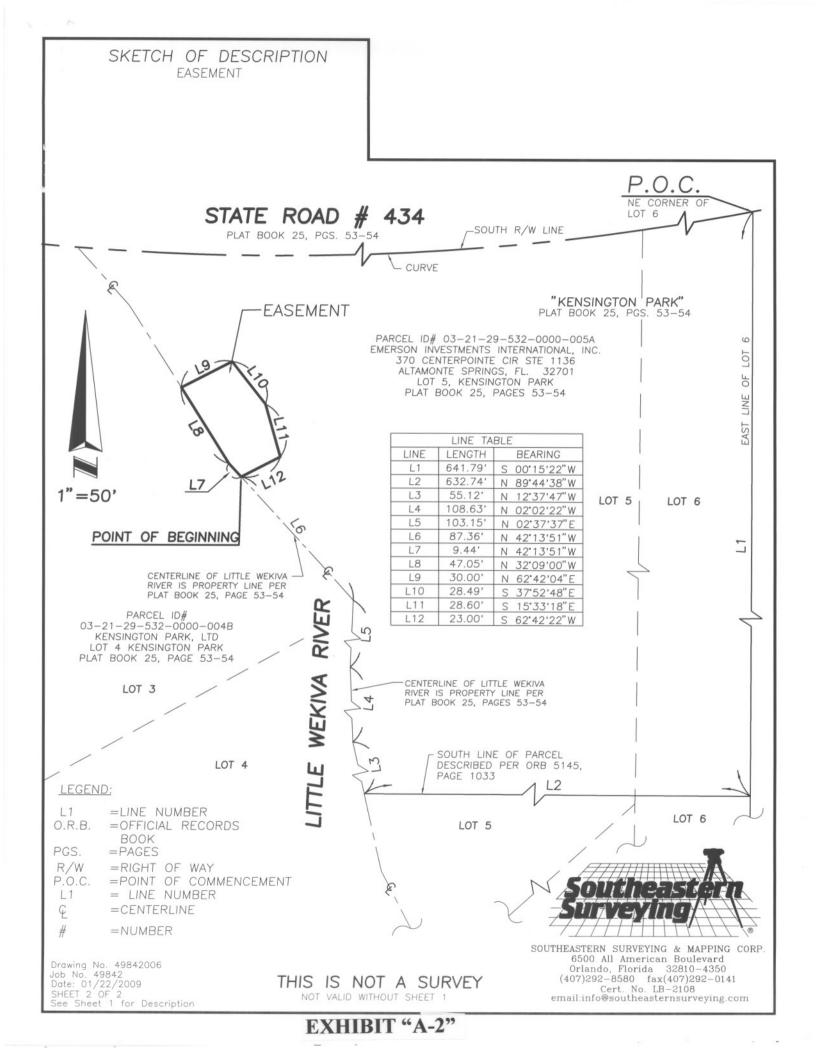
Containing: 1,678 square feet, more or less.

#### SURVEYORS NOTES

- 1. Bearings shown hereon are based on the East line of Lot 6 as shown on Kensington Park as recorded on Plat Book 25, Pages 53 and 54 of the Public Records of Seminole County, Florida being South 00°15'22" West.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
- 3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEE

			NOT VALID WITHOUT SHEET Z
DESCRIPTION	Date: 01/22/2	009 MV	CERT. NO. LB2108 49842006
FOR SEMINOLE COUNTY	Job No.: 49842	Scale: 1"=50'	Surveying
SINGHOFEN & ASSOCIATES, Inc	CH. 01G1/-0, FI		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All Antonican Boulevard Orlando Florida 32810-4350 (407)292-8580 fac(407)292-0141 email info@southeasternsurveying.com
	SHEET SEE SHEET 2	1 OF 2 FOR SKETCH	GARY BE KRICK REGISTERED LAND SURVEYOR NO. 4245
EXHIBIT "A-1"			



Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773 Legal Description Approved By: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT is made this  $\underline{7^{\mu}}_{2}$  day of <u>December</u>, 2009 between EMERSON INVESTMENTS INTERNATIONAL, INC., A Florida Corporation, whose address is 370 Centerpointe Circle, Altamonte Springs, Florida, 32701, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

**WITNESSETH:** That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-l", & "A-2"

Property Appraiser's Parent Parcel Identification No's: 03-21-29-532-0000-005A

for the purpose of tying in and harmonizing said property thereon with the construction to be undertaken by the GRANTEE on the Little Wekiva River, and for the purposes of utilizing said property for all other purposes that the GRANTEE deems or subsequently deem necessary or desirable during the course of the drainage construction project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

**THIS EASEMENT** shall expire upon completion of this transportation project, but no later than ONE (1) year from the beginning of construction of the project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

**GRANTOR** covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

In the presence of: (Sign): Print Nak (Sign

Signed, Sealed & Delivered

Print Name:

EMERSON INVESTMENTS INTERNATIONAL, INC., A Florida

Corporation < By: Print Name Title

(CORPORATE SEAL)

### STATE OF FLORIDA

) SS

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7 day of DeL 2009, by <u>ECC S EMPESS</u>, as <u>VP</u> (Title) of Emerson Investments International, Inc., A Florida Corporation, who is personally known to me or who has produced as identification and did/did not take an oath.

VIRGINIA PARKINSON Notary Public - State of Florida Wy Comm. Expires Mar 16, 2013 Commission # DD 857372 Bonded Through National Notary Assn

Print Name: Vica Nic Pack: N Notary Public in and for the County and State Aforementioned My commission expires: 31 1613

For the use and reliance of Seminole County only. Approved as to form and Legal sufficiency.

County Attorney

# DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

#### DESCRIPTION:

A Portion of lots 5 and 6, Kensington Park as recorded in Plat Book 25, Pages 53 and 54, Public Records of Seminole County, also described in Official Records Book 5145, Page 1033, as recorded in the Public Records of Seminole County, Florida, lying in Section 3, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 6, as shown on Plat of Kensington Park, as recorded in Plat Book 25, Pages 53 and 54 of the Public Records of Seminole County, Florida; thence run S 00°15'22"W, 641.79 feet along the East line of said Lot 6 and being also the East line of said Section 3; thence run N 89°44'38"W, 632.74 feet to the centerline of Little Wekiva River; thence run along the centerline of said Little Wekiva River the following 4 (four) courses and distances: 1) N 12°37'47"W , 55.12 feet; 2) N 02°02'22"W, 108.63 feet; 3) N 02°37'37"E, 103.15 feet; 4) N 42°13'51"E, 61.48 feet to the POINT OF BEGINNING; thence continue along centerline of said Little Wekiva River, North 42°13'51" West, 25.88 feet; thence departing said centerline run Easterly and Northwesterly the following 4 (four) courses and distances: 1) North 62*42'22" East, 23.00 feet; 2) North 15'33'18" West, 28.60 feet; 3) North 37'52'48" West, 28.49 feet; 4) South 62'42'04" West, 30.00 feet, to the centerline of said Little Wekiva River; thence along centerline of said Little Wekiva River, North 32'09'00" West, a distance of 25.09 feet; thence departing the centerline of said Little Wekiva River run Easterly and Southerly the following courses and distances: 1) North 62*42'04" East, 57.00 feet; 2) South 31*23'52" East, 62.28 feet; 3) South 43*29'10" East, 45.68 feet; 4) South 62°41'40" West, 58.99 feet to the centerline of said Little Wekiva River and the POINT OF BEGINNING.

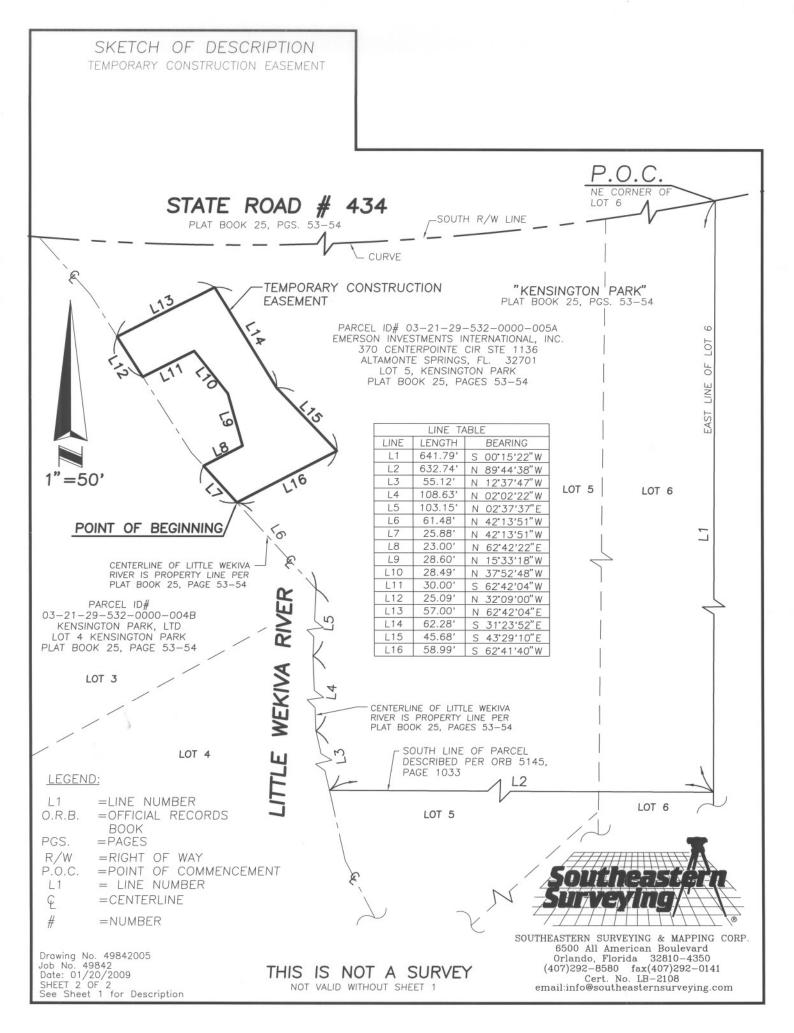
Containing: 4,395 square feet, or 0.10 acres more or less.

#### SURVEYORS NOTES

- 1. Bearings shown hereon are based on the East line of Lot 6 as shown on Kensington Park as recorded on Plat Book 25, Pages 53 and 54 of the Public Records of Seminole County, Florida being South 00°15'22" West.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
- 3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

			Hor Fills Hittisor Giller 2
DESCRIPTION	Date: 01/20/20	009 MV	CERT. NO. LB2108 49842005
FOR	Job No.: 49842	Scale: 1"=50'	
SEMINOLE COUNTY SINGHOFEN & ASSOCIATES, Inc	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Fl ida 32810-4350 (407)292-8586 far(407)292-0141 email info@southeasternsurveying.com
	011221	1 OF 2 FOR SKETCH	GARY BC KRICK REGISTERED LAND SURVEYOR NO. 4245



# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Adoption of a Resolution and Authorization for the Chairman to Execute a County Deed Conveying Property (Parcels 100 and 101.1R) necessary for the State Road 417 -International Parkway Ramp Project to the Florida Department of Transportation

DEPARTMENT: Public Works	DIVISION: Engineering	
AUTHORIZED BY: Gary Johnson	CONTACT: Brett Blackadar, P.E.	<b>EXT</b> : <u>5702</u>

## MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (Parcels 100 and 101.1R) necessary for the State Road 417- International Parkway Ramp Project to the Florida Department of Transportation.

District 5 Brenda Carey

Jerry McCollum

## BACKGROUND:

The attached County Deed transfers ownership of the property now owned by Seminole County described as Parcels 100 and 101.1R, Section No. 77470, to the Florida Department of Transportation (FDOT). This property is necessary for the State Road 417 - International Parkway Ramp Project that is to be constructed by the Florida Department of Transportation (FDOT).

## STAFF RECOMMENDATION:

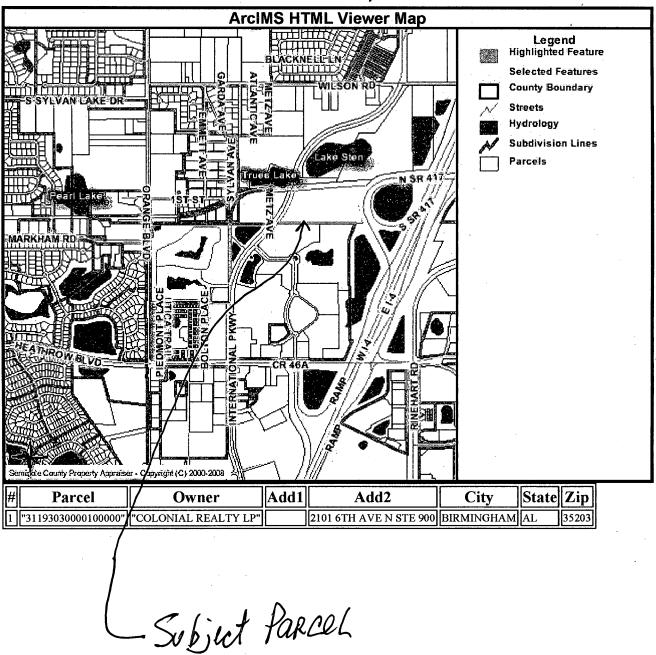
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a County Deed conveying property (Parcels 100 and 101.1R) necessary for the State Road 417-International Parkway Ramp Project to the Florida Department of Transportation.

## ATTACHMENTS:

- 1. Location Map SR 417-International Parkway Ramp
- 2. Resolution County Deed -SR 417-International Parkway Ramp
- 3. County Deed-Parcels 100 & 101.1R-SR 417-International Parkway Ramp

Additionally Reviewed By: County Attorney Review (Matthew Minter)

Location MAP



### RESOLUTION

### THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 26th DAY OF JANUARY, 2010.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 417, Section No. 77470, F.P. No. 415587-1, in Seminole County, Florida; and

**WHEREAS,** it is necessary that certain lands now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

**WHEREAS**, the necessary lands are identified by the Florida Department of Transportation as Parcel Numbers 100 and 101.1R, Section No. 77470; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a County Deed in favor of the State of Florida Department of Transportation, conveying all right, title and interests that the County has in and to said lands required for transportation purposes, and said request having been duly considered.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida that the application of the State of Florida Department of Transportation for a County Deed is for transportations purposes, is not needed for County purposes; that the deed in favor of the State of Florida Department of Transportation conveying all right, title and interests of Seminole County in and to said lands identified as Parcel Numbers 100 and 101.1R, has been drawn and executed by this Board of County Commissioners.

# ADOPTED THIS 26TH DAY OF JANUARY, 2010.

**ATTEST:** 

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

**Bob Dallari, Chairman** 

Document Prepared By: Warren Lewis, Right-of-Way Agent Right-of-Way Section Seminole County Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, Florida 32773 Legal Description approved by: Steve L. Wessels, P.L.S. County Surveyor Seminole County Engineering Division 520 W. Lake Mary Blvd. Suite 200 Sanford, Florida 32773

## **COUNTY DEED**

Parcel No. 100/101.1R Section 77470 State Road No. 417 County of Seminole, Florida

THIS DEED is made this _____ day of ______ 2010, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTOR, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the GRANTEE or F.D.O.T.

## WITNESSETH:

**THAT GRANTOR**, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Descriptions attached hereto as Exhibit "A"

**GRANTOR,** in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying such release is that GRANTEE is an agency of the State of Florida, which state therefore loses no rights by such release.

**IN WITNESS WHEREOF**, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

### BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY

Bob Dallari, Chairman

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney

# EXHIBIT "A"

Parcel Nos. 100/101.1R Section 77470 F.P. NO. 415587-1

PARCEL NO. 100

SECTION 77470 FP No. 415587-1

A portion of the Northeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida lying West of State Road 400 (I-4) and East of International Parkway.

### DESCRIBED AS FOLLOWS:

That portion of railroad Right of Way, shown on the Atlantic Coast Line Railroad Company Right of Way and Track Map v.3bFLA/2 and described in Official Records Book 1774, Page 1361 of the Public Records of Seminole County, Florida; lying West of State Road 400 (I-4), as shown on Florida Department of Transportation Right of Way Map, Section 77160-2441, on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, De Land, Florida and lying East of International Parkway as shown on Seminole County Right of Way map for Grant Line Road / Katie Street, prepared under the direction of James M. Joiner, PLS, and dated October 1, 1991.

Containing 3.219 acres, more or less.

AND

PARCEL NO. 101

SECTION 77470 FP No. 415587-1

THAT PART OF:

That portion of the Northeast ¹/₄ of Section 31, Township 19 South, Range 30 East, Seminole County, Florida lying South of the former SCL Railroad Right of Way, West of State Road No. 400 (I-4) and East of International Parkway.

Being a portion of the lands described in Official Records Book 5600, Page 1667 of the Public Records of Seminole County, Florida.

## DESCRIBED AS FOLLOWS:

Commence at a 5/8 inch Iron Rod without identification marking the Southwest corner of the Northeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 417, Section 77470, F.P No. 415587-1 on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, DeLand, Florida; thence North 89°36'00" East along the South line thereof a distance of 141.24 feet to a point on the existing East right of way line for International Parkway, as shown on said Right of Way Map, said point being on a non-tangent curve concave Northwesterly, having a radius of 1502.39 feet; thence departing said South line, from a tangent bearing of North 39°34'39" East run Northeasterly 447.65 feet, along said East right of way and along the arc of said curve with a chord bearing of North 31°02'30" East through a central angle of 17°04'18" for the Point of Beginning; thence continuing Northeasterly 123.56 feet along the arc of said curve, concave Northwesterly having a radius of 1502.39 feet, through a central angle of 4°42'44", to the point of tangency; thence North 17°47'37" East along said East right of way line a distance of 151.10 feet to the intersection with the South right of way line of the former SCL Railroad Right of Way, as shown on said Right of Way Map; thence departing said East right of way line for International Parkway North 85°39'14" East along said South right of way line a distance of 683.41 feet to a point on the West line of the Moses E. Levy Grant Line; thence continue North 85°39'14" East along said South right of way line a distance of 677.82 feet to a point on the existing Northerly limited access right of way line for State Road No. 400 (I-4), as shown on said Right of Way Map, said point being on a nontangent curve concave Southeasterly, having a radius of 647.31 feet; thence departing said South right of way line, from a tangent bearing of South 41°34'58" West run Southwesterly 148.39 feet along said Northerly limited access right of way line and along the arc of said curve with a chord bearing of South 35°00'56" West through a central angle of 13°08'03" to the beginning of a non-tangent curve, concave Northerly, having a radius of 1196.00 feet; thence departing said Northerly limited access right of way line, from a tangent bearing of South 76°06'13" West run Westerly 428.29 feet along the arc of said curve with a chord bearing of South 86°21'45" West through a central angle of 20°31'03" to a point of tangency; thence North 83°22'43" West a distance of 240.00 feet to a point of curvature of a curve concave Southerly, having a radius of 2192.64 feet; thence run Westerly 419.71 feet along the arc of said curve with a chord bearing of North 88°51'45" West through a central angle of 10°58'03" to the point of tangency; thence South 85°39'14" West a distance of 186.21 feet; thence South 40°39'35" West a distance of 13.03 feet to a point being 6.00 feet Easterly of the aforesaid East right of way line of International Parkway, as measured by perpendicular measurement; thence run the following two courses being 6.00 feet Easterly of and parallel with said East right of way line of International Parkway, as measured by perpendicular and radial measurement South 17°47'37" West a distance of 118.22 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1508.39 feet; thence run Southwesterly 124.06 feet along the arc of said curve with a chord bearing of South 20°08'59" West through a central angle of 4°42'44" to the end of said curve; thence North 67°29'39" West a distance of 6.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the above described property and the property from which the above described property was severed as a result of the prior conveyance into grantor of the above described property.

Containing 2.291 acres, more or less.

AND

Reserving to the Grantor a 25 foot Utility easement described as follows:

UTILITY EASEMENT	SECTION 77470
	FP No. 415587-1

THAT PART OF:

That portion of the Northeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida lying West of State Road No. 400 (I-4) and East of International Parkway.

Being a portion of the lands described in Official Records Book 5600, Page 1667 of the Public Records of Seminole County, Florida.

And

Being a portion of the lands described in Official Records Book 1774, Page 1361 of the Public Records of Seminole County, Florida.

## DESCRIBED AS FOLLOWS:

Commence at a 5/8 inch Iron Rod without identification marking the Southwest corner of the Northeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 417, Section 77470, F.P No. 415587-1 on file at the Florida Department of Transportation District Five Office, Survey and Mapping Section, Deland, Florida; thence North 89°36'00" East along the South line thereof a distance of 141.24 feet to a point on the existing East right of way line for International Parkway, as shown on said Right of Way Map, said point being on a non-tangent curve concave Northwesterly, having a radius of 1502.39 feet; thence departing said South line, from a tangent bearing of North 39°34'39" East run Northeasterly 571.21 feet, along said East right of way and along the arc of said curve with a chord bearing of North 28°41'08" East through a central angle of 21°47'02", to the point of tangency; thence North 17°47'37" East along said East right of way line a distance of 125.73 feet to the Point of Beginning; thence continuing North 17°47'37" East along said East right of way line a distance of 32.08 feet; thence departing said East right of way line for International Parkway South 82°20'46" East for a distance of 22.68 feet; thence North 85°39'14" East

for a distance of 163.88 feet to a point of curvature of a curve concave Southerly, having a radius of 2217.64 feet; thence run Easterly 424.49 feet along the arc of said curve with a chord bearing of South 88°51'45" East through a central angle of 10°58'03" to the point of tangency; thence South 83°22'43" East a distance of 240.00 feet to a point of curvature of a curve concave Northerly, having a radius of 1171.00 feet; thence run Easterly 443.63 feet along the arc of said curve with a chord bearing of North 85°46'05" East through a central angle of 21°42'23" to a point on the existing Northerly limited access right of way line for State Road No. 400 (I-4), as shown on said Right of Way Map, said point being on a non-tangent curve concave Southeasterly, having a radius of 647.31 feet; thence from a tangent bearing of South 31°33'02" West run Southwesterly 35.05 feet along said Northerly limited access right of way line and along the arc of said curve with a chord bearing of South 29°59'58" West through a central angle of 03°06'08" to the beginning of a non-tangent curve, concave Northerly, having a radius of 1196.00 feet; thence departing said Northerly limited access right of way line, from a tangent bearing of South 76°06'13" West run Westerly 428.29 feet along the arc of said curve with a chord bearing of South 86°21'45" West through a central angle of 20°31'03" to a point of tangency; thence North 83°22'43" West a distance of 240.00 feet to a point of curvature of a curve concave Southerly, having a radius of 2192.64 feet; thence run Westerly 419.71 feet along the arc of said curve with a chord bearing of North 88°51'45" West through a central angle of 10°58'03" to the point of tangency; thence South 85°39'14" West a distance of 198.15 feet to the aforesaid East right of way line of International Parkway and the Point of Beginning.

Containing 0.742 acres, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

Reserving to the grantor an easement for the construction, operation and maintenance of a sanitary sewer force main, over, upon and through the property described above, provided that grantor's operation and maintenance activities shall be in accordance with grantee's Utility Accommodation Manual adopted as part of Rule Chapter 14-46, Florida Administrative Code.

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approval of a Mitigation Reservation and Purchase Agreement in Conjunction with the Chapman Road Improvement Project from State Road 426 to State Road 434

**DEPARTMENT:** Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine I. Khoury EXT: 5768

### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Mitigation Reservation and Purchase Agreement (MRPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Chapman Road Improvement Project from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area.

District 1 Bob Dallari

Jerry McCollum

## **BACKGROUND:**

This roadway project will improve Chapman Road from State Road 426 to State Road 434. The project consists of widening the roadway from 2 to 4 lanes, and drainage improvements that will include stormwater pipes, inlets and retention pond construction. Construction of all improvements is anticipated to start in the Fall of 2011. The construction of this project will impact 1.2 acres of existing wetlands. In order to mitigate these impacts, St. Johns River Water Management District is requiring, as part of the permitting process (SJRWMD Application No. 4-117-22360-3), the purchase of 1.2 Unified Mitigation Assessment Method (UMAM) wetland mitigation units.

On December 9, 2008, the Board approved a Mitigation Reservation and Purchase Agreement (MRPA) for Lake Jesup Mitigation Area with Schrimsher, Inc. (copy attached). This agreement was for a conservation easement over 25.24 acres of the Lake Jesup Mitigation Area (LJMA) that had been determined to represent a total of 1.2 (UMAM) wetland mitigation units at a total cost of \$420,000.00 based on a price of \$350,000.00 per 1 UMAM unit and required Seminole County to monitor and maintain the wetland area for a period of 5 to 7 years. Although the agreement was approved, no funds have been spent. However, based on a review by representatives from the SJRWMD, it has been determined that revising the size of the conservation easement to 35.32 acres would eliminate the requirement to monitor and maintain the wetland area for 5 to 7 years. The total cost of \$480,000.00 for the revised larger easement area is based on a price of \$400,000.00 per 1 UMAM unit, which is an increase of \$60,000.00 over the prior easement cost, but the 5 to 7 year mitigation plan is no longer a requirement.

The attached agreement will purchase the wetland mitigation units from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area and replace the Mitigation Reservation and Purchase Agreement previously approved. Funds for this purchase are available in Capital Improvement Project Number 00006301.

# **STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute a Mitigation Reservation and Purchase Agreement for purchase of wetland mitigation units by Seminole County in conjunction with the Chapman Road Improvement Project from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area.

# ATTACHMENTS:

- 1. Location Map Mitigation Agreement Chapman Road Project
- 2. Mitigation Reservation and Purchase Agmt.- Schrimsher-Chapman Road Project
- 3. 2008 Mitigation Reservation and Purchase Agreement Chapman Road Project

### Additionally Reviewed By:

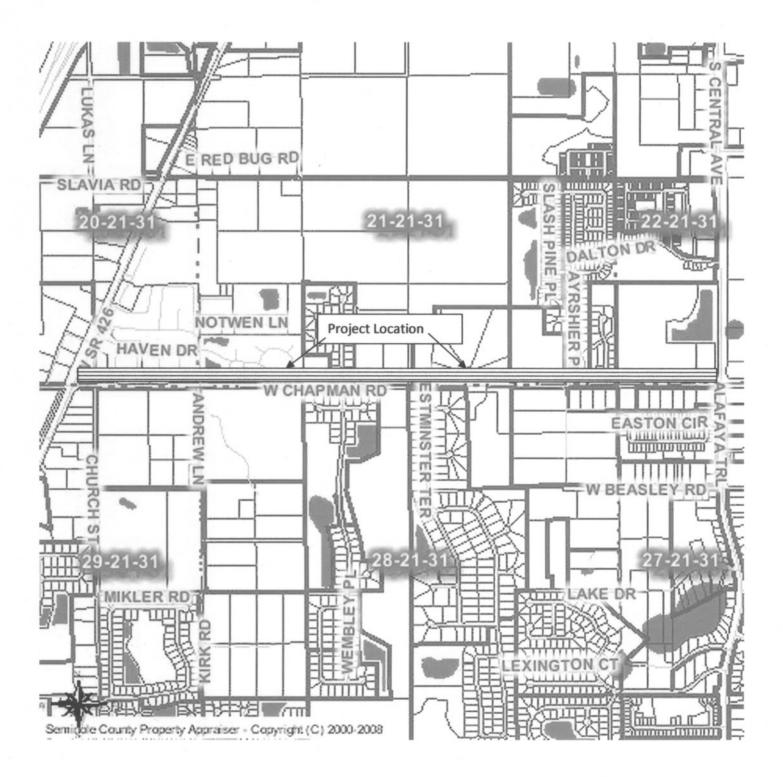
Budget Review ( Fredrik Coulter, Lisa Spriggs, Timothy Jecks )

County Attorney Review (Matthew Minter)

## LOCATION MAP

## **CHAPMAN ROAD**

SR 426 - SR 434



#### MITIGATION RESERVATION AND PURCHASE AGREEMENT (MRPA) For Lake Jesup Mitigation Area

THIS AGREEMENT is made and entered into this day of , 20 , by and between **SCHRIMSHER**, **INC**., a Florida corporation which has the controlling interest in Schrimsher Land Fund 1986 II, LTD, Schrimsher Land Fund V, LTD, and Schrimsher Land Fund VI, LTD, all of which are Florida Limited Partnerships organized under the laws of the State of Florida, and have the ownership rights of the Lake Jesup Mitigation Area (LJMA), hereinafter referred to as "Seller", does hereby agree to reserve and convey to the St Johns River Water Management District ("SJRWMD") on behalf of SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer", a conservation easement over 35.32 acres of the LJMA as described in Attachment A, attached hereto and incorporated herein by reference (hereinafter, "the Property") which has been determined to represent the equivalent of a total of 1.2 UMAM Mitigation Units required by SJRWMD as a permit condition with respect to the permit application described below.

1. At such time as full payment is made, Seller agrees to record a fully executed conservation easement to SJRWMD, in the form and substance of Attachment A, on the Property. In this instance, the Buyer has indicated that this conservation easement is to be obtained for the SJRWMD to offset the wetland impacts, and satisfy a permit condition associated with the permit for the construction of Chapman Road from SR 426 to SR 434 in Seminole County (hereinafter, "the

> Mitigation Reservation and Purchase Agreement For Lake Jesup Mitigation Area Page 1 of 4

_____

Project"), SJRWMD Application No. 4-117-22350-3. Seller agrees to convey the conservation easement over the Property free from any liens, encumbrances or superior easements, and in furtherance thereof, shall obtain and record all releases or subordinations of any existing liens, encumbrances or easements necessary to comply with the terms hereof. Seller warrants that the conservation easement reserved herein is and will be available for application by the Buyer for satisfaction of the SJRWMD mitigation condition for the Project within the terms described herein. Seller makes no warranty that the mitigation conservation easement reserved herein is sufficient to offset any particular impact associated with the Project.

2. Schrimsher, Inc. hereby agrees to execute, convey and record the conservation easement over the Property in Seminole County to the SJRWMD on behalf of the Buyer if full payment is made within 90 days from the execution of this Agreement. The total purchase price for the conservation easement is Four Hundred Eighty Thousand Dollars and No/Cents (\$480,000.00) based on an equivalent price of \$400,000.00 per 1 UMAM Unit. This MRPA is subject to acceptance within 90 days of _____, 2009. Beyond that time, the price and availability of the conservation easement cannot be guaranteed.

3. If Buyer desires a reservation time extension beyond the 90 days warranted by this Agreement, an additional extension of 30 days may be granted by Seller prior to the expiration of this Agreement.

4. Full payment shall be due and payable within 90 days of the execution of this agreement by all parties.

5. Payment shall be made to: Schrimsher, Inc., and delivered to: 393 CenterPointe Circle, Suite 1483, Altamonte Springs, FL 32701. Upon receipt of the Mitigation Reservation and Purchase Agreement signed by Buyer, Seller's Agent will forward a copy of the mitigation package and Conservation Easement over the 35.32 acres to SJRWMD.

6. The parties hereby agree to rescind that certain Mitigation Reservation and Purchase Agreement (MRPA) between the parties approved by Buyer's Board of County Commissioners on or about December 9, 2008 and recorded in County Commission Records of Seminole County at BK 0367 PGS 0364 to 0376, and that both parties shall be released from any responsibility, obligation or liability with respect thereto.

7. This Agreement may not be assigned without express written permission for such assignment, signed by both parties.

8. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions relating to this Agreement shall be in Seminole County, Florida, and Federal actions shall be in the Middle District of Florida.

9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ATTEST:

SCHRIMSHER INC.

	By:
Secretary	Frank L. Schrimsher, President
[CORPORATE SEAL]	Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	BOB DALLARI, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners
Approved as to form and legal sufficiency.	at their, 20 regular meeting.

County Attorney MGM 11/19/09 P:\Users\mminter\Schrimsher Mitigation Reservation and Purchase Agt.docx

> Mitigation Reservation and Purchase Agreement For Lake Jesup Mitigation Area Page 4 of 4

## ATTACHMENT A

Prepared by:

Return recorded original to: Office of General Counsel St. Johns River Water Management District 4049 Reid Street Palatka, FL 32177-2529

## DRAFT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of September, 2009, by <u>Schrimsher Land Fund 1986-II, Ltd., Schrimsher Land Fund V, Ltd., and Schrimsher</u> <u>Land Fund VI, Ltd.</u> having an address at <u>600 East Colonial Drive, Suite 100, Orlando,</u> <u>Florida, 32803</u> ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, FL 32177-2529 ("Grantee").

## WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in <u>Seminole</u> County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-117-22350-3 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. <u>Purpose</u>. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. <u>Prohibited Uses</u>. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. <u>Reserved Rights</u>. Grantor reserves unto itself, and its successors and assigns, and all successor owners of the Property or any portion thereof:

(a) All rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. <u>Rights of Grantee</u>. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement. 5. <u>Grantee's Discretion</u>. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. <u>Grantee's Liability</u>. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. <u>Acts Beyond Grantor's Control</u>. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. <u>Recordation</u>. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall rerecord it at any

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time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. <u>Successors</u>. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

Signature:

Printed Name:_____

Printed Name:

Signature:

Signature:_____

Title:

Printed Name:

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by ______, who did not take an oath.

Notary Public, State of Florida at Large.

My Commission Expires:

Serial No._____ Personally known _____ OR produced identification _____. Identification produced _____.

## CONSENT AND JOINDER OF MORTGAGEE

The undersigned, ______ (mortgagee), the mortgagee under that certain ______ (title of mortgage document) dated ______ and recorded at Official Records Book ____, page ____, of _____ County, Florida, (if any assignments, specify ) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 200_.

Witnesses:

Mortgagee

BY: _____ Name: _____ Title: _____

Name:

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by ______, who did not take an oath.

Notary Public, State of Florida at Large.

My Commission Expires:

Serial No.

Personally known _____ OR produced identification _____.

## EXHIBIT A

legal description

# **SKETCH & LEGAL DESCRIPTION**

### LEGAL DESCRIPTION

PARCEL "A"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA, BEING A PORTION OF LOTS 1, 2 AND 4, AND IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST, BEING A PORTION OF LOT 2, AS SHOWN ON THE PLAT OF THE MAP OF THE EAST PART OF THE PHILIP R. YONGE GRANT, LOCATED ON LAKE JESSUP, RECORDED IN PLAT BOOK 1, PAGES 35 THRU 38 OF THE PUBLIC RECORDS OF SAID SEMINOLE COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 5. TOWNSHIP 21 RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA WITH THE NORTH RIGHT-OF-WAY SOUTH, OF STATE ROAD 434 (A VARIABLE-WIDTH RIGHT OF WAY AS NOW ESTABLISHED); LINE THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE WEST LINE OF SAID SECTION 5, NOO 'OB' 03"W, A DISTANCE OF 1136.76 FEET TO THE POINT OF BEGINNING.

DEPARTING THE WEST LINE OF SAID SECTION 5, N88 51'42"W, A DISTANCE THENCE OF 307.84 FEET; THENCE NO6 '10'10"E, A DISTANCE OF 12.73 FEET; THENCE N34 *04 *37 "E. A DISTANCE OF 30.13 FEET: THENCE S74 *53 24 "W. A DISTANCE OF 102.86 FEET; THENCE N64 *41'00"W, A DISTANCE OF 152.87 FEET; THENCE N32 52 11"W, A DISTANCE OF 5.57 FEET; THENCE N88 51 42"W, A DISTANCE OF 139.03 FEET; THENCE NO1 "50 50"E, A DISTANCE OF 236.63 FEET; THENCE S89 "03"03"W, A DISTANCE OF 456 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE TOP OF BANK OF HOWELL CREEK; THENCE WITH THE MEANDERS OF SAID TOP OF BANK. AND IN A GENERAL NORTHWESTERLY DIRECTION. AN APPROXIMATE DISTANCE OF 1611 FEET. MORE OR LESS; THENCE LEAVING SAID TOP OF BANK, N22 '00'56"E, Δ DISTANCE OF 358 FEET, MORE OR LESS; THENCE N10 "57 43"E, A DISTANCE OF 184 FEET, MORE OR LESS, TO AN INTERSECTION WITH A 2.8 FOOT CONTOUR LINE (NATIONAL GEODETIC VERTICAL DATUM OF 1929); THENCE WITH THE MEANDERS OF SAID CONTOUR LINE, AND IN A GENERAL SOUTHEASTERLY DIRECTION, AN APPROXIMATE DISTANCE OF 1374 FEET, MORE OR LESS; THENCE SOO '07'50"E, A DISTANCE OF 871 FEET, MORE OR LESS; THENCE N89 52 10 E. A DISTANCE OF 650.82 FEET TO THE WEST LINE OF SAID SECTION 5; THENCE WITH THE WEST LINE OF SAID SECTION 5, SOO '08'03"E, A DISTANCE OF 611.94 FEET TO THE POINT OF BEGINNING.

# E AND THE SURVEYOR TOGETHER WITH PARCEL "B"

PARCEL OF LAND LYING IN SECTION 6. TOWNSHIP 21 SOUTH, RANGE 31 EAST, A SEMINOLE COUNTY, FLORIDA, BEING A PORTION OF LOT 2, AS SHOWN ON THE PLAT OF THE MAP OF THE EAST PART OF THE PHILIP R. YONGE GRANT, LOCATED ON LAKE JESSUP, RECORDED IN PLAT BOOK 1, PAGES 35 THRU 38 OF THE PUBLIC RECORDS OF SAID SEMINOLE COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FLOR! COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 5. TOWNSHIP 21 SOUTH, RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA WITH THE NORTH RIGHT-OF-WAY 4 OF STATE ROAD 434 (A VARIABLE-WIDTH RIGHT OF WAY AS NOW ESTABLISHED); LINE L THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE WEST LINE OF SAID SECTION 5, NOO 'OB'OB'W, A DISTANCE OF 2425.60 FEET; THENCE DEPARTING VALID

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SIGNATURE

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THOUT

MAPPER ORIGINAL

N

L'EADING EDGE	SKETCH & LEGAL DESCRIPTION	DATE OF DRAWING: 31 AUG 2009 MANAGER: CJS CADD: EAC
LAND SERVICES	SCHRIMSHER PROPERTIES SURVEYOR'S CERTIFICATION I. THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND	PROJECT NUMBER: 521-07001 FIELD BOOK NUMBER: LE 703
6750 FORUM DRIVE SUITE 310 ORLANDO, FLORIDA 32821 PHONE: (407) 351-6730 FAX: (407) 351-9691	TECHINZCA, STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 65617-6	LAST FIELD WORK: 28 JULY 2008 CREW CHIEF (S): CR
FIAL (407) 551-5651 www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6046	CHOTSTOPHER A STELLY DATE: 9 0109	COMPUTER FILE: 521001BASE6.PRO SCALE: 1" = 300' SHEET 1 OF 5

## LEGAL DESCRIPTION, CONTINUED

THE WEST LINE OF SAID SECTION 5, S89 51 57 W, A DISTANCE OF 1879.34 FEET TO THE POINT OF BEGINNING.

THENCE N23*47'10"E, A DISTANCE OF 100.74 FEET; THENCE N41*39'10"E, A DISTANCE OF 63 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE TOP OF BANK OF HOWELL CREEK; THENCE WITH THE MEANDERS OF SAID TOP OF BANK, AND IN A GENERAL SOUTHEASTERLY DIRECTION, AN APPROXIMATE DISTANCE OF 722 FEET, MORE OR LESS; THENCE N42*09'47"W, A DISTANCE OF 486 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL "A" CONTAINS 34.00 ACRES OF LAND, MORE OR LESS AND SAID PARCEL "B" CONTAINS 1.32 ACRES OF LAND, MORE OR LESS. SAID PARCELS "A" AND "B" CONTAIN A TOTAL OF 35.32 ACRES OF LAND, MORE OR LESS.

## SURVEYOR'S REPORT & NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED 35.32 ACRE MITIGATION AREA APPLICATION 4-117-22350-3. BEING A PORTION OF LOTS 1, 2 AND 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST AND A PORTION OF LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST, AS SHOWN ON THE PLAT OF THE MAP OF THE PHILIP R. YONGE GRANT, LOCATED ON LAKE JESSUP, ORANGE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 1, PAGES 35 THRU 38 OF THE PUBLIC RECORDS OF SAID SEMINOLE COUNTY, FLORIDA.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST OF WHICH IS RECORDED TO BEAR NOO '08'03"W, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 77070-2517, LAST REVISED 3/30/94.

3. THE PARCEL OF LAND DEPICTED ON THIS SKETCH AND LEGAL DESCRIPTION IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY, RECORDED AND UNRECORDED.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

5. THE PARCELS HEREIN DESCRIBED EXTEND TO THE TOP OF BANK OF HOWELL CREEK AND DO NOT INCLUDE HOWELL CREEK.

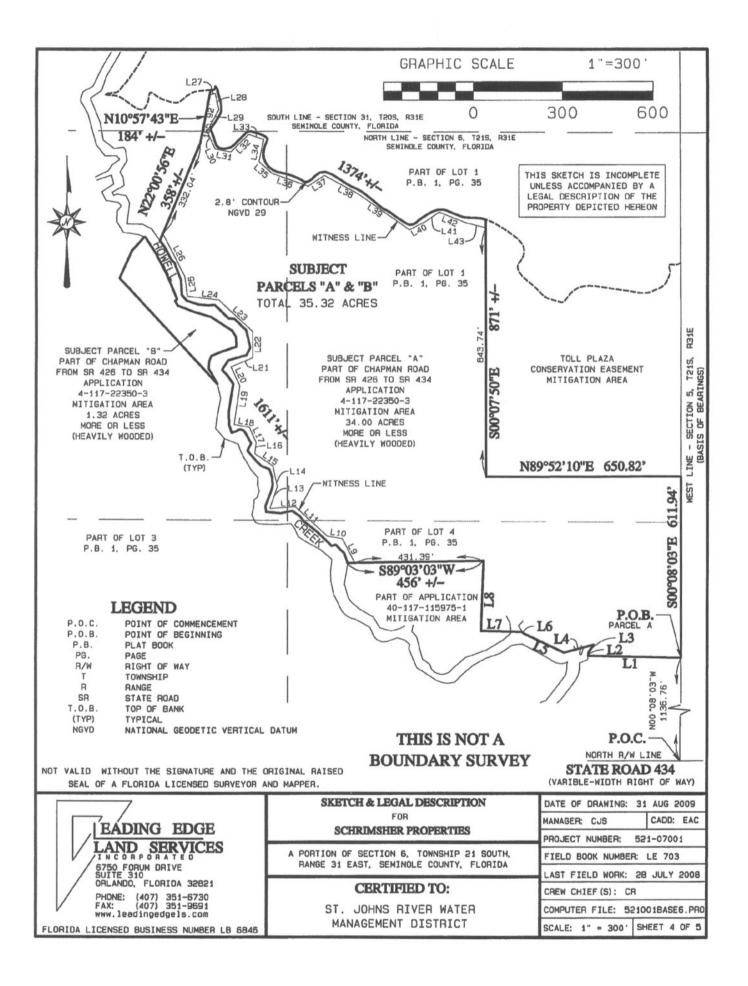
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

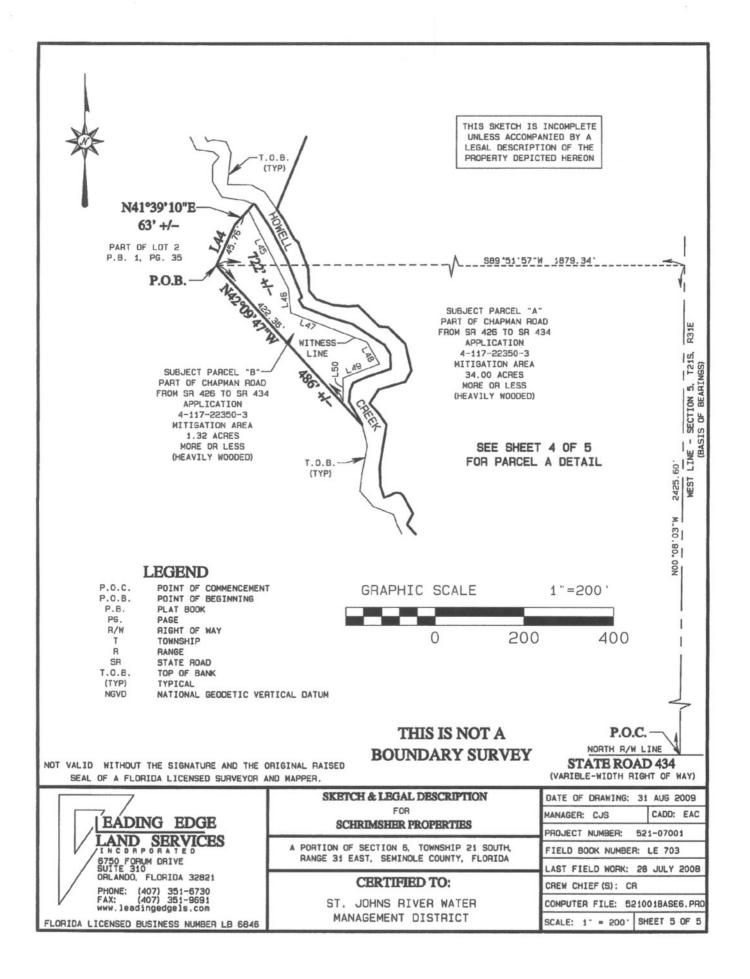
LEADING EDGE	SKETCH & LEGAL DESCRIPTION FOR SCHRIMSHER PROPERTIES	DATE OF DRAWING: 31 AUG 2009 MANAGER: CJS CADD: EAC PROJECT NUMBER: 521-07001
LAND SERVICES INCORPORATED 6750 FORUM DRIVE SUITE 310 ORLANDO, FLORIDA 32821	A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA	FIELD BOOK NUMBER: LE 703 LAST FIELD WORK: 28 JULY 2008 CREW CHIEF (S): CR
PHONE: (407) 351-6730 FAX: (407) 351-9691 www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6845		COMPUTER FILE: 521001BASE6.PRO SCALE: 1" = 300' SHEET 2 OF 5

		LINE	3 <b>T</b> /	BLE		
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE
L1	N88 *51 ' 42 "W	307.84		L26	N26 *44 ' 36 " W	161.92'
L2	N06 °10 ' 10 "E	12.73		L27	N70 *09 ' 57 "E	20.72'
L3	N34 °04 ' 37 "E	30.13		L28	S11 *35 ' 32 "E	55.78'
L4	S74 °53 '24 "W	102.86'		L29	S27 *37 ' 33 " W	84.60'
L5	N64 '41 '00 "W	152.87		L30	S23 *50 ' 19 " E	65.86'
L6	N32 *52 11 W	5.57		L31	S78 *50 ' 06 " E	54.26'
L7	N88 *51 42 W	139.03		L32	N44 *39 * 54 " E	84.70
L8	N01 *50 * 50 * E	236.63		L33	S70 °51 ' 07 " E	53.39'
L9	N27 '15 53"W	92.68		L34	S11 °30 '50 "W	77.21'
L10	N81°10'47"W	50.87'		L35	S47 °24 ' 21 " E	59.00'
L11	N47 °23 '09"W	147.21		L36	S70 °05 ' 47 "E	129.631
L12	S85 *57 '20 "W	86.02'		L37	N56 *38 46 E	66.25'
L13	N19 13 50 "E	78.94'		L38	S61 *12 59 E	129.481
L14	N12 40 49 W	71.07'		L39	S54 °27 ' 44 " E	210.91'
L15	N55 '00' 29"W	74.06'		L40	N61 *48 56 E	60.70'
L16	N07 *56 ' 36 "E	37.63'		L41	N55°18'17"E	55.38'
L17	N24 '13 40 W	57.03'		L42	S68 °11 '55 "E	98.08'
L18	N79 *26 20 W	52.02'		L43	S75 *38 ' 39 " E	67.80°
L19	N08 *23 ' 57 "E	130.54		L44	N23 °47 '10 "E	100.74'
L20	N24 *23 11 W	71.37		L45	S26 *43 '06 "E	199.93'
L21	N66 '48'05"E	79.21'		L46	S05 °56 ' 49 " E	55.72'
L22	N00 '33 '42 "W	88.41'		L47	S68 *48 '21 "E	182.03'
L23	N46 *21 ' 11 " W	155.71		L48	S30 °10 '25 "E	57.43'
L24	N82 '59 ' 26 " W	106.54'		L49	S69°10'45"W	87.70'
L25	N07°12'51"W	69.02'		L50	S00 *11 '07 "E	58.82'

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

	SKETCH & LEGAL DESCRIPTION	DATE OF DRAWING: 31 AUG 2009
EADING EDGE	FOR SCHRIMSHER PROPERTIES	MANAGER: CJS CADD: EAC
LAND SERVICES		PROJECT NUMBER: 521-07001
6750 FORUM DRIVE	A PORTION OF SECTION 6. TOWNSHIP 21 SOUTH. RANGE 31 EAST, SEMINDLE COUNTY, FLORIDA	FIELD BOOK NUMBER: LE 703
SUITE 310 ORLANDO, FLORIDA 32821		LAST FIELD WORK: 28 JULY 2008
PHONE: (407) 351-6730 FAX: (407) 351-9691		CREW CHIEF (S): CR
www.leadingedgels.com		COMPUTER FILE: 521001BASE6.PRO
FLORIDA LICENSED BUSINESS NUMBER LB 6846		SCALE: 1" = 300' SHEET 3 OF 5





Southeastern Mitigation Solutions, LLC 393 CenterPointe Circle, Ste. 1483 Altamonte Springs, FL 32701 Ph. 407-262-0212

#### MITIGATION RESERVATION AND PURCHASE AGREEMENT (MRPA) for Lake Jessup Mitigation Area

On this 8th day of December, 2008, Schrimsher, Inc., a Florida corporation which has the controlling interest in Schrimsher Land Fund 1988 II, LTD, Schrimsher Land Fund V, LTD, and Schrimsher Land Fund VI. LTD, all of which are Florida limited partnerships organized under the laws of the State of Florida. and have the ownership rights of the Lake Jessup Mitigation Area (LJMA) (hereinafter "Seller") does hereby offer to reserve and set aside for future assignment for the sole benefit of Seminole County Board of County Commissioners (hereinafter "Buyer"), a conservation easement over 25.24 acres of the LJMA which has been determined to represent a total of 1.2 UMAM Mitigation Units as authorized in the consultation with SJRWMD as part of the permitting process.

At such time that full payment is made, Seller agrees to record a conservation easement on the encumbered property (see Attachment A) for the mitigation purchased by this MRPA. In this instance, the Buyer has indicated that this mitigation is to be used to offset wetland impacts associated with the construction of Chapman Road from SR 426 to SR 434 in Seminole County, SJRWMD Application No. 4-117-22350-3. Seller warrants that the state mitigation reserved herein is and will be available for application by the Buyer for assignment to this project within the terms described herein. Seller makes no warranty that the mitigation reserved herein is sufficient to offset any particular impact associated with the Buyer's project.

Schrimsher Inc. hereby commits to fully assign the 25.24 acres from the LJMA in Seminole County to the Buyer if full payment is made within 90 days from the execution of this Agreement. The total purchase price for the transaction is Four Hundred Twenty Thousand Dollars and No/Cents (\$420,000.00), based on a price of \$350,000.00 per 1 UMAM unit. This MRPA is subject to acceptance within 30 days of the above date. Beyond that time, the price and availability of UMAM units cannot be guaranteed.

If Buyer desires a reservation time extension beyond the 90 days warranted by this Agreement, an additional extension of 30 days may be granted by Seller prior to the expiration of this Agreement.

The total purchase price shall be due and payable within 30 days of issuance of the required permit(s) authorizing the use of any or all of the mitigation to offset wetland impacts.

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BK0367 PG0364

Southeastern Mitigation Solutions, LLC 393 CenterPointe Circle, Ste. 1483 Altamonte Springs, FL 32701 Ph. 407-262-0212

Payment shall be made to: Schrimsher, Inc., and delivered to: Southeastern Mitigation Solutions, LLC, 393 CenterPointe Circle, Suite 1483, Altamonte Springs, FL 32701. Upon receipt of the signed reservation, Seller's Agent will forward a copy of the mitigation package and Conservation Easement over the 25.24 acres to the SJRWMD.

FOR SELLER'S AGENT: Southeastern Mitigation Solutions, Inc. Janet Dawkins, Manager

Signature	Date
FOR SELLER: Schrimsher, Inc. Frank L. Schrimsher, Vice President	
Signature	Date
	FOR BUYER:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY
By 70 /ou	The
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida	Bob Dallari, Chairman
For the use and reliance of Seminole County or Approved as to form and legal sufficiency.	nly.
Martan S. White	

County Attorney

BX 0 3 6 7 P6 0 3 6 5

#### ATTACHMENT A

Prepared by:

Return recorded original to: Office of General Counsel St. Johns River Water Management District 4049 Reid Street Palatka, FL 32177-2529

## DRAFT CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of November, 2008, by <u>Schrimsher Land Fund 1986-II, Ltd., Schrimsher Land Fund V, Ltd., and Schrimsher</u> <u>Land Fund VI, Ltd.</u> having an address at <u>600 East Colonial Drive, Suite 100, Orlando,</u> <u>Florida, 32803</u> ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reld Street, Palatka, FL 32177-2529 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in <u>Seminole</u> County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-117-22350-3 issued by Grantee, solety to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

BK0367 P60366

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. <u>Purpose</u>. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. <u>Prohibited Uses</u>. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

BK0367 PG0367

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soll conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. <u>Reserved Rights</u>. Grantor reserves unto itself, and its successors and assigns, and all successor owners of the Property or any portion thereof:

(a) All rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

(b) The right to conduct activities on the Property, including but not limited to, maintenance and monitoring activities, as set forth in the mitigation plan and attached to this document as Exhibit "B".

4. <u>Rights of Grantee</u>. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of

EX 0 3 6 7 PG 0 3 6 8

the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. <u>Grantee's Discretion</u>. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. <u>Grantee's Liability</u>. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. <u>Acts Beyond Grantor's Control</u>. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

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8. <u>Recordation</u>. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. <u>Successors</u>. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses: GRANTOR:

Signature:_____

Printed	Name:	

Printed Name:_____

Title:

Signature:____

Signature:_____

Printed Name:_____

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, who did not take an oath.

Notary Public, State of Florida at Large.

BX0367 P60370

#### CONSENT AND JOINDER OF MORTGAGEE

The undersigned. _________(mortgagee), the mortgagee under that certain ________(title of mortgage document) dated _______ and recorded at Official Records Book ____, page ____, of _______County, Florida, (if any assignments, specify ) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 200_.

Witnesses:

Mortgagee

Name: _____

BY:	
Name:	
Title:	

Name:

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, who did not take an oath.

Notary Public, State of Florida at Large.

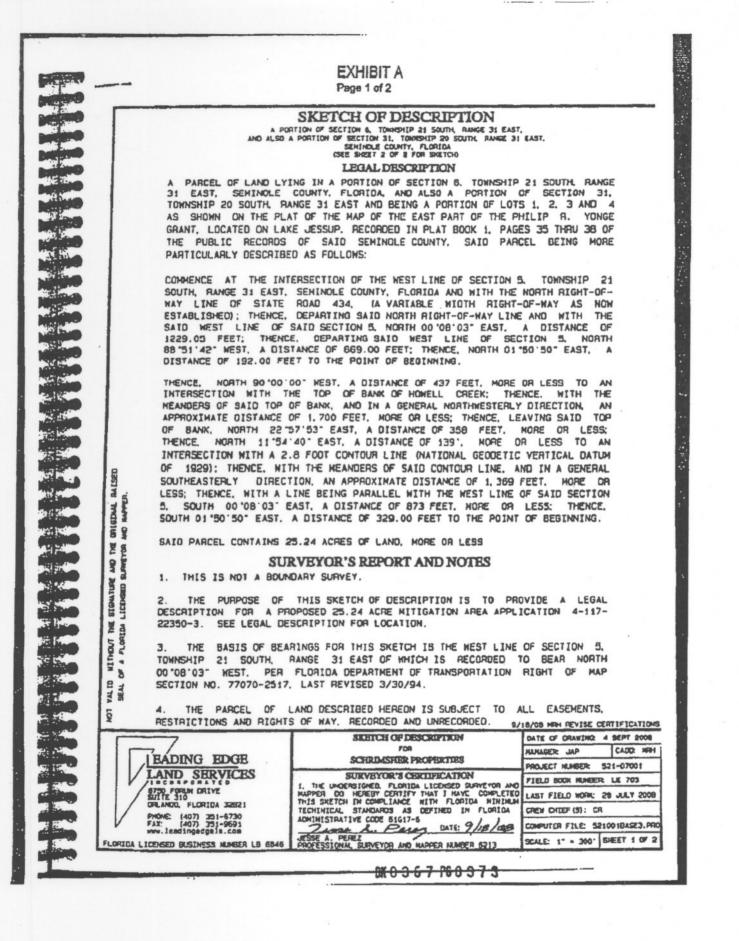
My Commission Expires:

Serial No._____

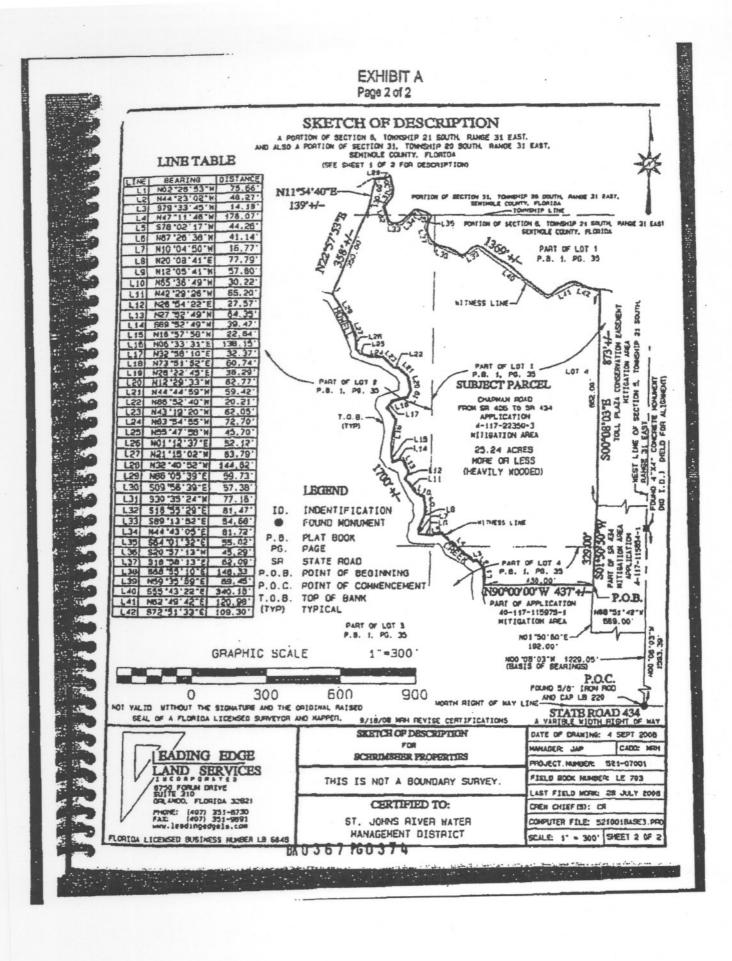
Personally known _____ OR produced identification _____. Identification produced _____.

BK0367 PG0371

		My Commission Expires:			
Personally known	OR	Serial No produced idea	ntification	Identification	
					•
		BX	0367 PG037	2	



1.2. 2.1.1.



#### EXHIBIT B

#### Chapman Road SJRWMD Application # 4-117-22350-3 Management and Monitoring Plan for 25.24 acre Conservation Easement Parcel

#### Management Activities

#### 1 - Cessation of Silvicultural Practices

One component of the mitigation plan is the climination of traditional silviculture on this property. Some areas of the Lake Jessup Mitigation Area show the effects of previous tree removal, with some areas completely devoid of the historic canopy. Tree skidding has altered the flow of water, and has allowed nuisance and exotic vegetation to take hold in some areas. Upon recording of the Conservation Easement, silvicultural practices will cease across the 25.24 acre parcel. The only additional tree removal that will occur will be the eradication of any nuisance or exotic tree species. No silvicultural tree planting, fertilization, seeding, bedding or clearing for plantation purposes will occur under the mitigation plan.

#### 2 - Eradication of Exotic and Nuisance Plant Species

Along the creek channels and skidder trails, nuisance species such as water primrose (Ludwigia peruviana), wild taro (Colocasia esculenta), and Caesar weed (Urena lobata) have become common (see Mitigation Plan exhibit). These nuisance plant species will be aggressively eradicated by chemical and mechanical means. Should any additional exotic species be found during monitoring events similar control methods will be applied. Smaller trees, shrubs, and groundcover that are earmarked for control will be sprayed with herbicides. Control measures will include hand cutting of exotic trees, and poisoning of the stumps. All herbicides used will be EPA approved products that are made for this intended use.

#### 3 - Perpetual Preservation Through a Conservation Easement

A conservation easement will be granted to St. Johns River Water Management District on the 25.24 acre parcel with provisions for the District to access the site. This easement will guarantee that the property will not be used for any activities that would adversely affect the goals of the mitigation plan. The conservation easement will run in perpetuity with the land.

#### Monitoring

Monitoring of the mitigation areas will be conducted every year for the first five years, then every five years thereafter in perpetuity. The initial period of monitoring will be to establish the desired community conditions as directed under the mitigation plan, and to determine necessary maintenance activities. The long term monitoring will be conducted to document the prolonged health of the mitigation area, in the desired community conditions. Transects will be established in each mitigation polygon, to provide representative sampling of each area (as shown on the Monitoring Plan exhibit). Photograph location points will be established at the end of each transect to document the conditions through time. Vegetative monitoring of the transects will be a determinant of the success of any mitigation efforts. Annual monitoring reports will be submitted using the District approved methodology and will include form EN-55. The reports will feature vegetative data, a discussion of any wildlife usage, hydrology, and other environmentally significant observations.

BK0367 PG0375



Each sampling transect will be at least 200 fect long, located in the areas shown on the Monitoring Plan. The transects will be field adjusted as needed and each end of the transects will be located using GPS equipment to assure that the monitoring areas remain consistent over time. Metal stakes and flags will be placed at each end of the transects, at the photograph location points

Along each transect, vegetative coverage for native, exotic, and nuisance plants will be estimated using a transect-quadrat method and a broader interpretation of the visible surroundings. The plant species will be broken down into their respective classifications (UPL, FAC, FACW, OBLW) and reported as the relative percent cover of each classification for each transect. This allows for a rapid analysis of the vegetative improvements as they occur. Controlled species (exotic or nuisance) coverage will be measured and noted separately for coverage in order to describe the success of the eradication efforts.

#### Success Criteria

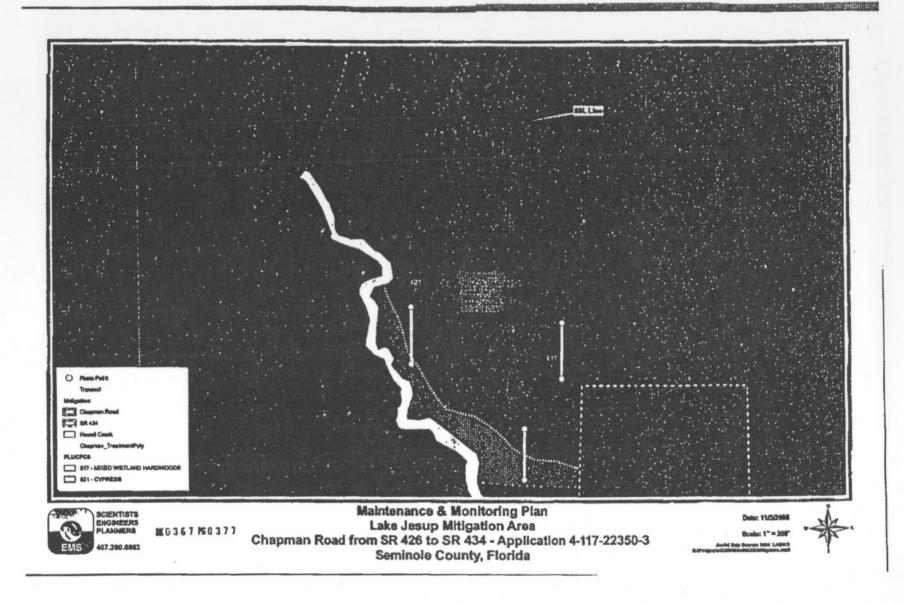
1 - Exotic and/or nuisance plant coverage shall be reduced to 5% for five years, then in perpetuity from then on:

2 - Problematic native plants (e.g. water primrose, Caesar weed) shall be reduced to less than 5% coverage for five years, then in perpetuity from then on;

#### Costs for Management and Monitoring

Management activities including eradication of nuisance and exotic species using herbicides and / or mechanical removal will be conducted twice a year for 5 years, then as necessary when monitoring demonstrates a need. The cost associated with spraying the 25.24 acro parcel twice a year (if needed) by a certified professional is estimated at \$1,200 dollars, based upon experience with this activity on numerous other projects. The cost associated with conducting annual monitoring on the 25.24 acre parcel, including the field monitoring activities and generating a report is estimated at \$4,500 per year.

#### BK0367 PG0376



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Brookmore Farms, Inc.

DEPARTMENT: County Attorney's Office DIVISION: Property Acquisition

AUTHORIZED BY: Lola PfeilCONTACT: Sharon SharrerEXT: 7257

## **MOTION/RECOMMENDATION:**

Brookmore Farms, Inc. has filed a business damage claim relating to Parcel Number 121 on the Chapman Road project. The owner of Parcel Number 121 is Nutmeg Farms, Inc. Brookmore Farms, Inc. operates a business on the site and has claimed \$183,845.00 in business damages exclusive of statutory interest, attorney's fees, and costs reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert.

District 1 Bob Dallari

Robert A. McMillan

## BACKGROUND:

see attached

## **STAFF RECOMMENDATION:**

Staff recommends that the Board authorize staff to make a counteroffer based on the report of the County's business damage expert.

## ATTACHMENTS:

1. Brookmore Farms, Inc.

Additionally Reviewed By: No additional reviews



## COUNTY ATTORNEY'S OFFICE MEMORANDUM

 To:
 Board of County Commissioners

 Through:
 Matthew G. Minter, Deputy County Attorney
 Mathew J. Mutthe

 From:
 David G. Shields, Assistant County Attorney
 Mand H. Shields

 From:
 David G. Shields, Assistant County Attorney
 Mand H. Shields

 Concur:
 Antoine Khoury, P.E., Principal Engineer/Engineering Division
 Att K

 Date:
 December 21, 2009
 December 21, 2009

 Subject:
 Authorization to Respond to Business Damage Claim
 Chapman Road

 Parcel No. 121
 Property owner: Nutmeg Farms, Inc.
 Business Tenant: Brookmore Farms, Inc.

This Memorandum requests authorization by the Board of County Commissioners ("BCC") to respond to the business damage claim of Brookmore Farms, Inc. ("Brookmore") on Chapman Road. Brookmore is a business tenant on Parcel No. 121 and conducts a horse stable and training business. It appears that the property owner, Nutmeg Farms, Inc. ("Nutmeg"), and Brookmore are controlled by the same person. By statute, the County is required to accept or reject the claim or submit a counteroffer within 120 days after receipt of the claim. Brookmore made its business damage claim of \$183,845.00 exclusive of statutory interest, attorney's fees and costs reimbursement on December 1, 2009. The County's response is due by April 1, 2010.

## I PROPERTY

## A. Location Data

The subject property is located at the northeast corner of West Chapman Road and Storybook Lane within a portion of unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

## B. <u>Street Address</u>

The street address is 900 West Chapman Road, Oviedo, FL.

### C. Description

The parent tract consists of 430,808 square feet and is improved with a 7,240 square foot equestrian center that was constructed in 1980 and an 800 square foot shed.

## II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2008-R-140 on June 10, 2008, authorizing the acquisition of Parcel No. 121 and finding that the Chapman Road project is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The County subsequently served its first written offer to the property owner, Nutmeg, on March 11, 2008 offering \$150,000.00. The County subsequently learned that Brookmore was operating the business on the property and formally notified Brookmore on June 5, 2009. No lawsuit has been filed and consequently no order of take has been entered.

## III ACQUISITION/REMAINDER

The proposed acquisition consists of 23,297 square feet and is a rectangle shaped parcel off the subject's southern boundary and includes 665.65 feet of frontage along the north side of Chapman Road.

## IV APPRAISED VALUES

The County's initial appraised value of Parcel No. 121 is \$136,500.00. The County's appraisal was prepared by Clayton, Roper & Marshall, Inc., and was approved by the County's review appraiser, HDR Engineering, Inc. The appraisal report only appraises the land, improvements, and possible severance damages. The appraisal report does not encompass business damages. The County has retained separate experts, including a certified public accountant, to evaluate Brookmore's business damage claim.

Neither Brookmore nor Nutmeg has yet provided any appraisal for the land and improvements. Brookmore's business damage claim is independent of any claim for the value of the land or improvements taken or severance damages.

## V BUSINESS DAMAGES

At the time of the taking, Brookmore's business had been in operation since 1987, and it therefore qualifies for business damages.

## A. County's Business Damage Report

The County has retained a certified public accountant and a separate expert on horse facilities as its experts on the business damage claim. The accounting expert is examining supporting documents provided by Brookmore with the claim and additional documents may be requested from Brookmore. The other expert will evaluate the effect of the taking on the property as a horse facility. Therefore, the analysis by the experts is not complete as of the date of this memorandum, but it is expected to be completed in time to respond to Brookmore's offer by the statutory deadline.

#### B. Tenant's Business Damage Report

Brookmore's business damage report was prepared by Morgenstern Phifer & Messina and opined business damages at totaling \$183,845. The business damages report claims a complete loss of the business as a result of the taking.

#### VII ATTORNEY FEES

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer. If there is no timely counteroffer within 120 days of the offer, the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages. Therefore, it is important for the experts to review the claim and any and all supporting documents and recommend an appropriate response so as to minimize any claim for attorney fees.

#### VIII RATIONALE AND COST CONTROL

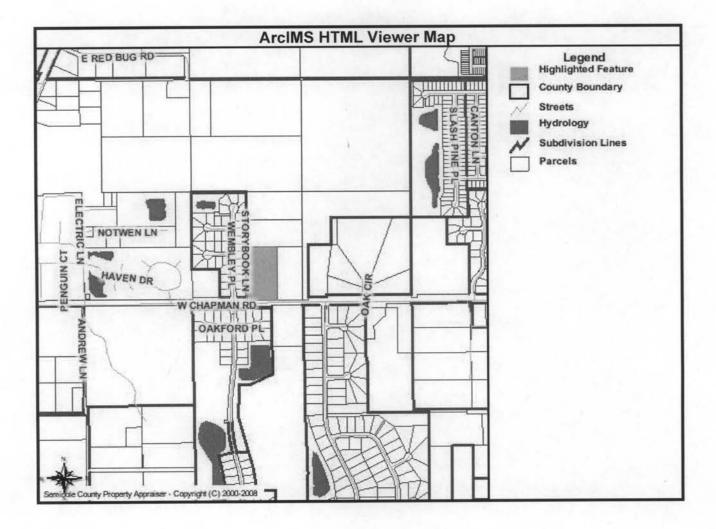
This case is in the early stages. Nutmeg and Brookmore have yet to provide a land appraisal. However, the Florida Statutes force the County to respond to the business damage claim quickly or risk significant additional exposure for attorney fees. This memorandum is intended only to address the statutory requirement for responding to the business damage claim and protect the County on the matter of attorney fees.

#### VIII RECOMMENDATION

County staff recommends that the BCC authorize the County Attorney's Office to make a counteroffer in response to Brookmore's business damage claim in an amount to be based on the report of the County's business damage experts but not to exceed the demand. This amount will cover only business damages and is to be exclusive of statutory interest, statutory attorney's fees, cost reimbursements and any other compensation or damage which might be due Brookmore or Nutmeg based on the value of the land acquisition.

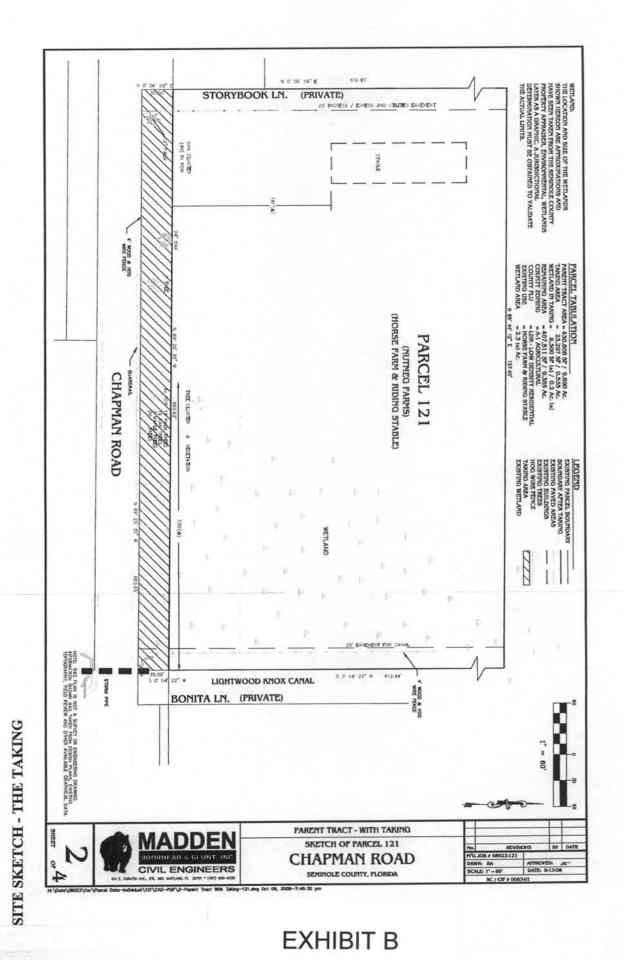
DGS/dre Attachments Exhibit A – Location map Exhibit B – Parcel Sketch P:\Users\Dedge\My Documents\Mem\Agenda Item Chapman 121 Brookmore Business Damage Response.Doc





# EXHIBIT A

http://simon03.scpafl.org/servlet/com.esri.esrimap.Esrimap?ServiceName=parcel_appr_2... 12/17/2009



CRM File No. 08-205.121

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure Approval Lists; Payroll Approval List; Clerk's "Received and Filed" for information only

**DEPARTMENT:** Clerk's Office **DIVISION:** 

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan CONTACT: Sandy McCann EXT: 7662

# **MOTION/RECOMMENDATION:**

Approval of Expenditure Approval Lists dated December 21 and 28, 2009, and January 4, 2010; approval of Payroll Approval List dated December 24, 2009; Clerk's "Received and Filed" - for information only.

County-wide

Susan Krause

# BACKGROUND:

See attached Clerk's Report.

#### **STAFF RECOMMENDATION:**

Staff recommends Board approval of Expenditure Approval Lists dated December 21 and 28, 2009, and January 4, 2010; approval of Payroll Approval List dated December 24, 2009; Clerk's "Received and Filed" - for information only.

# ATTACHMENTS:

1. Clerk's Report 1-26-10

Additionally Reviewed By: No additional reviews

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists; Clerk's Received and Filed; and Clerk's Briefing

DEPARTMENT	Clerk's Office	DIVIS	SION: (	County Commiss	ion R	ecords	
AUTHORIZED BY			FACT: S	andy McCann	EXT.	7662	
AUTHORIZED DT							
Agenda Date <u>01-</u>	<u>26-2010</u> Regular	Con:	sent 🗵	Work Session		Briefing	

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists

#### BACKGROUND:

- 1. Expenditure Approval Lists dated December 21 and 28, 2009, and January 4, 2010; and Payroll Approval List dated December 24, 2009
- 2. Clerk's "Received and Filed" for information only
- 3. Clerk's Briefing

Charles at large
Reviewed by:
Co. Att
OMB
Other
DCM
CM

# CLERK'S REPORT CLERK'S BRIEFING JANUARY 26, 2010

#### I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

#### A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated December 21 and 28, 2009, and January 4, 2010; and Payroll Approval List dated December 24, 2009, presented.

ACTION REQUESTED: Motion approving same.

# II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

- A. RECEIVED AND FILED For Information Only.
  - 1. Conditional Utility Agreements for Water and Sewer Service with Maitland-Bear Lake Plaza Properties, LLC.
  - 2. Development Order for Lizette V. & Jeffrey McDonald, 101 Havilland Point.
  - 3. Amendment #1 to Work Order #4 for RFP-2574-07.
  - 4. Second Amendment to Term Contract IFB-3125-05, Philips Healthcare.
  - 5. Amendment #1 to M-600550-09, Insource Software Solutions, Inc.
  - 6. Term Contract IFB-600736-09, HD Supply Waterworks, Ltd.
  - 7. Closeout of Work Order #29 for CC-1075-06.
  - 8. Change Order #2 to Work Order #9 for CC-2184-07.

9. Closeout of CC-2098-07.

- 10. Amendment #3 to Project Agreement 69-4209-9-1722, Howell Creek Water Control Project.
- 11. Certificates of No Recall for the Sanford Orlando Kennel Club, LLC, and Penn Sanford, LLC.
- 12. Change Order #13 to RFP-0613-06.
- 13. Work Orders #30 and #31 to CC-1284-06.
- 14. Amendments #1 to Work Orders #74 and #75 for PS-5120-02.
- 15. Second Amendment to M-4519-09, R. W. Block Consulting, Inc.
- 16. Fourth Amendment to RFP-4258-05, The Grove Counseling Center, Inc.
- 17. Amendment #1 to Work Order #1 for PS-4572-09.
- Corrected Developer's Commitment Agreement for Cameron Heights PUD, as approved on Oct. 11, 2005.
- 19. Amendment #5 to Lease/Purchase Agreement for RFP-600244-07, ESQ IT Solutions.
- 20. Change Order #1 to CC-4399-09.
- 21. Certificate of No Recall for Florida Jai-Alai, Inc.
- 22. Work Order #28 for CC-1284-06.
- 23. Work Order #58 to PS-1529-06.
- 24. Work Order #5 to PS-2051-07.
- 25. Amendment #1 to Work Order #1 for PS-2825-07.
- 26. Letter to Sandy McCann, Clerk's Office, from Attorney Mary Solik regarding Public Records Request.

- 27. Change Order #9 to CC-2702-07.
- 28. Change Order #1 to CC-4328-09.
- 29. Amendment #1 to Work Order #88 for PS-5150-03.
- 30. Certificates of Final Completion for Work Orders #11, #12, #13 and #14 to RFP-4277-09, Clarkson Concepts, Inc.
- 31. Amendment #1 to Work Order #29 for PS-1529-06.
- 32. Certificates of Completion for Work Orders #6, #9 and #12 to RFP-4277-09, Clarkson Concepts, Inc.
- 33. Parks Contract for Services with Amy Raub.
- 34. Assistant and Associate Tennis Pro Agreement with Robert Pierce.
- 35. Change Order #2 to CC-4238-09.
- 36. Work Order #44 to PS-5174-04.
- 37. Change Order #7 to CC-1184-06.
- 38. Closeout for Work Order #32 to CC-1075-06.
- Recorded BOA Development Orders as follows: 39. Oliveira variance; David ~ Jorge A. Est. variances; Nouridjan Kiswani Life Jerald L. & Susan Baughman variance; Ann Dennis variance; Thomas & Milagros Dewitt John F. & Patricia Baumgardner variance; variance; Dwayne J. Christy A. Caldwell Estate Homes variance; San Sebastian variance; Tom Rogers building permit; Adam & Jennifer Landa special exception; MSKP Springs Plaza special exception; John & Gail Kalepp variance; Jeff Brantley variance; NRRN Holdings LLC variance; Marwan Sayyed & Sawsan Alhatoo variance; and Betty J. Williams Heirs & Phyllis E. Taylor et. al. variances.

- 40. Amendment #1 to Work Order #1 to RFP-4532-09.
- 41. Amendment #2 to Work Order #5 to PS-1742-07.
- 42. Amendment #2 to Work Order #32 to PS-1501-06.
- 43. Work Order #15 to CC-2184-07.
- 44. Closeout for Work Order #36 to CC-1075-06.
- 45. Change Order #3 to CC-4192-09.
- 46. Amendment #1 to Work Order #93 for PS-5150-03.
- 47. Work Order #79 to CC-1220-03.
- 48. Amendment #1 to Work Order #43 for PS-5174-04.
- 49. Work Order #6 to M-5004-09.
- 50. Second Amendment to PS-5174-04, Connect Consulting, Inc.
- 51. Work Order #43 to CC-1075-06.
- 52. Change Order #2 to Work Order #38 for CC-1075-06.
- 53. Development Order for Michael D. & Carol A. Leavitt, 182 Shadowbay Blvd. S.
- 54. Bids as follows: RFQ-600790-09, IFB-600769-09, and RFP-600812-09.

#### III. CLERK'S BRIEFING

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>BAR #10-40 - \$105,060 - General Fund - Florida Division of Emergency</u> Management – State Homeland Security Grant Program Award

DEPARTMENT: Sheriff's Office DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan CONTACT: Penny J Fleming EXT: 6617

#### MOTION/RECOMMENDATION:

Approval of the attached Budget Amendment Request (BAR 10-40), recognizing (\$105,060) in additional FY 2009/10 Florida Division of Emergency Management - State Homeland Security Grant revenues and correspondingly increasing the Sheriff's FY 2009/10 operating budget by an equivalent amount.

County-wide

Penny J. Fleming

#### BACKGROUND:

In accordance with the provisions of Federal Fiscal Year 2009 Homeland Security Grant Program, the Florida Division of Emergency Management has awarded the Seminole County Sheriff's Office funding in the amount of \$105,060. The CFDA number is 97.067 and Florida Division of Emergency Management federal grant number is 2009-SS-T9-0081.

Funding is being provided to purchase equipment that supports activities consistent with the Department of Homeland Security State Strategy and enhances the capacity to respond to, and mitigate the consequences of, incidents of domestic terrorism or other hazard.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the attached Budget Amendment Request (BAR 10-40), recognizing (\$105,060) in additional FY 2009/10 Florida Division of Emergency Management - State Homeland Security Grant revenues and correspondingly increasing the Sheriff's FY 2009/10 operating budget by an equivalent amount.

# ATTACHMENTS:

- 1. BAR 10-40
- 2. Grant Award

Additionally Reviewed By:

Budget Review (Karen Hufman, Lisa Spriggs)

# 2010-R- BUDGET AMENDMENT REQUEST

- TO: Seminole County Board of County Commissioners
- FROM: Department of Fiscal Services
- SUBJECT: Budget Amendment Resolution Department: Sheriff's Office Fund(s): General Fund

FS RecommendationK Hufman<br/>Analyst1/12/10<br/>DateBudget ManagerDateDirectorDate10-40<br/>BARDate

PURPOSE: Appropriation of Revenues and Expenses- Florida BAR Division of Emergency Management – State Homeland Security Grant Program Award

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

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

# Sources:

Account Number 00100.334221	Project #	Account Title Sheriff's Office – State Grants	Amount \$105,060
00100.034221			φ105,000
Total Sources			\$105,060
			\$105,00

# **Uses:**

Amount	Account Title	Project #	Account Number
0.00	Sheriff's – Personal Svc.	-	00100-021000-590963.02
4,579	Sheriff's – Operating Exp.	-	00100-021000-590963.03
100,481	Sheriff's - Capital	-	00100-021000-590963.05
1	Sheriff's - Capital		00100-021000-590963.05

#### **Total Uses**

#### \$105,060

# **BUDGET AMENDMENT RESOLUTION**

This Resolution, 2010-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida ______ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By:_

Bob Dallari, Chairman

Date:

Entered by County Finance Department

Date: _____

Date: _____



#### DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST Governor

RUBEN D. ALMAGUER Interim Director

#### October 30, 2009

Subgrantee: Seminole County Sheriff's Office

Issue Numb	er Project Title	Project Title Final Alloca		
#2	Management and Administration	Management and Administration \$12		
#2	X-Ray Screen Mobile	0		
#5	Aviation Night Vision Goggles		\$34,000.00	
#5	Management and Administration			
#5	Mobile [Vehicle Mounted] Microway	Mobile [Vehicle Mounted] Microwave Receiver for Command Post \$36,50		
#5	Portable [Man portable] Microwave	Receiver	\$27,500.00	
Grant Period:	October 1, 2009 – April 30, 2012	Total Amount of Award: \$10	05,060.00	
Federal Grant N	Io.: 2009-SS-T9-0081	State Agreement No.: Provide	ed upon execution	

In accordance with the provisions of Federal Fiscal Year 2009 State Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above. The CFDA number is 97.067 and Florida Division of Emergency Management federal grant number is 2009-SS-T9-0081.

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty-month (30) period.

36 Skyline Drive Lake Mary, FL 32746-6201 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Tel: 850-413-9969 • Fax: 850-488-1016 www.FloridaDissiter.org

FLORIDA RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER 2702 Directors Row Orlando, FL 32809-5631 Cha



STATE OF FLORIDA

#### **DIVISION OF EMERGENCY** MANAGEMENT

CHARLIE CRIST Governor

RUBEN D. ALMAGUER Interim Director

#### SPECIAL CONDITIONS

I.

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122) .
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with **Commercial Organizations**

#### C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program guidance and application kit.
- The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a noncompliance finding and will not be eligible for FEMA funding.

ACCEPTANCE FOR THE SUBGRANTEE:

Signature of State Administrative Agent

Signature of Official Authorized to Sign for County-

36 Skyline Drive Lake Mary, FL 32746-6201 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Tel: 850-413-9969 • Fax: 850-488-1016 www.FloridaDisaster.org

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# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Law Enforcement Trust Fund Expenditure - Contribution to Support the "Preventing Crime in the Black Community Conference"

DEPARTMENT: Sheriff's Office DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan CONTACT: Penny J. Fleming EXT: 6617

# **MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to expend \$1,000.00 from the Law Enforcement Trust Fund to provide for a contribution to support the 25th annual National Conference on "Preventing Crime in the Black Community".

County-wide

Penny J. Fleming

# BACKGROUND:

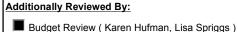
The Orange County Sheriff's Office has been chosen to host the 25th annual National Conference on "Preventing Crime in the Black Community" sponsored by both the Florida Attorney General and Georgia Attorney General Offices. The conference will be held May 26 - May 29, 2010 in Orlando. The mission of the National Conference on "Preventing Crime in the Black Community" is to showcase successful programs and promote a positive exchange of ideas.

Focal points of the 2010 conference will include presentations by national and state leaders, motivational speakers, workshops on notable efforts to curb drug abuse and youth violence, and community crime prevention and program models that are transferable to other communities. The Sheriff's Office strongly supports the goals and objectives of this conference and therefore desires to contribute \$1,000 towards defraying the conference expenses.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$123,655.47.

#### **STAFF RECOMMENDATION:**

Staff recommends approval by the Board of County Commissioners to expend \$1,000.00 from the Law Enforcement Trust Fund to provide for a contribution to support the 25th annual National Conference on "Preventing Crime in the Black Community".



Revenue Review ( Cecilia Monti, Lisa Spriggs )

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Sanford Joint Planning Agreement (JPA)</u>

DEPARTMENT: Planning and Development	DIVISION: Planning

MOTION/RECOMMENDATION:

**AUTHORIZED BY:** Alison Stettner

1. Approve the Joint Planning Agreement with the City of Sanford and authorize the Chairman to execute the aforementioned document;

**CONTACT:** Jeff Hopper

2. Deny the Joint Planning Agreement with the City of Sanford; or

3. Continue this item to a date and time certain

County-wide

Alison Stettner

**EXT:** 7377

#### BACKGROUND:

Since 2001, staff for both Seminole County and the City of Sanford have been working on a Joint Planning Agreement (JPA) addressing several important issues that affect both jurisdictions. These issues include intergovernmental processes for future land use amendments and miscellaneous land development regulations that affect both parties, annexation policies of enclaves within the City limits and property within the County boundaries, the establishment of the rural boundary area within the City, and permitted densities and roadway maintenance along Celery Avenue.

The Agreement is valid for five years with an automatic five-year renewal period (which either party can opt out of), similar to the last Joint Planning Agreement with Sanford which was approved in 1991 and extended through 2001.

A draft of a prior version of the JPA was presented to the Board on August 25, 2009. This version addresses concerns expressed by Board members at that time, including an update to reflect the SeminoleWay initiative.

#### STAFF RECOMMENDATION:

Staff recommends that the Board approve the Joint Planning Agreement with the City of Sanford and authorize the Chairman to execute the aforementioned document.

# ATTACHMENTS:

- 1. Sanford Joint Planning Agreement
- 2. Exhibit A: Joint Planning Area
- 3. Exhibit B: Future Land Use Equivalency Chart
- 4. Exhibit C: Recommendations for Future Comprehensive Plan Amendments
- 5. Exhibit D: Enclaves 10 Acres and Under

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

#### SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AGREEMENT

THIS JOINT PLANNING AGREEMENT is made and entered into this _____ day of _____, 2010, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF SANFORD, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY".

#### WITNESSETH:

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

WHEREAS, the CITY and the COUNTY have previously entered into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners and the Sanford City Commission have executed joint resolutions that expressed their consensus agreement as to urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

WHEREAS, the Joint Planning Area and future annexation boundaries should be specifically defined; and

WHEREAS, in 1991 Seminole County and the City of Sanford had a Joint Planning Agreement that has expired; and

WHEREAS, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part II, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J-5.015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

WHEREAS, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida

Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the CITY and the COUNTY; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of the COUNTY and the CITY that this Interlocal Agreement also be entered into; and

WHEREAS, the COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency with one another's comprehensive plans; and

WHEREAS, the COUNTY and the CITY have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, joint land use planning, and conflict resolution, among other things; and

WHEREAS, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the COUNTY and the CITY desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

WHEREAS, land use matters which are the subject of this limited Agreement include, but are not to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this Agreement; and

WHEREAS, the COUNTY and the CITY agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities are a sound planning goal that serves to further intergovernmental coordination, and that additional agreements between the parties are highly desirable; and

WHEREAS, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand by annexation or contract their municipal boundaries; and

WHEREAS, the Joint Planning Area and future annexation transition boundaries should be specifically defined; and

WHEREAS, the COUNTY and the CITY do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of the CITY's jurisdictional boundaries; and

WHEREAS, the parties have the lawful right and power to enter into this Agreement,

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

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

#### SECTION 2. PURPOSE, INTENT AND JOINT PLANNING AREA.

(a) The purpose of this Agreement is as follows:

(1) Adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in the CITY and the COUNTY.

(2) Protect the general rural character of the Rural Areas of Seminole County as depicted in the Seminole County Comprehensive Plan and this Agreement, as it may be amended, by establishing limits for and conditions relating to future annexations by the CITY.

(3) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.

(4) Promote continued intergovernmental coordination and cooperation between the COUNTY and the CITY.

(5) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation or contraction decisions.

(b) The purpose of the following provisions is to provide the guidance as to how property will be developed in the Joint Planning Area, ensure that CITY and COUNTY land use plans will be implemented, and to provide formal conflict resolution procedures to amicably resolve disputes. (c) The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit "A" to this Agreement which is incorporated as if fully set forth herein.

# SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) Findings. The COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations and land use regulations are equivalent and of similar nature.

Future Land Use Equivalency. (b) The "Future Land Use Equivalency Chart", labeled Exhibit "B" and incorporated herein, describes equivalent future land use designations in the These designations have CITY and COUNTY comprehensive plans. been deemed equivalent due to their similar intensities and densities of allowable development. Both the COUNTY and the CITY shall ensure that all of their respective land use amendments and rezonings are consistent with the other jurisdiction's zoning and future land use designations for the subject property as described in Exhibit "B", except to the extent set forth in Section 3(c). The COUNTY shall not oppose land development orders of the CITY if such actions are compliant with applicable law and all COUNTY zoning and land use designations as described in Exhibit "B". The CITY shall not oppose any land development orders of the COUNTY if such orders are compliant with applicable law and all CITY zoning and land use designations as described in Exhibit "B". The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties and each such proposed amendment shall include, an assessment and evaluation of all required planning elements including, but not limited to:

(1) Public services and facilities (e.g., water, drainage, sewer, roads, public safety, law enforcement, schools, library services, etc.).

(2) The identification and evaluation of current supply of vacant land already designated for the proposed land use category.

(3) Fiscal impacts related to the cost of and payment for urbanization.

(4) Rural/Urban transition controls.

(5) Designation and protection of parks, conservation areas, open space, flood prone and

environmentally sensitive areas within the "Joint Planning Area".

Recommendations For Future Comprehensive (C) Plan Amendments. The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principles from which land use plan amendments can be reviewed. The "Recommendation For Future Comprehensive Plan labeled Exhibit "C" Amendments" and incorporated herein by reference, sets forth future land use designations that may be assigned to the described property. These proposed land use designations have not yet undergone extensive public review and may require services and facilities beyond those allotted in the COUNTY's or CITY's respective Comprehensive Plans' Capital Improvement Elements.

Parcels of land in the CITY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the COUNTY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

Parcels of land in the unincorporated COUNTY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the CITY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

Recognition of Rural Area in Comprehensive Plans. (d) In 2004, Seminole County voters approved a County referendum that established a Rural Area and a Rural Boundary in the Home Rule Charter through a map and a legal description. The Charter Amendment also required the COUNTY to add the map and legal description to the Seminole County Comprehensive Plan, which the COUNTY added to the FLU Exhibits as the "Rural Boundary Map" and "Legal Description for Rural Area". The Charter Amendment provided direction that, for the legally described Rural Area as shown in the "Rural Boundary Map", the Future Land Use designations contained in the Seminole County Comprehensive Plan shall control the density and intensity of development. Additionally, the Board of County Commissioners must approve all changes to the Future Land Use designations regardless of whether any lands in the Rural Area are located within a municipality. In concert with this electorate decision, the CITY will also process a Comprehensive Plan Amendment in the next amendment cycle following execution of this agreement, to add the Rural Boundary Map and accompanying Legal Description to the Sanford Comprehensive Plan.

Joint Review of Plan Amendments. (e) During the development and drafting phases of the respective comprehensive plans or plan amendments of the CITY or the COUNTY, CITY and COUNTY staff shall transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanisms within twenty-one days prior to the first public hearing.

(f) Special Area Studies. The CITY and COUNTY recognize there are certain areas within the Joint Planning Area that have particular development patterns and/or community needs. Further evaluation of these patterns and/or community needs may benefit the citizens of Seminole County. The CITY and COUNTY may jointly study and provide standards that address such needs from time to time. Areas that may be candidates for special area studies include but are not limited to: Midway, Sanford Avenue Corridor, Silver Lake/Ohio Avenue, Lake Mary Boulevard (south side), the Rand Yard Road area, and areas surrounding the Airport.

#### SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) Land Use and Zoning Designation for Parcels Annexed Into the CITY. Upon annexation of COUNTY lands into the CITY, the COUNTY will not object to CITY rezoning, development orders or plat approvals as long as such actions are taken in accordance with the terms of this Agreement and applicable law. The CITY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle following such annexation.

(b) Land Use and Zoning Designation for Parcels Deannexed From the CITY. Upon de-annexation or contraction of CITY property into the COUNTY, the COUNTY shall apply a COUNTY zoning district in accordance with this Agreement. The COUNTY shall amend its comprehensive plan to include de-annexed lands during its first plan amendment cycle immediately following such de-annexation or by initiating a comprehensive plan amendment.

Annexation Criteria and Restrictions. (C) The COUNTY agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable state and federal laws. Further, the COUNTY that there currently exist recognizes larqe enclaves of unincorporated COUNTY lands surrounded by the CITY and that it is in the interest of both the CITY and the COUNTY that such enclaves be eliminated. As such, the COUNTY will not object to the creation of smaller enclaves caused by CITY annexation of certain properties within these larger enclaves, as long as the

annexation otherwise complies with State law. The parties further agree that neither the COUNTY nor the CITY will permit development at any density greater than one dwelling unit per acre in an area identified as number "5" in Exhibit "C", except that nonresidential development shall be permitted consistent with the SeminoleWay initiative.

Interlocal Agreement to Annex Enclaves Ten Acres or (d) in Size. The parties shall avoid the creation Less of enclaves and halt any serpentine annexations in the "Joint Planning Area," except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves. The parties agree that enclaves less than 10 acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to F.S. 171.046(2) (a), which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Pursuant to 171.046, this annexation process is not available for F.S. property that is unimproved or undeveloped. Properties eligible for this provision are identified on the map in Exhibit "D".

**SECTION 5. DEVELOPMENT ALONG CELERY AVENUE.** Property located adjacent to Celery Avenue shall be developed at densities no greater than those specified in Sections 1 and 2 of Exhibit "C". Central water and sewer lines shall be installed prior to any new development along Celery Avenue.

The CITY shall accept road maintenance and improvement jurisdiction over the length of Celery Avenue right-of-way, and West 13th Street from US 17/92 to Sanford Avenue, for the entire width of the right-of-way, where any properties abutting Celery Avenue on either the north or south side of the right-of-way have: (1) previously been annexed into the CITY prior to the effective date of this Agreement, and (2) are annexed following the effective date of this Agreement. The CITY will maintain the roadway at the current level of service operation and surface condition, providing customary maintenance and improvements as needed. The COUNTY agrees to contribute to the cost, in the amount of two hundred fifty thousand dollars (\$250,000), of reconstructing/resurfacing 13th Street from US 17/92 to Sanford Avenue, and to complete the resurfacing of Celery Avenue from Mellonville Avenue to SR-415 by October 1, 2010. Resurfacing will include base reconstruction as determined by a pavement condition analysis to be completed in FY 09/10 by Seminole County. Upon completion of the paving of and payment of the \$250,000 Celery Avenue 13th Street contribution to the City, the CITY and COUNTY shall enter into

an interlocal agreement, in accordance with Florida Statutes, for the purpose of transferring maintenance responsibility for Celery Avenue from the COUNTY to the CITY.

# SECTION 6. COORDINATION OF MISCELLANEOUS LAND DEVELOPMENT REGULATIONS.

(a) Uniform Right-of-Way and Road Standards. The CITY and the COUNTY agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.

(b) *Roadway Jurisdiction and Transfer.* The CITY and COUNTY agree to develop an objective system of evaluating and determining when a roadway should be transferred to the CITY for maintenance and improvement.

Land Development Code Updates. Each jurisdiction (C) shall provide the other jurisdiction with timelv а opportunity to review and provide formal comments relating to all land development regulation updates or revisions by providing proposed in their jurisdiction the other jurisdiction with written notification of the pending update or revision at least two (2) weeks prior to any official action on Land Development Code updates relating to the the matter. Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of this higher intensity area.

(d) Review of Development Proposals for Transportation Impacts. jurisdiction shall Each provide the other jurisdiction with a timely opportunity to review and comment development upon planned project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks (ten business days) before the item is considered by a recommending or decisionmaking body.

#### SECTION 7. CONFLICT RESOLUTION.

(a) Intergovernmental Conflict Resolution. In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties.

(b) Chapter 164, Florida Statutes. Nothing in this Agreement shall be deemed in any way to waive any rights

deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

(c) *Time of Actions*. The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

Review. "Joint Review" (d) Joint as used in this Agreement shall mean that the Planning Directors of each jurisdiction, or their duly appointed agents, shall review and discuss the proposed land development action. Should the in review not result agreement between the ioint an jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section.

**SECTION 8. CONFLICT OF INTEREST.** The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

**SECTION 9. AGREEMENT AMENDMENTS.** This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing bodies of the CITY and COUNTY prior to the Agreement being effectively amended.

SECTION 10. TERM. This Agreement supersedes and supplants any prior existing Agreements between the CITY and COUNTY regarding land development practices. This Agreement shall be in effect for a five (5) year period beginning the date on which it is fully executed by both parties. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the parties thereto gives the other ninety (90) days advance notice, in writing, of its intention not to renew the Agreement.

**SECTION 11. NOTICE.** Contact persons for this Agreement shall be the City Manager and the County Manager.

City Manager City of Sanford Post Office Box 1788 Sanford, Florida 32772-1788

Seminole County Manager Seminole County Services Building 1101 East First Street Sanford, Florida 32771 **SECTION 12. STANDING.** The Parties do not intend for this agreement to benefit any third parties and thereby create standing where none now exists.

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

ATTEST:	CITY OF SANFORD
Janet R. Dougherty, Clerk City of Sanford, Florida	By: Linda Kuhn, Mayor Date:
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
Maryanne Morse, Clerk to The Board of County Commissioners of Seminole COUNTY, FLORIDA.	By: Bob Dallari, Chairman Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2010.
Approved as to form and legal sufficiency.	

County Attorney

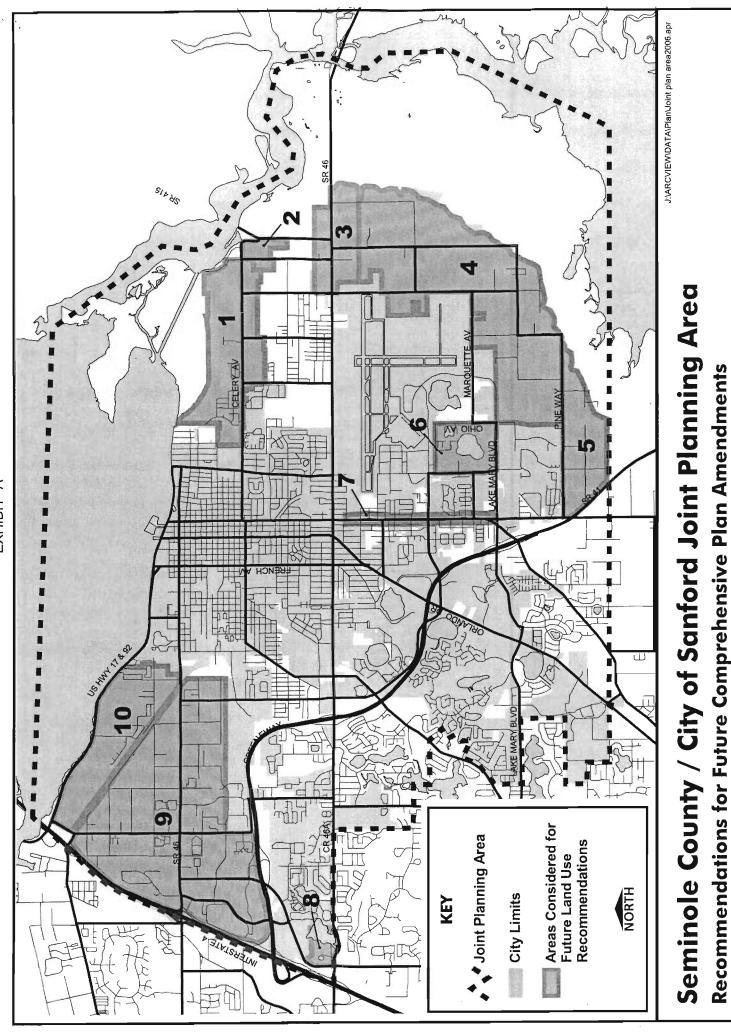


EXHIBIT "A"

# EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Low Density Residential - Single Family	LDR - SF 6 DU/Acre	SR-1AA; SR-IA; SR-1; PD; AG	LDR 1-4 DU/Acre	A-1, RC-1, R-1, R1-A, R1- AA, R1-AAA, R1-AAAA, PLI, PUD
Medium Density Residential	MDR-10 10 DU/Acre	SR-1AA; SR-1A; SR-1; MR-I; PD; AG	MDR 4-10 DU/Acre	All LDR Zonings, RM-1; RM-2; R-2; R3A; R1-B; R1-BB; RP, PUD
Medium Density Residential	MDR-15 15 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre	All MDR Zonings; R-3; R-4, PUD
High Density Residential - 20 DU/Acre	HDR	SR-1AA; SR-IA; SR-1; MR-1; MR-2; MR- 3; PD; AG	HDR	All MDR Zonings; R-3; R-4 PUD
Office	ROI Residential-Office- Institutional	MR-I; MR-2; MR-3; RMOI; PD; AG	Office	OP; RP; A-1; PLI; PUD
Commercial	NC-Neighborhood GC- General	RMOI; RC-I; GC-2; PD; AG	Commercial	All Office Zonings; CN; CS C-1; C-2; PCD
Industrial	I - Industrial	RI-I; MI-2; PD; AG	Industrial	C-3; M-1A; M-I, A-1; OP; C-1; C-2; PCD; PLI; PUD
Mixed Use	Waterfront Downtown Business District	All	Mixed Development	PUD, PCD, PLI

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
High Intensity 1-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG	High Intensity Planned Development - Target Area HIP-TI	PUD, PCD, PLI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1	High Intensity Planned Development - Airport	PUD, PCD, PLI
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI; A-1
Conservation	RP - Resource Protection	All Zones	Environmentally Sensitive Lands Overlay (ESLO)	All Zones
General Rural	SE -Suburban Estates (1 DU/Acre)	AG; PD	Suburban Estates (1 DU/Acre)	A-1; RC-1, PLI

# EXHIBIT C SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

Reference Number	General Location	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
1	Celery Avenue Residential	For all lands east of the line described as the eastern ³ / ₄ line of Sections 29 and 31, Township 19, Range 31 (the western boundary line of the University of Florida Agricultural Experimental Station) density shall not exceed two and a half (2.5) dwelling units per net buildable acre. For all lands west of said line, density shall not exceed four (4) dwelling units per net buildable acre. Any proposed development within the Midway Basin that exceeds one (1) dwelling unit/net buildable acre must connect to sewer and water services. Development on the north and south sides of Celery Avenue shall be subject to the Celery Avenue Overlay standards adopted by both the City and County.
2	Celery Avenue/ SR 415 Mixed Used	Mixed Development (multifamily, commercial, light industrial) for those parcels located 632 feet south of Celery Avenue and west of Cameron Avenue; those parcels located south of Celery Avenue and 657 feet north of Hughey Street that abut Cameron Avenue on the east; and those parcels south of Celery Avenue that abut the west side of SR 415, north of Hughey Street. All development will be required to connect to central water and sewer services. Density shall be as established in the Seminole County Comprehensive Plan, and in no event shall such density be more than four (4) dwelling units per net buildable acre.
3	Intersection of SR 46/CR 415	Provide for a commercial node to serve the eastern portion of the City. Any proposed development within the Midway Basin that exceeds one dwelling unit/net buildable acre will be required to connect to water and sewer services.
4	South & East Side of Airport	Establish Ohio Avenue as the line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation. Future expansion of the Orlando-Sanford International Airport (OSIA) property and runways shall be focused to the east and south to minimize airport noise and development impacts to urban residential areas to the north and west. Lands

General Location	FUTURE LAND USE RECOMMENDATIONS/COMMENTS		
	<ul> <li>annexed near or adjacent to the airport shall be assigned land use designations compatible with the Airport Master Plan and in a manner consistent with the joint planning agreement established with Seminole County.</li> <li>Residential land uses and residential zonings shall be discouraged if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.</li> <li>The City and County shall ensure that land uses surrounding the airport are compatible with noise levels generated by the airport use through the following measures:</li> </ul>		
	1. All land east or south of the OSIA's new runway system shall be developed based on the part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the OSIA by Environmental Science Associates (ESA), as approved by the FAA and any revisions to the noise exposure maps that may occur as the result of airport development. If new residential land uses or residential zoning districts are permitted, an avigation easement and development order approval shall be required.		
	2. New residential land use designations and zoning classifications (single-family detached, duplexes, townhomes or condominiums) shall be prohibited where noise contours are greater than 60 DNL (day-night noise level)Multi-family residential developments shall comply with the guidelines issued by the Federal Aviation Administration (FAA) and Department of Transportation relating to airport compatible uses and will be allowed between the 60 and the 65 DNL noise contour only with an avigation easement and associated development order and shall be designed to meet the soundproofing regulations pursuant to the FAA Part 150 Noise Compatible Land Use Guidelines.		
	3. The following uses are compatible with the Airport: Industrial parks; corporate business parks; commercial developments; office complexes; attendant retail; service and hotel uses; medium and high-density		

Reference Number	General Location	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
		rental residential developments between the 60 and 65 DNL; agricultural uses; public uses;
		4. Multifamily developments shall be designed with noise reducing features such as acoustical insulation or other soundproofing.
		5. An avigation easement shall be required and included in the recorded deed of any new lot prior to the construction of a single family dwelling unit or a multifamily dwelling unit for properties located in the area depicted in Map 1-13 of the City Comprehensive Plan.
		All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities.
		The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.
		Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup.
		Resource Protection and Conservation lands must be protected from the adverse impacts of development with open space requirements, clustering, conservation easements, wetland buffers and transition areas.
		In order to minimize land use/noise conflicts, the County shall recommend that the Sanford Airport Authority purchase lands where noise contours are 65 and greater DNL consistent with the FAA Part 150 OSIA Noise and Land Use Compatibility Program approved by the Federal Aviation Administration.
		No new residential future land use and/or zoning is allowed within the areas covered by a noise contour of 65 DNL and higher. New public educational facilities shall be prohibited if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.

Number Location RECOMMENDATIONS/COMMENTS		Reference Number	General Location	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
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			ort Area will be developed to accom as described below:	modate	an area wi	de composite
			General Use	Min	Max	
			Medium - High Density Residential Uses	0%	0.50%*	
			Industrial Uses	50%	75.5%	
			Commercial Uses	25%	50%	
5	South of Pine Way, north of the County border, between the CSX rail line and eastern border of the Joint Planning Area	Target indust subject to th development existing resid	tial development restricted to one (1) of tries consistent with the SeminoleWay ne necessary future land use amer shall be subject to design compa- lential neighborhoods. Developments otable water and sewer service.	v initiativo ndments atibility v	e shall also and rezo requiremen	be permitted nings. Such its to protect
6	Silver Lake (area bounded by Ohio Street on the east; Mellonville Avenue on the west; Onora Street on the north and east; Lake Mary Blvd. on the south.)	shall be ap consistent w nearby single Heights of m area. The protected fro feet for one s or more stori twenty-five (2 install a buffe Regulations,	nedium density residential or industri proved within this area. Howeve ith the SeminoleWay initiative may be a family development. nultifamily buildings must be compatible County shall ensure that a parcel m adjacent multifamily developments story buildings and at least one hundr es. A one story multifamily develop (25) feet in width and a two or more stor er of at least fifty (50) feet in width. In the County may consider performance valent protection to those enumeral	r, target be consid ole with s zoned f by a set ed (100) nent sha ory multif amendir ce-basec	t industry dered if co single-fami for single back of at feet for bu all also inst family deve ng its Land d compatibi	development mpatible with ly units in the family use is least fifty (50) uildings of two all a buffer of elopment shall Development lity standards

D. (		
Reference	General	FUTURE LAND USE
Number	Location	RECOMMENDATIONS/COMMENTS

		invited to review and comment on such standards prior to their adoption.
7	Sanford Avenue	Recommend maintaining Medium Density Residential uses and Neighborhood & Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
8	West of Upsala/North of CR 46A	Recommend High Density Residential adjacent to Higher Intensity Planned District area.
9	East of 1-4	The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's equivalent designations to HIP-TI. City and County Comprehensive Plan policies for this area are very similar. The City's densities and floor areas are slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 to ensure compatible and aesthetically pleasing development in the area. This area is developing rapidly, consistent with both the City and the County's Comprehensive Plan policies and corridor standards. The County and City, working together, have been successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth in this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies. This area should be reserved for target industry development as there is limited vacant acreage available on which target industry will site. Single-family and low or medium density residential developments are not compatible within this area.
10	North of the Railroad/South of US 17-92	The City has established a new land use designation for this area, Waterfront Downtown Business District, in order to provide a planning and management framework for promoting the revitalization, development, and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the

Reference	General	FUTURE LAND USE
Number	Location	RECOMMENDATIONS/COMMENTS
		railroad and US 17-92 from Mellonville Ave. to I-4 will take this designation as they are annexed into the City. The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5. The implementation of the Waterfront/Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats. All efforts should be made to protect existing single-family areas from the impacts of more intense development with added buffering and transition of building heights.

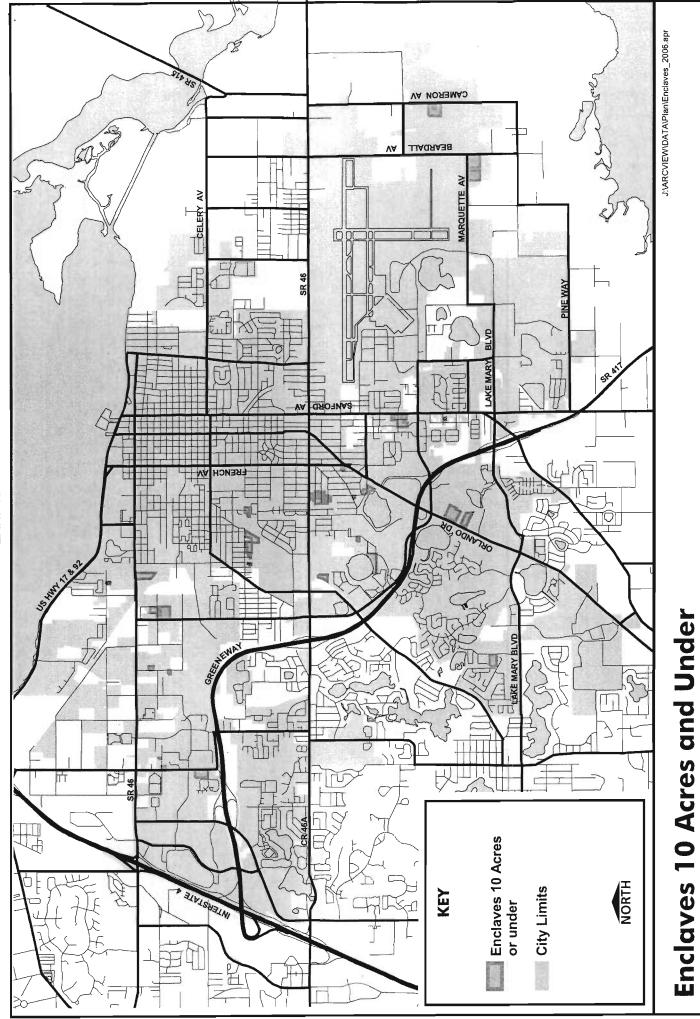


EXHIBIT "D"

1/26/2010

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**DIVISION:** Budget

SUBJECT: Capital Improvement Project Budget Proposal Resolution of 2009

DEPARTMENT: Fiscal Services

AUTHORIZED BY: Lisa Spriggs CONTACT: Lin Polk

#### MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Capital Improvement Project Budget Proposal Resolution for Fiscal Years 2009/10 through and including 2013/14.

County-wide

Lin Polk

**EXT:** 7177

#### BACKGROUND:

In accordance with the Seminole County Administrative Code section 22.5G, the Budget Division of the Fiscal Services Department, in consultation with all County Departments, has prepared a five-year Capital Improvements Program (CIP) for Fiscal Years 2009/10 to 2013/14.

Project budgets included in the first year of the CIP are formally adopted appropriations of the Board as part of the FY2009/10 budget. Project budget requests for the remaining years are part of the County's overall CIP plan and are subject to modification and revisions annually.

The Capital Improvement Program for Fiscal Years 2009/10 to 2013/14 is posted on the Budget Division web site at <u>http://www.seminolecountyfl.gov/budget</u>.

#### **STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute the Capital Improvement Project Budget Proposal Resolution for Fiscal Years 2009/10 through and including 2013/14.

#### ATTACHMENTS:

1. CIP Resolution of 2009

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

RESOLUTION NO. 2010-R-

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ______ DAY OF _____, 2010.

WHEREAS, Section 22.5G of the County's Administrative Code provides for development of a five-year capital improvement budget as a part of the annual budget implementation process; and

WHEREAS, the five-year capital improvement budget must be consistent with the Capital Improvement Element of the County's Comprehensive Plan known as Vision 2020;

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

SECTION 1. SHORT TITLE. This Resolution shall be known and referred to as the "Seminole County Capital Improvement Project Budget Proposal Resolution of 2009-2010".

**SECTION 2. AUTHORITY.** This Resolution is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125 Florida Statutes, and under the authority of the general Home Rule Charter of the County of Seminole.

SECTION 3. INCORPORATION OF RECITALS. The above recitals are incorporated herein by reference and form an integral part of this Resolution.

SECTION 4. FINDINGS AND DETERMINATIONS. The Board hereby finds and determines that the five-year Capital Improvement Projects Budget Proposal for Fiscal Years 2009-2010 through 2013-2014 is consistent with and in furtherance of the Capital Improvement Elements of Vision 2020 and the County's Comprehensive Plan and is of vital importance in providing for the financial planning of public infrastructure as well as the health, safety, and welfare of the County's citizens and constitutes an essential public purpose.

SECTION 5. APPROVAL OF CAPITAL IMPROVEMENT PROJECTS BUDGET. The Capital Improvement Project Budget Proposal for Fiscal Years 2009-2010 through and including 2013-2014 as set forth in Exhibit "A" hereto and incorporated herein by reference is hereby approved.

SECTION 6. SEVERABILITY. If any provision of this Resolution, including the Exhibit hereto or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Resolution and its attached Exhibit which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution and its Exhibit are declared severable.

ADOPTED this _____ day of _____, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida BOB DALLARI, Chairman

Exhibit A - Capital Improvement Projects Budget for Fiscal Years 2009-2010 through 2013-2014

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### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Apple Valley - Application for Exception Review: Administrative Code 22:10

**DEPARTMENT:** Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa SpriggsCONTACT: Kathy MooreEXT: 7179

#### MOTION/RECOMMENDATION:

Requesting Board response to the Apple Valley Application for Exception Review by confirming response to the two actions requested:

1. The Board (grants/denies) the request to revise the language in the Administrative Code Section 22.10 to exclude from the fence to wall restriction certain subdivisions (such as Apple Valley) that were developed prior to current Land Development Code standards.

2. The Board (grants/denies) the requested waiver of the fence to wall restrictions for the project proposed by Apple Valley.

District 3 Dick Van Der Weide

Kathy Moore

#### BACKGROUND:

Representative of the Apple Valley community are interested in pursuing the establishment of an MSBU purposed at replacing the existing subdivision perimeter fencing with a more permanent structure, such as a concrete block or brick wall. The provisions in the Seminole County Administrative Code [Section 22:10] are very specific as to the criteria that must be met prior to accepting wall reconstruction applications. Unfortunately, the proposed project and site conditions at Apple Valley are not consistent with the Administrative Code criteria. Resultantly, the MSBU Program is not authorized to accept the community application for establishing an MSBU for the project they are proposing.

The Seminole County Administrative Code Section 22.10: B provides opportunity for potential MSBU applicants to request Board consideration for exception consideration on a case-bycase basis. Consistent with these provisions, representatives of the Apple Valley subdivision are requesting that the Board grant a waiver of the restrictions [noted in 22.10 G and N] that prohibit the use of non-ad valorem funding for fence to wall upgrade projects. Additionally, the Applicant has submitted a petition document, representing 62% (61 of 98) of the properties in Apple Valley [Phases 1 - 3], requesting the Board amend the existing Administrative Code provisions so that subdivisions developed prior to the current Land Development Code would be allowed access to non-ad valorem funding for fence to wall upgrades.

The MSBU Program and the Applicant are requesting direction from the Board regarding waiver of the provisions that exclude fence to wall upgrades, and per the Applicant's request to revise the Administrative Code so that the criteria does not apply to subdivisions developed under earlier Land Development Code provisions. The supporting comments from the community, photographs taken at the site, Administrative Code 22.10, and the MSBU Program

recommendations for Board response are provided with this agenda item.

#### **STAFF RECOMMENDATION:**

Staff recommends the Board respond to the Apple Valley Application for Exception Review by confirming response to the two actions requested:

1. The Board (grants/denies) the request to revise the language in the Administrative Code Section 22.10 to exclude from the fence to wall restriction certain subdivisions (such as Apple Valley) that were developed prior to current development code standards.

2. The Board (grants/denies) the requested waiver of the fence to wall restrictions for the project proposed by Apple Valley.

#### ATTACHMENTS:

- 1. MSBU Program Summary
- 2. Application for Exception Review
- 3. Administrative Code 22.10
- 4. Site Photo 1
- 5. Site Photo 2
- 6. Site Photo 3
- 7. Site Photo 4
- 8. Site Photo 5
- 9. Site Photo 6
- 10. Site Photo 7
- 11. Site Photo 8

Additionally Reviewed By:	
County Attorney Review ( Ann Colb	y)

# MSBU PROGRAM

# **Exception Review Summary:**

The Board decision to include wall reconstruction as an authorized project type was based on the needs of unincorporated communities functioning without mandatory homeowner associations to secure the necessary resources for replacing their community walls when necessitated. The purpose of offering consideration for wall reconstruction was to offer these communities, as a last recourse, a viable means for replacing a deteriorating community wall. The criteria established for meeting this need was based on the requirement to ensure that the use of non-ad valorem funding (for such projects) was consistent with the Florida Statutes. The established criteria places emphasis on (a) reconstruction (not new construction), (b) essential improvements (as required by development code/order; not optional as is fence to wall upgrade during replacement), and (c) utilizing non-ad valorem assessment funding as the last recourse available to the community in their effort to replace a deteriorated structure (cost to replace greater than the community could bear without financing assistance; no formal mechanism for the community to use for levving a private assessment). The fence to wall upgrades were specifically excluded based on the upgrade being considered as optional (rather than essential), and due to the potential mandatory financial impact to property owners relative to constructing a more costly barrier than installed at the time of purchasing the property.

The site conditions at Apple Valley consist of a combination of multiple brick entrance structures and multiple segments of wooden fencing that parallels with Douglas Avenue. The multiple entrance structures serve to benefit the community as a whole as they assist with identification and designating site access. The fencing is installed on private property on the east side of multiple parcels. The fencing is not installed on the rear property lines as more typically noted in other communities. Property access for the parcels with fencing varies. Some of the parcels have side access; others front access. All the properties are addressed per the interior roads; not Douglas Avenue. The variation in access impacts the layout of the fencing and creates multiple segments of fencing with driveways between the segments. From general appearance and initial design, the fencing serves to benefit specific properties along Douglas; the property on which the fence is installed. However, upgrading (optional; not essential) from fence to wall and constructing a standard wall structure for the full length along Douglas Avenue would yield an appearance of a structure that was designed to provide a community-designating barrier from which the full community received benefit.

Replacement of the current fencing with new fencing is consistent with the requirements of the current Land Development Code. Based on the current Land Development Code, Apple Valley would not be required to replace the fence with a wall structure; a fence would be sufficient.

## **MSBU Program Recommendation:**

The MSBU Program recommends that the Board deny the exception request based on the merits for having this exclusion in the Administrative Code and the consideration that a fence is sufficient to meet the requirements of the current Land Development Code. The MSBU Program recommends that the Board maintains the current language as stated in the Administrative Code and continues to give consideration for projects (failing to meet the criteria) on a case-by-case basis.



Application for Exception Review	
Applicant Name: APPLE VALLEY BETTY MOODY, PRES. Email: DTL	
Mailing Address: 113 CANDLE WICK ROAD - ALT. SPRGS, FL. Phone: 40	1.862.4497
Mailing Address:       113 CANDLE WICK ROAD - ALT. SPRGS, FL.       Phone: 407         Applicant Signature:       22714       Date: Descent	CEMBER 7, 2009
Applicant Type: Property Owner Meneowner Association Management Comp	any Other
LOCATION & COMMISSION DISTRICT	and the second second
Subdivision: Apple Valley Parcel ID/Reference: Several entrances into Apple Valley; fence	parallel with Douglas Ave
District 1: Bob Dallari District 2: Michael McLean X District 3: Dick Van Der Weide	District 4: Brenda Carey
APPLICABLE ADMINISTRATIVE CODE REQUIREMENT	1

Administrative Code Section 22.10 requires wall reconstruction project meet specific criteria to be accepted for consideration. A community wall is defined as a permanent upright structure constructed of concrete block, brick, or precast concrete used to prevent entrance, provide sound barrier, provide light abatement, and/or to mark a subdivision or community boundary. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure to a permitted community wall is excluded from consideration. In addition to the basic eligibility standards for all MSBU project types, the project specific criterion for wall reconstruction that must be met at time of application is as follows:

- Existence of a damaged, destroyed, and/or deteriorating community wall (brick, block, precast concrete)
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner has signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County from all owners of properties upon which the proposed wall will be located. NO WALL PROJECT MAY PROCEED WITHOUT THE COUNTY RECEIVING TRANSFER OF OWNERSHIP/EASEMENT DOCUMENTS FROM 100% OF THE OWNERS OF PROPERTY UPON WHICH THE PROPOSED WALL WILL BE LOCATED.
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant: (1) will provide sealed design/engineering plans suitable for public bid/procurement, (2) will substantiate ability to fund preliminary engineering, or (3) requests precast concrete construction that does not require design/engineering.

#### **REASON FOR EXCEPTION REVIEW**

The current subdivision perimeter barrier for Apple Valley that is proposed for replacement via the establishment of an MSBU (non-ad valorem assessment funding) consists of fencing materials. Therefore, per Administrative Code Section 22.10: N (1) (d) this proposed project (fence material replacement with upgrade to constructed wall) is excluded from consideration for non-ad valorem assessment funding. Approval from the Board of County Commissioners is required prior to accepting application for proceeding with the project proposed by liaisons of the Apple Valley community.

BACKGROUND & COMMUNITY INVOLVEMENT	
Type of existing structure:       Image: Wood image: Block/Stucco image: Brick image: Discussion of the structure:       Image: Brick image: Brick image: Brick image: Block / Stucco image: Brick image: B	
Does the community have a homeowner association? Yes No If yes, is the nature of the homeowner association? Voluntary Mandatory Does the association have the authority to levy assessments for improvements proposed? Yes No	
What alternatives for securing private funding for this project have been tried/considered prior to seeking MSBU Program assistance? EVERY ATTEMP HAS BEEN MADE WITHOUT DUCCE95	
What percentage of the property owners would likely provide written confirmation of support for participating in an MSBU purposed at funding the proposed project if exception override were granted?	
The land on which the existing structure is built is owned by: 🔀 Individually owner 🗌 Homeowner Association	
If under individual ownership: 1) Are 100% of the owners willing to grant short term leasehold/easement to the County? Xes No 2) Are 100% of the owners willing to grant long term leasehold/easement to a community association purposed at providing wall maintenance after the wall is constructed? Xes No	
COMMUNITY BASED REQUEST FOR EXCEPTION CONSIDERATION (Check attachment box and provide attachment if additional space is needed.)	
The applicant for this Exception Consideration is the Apple Valley Home Owners Association located within unincorporated Seminole County, whose Commissioner in District 3 is Dick Van Der Weide. We are respectfully asking the Board of County Commissions to make exception to Administrative Code Section 22.10. This would allow us to be eligible under the MSBU project for non-ad valorem assessment and a project which entails replacement of a damaged, and deteriorating stockade type fence to a more permanent wall structure made of concrete block finished with stucco. Currently the program only allows "like kind" replacement. We are an active "voluntary" homeowners association that has worked hard continuously for the past 39 years, for the betterment of our community and the surrounding area. Even though the nature of our association is "voluntary" our active participation is nearly 90%. While we are active and strong, we do not have the capacity to fund such a project or enforce a private assessment for this replacement. We capable of securing temporary easement/leasehold to be granted to the County from 100% of the property owners where the wall will be pla Construction materials will be as required, concrete block/stucco.	nt to
Jpon approval of this inclusion into this Code, we will have the capacity to provide sealed design/engineering plans suitable for public pid/procurement, and we will be able to fund preliminary engineering,	
Infortunately for us, when Apple Valley was permitted, walls were not mandatory, thus we are left without any provision for noise abateme rom either Interstate 4 or Douglas Avenue, or separation from all the commercial development along the latter road. For all practical purp we have lost the ability to improve the character of our neighborhood; we are helpless in trying to provide some continuity and consistency the entire community. We look with envy upon the aesthetics that walls provide along Wymore road.	oses
Finally, we respectfully request that you provide us with the ability to tear down this dilapidated fence we have tried to restore all these year and replace it with a more permanent structure allowed within approved MSBU project types. This project would work in everyone's favor neighborhood, the surrounding area, the community at large, surveyor's, design people, contractors and others who need work. The time is for us to get this done.	; ou
Thanking you in advance for your consideration in this matter.	
Residents of Apple Valley Homeowner's Association	

Michael Schnapp -harly Alar wer With the JOARN Mills DANIEL HUI **Printed Name** Action petitioned for background Petition summary and KenLebrowski AULT CLISHAW 10412 ORDENA Negannicen Dottillishan far Kadzak Ummin95 Signature allow upgrades in wall types for subdivisions developed before the current code standards were implemented We, the undersigned, are concerned citizens who urge the Board of Commissioners to reopen and amend the resolution to MBSU Program's Wall Reconstruction projects. The resolution was passed to include only "like kind" replacements. The On February 10, 2009 the Seminole County Board of Commissioners passed Resolution 2009-R-26 which described the resolution specifically prohibits upgrades in wall types, for example, from wood to masonry or brick tred aleth. nan US IFF 61 CANDLEWICK RD 104 CANDIE WICE ATA NOLEWICK RE 4-17 -5145 Antanote Spas. all Span 32712 Address 104 CANDE EVERCIC ROAD 1/2 N JAMONTE S ALTA MONTE. alto Ino. Hitomatespri FL 2714 13 CANDLEINICK RD 102 Canellewid, MG ple (and lewick a narlante Conducer AL. alow PUS 12 3 FL32714 PRGS FL CK/20 dlewic 2714 4129 Rd Mood NEASE MODIFY THIS REVOLUTION QUA COMMUNITY. TIMUK YOU! 11/21/09 Comment degrades neighbor hood 11/21/001 11-21-09 11/21/09 69/12/11 11/2/109 11/21/09 11/21/09 11-21-09 9/6 Date 121/29

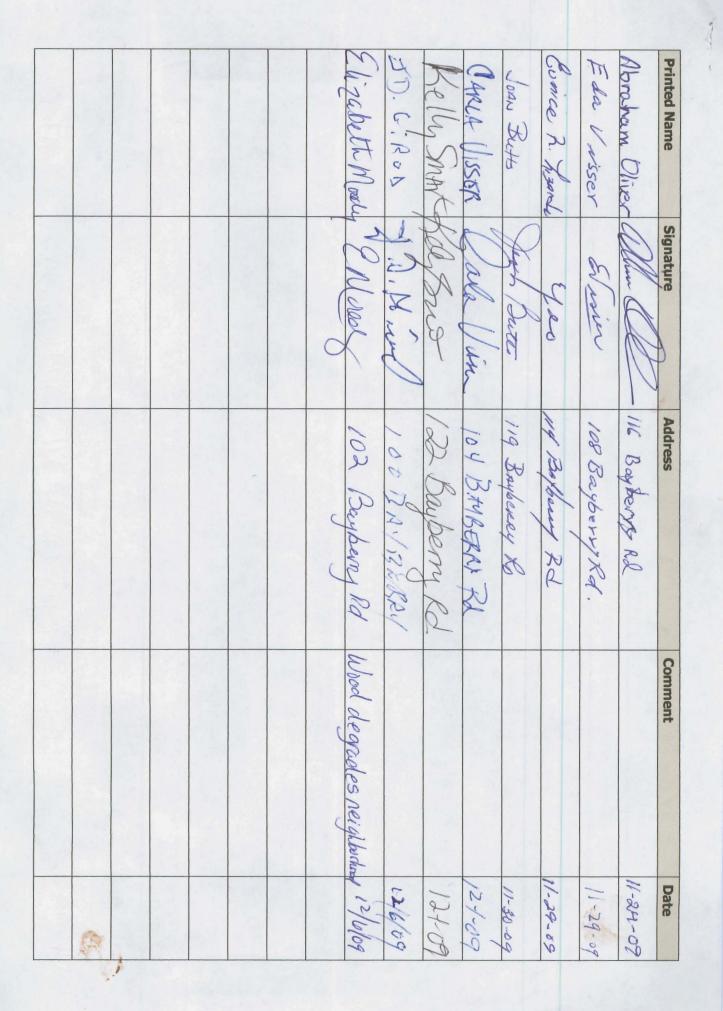
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Printed Name	Signature	Address	Comment	Date
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THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____ October___, 2009.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to clarify the criteria for community based requests for wall reconstruction projects under the Municipal Services Benefit Unit Program,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions to Section 22.10, "Municipal Services Benefit Unit Program", as more particularly described in the attachment.

ADOPTED this 27 day of October , 2009. BOARD OF COUNTY COMMISSIONERS ATTEST: ORIDA SFJ 2 By: MOR CERTIFIED COP MARYANNE MORSE **O**R DALLARI, Chairman CLERI COUNTY Clerk to the Board of CIRCU MARYANNE County Commissioners bf Date: Actabur 29 2009 0Ε , Seminole County, Flozida. SEMHNOL Attachment: CLERK Section 22.10 P:\CAO Protected\Admin Samples\Admin Resolutions Drafts\09Resolution 22.10 MSBU Program - Wall Reconstruction.doc

Municipal Services Benefit Unit Program Page 1 of 1



#### SECTION 22. FISCAL SERVICES

#### 22.10 MUNICIPAL SERVICES BENEFIT UNIT PROGRAM

#### A. PURPOSE.

(1) Non-Ad valorem assessment is an alternative funding source for improvement projects and/or services that meet the guidelines for essential public purposes as are defined by and consistent with Chapter 125, Florida Statutes. Through the establishment of non-ad valorem assessment districts – individually referred to as a Municipal Services Benefit Unit [MSBU] – property owners benefit from essential improvements to neighborhood common areas, public infrastructure and facilities. The purpose of the Municipal Service Benefit Unit [MSBU] Program of Seminole County Government is to provide a centralized entity through which non-ad valorem assessments are managed and coordinated for unincorporated Seminole County. The MSBU Program shall serve as the liaison for the County for community initiated requests for establishing MSBUs.

(2) The MSBU Program will be an independent program coordinated within and subject to the directorship of the Department of Fiscal Services. Operational guidelines and procedures consistent with the Administrative Code will be developed and maintained within the Department of Fiscal Services.

(3) The MSBU Program will provide support services to the Solid Waste Division for the Collection and Disposal Service Contract established with the franchised haulers servicing the properties located in unincorporated areas. Support services provided by the MSBU Program will include the activities associated with the financial aspects of calculating, billing and collecting the non-ad valorem assessments required to fund the collection and disposal improvements. The MSBU Program will provide customer service support and database maintenance of customer records such as service level options, billing units, assessment rates, and optional billing formats. The Solid Waste Division of Environmental Services will be responsible for the administration and management of the Collection and Disposal Service Contract and customer service activities associated with the contracted haulers, collection and disposal, service problems, days of service and recycling.

**B. ADMINISTRATIVE CODE REVISION.** The revised MSBU Program Administrative Code document approved by the Board will supersede and replace all other Administrative Code provisions for MSBU Program Guidelines and Procedures. The Board of County Commissioners may address exceptions to any of the administrative provisions on a case-by-case basis. Exception review requests received from potential applicants will be coordinated through the MSBU Program and may be presented by the MSBU Program to the Board of County Commissioners following County Manager confirmation for granting exception consideration. Exception requests shall include justification for allowing exception processing and staff recommendations for response.

**C. STATUTORY AUTHORITY.** Chapter 125.01(q)1 of the Florida Statutes authorizes the Board of County Commissioners to provide for the establishment,

merging or abolishment of municipal service benefit units (MSBUs) for any part or all of the unincorporated area of the county. It also provides for a county MSBU to include all or part of a municipality subject to consent by ordinance of the governing body of the municipality. The law permits such MSBUs to be created for the purpose of providing and maintaining improvements which specifically benefit property in a particular area. The improvements must provide a public purpose. Chapter 197.3632 of the Florida Statutes provides for the levy, collection and enforcement of non-ad valorem assessments through the uniform method.

**D. ESTABLISHING AN MSBU AND GOVERNING AUTHORITY.** The Municipal Service Benefit Units authorized by the Board will be established by Ordinance. Governing expectations, regulations and range of authority for managing the improvement project and the MSBU will be included in the respective governing ordinance. The process of establishing an MSBU may be initiated by Board action absent a community based request or by community based request.

(1) When the MSBU establishment process is initiated by Board action, the following steps, consistent with statutory requirements, will be involved in the process:

(a) Resolution defining improvement to be pursued and declaration of intent to assess & date of associated public hearing. Resolution of Intent to use the uniform method for levy, collection and enforcement of non-ad valorem assessments (if so required by nature of project or proposed improvement) – By definition, the uniform method includes the imposition of non-ad valorem assessment, assessment billing and collecting by Tax Collector via property tax statement, with standard statutory enforcement criteria.

(b) Publication of Resolution of Necessity & Notification of Public Hearing to establish Ordinance, Ordinance Adoption – establishment of MSBU and governing parameters; adoption of Ordinance to be giving consideration at a public hearing.

(c) Public Hearing – Ordinance Establishing MSBU & Preliminary Assessment Roll, and Preliminary Assessment Roll Adoption – identification of assessed property and assessment units, and approval of preliminary rate of assessment to be given consideration at a public hearing.

(d) Certification of Assessment Roll.

(2) When the MSBU establishment process is initiated by community based request, the following steps, as further defined in Section N, will be involved in the process:

- (a) Application, -- community request to establish MSBU
- (b) Petition, indicator of community support to establish MSBU

(c) Resolution defining improvement to be pursued and declaration of intent to assess & date of associated public hearing, of Intent to use the uniform method

for levy, collection and enforcement of non-ad valorem assessments (if so required by nature of project or proposed improvement)

(d) Public Hearing – Ordinance Establishing MSBU & Preliminary Assessment Roll, Ordinance Adoption – establishment of MSBU and governing parameters; adoption of Ordinance to be given consideration at a public hearing

(e) Final Resolution (if so required by nature of project), and Preliminary Assessment of Roll Adoption – identification of assessed property and assessment units, and approval of preliminary rate of assessment to be given consideration at a public hearing

(f) Certification of Assessment Roll.

(3) The Board reserves the right to amend, create, or dissolve MSBUs upon its own action, with or without the request or consent of the owners of the properties affected by such action.

**E. ELIGIBLE & INELIGIBLE PROPERTY.** Municipal Service Benefit Units may be created for the following types of areas and property categories in Seminole County:

(1) Platted and unplatted (acreage) residential areas where the proposed improvement benefits property owners in a definable geographic area.

(2) Commercial areas are considered on a case-by-case basis.

(3) Apartment complexes and/or condominiums are not eligible for construction MSBUs.

**F. ELIGIBLE IMPROVEMENTS.** The Board will give approval consideration for the creation of an MSBU when the following criterion is met:

(1) All parcels [100%] to be included in the MSBU are located in Seminole County. All parcels shall be within the unincorporated taxing district of the county or shall be authorized for inclusion in the defined MSBU boundaries by the designated city taxing authority.

(2) The property upon which the improvement is to be made is publicly owned or legally secured for public purposes.

(3) Two or more parcels receive benefit and participate in the MSBU.

(4) Improvement is deemed essential for health, safety or welfare.

(5) The desired improvements are consistent with the four following categories of MSBUs:

(a) Aquatic weed control;

- (b) Construction/Reconstruction;
  - (i) Neighborhood Walls Reconstruction of sound/light/security barrier perimeter;
  - (ii) Road Paving & Drainage;
  - (iii) Lake Restoration
  - (iv) Retention pond renovation;
  - (v) Sidewalk Construction and/or Repair;
  - (vi) Sewer Lines;
  - (vii) Water Transmission Lines;
  - (viii) Other public purpose construction projects deemed essential to health, safety or welfare and consistent with Statutes.
- (c) Solid Waste Management Collection & Disposal;
- (d) Street Lighting for residential areas.

**G. INELIGIBLE IMPROVEMENTS.** Ineligible improvements include projects, services or improvements not deemed essential for public health, safety, or welfare. Ineligible improvements include, but are not limited to maintenance related services such as associated with landscaping, private roads, retention pond treatments, and routine upkeep of community common areas.

The project criteria for neighborhood wall reconstruction are restricted to the criteria outlined in Section N. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure to a permitted community wall is excluded from consideration.

H. IMPROVEMENT COSTS. All direct cost components associated with obtaining and/or providing the improvement will be assessed to a MSBU. The costs included in an assessment calculation for a MSBU will vary according to the type of MSBU established. The cost may include, but is not limited to the expenditures associated with contracted services, construction, engineering, MSBU administration, tax collection, and financing. Expenses for variable rate MSBUs may also include contingency funds, utility charges and rental charges. Interest expense on funds borrowed during the engineering and construction phase and/or operating phase of an MSBU will be included in assessment calculation.

#### I. FUNDING.

(1) The funding format for MSBUs will be determined according to the nature of the improvement. A fixed term funding format will be used for improvements, such as

construction projects, that typically consist of a one-time expenditure that will be funded through non-ad valorem assessment to be paid on an installment basis over a period of years. A variable rate funding format will be utilized for improvements that are on-going and for which operating costs will vary over time. The non-ad valorem assessment rate for variable rate MSBUs will be revised annually through Board Resolution.

(2) Separate accounts are maintained for each MSBU. The cost associated with improvements will be allocated equitably and assessed accordingly to the benefiting property. Final determination regarding the terms of repayment will be made by the Board. When deemed necessary by the Board, a financing option will be provided to expedite implementation of the improvements. Unless otherwise merited, assessments will be collected through the uniform method which includes placement of the assigned assessment on the annual property tax bill of the benefiting properties.

(3) Final Assessments for construction improvements that are paid within 30 days of the Final Public Hearing will be exempt from long-term interest fees. Repayment after that date will be billed according to the uniform method of billing and collecting non-ad valorem assessments. Early payoff is permissible and payoff calculations will include principal balance and accrued interest.

(4) Installation and construction costs for street lighting requested by developers must be paid prior to project implementation.

**J. BENEFITING PROPERTY.** All benefiting properties will be assessed an equitable cost share of improvements provided to the MSBU. The properties typically receiving benefit and included in assessment calculations for each type of MSBU are as identified below:

(1) Aquatic Weed Control and/or Lake Restoration: Properties on waterfront with direct access to waterbody. Includes all zoning and DOR classifications. Community/common area waterfront property may be included as assessable participating property when defining the boundaries of an aquatic weed control or lake restoration MSBU if deemed appropriate by the MSBU Program and Board. Statutory provisions applicable to assessment allocation for common land will apply.

(2) Street Lighting: Both vacated & occupied properties, with or without building structure(s) are eligible for assessment. Benefit is generally confined to a specific subdivision or geographic area for which the infrastructure (lighting equipment) was intended to benefit. Determination of benefit may be conducted on a case-by-case basis by the MSBU Program.

(3) Solid Waste Management: Both vacated and occupied residential properties with habitable residential structures. Builders and/or individuals issued permits for new residential dwellings in unincorporated Seminole County are assigned a solid waste management assessment at the time of permit issuance.

(4) Construction MSBU: Assessable properties are determined on a case-bycase basis due to variations in types of construction improvements and benefits derived from each type of improvement.

(5) For All MSBU Categories other than aquatic weed control and/or lake restoration: Community/subdivision common areas are not directly assessed a cost share. Cost allocation for such properties is assessed indirectly as a result of the assessments assigned to the properties benefiting from the common property.

(6) For All MSBU Categories: Properties that have taxable value less than \$100 will not be assessed, unless authorized as per above section J(1).

(7) For All MSBU Categories: Parcels that are combined for consolidation of tax billing purposes will be assessed according to benefit definition for each sub-parcel unit included on consolidated billing statement.

#### K. SELECTION OF CONTRACTOR(S) AND/OR SERVICE PROVIDERS.

(1) Construction work is performed by independent contractors selected by the County. Bids for construction will be solicited by the Seminole County Purchasing Division. The Award must be in conformance with Chapter 220 of the Seminole County Code.

(a) For community requested projects, when an approved project cost estimate is recalculated using information derived from final engineering or from responsive procurement bid(s), and the results represent a project cost increase of greater than 20% above the approved amount, an additional petition process reflecting the revised cost estimate will be conducted. When applicable, the secondary petition may include project scope alternatives for community consideration. The petition response will be used to determine the continuation status of the project. Should the petition process demonstrate the standard level of required support, a secondary public hearing will be held to confirm project continuation. Should the petition fail to demonstrate the required support to continue the project, a public hearing will be held to consider dissolving the MSBU.

(b) All expenses incurred in support of the developing MSBU will be assessed against the MSBU properties whether or not the secondary petition provides the required support to move forward with the project.

(2) Service providers for street lighting MSBUs are subject to the utility franchise agreements set forth by the Public Service Commission. To accomplish the mission and purpose of providing street lighting to the MSBUs approved by the Board for inclusion in the Consolidated Street Lighting Ordinance, the MSBU Program is authorized to coordinate installation of the improvements with signature approval granted to the Fiscal Services Department Director or designee.

L. COORDINATION OF IMPROVEMENTS FOR ESTABLISHED MSBUS. The Board recognizes that the MSBU Program will be required to respond to administrative issues and customer requests for modification to the improvements provided to

established MSBUs. To accomplish the mission and purpose of providing ongoing improvements for communities in which variable rate MSBUs are established the MSBU Program is authorized to accommodate administrative changes that are consistent with the intent of the MSBU Program Administrative Code. The MSBU Program is authorized to coordinate improvements for these MSBUs with signature approval granted to the Fiscal Services Department Director or designee. The range and/or limitations of this administrative authority shall be defined in the ordinance governing the MSBU(s).

M. MSBU DISSOLUTION. An MSBU established by Ordinance may be dissolved by a Resolution repealing the establishing Ordinance. <u>The MSBU dissolution process is</u> <u>initiated when the services or improvements approved for provision through the MSBU</u> <u>process are canceled prior to being provided, or when the services or improvements are</u> <u>discontinued after having been provided for a period of time.</u> The process of dissolution may be initiated by Board action or by community based request.

(1) When the MSBU dissolution process is initiated by Board action, the following steps will be involved in the process:

(a) Dissolution Request – the MSBU Program shall present dissolution request to Board with request to schedule public hearing to grant consideration for adopting a Resolution for such dissolution.

(a)(b) Resolution of Intent to Dissolve MSBU – Resolution shall be considered at a public hearing. declaring intent to dissolve MSBU, including Resolution shall include details regarding any outstanding costs to be incurred and/or assessed as a result of or subsequent to dissolution, and date of associated public hearing,.

(b) Public Hearing - Resolution confirming status of MSBU.

(2) When the MSBU dissolution process is initiated by community based request, the following steps, as further defined defined in Section N, will be involved in the process:

(a) Application, - community request to dissolve MSBU

(b) Petition, - indicator of community support to dissolve MSBU. Petition shall include details regarding any outstanding costs to be incurred and/or assessed as a result of or subsequent to dissolution.

(c) Dissolution Request – the MSBU Program shall present dissolution request to Board with request to schedule public hearing to grant consideration for adopting a Resolution for such dissolution.

(c)(d) Resolution <u>of Intent to Dissolve MSBU – Resolution shall be</u> <u>considered at a public hearing. Resolution shall include declaring intent to dissolve</u> <u>MSBU, including</u> details regarding any outstanding costs to be incurred and/or assessed as result <u>of</u> or subsequent to dissolution<del>, and date of associated public</del> <u>hearing</u>,

(d) Public Hearing – Resolution confirming status of MSBU.

N. COMMUNITY BASED REQUESTS FOR MSBU CONSIDERATIONS. As specified in Section D, the process of establishing, modifying, or dissolving an MSBU may be initiated by community based requests. When requests are so initiated, the following steps are involved in the process:

(1) APPLICATION & PROCESSING FEE.

(a) A community initiated request for establishing an MSBU requires application. A completed application specific to the type of improvement requested and payment of the specified non-refundable application fee is required to initiate the MSBU process. The application documentation will include identification of a community liaison.

(b) Aquatic Weed Control and Construction MSBU projects are intended to assist established communities, and therefore, are not available during land development and/or new construction environments.

(c) Street Lighting MSBU applications may be submitted by interested property owner(s), homeowner associations, management companies or developers.

(d) Wall reconstruction projects are intended to assist established communities, and are therefore, not available during development and/or new/construction environments. In addition to the basic eligibility standards noted in Section F, the project specific criterion for wall reconstruction that must be met at time of application is as follows:

- Existence of a damaged, destroyed, and/or deteriorating community wall (brick, block, precast concrete)
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner has signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County from all owners of properties upon which the proposed wall will be located. NO WALL PROJECT MAY PROCEED WITHOUT THE COUNTY RECEIVING TRANSFER OF OWNERSHIP/EASEMENT DOCUMENTS FROM 100% OF THE OWNERS OF PROPERTY UPON WHICH THE PROPOSED WALL WILL BE LOCATED.
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant: (1) will provide sealed design/engineering plans suitable for public bid/procurement, (2) will substantiate ability to fund preliminary engineering, or (3) requests precast concrete construction that does not require design/engineering.

Community wall reconstruction projects may include provisions for:

- demolition and removal of existing wall
- receipt of wall design plans that are secured independent of County assistance via private funding or secured via wall design services that are: (1) County contracted and prepaid by the applicant or other community liaisons, and/or (2) obtained in conjunction with construction services base on preliminary drawings of desired design
- replacement construction

A community wall is defined as a permanent upright structure constructed of concrete block, brick, or precast concrete used to prevent entrance, provide sound barrier, provide light abatement, and/or to mark a subdivision or community boundary. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure to a permitted community wall is excluded from consideration.

(2) PRELIMINARY ENGINEERING & STATEMENT OF PROBABLE COST. Construction improvements require a preliminary engineering report or project analysis to obtain a valid "Opinion of Probable Cost" estimate. A Lake Analysis is required for MSBU aquatic weed control improvement requests. Preliminary Engineering Report fees and Lake Analysis fees must be received from the applicant(s) prior to these services being rendered. Property owners are responsible for the cost of all engineering or analysis services performed and will be charged for the cost of the plans whether or not the improvements are constructed or performed. If the improvements are constructed or <u>services</u> performed, the property owners who contributed to the "Opinion of Probable Cost" report fee will be given a credit against their assessment or will receive a refund in the amount of the initial contribution may be granted according to the amount and source of contribution(s) received for pre-funding the report/analysis fee. If the improvements are not constructed or the services are not performed, contributions toward the cost of preliminary lake/waterway analysis will not be refunded.

(3) PETITION FOR IMPROVEMENT.

(a) As a part of the application processing activities, a petition process is used for community requested MSBUs to ensure community awareness and involvement in the decision-making process, to increase recognition of the public nature of the improvements, and to highlight the property owner's responsibility for payment of the assessments. Property owners not responding to the petition either "Favorable" or "Opposed" will be counted in the final tally as "Opposed". The petition process may be waived when 100% of the properties to be included in a MSBU are owned by a single owner.

(b) All requests requiring petition approval, including MSBU dissolutions, are coordinated through the MSBU Program. A community liaison for the MSBU is authorized to assist in the petition collection activities for creating an MSBU.

(c) The minimum percentage required for petition acceptance is as follows:

(i) Street Lighting MSBU: At least 55% of the property owners representing 55% of the properties within the MSBU boundaries.

(ii) All Other MSBUs: At least 65% of the property owners representing 65% of the properties within the MSBU boundaries.

Note: Construction projects may also be subject to the requirements noted under Section M.

(d) Following the acceptance of the Petition and authorization by the Board to schedule and advertise a public hearing, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The Board may waive the 55% or 65% property owner requirement, which remains consistent with Chapter 125.01(q)1, Florida Statutes.

(4) EASEMENTS, LEASEHOLD, DEED TRANSFERS. All MSBU projects that require the granting of easement, leasehold, and/or deed transfer are subject to mandatory agreement from 100% of the property owners from whom such easements, leaseholds, and/or deed transfers are required. The documents formalizing such agreement are required prior to scheduling a public hearing for Board consideration to establish the MSBU. Should the applicant/liaisons or designees fail to obtain 100% of the necessary signature agreements, the project will be rejected and/or subject to further petitioning if the resulting project parameters, due to limitations of documents received, deviate from parameters noted in qualifying petition.

(5) PUBLIC HEARING. The final determination of the scope and feasibility of an improvement will be made by the Board at a public hearing. The initial determination of property assessments proposed for the MSBU will be determined at the public hearing. Construction projects will be subject to a second public hearing following completion of the project. Property assessments will be determined at one of these two public hearings.

ENGINEERING AND OTHER PROJECT RELATED (6) DESIGN. EXPENDITURES. All direct costs incurred by the County on behalf of pursuing a Board authorized MSBU project will be recouped through non-ad valorem assessment assigned to the properties that are included in the assessment boundary of the MSBU. Direct costs are inclusive of, but not limited to project scope analysis, design and engineering, contracted services, project management, and financial administration. Such costs will be included in the final assessment calculation upon completion of the project, or shall be included in an assessment to be levied should the project continuation be withdrawn by the benefiting community, or by community based request for MSBU dissolution.

#### (6)(7) DISSOLUTION PROCESS FOR MSBUS.

(a) A MSBU can only be dissolved after having first been created by ordinance at a public hearing. Community requested dissolution proceedings are initiated through the application process. The application process for dissolution includes, but is not limited to written application, payment of application fee, documented supportive response to the petition coordinated by the MSBU Program, public hearing, confirmation by the Board that the MSBU may be dissolved, and determination of final assessments as a result of dissolution.

(b) A Petition for Dissolution of a street lighting MSBU must be signed by at least 55% of the current property owners representing 55% of the properties within the MSBU boundaries. Petition for Dissolution of all other MSBUs must be signed by at least 65% of the current property owners representing 65% of the properties within the MSBU boundaries.

(c) MSBUs having received supplemental funding from the County may be subject to dissolution restrictions.

O. AUTHORITY. Approved by the BCC June 27, 1989 Resolution 2007-R-140 adopted August 14, 2007 Resolution 2009-R-7 adopted January 13, 2009

















## Regular

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Code Enforcement Lien, Case 08-75-CEB, Request for Reduction of Penalty -</u> <u>George A. and Lisa J. Norberg, 3131 South Windchime Circle, Apopka</u>

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Planning</u>

# AUTHORIZED BY: <u>Alison Stettner</u> CONTACT: <u>Carolyn Jane Spencer</u> EXT:

# MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien which totals \$55,000.00 to the administrative costs of \$1,351.90 for Case # 08-75-CEB on the property located at 3131 South Windchime Circle, Apopka - George A. and Lisa J. Norberg, and require this reduced amount to be paid within 90 days or the lien will revert to its original amount (\$55,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$55,000.00 to an amount set by the Board of County Commissioners for Case # 08-75-CEB on the property located at 3131 South Windchime Circle, Apopka - George A. and Lisa J. Norberg, and require this reduced amount to be paid within 90 days or the lien will revert to its original amount (\$55,000.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Deny a reduction to the Code Enforcement Board lien in the amount of \$55,000.00 for Case # 08-75-CEB on the property located at 3131 South Windchime Circle, Apopka - George A. and Lisa J. Norberg; or

(D) Approve a request to waive the Code Enforcement Board lien which totals \$55,000.00 for Case # 08-75-CEB on the property located at 3131 South Windchime Circle, Apopka - George A. and Lisa J. Norberg, and authorize the Chairman to execute the Satisfaction of Lien.

District 3 Dick Van Der Weide

Tina Williamson

## **BACKGROUND:**

In response to a complaint, on October 4, 2007, the Code Enforcement Officer observed the following violations located at 3131 S. Windchime Circle, Apopka: The accumulation of trash and debris; uncultivated vegetation in excess of 24" in height and located within 75' from any structure and junked, abandoned or inoperable vehicle(s) not kept within an enclosed garage or an attached carport in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g), (h) and (l).

Background time line is attached.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when

considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.

3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is \$101,957.00. The lien totals \$55,000.00.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

# **STAFF RECOMMENDATION:**

Staff recommends that the Board reduce the amount of the lien in the amount of \$55,000.00 to administrative costs of \$1,351.90 for the property located at 3131 S. Windchime Circle, Apopka, based on the following facts:

1) Based on the financial hardship documentation provided by the Respondent, Staff recommends the lien be reduced to administrative costs only.

Staff further recommends that this amount, \$1,351.90, be paid within 90 days or the lien will revert to its original amount (\$55,000.00.00) and upon payment in full authorize the chairman to execute the Satisfaction of Lien.

# ATTACHMENTS:

- 1. Background time line
- 2. Request for Reduction
- 3. Financial Hardship Documentation
- 4. Estimate of Costs
- 5. Property Appraiser Data
- 6. Case history documents

7. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

# BACKGROUND TIME LINE FOR CASE 08-75-CEB

# GEORGE A. AND LISA J. NORBERG

DATE	ACTION	RESULT
October 15, 2007	Notice of Violation issued by Code Enforcement Officer to George and Lisa Norberg	Violations remain.
March 31, 2008	Statement of Violation and Request for Hearing submitted to County by Code Enforcement Officer	Case opened and Amended Notice of Hearing for June CEB sent to Respondents on May 1, 2008.
		Signed certified mail receipt returned to Clerk dated May 6, 2008.
June 10, 2008	Code Enforcement Officer continued hearing until July 24, 2009	
July 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of November 30, 2008 with a fine of \$250.00 per day if violations are not
	Lisa Norberg was present at the hearing and stated that she could be in compliance by November 30, 2008.	corrected by compliance date.
December 18, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer which stated that all three violations remained on the property	A letter was mailed to the Respondents notifying them of a February hearing to impose a lien. Signed certified mail receipt returned to Clerk dated January 26, 2009.
February 26, 2009	Code Board Hearing Lisa Norberg, Respondent, was present at the hearing and requested a two-month extension due to the fact that her husband was incarcerated.	Code Board continued the case until the June 25, 2009 hearing.
June 25, 2009	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien. Respondents were not present at the hearing.	Enforcement Board imposing a lien of \$51,750.00 with fine continuing to accrue at \$250.00 per day until
July 15, 2009	Affidavit of Compliance filed by Code Enforcement Officer after reinspection on July 9, 2009 stating that the violations were corrected.	Lien totals \$55,000.00 for 220 days of non-compliance
October 16, 2009	Request for Reduction received	George and Lisa Norberg submitted a Request for Reduction (which is attached) claiming a financial hardship.

# SEMINOLE COUNTY CODE ENFORCEMENT BOARD CASE NO. <u>68-75-CEB</u>

# **REQUEST FOR REDUCTION OF PENALTY**

## BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: George + Cisa Noeverg
Property Address: 3131 Wind chine Cin E.
Apopta FL 32703
Phone number(s) where you can be reached during the day: $321.972-6256/4079278979$
Is the property now in compliance? YES V NO (If No, explain in detail)
Are you claiming a financial hardship?       YES $X$ NO         Are you claiming a medical hardship?       YES NO $X$
Are you claiming a medical hardship? YES NOX

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name:______

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO: CLERK, SEMINOLE COUNTY CODE ENFORCEMENT 1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

lorbf.Rb _, do hereby submit this CORLL ł, REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:

2000 temil Please ne lived Have HPR Ne nes vate 0 TONIGA G OIL TQ 0 r.C. ð a B ine N.C.R.O. COMP Signed Date: George Print Name:

#### STATE OF FLORIDA COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, <u>*QEORGE A. NORBERG*</u>, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. <u>He/she(is)</u> not as identification personally known to me and has produced

and did take an oath Date: BARBA Comm# DC0629922

Expires 4/11/2011 Furide Notary Assn., Inc

1200 OII

Notary Public My commission expires:

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO: CLERK, SEMINOLE COUNTY CODE ENFORCEMENT 1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

### GEORGE A. NORBERG 3131 Windchime Circle South Apopka, Florida 32703 (407) 927-8979

#### September 28, 2009

Re: George and Lisa Norberg 3131 Windchime Circle South Apopka, Florida 32703

To Whom It May Concern:

My name is George A. Norberg. My wife, Lisa, and I have been married for over 21 years. We have 3 beautiful children and have lived at 3131 Windchime Circle South in Apopka, Florida for over 10 years. Our 2 boys went to the local elementary school (Bear Lake Elementary) and both graduated from Lake Brantley High School with honors. Our oldest son is a junior at Yale University in New Haven, Connecticut. We also have a 5 year old daughter who just started kindergarten at Bear Lake Elementary. My wife and I had some employment problems a few years ago. My ex-employer accused me of theft in Florida and Alabama. I am not guilty and have been fighting the charges. I was in Florida, awaiting extradition to Alabama, and then waited for extradition back to Florida. I was incarcerated for over 21 months. I turned myself in in September of 2007 and was not able to bond out until June 29, 2009. I was not convicted of any crime, and, as a matter of fact, the Montgomery, Alabama charge (which kept me incarcerated for so long because of a high out-of-state bond) has been dismissed. It took my wife every bit of energy, money and effort to finally get me released. What my family needs is a little bit of help with maybe the possibility of a mortgage modification, percentage reduction, put the arrears at the end of the Ioan, or the possibility of refinancing the Ioan. We tried talking to debt consolidators and mortgage companies, but because of our bankruptcy, nobody could legally speak to us. We now finally got permission to try and work with our mortgage company. My wife made 33 consecutive bi-monthly payments until she had the opportunity to bond me out and get me home. We are a good family. This is the only home our children have known and would like very much to save all of our family memories and have our daughter grow and learn at the same school system her brothers did. We have been active in our community and school programs and my wife is presently a Girl Scout Leader for our daughter's Daisy Troop.

So, dear Sir(s) and/or Madam(s), powers that be, please help us, work with us. We are open for suggestions and are willing to cooperate with any and all assistance programs that may be available. Thank you for your attention in this matter. We pray we can work this out, and God Bless.

engla Noben Sincerely,

George A. Norberg And the Norberg Family

LJN

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# UNIFORM INTERSTATE EXTRADITION

## INMATE OPTION OF RIGHTS AND ADVISORY

RE: Uniform Interstate Extradition

TO: NORBERG, GEORGE ANTHONY DC# X47985 (Inmate's Name & Number)

The attached form and/or supporting documents reflect that you are being requisitioned for extradition as follows:

Demanding Jurisdiction: MONTGOMERY County ALABAMA State

Nature of Warrant, Indictment, Information, or Complaint: 07-476 THEFT OF PROPERTY & 07-100143 THEFT OF PROPERTY

Warrant or Capias Number: SEE CASES NUMBERS ABOVE

You have the following rights available to you:

1. You may waive extradition without further formality and be returned voluntarily to the demanding state.

2. If you execute a Waiver of Extradition we will notify the demanding state that you are available to be taken into custody.

3. You have the right to be brought before a court of record for the purpose of being informed of the allegations against you, that you have a right to legal counsel, and if, at that time, you state that you wish to test the legality of the proposed extradition, the court shall set a time and place for a habeas corpus hearing.

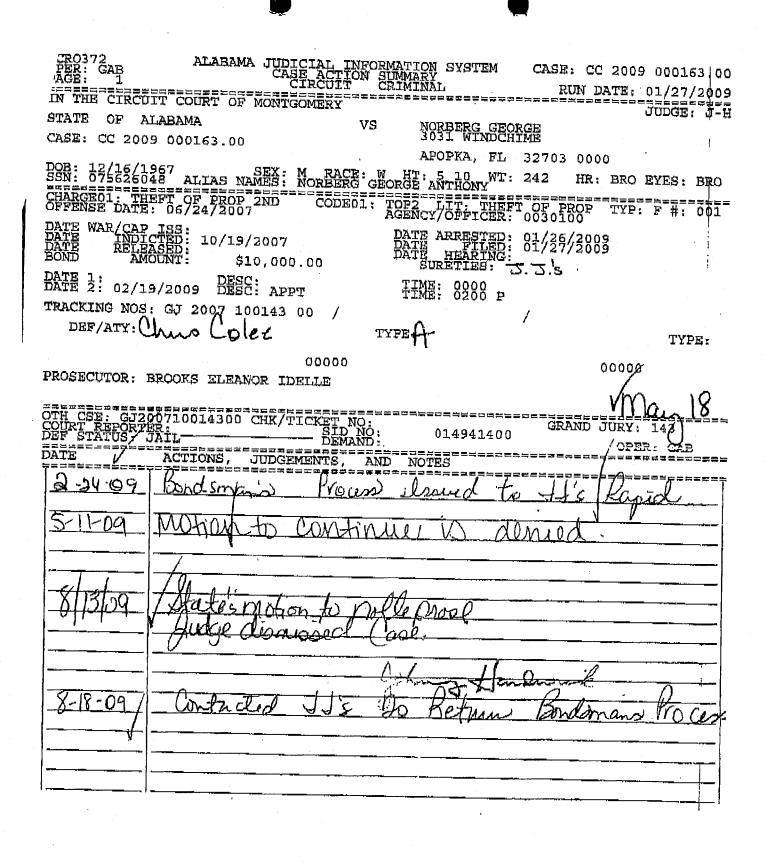
** INMATE REFUSED TO SIGN OR CHOOSE AN ACTION: FIGHTING EXTRADITION. MYSELF (OFC. WILLIAMS) & MS. SAHAI WHO SIGNED AS A SECONDARY WITNESS THAT INMATE REFUSED TO CHOOSE AN OPTION OR SIGN THIS WAIVER. ALL ACTION WAS DONE IN THE PRESENCE OF THE INMATE. **

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OR 590

DC6-174 (6/06)

DEC-09-2009 WED 12:23 PM Allen Dyer Doppelt FAX NO. 407 796 5046 P. 07



LISA J. SS# ++++ Current Y-T-D SALARY SALARY SALARY SALARY
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ALLEN, DYZA, DOPFELT, PA 255 S, DRANGE AVE. #1401 QALANDO, FL 32802		· · · · · · · · · · · · · · · · · · ·		OVERNME \$
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Direct Deposit(s)		· .	•	20-72
				72

Balance Taken C******1073 Direct Deposit(s) 1,210-27

Accruals VACATION HOUDAY BENEFITS

Balance

Taken

Accruals SICK REASONAL BEXISTS

Net Pay Check Amt

1,210.27

DEC-09-2009 WED 12:23 PM Allen Dyer Doppelt

:"> 

P. 02

# Saxon Mortgage Services, Inc. Financial Statement

Loan Number: 2000160200	
Homeowner Name: Ceaner A NorkERin	Co-Homeowner Name: Lisa Jill NURRERG
Property Address: 3/2/ Marchine Carly S	
Mailing Address: A rons Ea 1=( 7.2703	
Home Number: 321 972 6254	Home Number: 321 972 6250
Cell Number:	Cell Number: 407 927 8479
Employer:	Employer: ALKEN, Durch et. AL
Employer Phone Number:	Employer Phone Number: 467- 841 230
No. of people in Household:	
Have you filed Yes K If ves: Chp 7 Filing Date:	Attorney Name: John Swaw
	Attorney Phone: 407 _999 - 21 29

Monthly Income Borrower	Monthly Income C	Monthly Income Co-Borrower			
Wages/Take Home	Wages/Take Home	7847 11			
Overtime	Overtime				
Commissions/Bonus	Commissions/Bonus				
Unemployment Income	Unemployment Income				
Child Support/Alimony	Child Support/Alimony				
Social Security/Disability	Social Security/Disability				
Other	Other				
Total Co	Total				

Monthly Expense	)5	Assets			
Mortgage	1611.48	Түре	Estimated Value		
2nd Mortgage		Home	190,000		
Rent/Other Mortgage	·····	Other Real Estate			
HOA/Fees/Dues	······	All Checking/Savings Acct	s		
Alimony/Child Support	· · · · · · · · · · · · · · · · · · ·	Stock/Bonds/Mutual Funds			
Child/Dependent/Elderly Care		IRA/Keogh Accounts			
Entertainment		Retirement, 401(k)s, etc.			
Insurance (auto, health, life)	50	Total			
Pet Expenses					
Groceries/Toiletries	400				
Car Expense (gas, maint, etc.)	<b>≪</b> 0				
Automobile Loan(s), List All:		Please remem	ber to; ign and date this form.		
Credit Card 1 Credit Card 2 Doctor/Medical Bills Student Loans Personal Loans		stub Ban copy Retu	iclude a copy of the most recent pay for each borrower, your most recent k Statement, your last W-2, and a / of your last year's Federal Tax in with all attachments if self- loyed.		
Utilities			•		
Cable TV/Satellite			clude a hardship letter of why you fo nd and what you would like to do to		
Electricity	13 <b>#</b> 6		saught up,		
Natural Gas/Oll			eturn Completed and SIGNED		
Telephone/Cell Phone	175				
Water/Sewer	7<	Incom	e/Expense Summary		
Internet	(	Borrower Incor			
		Co-Borrower In			
Other (please list all exemples: Spending	×.	Expenses	- 2641.48		
Money, Lunch Money, Tultion, Tithing, etc.)		Net	= 70(-14		
Total	2641.48		1 195 1.5		

Each of the undersigned by signing below states: I certify that the financial information stated above is a true and accurate statement of my financial condition. I understand and acknowledge that any action taken by the lender with regard to my mortgage loan will be made in strict reliance upon the financial information provided. By signing below, I grant the holder of my mortgage loan or its servicer the authority to

obtain a credit report to varify the agouracy of the financial information. 69 \$109 9 ľZ. 1.32 /Øate Signatúi

	count Status			<u>English</u> Es	panol Krevol		Print	lelp Logo
			Mv A	ccount S	tatus			
			•	of: 09/15/20				• •
Head of	f Household:	GEORGE A	A. NORBER	G				
Case #:	1314527827							
Nevt De	wiew due by	421241200	0					
	eview due by: ointments:	12/31/200 No appoir	ə ntments scl	heduled	•			
	tion needed:		ations need					
My Doc	uments:	Click Here	e For Detail	l <u>s</u>				
				•				
Food S	Stamp			·				
Group #	Payee	Begin	End Statu	s Monthly Amount	Benefit Month	Date Benefit Available	History	Information
01	GEORGE A. NORBERG	10/01/2009 12	/31/2009 Oper	n 367	•		¢	ß
01	GEORGE A. NORBERG	09/01/2009 09	/30/2009 Oper	n 367	September, 2009	09/05/2009	ê	Þ
Tempo	orary Cash A	ssistance			÷			
- Group #	Payee			thly Amount B	enefit Month Date I	Benefit Availab	le History	_
01R	GEORGE A. NORB	ERG	Denied					
					•			
	IICI Individual	Pin #	Status	Type Coverage	Temporary Med	licaid Card	History I	nformation
Medica		784458646		Medicaid	ی ک		ê.	æ
	GE A. NORBERG			Medicaid	<u>ه</u>		ð	Ð
	RGE A. NORBERG	796485303	31 Open	Wedicald	است.م			
GEOR		796485303	31 Open		Pind			
GEOR		796485303	31 Open	Go Back	<b>سم</b> ر			
GEOR	TINA M. NORBERG	796485303	31 Open		<b>/~~</b> √			

https://bcaccess2fl.dcf.state.fl.us/accountStatus/jsp/accountStatus.faces

9/16/2009

		int of the Treasury-Internal Revenue Service Individual Income Tax Return	2008 (***)	IRS Lise Only-Do not write or staple	- 44
	For th	e year Jan. 1-Dec. 31, 2008, or other tax year b			1545-0074
Label		first name and initial Last name		Your social security h	umber Ministration
(See A		ORGE A NORBERG			
Instructions B on page 14.)	-	Int return, spouss's first name and initial Last agmo		Spanse's social secur	ty pumber
Use the IRS		SA J NORBERG			
label. H		e address (number and sines), if you have a P.O. box, see page	a 14. Apt. no	A See maa, o	
Otherwise, E please print R		31 WINDCHIME CIRCLE E		your SSN(s) :	ibove. 🗕
ortype. E		• • • • •	101888, 600 0600 14.	Checking a box be	ow will not
	_ <u>_</u> &£	OPKA, FL 32703-0000	and a second	change your tax or	refund.
Presidential Elaction Campaign		Check hare if you, or your spouse if filing jointly	want \$3 to do to this fund (cas as	ge 14) 🕨 🗌 You 🗍	
CIRCUOI DAINPAIRI	1	Single		household (with qualifying person).	Spouse
Filing Status		X Married filing jointly (even if only one had		slight person is a child but not your d	
Check only		Married filing separately. Enter spouse's		i child's namo here. 🕨	HP-1144191
one box.	-	full name here. ►	production of the second se	ng widow(or) with dependent chil	2 (see page 16)
	6a	X Yourself. If someone can claim you as a	depandent, do not check box 6a	Boxee checks on \$9 and 6b	
Exemptions	ь	Х Spouse			
•	¢	Dependents:	(3) Dependente	(4) X if qualities	
		(	2) Dependent's Mationship to	child for child tax	
			l security number you	oredit (6ee page 17) ■ did not live you due to div	
		ROSEMARIE BOVE	PARENT	or separation (600 page 18)	0
		GERARD NORBERG	SÓN	Depandente c	
lf more than four dependents,		CHRISTINA NORBERG	DAUGHTER	X not entered a	
see page 17.				Add numbere	<b>.</b> 5.
		Total number of exemptions claimed			
Income	7	Wages, salaries, tips, etc. Attach Form(s) W-2			42317
• •	8a	Taxable interest. Attach Schedule B if required	r 1		
Attach Form(s) W-2 here, Also	5 9a	Tax-exempt interest. Do not include on line 6: Ordinary dividends. Attach Schedule B if regul			
attach Forms	. ад Ъ	Qualified dividends (see page 21)			
W-2G and 1099-R if tax	10	Taxable refunds, credits, or offsets of state an			
was withheld.	11	Alimony received			
•	12	Business Income or (loss). Attach Schedule C			
ff you did not	13	Capital gain or (loss). Attach Schedule D if req		and the second design of the s	
gét a W-2, see page 21.	14	Other gains or (losses). Attach Form 4797		14	
[	15a	IRA distributions 15a	as) fouena oldexeT 🛱	1 page 23) 15b	
	16a	Pensions and annuities 16a	b Taxable amount (se	16b	
	17	Rental real estate, royalties, partnerships, S co	prporations, trusts, etc. Attach Sche	dule E 17	
Enclose, but do not attach, any	18	Farm income or (loss). Attach Schedule F		18	
payment. Also,	19	Unemployment compensation		19	
please use Form 1040-V.	20a	Social security benefits 20a	b Yaxable amount (se	page 25) 20b	
10m (040-4-	21	Other income. List type and amount (see page		21	
	22	Add the amounts in the far right column for line	a second s	income 22	42317
	23	Educator expanses (see page 28)	<u> </u>		
	24	Contain business expenses of reservists, performing a			
	25	and fee-basis government officials. Attach Form 2106 Health savings account deduction. Attach For			
Adjusted	26	Moving expenses. Attach Form 3903			
Gross	27	One-half of self-employment tax, Attach Scher			
Income	28	Self-employed SEP, SIMPLE and qualified pla	. <b></b>		
	29	Self-employed health insurance deduction (se			
	30	Penalty on early withdrawal of savings			
		Alimony paid & Recipient's SSN >	31a		
	32	IRA deduction (see page 30)			
	33	Student loan interest deduction (see page 33)	33		
	34	Tuition and fees deduction. Attach Form 8917			
	35	Domestic production activities deduction. Attac	ch Form 8903 35		
	36	Add lines 23 through 31a and 32 through 35.		36	
For Disclosure, Brivery A	37	Subtract line 36 from line 22. This is your adju Paperwork Reduction Act Netice, see page 85.	Sted gross income	37 ( GLAYER. Form 10	<u>42317</u>
· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	and a state of the		12020)

Form 1040 (2008)		NORBERG	Page 2
Tax and	38	Amount from line 37 (adjusted gross income)	38 42317
Credits	39a	Check You were born before January 2, 1944, Blind. Total boxes	
Standard		if: Spouse was born before January 2, 1944, Blind. checked > 39a	
Deduction	b	If your spouse itemizes on a separate retum or you were a dual-status alien, see page 34 and check here > 39b	
for - People who	c	Check if standard deduction includes real estate taxes or disater loss (see page 34) > 39c	
checked any	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40 21453
box on line	41	Subtract line 40 from line 38	41 20864
39a, 39b or 39c <b>or</b> who	42	If line 38 is \$119,975 or you provided housing to a Midwestern displaced individual, see page 36.	
can be claimed		Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d	42 17500
as a dependent see page 34.	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0	43 3364
<ul> <li>All others:</li> </ul>	44	Tax (See page 36). Check if any tax is from: a Form(s) 8814 b Form 4972	44 338
Single or	45	Alternative minimum tax. (see page 39). Attach Form 6251	45
Married filing	46	Add lines 44 and 45	46 338
separately,	47	Foreign tax credit. Attach Form 1116 if required	
\$5,450	48	Credit for child and dependent care expenses. Attach Form 2441 48	
	49	Credit for the elderly or the disabled. Attach Schedule R 49	
Married filing jointly or	50	Education credits. Attach Form 8863	
Qualifying	51	Retirement savings contributions credit. Attach Form 8880 51	
widow(er),	52	Child Tax credit (see page 42). Attach Form 8901 if required 52 338	
\$10,900	53	Credits from form: a 8396 b 8839 c 5695 53	
Head of	54	Other Credits from Form: a         3800 b         8801 c         54	
household,	55	Add line 47 through 54. These are your total credits	55 338
\$8,000	56	Subtract line 55 from line 46. If line 55 is more than line 46, enter -0	<b>56</b> 0
·		Self-employment tax. Attach Schedule SE	57
Other	57		58
Taxes	58	Unreported social security and Medicare tax from Form: a 4137 b 8919 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59
	59		60
	60		61 0
Baumanta	61	Add lines 56 through 60. This is your total tax	
Payments			4
	63		
lf you have a qualifying		a Earned income credit (EIC)	
child, attach			
Schedule EIC.	65		
	66		2
	67	Amount paid with request for extension to file (see page 61) 67	
	68		
	69 70		
	70		
		, ad mice of an elgit of these in () of the elgit of the	
Refund		If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid	72         1189           73a         1189
Direct deposit?		a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here .	<b>73a</b> 1189
See page 63 and fill in 73b,		b Routing number Savings Savings	
73c, and 73d		d Account number	
or Form 8888.			
Amount	75		75
You Owe	76		
Third Par	ty D	o you want to allow another person to discuss this return with the IRS (see page 66)? <b>[ Yes.</b> C	complete the following. No
Designee		Designee's Phone	Personal identification
	_	name name	number (PIN)
Sign	Un be	der penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of i lief, they are true, correct, and complete. Declaration of preparer forther than taxpayer) is based on all information of which preparer	has any knowledge.
Here		/i Notherb .	ne phone number
Joint return? See page 15.	1	Fisc - (loul - Com )	7-927-8979
Keep a copy		I AALA P. I FI W/I I GO A FILL FILL FILL FILL FILL FILL FILL FI	1-921-0313
for your	- 17		
records.	{	<u>7 DA (1(19000 03/20/09 LEGAL SECERTARY</u>	Prenarer's CCM or DTIM
		eparer's Date Check If	Preparer's SSN or PTIN
Paid		inature Jarbara Kittel 03/20/09 self-employed	
Preparer		Sid is the first of the second	IN 34-3181251
Use Only	if s	self-employed), 988 Palm Springs Drive	Phone no. 321-279-3526
,	i ad	Idress, and ZIP code 41 tamonte Springs F1. 32701	

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Form 1040 (2008)

# SCHEDULES A&B

# Schedule A - Itemized Deductions

OMB No. 1545-0074

			Ochequie A - Remized Deddelions		
(Form 1040	)		(Schedule B is on back)		2008
Department of the T Internal Revenue Se	reasu	y (99)	Attach to Form 1040. See Instructions for Schedules A&B (Form 1	040).	Attachment Sequence No. 07
Name(s) show	n on	Form 1	1040	Yours	ocial security number
GEORGE	&		A NORBERG		
Medical		Cauti	ion: Do not include expenses reimbursed or paid by others.		
and Dental	1	Media	cal and dental expenses (see page A-1)		
Expenses	2	•	mount from Form 1040, line 38. 2		
	3		oly line 2 by 7.5% (.075)		
	4		act line 3 from line 1. If line 3 is more than line 1, enter -0	. 4	
Taxes You Paid	5		and local (check only one box):		
			Income taxes, or     Inco		
(See page A-2.)			General sales taxes		
page A-2.)	6		estate taxes (see page A-5) 6 14	48	
	7		onal property taxes		
	8	Othe	r taxes. List type and amount ►		
			8		
	9	_	ines 5 through 8	. 9	1448
Interest You Paid	10		e mortgage interest and points reported to you on Form 1098 10 200	05	
	11		e mortgage interest not reported to you on Form 1098. If		
(See page A-5.)		•	to the person from whom you bought the home, see page		
page A-0.)		A-6 a	nd show that person's name, identifying no., and address		
Note. Personal			11		
interest is	12		s not reported to you on Form 1098. See page A-6		
not			pecial rules		
deductible.	13		ified mortgage insurance premiums (See page A-6) 13		
	14		tment interest. Attach Form 4952, if required. (See		
			A-6.)		
	15		ines 10 through 14	. 15	20005
Gifts to Charity	16		by cash or check. If you made any gift of \$250		
	47		ore, see page A-7		
If you made a gift and got a	17		r than by cash or check. If any gift of \$250 or more,		
benefit for it,		•	bage A-8. You must attach Form 8283 if over \$500 17		
see page A-7.	18	•	/over from prior year		
	19	AGG	ines 16 through 18	19	
Casualty and	20	Cool	ualty or theft loss(es). Attach Form 4684. (See page A-8.) ,	20	
Theft Losses			imbursed employee expenses - job travel, union dues, job	20	
and Certain	521				
Miscellaneous	5				
Deductions	22		A-9)		
(See	23	-	r expenses - investment, safe deposit box, etc. List type and		
page A-9.)	20				
		annor	23		
	24	bhA	lines 21 through 23		
	25		amount from Form 1040, line 38. 25		
	26		ply line 25 by 2% (.02)		
· .	27		ract line 26 from line 24. If line 26 is more than line 24, enter -0-	. 27	
Other	28		r-from list on page A-10. List type and amount ►		
Miscellaneou		0470			
Deductions			· · · · · · · · · · · · · · · · · · ·	- 28	
Total	29	ls Fo	rm 1040, line 38, over \$159,950 (over \$79,975 if married filing separately)?		
Itemized		IX	No. Your deduction is not limited. Add the amounts in the far right column		
Deductions		لغفا	for lines 4 through 28. Also, enter this amount on Form 1040, line 40.	▶ 29	21453
			Yes. Your deduction may be limited. See page A-10 for the amount to enter.		
	20	<u>لــــا</u>	next to itemize deductions even they be writted. One page if it is indicated and the indicated by the set has a set they are lace they pay standard deduction, shock here		

For Paperwork Reduction Act Notice, see Form 1040 instructions. QNA Copyright (c) 2008 TAXSLAYER Schedule A (Form 1040) 2008

Form 8812

# Additional Child Tax Credit

Additional Child Tax Credit		OMB No. 1545-0074
		2008
Complete and attach to Form 1040, Form 1040A, or Form 1040NR.		Attachment Sequence No. 47
RBERG	Yourse	ocial security number
	·	
1 of your Child Tax Credit Worksheet on page 43 of the Form 1040 instructions, instructions, or page 19 of the Form 1040NR instructions. If you used Pub.		
line 8 of the worksheet on page 4 of the publication	1	1000
n 1040, line 52, Form 1040A, line 33, or Form 1040NR, line 47	2	338
If zero, <b>stop;</b> you cannot take this credit ...............	3	662

Department of the Treasury Internal Revenue Service (99) Name(s) shown on return

GEORGE & LISA NO

Pa	art I All Filers		
1	Enter the amount from line 1 of your Child Tax Credit Worksheet on page 43 of the Form 1040 instructions, page 38 of the Form 1040A instructions, or page 19 of the Form 1040NR instructions. If you used Pub. 972, enter the amount from line 8 of the worksheet on page 4 of the publication	1	1000
2	Enter the amount from Form 1040, line 52, Form 1040A, line 33, or Form 1040NR, line 47	2	338
3	Subtract line 2 from line 1. If zero, <b>stop;</b> you cannot take this credit	3	662
4a	Earned income (see instructions on back). If your main home was in a		
	Midwestern disaster area when the disaster occured, and you are electing to		
	use your 2007 earned income, check here	_	
h	Nontaxable combat pay (see instructions on back) 4b		
5	Is the amount on line 4a more than \$8,500?		
•	No. Leave line 5 blank and enter -0- on line 6.		
	X         Yes. Subtract \$8,500 from the amount on line 4a. Enter the result 5         33817		
6	Multiply the amount on line 5 by 15% (.15) and enter the result	. 6	5073
	Next. Do you have three or more qualifying children?		<u> </u>
	X No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part II and enter the		
	smaller of line 3 or line 6 on line 13.		
	Yes. If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on		
	line 13. Otherwise, go to line 7.		
(in 1997)	art II Certain Filers Who Have Three or More Qualifying Children		
	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and		
7	6. If married filing jointly, include your spouse's amounts with yours. If you		
		-	
8	1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 58, plus any taxes that you identified using code "UT" and entered on the dotted line next to line 61.		
	1040A filers:       Enter -0         1040NR filers:       Enter the total of the amounts from Form 1040NR, line         53, plus plus any taxes that you identified using code       8         "UT" and entered on the dotted line next to line 57.	-	
9	Add lines 7 and 8		
10	1040 filers: Enter the total of the amounts from Form 1040, lines	-	
	64a and 65.		
	1040A filers:       Enter the total of the amount from Form 1040A, line         40a, plus any excess social security and tier 1 RRTA         taxes withheld that you entered to the left of line 43         (see instructions on back).		
	1040NR filers: Enter the amount from Form 1040NR, line 60.		
11	Subtract line 10 from line 9. If zero or less, enter -0	. 11	
12	Enter the larger of line 6 or line 11	. 12	
	Next, enter the smaller of line 3 or line 12 on line 13.		
P	Part III Additional Child Tax Credit		
13	This is your additional child tax credit	13	662
		Forn Forn	r this amount on n 1040, line 66, n 1040A, line 41, or n 1040NR, line 61.

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Form 8812 (2008)

#### GEORGE & LISA NORBERG

C

UTION: To be a	a quali	fying child for the child tax credit, the child must be under age 17 at the end o	f 2008 and meet the c	other	
require	ments	listed on page 2.			
art 1	1.	Number of qualifying children: 1 X \$1000. Enter the result.		1.	1000
	2.	Enter the amount from Form 1040, line 38, 2.	. 42317	3244	
		Form 1040A, line 22 or Form 1040NR, line 36.	·····		
	3	1040 filers: Enter the total of any -			
	•••	Exclusion of income from Puerto Rico, and			
		• Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15. 3	•		
		1040A and 1040NR Filers. Enter -0			
	4.	Add lines 2 and 3. Enter the total. 4	. 42317		
	5.	Enter the amount shown below for your filing status.			
		Married filing jointly - \$110,000			
		<ul> <li>Single, head of household, or qualifying widow(er) - \$75,000</li> </ul>	. 110000		
		the second se			
		Married filing separately - \$55,000			
	6.	Is the amount on line 4 more than the amount on line 5?			
		X No. Leave line 6 blank. Enter -0- on line 7.			
		Yes. Subtract line 5 from line 4. 6			
		If the result is not a multiple of \$1,000, increase it to the next multiple of			
		\$1,000. For example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc.			
	7.	Multiply the amount on line 6 by 5% (.05). Enter the result.		7.	
		is the amount on line 1 more than the amount on line 7?		·	
	0.	No. STOP			
			- <u> </u>		
		You cannot take the child tax credit on Form 1040, line 52, Form 1040A, line	a 33, or Horm		
		1040NR, line 47. You also cannot take the additional child tax credit on Forr	n 1040, line 66,		
		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your	n 1040, line 66,		
		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.	n 1040, line 66,	•	100
		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your	n 1040, line 66,	8	100
Part 2	9.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.	n 1040, line 66, · Form 1040,	8 9.	
Part 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR. X Yes. Subtract line 7 from line 1. Enter the result. Go to Part 2. Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10	n 1040, line 66, · Form 1040,	8 9	
Part 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.           X         Yes. Subtract line 7 from line 1. Enter the result. Go to Part 2.           Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10           Add the amounts from-	n 1040, line 66, · Form 1040,	8 9	
2an 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR. X Yes. Subtract line 7 from line 1. Enter the result. Go to Part 2. Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10 Add the amounts from- Form 1040 or Form 1040A or Form 1040NR	n 1040, line 66, · Form 1040,	8 9	
2an 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10         Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44	n 1040, line 66, · Form 1040,	8 9	
2an 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR. X Yes. Subtract line 7 from line 1. Enter the result. Go to Part 2. Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10 Add the amounts from- Form 1040 or Form 1040A or Form 1040NR	n 1040, line 66, · Form 1040,	8 9	
2 <b>an 2</b> 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 10         Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44	n 1040, line 66, · Form 1040,	8 9	
20122		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 100Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 45       +	n 1040, line 66, · Form 1040,	8 9	
2an 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from 1040, line 46, Form 1040A, line 28, or Form 100Add the amounts from-         Form 1040 or Form 1040A or Form 1040A Form 1040AR         Line 47       Line 44         Line 48       Line 29         Line 45       +         Line 49       Line 30	n 1040, line 66, · Form 1040,	8 9	
2an 2		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 100Add the amounts from-         Form 1040 or Form 1040A or Form 1040AR         Line 47       Line 44         Line 48       Line 29         Line 45       +         Line 49       Line 30         Line 50       Line 31	n 1040, line 66, · Form 1040,	8 9	
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20022		or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040A the amounts from-         Form 1040 or Form 1040A or Form 1040A line 28, or Form 1040A the amounts from-         Line 47       Line 44         Line 48       Line 29         Line 48       Line 30         Line 50       Line 31         Line 51       Line 32	n 1040, line 66, · Form 1040,	89	
2an 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040A the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29       Line 45         Line 49       Line 30      +         Line 50       Line 31      +         Line 51       Line 32       Line 46         Line 51       Line 32       Line 46	n 1040, line 66, · Form 1040,	8 9	
2011 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040A the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29       Line 45         Line 49       Line 30      +         Line 50       Line 31      +         Line 51       Line 32       Line 46         Line 51       Line 30      +         Are you claiming any of the following credits?       Are sour claiming any of the following credits?	n 1040, line 66, · Form 1040,	8 9	
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2011/2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040A the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29       Line 45         Line 49       Line 30      +         Line 50       Line 31      +         Line 51       Line 32       Line 46         Line 51       Line 30      +         Are you claiming any of the following credits?       Are sour claiming any of the following credits?	n 1040, line 66, · Form 1040,	8 9	
Part 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040A the amounts from-         Form 1040 or Form 1040A or Form 1040A line 28, or Form 1040A         Line 47       Line 44         Line 48       Line 29         Line 49       Line 30         Line 50       Line 31         Line 51       Line 32         Line 46       +         Enter the total.       10.	n 1040, line 66, · Form 1040,	8 9	
Part 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from 1040, line 46, Form 1040A, line 28, or Form 1040A dd the amounts from-         Form 1040 or Form 1040A or Form 1040A for Form 1040A         Image: Subtract line 47         Line 47         Line 48         Line 49         Line 30         Line 49         Line 31         Image: Subtract line 32         Line 46         Image: Subtract line 33         Image: Subtract line 34         Image: Subtract line 35         Are you claiming any of the following credits?         Image: Subtract line 339         Adoption credit, Form 8839         Residen	n 1040, line 66, · Form 1040,	8 9	
2art 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from 1040, line 46, Form 1040A, line 28, or Form 1040A dd the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 48       Line 30         Line 49       Line 30         Line 50       Line 31         Line 51       Line 32         Line 46       Enter the total.         Mortgage interest credit, Form 8396         Adoption credit, Form 8839         Residential energy efficient property credit, Form 5695         District of Columbia first-time homebuyer credit, Form 8859	n 1040, line 66, · Form 1040,	8 9	
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art 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from 1040, line 46, Form 1040A, line 28, or Form 1040A dd the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 44       Line 44         Line 49       Line 30         Line 50       Line 31         Line 51       Line 32         Line 46       +         Enter the total.       10.         Are you claiming any of the following credits?         Mortgage interest credit, Form 8396         Adoption credit, Form 8839         Residential energy efficient property credit, Form 5695         District of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859	n 1040, line 66, · Form 1040,	8 9 11	
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2211.2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Image: Subtract line 7 from 1040, line 46, Form 1040A, line 28, or Form 1040A dd the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 44       Line 44         Line 49       Line 30         Line 50       Line 31         Line 51       Line 32         Line 46       +         Enter the total.       10.         Are you claiming any of the following credits?         Mortgage interest credit, Form 8396         Adoption credit, Form 8839         Residential energy efficient property credit, Form 5695         District of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859         Image: Strict of Columbia first-time homebuyer credit, Form 8859	n 1040, line 66, · Form 1040,	8 9 11 12.	33
2art 2	10.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040Ad the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29       Line 45         Line 49       Line 30      +         Line 50       Line 31      +         Line 51       Line 32       Line 46         Enter the total.       10.	n 1040, line 66, · Form 1040,	11	33
2att 2	10 <i>.</i> 11.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040Ad the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29       Line 45         Line 49       Line 30      +         Line 50       Line 31      +         Line 51       Line 32       Line 46         Enter the total.       10.	n 1040, line 66, Form 1040, 040NR, line 43.	11	33
2att 2	10 <i>.</i> 11.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040Ad the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 49       Line 30         Line 50       Line 31         Line 51       Line 32         Line 46       +         Enter the total.       10.	n 1040, line 66, Form 1040, 040NR, line 43.	11	33
2att 2	10 <i>.</i> 11.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 48, Form 1040A, line 28, or Form 10         Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 48       Line 30         Line 50       Line 31         Line 51       Line 32         Enter the total.       10.    Are you claiming any of the following credits?          • Mortgage interest credit, Form 8396         • Adoption credit, Form 8839         • Residential energy efficient property credit, Form 5695         • District of Columbia first-time homebuyer credit, Form 8859         Image: No. Enter the amount from line 10.         Yes. Complete the Line 11 Worksheet on the next page to figure the amount to enter here.         Subtract line 11 from line 9. Enter the result.         Is the amount on line 8 of this worksheet more than the amount on line 12?         No. Enter the amount from line 8.	n 1040, line 66, Form 1040, 040NR, line 43.	11	33
2an 2	10 <i>.</i> 11.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 46, Form 1040A, line 28, or Form 1040 Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 48       Line 30         Line 50       Line 31         Line 51       Line 32         Line 51       Line 32         Line 51       Line 3396         Adoption credit, Form 8839         Residential energy efficient property credit, Form 5695         District of Columbia first-time homebuyer credit, Form 8859         Image: No. Enter the amount from line 10.         Yes. Complete the Line 11 Worksheet on the next page to figure the amount to enter here.         Subtract line 11 from line 9. Enter the result.         Is the amount on line 8 of this worksheet more than the amount on line 12?         No. Enter the amount from line 8.         Yes. Enter the amount from line 12.	n 1040, line 66, Form 1040, 040NR, line 43.	11 12 13	33 33 33 at on Form 1
2art 2	10 <i>.</i> 11.	or Form 1040A, line 41; or Form 1040NR, line 61. Complete the rest of your 1040A, or 1040NR.          Image: Subtract line 7 from line 1. Enter the result. Go to Part 2.         Enter the amount from Form 1040, line 48, Form 1040A, line 28, or Form 10         Add the amounts from-         Form 1040 or Form 1040A or Form 1040NR         Line 47       Line 44         Line 48       Line 29         Line 48       Line 30         Line 50       Line 31         Line 51       Line 32         Enter the total.       10.    Are you claiming any of the following credits?          • Mortgage interest credit, Form 8396         • Adoption credit, Form 8839         • Residential energy efficient property credit, Form 5695         • District of Columbia first-time homebuyer credit, Form 8859         Image: No. Enter the amount from line 10.         Yes. Complete the Line 11 Worksheet on the next page to figure the amount to enter here.         Subtract line 11 from line 9. Enter the result.         Is the amount on line 8 of this worksheet more than the amount on line 12?         No. Enter the amount from line 8.	n 1040, line 66, Form 1040, 040NR, line 43.	11 12 13	33 33 33 33

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	DRGE & LISA NORBERG	
	ery Rebate Credit Worksheet-Line 70	Keep for Your Records
Befo	re you begin: CAUTION See the instructions for line 70 on page 61 to find out if you can take this credit.	
	TIP If you received Notice 1378, have it available. The notice shows the amount of your economic s	timulus pavment.
	which you will need to fill in line 28 on page 63. If you do not have Notice 1378, you can find the am	
	your economic stimulus payment on www.irs.gov.	
		····
•	Can you, or your spouse if filing a joint return, be claimed as a dependent on another person's return?	
	X No. Go to line 2.	
	Yes. You cannot get the credit. Stop here.	
ı	Does your tax return include a valid social security number for you and, if filing a joint return, your spouse?	
	X Yes. Skip lines 3 and 4 and go to line 5.	
	No. Go to line 3.	
•	Are you filing a joint return for 2008?	
	Yes. Go to line 4.	
	No. You cannot take the credit. Stop here.	
	Were either you or your spouse a member of the U.S. Armed Forces at any time during 2008?	
	Yes. Go to line 5.	
	No. You cannot take the credit. Stop here.	
	Enter the amount from Form 1040, line 56	A second s
	Enter the amount from Form 1040, line 52	
•	Add lines 5 and 6	
	Enter \$600 (\$1,200 if married filing jointly)	
	Enter the smaller of line 7 or line 8	9 33
,	Is the amount on line 9 at least \$300 (\$600 if married filing jointly)?	
	Yes. If you have at least one qualifying child for whom you entered a valid social security number* on Form	1040, line 6c,
	column (2), and checked the box in column (4), or have at least one qualifying child with a valid social secu	rity number* for who
	you completed form 8901, go to line 11. Otherwise, skip lines 11 through 21 and enter the amount from line	9 on line 22.
	X No. If line 7 is more than zero, go to line 11. Otherwise, skip line 11 and go to line 12.	
-	Is your gross income** more than the amount shown below for your filing status?	1
	<ul> <li>Single or married filing separately - \$8,950</li> </ul>	
	<ul> <li>Married filing jointly - \$17,900</li> </ul>	
	Head of household - \$11,500	
	<ul> <li>Qualifying widow(er) - \$14,400</li> </ul>	
	No. Go to line 12.	
	X Yes. Skip lines 12 through 18 and go to line 19.	
	Enter the amount from Form 1040, line 20a	2.
	Enter the amount of any nontaxable veterans' disability or death benefits you received in 2008	13.
	Are you filing Form 8812?	
	Yes. Skip line 15. Enter on line 16 the amount from Form 8812, line 4a.	
	No. Go to line 15.	
	Are you filing Form 2555 or 2555-EZ to exclude foreign earned income, or using one of the optional methods to f	igure
	your net earnings from self-employment on Schedule SE, or are you a church employee or member of the clergy	?
	Yes. Fill out the Earned Income Worksheet on page 8 of Pub. 972 and enter on line 16 the amount from lin	e 8 of
	hat worksheet. No. Go to line 16.	
	Earned income. If you did not already enter an amount on this line as instructed on line 14 or 15, complete	
-	Worksheet B on page 49 through line 4b. Enter the amount from Worksheet B, line 4b. (If you (or your spouse, if	
	filing jointly) had nontaxable combat pay, did not file Form 8812, and did not enter an amount on line 64b, add	•
	your (and your spouse's) nontaxable combat pay, and net more than and net of the amount on this line	16.
	Qualifying income. Add lines 12, 13, and 16	
	Is line 17 at least \$3,000?	····
•	No. Skip lines 19 through 21 and enter the amount from line 9 on line 22.	
	Yes. Go to line 19.	

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#### GEORGE & LISA NORBERG Recovery Rebate Credit - Line 70 (continued) 600 600 . . 20. 21. Multiply \$300 by the number of qualifying children for whom you entered a valid social security number* on: • Form 1040, line 6c, column (2), and checked the box in column (4), or 300 900 42317 150000 25. Is the amount on line 23 more than the amount on line 24? X No. Skip line 26. Enter the amount from line 22 on line 27 below. 27. Subtract line 26 from line 22. If zero or less, enter -0-.... 27. 900 28. Enter the amount, if any, of the economic stimulus payment you received (before offset) as shown on Notice 1378 or www.irs.gov. If you received more than one payment, enter the total of all payments you received as shown on all Notices 1378 or on www.irs.gov. If filing a joint return, include your spouse's payment as shown on your spouse's Notice 1378. or on www.irs.gov. If you filed a joint return for 2007 and received an economic stimulus 600 29. Recovery rebate credit. Subtract line 28 from line 27. If zero or less, enter -0-. Enter the result here and, if more than zero, on Form 1040, line 70. If you entered an amount on line 13 above, enter "VA" on the dotted line to the left of Form 1040, line 70. If you (or your spouse if filing jointly) had nontaxable combat pay, did not file Form 8812, and did not enter an amount on line 64b, enter "NCP" to the left of Form 1040, line 70. If line 28 is 300 *A valid social security number is not required for a qualifying child if you filed a joint return AND either you or your spouse was a member of the U.S. Armed Forces at any time during 2008. **Your gross income includes the total of the following amounts: Form 1040, lines 7, 8a, 9a, 10, 11, 13 (if you were not required to file Schedule D) 15b, 16b, 19, 20b, and 21 (excluding any negative amounts); Schedule C, line 7; Schedule C-EZ, line 1; Schedule E, lines 3 and 4; Schedule F, line 11; Form 4835, line 7; Schedule K-1 (Form 1065), box 14, codes B and C; Schedule K-1 (Form 1065-B), box 9, code K-2; Schedule K-1 (Form 1120S), box 14, code B. But do not include on this line any amount for which you claimed the foreign earned income exclusion or the housing exclusion on Form 2555 or 2555-EZ. Your gross income also includes all gains from Schedule D, lines 1, 8 and 13; Schedule D-1, lines 1 and 8; Form 4684, line 14, and column (c) of lines 35 and 40; Form 4797, lines 2, 10, and 30; Form 6252, lines 24 and 35; Form 6781, lines 1 and 12; Form 8824, lines 14, 23, 35, and 36; and Form 2439, line 1a. But subtract from this total any section 1202 exclusion, any section 1045 or section 1397B rollover, any exclusion of gain from DC Zone assets or qualified community assets, and any section 121 exclusion shown on

Schedule D or Form 4797.

# Estimate of Costs CEB Case # 08-75-CEB GEORGE & LISA J. NORBERG

Postage

Regular	8	\$0.41	\$3.28				
Certified	8	\$5.32	\$42.56				
	•	<b>**</b> **	\$45.84				
Processing Time for Code Enforcement and E	BCC Action						
Code Doord Constants	0 h a una	¢00.00	¢444.00				
Code Board Secretary	3 hours	\$38.00	\$114.00				
Code Board Attorney	1 hour	\$135.00	\$135.00				
Planning Manager's Review	1 hour	\$186.00	\$186.00				
Planning & Development Director's Review	1 hour	\$202.00	\$202.00				
Deputy County Manager's Review	1 hour	\$259.00	\$259.00				
County Attorney's Review	1 hour	\$135.00	\$135.00				
			\$1,031.00				
Costs for Recording Documents							
# of first page docs - 5 # of additional page d			\$67.00				
(\$10.00 first page, \$8.50 each additional pag	je)						
			• • • • • • •				
PLANNING DIVISION ESTIMATED COST FO	\$1,143.84						
			• • • • • • •				
SHERIFF'S OFFICE ESTIMATED COST FOR	<u>ROCESSI</u>	NG CASE	\$208.06				
TOTAL COST FOR PROCESSING CASE #	\$1,351.90						

# SEMINOLE COUNTY SHERIFF'S OFFICE <u>Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs</u> Case# 08-75-CEB

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

#### **Code Enforcement Officer: Joann Tamulonis**

DATE .	PERSONNELACTIVITY	HOURS
10-04-07	Inspection,	.25
10-04-07	Research and Notice of Violation. Case documentation.	.50
10-23-07	Telephone call Lisa Norberg	.25
02-07-08	Telephone call Lisa Norberg	.25
02-20-08	Re inspection.	.50
03-25-08	Re inspection	.25
03-31-08	Request for Hearing Affidavit and case package prep.	.50
04-28-08	Re inspection	.25
05-15-08	Re inspection	.25
06-10-08	Re inspection	.25
07-09-08	Re inspection	.25
07-16-08	Personal Service of Notice of Hearing for CEB July 24, 2008	.25
07-24-08	CEB hearing. Power point case preparation	.75
12-03-08	Re inspection. Affidavit of Non Compliance.	.50
02-23-09	Re inspection	.25
02-26-09	CEB hearing.	.25
06-25-09	CEB hearing	.25
07-09-09	Re inspection. Compliance achieved	.25
07-15-09	Affidavit of Compliance filed.	.25
· · · · · · · · · · · · · · · · · · ·		
<u>An an an</u>	TOTAL HOURS	6.25
		x \$33.29

TOTAL PERSONNEL \$208.06 COSTS

# Seminole County Property Appraiser Get Information by Parcel Number

PARCEL DETAIL DAVID JOHNSON, CFA, ASA <b>PROPERTY</b> <b>APPRAISER</b> SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508	163) 189 183 200 201 203 204 167 200 201 203 204 211 210 209 207 147 145 144 142	137 120 208 138 119 14 140 117 3 14 15 16 17 18 <b>RAL WAY</b>	$ \begin{array}{c} 114 \\ 115 \\ 116 \\ 19 \\ 20 \\ 20 \\ 20 \\ 16 \\ 16 \\ 16 \\ 16 \\ 16 \\ 16 \\ 16 \\ 16$	7				
				L		VALUES	SUMMARY	
					·····	VALUES	2010 Working	2009 Certified
	GENERAL				Va	alue Method	Cost/Market	Cost/Marke
	el Id: 18-21-29-524-0000				Number	of Buildings	1	
	wner: NORBERG GEOR				Depreciated	Bidg Value	\$83,526	\$91,113
•	ress: 3131 S WINDCHIM			L	Depreciated	EXFT Value	\$6,122	\$6,372
• • • •	Code: APOPKA FL 32703 ress: 3131 WINDCHIME		A 20702	Ĺ	Land Va	lue (Market)	\$31,000	\$31,000
	ame: BEL AIRE HILLS U		A 32103		Lai	nd Value Ag	\$0	\$0
	strict: 01-COUNTY-TX DI			Ĺ	Just/N	larket Value	\$120,648	\$128,485
	ions: 00-HOMESTEAD (	-			Po	ortablity Adj	\$0	\$0
Exempt	Dor: 01-SINGLE FAMIL				Save Our	Homes Adj	\$18,589	\$26,528
		•		_	Assessed \	Value (SOH)	\$102,059	\$101,957
						<u>Tax E</u>	stimator	
						Portability	y Calculator	
SPECIAL WARRANTY D CERTIFICATE OF TITLE WARRANTY DEED WARRANTY DEED WARRANTY DEED	DEED         09/1999         03747         18           DEED         07/1999         03687         150           05/1999         03648         01           08/1991         02331         150           06/1982         01399         11           03/1980         01272         06           Comparable         Sales within th         11	68         \$100 In           15         \$100 In           14         \$85,800 In           10         \$65,900 In           47         \$52,800 In	nproved No nproved No nproved Yes nproved Yes nproved Yes		2009	200 Save Our Hom Certified Taxa	ount (without SO 09 Tax Bill Amou 09 Tax Bill Amou 09 Save 09 Save 09 Valorem AS	int: \$1,005 gs: \$1,003 faxes
	LAND		· · · · · · · · · · · · · · · · · · ·		LEGAL DESCRIPTION			
Land Access Methor	I Frontage Depth Land	I Inite I Init Pri	ce Land Value					
LOT		1.000 31,000.			LEG LOT 139 BEL AIRE HILLS UNIT 2 PB 22 PGS 89-90			
Bld Num	Bid Type Year Bit			Gross SF	Living SF	Ext Wall	Bid Value	Est. Cost New
Building 1 SINGL Sketch Appendage / Sq	E FAMILY 1980 ft OPEN PC	6 DRCH FINISHE	1,500 ED / 60	2,040	1,500	CONC BLOCK	\$83,52	6 \$95,458
Appendage / Sq NOTE: Appendage Codes inclu Semi Finshed	ft GARAGE	FINISHED / 4 Upper Story B		ry Finished	, Apartment, Er	nclosed Porch F	Finished,Base	
		E	XTRA FEAT	JRE				
		ription			FT Value Est. (			
	ALUM SCREEN P	ORCH W/COM		450	\$1,530	\$3,825		
	POOL GUNITE		1986	450	\$3,600	\$9,000		
	COOL DECK PAT	U)	1986	280 1	\$392 \$600	\$980 \$1,500		
	FIREPLACE		1980					

http://www.scpafl.org/web/re_web.seminole_county_title?parcel=18212952400001390&cpad=windchi... 10/26/2009

#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

сев NO. 08-75-сев

#### STATEMENT OF VIOLATION(S) AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby request a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: Seminole County Code, Chapter 95, Section 95.4 as defined in Sec. 95.3 (g), (h), and (l)

LOCATION/ADDRESS WHERE VIOLATION(S) EXISTS:

Ż

18-21-29-524-0000-1390 3131Windchime Circle S. Apopka, FL Seminole County

District # 7 Commissioner District 3

NAME AND ADDRESS OF OWNER:

George A. and Lisa J. Norberg 3131 S. Windchime Circle Apopka, FL 32703

DESCRIPTION OF VIOLATION:

Trash and debris; uncultivated vegetation over 24 inches in height and within 75 feet of a structure; and junked or abandoned or inoperable vehicles.

DATE VIOLATION(S) FIRST OBSERVED: DATE VIOLATION(S) NOTICE ISSUED: DATE VIOLATION(S) TO BE CORRECTED: DATE OF LAST INSPECTION: 10-04-07, 10-15-07, 02-22-08 11-07-07, 03-24-08 03-25-08

INSPECTION RESULTS: A dead tree on the ground in the rear yard and other debris; uncultivated vegetation over 24 inches in height and within 75 feet of a structure; and junked, abandoned or inoperable vehicles remain on the property.

Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation(s) continues to exist, that attempts to secure compliance with the Code(s) or Ordinances(s) of Seminole County have failed as aforesaid, and that the violation(s) should be referred to the Board for a public hearing.

#### DATED THIS 31st DAY OF MARCH 2008

ar

Jean Krause Code Enforcement Officer

#### STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me on this the 31st day March 2008 by Jean Krause, who is personally known to me, and who did take an oath.

Notary Public in and for the County and State Aforementioned My commission expires:



## CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

**SEMINOLE COUNTY,** a political subdivision of the State of Florida,

**CASE NO – 08-75-CEB** 

COPY

Petitioner,

VS.

# GEORGE A. AND LISA J. NORBERG PARCEL I.D. NO – 18-21-29-524-0000-1390

Respondents

NOTICE OF HEARING

# To: GEORGE A. & LISA J. NORBERG 3131 S. WINDCHIME CIRCLE APOPKA, FLORIDA 32703

**NOTICE** is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY**, the **15th day of MAY 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) ACCUMULATION OF TRASH AND DEBRIS
- 2) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE
- 3) JUNKED, ABANDONED OR INOPERABLE VEHICLES NOT KEPT WITHIN AN ENCLOSED GARAGE OR AN ATTACHED CARPORT

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

**DATED** this 11^h day of April 2008.

Darlene McGuire Assistant Clerk to the Code Enforcement Board Seminole County, Florida

Darline Mc Luie

#### 

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY

CODE ENFORCEMENT BOARD07040 Pgs 1142 - 1143; (2pgs) SEMINOLE COUNTY, FLORIDAERK'S # 2008088079 RECORDED 07/31/2008 09:34:20 AM

RECORDING FEES 18.50 RECORDED BY G Harford CASE NO. 08-75-CEB

**SEMINOLE COUNTY**, a political subdivision of the State of Florida,

Petitioner,

VS.

GEORGE A. AND LISA J. NORBERG PARCEL I.D. NO – 18-21-29-524-0000-1390

Respondents.

CLERK OF THE CLERK OF THE CODE ENFORCEMENT BOARD SEMINOLE COUNTY FE BY: DATE

# FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-75-CEB, it is determined that the Respondents are:

 (a) the owners of record of the property (Tax Parcel ID # 18-21-29-524-0000-1390) located at 3131 S. Windchime Circle, Apopka, located in Seminole County and legally described as follows:

## LEG LOT 139 BEL AIRE HILLS UNIT 2 PB 22 PGS 89-90

- (b) in possession or control of the property, and
- (c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g), (h), and (l).

It is hereby ordered that the Respondents shall correct the violations on or before  $\underline{Movem ber 30, 2008}$ . In order to correct the violations, the Respondents shall take the following remedial action:

- 1) REMOVE THE ACCUMULATION OF TRASH AND DEBRIS
- 2) REMOVE THE UNCULTIVATED VEGETATION OVER 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE
- 3) REPAIR OR REMOVE ANY JUNKED, ABANDONED, OR INOPERABLE VEHICLES OR PLACE VEHICLES IN AN ENCLOSED GARAGE OR AN ATTACHED CARPORT

If the Respondents do not comply with the Order, a fine of \$250,00 per day will be imposed for each day the violations continue or are repeated after compliance past *November 30,300* §.

The Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of July 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

TOM HAGOOD

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of July 2008, by Tom Hagood, who is personally known to me.

)

Jane Spencer

Notary Public to and for the County and State aforementioned. My Commission Expires

Notary Public State of Florida Jane Sosnoer My Commission 00746252 Expires 03/19/2012

MORYANNE MORSE, CLERK OF CIRCUIT COURT NOLE COUNTY BK 07126 Pg 0856; (1pg) CLERK'S # 2009010351 RECORDED 01/30/2009 11:48:02 AM RECORDING FEES 10.00 D RECORDED BY G Harford

#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

**SEMINOLE COUNTY**, a political subdivision of the State of Florida,

**CASE NO: 08-75-CEB** 

Petitioner,

VS.

George A. and Lisa J. Norberg

Respondent.

1.

#### AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Joann D. Tamulonis, Code Enforcement Officer for Seminole County Sheriff's Office, who after being duly sworn, deposes and says:

- That on **July 24, 2008** the Board held a public hearing and issued its Order in the above-styled matter
- 2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before November 30, 2008
- 3. That a re-inspection was performed on December 3, 2008
- 4 That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that the accumulation of trash and debris, junked, abandoned or inoperable vehicles, and uncultivated vegetation violations remain on the property.

#### FURTHER AFFIANT SAYETH NOT.

DATED this 18th day of December, 2008,

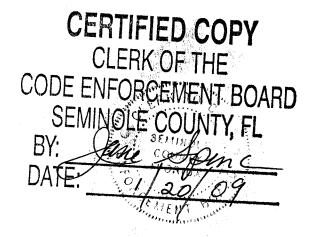
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Joann D. Tamulonis, Code Enforcement Officer

STATE OF **FLORIDA** COUNTY OF **SEMINOLE** 

The foregoing instrument was acknowledged before me this 18th day of **December**, 2008 by Joann D. Tamulonis, who is personally known to me and who did take an oath.

Notary Public in and for the County and State Aforementioned My commission expires:





CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY BK 07219 Pgs 0972 - 973; (2pgs) CLERK'S # 2009075040 RECORDED 07/10/2009 08:39:27 AM RECORDING FEES 18.50 RECORDED BY 6 Harford

**SEMINOLE COUNTY**, a political Subdivision of the State of Florida,

Petitioner,

vs.

en V. Postal agi - en

> GEORGE A. & LISA J. NORBERG PARCEL I.D. NO – 18-21-29-524-0000-1390

> > Respondents.

CASE NO. 08-75 CEB CERTIFIED COPY CLERK OF THE CODE ENFORCEMENT BOARD SEMINOLE COUNTY, EL BY: DATE:

## ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondents is the owner of record of the property (Tax Parcel I.D. # 18-21-29-524-0000-1390) located at 3131 East Windchime Circle, Apopka, located in Seminole County and legally described as follows:

> LEG LOT 139 BEL AIRE HILLS UNIT 2 PB 22 PGS 89-90

This case came on for public hearing before the Code Enforcement Board of Seminole County on July 24, 2008, after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondents in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g), (h) and (l).

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondents did not take certain corrective action by November 30, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on December 3, 2008.

Accordingly, it having been brought to the Board's attention that Respondents have not complied with the Order dated July 24, 2008, the Board orders that a **lien** in the amount of **\$51,750.00** for 207 days of non-compliance at \$250.00 per day, from December 1, 2008 through and including June 25, 2009, be imposed; and the fine shall

continue to accrue at **\$250.00** per day for each day the violations continue or are repeated past February 26, 2009.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 25th day of June 2009, in Seminole County, Florida.

CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

PAUL SLADE

### STATE OF FLORIDA COUNTY OF SEMINOLE

5.0

Ψ,

The foregoing instrument was acknowledged before me this 25th day of June 2009, by Paul Sladek, who is personally known to me.

)

Jane Spencer

Notary Public to and for the County and State aforementioned. My Commission Expires

Notary Public State of Florida Jane Spencer My Commission DD746252 Expires 03/19/2012

#### CODE ENFORCEMENT BOARD SEMINOLE COUNTY, FLORIDA

# **SEMINOLE COUNTY**, a political subdivision of the State of Florida

Petitioner,

VS.

George A. & Lisa J. Norberg

Respondent.

Case No. 08-75-CEB CODE ENFOR SEMINQLE BY DATE

## AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

- 1. That on **July 24, 2009** the Board held a public hearing and issued its Order in the above-styled matter.
- 2. That pursuant to said order, Respondent was to have taken certain corrective action by or before **November 30, 2009.**
- 3. That a re inspection was performed and the Respondent was in compliance on July 9, 2009
- 4. That the re inspection revealed that the corrective action ordered by the Board has been taken in that the violations of trash and debris, uncultivated vegetation and junked or abandoned vehicle have been removed from the property.

FURTHER AFFIANT SAYETH NOT. DATED this 15th day of July, 2009

Joann Tamulonis, Code Enforcement Officer

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this **15th** day of **July, 2009**, by **Joann Tamulonis**, who is personally known to me and who did take an oath.

Notary Public in and for the County and State Aforementioned My commission expires:



MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF BEMINOLE COUNTY BK 07245 Pg 1946; (1pg) FILE NUM 2009095574 RECORDED 08/26/2009 03:29:15 PM RECORDED 08/26/2009 03:29:15 PM RECORDED BY J Eckenroth

#### SATISFACTION OF LIEN AS TO PARTICULAR PARCEL

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-75-CEB, filed against GEORGE A & LISA J NORBERG and filed by and on behalf of Seminole County, on June 25, 2009, and recorded in Official Records Book 07219, Pages 0972 - 0973, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 139 BEL AIRE HILLS UNIT 2 PB 22 PGS 89-90

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

Ву: _____

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. Date:

As authorized for execution by the Board of County Commissioners at their January 26, 2010 regular meeting.

County Attorney

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** <u>Budget Amendment Status Report FY 2009/10 - for the period ending December</u> <u>31, 2009.</u>

<b>DEPARTMENT:</b> Fiscal Services	DIVISION: Budget	
AUTHORIZED BY: Lisa Spriggs	CONTACT: Betty Segal	<b>EXT</b> : <u>7171</u>

#### MOTION/RECOMMENDATION:

Informational Budget Amendment Status Report FY 2009/10 - for the period ending December 31, 2009.

County-wide

Lin Polk

#### BACKGROUND:

Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is a status report for all FY 2009/10 intra-departmental budget amendments approved (under the administrative authority granted) for the period ending December 31, 2009.

# ATTACHMENTS:

1. Budget Amendment Status Report FY09-10

Additionally Reviewed By: No additional reviews

#### DFS REPORT FY 2009/10

	Dete America	Fund Name				From (Object Class)				Transfer	
	Date Approved by County			From Business	To Business Unit		From Project	To Project		Туре	
DFS #	Manager	Department	Division	Unit Name	Name	To (Object Class)	Name	Name	Amount	<b>I(3)(b)</b>	Description
10-01	10/16/09	MSBU Program Community Services	MSBU	075100	010302				\$ 15,346	(vi)	Move Chargebacks from 075100 to 010302
10-02	10/16/09	Disaster Preparedness Fund Public Safety	Emergency Management	055608	055608	Operating Expenditures Capital Outlay			\$ 36,557		Purchase of a backup generator for the County's Special Needs Shelter.
10-03	10/16/09	Water & Sewer Fund Environmental Svc	Water & Sewer	Water Mgmt/ Wastewater Mgmt	Water and Sewer Operations				\$ 22,261,236		Combine 2 Program Budgets into 1, as requested by Finance
10-04	11/17/09	Various Public Works	Various	N/A	N/A	Personal Services Operating Expenditures	N/A	N/A	\$ 35,000		Provide funding for financial consultant from salaries

**SUBJECT:** <u>1. Grant of Utility Easement Agreement Seminole County/ Florida Power and Light ; 2. Conceptual Site Plan</u>

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Alison StettnerCONTACT: Tina WilliamsonEXT: 7375

#### **MOTION/RECOMMENDATION:**

1. Approve the Grant of Utility Easement Agreement and associated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres and authorize the Chairman to execute the aforementioned documents, based on staff findings (Seminole County and Florida Power and Light, applicants); or

2. Deny the Grant of Utility Easement Agreement and associated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres (Seminole County and Florida Power and Light, applicants);

3. Continue the request until a time and date certain.

District 5 Brenda Carey

Alan Willis

### BACKGROUND:

At its meeting on November 10, 2009, the Board of County Commissioners requested a public hearing to review and approve the Grant of Utility Easement Agreement and Conceptual Site Plan for the proposed FPL substation at the Yankee Lake Water Treatment Facility. The County Attorney's Office has prepared the Grant of Utility Easement Agreement in collaboration with staff from Environmental Services and Planning and Development. The subject property has a Future Land Use designation of Public and is zoned A-1 (Agriculture), which permits the proposed use.

#### STAFF RECOMMENDATION:

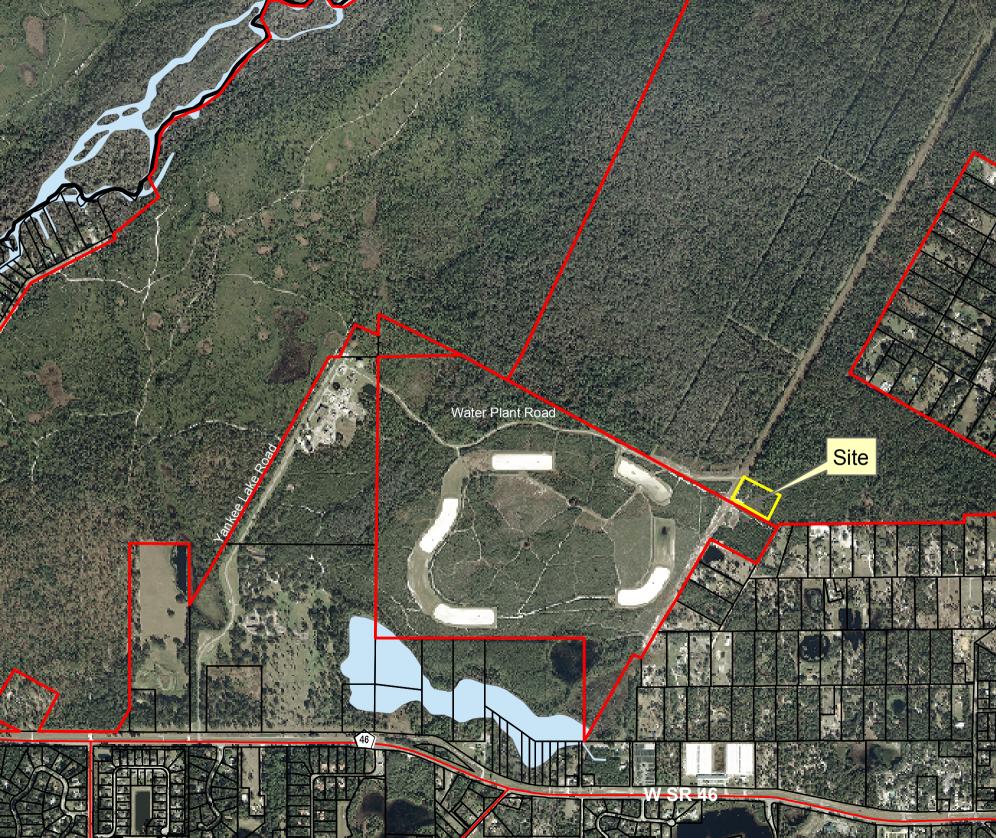
Staff recommends the Board approve the Grant of Utility Easement Agreement and assiciated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatement Facility, on approximately 5.02 acres and and authorize the Chairman to execute the aforementioned documents, based on staff findings.

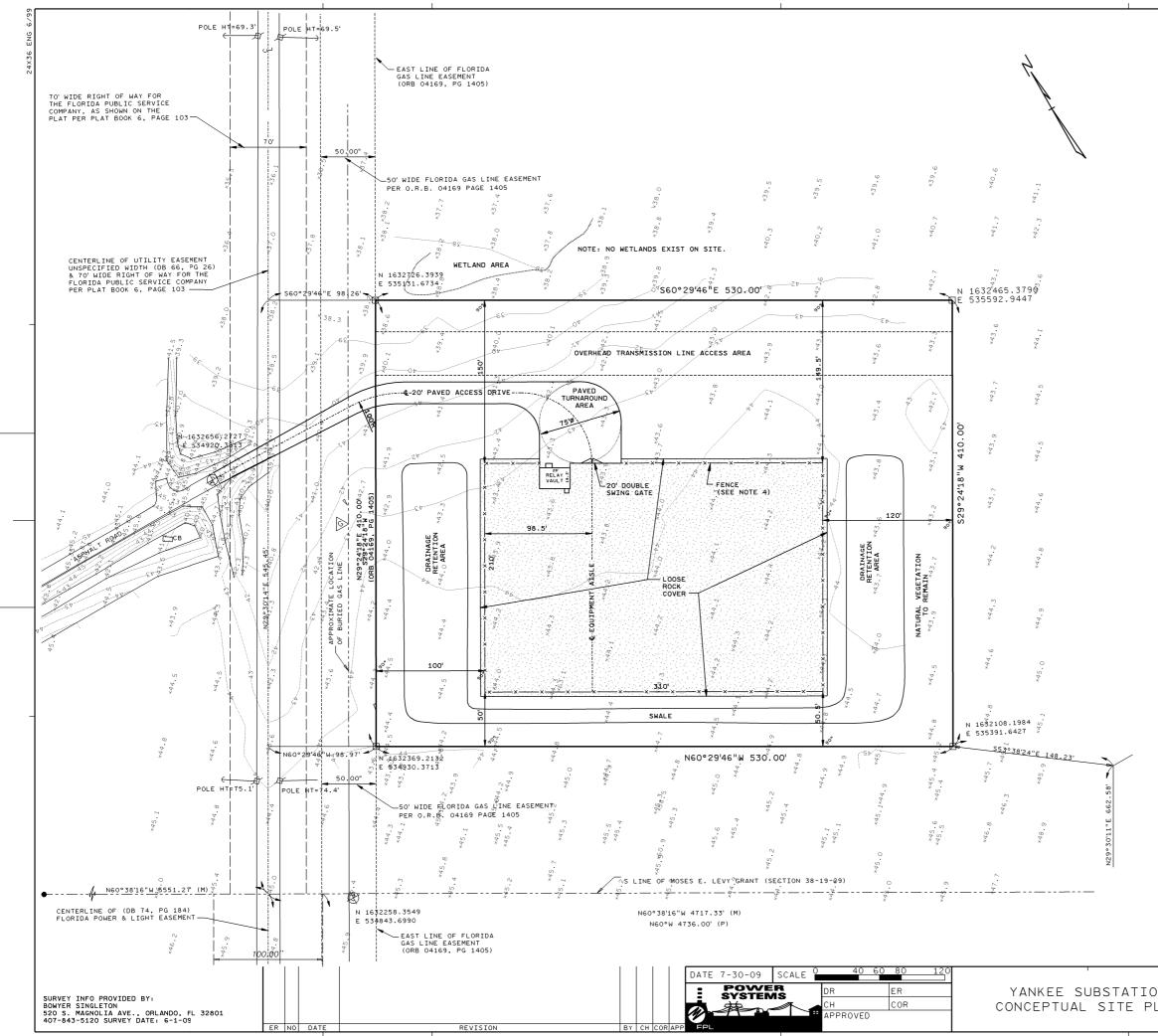
## ATTACHMENTS:

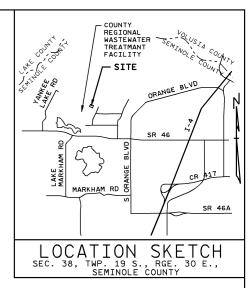
- 1. Maps and Aerials
- 2. Reduced Copy of Site Plan
- 3. Easement Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)







LEGAL DESCRIPTION:

LEGAL DESCRIPTION: THAT PORTION OF SECTION 38, TOWNSHIP 19 SOUTH, RANGE 29 EAST, KNOWN AS THE MOSES E LEVY GRANT, IN SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN N89*30'11'W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 224.89 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A FLORIDA POWER AND LIGHT (FORMERLY KNOWN AS FLORIDA PUBLIC SERVICE COMPANY) EASEMENT RECORDED IN DEED BOOK 74, PAGE 184, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE RUN N29*30'14''E, A DISTANCE OF 3552.48 FEET TO A POINT ON THE SOUTH LINE OF THE MOSES E. LEVY GRANT, SAID POINT LYING NGO*38'16 DISTANCE OF 4,717.33 FEET FROM THE SOUTHEAST CORNER OF SAID GRANT; THENCE CONTINUE N29*30'14''E ALONG THE CENTERLINE OF A 70.00 FOOT WIDE RIGHT OF WAY FOR THE AFOREMENTIONED FLORIDA PUBLIC SERVICE COMPANY, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 103, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 98.26 FEET TO A POINT ON THE EASTERLY LINE OF AS OFOOT WIDE FLORIDA POGE AS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 04168, PAGE 103, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AD DISTANCE OF 98.26 FEET TO A POINT ON THE EASTERLY LINE OF A 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 04168, PAGE 1405, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SGO*29'46''E, A DISTANCE OF 530.00 FEET; THENCE CONTINUE SGO*29'46''E, A DISTANCE OF 530.00 FEET TO THE AFOREMENTIONED EASTERLY LINE OF SAID FLORIDA GAS TRANSMISSION EASEMENT; THENCE ALONG SAID LINE RUN N29°24'18''E, A DISTANCE OF 410.00 FEET TO THE AFOREMENTIONED EASTERLY LINE OF SAID FLORIDA GAS TRANSMISSION EASEMENT; THENCE ALONG SAID LINE RUN N29°24'18''E, A DISTANCE OF 410.00 FEET TO THE AFOREMENTIONED EASTERLY LINE OF SAID FLORIDA GAS TRANSMISSION EASEMENT; THENCE ALONG SAID L

CONTAINS 4.989 ACRES MORE OR LESS.

GENERAL NOTES:

- APPLICANT AND AGENT: JACK MCNEAL FOR FLORIDA POWER AND LIGHT, OWNER & DEVELOPER, TOO UNIVERSE BLVD., PDP/JB. JUNO BEACH, FLORIDA 33408. PHONE (561)694-4860.
- THIS UNMANNED FACILITY WILL BE USED FOR TRANSFORMATION, REGULATION, AND DISTRIBUTION OF ELECTRICITY.
- 3. FPL CERTIFIES THAT THIS FACILITY WILL BE USED ONLY BY EMPLOYEES, AND THE WORK ASSOCIATED WITH HIGH VOLTAGE ELECTRICAL EQUIPMENT CANNOT REASONABLY BE PERFORMED BY HANDICAPPED PERSONS. PURSUANT TO CHAPTER 553.504(1), OF FLORIDA STATUTES, THIS FACILITY IS NOT SUBJECT TO THE ACCESSIBILITY REQUIREMENTS OF THE ADA.
- 4. FENCE SHALL BE 7'-O" CHAIN LINK WITH 6 STRANDS OF BARBED WIRE ON "V" EXTENSION ARMS TO MAKE AN OVERALL TOTAL HEIGHT OF 8'-O".
- 5. THIS FACILITY WILL CONSUME NO UNRECOVERABLE ENERGY AND IS EXEMPT FROM THE FLORIDA ENERGY REVIEW CODE.
- 6. THIS FACILITY WILL GENERATE NO SOLID WASTE.
- 7. THIS IS AN UNMANNED RESTRICTED ACCESS FACILITY. NO FPL EMPLOYEES REPORT TO THIS LOCATION AND MAINTENANCE CREWS WILL PARK INSIDE THE FENCED AREA. THEREFORE, NO PARKING SPACES WILL BE PROVIDED.
- FPL TWO-MAN MAINTENANCE CREWS WILL AVERAGE TWO TRIPS PER MONTH TO THIS FACILITY.
- 9. ZONING DISTRICT: A-1
- 10. ADDRESS: TBD
- 11. PARCEL TAX ID NUMBER: 01-19-29-300-0020-0000
- 12. THIS PROPERTY LIES IN FLOOD ZONE -X

SITE DATA:

OTAL GROSS AREA		4.99	ACRES±
MPERVIOUS AREA		1.80	ACRES±
PEN SPACE/GREEN	AREA	3.19	ACRES±

N _ AN	R090940 090940S1 R0	(SU,G,PP)			
	E-YANØ1				

ENGINEER'S SEA

THIS INSTRUMENT PREPARED BY: SUSAN E. DIETRICH ASSISTANT COUNTY ATTORNEY 1101 EAST FIRST STREET SANFORD, FL 32771 (407) 665-7254

#### GRANT OF UTILITY EASEMENT AGREEMENT SEMINOLE COUNTY/FLORIDA POWER & LIGHT COMPANY

THIS UTILITY EASEMENT is made and entered into this _____ day of _____, 20___, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTOR and FLORIDA POWER & LIGHT COMPANY, a corporation existing under the laws of the State of Florida, whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408, hereinafter referred to as the GRANTEE, and

#### WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration as set forth herein, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its successors, an exclusive easement for ingress and egress access and utility purposes, with full authority to enter upon, construct, operate and maintain, as the GRANTEE and its successors may deem necessary, an electric utility substation including, but not limited to, wires, poles, towers, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for electrical and drainage purposes, appurtenant equipment for the transmission and distribution of electricity, and other uses consistent with the operation of an electric utility substation (all of the foregoing hereinafter referred to as "Facilities"), together with the right from time to time to inspect, maintain, repair, replace, or remove such Facilities or any part thereof over, under, upon and across the following described property, hereinafter referred to as "Easement Area," situate in the County of Seminole, State of Florida, to wit:

#### See Exhibit "A"

attached hereto and incorporated fully herein by reference.

TO HAVE AND TO HOLD said easement for the aforementioned utility and ingress and egress access purposes unto said GRANTEE and its successors, subject to the following terms and conditions.

**GRANTOR AND GRANTEE** further covenant that this grant of easement shall be subject to the following terms and conditions:

1. **GRANTEE** and its successors shall, in accordance with the Arbor Permit required with the Conceptual Site Plan, attached hereto

and incorporated herein as Exhibit "B," have the right to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, or maintenance of the Facilities installed thereon by the GRANTEE and its successors, and the GRANTOR and its successors, agree not to build, construct, or create, or permit others to build, construct, or create any buildings or other structures on said Easement Area. GRANTOR expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written notification to GRANTEE or its successors. GRANTEE agrees that construction staging, if any, needed for its electric utility substation, shall occur within the Easement Area.

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2. GRANTEE shall use the easement only for the construction, installation, operation, and maintenance of an electric utility substation, including, but not limited to, wires, poles, towers, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for electric purposes and drainage purposes, appurtenant equipment for the transmission and distribution of electricity, and other uses consistent with the operation of an electric utility substation all of the foregoing hereinafter referred to as "Facilities", together with the right and privilege from time to time, subject to GRANTOR concurrence, to inspect, repair, replace or remove such Facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including the right to mark the location of any underground Facilities on the Easement Area by above-ground and other suitable markers.

3. **GRANTOR** shall allow access, ingress and egress at all times to GRANTEE, its contractors, employees, agents and invitees to the Easement Area only through Yankee Lake Road and Water Plant Road ("access roads") which grant access to the Easement Area from State Road 46 as depicted in Exhibit "A." GRANTEE shall construct a twentyfive feet (25') wide road across Progress Energy's existing gas line at the entrance of the Easement Area as depicted in Exhibit "A." GRANTEE shall maintain and repair as necessary these access roads. GRANTEE shall remit to GRANTOR a sum equaling one-half of the costs required to replace the two (2) gates located on Exhibit "A," within thirty (30) days of notice from the GRANTOR.

4. **GRANTEE** shall be responsible for relocation, including payment for labor and materials, of the guy wires required by GRANTOR for installation of the pipelines for GRANTOR's Seminole County Regional Water Treatment Facility at Yankee Lake.

5. **GRANTEE** shall be responsible for installing, including payment for labor and materials, of all electrical lines from the initial connection point to the final termination of connection for

all runs, distances and feeder lines for Phase I of the Seminole County Regional Water Treatment Facility at Yankee Lake as depicted on Exhibit "A."

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6. **GRANTEE** shall at all times comply, as determined by GRANTOR, with the Conceptual Site Plan approved by GRANTOR attached as Exhibit "B."

7. **GRANTEE's** use of Easement Area is limited to an unmanned electric utility substation. GRANTEE shall be permitted to access the Easement Area for routine maintenance an average of two (2) times each month during regular daytime business hours only; provided, however that GRANTEE shall be permitted to access the Easement Area during emergency situations as needed.

8. **GRANTEE** agrees that the impervious area of the Easement Area shall not exceed 1.8 acres.

9. **GRANTEE** agrees that the maximum allowable height of the electric utility substation, including all appurtenant structures on the Easement Area, shall not exceed thirty-five feet (35').

10. **GRANTEE** agrees that a twenty-five feet (25') buffer shall surround the entire perimeter of the electric utility substation within the Easement Area excluding the access road to the Easement Area and the stormwater retention ponds. The buffer shall be comprised of a minimum of six (6) Sand Pines for each one hundred (100) linear feet. GRANTEE may utilize existing vegetation to meet the aforementioned planting requirement.

11. **GRANTEE** agrees that the electric utility substation shall not be lighted; provided, however, that GRANTEE shall be permitted to light the electric utility substation during emergency situations as needed.

12. GRANTEE shall neither assign nor lease the Easement Area.

13. **GRANTEE** shall fully comply with all Federal, State and local statutes, codes, ordinances and regulations, including site plan regulations. GRANTEE shall comply with Best Management Practices for Threatened and Endangered Species as set forth in Chapter 68A-27, Florida Administrative Code, with regard to activities occurring on the Easement Area. GRANTEE shall not store on the Easement Area any materials deemed explosive or hazardous by the State of Florida, Department of Environmental Protection.

14. **GRANTEE** shall defend, indemnify and save the GRANTOR harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this easement or in any act or omission in any manner related to said easement irrespective of negligence, actual or claimed, upon the part of the GRANTOR, including all charges, expenses and costs, and attorneys' fees, incurred by the GRANTOR on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the GRANTOR to the GRANTEE, then the aforementioned sum shall be deemed to be such specific consideration and GRANTEE acknowledges the adequacy and sufficiency of said specific consideration. GRANTOR and GRANTEE hereby agree that an action at law may not provide a sufficient remedy for material breaches hereof and therefore, specific performance shall be an available remedy to either party to enforce the provisions hereunder.

15. **GRANTOR and GRANTEE** agree that venue for actions to enforce the provisions hereunder shall be in Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions. GRANTOR and GRANTEE shall each bear its own costs and attorneys fees in any such actions.

16. **GRANTEE** agrees that in the event that it discontinues use of the Easement Area as an electric utility substation, the utility and ingress and egress easements hereby granted shall terminate and the Easement Area shall revert to GRANTOR. GRANTEE further agrees that within one (1) year of discontinuance of said use, it shall remove all Facilities from the Easement Area and leave the Easement Area in a clean condition acceptable to GRANTOR.

THE GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands and seals, the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

BOB DALLARI, Chairman

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

[Signatory page continues on Page 5]

Signed, sealed and delivered In the presence of:

# FLORIDA POWER & LIGHT COMPANY a Florida corporation

By:

Witness

Print Name

Print Name

Witness

Print Name

STATE OF FLORIDA ) COUNTY OF PALM BEACH )

On this _____ day of ____, 20___, before me, the undersigned notary public, personally appeared ______, Director of Corporate Real Estate, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do

IN WITNESS WHEREOF, I hereto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA Print Name: Commission No: My Commission Expires:

SED/dre
01/08/10
Attachments:
 Exhibit "A" - Legal description
 Exhibit "B" - Conceptual Site Plan
P:\Users\Dedge\My Documents\Instruments\FPL Easement At Yankee Lake.Docx

#### LEGAL DESCRIPTION:

A PORTION OF SECTION 38, TOWNSHIP 19 SOUTH, RANGE 29 EAST, KNOWN AS THE MOSES E. LEVY GRANT, IN SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 29, EAST, THENCE RUN N89'30'11"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23. A DISTANCE OF 2524.89 FEET TO A POINT ON THE CENTERLINE OF A FLORIDA POWER AND LIGHT (FORMERLY KNOWN AS FLORIDA PUBLIC SERVICE COMPANY) EASEMENT RECORDED IN DEED BOOK 74, PAGE 184, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N29'30'14"E ALONG SAID CENTERLINE, 3652.48 FEET TO A POINT ON THE SOUTH LINE OF THE MOSES E. LEVY GRANT; THENCE CONTINUE N29'30'14"E ALONG THE CENTERLINE OF A 70 FOOT WIDE RIGHT OF WAY FOR THE AFOREMENTIONED FLORIDA PUBLIC SERVICE COMPANY. AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 302.95 FEET, THENCE RUN S60'29'46"E, 48.68 FEET TO A POINT ON THE WESTERLY LINE OF A 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 04169, PAGE 1405, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S60'29'46"E, 50.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT. THENCE RUN S29'24'18"W ALONG SAID EASTERLY LINE, 25.00 FEET, THENCE RUN N60'29'46"W, 50.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF A 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT, THENCE RUN N29'24'18"E ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,250 SQUARE FEET (0.03 ACRES) MORE OR LESS.

### GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83/90, DERIVING A BEARING OF N89'30'11"W ALONG THE SOUTH LINE OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 29 EAST.

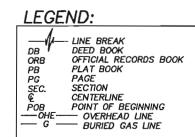
2. THIS IS NOT A BOUNDARY OR TOPOGRAPHIC SURVEY. IMPROVEMENTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY.

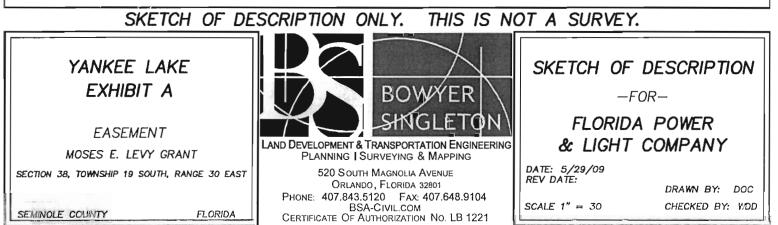
Willia Julia JUNE 10, 2009 WILLIAM D. DONLEY DATE

PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER 5381

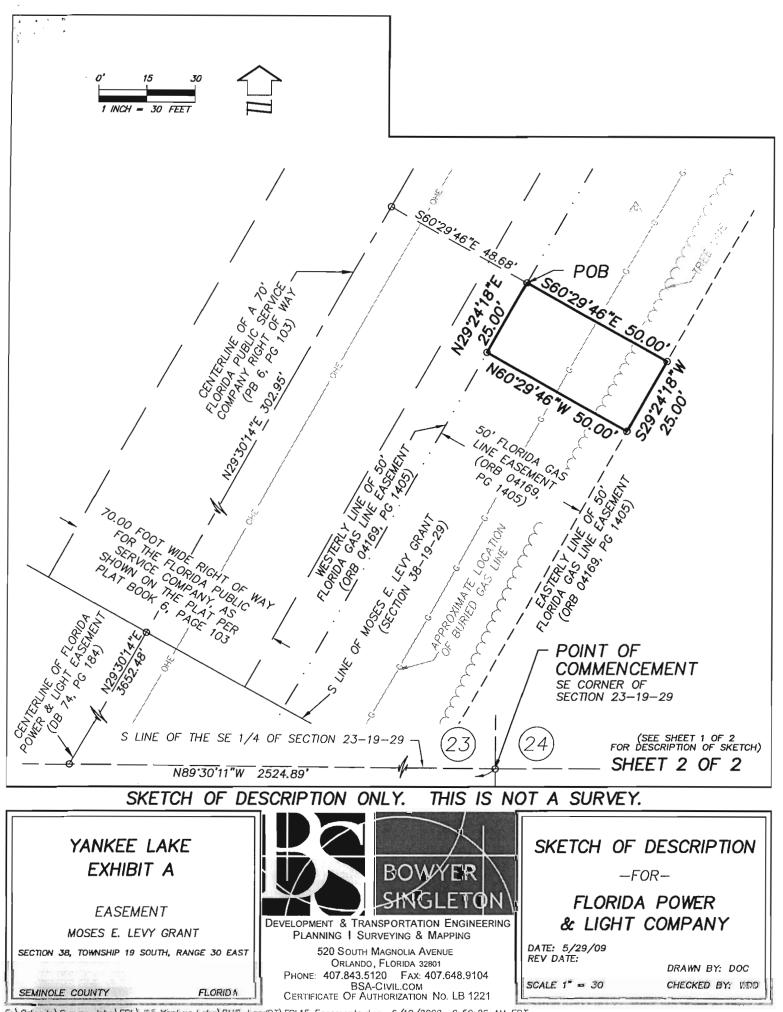
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)

SHEET 1 OF 2

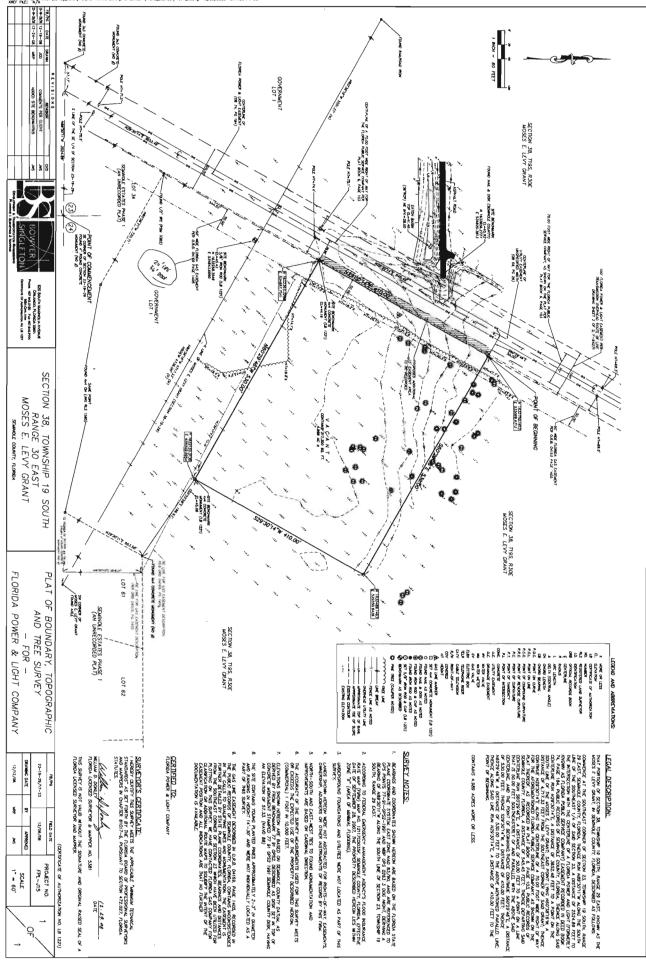




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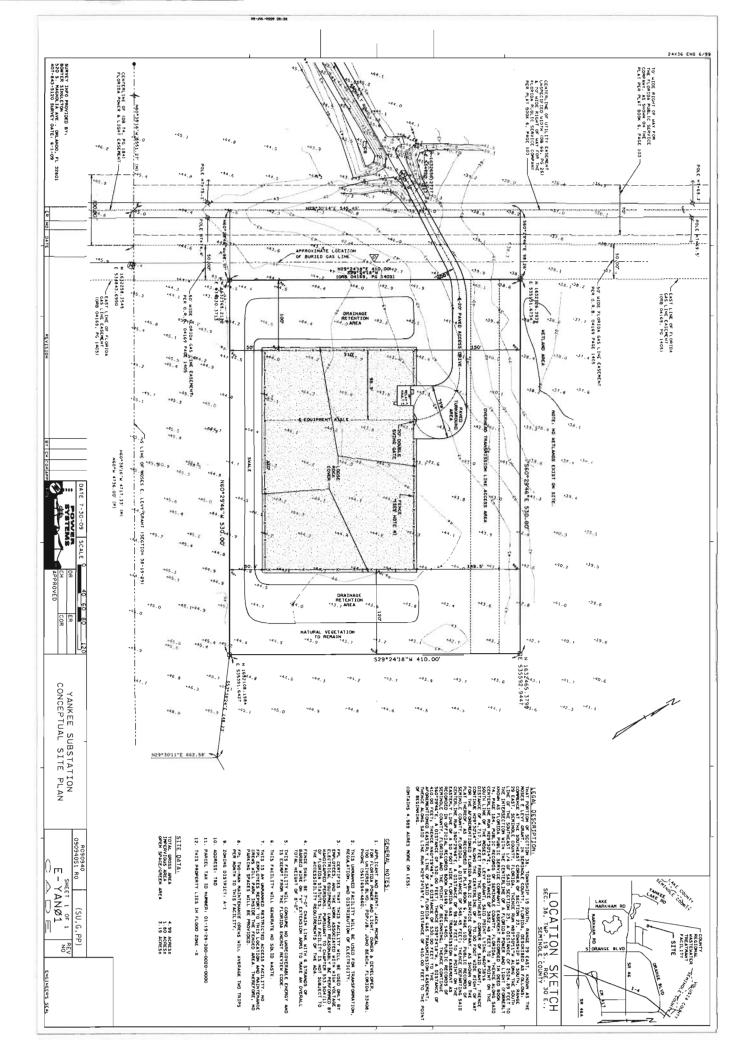


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# EXHIBIT B

# Conceptual Site Plan



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Loma Vista PUD Major Amendment

**DEPARTMENT:** <u>Planning and Development</u> **DIVISION:** <u>Planning</u>

AUTHORIZED BY: Alison Stettner

CONTACT: lan Sikonia

**MOTION/RECOMMENDATION:** 1. Approve the request for a PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive, and authorize the chairman to execute the aforementioned documents, based on staff findings (Mark Clayton, applicant); or

2. Deny the requested PUD Major Amendment to the Loma Vista PUD, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive, and authorize the Chairman to execute the Denial Development Order (Mark Clayton, applicant); or

3. Continue this item until a time and date certain.

District 1 Bob Dallari

lan Sikonia

#### **BACKGROUND:**

The Loma Vista PUD (Planned Unit Development) was originally approved in 1999 as a multiuse Commercial, Industrial and Multi-Family development. A majority of the tracts in the PUD have been developed, except for Tract D due to the location of a wetland area. The applicant is requesting a major amendment to the PUD by proposing an additional access point for Tract D. The Seminole County Land Development Code Section 30.448 requires that any application "which affects the intent and character of the development, land use pattern, the location or dimensions of major streets .....shall be reviewed and approved by the Board of County Commissioners".

The current access road located on Via Loma Drive is not suitable to access Tract D-1. There is an existing wetland located within Tract D-1 which does not make it feasible to allow access to the lot. Since the PUD is requesting cross access with a parcel not located within the PUD, the developer commissioned a letter from the adjoining property owner whom is in agreement with the proposed access point. A copy of the letter from the adjoining property owner in agreement is attached to this agenda item.

The proposed cross access point for Tract D-1 would allow for the developer to construct a building with more suitable access than what was originally approved for this tract. Staff feels that the proposed access is suitable for the development of the tract, it will decrease the footprint of the development, and not cause a hardship to the adjoining property owner or the surrounding neighborhood.

### PLANNING AND ZONING COMMISSION RECOMMENDATION:

**EXT:** 7398

The Planning and Zoning Commission voted 7 to 0 to recommend approval of the requested PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive, based on staff's findings.

### **STAFF RECOMMENDATION:**

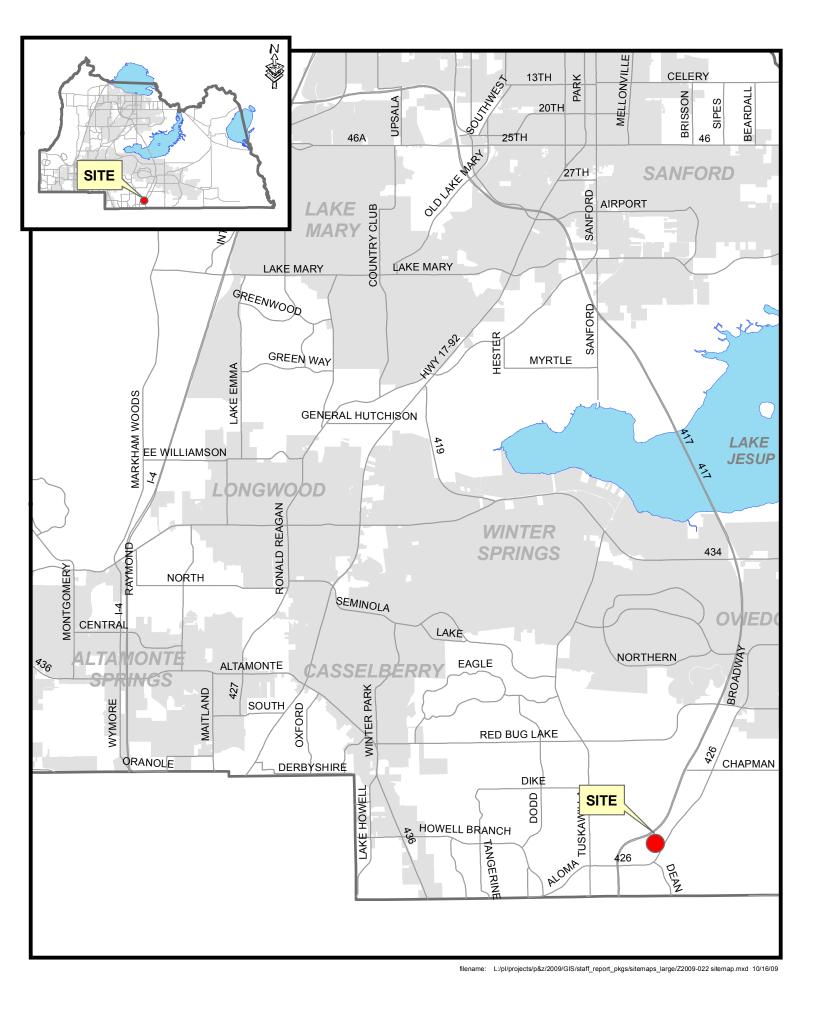
Staff recommends the Board approve the requested PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive.

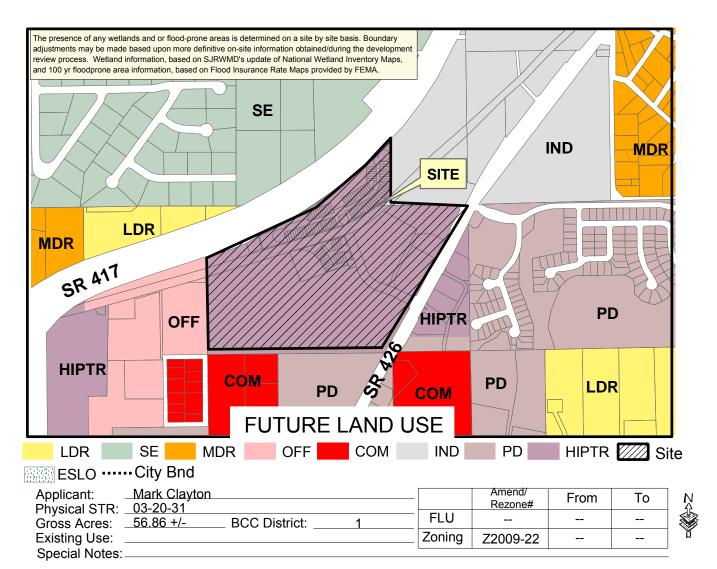
## ATTACHMENTS:

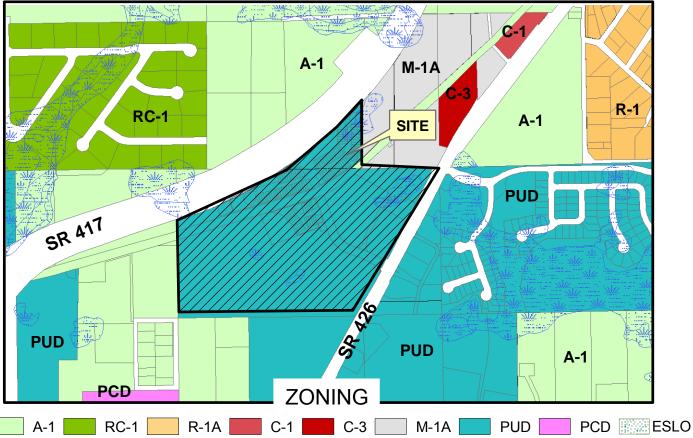
- 1. Location Map
- 2. Future Land Use and Zoning Map
- 3. Aerial Map
- 4. Final Master Plan
- 5. Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement
- 6. Letter of Support
- 7. Original Loma Vista PUD Developers Commitment Agreement
- 8. Denial Development Order
- 9. Ownership Disclosure Form
- 10. Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



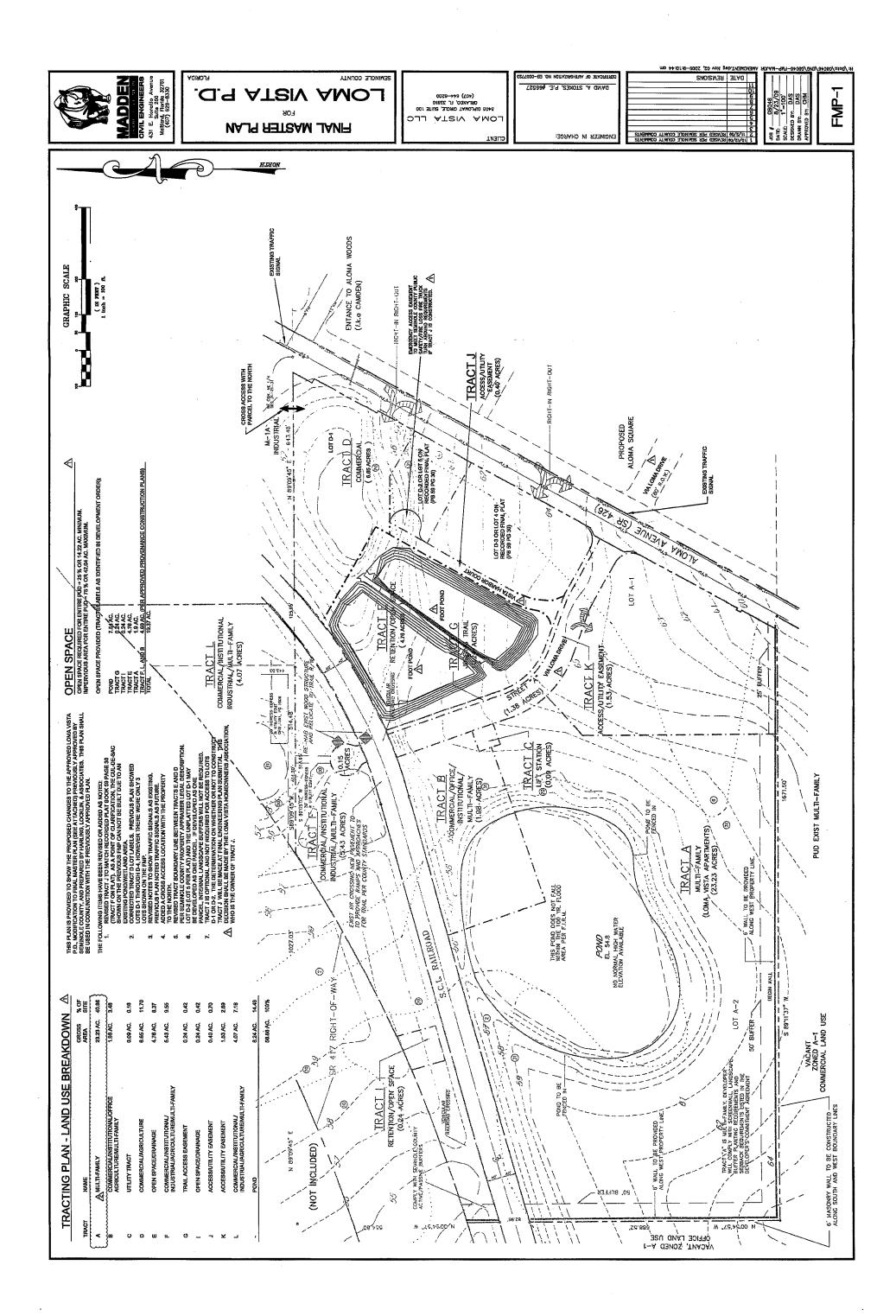




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## Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement

This Addendum is relative to and amends certain provisions of the Final Master Plan in that document entitled, "Loma Vista PUD Developer's Agreement" (hereinafter, the "Agreement") executed on October 28, 2003; and recorded in the Official Records of Seminole County, Florida, on November 10, 2003 at Book 05093, Pages 1750 to 1763.

This Addendum augments the Agreement (in its current form), and all terms and definitions of said Agreement are binding hereto. Where this Addendum otherwise may materially conflict with the Agreement, the terms and definitions of the Agreement shall prevail and be applied.

This addendum pertains solely to the Final Master Plan described in the Developers Commitment Agreement as described in the Legal Description attached as Exhibit A. This addendum provides for an additional access point which is shown on the north property line of Tract D as shown in Exhibit B.

#### DONE AND ORDERED ON THIS 26th DAY OF JANUARY, 2010

By:

Bob Dallari, Chairman Seminole County Board of Commissioners

#### OWNER'S CONSENT AND COVENANT

COMES NOW the owner, Loma Vista LLC, on behalf of itself and its agents, successors, assigns, or transferees of any nature whatsoever and consents to, agrees with, and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Addendum.

Loma Vista LLC

Witness

By: Mark Clayton

Witness

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____ 2010 by Mark Clayton of the Loma Vista LLC, who is personally known to me or who presented a Florida Drivers License as identification and who took an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____day of _____, 2010.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

#### EXHIBIT A

#### LEGAL DESCRIPTION

THE EAST 7/8 OF THE NORTH ½ OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING WEST OF STATE ROAD NO. 426 AND SOUTHERLY OF THE EASTERN BELTWAY, LESS: THE FLORIDA RAILS TO TRAIL (FORMERLY THE CSX RAILROAD)

#### AND

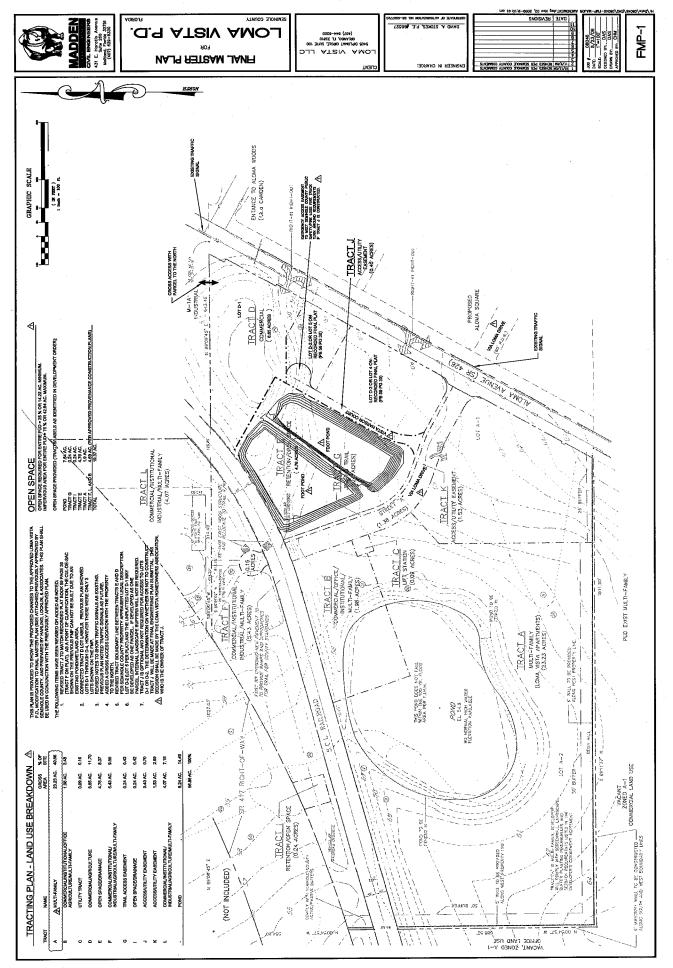
THE WEST ½ OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTHERLY OF THE EASTERN BELTWAY AND NORTHERLY OF THE FLORIDA RAILS TO TRAIL.

CONTAINING 56.86 ACRES, MORE OR LESS.

# Exhibit B

Final Master Plan

(See Attached Pages)



# AK Joint Ventures

October 14, 2009

To Whom It May Concern:

Please let it be known that AK Business Park does support the driveway connection with Loma Vista and intends to enter into a shared use and access agreement with Loma Vista once final approval is received by Seminole County. If you should have any questions or concerns about this issue please don't hesitate to contact me at 407-365-6950 or email george@generalcaulking.com.

Sincerely,

Georgé Kanistras Owner AK Business Park

Commonwealth of Florida

County of Seminole

On this, the 14th day of October, 2009, before me a notary public, the undersigned officer, personally appeared George Kanistras, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Malule G. Welly Novery Public



3004 Kananwood Court, Suite 140 Oviedo, Florida 32765 Phone: 407-365-6950*Fax: 407-365-6927

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MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY BK 05093 PG 1750 CLERK'S # 2003201602 RECORDED 11/10/2003 11:53:36 AM RECORDED 11/10/2003 11:53:36 AM RECORDED BY J Eckenroth DEEMIENT

COMA VISTA P.U.D.

FINAL MASTER PLAN RECORDED BY J Eckenroth DEVELOPER'S COMMITMENT AGREEMENT

#### AMENDED OCTOBER 28, 2003

### COMMITMENTS, CLASSIFICATIONS, AND DISTRICT DESCRIPTION APPROVED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

### I. LEGAL DESCRIPTION

THAT PORTION OF THE EAST 7/8 OF THE NORTH 2 OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA LYING WESTERLY OF STATE ROAD 426 AND SOUTHEASTERLY OF THE EXPRESSWAY BELTWAY; LESS THE RIGHT-OF-WAY FOR THE SEABOARD COASTLINE RAILROAD.

AND

RETURN TO SANDY MCCANN

THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA LYING SOUTHERLY OF THE EASTERN BELTWAY AND NORTHERLY OF THE FLORIDA RAILS TO TRAILS.

CONTAINING 56.86 ACRES MORE OR LESS.

### II. <u>PROPERTY OWNERS</u>

Clayton Investments, Ftd. Clayton Investments II, Ltd. Seminole Co. Loma Vista Partners, Ltd.

CERTIFIED COPY MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FLORIDA Da DEPUTY CLERK

### III. STATEMENT OF BASIC FACTS

A. Total Area:

B. Zoning:

C. Density of Residential Tracts B, D, F, & L

(as listed below):

56.86 Acres

Planned Unit Development

20 dwelling units per acre or 480 dwelling units maximum

Loma Vista PUD Developers Agreement

Revised 9-19-03

- D. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- E. The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.
- F. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners are as follows:

### IV. TRACTING PLAN – LAND USE BREAKDOWN

Tract	Name	Max. # of Dwelling Units	Gross Area	% of Site
А	Multi-Family	382	23.33	41.03%
В	Commercial/Institutionai/ Multi-Family	29	2.08	3.66%
С	Lift Station		0.09	0.16%
D	Commercial		5.10	8.97%
Е	Retention/Open Space		5.92	10.41%
F	Commercial/Industrial/Multi-Family	95	5.53	9.73%
G	Jogging Trail		0.34	0.60%
1	Open Space/Drainage		0.34	0.60%
J	Access/Utility Easement		0.79	1.39%
K	Access/Utility Easement		1.63	2.87%
L	Commercial/Industrial	69	4.17	7.33%
	Pond		7.54	13.25%
	TOTAL		56.86	100%

### V. OPEN SPACE CALCULATIONS

Open space shall be provided at an overall rate of 25%, or a minimum of 14.12 acres throughout the entire PUD. A lake will serve as the major open space element for the PUD, designed to serve both this project and the Seminole County Trail. Remaining open space (as listed below) is achieved through active recreation, passive recreation and other green

space in the PUD, subject to approval by the Planning Manager during final site plan approval.

Total Land Area: 56.86 acres, less 0.4 acres SR 426 R/W = 56.46 gross acreage

Required Open Space: 25% = 56.46 acres x 0.25 = 14.12 acres open space

The Open Space/Lake Tract "E" shall be encumbered as a permanent easement. Maintenance of the Open Space/Lake Tract shall be funded equitably by all property owners within the PUD. Other Open Space within each tract shall be owned and maintained by the individual property owners.

#### Open Space Provided:

Tract "A" – Active/Passive Recreation facilities required for multi-family uses within this Tract include: one (1) swimming pool, one (1) clubhouse, (1) tot lot, one (1) swing set, one (1) slide, one (1) grassed sports field, one (1) basketball goal and a landscaped berm along SR 426 1.9 acres

### VI. BUILDING SETBACKS

### COMMERCIAL USE:

Front	5'
Side External (PUD North & West perimeter)	5'
Side Internal (PUD internal lot line)	)'
Rear	)'
Adjacent to A-1 zoned property at the Western perimeter of the	
PUD	5'
Adjacent to Aloma Bend MFR on Southper Sec 30.1232 LDC	
Adjacent to internal MFR (PUD internal lot line) 25	
Maximum Building Height	)'

### **INDUSTRIAL USE:**

Front	
Side External (PUD North & West perimeter)	
Side Internal (PUD internal lot line)	
Adjacent to Aloma Bend MFR on south	
Rear	
Maximum Building Height	

## INSTITUTIONAL USE:

Front	. 25'
Side	. 10'
Rear	. 20'
Adjacent to A-1 zoned property at the Western perimeter of the	
PUD	. 75'
Adjacent to Aloma Bend MFR on south per Sec 30.1232 I	
Maximum Building Height	. 35'

## MULTI-FAMILY USE:

Front	25'
Side	10'
Rear	20'
Adjacent to A-1 zoned property at the Western perimeter of the	
PUD	75'
Adjacent to Aloma Bend MFR on south	20'
Maximum Building Height	35'

#### VII. PERMITTED USES

#### COMMERCIAL TRACTS (B, D, F, & L):

All permitted and conditional uses allowed in C-1 zoning classification, plus hotels, motels, minor auto/truck repair, personal self-storage, vehicle oil lubrication shops, convenience stores with gas pumps as an accessory use, car washes, auto/truck/trailer rental, schools and colleges.

#### INDUSTRIAL TRACTS (B, F, & L):

All permitted and conditional uses allowed in the C-3 and M-1A zoning classifications.

#### INSTITUTIONAL TRACTS (B, F, & L):

Schools and colleges, nursing homes, adult congregate living facilities, assisted living facilities, fraternities/sororities, day care centers and churches.

#### MULTI-FAMILY TRACTS (A, B, F, & L):

All permitted and conditional uses within the R-4 zoning classification.

#### VIII. MULTIPLE LAND USE RESTRICTIONS

- 1. If any portion of Tract "B", "F" or "L" is used for commercial uses, then the remainder of such Tract may only be used for commercial uses.
- 2. If any portion of Tract "B", "F" or "L" is used for multi-family or industrial purposes, then the remainder of such Tract may only be used for multi-family or institutional purposes.

#### IX. LANDSCAPE & BUFFER CRITERIA

1. Landscape Buffers shall comply with the following:

COMMERCIAL USES:

Front	5' min., 10' avg.
SR 426	5' min., 10' avg.
Side	
Rear	
Adjacent to A-1 zoned property a the PUD:	t perimeter of

per Sec 30.1232 LDC

Loma Vista PUD Developers Agreement Revised 9-19-03

#### FILE NUM 2003201602 OR BOOK 05093 PAGE 1755

· · · · · · · · · · · · · · · · · · ·	Adjacent to Aloma Bend MFR on South per Sec 30.1232 LDC Adjacent to internal MFR 10' with 6' masonry wall
INDUSTRIAL USES:	Front
INSTITUTIONAL USES:	Front
MULTI-FAMILY USES:	-Front

- 2. Any outside storage or mechanical repair facilities shall be screened from view from adjacent properties and rights of ways.
- 3. Landscape materials type and size shall conform to Seminole County Land Development Code specifications.

### X. DEVELOPMENT COMMITMENT

The following conditions shall be met by the owners prior to certificate of occupancy being issued:

- 1. The Owners shall dedicate by warranty deed right-of-way to provide a 50' one-half right-of-way along SR 426.
- 2. Internal roadway section of Street "A" shall be at least fifty feet (50') wide with a curb and gutter section.
- 3. The Owners shall fund a pro-rata share of cost of design, permit & construction for signalization at SR 426 and Street "A", when warranted, as determined by the County Engineer.
- 4. Design of the intersection at SR 426 and Street "A" shall comply with Seminole County Transportation Standards. Right-of-way needed for the improvement shall be dedicated by the Owners.
- 5. Parking spaces in industrial or commercial Tracts shall be a minimum of ten feet (10') wide by eighteen feet (18') deep, provided an overhang of two feet (2') is added to the abutting sidewalk or buffer. Parking spaces in multi-family and institutional Tracts shall be a minimum of nine feet (9') wide by eighteen feet (18') deep, provided an overhang of two feet (2') is added to the abutting sidewalk or buffer.
- 6. A sidewalk of five feet (5') in width shall be constructed along SR 426 adjacent to the site to be constructed prior to issuance of Final Certificate of Occupancy within the PUD.
- 7. A sidewalk four feet (4') in width shall be constructed along the South side of internal Street "A" to provide internal pedestrian access between multi-family and non-residential Tracts.
- 8. A concrete or asphalt Trail connector six feet (6') in width shall be provided along the North side of internal Street "A" (via Loma Place) and provide external pedestrian access between SR 426 and the Cross Seminole Trail (CST).
- 9. The Owners of Tract A shall grant an easement to Seminole County between the CST and Tract "G" to allow mutually acceptable recreational trail amenities consistent, however, with the plans for the CST as determined by the Planning Manager.
- 10. The crossing of Street "A" (via Loma Place) at the Seminole County Trail shall comply with trail crossing standards. Final details to be determined by the County Engineer at time of roadway construction plan review and approval.
- 11. Covered picnic area shall include components or replicas of historic structure and brass plaque providing historical information and shall be placed within the Seminole County Trail right-of-way prior to completion of the trail.

- 12 Owners of Tract A shall dedicate a sixty foot (60') wide access easement over Tract "G" from the old CSX right-of-way (the CST) to the lake.
- 13. The Owners of Tract A shall dedicate a twenty (20') wide access easement over Tract "J" adjacent to the CST.
- 14. The developers of the Loma Vista Apartments shall pay a total of \$159,677,50, in lieu of the following conditions:
  - a. Developer shall install two (2) benches at the lake shore. Installation shall occur prior to completion of the Seminole County Trail.
  - b. Owners shall furnish two (2) air pumps, three (3) bike racks, and two (2) picnic tables adjacent to the covered picnic area. Installation shall occur prior to completion of the Seminole County Trail.
  - c. Developer shall install two (2) benches at the lake shore. Installation shall occur upon completion of the Cross Seminole Trail crossing by Street "A" or completion of the Trail, whichever occurs first.
  - d. The Owners shall install one (1) bench for Seminole County trail users. Installation shall occur upon completion of the Seminole County Trail.
  - e. The Owners shall provide water and sewer stub-outs at the intersection of CST and Street "A" at time of construction of the Seminole County Trail crossing by Street "A".
  - f. A drinking fountain and water service for irrigation along the CST.
- 15. The Owners shall reserve a fifty (50') foot one-half (½) right-of-way along SR 426 adjacent to Tract A and A-1 as shown on the approved Master Plan. (Completed)
- 16. Internal roadway section of Street "A" shall be at least fifty feet (50') wide with a curb and gutter section.
- 17 The Owners of Tract A shall provide an easement to Seminole County between Seminole County Trail and Tract "G" Lot "5B" to allow mutually acceptable recreational Trail amenities consistent, however, with the plans for the Seminole County Trail as determined by the Comprehensive Planning Manager.
- 18. The crossing of Street "A" (via Loma Place)_at the Seminole County Trail shall comply with County Trail Crossing Standards. Final details to be determined by the County Engineer at time of roadway construction plan review and approval.
- 19. Owners of Tract A shall dedicate a twenty foot (20') wide access easement over Tract "A" adjacent to the CST and install one (1) bench for Seminole County Trail users. Installation shall occur upon completion of the Seminole County Trail.

- 20 Owners of Tract A shall provide a potable water service and drinking water fountain at the covered picnic area. Installation shall occur prior to the completion of the Seminole County Trail.
- 21. Owners of Tract A shall provide a Landscape Buffer adjacent to CSX right-of-way. Installation shall occur upon completion of the Seminole County Trail.
- 22. Owners shall provide water and sewer stub-outs at the intersection of CST and Street "A" at time of construction of the Seminole County Trail crossing by Street "A" (Via Loma Place).

### XI. PUBLIC FACILITIES

The Owners have submitted the property for a concurrency review. Among conditions relating to concurrency public facilities are the following:

#### WATER:

Water service will be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

### SANITARY SEWER:

Central sanitary sewer will be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

#### STORM DRAINAGE:

Stormwater drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and St. John's River Water Management District's stormwater regulations.

#### FIRE PROTECTION:

The Owners of Tract A shall install a fire hydrant at the Southwest corner of the site, accessible to the adjacent properties. Fire protection will by provided by Seminole County. Fire flow will be a minimum of 1,250 G.P.M. with 20 P.S.I. Fire hydrant shall be located according to Seminole County regulations.

### XII. STANDARD PROVISIONS

- 1. All development shall fully comply with all of the codes and ordinances in effect in Seminole County (unless stated otherwise herein) at the time of issuance of permits including all impact fee ordinances.
- 2. This development order touches and concerns the aforedescribed property and the conditions, commitments and provisions of the development order shall perpetually burden, run with and follow the

said property and be-servitude upon and binding upon said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.

3. The terms and provisions of the development order are not severable and in the event any portion of this development order shall be found to be invalid or illegal then the entire development order shall be null and void.

# DONE AND ORDERED ON THE 14th OF OCTOBER, 2003.

BY:

Daryl G. McLain Chairman of Seminole County Board of County Commissioners

Loma Vista PUD Developers Agreement Page 10 of 13

Revised 9-19-03

#### **OWNERS' CONSENT AND COVENANT**

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COMES NOW, the Owner, Clayton Investments, II, Ltd. by, W. Malcolm Clayton, Managing Member on behalf of its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES: Witness (Sign and print name)

LINDA DODGE Witne (Sign and print name) JOOD

OWNER

Clayton Investments II, Ltd. By WMC Management LLC / General Partner, W. Malcolm Clayton, Managing Member

#### Acknowledgement

STATE OF FLORIDA COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this 29th day of _______, 2003, by W. Malcolm Clayton the managing member of WMC Management LLC.,, who is personally known to me or who have produced their Florida Driver's License as identification.

Notary Public Print Name: My Commission expires:

> LINDA S. DOOGE NOTARY PUBLIC STATE OF FLORIDA COMMISSION #DD111385 EXPRES \$/17/2006 BONDED THROUGH 1-888-NOTARY1

#### OWNERS*CONSENT AND COVENANT

COMES NOW, the Owner, Clayton Investments, Ltd. by W. Malcolm Clayton, Managing Director on behalf of its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES: Witness (Sign and print name)

CINDIT S DODGE

STATE OF FLORIDA

Witne[®] Sign and ime) 200

OWNER:

Clayton Investments, Ltd. by: WMC Management, LLC, / General Partner W. Malcolm Clayton, Managing Member

#### Acknowledgement

COUNTY OF SEMINOLE } The foregoing instrument was acknowledged before me this day of _______, 2003, by W. Malcolm Clayton the Managing Member of WMC Management, LLC, who is personally known to me or who have produced their Florida Driver's License as identification.

> LINDA S. DODGE NOTARY PUBLIC STATE OF FLORIDA COMMISSION #DD111385 EXPIRES \$/17/2006 BONDED THROUGH 1-888-NOTARY1

Notary Public

Print Name: My Commission expires:

### OWNERS¹ CONSENT AND COVENANT

COMES NOW, the Owner, Seminole Co. Loma Vista Partners, Ltd. on behalf of its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

Witness (Sign and print name) Peter J. Heckman

Sign and prin t name) Joos Ste



Seminole County Loma Vista Partners, Ltd.

By: CED Capital Holdings XIII Ltd., General Partner

By: CED Capital Holdings XIII Inc., General Partner

By: Alan Ginsburg, President

#### Acknowledgement

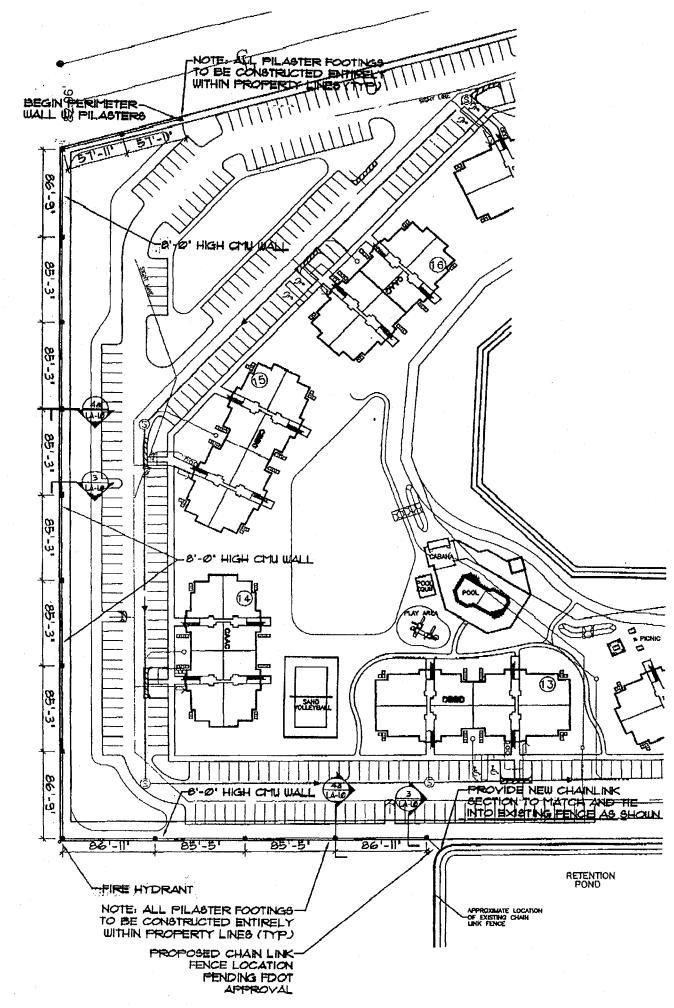
STATE OF FLORIDA COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this  $2q^{\mu}$  day of <u>Oct</u>  $3s^{\mu}$ , 2003, by Alan Ginsburg, President of CED Capital Holdings XIII, Inc,. who is personally known to me or who have produced their Florida Driver's License as identification.

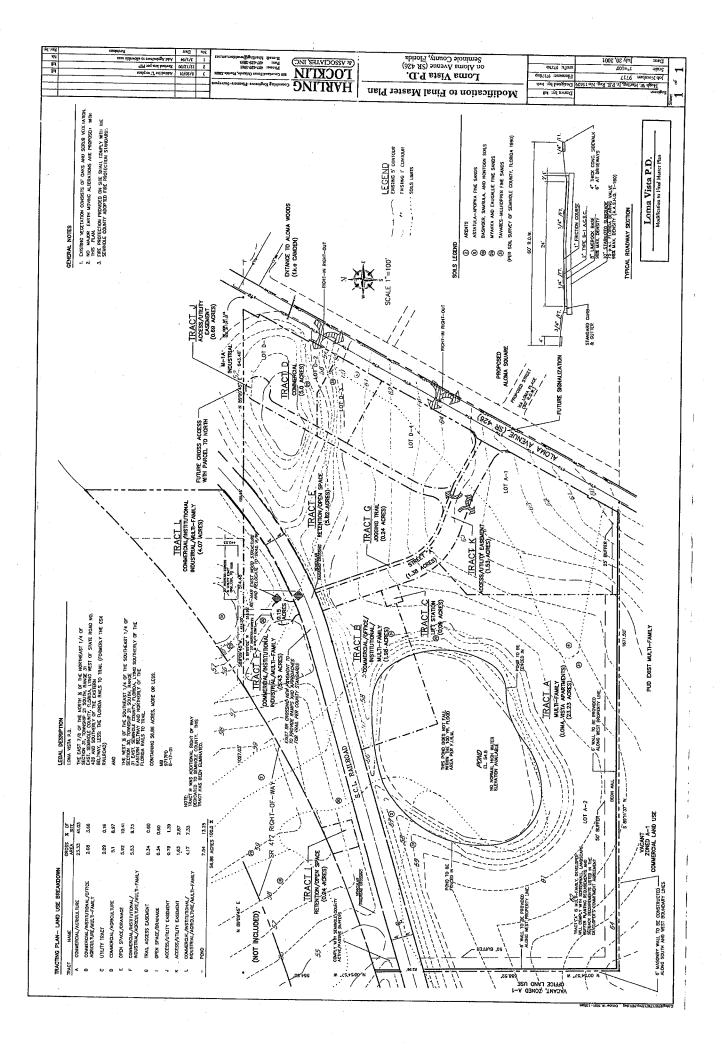
icky Sue Popejoy ly Commission DD007999 Dires March 19, 2006

Notary Public ( Print Name:

My Commission expires:



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### SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On January 26, 2010, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

#### See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

**Property Owner(s):** 

Loma Vista, LLC 5405 Diplomat Circle, Suite 100 Orlando, FL 32810

Project Name: Loma Vista PUD

**Requested Development Approval:** Request for a PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive.

The Board of County Commissioners has determined that the request for a PUD Major Amendment to the Loma Vista PUD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Loma Vista PUD Major Amendment" and all evidence submitted at the public hearing on January 26, 2010, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD Major Amendment should be denied.

#### ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT: The aforementioned application for development approval is DENIED. Done and Ordered on the date first written above.

### SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Bob Dallari, Chairman

### EXHIBIT "A"

### LEGAL DESCRIPTION

THE EAST 7/8 OF THE NORTH ½ OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING WEST OF STATE ROAD NO. 426 AND SOUTHERLY OF THE EASTERN BELTWAY, LESS: THE FLORIDA RAILS TO TRAIL (FORMERLY THE CSX RAILROAD)

AND

THE WEST ½ OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTHERLY OF THE EASTERN BELTWAY AND NORTHERLY OF THE FLORIDA RAILS TO TRAIL.

CONTAINING 56.86 ACRES, MORE OR LESS.

#### SEMINOLE COUNTY **APPLICATION & AFFIDAVIT**

#### **Ownership Disclosure Form**

The owner of the real property associated with this application is a (check one) Corporation

Individual

□ Land Trust

Limited Liability Company D Partnership

Other (describe): _____

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER
		· · · · · · · · · · · · · · · · · · ·

#### (Use additional sheets for more space.)

2. For each corporation, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent 2% or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are not traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST
CLAYTON, MARK A 5405 DIPLOMAT CIRCLE, STE ORLANDO FL 32810	100	ON INVESTMENTS, LTD. DIPLOMAT CIR SUITE 100 NDO FL 32810	·····
CLAYTON, KENNETH M 1065 MAITLAND CENTER CON MAITLAND FL 32751	MONS BLVD5405 D	ON, CRAIG H IPLOMAT CIRCLE, STE 100 NDO FL 32810	

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST
}			

(Use additional sheets for more space.)

#### SEMINOLE COUNTY APPLICATION & AFFIDAVIT

4. For <u>partnerships</u>, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST
Loma Vista LLC	5405 Diplomat Cir., Ste. 100	100
	Orlando, FL 32810	
	,	

#### (Use additional sheets for more space.)

5. In the circumstances of a <u>contract for purchase</u>, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, or partnership, provide the information required for those entities in paragraphs 2, 3, and/or 4 above.

Name of Purchaser: ____

NAME	ADDRESS	% OF INTEREST
·····		
·		

Date of Contract:

Please specify any contingency clause related to the outcome of the consideration of the application.

- 6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
- 7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

Date

STATE OF FLORIDA COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this  $\checkmark$ 

OR Produced Identification

day of

wner, Agent, Applicant Signature

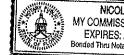
Mark A.

Clayton

200 Dby MArk

andon 6 Signature of Notary Public

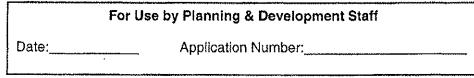
Print, Type or Stamp Name of Notary Public



NICOLE MARTIN MY COMMISSION # DD 569703 EXPIRES: August 5, 2010 Bonded Thru Notary Public Underwriters

Personally Known

Type of Identification Produced ____



Rev. 11/08 Ref. Ord. #2007-23

### MINUTES FOR THE SEMINOLE COUNTY LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION JANUARY 6, 2010

<u>Members present</u>: Walt Eismann, Melanie Chase, Kimberly Day, Rob Wolf, Matt Brown, Michael Bowdoin and Dudley Bates.

### Members absent: None

**<u>Staff present</u>**: Alison Stettner, Planning and Development Manager; Tina Williamson, Assistant Planning Manager; Kathleen Furey-Tran, Assistant County Attorney; Lee Shafer, Principal Engineer, Development Review Division; Dick Boyer, Senior Planner, Planning Division; Jeffrey Hopper, Senior Planner, Planning Division; Ian Sikonia, Senior Planner, Planning Division; Joy Williams, Planner, Planning Division; Brian Walker, Senior Planner, Development Division; and Connie R. DeVasto, Clerk to the Planning and Zoning Commission.

### Public Hearing Items:

**C.** <u>Loma Vista PUD Major Amendment</u>; Mark Clayton, applicant; 56.86 acres; Request for a PUD Major Amendment to the Loma Vista PUD and Addendum #1 to the Loma Vista PUD Developer's Commitment Agreement, containing 56.86 acres, located west of the intersection of SR 426 and Via Loma Drive. (Z2009-22)

District 1 - Dallari Ian Sikonia, Senior Planner

**Ian Sikonia, Senior Planner** - presented this item and stated that the Loma Vista PUD was originally approved in 1999 as a multi-use Commercial, Industrial and Multi-Family development. A majority of the tracts in the PUD have been developed, except for Tract D due to the location of a wetland. The Applicant is requesting a major amendment to the PUD by proposing an additional access point for Tract D.

The current access road is located on Via Loma Drive and is not suitable to access Tract D. There is an existing wetland located within Tract D which does not make it feasible to access that lot. Since the PUD is requesting cross access with a parcel not located within the PUD, the developer commissioned a letter from the adjoining property owner whom is in agreement with the access point. A copy of the letter from the adjoining property owner in agreement has been attached to the agenda report.

The proposed cross access point for Tract D would allow for the developer to construct a building with more suitable access than what was originally approved for in this tract. Staff feels that the proposed access is suitable for the development of the tract and would not cause a hardship to the adjoining property owner or the surrounding neighborhood.

Staff has received no letters of support or opposition to the proposed PUD Major Amendment and recommends approval of this request.

The Applicant was available for questions but did not wish to speak at this time.

No one spoke in favor or opposition to this request from the audience.

## Commissioner Wolf made a motion to approve this request.

## Commissioner Brown seconded the motion.

The motion passed unanimously 7 – 0.

### 1/26/2010

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Legislative Update

**DEPARTMENT:** <u>County Manager Office</u>

DIVISION: Business Office - CMO

AUTHORIZED BY: Joe Forte

CONTACT: Sabrina O'Bryan EXT

EXT: <u>7224</u>

# MOTION/RECOMMENDATION:

Approve legislative priorities.

### County-wide

Sabrina O'Bryan

## BACKGROUND:

Consider legislative issues and priorities including the radio conversion project from analog to digital.

Attachment will be provided prior to the BCC meeting.

## **STAFF RECOMMENDATION:**

Staff recommends Board approval of legislative priorities.

Additionally Reviewed By: No additional reviews