

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, MARCH 13, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- **Invocation**
- **Pledge of Allegiance**

Awards and Presentations:

1. **Resolution** – Honoring Walt Eismann, Debra Wert, April Boswell and Candace Hudson for their quick thinking and well coordinated efforts to save the life of Ben Tucker during the February 7, 2007 Planning and Zoning meeting.
2. **Resolution** – Honoring Suzy Goldman for her 26 plus years of service to the citizens of Seminole County upon her retirement from Seminole County Government.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 3 - 24)**

County Manager

3. **Confirm** appointment of Theodore E. Stone as Public Safety Director effective April 16, 2007. (Cindy Coto)
4. **Approve** and authorize Chairman to execute an Inter-Agency Agreement for Seminole County School Board Driver Education Pilot Program. (Cindy Coto)
5. **Approve** and authorize Chairman to execute Resolution amending the Administrative Code to include the County Manager's Phase I Reorganization Plan. (Don Fisher)

Environmental Services

Business Office

6. **Approve** Release of original Water and Sewer Maintenance Bond #929309005 dated 01/28/05 (Colonial Properties Trust) in the amount of \$59,120.00 for the project known as Colonial Town Park Phase 1 and 2. District 5 – Carey (Bob Briggs)
7. **Approve** and authorize Chairman to execute the Exhibit “G” to Conditional Utility Agreement for Water Service with Venture Thirty-Two Inc. for oversizing of the off-site water facilities at a cost of \$12,975.00, to the Olsen Estates subdivision. (Mike Harber)

Solid Waste Management

8. **Approve** and authorize Chairman to execute the University of Central Florida and Seminole County Memorandum of Understanding for Research Project: Urban Infilling Impacts on Florida’s Solid Waste Management Facilities. (David Gregory)
9. **Approve** and authorize Chairman to execute the Second Amendment to RFP-4234-04/AJR Solid Waste Collection Franchise Agreement, Seminole County Florida, Residential Collection Services with the following: Waste Pro of Florida, Inc., Waste Management, Inc. of Florida; and Waste Services of Florida Inc. (David Gregory)

Fiscal Services

Budget

10. **BAR** #07-41 - \$20,000 – Public Works – Grants (State) Fund – Recognize receipt of funding in the amount of \$20,000 for design of a ten foot wide raised pedestrian crossing on Fernwood Boulevard in the location of the LYNX bus stop. Funding for this project will be received from the Florida Department of Transportation. Total reimbursable cost of the project is estimated to be approximately \$140,000 with a completion date of September 2008.
11. **BAR** #07-43 – \$225,000 - Public Safety – Fire Protection Fund – For Air quality testing recently conducted at Fire Station 23. Testing revealed unacceptable air quality and on August 30, 2006 Administrative Services department advised that the station could not be occupied until an appropriate mitigation of the facility was completed. Personnel have been relocated and architectural and engineering services have been contracted to bring the facility back to a habitable status.
12. **BAR** #07-44 – \$60,000 - Library and Leisure Services – General Fund – Additional appropriation of \$60,000 is needed for the Cross Seminole Trail/Howell Creek Erosion Control project due to increased concrete cost, special matting and labor cost associated with accessibility issues. Estimated total project cost is \$510,000.

13. **BAR** #07-45 – \$225,000 - Administrative Services – Infrastructure Improvement Fund – Allocation of \$225,000 for advisory services related to development of a strategic and financial plan for the Five Points Government Center.
14. **BCR** #07-11 – \$750,000 - Public Works – 1991 Infrastructure Sales Tax and Arterial Infrastructure Impact Fee Funds – Additional funding is required for the 00006102 – Airport Boulevard Phase II & III/Widen Roadway from 2 to 4 Lanes Project. This project includes the Construction costs for the 00006101 – Airport Boulevard Phase III/Widen Roadway from 2 to 4 Lanes Project. Project (00006101) can provide the additional funding required due to land acquisition costs being lower than anticipated.

Grants (Jennifer Bero)

15. **Approval** to submit a grant application to the Bureau of Emergency Medical Services for the Emergency Medical Services Tracking and Reporting System (EMSTARS) Grant Program and authorize the Chairman to execute supporting documents.

Purchasing

16. **Award** RFP-600106-06/TLR – Finance and Development Advisory Services, to Stainback Public/Private Real Estate (SPPRE), Houston, Texas to develop a strategic public/private real estate development and financial plan for the Five Points Government Center (\$203,220.00 plus expenses).
17. **Award** RFP-600119-06/GMG – Legal Services Related to Public Construction Contracts, to Pohl & Short, P.A., Winter Park to represent the County on legal services related to public construction issues on an as needed basis (Term Contract).
18. **Approve** Amendment #1 to M-485-05/PWM – Consultant Services Agreement with Infrastructure Management Services, Inc. Rolling Meadows, IL for all labor, software, equipment, coordination of the maintenance of ongoing multi-faceted database management of pavement conditions (\$325,000.00 per year).

Planning & Development

Planning

19. **Approve** request by Bennigan's Restaurant for a Special Event permit for a St. Patrick's Day Event to be held at 4520 W. S.R. 46 on March 17, 2007 from 4:00PM to 12:00AM. District 5 – Carey (Austin Watkins)

Public Works

Engineering

20. **Approve** and authorize the Chairman to execute a Purchase Agreement between Lake Monroe Development, LLC and Seminole County for property necessary for the County Road 15 Road Improvement Project (State Road 46 to Orange Boulevard. District 5 – Carey (Jerry McCollum)

21. **Adopt** a Resolution and authorize the Chairman to execute Subordination of County Utility Interests Agreement with the Florida Department of Transportation subordinating Utility Easement rights for the purpose of constructing or improving State Road 400 (Interstate 4). District 3 – Van Der Weide (Jerry McCollum)
22. **Adopt** a Resolution and authorize the Chairman to execute the Local Agency Program (LAP) Agreement with the Florida Department of Transportation to construct the Cross Seminole Trail South II Project. District 1 – Dallari (Jerry McCollum)
23. **Adopt** a Resolution and authorize the Chairman to execute the Local Agency Program (LAP) Agreement between Seminole County and the Florida Department of Transportation (FDOT) for the installation of a raised pedestrian crossing on Fernwood Boulevard. District 4 – Henley (Melonie Barrington)

Tourism (Bill McDermott)

24. **Approve** and authorize Chairman to execute the Agreement between Seminole County and Spring Break Sports, Inc. in the amount of \$9,557.90 for the Spring Break Sports Tennis Event.

Constitutional Officers Consent Agenda (Items No. 25 - 32)

- **Clerk's Office** (Maryanne Morse, Clerk of the Court)
 25. Expenditure Approval Lists dated February 12 & 19, 2007
 26. BCC Official Minutes dated February 13, 2007
 27. Clerk's "Received and Filed" – for information only.
- **Sheriff's Office** (Don Eslinger, Sheriff)
 28. **Law Enforcement Trust Fund** – Approval by the Board of County Commissioners to contribute \$1,000 from the Law Enforcement Trust Fund to provide funding in support of Mothers Against Drunk Driving (MADD). (Penny Fleming)
 29. **Law Enforcement Trust Fund** – Approval by the Board of County Commissioners to provide \$550 in funding assistance from the Law Enforcement Trust Fund for performances from "Retro Bill" a/k/a the "Official D.A.R.E. Safety Buddy" that will take place in Seminole County from April 16th through April 20th. (Penny Fleming)
 30. **Law Enforcement Trust Fund** – Approval by the Board of County Commissioners to contribute \$500 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board. (Penny Fleming)

31. **Law Enforcement Trust Fund** – Approval by the Board of County Commissioners to contribute \$200 from the Law Enforcement Trust Fund to provide funding in support of Rock Lake Middle School’s “drug and alcohol free” graduation event tentatively planned for May 3, 2007. (Penny Fleming)
32. **Budget Amendment Request** – Approve and authorize Chairman to sign and execute a Budget Amendment Request in the amount of \$33,921. for the sheriff’s Office FY 06/07 budget for the DCF, Child Protective Services grant. (Penny Fleming)

- **Regular Agenda**

33. **Amend Boundaries and Extend Term of Sanford Community Development Agency** - Adopt Resolution amending the City of Sanford’s Community Development Agency’s boundaries. Seek Board direction on CRA term Extension from 2015 to 2025. District 5 – Carey (Dori DeBord)
34. **Willia Grove Subdivision Wall Reconstruction** – Direct the County Attorney’s office to prepare the appropriate agreement with the lot owners that will stipulate, at a minimum: the \$75,000 will only be provided after the wall is constructed, inspected, and approved; and authorize the County Manager to execute the agreement. (Don Fisher)

- **County Manager’s Briefing**

35. **Public Warning / Siren Task Force Report** – Staff to brief Board on the findings of a study which was conducted by the Department of Public Safety and the Emergency Management Division on Public Warning/Siren Task Force Report, and request Board direction. (Steve Watts)

- **County Attorney’s Briefing**

- **Recess BCC Meeting until 1:30 P.M.**

- **Reconvene BCC Meeting at 1:30 P.M.**

- **Public Hearing Agenda**

- **Accept Proofs of Publication**

- **Chairman's statement of Public Hearing Rules and Procedures**

Public Hearings:

36. **Drainage Easement Vacate** – Vacate and abandon an existing permanent drainage easement over property owned by Beazer Homes Corp., located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, subject to completion of construction of the new drainage/ Stormwater retention pond. (Beazer Homes, John W. Howell, Esquire, Holland & Knight LLP) District 1 – Dallari (Cynthia Sweet)
37. **Right-of-Way Vacate** – Vacate and abandon that portion of the unimproved public right-of-way known as Hughey Avenue located adjacent to Lot 19 of Roseland Park 1st Addition as needed to close of that segment for the development of a single family residence. District 5 – Carey (Cynthia Sweet)
38. **Transmit Large Scale Land Use Amendment** – from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to Planned Unit Development (PUD) for 116.74 +/- acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, subject to the Preliminary Master Plan and Development Order (Canin Associates, Ronald Manley). District 5 – Carey (Tina Williamson)

- **Legislative Update**

39. **Legislative** Issues (Susan Dietrich/Lisa Spriggs).

Chairman's Report

District Commissioner's Report – District 1, 2, 3, 4 and 5

Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

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.

R E S O L U T I O N

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA,
ON THE 13th DAY OF MARCH, 2007.**

WHEREAS, during the February 7, 2007 Planning and Zoning Commission meeting, Ben Tucker, a Commission member had a medical emergency and required immediate care; and

WHEREAS, a team of citizens and staff came to his aid; and

WHEREAS, CPR and the AED machine were effectively used to stabilize him for transport to the Hospital; and

WHEREAS, thanks to the lifesaving efforts of these people, Mr. Tucker is recuperating and is expected to fully recover.

NOW THEREFORE, BE IT RESOLVED, that this Resolution be spread upon the Official Minutes of the Board of County Commissioners, in appreciation of the quick thinking and well coordinated efforts of Walt Eismann, Debra Wert, April Boswell and Candace Hudson in helping to save Mr. Tucker's life during this crisis; and

BE IT FURTHER RESOLVED, that this Resolution be presented to these people along with heartfelt thanks for their efforts.

ADOPTED, this 13th day of March, AD, 2007

* * * * *

ATTEST:

Maryanne Morse, Clerk to the Board of
County Commissioners in and for the
County of Seminole, State of Florida

Carlton D. Henley
Chairman
Board of County Commissioners

Resolution No. 07-R-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 13th DAY OF MARCH, A.D., 2007.

WHEREAS, J. Suzy Goldman has served Seminole County and its citizens with visionary leadership combined with the highest level of integrity, dedication and expertise during her twenty-six (26) years of employment; and

WHEREAS, Suzy Goldman began her career with Seminole County in January of 1981 as a Librarian III in Technical Services; and

WHEREAS, Suzy Goldman during the years 1982 through 1986, worked in Technical Services, first as a Systems Analyst, and then as the Technical Support Services Manager; and

WHEREAS, Suzy Goldman was appointed Acting Director of Library & Leisure Services in December of 1997 and Director of Library & Leisure Services in March of 1998; and

WHEREAS, Suzy Goldman fostered good working relations and team spirit with Parks & Recreation, Libraries, Extension Services and the Museum of Seminole County History thereby creating a synergy enabling these units to provide superior service to the residents of Seminole County; and

WHEREAS, Suzy Goldman was named Manager/Supervisor of the Year in 2000; and

WHEREAS, Suzy Goldman was an instrumental part of the team that created the Seminole County Public Library System including the construction of five (5) new library facilities following the 1982 library referendum; and

WHEREAS, Suzy Goldman was extremely resourceful with the funds she was allocated with; and

WHEREAS, Suzy Goldman directed every aspect of the automation of library records and the introduction of Internet access in the Seminole County Public Library System; and

WHEREAS, Suzy Goldman directed improvements to the field playing conditions of multipurpose and athletic fields in the County's park system thus attracting international teams to Seminole County; and

WHEREAS, Suzy Goldman lead in the development of a plan to improve the aesthetics and safety of Seminole County's roadway medians; and

WHEREAS, Suzy Goldman was instrumental in directing the renovation of the Museum of Seminole County History building and construction of the Agricultural Exhibit building; and

WHEREAS, Suzy Goldman helped to establish history partnerships with Seminole County Public Schools, the UCF Central Florida Memory project and the Museum of Seminole County History; and

WHEREAS, Suzy Goldman saved Seminole County thousands of dollars by utilizing Agents and Specialists from the University of Florida's IFAS Extension before hiring outside consultants; and

WHEREAS, Suzy Goldman throughout her entire career in Seminole County has consistently displayed to citizens and employees alike, integrity, fortitude, a solid work ethic, pride, dedication, and a commitment to excellence; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida is desirous of making known to the County employees and citizens of Seminole County, its appreciation of Suzy Goldman; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that it hereby causes this Resolution to be spread upon the official minutes of the Board of County Commissioners in recognition and appreciation of the services and contributions of J. Suzy Goldman to the citizens and residents of Seminole County.

BE IT FURTHER RESOLVED, that this Resolution be presented to J. Suzy Goldman along with our sincere wishes for good health, happiness and success in her future endeavors.

ADOPTED this 13th of March 2007.A.D.

ATTEST:

Maryanne Morse, Clerk to the
Board of County Commissioners
in and for the County of Seminole,
State of Florida

Carlton Henley, Chairman
Board of County Commissioners
Seminole County, Florida

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Confirm Appointment of Public Safety Director

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Peters **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Confirm appoint of Theodore E. Stone as Public Safety Director effective April 16, 2007.

County-wide

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is to request the Board of County Commissioner's confirm the appointment of Theodore E. Stone, as the Public Safety Director at an annual salary of \$115,000.

Mr. Stone's resume is attached for the Board's review.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. ccm01_001.pdf

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Confirm Appointment of Public Safety Director

DEPARTMENT: County Manager **DIVISION:**

AUTHORIZED BY: Cynthia A. Coto **CONTACT:** **EXT.** 7211

Agenda Date 3/13/07 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

MOTION/RECOMMENDATION:

Confirm appointment of Theodore E. Stone as Public Safety Director effective April 16, 2007.

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is to request the Board of County Commissioner's confirmation of the appointment of Theodore E. Stone, as the Public Safety Director at an annual salary of \$115,000.

Mr. Stone's resume is attached for the Board's review.

Reviewed by:
Co Atty: <u> </u>
DFS: <u> </u>
Other: <u> </u>
DCM: <u> </u>
CM: <u>CAC</u>
File No. <u>CEM01</u>

Theodore E. Stone
1890 Willow Court
Kissimmee, Florida 34744
407-343-6888 (Office)
321-624-1862 (Personal)

December 14, 2006

Seminole County
Human Resources Department
1101 E. First Street
3rd Floor
Sanford, FL 32771

I am writing to express my interest in the position of Public Safety Director for Seminole County.

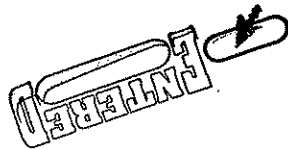
I have over 28 years of experience in working for local governments, with 21 years of management experience at the department head level or higher. I am currently the assistant county manager in Osceola County, Florida, which is a full service government serving a fixed population of 260,000, and average daily tourist population of an additional 125,000 visitors.

A copy of my resume is attached for your review. I believe that my past experience working for county governments in similar positions would make me an excellent fit with your organization.

Thank you in advance for your consideration, and if you should have any questions, please do not hesitate to contact me at the telephone numbers provided.

Sincerely,

T. E. Stone



Ignacio-Sanchez, Neyra

From: testone3@aol.com

Sent: Thursday, December 14, 2006 12:43 PM

To: HR

Subject: Public Safety Director

Good afternoon:

Attached you will find my resume for consideration for the position of Public Safety Director as posted on the NACo website.

Should you have any questions or need any additional information, please do not hesitate to contact me at the listed telephone numbers or at my listed e-mail address.

Thank you,

Tad Stone

Check out the new AOL. Most comprehensive set of free safety and security tools, free access to millions of high-quality videos from across the web, free AOL Mail and more.

12/14/2006

THEODORE E. STONE

1890 Willow Court ~ Kissimmee, Florida 34744

Home: 321-624-1862

testone3@aol.com

QUALIFICATIONS

Diligent and seasoned professional with 28 years experience in local government operations, 21 years in management positions. Comprehensive technical background in delivery of government services. Extensive knowledge in personnel supervision, program development and general management obligations such as multi-year budgeting, labor negotiations and policy implementation. Actively involved in code enforcement, comprehensive plan review and revisions, and development review. Excels in communication with others, organization and multi-tasking.

PROFESSIONAL EXPERIENCE

OSCEOLA COUNTY BOARD OF COMMISSIONERS, Kissimmee, Florida

2001-Present

Assistant County Manager-Public Safety Director

- Key member of the county senior management staff, including acting County Manager as required.
- Manage a \$100 million operating budget with over 900 employees. The total proposed 2007 budget for Osceola County is \$770 million with over 1700 total BOCC employees:
 - **Emergency Services**, consisting of Fire/Rescue services, EMS transport, Emergency Management and Life Safety Management.
 - **Corrections**, consisting of 1150 bed jail, community diversion programs, and courthouse campus and county building security.
 - **Animal Control**, enforcing animal welfare ordinances and statutes, maintaining kennel operations and adoptions, and veterinarian suite.
 - **Communication Services**, operates, maintains and provides training for all government telephone and radio systems, E-911 databases, and emergency dispatch.
 - **Fleet Management**, maintenance of equipment and 800+ vehicle fleet for all county operations, multiple fueling stations and large equipment transportation.
 - **Solid Waste Management**, management of household and chemical and hazardous waste program, one inactive and one active landfill, and contract management for solid waste and refuse haulers.
 - **Road and Bridge Department**, provides road repair, grading and maintenance, drainage and right of way maintenance, traffic services and signage, and contract development and management.

LAKE COUNTY BOARD OF COMMISSIONERS, Tavares, Florida

1999-2001

Director-Department of Emergency Services

- Managed personnel and operations for various county departments.
- Ensured prompt and valuable delivery of vital services, including:
 - **Fire/Rescue Division**, providing fire/rescue services countywide including five municipalities, and consisting of 100 FTE's, 120 volunteer firefighters, and 23 stations.
 - **Hazardous Materials Division**, responding to instances of suspected hazardous material spills and recovery.
 - **Emergency Management Division**, responsible for planning and coordinating response throughout county with an all hazards Incident Command System approach.
 - ❖ NACO Award Recipient for hurricane vigilance program and education.

- **Animal Control Division**, enforcing county ordinances and state statutes for animal welfare, conducting investigations and prosecuting violations accordingly.
 - ❖ State and National Award Winning Programs.

CITRUS COUNTY BOARD OF COMMISSIONERS, Inverness, Florida

1994-1999

Director-Department of Public Safety

- Managed personnel and operations for essential county departments. Implemented and supervised privatization projects, including EMS transport, and 400 bed corrections facility.
 - **Fire Services Division**, responsibility for the delivery of all fire-rescue obligations within the county, including review and correction of commercial building plans, routine building inspections and complaint investigation.
 - ❖ Secured funding and implemented building for state approved training facility. Acquired long-term capitol equipment contracts.
 - **Hazardous Material and Environmental Enforcement Section**, responding to instances of suspected hazardous material spills, conducting overall administration of waste programs, providing training on nuclear response and certifying compliance with state and federal requirements.
 - **Animal Control**, enforcing county ordinances and state statutes for animal welfare, conducting animal cruelty investigations, and monitoring adoption and kennel facilities.

PUTNAM COUNTY BOARD OF COMMISSIONERS, Palatka, Florida

1988-1993

Director-Department of Public Safety

- Managed personnel and operations for significant county departments.
- Ensured effective delivery of critical services, including:
 - **Fire Control Division**, responsibility for the delivery of, equipment for, and training of all fire-rescue obligations within the county and three municipalities.
 - **Emergency Medical Services**, providing ALS services for included areas.
 - **Emergency Management**, planning and coordination of all emergency response and reporting.
 - **E-911 Database Management and Coordination**, operating 911 call system, configure and maintain P.S.A.P. and develop and assigns ESN.

Volunteer fire 18 stations

CITY OF PALATKA, FIRE DEPARTMENT, Palatka, Florida

1978-1988

Exit rank of Battalion Chief, chief administrative and operations officer for EMS

EDUCATION

NOVA SOUTHEASTERN UNIVERSITY, Ft. Lauderdale, Florida

Bachelor of Science-Professional Management, 1990

AFFILIATIONS

International City/County Mgmt. Assn. (ICMA)
 Florida City/County Managers Association
 Florida Emergency Preparedness Association
 Florida Fire Chiefs Association
 International Association of Fire Chiefs
 National Fire Protection Association

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Inter-Agency Agreement for Seminole County School Board Driver Education Pilot Program

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Peters **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute an Inter-Local Agreement for Seminole County School Board Driver Education Pilot Program. (Cindy Coto)

County-wide

BACKGROUND:

On September 26, 2006 the Board of County Commissioners approved funding support in the amount of \$105,942 for the Driver Education Pilot Program to be placed in the 2006/2007 budget for a two-year commitment to start in January 2007.

The program is in place at Lyman High and Winter Springs High School with currently 105 students enrolled in the program at Lyman High School and 77 students at Winter Springs High School which began on January 2007 and will continue through May 2007 for the semester.

The pilot program represents a collaborative effort with Seminole County School Board as well as the cities of Altamonte Springs, Longwood, Winter Springs, and Seminole County; with MetroPlan Orlando contributing funds for the Virtual Driver Interactive Simulators and textbooks for the course, along with Bill Ray Nissan and Bill Heard Chevrolet.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorizes the Chairman to execute the Inter-Agency Agreement for the Seminole County School Board Driver Education Pilot Program.

ATTACHMENTS:

1. driver education pilot program_001.pdf

INTER-AGENCY AGREEMENT
Seminole County School Board Driver's Education Pilot Program
Scope of Work

1. Purpose

A consortium consisting of The School Board of Seminole County, Florida, a political subdivision of the State of Florida; The Board of County Commissioners of Seminole County, Florida, a political subdivision of the State of Florida; Orlando Urban Area Metropolitan Planning Organization, d.b.a. METROPLAN ORLANDO; and Seminole County municipalities, as herein identified have joined in their efforts to provide and fund a pilot driver education program for students who are residents of Seminole County attending public, home and private high schools. The objective of the program is to improve teenage driving behavior and skills. It is anticipated that the program will reduce the number of crashes involving teenage drivers and citations given to drivers in this group.

2. Problem¹

Teenage drivers, aged 15-19, represented approximately seven percent of motorists in Seminole County. This group accounts for 20 percent of crashes and 15 percent of fatalities. Eighty-one percent of the citations received by teenage drivers are related to a crash and they represent 21 percent of all citations.

3. Scope

The School Board of Seminole County, Florida, with the funds provided, will provide, operate, and manage the program, which will be a "for credit class." The program will be held at Lyman High School and Winter Springs High School starting on January 3, 2007. The age group being served, 15-19, statistically are most at risk of vehicle crashes and

¹ Data is taken from presentation to METROPLAN ORLANDO Board on July 12, 2006.

vehicle fatalities. Both schools will provide dedicated classrooms and exterior plots for driving ranges. Two simulators will be purchased to be housed in the designated classrooms. The class schedule will be two hours per day on Monday and Wednesday for one group and Tuesday and Thursday for a second group. Sixty students will be instructed in each group for a total of 120 students per school for a total of 240 students. The proposed class hours are 3:15 p.m. until 5:15 p.m.

The program cost is \$688,952:

- Cost per year for 2 schools is \$448,952; and
- Cost for 2nd year without items not needed for purchase from year one (vehicles; dual brakes; books, etcetera) is \$240,000.

Total cost for 2 year pilot at 2 schools: \$688,952

Contributions:

• METROPLAN ORLANDO	\$ 86,000
• Vehicle donation (City of Winter Springs)	\$129,852
• Seminole County Slosberg Funds	\$320,000
• Seminole County BCC	\$105,000
• City of Altamonte Springs	\$ 48,100
Total	\$688,952

Each of the parties to this agreement shall submit payment of its contribution amount to the School Board of Seminole County within thirty (30) days of receipt of a fully executed agreement.

Prior to beginning the demonstration period, the Seminole County School Board will compile a database of students in the age group being served, 15-19, attending Lyman High School and Winter Springs High School. The database will include driver license information of students enrolled in the pilot program (test group) at both schools between January 1, 2007 and December 31, 2008. Driver license information for students that are

not participating in the program (control group) at both schools will be requested as well as an identifying list of students who do not have licenses yet but are in the age group being followed. [Note: students not participating in the program may not be required to furnish driver's license information and the release of any information by the School Board to a third party will require parent consent]. The purpose of the database is to allow representatives of the Seminole County Public Schools to track the test group and control group during the demonstration and subsequent evaluation. Additionally, it is anticipated that students will be tracked through December 31, 2011, to assess the full potential of the program. If a sufficient test group is unavailable, data on drivers in Seminole County at large, in the age group being served will be used as surrogate data for the evaluation.

The School Board of Seminole County, Florida will provide status reports to members of the consortium and interested parties at requested intervals, which reports, however, will be statistical only and will not contain any student information. At the end of the two year pilot test, a written report will be completed on the effect of the program on teenage driving behavior and skills. A potential methodology for evaluating the program may include, but not be limited to, a comparison between the test group and control group or surrogate. The two groups may be assessed on the number of crashes, citations and fatalities. It is encouraged that the School Board of Seminole County, Florida conduct a survey of the test group and control group or surrogate of their driving skills and attitudes as a result of completing or not completing the program. Those in the program should be surveyed before the class starts and afterwards to determine attitude changes, if any, toward driver safety and security.

4. Agreement, Understanding

Each of the parties executing this Inter-Agency Agreement commit to the actions described in the preceding paragraphs.

GENERAL PROVISIONS

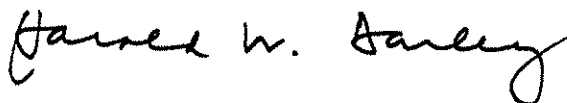
1. The Parties executing this Inter-Agency Agreement and each of the participants recognize and acknowledge the individual constraints which may be imposed upon each because of local regulations, specific state statutes, bonds, or other contractual covenants, agency policies, etc.
2. Each participant has a specific constituency to which it has a primary duty and obligation, as well as, statutory or constitutional obligations generally described in the agency's enabling legislation or charter.

AGREEMENT EXECUTION

The parties to this agreement will engage in periodic consultations in order to review its implementation.

This agreement, when signed by all parties, covers a definite period of time and may be modified by or expanded with the mutual consent of all parties or terminated by either party upon thirty (30) days advance written notice.

This agreement, and an amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.



Harold W. Barley, Executive Director
METROPLAN ORLANDO
315 E. Robinson St., Suite 355
Orlando, FL 32801

Russel Hauck, Mayor
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

John F. Bush, Mayor
City of Winter Springs
1126 East State Road 434
Winter Springs, FL 32708

Carlton D. Henley - Chairman
Seminole County Board of County
Commissioners
1101 E. First Street
Sanford, FL 32771

Barry Gainer, Chairman
The School Board of Seminole County,
Florida
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Update to the Administrative Code Implementing the County Manager's Reorganization

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Don Fisher **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Adopt, and authorize the Chairman to execute, the attached resolution amending the Administrative Code to include the County Manager's reorganization plan.

County-wide

BACKGROUND:

On January 9, 2007 the Board authorized the County Manager to proceed with organizational changes as described in the memorandum distributed at the meeting and is attached (Proposed Seminole County Reorganization Phase I - Attachment 1) for reference. During discussion of this item, the County Manager confirmed that this was the first of several phases of organizational realignment, and further, that it would be necessary to update the Administrative Code to reflect the several changes approved in the first phase.

Please find the revisions to the Administrative Code necessary to reflect the new organizational structure. Only changes dealing with the reorganization are proposed which includes the duties of the Assistant County Manager, revising the described duties and titles of the affected departments, and moving responsibilities to the department to which it is now assigned (i.e., Purchasing Policy moved to Administrative Services). As previously advised, this phase of the reorganization, including revisions to the Administrative Code, is net neutral in positions and budgets.

Several of the County Manager's reorganization proposals have already been implemented, such as moving the Purchasing Division to Administrative Services. Other implementation plans are being finalized and it is expected that full implementation of the phase one reorganization will be complete before May 1, 2007. Please note, however, that revisions to the budget that reflect the changes will be done during the FY 2007/2008 budget process.

(Due to size, revisions to the Administrative Code are located in the County Managers Office for review.)

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Proposed Seminole County Reorganization (2).doc
2. Reorg.ppt

Proposed Seminole County Reorganization Phase I

During the initial six months of my employment with Seminole County Government I have evaluated the overall effectiveness of the organization, sought input from the Board of County Commissioners, Department Directors and employees. The following recommendations are on based upon my observations and the variety of input received. The proposed reorganization should not be considered a final product but the first phase of an on-going evolution.

My personal philosophy in evaluating the overall effectiveness and efficiency of an organization contemplates issues such as how well the various sections of the organization work together, is cross communication occurring or are we operating in more of a silo atmosphere and are the alignments within the organization created to achieve greater efficiencies. My findings are that many of the sectors within the organization have overcome some of these natural barriers while others have not. Additionally in my recommendations, I attempt to eliminate the "personnel factor" as a determining factor but rather what is logical based upon organizational strengths and weaknesses.

County Manager's Office

The overall office works relatively effectively but one observation is that the existing Deputy County Manager is pulled in multiple directions resulting in having to work in a fragmented fashion. Having all of the Departments report to the Deputy County Manager, with the exception of the three which presently report to the County Manager, ensures consistency of policy application and direction. Other areas necessary to be handled by the Office include special projects such as: Strategic Planning, Legislative Program, Citizen Academy Coordination, Community Outreach, Charitable Giving, supervision of the BCC Aides and any other special projects as required by the Manager. In evaluating the level of position necessary to accomplish such special projects it is my recommendation that the vacant Deputy County Manager position be reclassified to an Assistant County Manager. A pay range has not been established at this time but it is anticipated that it will be slightly higher than a Department Director but lower than the present DCM.

Additional functions that are necessary to be provided by the Office include coordination and follow-up with Departments on items requested by the BCC during work sessions or meetings or items requested by the Manager; development of office procedures and policies to ensure consistent handling by all office personnel regarding follow-up on citizen inquiries and complaints received by the Office. It is recommended that these duties be assigned to existing support personnel in the Manager's Office.

Recommendations

- (1) Reclassification of the vacant Deputy County Manager to Assistant County Manager with appropriate pay grade adjustment;
- (2) Reassign Citizen Academy and Charitable Giving from Community Information to the County Manager's Office to be handled by the Assistant County Manager;
- (3) Reassign supervision of the BCC Aides to the Assistant County Manager; and
- (4) Assignment of development of office procedures, citizen inquiries and complaints, and follow-up with Departments on status of items requested by the BCC or Manager to be assigned to existing personnel within the Office.

Administrative Services

Property Acquisition

The County's present process for property acquisition is fragmented. The County Attorney's Office handles major projects which involve eminent domain and coordinates all appraisal services on a countywide basis. Divisions such as Engineering, Roads and Stormwater obtain right-of-way and easements for minor projects that do not require eminent domain. Administrative Services becomes involved on a sporadic basis dependent upon the requesting Department. Therefore, in order to address these issues to have a more systematic approach to property acquisition, the following modifications to the structure is proposed.

Assign primary responsibilities to the Administrative Services Department to include a Committee to be comprised of representatives from the County Attorney's Office, Development Review, Administrative Services and the requesting Department. Natural Lands will continue to be handled separately. Copies of all deeds obtained should be on file with Administrative Services. A property acquisition manual and a checklist for departments to follow on donated property is to be developed through the efforts of the County Attorney's Office and Administrative Services to ensure consistent and lawful donations (e.g. witnesses, verification of property ownership, appropriate releases, etc.). Administrative Services will ensure that Departments are aware of the checklist, requirement to file a copy with them and oversight regarding the process, documents, etc.

Administrative Services' responsibilities for property management shall include development of a database of all County owned property. Such information should include use, stipulations/conditions, etc. on the real property. SCINet is the tool to ensure integration of the information.

Consideration should also be given to establishment of a wetland mitigation bank by the County for County projects. The lead for the research and evaluation of this endeavor would rest with Roads/Stormwater who will be responsible for coordinating with Administrative Services.

Construction Management

Construction management is presently fragmented within the County structure. Departments who do not have expertise in construction management have been placed in the position of supervising the design and construction of such facilities. This fragmentation has lead to time delays, misunderstandings, faulty construction estimates, and general inefficiencies. All construction management for vertical and park development are to be assigned to Administrative Services. Trail development and construction, including pedestrian bridges, will remain within Public Works. Administrative Services will be responsible for all coordination associated with site selection, design, soliciting bids, construction oversight and overall communication and coordination with the user Department/Agency.

Purchasing

When evaluating models for other jurisdictions and determining what natural alignments should exist within an organization transfer of the Purchasing Division from Fiscal Services to Administrative Services is a natural fit. Such a transfer of reporting relations fits well within the mission of Administrative Services as a support department responsible for providing services to county departments and employees.

Records Management

Administrative Services is presently responsible for records management. Such responsibilities need to be expanded to ensure adequate training and coordination. Such training should include an initial orientation and semi-annual to annual refresher courses. Each Department/Division should have a designated representative to serve as the liaison with Administrative Services and coordination for all the records contained within their Department/Division to ensure compliance with all applicable regulations.

Recommendations

- (1) County Attorney's Office to retain responsibility for acquisition for major projects for which the County's power of eminent domain are utilized and for all appraisal coordination on a countywide basis.
- (2) Administrative Services to be responsible for all other property acquisition with the exception of Natural Lands and donations of right-of-way and easements for Engineering, Stormwater, Environmental Services as examples.
- (3) A Committee to be formed, chaired by Administrative Services with representation from County Attorney's Office, Development Review and requesting Department to assist in reviewing departmental needs, defining parameters of project, etc.
- (4) Property acquisition procedural manual and checklist to be developed

distributed and process monitored by Administrative Services with assistance from the County Attorney's Office on development of the manual and checklist.

- (5) Copies of all county property deeds to be retained by Administrative Services as a single repository.
- (6) Database to be established of all county property including use, any specific stipulations, conditions, etc.
- (7) Evaluation and recommendation regarding the creation of a wetland mitigation bank for county projects should be pursued.
- (8) All vertical and park construction responsibility to be transferred to Administrative Services.
- (9) Purchasing Division reporting relationship to be transferred from Fiscal Services to Administrative Services.
- (10) Administrative Services to enhance the coordination of the county's records management program.

Business Processes and Applied Technologies

In the past, Information Technologies (IT) has applied packaged technology systems to existing business practices (often resulting in business operations that are cumbersome and ineffective). Although this practice is consistent with the direction of many organizations, it is my belief that the practice is antiquated. In order to ensure the most effective and efficient business operations, the approach should be to: 1) evaluate and modify our business practices; and then (2) apply technology to effect these modifications. This approach will maximize our resources making the County as responsive to its customers as it can be.

For the above to be successful, it is necessary to centralize programs into IT that through time, have been disbursed throughout the organization. These programs include GIS, Addressing, Imaging, and SCINet. Centralizing these efforts with the programmers in IT will provide focus and an organizational awareness of the importance of business processes. To emphasize this change in approach, the recommendation is to change the name to Business Processes and Applied Technologies.

Recommendations

- (1) Consolidation of SCINet, Imaging, GIS, Addressing, Telecommunications, Programmers, Web Development, etc. into a single department of Business Processes and Applied Technologies. Such consolidation will also evaluate those processes occurring within other departments to ensure a consistent, collaborative approach to problem solving.
- (2) Web Development and Maintenance to be a collaborative effort with Community Information to ensure a consistent message in a user friendly format is being delivered to our customers.
- (3) Assign technology trainer to Human Resources

Community Information

The County does not consistently deliver our message to our residents. Whether the communication tool is our website, advertising, media releases, brochures, etc. we need to ensure that the message is clear, concise and consistent. Additionally, cost savings may be realized using a "clearing house" approach by determining whether or not work products can be created graphically and printed in-house or a combination thereof versus outsourcing all publicity through an advertising agency.

There also needs to be a coordination point for all public records request that cannot be immediately handled by the department who has custody of such records. A training component is also essential to ensure staff understands public record law so that they are responsive and appropriately handle such requests.

Recommendations

- (1) All public information should be routed through Community Information. This may entail revisions to existing contracts and realignment of personnel presently assigned to other departments/divisions.
- (2) Community Information to be responsible for all public records requests that cannot be handled immediately by the department to whom the request is made. Community Information to be responsible for conducting staff training. Resources may initially be needed from the County Attorney's Office to initiate this recommendation.

Economic Development/Tourism Development

Presently these two operations function as distinct and separate departments. Seminole's Tourism industry is primarily funded though the business traveler. These two departments have similar goals and objectives and a natural synergy occurs when they work together. In many business models Tourism acts as an activity/division of economic development. Based upon the goals and objectives it is recommended that Tourism become a division of Economic Development. It is further recommended that this arrangement be evaluated in twelve months once the County's sports marketing strategic plan is further defined.

Library and Leisure Services

This department presently consists of Libraries, Parks and Recreation, Extension Service and the County's Museum. Contained within these divisions are the responsibilities for trails and median maintenance. Future park development such as Jetta Point and Soldiers Creek indicate a redirection of Parks and Recreation towards greater sports marketing with the creation of these facilities as a destination. In order to prepare for this shift in priorities it is recommended that the Library and Leisure Services department be disbanded and two new departments be created with the following activities reassigned as follows:

- (1) Cooperative Extension to be assigned to the Community Services Department as

- a Division.
- (2) Create a new department of Leisure Services and assign the following divisions/ activities: Parks and Recreation, Median Maintenance, Trails Maintenance and Natural Lands.
- (3) Libraries to be a department maintaining the Museum activity and assignment of the Units Arts Council and Arts in Public Places from Tourism.

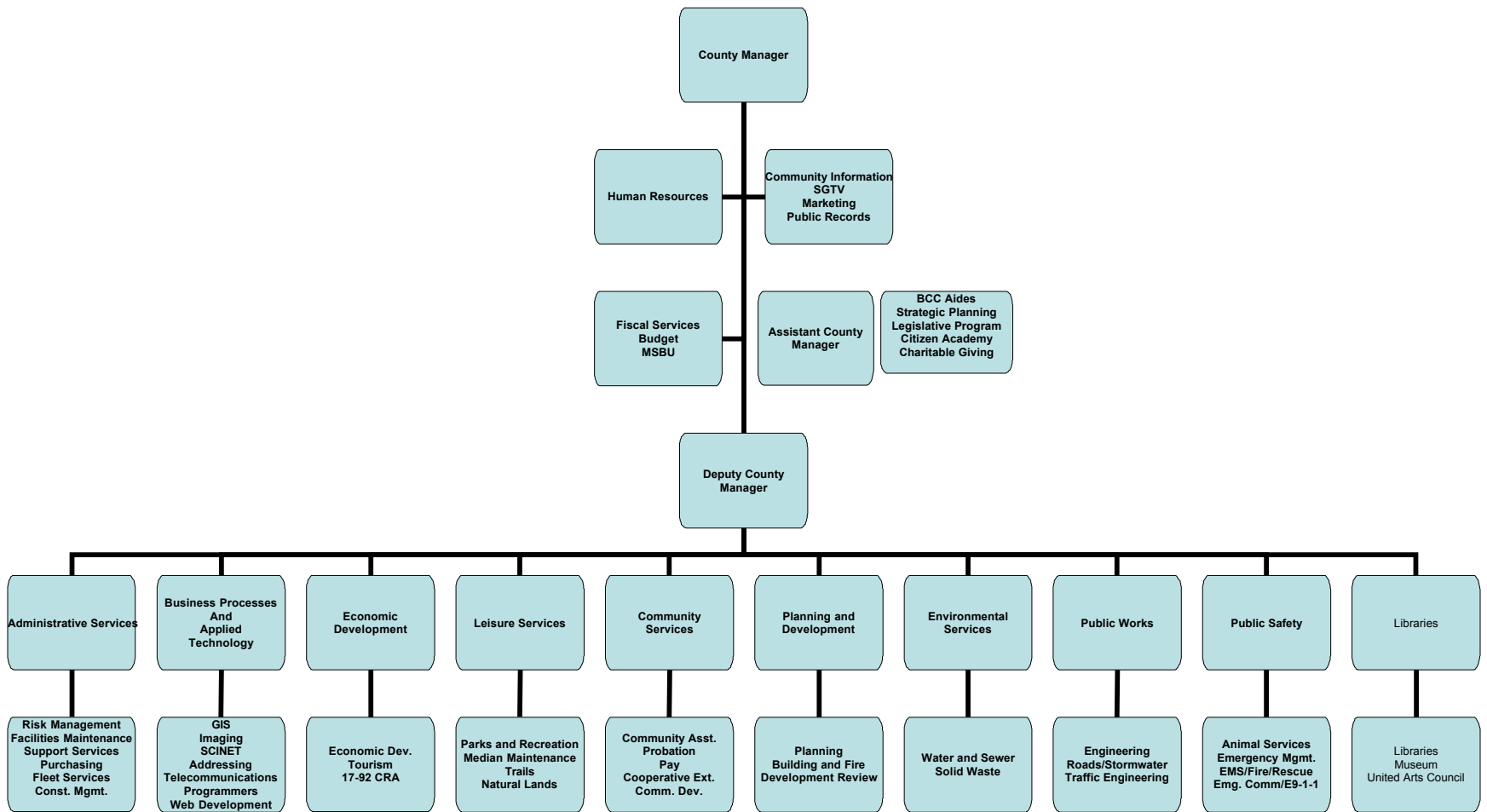
It is anticipated this reorganization can be accomplished with no increase to "head count". Implementation of the Phase I Reorganization is conditioned upon Board of County Commissioners' approval regarding amendments to the Administrative Code and any creation of new job classifications. Implementation will be incremental dependent upon various factors associated with each component. An implementation strategy and timeline will be developed and distributed within the next 30 days.

The attached organizational chart reflects associated functions and activities assigned to their respective departments.

Areas not included in proposal but to be addressed in Phase II are:

Areas not addressed in the proposed restructuring but requiring further evaluation include:

- (1) Countywide/One Call Shop for customer service, for example 311. It is anticipated once IT is restructured, this will be an assigned task for evaluation, recommendation and implementation.
- (2) Contract Management is presently disbursed among all departments/divisions and is fragmented and inefficient in its approach. Significant time is necessary to evaluate the best model for implementation.
- (3) Recommendations have been received from the areas of Public Works and Public Safety. Management is presently evaluating the recommendations from Public Works. The proposal from Public Safety will be considered once a new department director is selected.



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Maintenance Bond for Colonial Town Park Ph 1 & 2

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: **CONTACT:** Becky Noggle **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Approve Release of original Water and Sewer Maintenance Bonds in the amount of \$59,120.00 for project known as Colonial Town Park Ph 1 & 2. (Bob Briggs)

District 5 Brenda Carey

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #929309005 dated 01/28/05 (Colonial Properties Trust) in the amount of \$59,120.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Colonial Town Park Ph 1 & 2

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Release Bond Colonial Twn Pk 1 & 2.pdf

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS

That we Colonial Realty Limited Partnership, whose address is P O Box 11687 Birmingham AL 35202 hereinafter referred to as "PRINCIPAL" and Western Surety Company whose address is Two Chamberlaine Drive Suite 280 Birmingham AL 35244 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 \$ Fifty Nine Thousand and One Hundred Twenty and No/100 (\$59,120.00) 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 water and sewer facilities and other appurtenances in that certain subdivision described as Colonial Town Park, a plat of which is recorded in Plat Book Page , Public Records of Seminole County Florida and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated January 27 2003, and filed with the Department of Environmental Services of Seminole County; 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 JANUARY 28 2005.

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 and maintain said improvements for a period of two (2) years from JANUARY 28 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect

The Department of Environmental Services 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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY IN FACT

Know All Men By These Presents That WESTERN SURETY COMPANY a South Dakota corporation said by said and existing corporation having its principal office in the City of Sioux Falls said State of South Dakota and that it does by virtue of the signature and seal herein affixed hereby make constitute and appoint

James Harvey Farrior Jr, Liana A Williams, Annette R Stamback, Individually

of Montgomery AL its true and lawful Attorney(s) in fact with full power and authority hereby conferred to sign seal and execute for and on its behalf bonds undertakings and other obligatory instruments of similar nature

In Unlimited Amounts

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By Law printed on the reverse hereof duly adopted as indicated by the shareholders of the corporation

I Witness Whereof WESTERN SURETY COMPANY has caused these presents to be signed by its Secretary Vice President and its corporate seal to be hereunto affixed on this 17th day of September 2003



WESTERN SURETY COMPANY

Paul T. Bruflat Secretary Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of September 2003 before me personally came Paul T. Bruflat to me known who being by me duly sworn did depose and say that he resides in the City of Sioux Falls State of South Dakota that he is the Secretary Vice President of WESTERN SURETY COMPANY described and who executed the above instrument that he knows the seal of said corporation that the seal affixed to this instrument is such corporate seal that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority and acknowledges same to be the act and deed of said corporation

My commission expires

November 30 2006



D. Krell Notary Public

CERTIFICATE

I L. Nelson Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinbefore set forth until for a further certify that the By Law of the corporation printed on the reverse hereof is still in force In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of July 2004



WESTERN SURETY COMPANY

L. Nelson Assistant Secretary



WHERE YOU LIVE WORK & SHOP

February 06 2007

VIA Email

Ms Becky Noggle
500 West Lake Mary Boulevard
Sanford FL 32773

RE Release of Maintenance Bond #929309005
Colonial Promenade Colonial Town Park

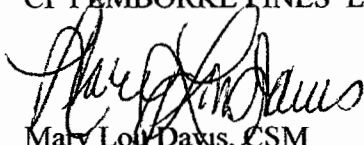
Dear Ms Noggle

We are in receipt of your letter dated January 3rd 2007 Seminole County Water and Sewer inspected the Colonial Town Park Ph 1 & 2 project on December 29th 2006 The inspection showed the project in compliance with all Seminole County s Land Development codes and requirements

Please allow this letter serve as our written request for the release of bond number 929309005 project name Colonial Town Park Ph 1 & 2

If I may be of further assistance or should you have additional questions please feel free to contact me at (321) 257 1101

Sincerely
COLONIAL PROPERTIES SERVICES INC as agent for
CP PEMBROKE PINES LLC



Mary Lou Davis, CSM
Regional Vice President

MLD/dlw

COLONIAL PROPERTIES TRUST AND SUBSIDIARIES LISTED NEW YORK STOCK EXCHANGE

950 MARKET PROMENADE AVENUE SUITE 2200 RFTAIL DIVISI N LAKE MARY FL 3 746 321 257 1100 FAX 321 257 1107 l n lp p

ENVIRONMENTAL SERVICES DEPARTMENT



January 3 2007

Colonial Realty Limited Partnership
200 Colonial Center Parkway Suite 140
Lake Mary FL 32746

Re Maintenance Bond

Project Name Colonial Town Park Ph 1 & 2
Bond# 929309005
Amount \$59,120 00
District #5

To Whom It May Concern

Pursuant to Seminole County s Land Development Code (LDC) requirements Chapter 35 Part 8 Sec 35 902 (H) (1 2) the County conducted an inspection of the referenced project on **12/29/06** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond

As of **12/29/06** the Seminole County Water and Sewer Inspector found no deficiencies Therefore the above mentioned Maintenance Bond may be released as required by the Land Development Code

Please send request for release of Bond on your letterhead to Becky Noggle 500 W Lake Mary Blvd Sanford FL 32773 LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session

If you have any ques ors please contact Becky Noggle @ +07 665 2145

Sincerely,

David Jackson
Sr Utilities Inspector

c Project File

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Exhibit "G" for the Conditional Utility Agreement for Water Service

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering
Inspections

AUTHORIZED BY:

CONTACT: Becky Noggle

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve and Authorize Chairman to execute the Exhibit "G" to Conditional Utility Agreement for Water Service with Venture Thirty-Two Inc. for oversizing of the off-site water facilities to the Olsen Estates subdivision. (Mike Harber)

District 5 Brenda Carey

BACKGROUND:

Exhibit "G" to the Conditional Utility Agreement for Water Service states the terms and conditions under which the Developer of Olsen Estates subdivision will construct an 8" water main. Staff has identified the need to oversize the off-site water facilities in this portion of the County's service area based on work performed by our master planning engineers. Cost associated with oversizing these facilities to 12" from a 8" water main for approximately 840 lineal feet is \$12,975.00. Adequate funds for oversizing are available for this project in Water and Sewer Oversizings.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Exhibit G Olsen Estates.pdf

Exhibit G

Water Agreement

THIS AGREEMENT 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 **COUNTY** and **VENTURE THIRTY-TWO INC.** whose address is **5339 E VALLE VISTA RD PHOENIX, AZ 85018** referred to as **OWNER**

W I T N E S S E T H

WHEREAS **OWNER** owns certain real property in Seminole County Florida hereinafter referred to as the Property as described in Exhibit A and set forth on the survey in Exhibit B attached to the Conditional Utility Agreement For Water Service and

WHEREAS **OWNER** requires a water service system to serve future residential development to be located on the Property and

WHEREAS **OWNER** is willing to construct an off-site water system and other appurtenant facilities to serve the Property and convey the water system and appurtenant facilities to the **COUNTY** in return for the considerations set forth herein and

WHEREAS **OWNER** has executed a Conditional Utility Agreement For Water Service to which this Agreement is attached as Exhibit G and together the Conditional Utility Agreement For Water Service and this Agreement comprise the complete and entire water agreement between the parties

NOW THEREFORE in consideration of the premises the parties mutual covenants and agreements including the cost of designing permitting constructing conveying and accepting the water system as hereinafter defined the Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties do hereby agree as follows

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

Section 2 Definitions As used in this Agreement certain terms and phrases appearing herein are defined as follows

(a) Water System The term Water System shall refer to and mean the construction of an off-site water transmission system on Juniper Ridge Court to Sedona point including transmission mains stub-outs pipes valves fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements All permits and engineering design and construction contracts plans and specifications for the Water System as and when filed with and approved by the County's Planning Department Development Review Division are incorporated herein by reference

(b) Service Area The term Service Area shall mean and consist of the Property which is to be developed and which is described in Exhibit A of the Conditional Utility Agreement for Water Service

Section 3 Agreement to Construct and Convey OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY in

reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that

(a) OWNER shall cause to be designed, permitted and constructed the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER, provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey at OWNER's sole cost and expense all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Water Service.

Section 4 Conveyance In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer of the

Conditional Utility Agreement For Water Service the following shall apply

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners

(b) Real and personal property taxes if any shall be the responsibility of the OWNER and prorated as of the date of closing Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing

Section 5 Construction of Installations In addition to the provisions of Section 9 of the Conditional Utility Agreement For Water Service the OWNER shall provide COUNTY with the proposed utility contractor's firm name key agents address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference Approval shall not be unreasonably withheld by the COUNTY

Section 6 Payment COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein The anticipated construction costs are set forth in Attachment A attached hereto and incorporated herein and shall not exceed \$ 12,975 00 Actual costs shall include all design permitting construction labor and materials associated with construction of the Water System To be eligible for reimbursement by COUNTY the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs These costs shall be based on the contractor's invoices and

OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to off-site water main in accordance with this Agreement.

Section 7 Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8 Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or con-

struction of the Water System It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever Nothing in this Section shall relieve OWNER of its obligations under this Agreement the Conditional Utility Agreement For Water Service or under applicable COUNTY regulations and procedures

Section 9 Access to Site The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees shall not be waived by this Section

Section 10 Operation and Maintenance Upon transfer the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property provided however that the COUNTY s obligation shall be consistent with and not greater than the COUNTY s obligation to provide such water service to the public generally

Section 11 Indemnification OWNER agrees to hold harmless and indemnify the COUNTY its Commissioners officers employees and agents from and against any and all claims losses damages or lawsuits for damages including any and all court costs and attorney fees

arising from or related to the performance of this Agreement between OWNER and COUNTY

OWNER further agrees to hold harmless and indemnify the COUNTY its Commissioners officers employees and agents from and against any and all claims losses damages or lawsuits for damages resulting from

(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto or

(b) any breach of warranties made by OWNER pursuant to this Agreement

Section 12 County's Liability Notwithstanding everything contained herein to the contrary OWNER understands and agrees that the obligations of the COUNTY including but not limited to the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues including non-ad valorem tax revenues of the COUNTY

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written

ATTEST

Secretary

By Walter S. O'Keefe
President

(CORPORATE SEAL)

Date 1/29/2007

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY FLORIDA

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

By _____
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 Commission-
ers at their _____
20____ regular meeting

County Attorney
SED/lpk
4/23/02
exhibit G - water

Attachment

Attachment A - Construction Costs

OLSEN ESTATES
ENGINEER CERTIFIED COSTS FOR WATER DISTRIBUTION SYSTEM

12 WATER MAIN SYSTEM				
DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS
12 C 900 DR18 WATER MAIN	840	LF	\$45 00	\$37 800 00
CONNECTION TO EXISTING 8 WATERMAIN	1	LS	\$7 000 00	\$7 000 00
12 DIRECTIONAL BORE WITH 24 STEEL CASING	35	LF	\$125 00	\$4 375 00
HYDRANT ASSEMBLY	1	LS	\$5 000 00	\$5 000 00
12 GATE VALVE	2	EA	\$2 200 00	\$4 400 00
12 BLOW OFF ASSEMBLY	1	EA	\$1 100 00	\$1 100 00
SAMPLE POINT	2	EA	\$500 00	\$1 000 00
TESTING	1	LS	\$3 000 00	\$3 000 00
SUBTOTAL				\$63 675 00

8 WATER MAIN SYSTEM				
DESCRIPTION	QTY	UNIT	PRICE	TOTALS
8 C 900 DR18 WATER MAIN	840	LF	\$35 00	\$29 400 00
CONNECTION TO EXISTING 8 WATERMAIN	1	LS	\$5 000 00	\$5 000 00
8 DIRECTIONAL BORE WITH 20 STEEL CASING	35	LF	\$100 00	\$3 500 00
HYDRANT ASSEMBLY	1	LS	\$5 000 00	\$5 000 00
8 GATE VALVE	2	EA	\$1 500 00	\$3 000 00
8 BLOW OFF ASSEMBLY	1	EA	\$800 00	\$800 00
SAMPLE POINT	2	EA	\$500 00	\$1 000 00
TESTING	1	LS	\$3 000 00	\$3 000 00
SUBTOTAL				\$50 700 00

TOTAL COST DIFFERENCE BETWEEN 8 AND 12 WATERMAIN	(\$12 975 00)
---	----------------------

Certified By
GLOBAL INTERGY CORPORATION
 1879 Vina Court
 Chuluota FL 32766
 (407) 782 1971
 (407) 971 2301 FAX

Troy V. Nguyen 1/29/2007
 Troy V. Nguyen P E DATE
 Reg No 50261

OLSEN ESTATES

Legal Description

Lots 1, 2, and 3, OLSEN ESTATES, according to the plat thereof as recorded in Plat Book 70, Page 97, of the Public Records of Seminole County, Florida

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: University of Central Florida and Seminole County Memorandum of Understanding (for Research Project: Urban Infilling Impacts on Florida's Solid Waste Management Facilities)

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: **CONTACT:** Carol Norwood **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to sign University of Central Florida and Seminole County Memorandum of Understanding. (David Gregory)

County-wide

BACKGROUND:

A University of Central Florida (UCF) professor, Debra Reinhart, Ph.D., contacted Solid Waste Management Division staff and asked if Seminole County would be willing to assist the University in a research project. Professor Reinhart is researching the development of rational guidelines for land use buffering requirements that would minimize potential conflicts between solid waste management facilities and new developments on nearby lands.

The research will study aesthetic impacts of landfills as a function of distance. The research will address nuisance issues such as noise, odor, litter, dust, and birds that are associated with landfills. The Osceola Road Landfill is a good location for this study because it has a large buffer surrounding the site, so data can be collected at varying distances without leaving the site.

While Seminole County's landfill has ideal buffers established, in some areas of the state development encroaches right up to operating landfills' boundaries. This research will help Seminole County staff better understand the impacts its operations could have on the landfill's neighbors, and it will assist UCF in developing guidelines that will help local governments and landfill operators throughout the state.

This project will entail researchers accessing the site to temporarily set-up monitoring equipment and to gather data. No permanent construction will take place on the site. The disruption to regular operations will be minimal with this project.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CESS02 - UCF Agreement.pdf

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: University of Central Florida and Seminole County Memorandum of Understanding (for Research Project: Urban Infilling Impacts on Florida's Solid Waste Management Facilities)

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: _____ **CONTACT:** David Gregory **EXT.** 2022
John Cirello, PhD., P.E. David Gregory, Manager

Agenda Date 03-13-07 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize Chairman to sign University of Central Florida and Seminole Memorandum of Understanding.

BACKGROUND:

A University of Central Florida (UCF) professor, Debra Reinhart, Ph.D., contacted Solid Waste Management Division staff and asked if Seminole County would be willing to assist the University in a research project. Professor Reinhart is researching the development of rational guidelines for land use buffering requirements that would minimize potential conflicts between solid waste management facilities and new developments on nearby lands.

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This project will entail researchers accessing the site to temporarily set-up monitoring equipment and to gather data. No permanent construction will take place on the site. The disruption to regular operations will be minimal with this project.

Reviewed by:

Co Atty: _____
DFS: N/A
Other: N/A
DCM: _____
CM: _____

File No: CESS02



Office of Research
12443 Research Parkway, Ste. 207
Orlando, FL 32826-3252

VOICE: 407-823-2806

FAX: 407-823-3299

e-mail: andrea@mail.ucf.edu

2/7/2007

Via Federal Express

David Gregory
Solid Waste Manager

RE: Memorandum of Understanding

Dear MR. Gregory,

- ☒ Enclosed please find 1 copy(ies) of the document referenced above executed by the University of Central Florida. Please return one fully executed copy to UCF signed by an authorized representative.
- ☐ Enclosed please find copy(ies) of the document referenced above. Please return ALL copies to UCF signed by an authorized representative. A fully executed copy will be returned to you.
- ☐ Enclosed is one (1) copy of the document referenced above for your records.

If you have any questions, please call me directly at (407) 823-2806 or via e-mail andrea@mail.ucf.edu. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrea B. Miller', with a long horizontal stroke extending to the right.

Andrea B. Miller
Contract Manager

Enclosure

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF CENTRAL FLORIDA
AND
SEMINOLE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING is hereby made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, a university existing and operating under the laws of the State of Florida, with an office at 12201 Research Parkway, Suite 501, Orlando, Florida 32826, hereinafter referred to as the "UCF".

W I T N E S S E T H:

WHEREAS, COUNTY is the fee simple owner of certain real property known as the Osceola Road Landfill, located at 1930 E. Osceola Road, Geneva, Florida 32732, hereinafter referred to as "LANDFILL"; and

WHEREAS, UCF desires to utilize COUNTY's property for the purpose of monitoring certain conditions associated with landfill operations such as noise, odor, fugitive dust and litter by installing temporary scientific monitoring equipment, conducting field observations and collecting the resulting data at the LANDFILL; and

WHEREAS, COUNTY desires to receive the research results and other scientific information developed from the research and thus, is willing to permit UCF to accomplish the aforementioned purpose,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and UCF, both intending to be legally bound, hereby agree as follows:

1. COUNTY RESPONSIBILITIES.

(a) COUNTY shall hereby grant UCF, its agents, representatives and employees the right to utilize, on a non-exclusive, temporary basis, the LANDFILL to locate, install, operate, inspect, alter, improve, maintain, repair and remove specific scientific monitoring equipment necessary to conduct observations for research and scientific purposes on said LANDFILL. COUNTY shall further permit UCF to attain ingress and egress to and upon said LANDFILL at mutually agreed upon locations for the purpose of exercising the rights granted herein.

(b) COUNTY shall grant the foregoing rights to UCF for a term of six (6) months from the date first written above and, at the sole option of the COUNTY, may extend such rights thereafter for an additional sixty (60) days upon written notice to UCF by COUNTY.

(c) The rights herein granted are subject to revocation by the COUNTY if the LANDFILL is utilized by UCF for purposes not outlined in this Memorandum of Understanding or if there is a change in ownership of the LANDFILL.

2. UCF RESPONSIBILITIES.

(a) UCF shall utilize the LANDFILL area and conduct such activities only as described in the Urban Infilling Impacts on Florida's Solid Waste Facilities Seminole County Case Study, attached hereto and incorporated herein as Exhibit "A". UCF shall not

interfere in any manner with the operations or activities at the LANDFILL of the COUNTY, its agents, employees, representatives, licensees, or other members of the public with a legal right of access to said LANDFILL site.

(b) In consideration for the privilege herein granted, UCF shall not claim any damages from the COUNTY in connection with or on account of any injuries or damages arising in or on the LANDFILL while used by UCF and its agents, officers, and employees. UCF shall maintain a program of insurance covering its liabilities as prescribed in Section 768.28, Florida Statutes, and Section 4 hereunder, and to the extent permitted by Florida law, including Section 768.28, Florida Statutes, shall be responsible for the negligent or wrongful acts and omissions of its officers, employees, representatives and agents in the event that such acts or omissions result in injury to persons or damage to property. The COUNTY does not warrant or represent that the LANDFILL is safe or suitable for the purpose for which UCF is permitted to use it, and UCF assumes all risks in its use.

(c) Prior to use of the LANDFILL by UCF, UCF shall give COUNTY at least forty-eight (48) hours notification. UCF agrees that any and all work performed in the LANDFILL and in association with the purpose of this Memorandum of Understanding shall be accomplished in a good, safe and workmanlike manner and in accordance with applicable Federal, State and local statutes, rules, regulations and ordinances.

(d) Upon termination of this Memorandum of Understanding or revocation by the COUNTY, UCF shall, at UCF's sole cost and expense, immediately remove all equipment, accessories and materials owned by

UCF from the LANDFILL and restore said LANDFILL to as good a condition as it was before UCF entered upon it and otherwise comply with all applicable Federal, State and local statutes, rules, regulations and ordinances.

(e) UCF shall not allow the public to access, utilize or go upon the LANDFILL. UCF acknowledges that its officers, employees, representatives and agents performing services and functions pursuant to this Memorandum of Understanding are not employees of COUNTY.

(f) UCF shall provide to COUNTY a copy of all interim reports, the final report and any and all data collected as a result of UCF's research project and associated monitoring activities in the LANDFILL.

(g) UCF, at its sole cost and expense, shall be responsible for insuring any and all equipment, accessories and materials owned by UCF in the LANDFILL and for maintenance of the areas of the LANDFILL utilized by UCF during the period set forth hereunder.

3. LIABILITY.

(a) Each party to this Memorandum of Understanding is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Memorandum of Understanding of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the parties beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

4. INSURANCE.

(a) General. UCF shall, at UCF's own cost, procure the insurance required under this Section.

(1) UCF shall furnish to the COUNTY, in accordance and in full compliance with this Memorandum of Understanding's requirements, a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (General Liability, Workers' Compensation/Employer's Liability, and Auto Liability). UCF agrees that the 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 UCF, UCF shall provide the 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) UCF shall maintain the insurance policy coverage, issued under the Florida Casualty Insurance Risk Management Trust Fund, as follows:

Fleet Automobile Liability - \$100,000/person, \$200,000/occurrence for general liability, and \$10,000 each person/occurrence for personal injury;

General Liability-\$100,000/person, \$200,000/occurrence;

State Employees' Workers' Compensation in accordance with and in the amount required by State law and Employer's Liability - \$100,000/person, \$200,000/occurrence.

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

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by UCF shall relieve UCF of UCF's full responsibility for performance of any obligation including UCF's liability in accordance with Florida law.

(b) Specifications. Without limiting any of the other obligations or liability of UCF, UCF shall, at UCF's 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 Memorandum of Understanding, the insurance shall become effective prior to the commencement of work by UCF and shall be maintained in force until this Memorandum of Understanding's expiration date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) With regard to subcontractors of UCF, if applicable, the subcontractor's insurance shall cover the subcontractor 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. UCF shall 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 UCF and UCF's subcontractors, if applicable, are set forth in subsection 4(A)(2) above and subsection (c) below respectively. 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) With regard to subcontractors of UCF, if applicable, 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:

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

(2) Commercial General Liability.

(A) With regard to subcontractors of UCF, if applicable, the subcontractor's insurance shall cover the subcontractor 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 subcontractors of UCF, if applicable, (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

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

(3) Professional Liability Insurance. With regard to subcontractors of UCF, if applicable, the subcontractors shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Liability.

(A) With regard to subcontractors of UCF, if applicable, the subcontractor's insurance shall cover the subcontractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by subcontractors of UCF, if applicable, (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single

limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, UCF's subcontractors, if applicable, shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Memorandum of Understanding. The separate aggregate limits to be maintained by UCF's subcontractors, if applicable, shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

(c) Occurrence Basis. With regard to subcontractors of UCF, if applicable, the Workers' Compensation Policy and the Commercial General Liability required by this Memorandum of Understanding shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, 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.

(d) Obligations. Compliance with the foregoing insurance requirements shall not relieve UCF, its employees or agents of applicable liability from any obligation under a Section or any other portions of this Memorandum of Understanding.

5. **GOVERNING LAW.** This Memorandum of Understanding shall be governed by and construed in accordance with the Laws of the State of Florida and UCF consents to venue in the Circuit Court in and for Seminole County, Florida as to state actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

6. **INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of this Memorandum of Understanding, the relationship of UCF to COUNTY is that of independent contractor and not that of employee. No statement contained in this Memorandum of Understanding shall be construed so as to find UCF an employee of COUNTY, and UCF shall be entitled to none of the rights, privileges or benefits of COUNTY employees.

7. **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Memorandum of Understanding is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Memorandum of Understanding or any right to enforce any provisions of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum of Understanding on the day and year first above written.

ATTEST:

UNIVERSITY OF CENTRAL FLORIDA

Ashwanta Houdon

By:

[Signature]

Andrea Miller President
Contract Manager

Date:

Office of Research and Commercialization

2/6/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
11/20/06 1/26/07
P:\Users\lkennedy\My Documents\Environmental Services\MOU-UCF.doc

Attachment:

Exhibit "A" - Urban Infilling on Florida's Solid Waste Facilities
Seminole County Case Study

Exhibit "A"

URBAN INFILLING IMPACTS ON FLORIDA'S SOLID WASTE FACILITIES Seminole County Case Study

Rational guidelines for land use buffering requirements that would minimize potential conflicts between solid waste facilities and new developments on nearby land parcels are needed. There are limited solid waste siting literature and data which address development or re-development issues related to solid waste facilities and adjacent land parcels. Development and re-development of properties adjacent to solid waste facilities will become a significant problem for solid waste managers in the years ahead. **Therefore, the objective of this proposal is to develop methodology to gather scientific and quantifiable data supporting set backs and buffer zones as a function of landfill and transfer station operations.** Appropriate recommendations for these setbacks will be made from case studies.

The objectives will be met by an approach similar to an environmental impact assessment, with the exception that only neighborhood aesthetic impacts (i.e. noise, odor, litter, birds) will be assessed as a function of distance. This research will be accomplished by (1) data collection regarding solid waste management experiences with local developments, and (2) environmental impact data collection. To facilitate data collection, a field integrated GIS/GPS/database system integrated with a base map, will be used with a portable PDA.

We are requesting permission to access the Seminole County Landfill site to collect data as follows:

1. **Noise data.** The landfill noise study will use four to five sound level meters (SLMs). It will require three students and one or two additional personnel (Dr. Roger Wayson and/or Dr. John MacDonald) to setup tripods with SLMs for one to three hours on one day. UCF personnel will attend the equipment at all times, logging the time and duration of loud noises and their source. The location of the personnel depends greatly on the layout of the landfill. The purpose of this study is to capture the sound levels associated with landfill operations as well as background noise levels. Personnel would be located at strategic distances away from the landfill in order to capture an overall sound pressure level associated with operations.
2. **Dust data.** The dust studies would require a minimum 24-hour sampling period with a longer sampling period of 72-96 hours being preferable if the location is secure. The dust study involves the use of a Minivol PM collector that would either need to be manned if the location is not secure, or alternatively, left alone if a secure location is possible. If the equipment is safe to be left overnight, one to two people would need to access the equipment daily to record information and change the filter.
3. **Odor Data.** Odor impacts will be assessed based on odor emissions from the landfill surface. Volatile organic compounds (VOC) measured using a flux chamber and a

flame ionization detector (FID) will be used as a surrogate for landfill odor emissions. VOC emissions will be measured at the surface of the landfills using flux chambers. Ambient levels will be measured simultaneously at random locations at predetermined distances from the facility site. Two students will be on site approximately five days over a two-month period collecting 20 flux measurements on closed areas of the landfill.

4. **Litter Impacts.** A litter study will be conducted in neighborhoods surrounding solid waste facilities (only in public areas or trespassing issues will be raised). Litter will be collected, catalogued, and weighed. A statistically sound study will be designed accounting for wind impacts, collection vehicle routes, litter size and type, and land usage. We do not anticipate students entering the landfill site to measure litter.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-06-0221 GENERAL LIABILITY

Name Insured: UNIVERSITY OF CENTRAL FLORIDA

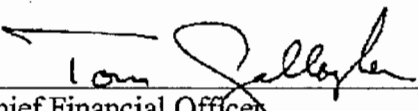
General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07


Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) Event of Occurrence
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) Notice of Claim or Suit
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) Assistance and Cooperation of the Insured
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: AL-06-0221 AUTOMOBILE LIABILITY

Name Insured: UNIVERSITY OF CENTRAL FLORIDA

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

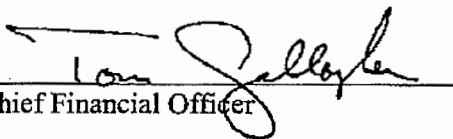
Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07


Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) Named Insured - The department or agency named herein.
- (b) Insured - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or

volunteers acting within the course and scope of employment.

- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Owned Automobile - An automobile owned by the named insured or leased under contract for six months or more.
- (g) Hired Automobile - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
- (h) Non-owned Automobile - Any automobile which is not an owned or hired automobile.
- (i) Trailer - The word trailer includes semi-trailer.
- (j) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

D. Exclusions

This certificate does not apply to:

- (a) any claim or judgment for punitive damages;
- (b) interest for the period prior to judgment;
- (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
- (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (e) liability assumed by the insured under any contract or agreement;
- (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

- compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
- (h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (i) damage or destruction to property owned by the insured;
- (j) liability related in any way with nuclear energy.

E. Conditions

1. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

2. Insured's duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
- (c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.

3. Limits of Liability

The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".

4. Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

- (a) any insured injured while occupying an owned vehicle, or
- (b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:
 - (1) eighty percent (80%) of all reasonable and necessary medical expenses, and
 - (2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and
 - (3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

- (a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;
- (b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (1) causing bodily injury to himself or herself intentionally; or
 - (2) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;
- (e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;
- (f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;
- (g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;
- (h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;
- (i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
ADDENDUM TO AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE FOR OFF-DUTY
LAW ENFORCEMENT VEHICLE PROPERTY DAMAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this Addendum, hereinafter referred to as the "insured", is hereby provided automobile property damage coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This Addendum is comprised of the foregoing provisions and stipulations as well as those provisions and stipulations contained in the Automobile Liability Certificate of Coverage, together with such other provisions and stipulations as may be added hereto by the Fund in the future.

I. General

The purpose of this Addendum is to provide property damage insurance coverage to State agencies and law enforcement officers as required by Section 284.311, F.S.

II. Property Damage Coverage

The Fund will pay for property damage to a motor vehicle owned by the insured when this property damage occurs while the motor vehicle is being used by a law enforcement officer, as defined in Section 943.10, F.S., for off-duty work for which the officer must reimburse the State, subject to the exclusions and deductible amounts stated in this Addendum. The Fund will pay reasonable repair costs or the actual cash value of the vehicle whichever is less.

If an independent appraisal of the property damage is required, the Fund will pay for this expense. If the accidental loss results in the motor vehicle being declared a total loss, the Fund will pay the insured the actual cash value of the motor vehicle (minus any applicable deductible amounts), and the Fund shall retain the salvage value of the motor vehicle.

Upon payment by the Fund of a loss under this Addendum, the insured shall assign all rights to recover the amount of loss to the Fund. The Fund will pursue and retain any monies collected from third parties who are legally liable for the loss.

III. Conditions

The law enforcement officer must be in the course and scope of approved off duty activities for which the officer must reimburse the State for use of the motor vehicle. The employee must be a law enforcement officer as defined in Section 943.10, F.S.

IV. Definitions

The following definitions shall apply to the property damage coverage established herein:

- (a) "Motor vehicle" - Any self-propelled vehicle with two or four or more wheels which is of a type both designed and required to be licensed for use on the highways of this state and any trailer or semi trailer designed for use with such vehicle and includes:

A "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.

A "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle.

The term "motor vehicle" does not include a mobile home or any motor vehicle which is used in mass

transit other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the State.

- (b) "At fault" - The law enforcement officer shall be deemed "at fault" (thereby subjecting the insured to the deductible amount) if the "contributing cause" code on a Florida Traffic Crash Report (Long Form) is anything other than code "01", (no improper driving action).
- (c) "Actual cash value" - Replacement cost minus depreciation.
- (d) "Property damage" - Physical damage to the covered motor vehicle due to collision or impact with another vehicle or object or due to other accidental loss.

V. Deductibles

The Fund will reduce the payments for property damage to the insured by any applicable deductible amount when the law enforcement officer is determined to be at fault in causing property damage to the insured motor vehicle.

Any proceedings to appeal the determination of fault will be pursued with the employing agency.

The Fund will adjust the deductible amount at the beginning of each fiscal year, upon consultation with the state agencies that employ the covered law enforcement officers. The amount of the deductible shall not exceed \$500 per incident.

VI. Exclusions

The Fund will not pay for property damage if:

- (a) The law enforcement officer was not in the course and scope of approved off duty activities when the property damage occurred.
- (b) The law enforcement officer is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- (c) The law enforcement officer does not have to reimburse the State for use of the motor vehicle.
- (d) Property damage is due to wear and tear or mechanical breakdown.

VII. Limits of Liability

Our limit of liability for loss will be the lesser of the:

- (a) Actual cash value of the damaged property; or
- (b) Amount necessary to repair or replace the property with other property of like kind and quality.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind of quality, the Fund will not pay for the amount of the betterment.

The following definitions shall apply to Personal Injury Protection coverages provided herein:

- (a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
- (b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
- (c) Named Insured - The department or agency named herein;
- (d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
- (e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
 - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor-vehicle of the pickup, panel, van, camper, or motor home type.
 - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
- (f) Occupying - In or upon or entering into or alighting from;
- (g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
 - (1) the bodily injury liability insurance of the policy applies;
 - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
- (h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
- (i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
 - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
 - (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
 - (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

E. Policy Period: Territory

The insurance under this section applies only to accidents which occur during the certificate period:

- (a) in the State of Florida, and
- (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

F. Conditions

(a) Notice

In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.

- (b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

STATE RISK MANAGEMENT TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-06-0221 STATE EMPLOYEE WORKERS' ·
COMPENSATION and EMPLOYER'S LIABILITY

Name Insured: UNIVERSITY OF CENTRAL FLORIDA

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person
 \$200,000.00 each occurrence

Inception Date: 7/1/06

Expiration Date: 7/1/07


Chief Financial Officer



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) **Workers' Compensation Law** - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) **State** - Any state or territory of the United States of America and the District of Columbia.
- (c) **Bodily Injury by Accident - Bodily Injury by Disease** - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) **Assault and Battery** - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable. **Coverage B** - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: David Gregory, Solid Waste Manager

From: Susan E. Dietrich, Assistant County Attorney
Ext. 7254

Date: January 29, 2007

Subject: Memorandum of Understanding Between the University of Central
Florida and Seminole County

Per your request, please find the above mentioned Memorandum of Understanding with revisions. Please review for technical clarity and accuracy and provide comments or suggestions to me at your earliest opportunity. Please call with questions.

SED/lpk

Attachment:
Memorandum of Understanding

cc: John Cirello, Ph.D., P.E., Environmental Services Director (w/o attachment)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendments to Solid Waste Collection Franchise Agreements, Seminole County, Florida, Residential Collection Services.

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: **CONTACT:** Carol Norwood **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to sign Second Amendment to RFP-4234-04/AJR Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Pro of Florida, Inc.; and,

Approve and authorize Chairman to sign Second Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Management, Inc. of Florida; and,

Approve and authorize Chairman to sign Second Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Services of Florida, Inc.

County-wide

BACKGROUND:

The attached Amendments to the Residential Solid Waste Agreements change the definitions of "Commercial Solid Waste," "Dwelling Unit," and "Residential Solid Waste" to include residences with more than four (4) units under one roof that receive curb-side collection service. Multi-family residences that receive refuse collection service using commercial container collection (e.g., dumpster) service will continue to be treated as commercial solid waste and are not part of the residential franchise agreements.

This change is being sought so that consistent refuse collection services can be provided to residences throughout the County. Also, several town-home communities have contacted the County because of difficulty obtaining curb-side refuse collection services when current private contracts expire. Staff discussions with several haulers have confirmed this fact.

The MSBU Office and the Solid Waste Management Division will transition town-home communities to the Solid Waste MSBU with the intention of full implementation of the program in January 2008.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CESS01 - Amend SW Collection Agree.pdf

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendments to Solid Waste Collection Franchise Agreements, Seminole County, Florida, Residential Collection Services.

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: John Cirello, PhD., P.E. **CONTACT:** David Gregory, Manager **EXT.** 2022

Agenda Date 03-13-07 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize Chairman to sign Second Amendment to RFP-4234-04/AJR Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Pro of Florida, Inc.; and,

Approve and authorize Chairman to sign Second Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Management, Inc. of Florida; and,

Approve and authorize Chairman to sign Second Amendment to Second Amended Solid Waste Collection Franchise Agreement, Seminole County, Florida, Residential Collection Services with Waste Services of Florida, Inc.

BACKGROUND:

The attached Amendments to the Residential Solid Waste Agreements change the definitions of “Commercial Solid Waste,” “Dwelling Unit,” and “Residential Solid Waste” to include residences with more than four (4) units under one roof that receive curb-side collection service. Multi-family residences that receive refuse collection service using commercial container collection (e.g., dumpster) service will continue to be treated as commercial solid waste and are not part of the residential franchise agreements.

This change is being sought so that consistent refuse collection services can be provided to residences throughout the County. Also, several town-home communities have contacted the County because of difficulty obtaining curb-side refuse collection services when current private contracts expire. Staff discussions with several haulers have confirmed this fact.

Reviewed by: _____

Co Atty: _____

DES: N/A

The MSBU Office and the Solid Waste Management Division will transition town-home communities to the Solid Waste MSBU with the intention of full implementation of the program in January 2008.

Reviewed by:

Co Atty: _____

DFS: N/A

Other: N/A

DCM: _____

CM: _____

File No:CESS01

**SECOND AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION
FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2006 and is to that certain Agreement made and entered into on the 25th day of February, 2005, as amended October 14, 2005, between **WASTE MANAGEMENT INC. OF FLORIDA**, whose address is 1001 Fannin, Suite 4000, Houston, Texas 77002, 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".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on November 24, 2004, as amended October 14, 2005, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; 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 43 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 1 of the Agreement is amended to read:**

* * * * *

(g) Commercial Solid Waste. Any Garbage, Bulk Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes Garbage, Bulk Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have more than four (4) residential units using commercial container collection services; and (vi) other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or recovered materials.

* * * * *

(p) Dwelling Unit. Any residence with kitchen facilities for the housing of a single family whether such a

residence is a detached structure or a unit of a multiple family building where each unit receives individual collection.

* * * * *

(dd) Residential Solid Waste. All Solid Waste originating from residential Dwelling Units.

* * * * *

2. 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:

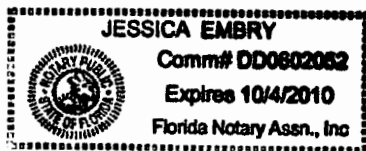
Jessica Embry
2/16/07 Secretary

WASTE MANAGEMENT INC. OF FLORIDA

By: MAVP President

Date: 1/23/2007

(Seal)



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE

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

By: _____

CARLTON D. HENLEY, 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 their _____, 2006,
regular meeting.

County Attorney

SED/sb

9/5/06

P:\USERS\SBERRIE\MY DOCUMENTS\AGT\SECOND AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGMT WASTE MGMT INC OF
FL.DOC

ENVIRONMENTAL SERVICES DEPARTMENT

SOLID WASTE MANAGEMENT DIVISION



Don Grossclose
Waste Services, Inc.
1099 Miller Rd.
Altamonte Springs, FL 32701

09.27.06

Subject: Attached Amendment to Solid Waste Collection Agreement

Dear Mr. Grossclose:

Attached is an amendment to the solid waste collection agreement between Waste Services and Seminole County. Please have the amendment signed by the appropriate, responsible person in your organization, and return it to me so that it may be fully executed by the Board of County Commissioners.

The amendment makes the following changes to the franchise agreement:

- Section 1 (g) – the definition of commercial waste no longer includes properties that have more than four (4) residential units.
- Section 1 (p) - the definition of dwelling unit is no longer limited to a building containing four (4) or less dwelling units under one common roof.
- Section 1 (dd) – the definition of Residential Solid Waste no longer excludes residential property with more than four (4) units per parcel of land.

The effect of these changes will allow the residential solid waste collection franchise to include properties with more than four (4) units under one roof; that is, town homes will be able to be collected under the franchise agreement. There has long been confusion in Seminole County about the collection of waste from town home communities.

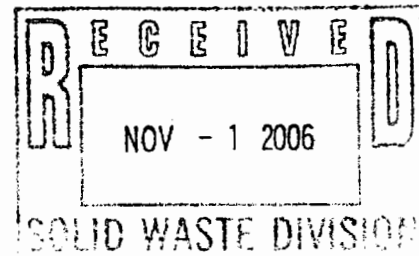
Once the residential franchise language has been corrected, Seminole County can take the steps necessary to include town homes that receive individual service into the residential collection program.

Please contact me at 407-665-2022 if you have any questions.

Sincerely,

David Gregory
Solid Waste Manager

cc: Kathy Moore, MSBU Manager
File



**SECOND AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION
FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2006 and is to that certain Agreement made and entered into on the 24th day of November, 2004, as amended October 14, 2005, between **WASTE SERVICES OF FLORIDA, INC.**, whose address is 112~~1~~ International Boulevard, 601 Burlington Ontario 171-6Z8 Canada, 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".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on November 24, 2004, as amended October 14, 2005, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; 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 43 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 1 of the Agreement is amended to read:**

* * * * *

(g) Commercial Solid Waste. Any Garbage, Bulk Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes Garbage, Bulk Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have more than four (4) residential units using commercial container collection services; and (vi) other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or recovered materials.

* * * * *

(p) Dwelling Unit. Any residence with kitchen facilities for the housing of a single family whether such a

residence is a detached structure or a unit of a multiple family building where each unit receives individual collection.

* * * * *

(dd) Residential Solid Waste. All Solid Waste originating from residential Dwelling Units.

* * * * *

2. 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:

John R. Lewis
Secretary

WASTE SERVICES OF FLORIDA, INC

By: [Signature] ~~MARKET MANAGER~~
Date: Oct 4, 06

-(Seal)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, 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 their _____, 2006,
regular meeting.

County Attorney
SED/sb
9/5/06

P:\USERS\SBERRIE\MY DOCUMENTS\AGT\SECOND AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGMT WASTE SVCS OF FL
INC..DOC

**SECOND AMENDMENT TO (RFP-4234-04/AJR) SOLID WASTE COLLECTION
FRANCHISE AGREEMENT
SEMINOLE COUNTY, FLORIDA
RESIDENTIAL COLLECTION SERVICES**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2006 and is to that certain Agreement made and entered into on the 25th day of February, 2005, as amended October 14, 2005, between **WASTE PRO OF FLORIDA, INC.**, whose address is 2101 West State Road 434, Longwood, Florida 32779, 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".

W I T N E S S E T H:

WHEREAS, the Contractor and County entered into the above-referenced Agreement on February 25, 2005, as amended October 14, 2005, to set forth the terms and conditions for the Contractor to provide residential solid waste, yard waste, recycling, side door and on-call collection services in unincorporated Seminole County; 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 43 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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* * * * *

(p) Dwelling Unit. Any residence with kitchen facilities for the housing of a single family whether such a

residence is a detached structure or a unit of a multiple family building where each unit receives individual collection.

* * * * *

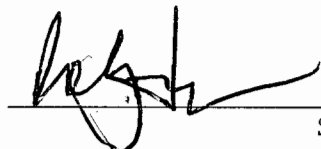
(dd) Residential Solid Waste. All Solid Waste originating from residential Dwelling Units.

* * * * *

2. 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:


Secretary

WASTE PRO OF FLORIDA, INC.

By: 
President

Date: 10-4-06

(Seal)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, 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 their _____, 2006,
regular meeting.

County Attorney
SED/sb
9/5/06

P:\USERS\SBERRIE\MY DOCUMENTS\AGT\SECOND AMENDMENT TO SECOND AMENDED SOLID WASTE COLLECTION FRANCHISE AGMT WASTE PRO OF FL.DOC

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 07-41 - \$20,000 - Public Works - Public Works Grants Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Fredrik Coulter

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the following: (Lin Polk)

District 4 Carlton D. Henley

BACKGROUND:

To recognize receipt of funding for design of a ten foot wide raised pedestrian crossing on Fernwood Boulevard in the location of the Lynx bus stop. The funding for this project will be received from the Florida Department of Transportation, as discussed in a separate agenda item at this meeting. The total reimbursable cost of the project is estimated to be approximately \$140,000, with a completion date of September 2008. (See attached)

STAFF RECOMMENDATION:

ATTACHMENTS:

1. BAR PW Fernwood.pdf

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**Fund: **Public Works Grants Fund****FS Recommendation**Fredrik V Coulter 2/21/07
Analyst Date

Budget Manager Date

Director Date

District 4

PURPOSE: To recognize receipt of funding for design of a ten foot wide raised pedestrian crossing on Fernwood Boulevard in the location of the Lynx bus stop. The funding for this project will be received from the Florida Department of Transportation, as discussed in a separate agenda item at this meeting. The total reimbursable cost of the project is estimated to be approximately \$140,000, with a completion date of September 2008.

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	Project #	Account Title	Amount
11916.331490.077701	00275601 (new)	Transportation Revenue Grant (Fernwood Blvd Pedestrian Crossing LAP)	\$ 20,000
Total Sources			\$ 20,000

Uses:

Account Number	Project #	Account Title	Amount
11916.077701.560680	00275601 (new)	Construction and Design (Fernwood Blvd Pedestrian Crossing LAP)	\$ 20,000
Total Uses			\$ 20,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 07-43 - \$225,000 - Public Safety - Fire Protection Fund.

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Ryan Switzer

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the following: (Lin Polk)

District 1 Bob Dallari

BACKGROUND:

Air quality testing was recently conducted at Fire Station 23. The testing revealed unacceptable air quality and on August 30, 2006 the Administrative Services department advised that the station could not be occupied until an appropriate mitigation of the facility was completed. Personnel have been relocated and architectural and engineering services have been contracted to bring the facility back to a habitable status. The estimated cost of the project is \$225,000. The Fire Protection fund's resulting reserve balance will be \$14,307,326.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. BAR for FS 23 mitigation \$225k.pdf

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): Fire Protection Fund

DFS Recommendation	
<u>Ryan P Switzer</u>	<u>2/16/07</u>
Analyst	Date
<u>Budget Mgr</u>	<u>Date</u>
Director	Date

PURPOSE: Air quality testing was recently conducted at Fire Station 23. The testing revealed unacceptable air quality and on August 30, 2006 the Administrative Services department advised that the station could not be occupied until an appropriate mitigation of the facility was completed. Personnel have been relocated and architectural and engineering services have been contracted to bring the facility back to a habitable status. The estimated cost of the project is \$225,000. The Fire Protection fund's resulting reserve balance will be \$14,307,326.

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	Project #	Account Title	Amount
11200.999912.599998		Reserves for Contingency	225,000
Total Sources			\$225,000

Uses:

Account Number	Project #	Account Title	Amount
11200.056100.530460	00261401 - Station 23 Mold Mitigation (New)	Repairs and Maintenance	225,000
Total Uses			\$225,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____



MEMORANDUM

TO: Mary Asbury, Public Safety Finance Coordinator

FROM: Terry Winn, Assistant Chief

SUBJ: Station 23 Mitigation Funding

DATE: February 12, 2007

Subsequent to employee complaints concerning a high number of respiratory illness problems in Station 23, Administrative Services was contacted to provide air quality analysis testing in the facility.

On 08/30/06 EMS/Fire/Rescue was advised by Administrative Services that Fire Station 23 (Howell Branch Road) could not be occupied due to air quality testing that revealed unacceptable results related to mold in the station.

Station personnel were immediately relocated, first to other area fire stations and then into a local apartment complex. Eventually, a mobile home was secured and placed at the Dyke Road Water plant for use until appropriate mitigation of the facility was completed.

In conjunction with Administrative Services, architectural and engineering services were contracted to provide a plan of action. Associated costs to bring the facility back to a habitable status have been estimated in the \$225,000 range with a built in contingency.

Fire Chief Leeanna Raw has requested that funding for the facility mitigation be provided for out of contingency funding. This is due to the fact that this project was unbudgeted and unanticipated.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 07-44 - \$60,000 - Library and Leisure Services - General Fund.

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Ryan Switzer

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the following: (Lin Polk)

County-wide

BACKGROUND:

Additional appropriation is needed for the Cross Seminole Trail/Howell Creek Erosion Control project due to increased concrete cost, special matting and labor cost associated with accessibility issues. Bids were received for the project and upon receipt of additional funding the project can be completed within three months. Estimated total project cost is now \$510,000. Adjusted General Fund Reserve balance will be \$11,595,596.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. BAR for Howell Creek Erosion Control.pdf

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Library & Leisure Services**
 Fund(s): General Fund

FS Recommendation

B Crawford	
Analyst	Date
Budget Manager	Date
Director	Date

District 2

PURPOSE: Additional appropriation is needed for the Cross Seminole Trail/Howell Creek Erosion Control project due to increased concrete cost, special matting and labor cost associated with accessibility issues. Bids were received for the project and upon receipt of additional funding the project can be completed within three months. Estimated total project cost is now \$510,000. Adjusted General Fund Reserve balance will be \$11,595,596.

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	Project #	Account Title	Amount
00100-999901-599998		Reserve for Contingency	\$60,000
Total Sources			\$ 60,000

Uses:

Account Number	Project #	Account Title	Amount
00100-043800-560650	00249001	Construction in Progress	\$60,000
Total Uses			\$ 60,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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: _____
 Carlton Henley
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 07-45 - \$225,000 - Administrative Services - Infrastructure Improvement Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Timothy Jecks

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to execute the following: (Lin Polk)

County-wide

BACKGROUND:

Appropriation of fund balance for advisory services related to development of a strategic and financial plan for the Five Points Government Center.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. BAR AS Support Srvs 5 Points Development.pdf

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Administrative Services**
Fund(s): Infrastructure Improvement

PURPOSE: Appropriation of fund balance for advisory services related to development of a strategic and financial plan for the Five Points Government Center.

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	Project #	Account Title	Amount
30600.399999		Beginning Fund Balance	225,000
Total Sources			225,000

Uses:

Account Number	Project #	Account Title	Amount
30600.010581.530340	00243101	Contracted Services	225,000
Total Uses			225,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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

Date: _____

Entered by County Finance Department

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR 07-11 - \$750,000 - Public Works - 1991 Infrastructure Sales Tax and Arterial Infrastructure Impact Fee Funds

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Fredrik Coulter

EXT:

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

BCR 07-11 - \$750,000 - Public Works - 1991 Infrastructure Sales Tax and Arterial Infrastructure Impact Fee Funds.

District 5 Brenda Carey

BACKGROUND:

Additional funding is required for the 00006102 - Airport Boulevard Phase II & III / Widen Roadway from 2 to 4 Lanes project. This project includes the Construction costs for the 00006101 – Airport Boulevard Phase III / Widen Roadway from 2 to 4 Lanes project. This project (00006101) can provide the additional funding required due to land acquisition costs being lower than anticipated. The 00006102 project is for the widening of Airport Boulevard from 2 to 4 lanes from US 17/92 to State Road 46 and is anticipated to be completed October 2008. The total cost of the two projects can be estimated as follows:

<u>Recap of Project Budgets</u>	00006101	00006102	Total
Fiscal Year 2006/07 Budget			
Current Budget	\$ 2,550,085	\$ 20,442,582	\$ 22,992,667
Change Request	(750,000)	750,000	=
Adjusted Budget	1,800,085	21,192,582	22,992,667
Estimated costs incurred through 9/30/06	<u>10,087,890</u>	<u>5,067,618</u>	<u>15,155,508</u>
Total Estimated Project Cost	\$ 11,887,975	\$ 26,260,200	\$38,148,175

(See attached)

STAFF RECOMMENDATION:

ATTACHMENTS:

1. BCR PW Airport.pdf

SEMINOLE COUNTY BUDGET REQUEST		Budget Division Use only:	
DATE:	2/21/07		
FROM: Department	Public Works	BCR	<input checked="" type="checkbox"/>
Division	Engineering	DFS	<input type="checkbox"/>
		District	5

WHAT IS NEEDED:

<input type="checkbox"/>	Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
<input type="checkbox"/>	More funds for Budgeted Item: Item is budgeted, but additional funds are required.
<input type="checkbox"/>	New item: Item is not in this fiscal year's budget.
<input checked="" type="checkbox"/>	Operational Adjustment (Transfer or Savings to cover coverage)
<input type="checkbox"/>	Project reclass, Must be within same Project Number

Detailed Explanation:

Additional funding is required for the 00006102 - Airport Boulevard Phase II & III / Widen Roadway from 2 to 4 Lanes project. This project includes the Construction costs for the 00006101 – Airport Boulevard Phase III / Widen Roadway from 2 to 4 Lanes project. This project (00006101) can provide the additional funding required due to land acquisition costs being lower than anticipated.

The 00006102 project is for the widening of Airport Boulevard from 2 to 4 lanes from US 17/92 to State Road 46 and is anticipated to be completed October 2008. The total cost of the two projects can be estimated as follows:

<u>Recap of Project Budgets:</u>	00006101	00006102	Total
Fiscal Year 2006/07 Budget:			
Current Budget	\$ 2,550,085	\$ 20,442,582	\$ 22,992,667
Change Request	(750,000)	750,000	-
Adjusted Budget	1,800,085	21,192,582	22,992,667
Estimated costs incurred through 9/30/06	10,087,890	5,067,618	15,155,508
Total Estimated Project Cost	<u>\$ 11,887,975</u>	<u>\$ 26,260,200</u>	<u>\$ 38,148,175</u>

Fund # 11500/12601 **Fund Names** 1991 Infrastructure Sales Tax / Arterial Infrastructure Impact Fee

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	11500.077515.560610	00006101	Land (Airport Blvd Phase III)	\$ 307,500
FROM	12601.077521.560610	00006101	Land (Airport Blvd Phase III)	442,500
			TOTAL	\$ 750,000

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	11500.077515.560670	00006102	Roads (Airport Blvd Phase II & III)	\$ 307,500
TO	12601.077521.560670	00006102	Roads (Airport Blvd Phase II & III)	442,500
			TOTAL	\$ 750,000

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 2/21/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date March 13, 2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Emergency Medical Services Tracking and Reporting System (EMSTARS) Grant Program

DEPARTMENT: Fiscal Services

DIVISION: Fiscal Services Administration

AUTHORIZED BY:

CONTACT: Jennifer Bero

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval to submit a grant application to the Bureau of Emergency Medical Services for the EMSTARS Grant Program, and authorize the Chairman to execute supporting documents.

County-wide

BACKGROUND:

The Bureau of Emergency Medical Services received funds from the Florida Department of Transportation to offer the Emergency Medical Services Tracking and Reporting System (EMSTARS) grant program. This program provides funding to Florida licensed Emergency Medical Service Providers to purchase hardware and software necessary to implement an electronic EMS data collection system.

Staff is interested in pursuing the grant to purchase ten (10) notebook computers, each equipped with mobile internet service and EMS reporting software. Placement of these computers within each ALS transport unit would allow responding crews to input patient demographic and medical information directly into an electronic EMS reporting system, immediately providing accurate patient treatment information to hospital personnel and the County Medical Director.

The proposed application would request \$75,000. Although no match is required, all grantees would be required to purchase the items prior to the funds being reimbursed by the grant. Expenditures would be accommodated by FY 06/07 budgeted funds for Public Safety.

Request Board approval to submit a grant application to the Bureau of Emergency Services for the EMSTAR Grant Program, and authorize the Chairman to execute supporting documents.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Abstract.doc
2. Announcement letter.pdf
3. Signature Pages.pdf

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: Bureau of Emergency Medical Services

DATE DUE: March 23, 2007

PROJECT TITLE: EMS Field Data Collection

DEPARTMENT: Public Safety – Fire/Rescue Division

PROJECT INITIATOR(S): Leeanna Raw, Fire Chief

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Stanley Human, Battalion Chief

PROJECT DESCRIPTION: If awarded, this grant would fund the purchase of ten (10) notebook computers, each equipped with mobile internet service and EMS reporting software. Each ALS transport unit within the Seminole County Fire/Rescue Department would be equipped with a notebook computer, allowing responding crews to input patient demographic and medical information directly into an electronic EMS reporting system [replacing paper/pen method]. Compatibility with the department's Lifepack 12 patient monitoring devices would allow for an instantaneous transfer of patient assessment information, providing highly accurate patient treatment records to both receiving facilities and the State Department of Health.

TOTAL AMOUNT REQUESTED: \$75,000

MATCHING FUNDS (IF APPLICABLE): 0

SOURCES OF MATCH: N/A

-

TOTAL PROJECT COST: \$75,000

GRANT FUNDING IS:

☒ COMPETITIVE

☐ ENTITLEMENT

☐ CONTRACT



ORIGINAL

Charlie Crist
Governor

Joseph J. Chiaro, M.D., FAAP
Interim Secretary

January 25, 2007

TO: Emergency Medical Services Providers

SUBJECT: EMSTARS Field Data Collection
Florida Department of Transportation Funding Opportunity

The Bureau of Emergency Medical Services is pleased to provide you with the manual for the Emergency Medical Services Tracking and Reporting System (EMSTARS) field data collection program application. The manual contains the application form and the information necessary to request grant funds for the improvement and expansion of your emergency medical services field data collection program. The Bureau of EMS received \$330,000.00 from a grant funded by the Florida Department of Transportation, which is potentially a multi-year grant. These funds may only be used to purchase hardware and software relating to the EMSTARS. Examples of hardware and software that can be purchased with these funds include lap-tops, software to set up the program, licenses for the software, desk top computers, and justified printers.


You must complete the application forms on pages 3 through 8. Submit the original completed and signed application and two copies to the bureau. Pages 7 and 8 of the application manual must be signed by the individual listed on page 3 in Item 2 (Application Signer) of the application. Send the original and two copies to:

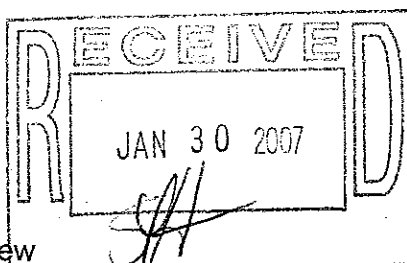
EMS Grant Program
DOT Funding
4052 Bald Cypress Way, Bin C-18
Tallahassee, FL 32399-1738

Please retain the manual. It contains the requirements for funding management and the forms for submitting change requests and reimbursement for expenditures. The deadline for submission of the application is March 23, 2007 by 5 p.m., EDT. The applications will be reviewed and scored within 21 days after the deadline. Notification relating to the outcome of your application will be mailed within 21 days after the outcome is determined. Due to the limited amount of funds, not all high scoring applications will be funded. However, since this program has additional years of funding, you may be eligible for funding in subsequent federal fiscal years.

Thank you for your cooperation and support to improve the EMS data collection in Florida. If you have any questions, please contact Ed Wilson at (850) 245-4440 extension 2737.

Sincerely,


John C. Bixler, Paramedic, RN, BSN
Chief, Bureau of EMS



JCB/ew
Enclosure

PLEASE NOTE: This item must be signed by the individual identified in item # 2 (Applicant Signer) on page 3.

11. Applicant Agreement and Certification:

My signature below certifies the following:

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for these funds and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief that all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.

I accept that, in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all applications or waive any minor irregularity or technicality in applications received, and can exercise that right.

I certify that all cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this application.

The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # K9-07-18-02, DOT Contract # A0N88 (Attachment I). A final invoice must be received by August 31, 2007 or payment will be forfeited.

Acceptance of Terms and Conditions: If awarded funding, I certify that I will comply with all of the above and also accept the attached terms and conditions and acknowledge this by signing below.

Signature of Applicant
(Individual Identified in Item 2)

____/____/____
MM/DD/YY

Department Approval: (to be signed upon approval.)

Signed by Project Director

____/____/____
MM/DD/YY

FLORIDA DEPARTMENT OF HEALTH
EMS PROGRAM

REQUEST FOR REIMBURSEMENT

DOH Remit Payment To:

Name of Agency: Seminole County Board of County Commissioners

Mailing Address: 1101 East First Street

Sanford, FL 32771

Federal Identification Number: 59-6000856

Authorized Agency Official: _____
Signature Date

Carlton D. Henley, Chairman
Type Name and Title

Sign and return this page with your application to:

*Florida Department of Health
EMS Grant Program
DOT Funding
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738*

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Amount For DOH To Pay: \$ _____

Approved By: _____ Dates: _____
Signature of EMS Project Director Beginning Ending

Organization Code E.O. OCA Object Code
64- _____ N2000 _____

Federal Tax ID: VF _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request for Proposals - RFP-600106-06/TLR – Finance and Development Advisory Services. (Ray Hooper)

DEPARTMENT: Fiscal Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY:

CONTACT: Tammy Roberts

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Award RFP-600106-06/TLR – Finance and Development Advisory Services, to Stainback Public/Private Real Estate (SPPRE), Houston, Texas (\$203,220.00 + Expenses).

County-wide

BACKGROUND:

On August 22, 2006, the Board of County Commissioners authorized staff to seek proven expertise in the development, formulation and implementation of public/private real estate development and financial plans. RFP-600106-06/TLR will provide for the expertise of a real estate development firm to develop a strategic public/private real estate development and financial plan for the Five Points Government Center. The project will optimize and leverage government owned real estate, non-tax income and tax revenue generated by potential commercial development and/or the disposition/reuse of government owned real estate assets. The required services are defined as described:

Phase I: Complete Pre-Development Analysis/Evaluation of Five Points Area.

Phase 2: Finalization of a master plan and define total development budgets.

Phase 3: Assess the financial leveraging capacities and overall economic value of the real estate assets.

Phase 4: Prepare a strategic financial plan that provides for the implementation of

the land development plan.

Phase 5: Develop alternative public/private finance plans.

Phase 6: Development a “next step” report for the BCC.

This project was publicly advertised and the County received two (2) proposals in response to the solicitation, listed alphabetically:

- Real Estate Research Consultants, Orlando, Florida;
- Stainback Public/Private Real Estate (SPPRE), Houston, Texas.

The Evaluation Committee, which consisted of Steve Howard, Administrative Services Department Director; Meloney Lung, Support Services Manager/Administrative Services Department; and Lisa Spriggs, Fiscal Services Department Director, evaluated the proposals. Consideration was given to similar experience, qualifications and past performance of the firm and personnel, approach and methodology proposed to accomplish County’s goals and proposed cost of the project. Based on the initial evaluation, the Evaluation Committee determined that both firms were equally qualified to perform the services and presentations were conducted. After the presentations, both firms were evaluated based on clarification of issues posted during the evaluation of proposals, specifics with regard to deliverables, and their demonstration to meet County’s needs.

STAFF RECOMMENDATION:

This is a budgeted project and funds will be available in account number 010581.5303400 Contracted Services in conjunction with the accompanying BCR. Fiscal Services and Administrative Services/Support Services/Purchasing and Contracts Division recommend the Board to approve the award.

ATTACHMENTS:

1. Agenda 3-13 support.pdf

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER: RFP-600106-06-TLR
RFP TITLE: Finance & Development Advisory Services
for the Seminole County
5-Points Government Center

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

Page 1 of 1

DUE DATE: November 22, 2006 at 2:00 P.M.

Response 1	Response 2
Real Estate Research Consultants 518 South Magnolia Avenue Orlando, Florida 32801 407-843-5635 – phone 407-839-6197 – fax Thomas R. Kohler	Stainback Public/Private Real Estate 3100 Timmons Lane, Suite 310 Houston, Texas 77027 713-621-3007 – phone 713-621-8008 – fax John Stainback

The evaluation criteria is as follows:

Similar Experience/Past Performance: 30%

- Structuring Public/Private Finance and Development Plans
- Completing:
Developer Pro Forms
Financial Sensitivity Analysis
Financial engineering;
- Developing:
Ownership/Investment/Development/Facility Operations Scenarios
Techniques and Finance Instruments to reduce development cost and enhance cash flow
Financial strategies

Qualifications of the firm/and or individual(s): 25%

- Adequate professional/technical competence of the firm and/or individuals; qualifications of the firm, personnel and Sub-consultants; experience in similar work; qualifications of the firm and individuals responsible for providing the required services;
- Past and current experience with governmental entities;
- Workload/Availability of staffing; the ability and capacity to perform required services;

Approach to work/methodology: 25%

Firm's Proposed Total Cost: 20%

Status:

Posted: 11/27/2006 (11:00 AM)

Evaluation Committee Meeting: December 07, 2006 at 2:00 PM – 1101 E. 1st St., Rm. 3223, Sanford, Florida

Presentations: January 25, 2007 at 1:00 pm, 1101 E. 1st St., Rm. 3223, Sanford, Florida

Presentation follow-up via telephone with Stainback on February 6th at 4pm, 1101 E. 1st St. Rm. 3223, Sanford, FL

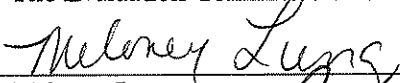
(Posted 2/7/2007@12:00pm) **Recommendation of Award:** Stainback Public/Private Real Estate

Presentation to the BCC: 3/13/2007


RFP-600106-06/TLR
Finance & Development Advisory Services

	<i>M. Lung</i>	<i>S. Howard</i>	<i>L. Spriggs</i>	Overall Consensus
<i>Real Estate Research</i>	2	2	2	#2
<i>Stainback Public/Private Real Estate</i>	1	1	1	#1

The Evaluation Committee recommends **Stainback Public/Private Real Estate** for award of this project.



Meloney Lung



Lisa Spriggs



Steve Howard

**RFP-600106-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Stainback Public, Private Real Estate

QUALIFICATION COMMITTEE MEMBER: Lisa Spragg

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance

(30%)

many specific examples of performance / experience
in public / private development partnerships
with portions of project remaining public

Score 95 28.5
(0-100)

Criteria: Qualifications of the firm/or Individuals

(25%)

Strong - professional / technical competence
experience with government.
Purpose is public / private partnerships

Score 95 23.75
(0-100)

Criteria: Approach to the work/Methodology

(25%)

SPPRE 17 Step Pre-Development Process vary
clear & methodical.

Score 100 25
(0-100)

Criteria: Proposed Total Cost

(20%)

15.50% / Score 62
(0-100)

15.5
92.75

TOTAL SCORE (0-100 Points)

92.75

RANKING

1

**RFP-600106-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Real Estate Research Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Lisa Spriggs

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance (30%)

Good representation of experience but not
always in mixed use involving public facilities

Score 85 25.5
(0-100)

Criteria: Qualifications of the firm/or Individuals (25%)

Strong qualifications and experience of team.

Score 85 21.25
(0-100)

Criteria: Approach to the work/Methodology (25%)

Approach followed steps presented in RFP.

Score 85 21.25
(0-100)

Criteria: Proposed Total Cost (20%)

20% / Score 100 20.00
(0-100)

TOTAL SCORE (0-100 Points)

88

RANKING

2

**RFP-600106-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Real Estate Research Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Meloney Lenz

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance (30%)

Local - several projects

Score 75 22.5
(0-100)

Criteria: Qualifications of the firm/or Individuals (25%)

Qualification over good - Brought entire team to presentation

Score 80 20
(0-100)

Criteria: Approach to the work/Methodology (25%)

provided outline of steps - During presentation provided flow-chart of pre-development planning + implementation process

Score 75 18.75
(0-100)

Criteria: Proposed Total Cost (20%)

\$ 125,000

20% / Score 100
(0-100)

TOTAL SCORE (0-100 Points)

81.25

RANKING

2

**RFP-600106-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Stainback Public, Private Real Estate

QUALIFICATION COMMITTEE MEMBER: Meloney Lung

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance

(30%)

Many Successful projects - Recently
awarded contract with Orlando for
performing Arts + awarded contract for City of
Apelka
Score 80 24
(0-100)

Criteria: Qualifications of the firm/or Individuals

(25%)

Qualifications were good - many years of
experience
Score 85 21.25
(0-100)

Criteria: Approach to the work/Methodology

(25%)

17-Step clear process - appears to be a proven
technique - they look outside the box in
order to meet clients needs
Score 90 22.5
(0-100)

Criteria: Proposed Total Cost

(20%)

\$203,220
Travel from Houston - Add'l cost
15.50% / Score 62
(0-100)

TOTAL SCORE (0-100 Points)

83.25

RANKING

1

**RFP-600108-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Real Estate Research Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: STEVE HOWARD

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance

(30%)

Local Experience.. worked with several government Entities
Strong in Research - project working relationship with
past county consultants that have worked on conceptual master plan

24

Score 80
(0-100)

Criteria: Qualifications of the firm/or Individuals

(25%)

Broad range of experience - several worked in government
previously understand challenges of environment of local
government

Score 79
(0-100)

19.75

Criteria: Approach to the work/Methodology

(25%)

provided overview of anticipated milestones and objectives
with no major weaknesses

Score 79
(0-100)

19.75

Criteria: Proposed Total Cost

(20%)

Fee Schedule Outstanding

20% / Score 100
(0-100)

20

TOTAL SCORE (0-100 Points)

RANKING

83.5

**RFP-600108-06/TLR – Financial and Development Advisory Services for the
Seminole County Five-Points Government Center**

SUBMITTAL COMPANY NAME: Stainback Public, Private Real Estate

QUALIFICATION COMMITTEE MEMBER: STEVEN HOWARD

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Similar Experience/Past Performance

(30%)

Structured public/private finance and development plans with a
value of 19.5 billion (CEO) Sole purpose - structure and implement
public/private real estate partnerships

Score 90
(0-100)

27

Criteria: Qualifications of the firm/or Individuals

(25%)

CEO - 20 years experience in the public/private finance and development industry,
Outstanding Specialized Experience and Selected Public/Private
Finance and Development Experience of Individuals of Firm

Score 90
(0-100)

22.5

Criteria: Approach to the work/Methodology

(25%)

Outstanding - 17 Step Pre-Development Process - "GO/NO-GO"
decision points throughout the Pre-Development process - will allow
optimum flexibility.

Score 90
(0-100)

22.5

Criteria: Proposed Total Cost

(20%)

Submittal Company provides added value to this complex and
technical project

15.50% / Score 62
(0-100)

15.50

TOTAL SCORE (0-100 Points)

87.50

RANKING

CONSULTING SERVICES AGREEMENT (RFP-600106-06/TLR)
FINANCE AND DEVELOPMENT ADVISOR - FIVE POINTS GOVERNMENT CENTER

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **STAINBACK PUBLIC/PRIVATE REAL ESTATE, LLC**, duly authorized to conduct business in the State of Florida, whose address is 3100 Timmons Lane, Suite 310, Houston, Texas 77027, 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide finance and development advice for the Five Points Government Center 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 furnish consulting services to COUNTY and desires to provide its 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 hereby retains CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. Each task is defined by phase, and COUNTY shall have the option to direct and/or limit the Scope of Services from one up to all phases.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement

shall be in the form of a written Notice to Proceed issued and executed by COUNTY for each phase of the Scope of Services.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be deemed completed upon final acceptance by COUNTY.

SECTION 4. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED THREE THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$203,220.00), including reimbursable expenses. CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee amount stated above. CONSULTANT shall be compensated at the rates as indicated on Exhibit B, attached hereto.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 5. REIMBURSEABLE EXPENSES. Reimbursable expenses are subject to the "Not-to-Exceed" amount set forth above. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

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

SECTION 6. BILLING AND PAYMENT.

(a) CONSULTANT shall render to COUNTY at the close of each calendar month an itemized invoice, properly dated including, but not limited to, the following information:

(1) The name and address of CONSULTANT;

(2) Contract Number;

(3) A complete and accurate record of services performed by CONSULTANT for all services performed by CONSULTANT during that month and for which COUNTY is being billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The 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:

Seminole County Administrative Services Department
200 West County Home Road
Sanford, Florida 32773

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

SECTION 7. AUDIT OF RECORDS.

(a) 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 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 required by Section 4(b).

(b) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences 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 this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

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

SECTION 8. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality of services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(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 or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be

and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of review and acceptance of the work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill CONSULTANT's 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 plans, studies, reports, estimates, summaries, and such other information and materials 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. CONSULTANT shall be paid no more than a percentage of the amount equivalent to the percentage of the completion of work 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 Agreement or otherwise. In such case, CONSULTANT shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform this Agreement arises

out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either 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 the fault or negligence of CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

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, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. 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 persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this

Agreement and that CONSULTANT has not paid or agreed to pay any persons, 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 the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its 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. 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 opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior 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 15. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, defend, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. CONSULTANT shall, at CONSULTANT's own cost, procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto 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 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 this Agreement and that the insurance is in full compliance with the requirements of this 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 this Agreement and that the insurance is in full compliance with the requirements of this 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 CONSULTANT shall relieve CONSULTANT of CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, 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 440.57, 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 Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until this Agreement's 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 and shall contain a waiver of subrogation to COUNTY. 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 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	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), per wrongful act, error, or omission.

(4) Business Auto Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by Part IV of the

latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

<u>LIMITS</u>	
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. 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 to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. 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 either be on an occurrence basis, or, 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) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", 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 protest procedures set forth in subsection (a) above, of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest 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 18. 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, shall designate and advise CONSULTANT in writing of one or more COUNTY 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 CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. 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 20. 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 21. 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 COUNTY and CONSULTANT 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 an independent consultant with respect to all services performed under this Agreement.

SECTION 22. 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 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 24. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and 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 West County Home Road
Sanford, Florida 32773

For CONSULTANT:

Stainback Public/Private Real Estate, LLC
3100 Timmons Lane, Suite 310
Houston, Texas 77027

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing 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 28. CONFLICT OF INTEREST.

(a) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

STAINBACK PUBLIC/PRIVATE
REAL ESTATE, LLC

Witness

By: _____
JOHN STAINBACK, MANAGER

Print Name

Date: _____

Witness

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

Exhibit A - Scope of Services
Exhibit B - Rate Schedule

AEC/jjr
2/9/07
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EXHIBIT "A"

SCOPE OF SERVICES

FINANCE AND DEVELOPMENT ADVISOR SERVICES

SEMINOLE COUNTY FIVE POINTS GOVERNMENT CENTER

Seminole County is seeking a consultant with proven expertise in the following areas:

- Structuring Public/Private Finance and Development Plans
- Evaluating Development Master Plans
- Completing Developer Pro Forms
- Completing Financial Sensitivity Analysis
- Developing Ownership/Investment/Development/Facility Operations Scenarios
- Completing Financial Engineering
- Developing Techniques and Finance Instruments to Reduce Development Costs and Enhance Cash Flow
- Developing Financial Strategies for the Leveraging of Government Owned Real Estate Assets

The Seminole County Board of County Commission has requested the development of a strategic public/private real estate development and financial plan for the Five Points Government Center that optimizes and leverages government owned real estate, non-tax income and tax revenue generated by potential commercial development and/or the disposition/reuse of government owned real estate assets.

The primary objective is to construct a financial strategy that enables the ultimate development of the Five Points Government Center, maintains a financially feasible County funding level and/or reduces the overall development budget of the project.

BACKGROUND

The Five Points Government Center area, as defined for this project, is an approximately 128 acre property owned by the Seminole County Board of County Commission (BCC) and is illustrated in Exhibit 1. The area is home to several County operations including the Criminal Justice Center, Sheriffs Office and Public Safety Building, Fleet Services, Road Operations, Traffic Engineering, Animal Services, Historical Museum and Facilities Maintenance. The historical development pattern has resulted in an inefficient use of the County's largest property and therefore, the Board of County Commissioners authorized the development of a Master Development Plan for the area.

At the direction of the BCC, a preliminary master plan was developed for the Five Points area by the consultant firm, ZHA, Inc. A primary consideration of this effort was to identify which County facilities and functions could/should be consolidated and how the area should develop given the long term service needs of the County. ZHA Inc. presented to the BCC on March 28, 2006, at which time the BCC held off on adopting the plan and directed staff to pursue the development of a public / private partnership proposal for the development of the Five Points area. As the BCC has not formally adopted a Master Land Use Plan for the Five Points area,

all previous studies and reports, including the ZHA plans, are to be available as potential resources for the presentation of a public / private partnership development proposal for the Five Points area.

Concurrently, the US 17-92 CRA has developed a preliminary land development plan for the Five Points area through a professional services agreement with Glatting Jackson. This conceptual plan needs to be enhanced to identify specific building types and sizes, urban form and building placement, and an associated "site plan" that enables the ultimate build-out of the Area.

SCOPE OF SERVICES – FINANCE AND DEVELOPMENT SERVICES ADVISOR:

Phase 1: Complete Pre-Development Analysis/Evaluation of Five Points Area

1. Analyze all recently completed reports, budgets, development regulations and master plans related to the development/redevelopment of the Five Points Area, specifically the ZHA Five Points Government Center Land Use Master Plan, the US 17-92 CRA 2006 Strategy, the Seminole Community College Master Plan, HKS Space Needs Assessment(2005) and the Bentley Master Growth Plan Study (2003) to gain an understanding of concerns such as but not limited to:
 - 17-92 CRA projects affecting area
 - Zoning and land use
 - Demographics and growth projections
 - Existing layout of the site
 - County operations presently located at site
 - Recent and programmed public investment in the site (since 1995)
 - Recent and programmed public investment in the general area (since 1995)
 - Utilities and utility providers
 - Overall development pattern
 - Transportation and mobility in, out and through the site
2. Complete a half day Project Kick-off work session with Seminole County officials/staff to:
 - Discuss the goals and specific objectives of the project
 - Discuss the specifics of the site
 - Gain an understanding of the land uses involved with the project
 - Gain an understanding of the "players" involved, both public and private
 - Discuss and evaluate previous planning efforts
 - Obtain historical and/or site specific information on the area
 - Gain insight into the political impacts of the project
 - Gain an understanding of the rationale for the project
 - Develop a draft of the "Guiding Principles" for the project
3. Identify and coordinate with key landowners adjacent to the Five Points area
 - Discuss goals and specific objectives of the project
 - Gain an understanding of proposed development plans for adjacent properties

- Assess opportunities for expansion of site
4. Prepare a summary of the work session described in Task 2

Phase 2: Finalization of a master land development plan for the Five Points Government Center area and define total development budgets for implementation of the plan

1. Coordinate with the previous consultants (ZHA and Glatting Jackson) to fully understand the basis for the preliminary land development plan
2. If economically and fiscally advantageous to the County, develop alternative land development plans for the area
3. Identify and define acreage available for non government use
4. Confirm appropriateness of mix, intensity and location of proposed land uses to achieve financial objectives
5. Develop complete cost estimates for the implementation of the finalized land development master plan
6. Determine and identify cost responsibilities of public and private development interests
7. Complete a project review session with County staff
8. Prepare written summary of Phase 2 activities

Phase 3: Assess the financial leveraging capacities and overall economic value of the real estate assets owned by the Seminole County Board of County Commissioners

1. Prioritize the County's major real estate assets in order of end use market value
2. Develop strategies for the reuse and/or disposition of the prioritized real estate assets
3. Integrate the financial strategies towards the elements of the finalized land development plan

Phase 4: Prepare a strategic financial plan that provides for the implementation of the land development plan

1. Complete financial models, including a financial sensitivity analysis for the non-government/commercial development proposed for the site
2. Complete a revenue projection analysis (property and sales) to include all of the various components of the project
3. Determine the amount of public debt that can be supported by the revenues generated by the proposed project
4. Complete a project review session with County staff
5. Prepare summary of Phase 3 activities

Phase 5: Develop alternative public / private finance plans for the Five Points Government Center

1. Complete financial analyses and develop public/private finance plans
2. Prepare and compare up to three alternative ownership, investment, development and operational scenarios for the County
3. Prepare financial structure diagrams for each of the alternatives

4. Develop a detailed benefit analysis that discusses the advantages and disadvantages from both the government/public and the private development perspectives
5. Complete a project review session with County staff
6. Prepare a summary presentation of Phases 1-4

Phase 6: Develop a "next steps" report for the BCC to illustrate the process towards implementation of the finalized land development master plan

1. Identify and illustrate the future actions required of the BCC
2. Identify primary public partners and respective roles and responsibilities
3. Identify a minimum of three private sector land development firms interested in partnering with the County
4. Prepare an estimated construction and implementation schedule for the next steps report
5. Finalize analyses, recommendations, and next steps into a report
6. Present the report findings to the BCC

The following reports are available for your review and may be utilized as a basis to formulate your findings:

- ZHA Five Points Government Center Land Use Master Plan (2006)
- US 17-92 Community Redevelopment Agency Corridor Strategy (2006)
- HKS Space Needs Assessment (2005)
- Bentley Master Growth Plan Study (2003)

ATTACHMENTS

- | | |
|-----------|---|
| Exhibit 1 | Map of Five Points Government Center area |
| Exhibit 2 | Map of County Owned Real Estate Holdings |

EXHIBIT B

Finance and Development Advisory Services

FEE SCHEDULE FORM

In accordance with the specifications indicated in the RFP, the undersigned Proposer hereby submits the following for providing Seminole County with the required services. The undersigned Proposer accepts all terms and conditions as 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 has made no changes in the proposal document as received. The Proposer further proposes and agrees, if this submittal is accepted, will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between Proposer and Seminole County, Florida, for the performance of all requirements to which this proposal pertains.

Phase 1: Complete Pre-Development Analysis/Evaluation of five Points Area:	\$ 17,965
Phase 2: Finalization of a master plan: And define total development budgets	\$ 40,070
Phase 3: Assess the financial leveraging capacities and: Overall economic value of the real estate assets	\$ 38,770
Phase 4: Prepare a strategic financial plan that provides for the : Implementation of the land development plan	\$ 36,960
Phase 5: Develop alternative public/private finance plans :	\$ 54,575
Phase 6: Development a "next step" report for the BCC	\$ 14,880
TOTAL COST	\$ 203,220

Name of Firm: Stainback Public/Private Real Estate (SPPRE)

By:

(Signature)

John Stainback, President/CEO

Name & Title (print or type)

EXHIBIT B

Finance and Development Advisory Services

FEE SCHEDULE FORM

In accordance with the specifications indicated in the RFP, the undersigned Proposer hereby submits the following for providing Seminole County with the required services. The undersigned Proposer accepts all terms and conditions as 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 has made no changes in the proposal document as received. The Proposer further proposes and agrees, if this submittal is accepted, will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between Proposer and Seminole County, Florida, for the performance of all requirements to which this proposal pertains.

Phase 1: Complete Pre-Development Analysis/Evaluation of five Points Area:	\$ 17,965
Phase 2: Finalization of a master plant: And define total development budgets	\$ 40,070
Phase 3: Assess the financial leveraging capacities and: Overall economic value of the real estate assets	\$ 38,770
Phase 4: Prepare a strategic financial plan that provides for the : Implementation of the land development plan	\$ 36,960
Phase 5: Develop alternative public/private finance plans :	\$ 54,575
Phase 6: Development a "next step" report for the BCC	\$ 14,880
TOTAL COST	\$ 203,220

Name of Firm: Stainback Public/Private Real Estate (SPPRE)

By:

(Signature)

John Stainback, President/CEO

Name & Title (print or type)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600119-06/GMG – Legal Services Related to Public Construction Contracts.

DEPARTMENT: Fiscal Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY:

CONTACT: Betsy Cohen

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Award RFP-600119-06/GMG – Legal Services Related to Public Construction Contracts, to Pohl & Short, P.A., Winter Park (Term Contract)

County-wide

BACKGROUND:

RFP-600119-06/GMG will provide for a qualified firm to represent the County on legal services related to public construction issues on an as needed basis. The scope of services will include, but will not be limited to:

1. Provide advice, review, analysis and drafting with respect to new contract documents, for the purposes of preparing legally enforceable agreements, and ensuring that the County is aware of potential areas of exposure prior to entering agreements. This includes both contract documents and bid specification and related documents.
2. Provide specialized analysis of the merits of claims arising out of a contract, both on behalf of, and against the County.
3. Alert the County to changes in statutory or case law that may impact County projects.
4. Provide legal services on a case-by-case basis relating to dispute avoidance, dispute resolution, and construction contract litigation.
5. Serve as lead, or co-counsel with attorneys from the County Attorney's Office in construction contract litigation in state and federal courts, including mediation and arbitration proceedings.

6. Provide guidance to the County with respect to selection of Owners' Representatives, and their scope of work, and with respect to insurance, warranty and bonding issues.
7. Hire litigation-related expert witnesses and consultants with prior County approval.
8. Prepare case budgets including estimated fees and costs for each case assigned to the firm. Provide to the County Attorney or designee, regular updates on case progress and opportunities for settlement.
9. Provide telephone consultation with the County Attorney or designee, or with County staff as authorized by the County Attorney or designee.
10. Provide other construction contract assistance to the County Attorney or designee upon request.

This project was publicly advertised and the County received six (6) submittals in response to the solicitation. The Evaluation Committee which consisted of Ann Colby, Assistance County Attorney; Steve Howard, Director of Administrative Services Department; and Matthew Minter, Deputy County Attorney, evaluated the submittals. The evaluation was based on qualifications, experience and blended hourly rate proposed to the County to provide the required services.

Gray Robinson, P.A., Orlando and Kirwin Norris, P.A., Winter Park, stated possible legal conflicts related to current accounts that will interfere directly and/or indirectly with the County's representation. Both firms withdrew their proposal from further consideration. The Purchasing and Contracts Division scheduled presentations from the top three (3) firms:

- Pohl & Short, P.A., Winter Park;
- Salem Law Group, P.A., Tampa;
- Scott D. Clark, P.A., Winter Park.

Each firm was evaluated based on the following factors:

- Technical and operational aspects;
- Track record on construction projects;
- Up-front experience – construction contracts; and
- Litigation experience

Based on the professional experience and qualifications and the outcome of the issues discussed during presentations/interviews, the Evaluation Committee recommends award of the contract to Pohl & Short, P.A., Winter Park. Request for performance of professional services by the Attorney under this agreement shall be made in writing by the County's Deputy County Attorney or his/her designee on behalf of the County. Each request for services shall be numbered and shall describe the services required, state the dates for commencement and completion and state limitations on the scope of services or on the amount of compensation, if any.

The County makes no promise as to the number of service requests nor that will the Attorney perform any services for the County under this Agreement. The agreement shall take place on the date of their execution by the County and shall run for a period of one (1) year and, at the sole option of the County,

may be renewed for two (2) successive one (1) year periods.

STAFF RECOMMENDATION:

County Attorney's Office and Administrative Services Department/Purchasing and Contracts Division recommend the Board to approve the award.

ATTACHMENTS:

1. Agenda Support.pdf

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER: RFP-600119-06-GMG

RFP TITLE: Legal Services Related to Public Construction Contracts

DUE DATE: December 13, 2006 at 2:00 P.M.

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

Page 1 of 1

Response 1	Response 2	Response 3	Response 4	Response 5	Response 6
The Allen Firm, P.A. 605 East Robinson St. Suite 130 Orlando, Florida 32801	Gray Robinson, P.A. Attorneys at Law 301 E. Pine Street, Suite 1400 Orlando, FL 32801 Withdrew	Kirwin Norris, P.A. 338 W. Morse Blvd., Suite 150 Winter Park, FL 32789 Withdrew	Pohl & Short, P.A. Attorneys at Law P.O. Box 3208 Winter Park, FL 32790	Salem Law Group, P.A. 101 E. Kennedy Blvd. Suite 3220 Tampa, FL 33602	Scott D. Clark, P.A. 655 W. Morse Blvd. Suite 212 Winter Park, FL 32780
(407) 481-8103 – Phone (407) 481-0009 – Fax Frank T. Allen	(407) 843-8880 – Phone (407) 244-5690 – Fax Jeffrey D. Keiner	(407) 740-6600 – Phone (407) 740-6363 – Fax Brian Kirwin	(407) 647-7645 – Phone (407) 647-2314 – Fax Frank L. Pohl	(813) 224-9000 – Phone (813) 221-8811 – Fax Richard J. Salem	(407) 647-7600 – Phone (407) 647-7622 – Fax Scott D. Clark
Proposed: \$250.00/Hour	Proposed: \$140.00/Hour	Proposed: \$175.00/Hour	Proposed: \$185.00/Hour	Proposed: \$175.00/Hour	Proposed: \$230.00/Hour

The evaluation criteria is as follows:

- Qualifications and Experience
- Price Proposal: (Based on 50% attributed to Cost)
 - 50% - 40% = Highly Acceptable
 - 39% - 30% = Acceptable
 - 29% - 20% = Marginal
 - 19% - 0% = Unacceptable

Status:

- Posted: 12/14/2006 (11:00 AM) by Gloria M. García, Senior Procurement Analyst
- Evaluation Committee Meeting: December 20, 2006 at 3:00 PM – Purchasing Conference Room
 - February 12, 2007 at 10:30 AM – Purchasing Conference Room

Presentations: February 19, 2007 (10:00 – 12:30). Firms: Pohl & Short; Salem Law Group and Scott Clark (Posted 2/13/2007 at 3:16 PM)

Recommendation of Award: Pohl & Short, P.A. to be presented for award to the Board of County Commissioners on 3/13/2007 (Posted 2/19/2007 @ 2:30 P.M)

RFP-600119-06/GMG
Legal Services Related to Public Construction Contracts, Seminole County

RANKING OF PROPOSALS

Proposer	Evaluator #1	Evaluator #2	Evaluator #3	Total	Ranking
The Allen Firm	M	M	M	3	4
Gray Robinson, P.A.	WITHDREW				
Kirwin Norris, P.A.	WITHDREW				
Pohl & Short, P.A.	A	M	A	5	2
Salem Law Group, P.A.	A	A	A	6	1
Scott D. Clark, P.A.	A	M	A	5	2

Evaluation Key:

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

Evaluation Criteria:

Qualifications and Experience

Price Proposal

Evaluators:

Evaluator #1 – Ann Colby, Assistant County Attorney

Evaluator #2 – Steve Howard, Director, Administrative Services Department

Evaluator #3 – Matthew Minter, Deputy County Attorney

RFP-600119-06/GMG
Legal Services Related to Public Construction Contracts, Seminole County

Ranking of Presentations

	Evaluator #1	Evaluator #2	Evaluator #3	TOTAL POINTS	RANKING
Pohl & Short, P.A.	1	1	1	3	1
Salem Law Group, P.A.	2	2	3	7	2
Scott D. Clark, P.A.	3	3	2	8	3

Evaluator #1 – Ann Colby, Assistant County Attorney

Evaluator #2 – Steve Howard, Director, Administrative Services Department

Evaluator #3 – Matthew Minter, Deputy County Attorney

The Evaluation Committee recommends **Pohl & Short, P.A.** for award of this project.

Ann Colby

Steve Howard

Matthew Minter

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Pohl & Short, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

Track record on construction projects

Up-front experience – construction contracts

Litigation Experience

40

15

30

15

Comments and Notes:

Strong points - Seminole County past experience
work for other public agencies
approach to contract delivery
ability to conduct appellate work
Board certification
win/loss experience
organization, balanced firm structure - approach
Best of all representation - approach

Weak point: Limited construction law track

Ranked 1 out of 3

TOTAL SCORE

100 (100)

Rater's name:

Ann E. Callan

Signature:

[Signature]

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Salem Law Group, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

Track record on construction projects

Up-front experience – construction contracts

Litigation Experience

up front → 15
30
30
10

Comments and Notes:

Strong point - great deal of experience with public
contracts
excellent drafting/contract experience
Suggested methods of minimizing
costs to owner.
GKs and past experience would translate
well in front of Superior Court judge.
Strong dispute resolution skills.

Weak point - little construction litigation experience
Questionable size of dept to firm

TOTAL SCORE

85 (100)

Rater's name:

Ann E. Cooley

Signature:

[Signature]

Rated 2 of 3.

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Scott D. Clark, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

Track record on construction projects

Up-front experience – construction contracts

Litigation Experience

5
10
30
35

Comments and Notes:

Strong Points: Construction litigation experience, general and specific construction law, pleading ability

Weak Points: Size and depth of firm, apparent to client/firm County, reputation

TOTAL SCORE

80 (100)

Rater's name:

ANN E. COULTER

Signature:

[Signature]

Rated 3 out of 3

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Pohl & Short, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

25

Track record on construction projects

25

Up-front experience – construction contracts

25

Litigation Experience

25

Comments and Notes: Point of Contact – previously experience with BCL with
Another Law Firm (For Law Firm) also School Board

Board Certification in Construction Law – Jim Washburn

Trial Experience – Litigation

16 Attorneys Available – Resources

9 Attorneys – exclusively in commercial litigation

Winter Park Location

Flexible – with not using broken piece contracts

NO ISSUES – with any conflicts – OK with our language

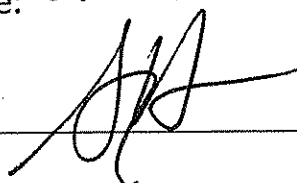
TOTAL SCORE

100 (100)

Rater's name:

STEVE HOWARD

Signature:



INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Scott D. Clark, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

Track record on construction projects

Up-front experience – construction contracts

Litigation Experience

15

15

15

15

Comments and Notes: Claims experience - Building Background multimillion dollar projects

Trial Experience - D.O.T. Experience

- Prison Experience -

2 person Team 7 1 position open total 3 Future 6-7 attorneys

No problem w/ conflict Language

TOTAL SCORE

60 (100)

Rater's name: STEVE HOWARD

Signature: 

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Salem Law Group, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

Track record on construction projects

Up-front experience – construction contracts

Litigation Experience

10

10

10

10

Comments and Notes: Due to location - would come to us if no cost to get to know individuals/projects Couple Days

- Contract Drafting - Prefers to use Standard Form - initial point of reference

- Offered Monthly Retainer Flat Rate

Litigation experience - Federal experience

Construction Litigation experience: That is not there maximum of expertise they stated

- 3 total - as stated

TOTAL SCORE

40 (100)

Rater's name:

STEVE HOWARD

Signature:



INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Pohl & Short, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

25

Track record on construction projects

25

Up-front experience – construction contracts

25

Litigation Experience

20

Comments and Notes: Advantages: 1) Bd. Certified Construction Atty; 2) Atty familiar w/ Seminole County projects; 3) Firm has adequate man-power (total 51 staff); 4) Two experienced construction lawyers; 5) competitive blended rates; 6) Location

TOTAL SCORE

95 (100)

Rater's name: M. G. Minter

Signature: Matthew B Minter

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Salem Law Group, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

15

Track record on construction projects

18

Up-front experience – construction contracts

18

Litigation Experience

~~12~~ 12

Comments and Notes: Advantages: Firm has impressive credentials
and very competitive blended rate --

Problems: lack of construction litigation experience;
location not convenient

TOTAL SCORE

53 (100)

Rater's name: M. G. Minter

Signature: Matthew B Minter

INTERVIEW RATING FORM

Date: February 19, 2007

Legal Services related to Public Construction Contracts
RFP-600119-06/GMG

Name of the Firm: **Scott D. Clark, P.A.**

QUALIFICATIONS FACTORS

POINTS

General professional experience and qualifications

Specific professional experience for this work:

Technical and Operational aspects

20

Track record on construction projects

20

Up-front experience – construction contracts

23

Litigation Experience

20

Comments and Notes: Advantages: Representation of
Community Dev. District in contract doc & preparation
and litigation. Attorney w/ contractor's license &
experience in a number of fields related to construction.
Limited "first-chair" large scale construction litigation
experience. Concerns: Insufficient man-power to
handle large litigation. Highest rate.

TOTAL SCORE

83 (100)

Rater's name: M. G. Mintz

Signature: M. G. Mintz

LEGAL SERVICES CONSULTANT AGREEMENT (RFP-600119-06/GMG)

THIS AGREEMENT 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 "COUNTY," and **POHL & SHORT, P.A., Attorneys at Law**, whose address is Post Office Box 3208, Winter Park, Florida 32790, hereinafter referred to as "ATTORNEY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified attorney to provide legal representation to COUNTY for construction claims and related litigation as needed;

WHEREAS, COUNTY has requested and received proposals for the retention of the services of an attorney; and

WHEREAS, ATTORNEY is competent, qualified, and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. ATTORNEY agrees to provide timely professional services for COUNTY in the field of public construction contract litigation, dispute resolution, and dispute avoidance and to specifically perform those services set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A. ATTORNEY shall serve as co-counsel on an as-needed basis with COUNTY in-house staff attorneys in construction litigation and dispute resolution and as an on-call consultant in public construction matters. All services are to

be performed on an as-needed basis. This Agreement alone does not authorize the performance of any services or require COUNTY to authorize services.

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by ATTORNEY under this Agreement shall be made in writing by COUNTY'S Deputy County Attorney or his designee on behalf of COUNTY. Each Request for Services shall be numbered and shall describe the services required, state the dates for commencement and completion, and state limitations on the Scope of Services or on the amount of compensation, if any. COUNTY makes no promise as to the number of service requests or that ATTORNEY will perform any services for COUNTY under 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.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY designates its Deputy County Attorney as its employee to whom all communications pertaining to the day-to-day conduct of the Agreement should 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.

(c) Expiration of the term of this Agreement shall have no effect upon Requests for Service 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 Request for Service or the conclusion of litigation in which ATTORNEY represents COUNTY, whichever comes first. No additional Requests for Service may

be issued after the expiration of this Agreement nor may any Requests for Service that survives expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

SECTION 3. CHANGES IN THE SCOPE OF SERVICES. COUNTY or ATTORNEY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 4. RESPONSIBILITIES OF ATTORNEY.

(a) ATTORNEY agrees to timely provide the professional services and facilities required to assist COUNTY in the field of public construction contract litigation, dispute resolution, and dispute avoidance.

(b) ATTORNEY shall keep abreast of statutes, regulations, codes, and applicable case law in all areas of responsibility at its sole expense.

(c) JAMES WASHBURN, ESQ. is designated as the attorney to provide services to COUNTY.

(d) ATTORNEY agrees to utilize associates and legal assistants/paralegals under the supervision of ATTORNEY, where appropriate, to accomplish cost effective performance of services. ATTORNEY agrees to plan budgets for the defense of cases in terms of the use of experts and related matters.

(e) It shall be the responsibility of ATTORNEY to specifically request all required information and to provide himself with reasonably sufficient time to review all information so as not to delay performance under this Agreement without good cause.

(f) ATTORNEY shall be responsible for the professional quality, technical accuracy, competence, and methodology of the work done under

this Agreement. ATTORNEY shall, without additional compensation, correct or revise any errors or deficiencies in the work performed under this Agreement which result from the negligence of ATTORNEY.

(g) 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. ATTORNEY shall be liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by ATTORNEY's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of its obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Time Basis Method". ATTORNEY shall be compensated at the rate of ONE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$185.00) per hour for all services authorized and performed.

(b) Authorized services may contain a "Limitation of Funds" amount. ATTORNEY is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, shall be in writing and indicate a new "Limitation of Funds" amount.

(c) In lieu of, or in addition to, establishment of a Limitation of Funds amount, COUNTY may provide for a "Not to Exceed" amount for any service authorization.

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time to or from the Seminole County Attorney's Office or travel time to or from court appearances. Payment shall be made to ATTORNEY when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an

itemized invoice based on actual services rendered including, but not limited to, the following information:

- (1) The name and address of ATTORNEY;
- (2) Contract Number;
- (3) Request for Service Number;
- (4) A complete and accurate time record of services performed by ATTORNEY in increments of one-tenth (1/10) of an hour for all services performed by ATTORNEY during that month and for which COUNTY is billed and the name of the individual performing each service;
- (5) A description of the services rendered in (4) above, corresponding to the one-tenth (1/10) time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be defined in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

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 32772-8080

Two copies of the invoice shall be sent to:

County Attorney
County Services Building
1101 E. First Street
Sanford, Florida 32771

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Upon satisfactory completion of all work required under service authorizations issued hereunder or any supplement thereto and

upon acceptance of the work by COUNTY, ATTORNEY 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 ATTORNEY within thirty (30) days of receipt of such valid invoice. Each service authorization shall be treated separately for final payment purposes.

(b) COUNTY may perform or have performed an audit of the records of ATTORNEY after final payment to support final payment under any service authorization issued hereunder. This audit would be performed at a time mutually agreeable to ATTORNEY and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to ATTORNEY may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to ATTORNEY. The accomplishment of this audit shall not delay final payment as provided in subsection 6(a).

(c) ATTORNEY agrees to maintain any and all books, documents, papers, accounting records, and other evidences pertaining to services 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 their office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection 6(b). Separate accounting records shall be maintained by ATTORNEY for each service authorization.

(d) In the event any audit or inspection conducted after final payment but within the period provided in subsection 6(c) reveals any overpayment by COUNTY to ATTORNEY under the terms of this Agreement, ATTORNEY shall refund such overpayment to COUNTY within thirty (30) days

of notice of same by COUNTY to ATTORNEY.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from ATTORNEY'S services or have been created during the course of ATTORNEY'S performance under this Agreement shall become the property of COUNTY after final payment is made to ATTORNEY; however, ATTORNEY retains the right to retain copies of its work product and to use same for appropriate purposes.

SECTION 8. TERM. This Agreement shall become effective upon execution by COUNTY and shall run for a period of one (1) year, and at the option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each unless terminated as provided herein.

SECTION 9. NO CONTINGENT FEES. ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for ATTORNEY, 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 ATTORNEY, 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 discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. ATTORNEY 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 affirmative 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 11. CONFLICT OF INTEREST.

(a) ATTORNEY 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. See County Personnel Policies (Code of Conduct).

(b) ATTORNEY 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 ATTORNEY 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, ATTORNEY 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.

SECTION 12. 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 13. SUBCONTRACTORS. In the event ATTORNEY, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with service covered by this Agreement, ATTORNEY must secure the prior written approval of COUNTY.

SECTION 14. 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 ATTORNEY (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ATTORNEY is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. INDEMNIFICATION OF COUNTY.

(a) ATTORNEY shall indemnify and hold harmless COUNTY and its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of ATTORNEY, and/or its officers, agents, subcontractors, or employees or any like person or entity in the performance of services under this Agreement.

(b) ATTORNEY shall require all subcontractors to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors fully indemnifies COUNTY in accordance with this Agreement.

SECTION 16. INSURANCE.

(a) ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance and Professional Liability Insurance as

will provide to COUNTY the protection contained in the foregoing Indemnification Section undertaken by ATTORNEY.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of ATTORNEY in performing services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, ATTORNEY shall furnish to COUNTY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting ATTORNEY'S liability under the provisions of the indemnification clause.

SECTION 17. ALTERNATIVE 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 administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising

under this Agreement with administrative dispute resolution procedures set forth in § 220.102, "Contract Claims", Seminole County Code.

(b) ATTORNEY 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 administrative dispute resolution procedures set forth in subsection (a) above of which ATTORNEY had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a 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 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by ATTORNEY not specifically provided for herein shall be honored by COUNTY.

SECTION 19. 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 20. AGREEMENT AND SERVICE AUTHORIZATION IN CONFLICT. Except as otherwise set forth, whenever the terms of this Agreement

conflict with any service authorization this Agreement shall prevail.

SECTION 21. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 22. 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 to 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 paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For ATTORNEY:

Pohl & Short, P.A.
Post Office Box 3208
Winter Park, Florida 32790

SECTION 23. TERMINATION.

(a) COUNTY may, by written notice to ATTORNEY, terminate this Agreement, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of ATTORNEY to fulfill its Agreement obligations. Upon receipt of such notice, ATTORNEY 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 such other information and materials as may have been accumulated by ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, ATTORNEY shall be paid compensation for services performed to the date of termination based on the percentage of work completed. COUNTY shall not be obligated to pay for any services performed by ATTORNEY after notice of termination has been given.

(c) If the termination is due to the failure of ATTORNEY to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, ATTORNEY shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. ATTORNEY shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of ATTORNEY.

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

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

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

ATTEST:

POHL & SHORT, P.A.

, Secretary

By: _____
FRANK L. POHL, ESQ.
Shareholder

[CORPORATE SEAL]

Date: _____

County Signature Page Follows

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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 their _____, 20____
regular meeting.

County Attorney

Attachment:
Exhibit A - Scope of Services

AEC:jjr
2/20/07
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**Section 1 –
Description of Services
Legal Services Related to Public Construction Contracts**

The ATTORNEY will provide professional legal services for the County as needed and authorized by Specific Request for Service, including but not limited to:

1. Provide advice, review, analysis and drafting with respect to new contract documents, for the purposes of preparing legally enforceable agreements, and ensuring that the County is aware of potential areas of exposure prior to entering agreements. This includes both contract documents and bid specification and related documents.
2. Provide specialized analysis of the merits of claims arising out of a contract, both on behalf of, and against the County.
3. Alert the County to changes in statutory or case law that may impact County projects.
4. Provide legal services on a case-by-case basis relating to dispute avoidance, dispute resolution, and construction contract litigation.
5. Serve as lead, or co-counsel with attorneys from the County Attorney's Office in construction contract litigation in state and federal courts, including mediation and arbitration proceedings.
6. Provide guidance to the County with respect to selection of Owners' Representatives, and their scope of work, and with respect to insurance, warranty and bonding issues.
7. Hire litigation-related expert witnesses and consultants with prior County approval.
8. Prepare case budgets including estimated fees and costs for each case assigned to the firm. Provide to the County Attorney or designee, regular updates on case progress and opportunities for settlement.
9. Provide telephone consultation with the County Attorney or designee, or with County staff as authorized by the County Attorney or designee.
10. Provide other construction contract assistance to the County Attorney or designee upon request.

Request for performance of professional services by the Attorney under this agreement shall be made in writing by the County's Deputy County Attorney or his/her designee on behalf of the County. Each request for services shall be numbered and shall describe the services required, state the dates for commencement and completion and state limitations on the scope of services or on the amount of compensation, if any. The County makes no promise as to the number of service requests nor that the Attorney will perform any services for the County under this Agreement.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Proprietary Source - M-485-05/PWM

DEPARTMENT: Fiscal Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY:

CONTACT: Bob Hunter

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve Amendment #1 to M-485-05/PWM - Consultant Services Agreement with Infrastructure Management Services, Inc, Rolling Meadows, IL (\$325,000.00 per year). (Ray Hooper)

County-wide

BACKGROUND:

M-485-05/PWM Proprietary Source procurement provides for all labor, software, equipment, coordination of the maintenance of ongoing multi-faceted database management of pavement conditions upon which we base maintenance, repair and/or reconstruction strategies.

Amendment #1 will allow for additional services to: routinely update pavement condition assessments for arterial/collector roadways as well as local roads in Seminole County; perform mobile maintenance of traffic as a safety measure for the public; and provide extraction of transportation asset data necessary for maintenance operations and GASB34 compliance.

Original Agreement	\$200,000.00 per year
Amendment #1	<u>\$125,000.00</u>
	\$325,000.00 per year

STAFF RECOMMENDATION:

This is a budgeted project and funds are available in account number 077400.530310. Public Works/Roads-Stormwater and Engineering Divisions and Fiscal

Services/Purchasing and Contracts Division recommend the Board to approve the amendment.

ATTACHMENTS:

1. M-485-05 IMS A1.pdf

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (M-485-05/PWM)
PAVEMENT MANAGEMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on April 5, 2005 between **INFRASTRUCTURE MANAGEMENT SERVICES, INC.**, whose address is 1895-D Rohlwing Road, Rolling Meadows, IL 60008, 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".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on April 5, 2005, for pavement management services; 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 23 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 5 of the Agreement is amended to read: COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or "Time Basis Method." If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule included in Exhibit A. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include

any and all reimbursable expenses. The total compensation paid to CONSULTANT annually, including reimbursable expenses, shall not exceed the sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00).

2. Exhibit A, Scope of Services, of the Agreement is hereby replaced in its entirety with Exhibit A, Revised Scope of Services, 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:

INFRASTRUCTURE MANAGEMENT
SERVICES, INC.

_____, Secretary

(CORPORATE SEAL)

By: _____
_____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
1/11/07; 1/23/07; 2/23/07
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REVISED
EXHIBIT A



IMS Infrastructure Management Services
1895-D Rohlfing Road, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

February 16, 2007

Seminole County Government
Public Works Department
Roads-Stormwater Division
177 Bush Loop
Sanford, FL 32773

Attention: Mr. Mike Garcia, P.S.M., Principal Coordinator
Reference: Pavement Management Program Update

Dear Mr. Garcia:

IMS Infrastructure Management Services is pleased to submit our revised proposal to update the County's pavement management program.

1) Fiscal Year 06/07: Specific Program

IMS proposes to perform a RST surface condition survey and FWD deflection survey on the local roads in District 1 and all Arterial & Collector classifications from all five districts. Field testing services will be performed at the network level using sectioning and testing protocols similar to previous surveys. Quality control initiatives, developed in conjunction with County staff, will continue to be incorporated in this and all future projects. They include internal reviews of the field testing, processing and data deliverables by senior IMS staff. IMS will convert the digital video to the required AVI files and capture information on guardrails, handrails, curb and gutter, and sidewalks for the District 1 and Arterial/Collector update. We will also perform the same asset capture activity for Districts 4 and 5 roads tested as part of last year's update. These two Districts comprise 408 test miles of road.

The ROW asset data sets will be delivered as polylines and in an ESRI shape file as requested by the County. Our sub-consultant, DSM Soft will perform the polyline work. Data sets for Districts 1, 4, 5 and the Arterial/Collector group will be included in the polyline deliverable. This task will require the County to provide IMS with the latest aerial photos of the entire County road network. IMS will schedule our project team and test equipment to commence the project within 45 days of Notice-to-Proceed. We anticipate the field activities will require approximately 75 days to complete. Pavement data can be delivered within 60 days of completion of the fieldwork. ROW asset data and the polyline task will be provided within 120 days of completion of fieldwork.

Based on extracted quantities from our database of previously tested roads, we estimate that updates for Districts 1 and the Arterial/Collector group from all districts will include the following test miles:

District 1 Local Roads – 154.33 test miles
Arterial & Collector Roads – 251.08 test miles

We have used 420 test miles as an estimate to allow for growth since the last time these roads were surveyed.

2) Recurring Program Protocol Upgrades

IMS will hire the Seminole County Sheriff's Department or a certified safety specialty firm to provide safety for the deflection testing on heavily traveled roads. IMS estimates a safety vehicle will be needed for approximately 10 days. Since the cost of the private Barricade Safety Vehicle is significantly higher, IMS will use the Sheriff's Office option, if available, to provide this required service at the lowest cost to the County. Billings will be based on the daily unit prices and the County will only be charged for the number of days needed to complete the task.

IMS will provide the digital images for viewing through the County's existing PavPro Manager software and through the County's GIS. IMS will extract jpeg images from the digital video at 25-foot intervals. The digital images will be ready for loading to PavPro Manager software and will include GPS/sectioning references and shape file for future use with the County's GIS.

IMS will also perform a right-of-way asset capture from the GPS-referenced digital video. Assets will be provided in a database format for use with County's Main Star work management and asset inventory program.

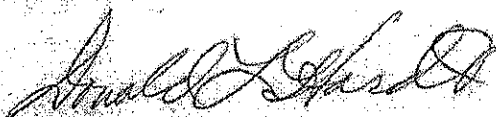
ROW assets will include the following:

- Guardrail: Type, location (GPS start and stop), side of road (left or right in direction of travel).
- Handrail: Type, location (GPS start and stop), side of road (left or right in direction of travel).
- Curb and Gutter: Type (mountable with or without visible gutter; barrier with or without visible gutter), location (GPS start and stop), length, and side of road (left and/or right in direction of travel). Gaps will also be identified.
- Sidewalk: Width (4 feet or 5 feet), length, location (GPS start and stop), side of road (left and/or right in direction of travel), and proximity to road (adjacent to curb and gutter or with grass parkway).

The County will only be charged for the roads that are actually tested and included in the updated database. Using "Local Roads in each of the five districts" and the "Arterial and Collector Roads" as a separate group will more evenly balance the update testing using a three year cycle. IMS proposes to perform this pavement management update according to the attached fee schedule. IMS looks forward to our continued work with Seminole County. If you have any questions regarding this proposal, please feel free to contact our office.

Very truly yours,

IMS Infrastructure Management Services



Donald L. Hardt
Manager of Client Services

FEE SCHEDULE

Project Set-up/Sectioning	Annual \$ 2,500.00
RST Surface Condition Survey	@ \$105/mi
FWD Deflection Testing	@ \$110/mi
Sheriff's Office Safety Vehicle	@ \$300/day
Pave Pro Manager/GIS Linkage	Annual \$ 3,500.00
Digital Images @ 25' intervals with GPS and Shape files	No Charge
ROW Asset Extraction – District 1 & Arterial/Collector Network (Guardrail, handrail, curb & gutter, and sidewalk) Not to Exceed	\$ 31,500.00
ROW Asset Extraction – Districts 4 & 5 (Guardrail, handrail, curb & gutter, and sidewalk) Not to Exceed	\$ 29,000.00
ROW Asset Extraction – Districts 2 & 3 (Guardrail, handrail, curb & gutter, and sidewalk) Not to Exceed	\$ 29,000.00
ROW Asset Data Sets as Polyline	Annual/ Per Extraction \$ 6,000.00
<u>Options</u>	
Software Training	\$1,000/day
Software Maintenance	
Pave Pro Manager – Network Version	\$3,000/year
ROWMan – Network Version	\$1250/year
Private Barricade Safety Vehicle (10 days @ \$900/day)	\$ 9,000.00*
* To be used only if Sheriff's Office option is not available during scheduled FWD testing.	

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Bennigan's Restaurant– Applicant; Requesting a Special Event permit for the Bennigan's St. Patrick's Day Event, to be held at 4520 W. S.R. 46.

DEPARTMENT: Planning and Development**DIVISION:** Planning

AUTHORIZED BY:

CONTACT: Austin Watkins

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

APPROVE the request by Bennigan's Restaurant – Applicant; for a Special Event permit for a St. Patrick's Day Event to be held at 4520 W. S.R. 46 on March 17, 2007 from 4pm to 12am. (Austin Watkins)

District 5 Brenda Carey

BACKGROUND:

Bennigan's Restaurant is requesting a Special Event permit for a St. Patrick's Day Event. The applicant proposes to hold the event within the western portion of the Bennigan's parking lot on March 17, 2007 from 4 pm to 12 am, with the following three bands performing: Chuck Allison, Dreams Die, and Annapolis. Additionally, the applicant is proposing carnival style games and food and alcohol sales. The event will be held entirely within the grounds of the Bennigan's Restaurant site and sanitation will be handled by additional port-o-lets, trash cans and dumpsters. Security will be provided by two off-duty Seminole County Sheriff's Deputies. Fifty-five (55) overflow parking spaces will be located in the adjacent Office Max parking lot and directional signs will be posted from the corner of Rinehart Road to the overflow parking area.

STAFF RECOMMENDATION:

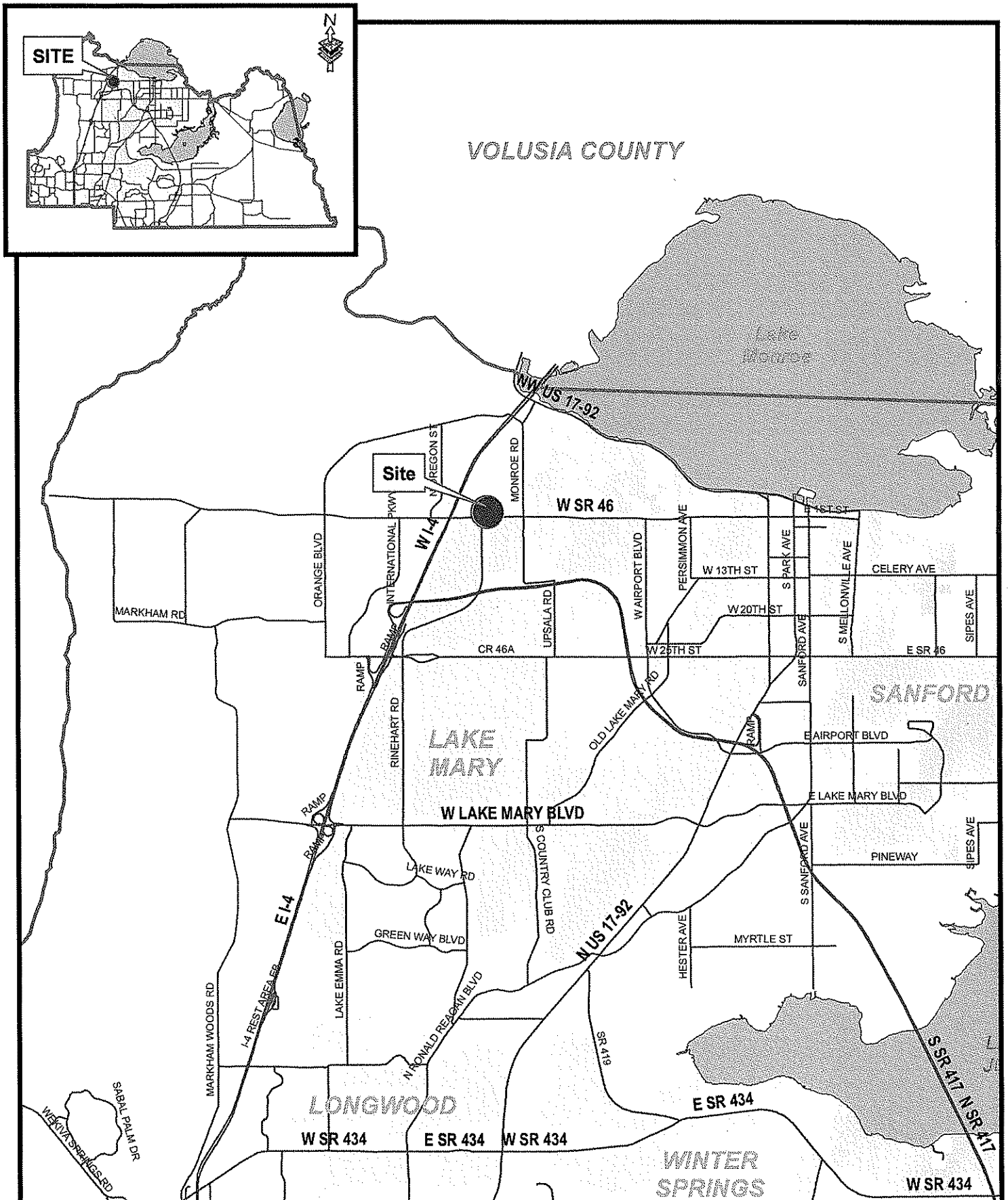
Staff recommends APPROVAL of the request for a Special Event permit by Bennigan's Restaurant for an outdoor festival and concert to be held at 4520 W. S.R. 46 on March 17, 2007 based upon the following conditions:

1. All parking must be separated from festival areas by fencing.

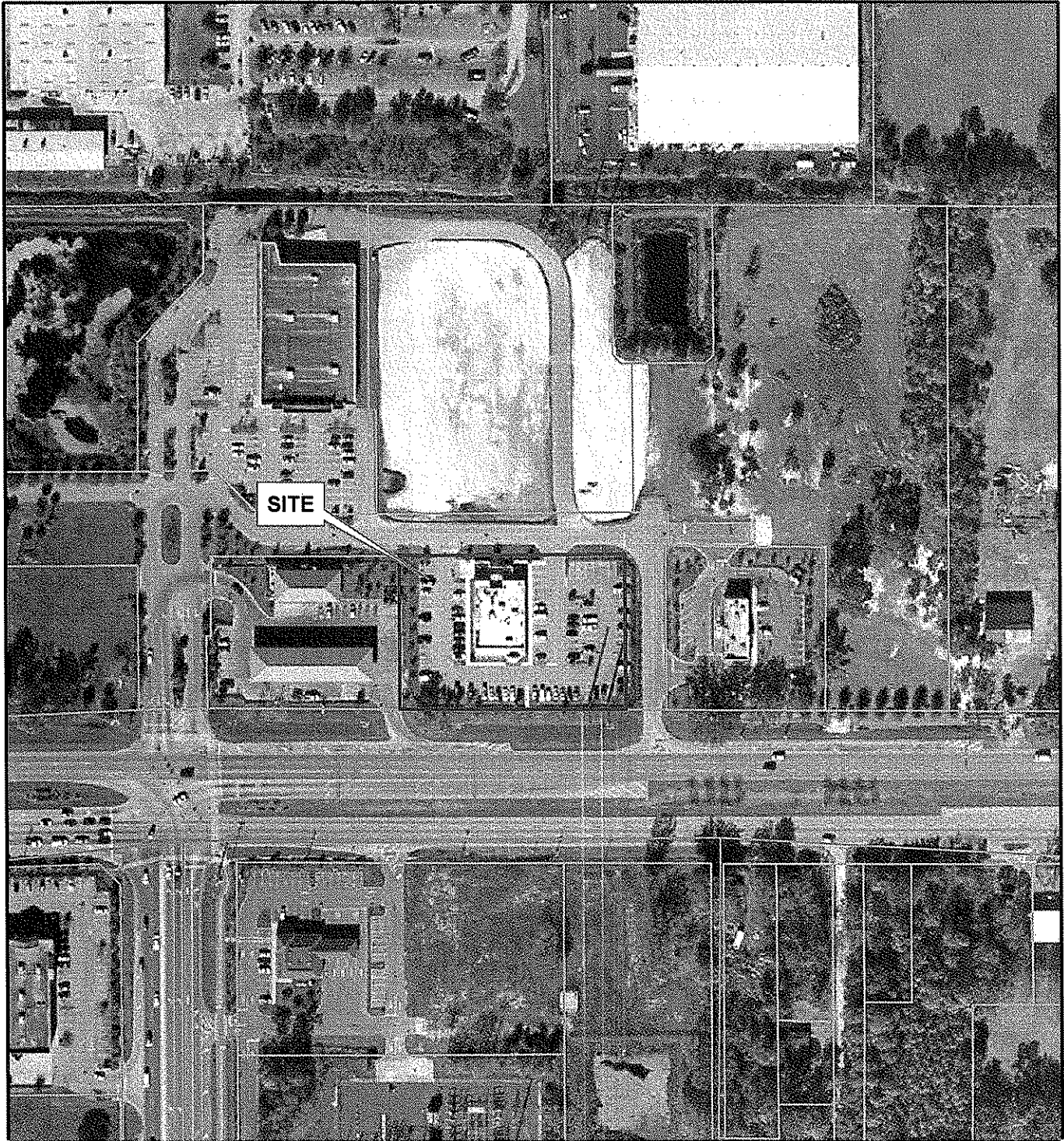
2. Provide temporary Crosswalk signs between the event area and the overflow parking.
3. Security and traffic control will be provided by two (2) off-duty Seminole County Sheriff's Deputies.
4. The hours of operation for the outdoor festival shall be limited to 4pm until 12am.

ATTACHMENTS:

1. z2007 locator map_001.pdf
2. z2007 aerial map_001.pdf
3. z2007 festival details_001.pdf
4. z2007 site plan 1_001.pdf
5. z2007 site plan 2_001.pdf
6. 61-2007 Bennigans aerial.pdf
7. 61-2007 Bennigans location.pdf



Bennigan's St. Patrick's Day Special Event



filename: L:/pl/projects/p&z/GIS/special projects/ special events/bennigans stpattys day.mxd 02/07/07



Bennigan's St. Patrick's Day Event

Date is March 17th, 2007.

Purpose of the event is to celebrate St. Patrick's Day.

The Outside festivities will begin at 4pm and will continue until 12am.

Both food and alcohol will be served outside.

There will be a tent (20 X 30) attached to the building. The bar will be located in the tent.

A portable grill will be used to cook Banger Sandwiches.

There will be three bands scheduled to play at the event:

1. Chuck Allison
2. Dreams Die
3. Annapolis

Arrangements have been made with Office Max for the use of their parking lot. This will provide an additional 55 spaces. Signs will be posted to direct patrons from the corner of Rinehart Road to the additional parking. The restaurant is within walking distance of the additional parking.

Additional restroom facilities will be available in the form of two Port-O-Lets.

It is our intention to retain two off duty Seminole County Deputies for security at the St. Patrick's Day Celebration. We will contact the Sheriffs Department for scheduling.

Office Max

Sign
Additional
Parking

PARKING LOT

For additional parking

SPRINKLER

FINED OFF
CONSTRUCTION
VACANT
LOT

VACANT
LAND

R I N E H A R T R D

State Road 46

Race Trac

PAVING
LOT
FENCE

STAGE FOR
BANDS
PORT
TENT
BAR

Bennigan's

PARKING
LOT

ENTRANCE

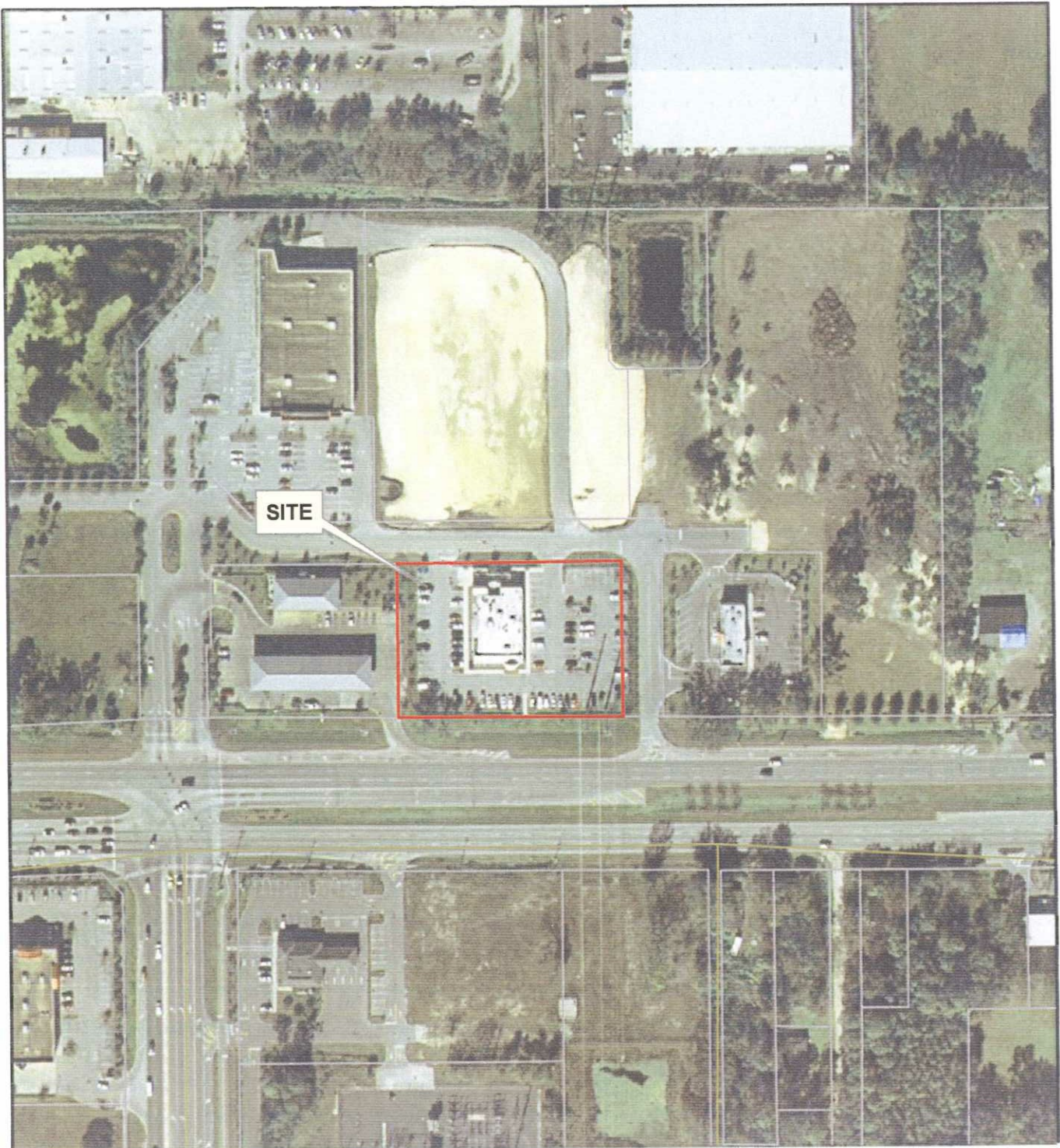
Dunkin
Donuts

PARKING
LOT

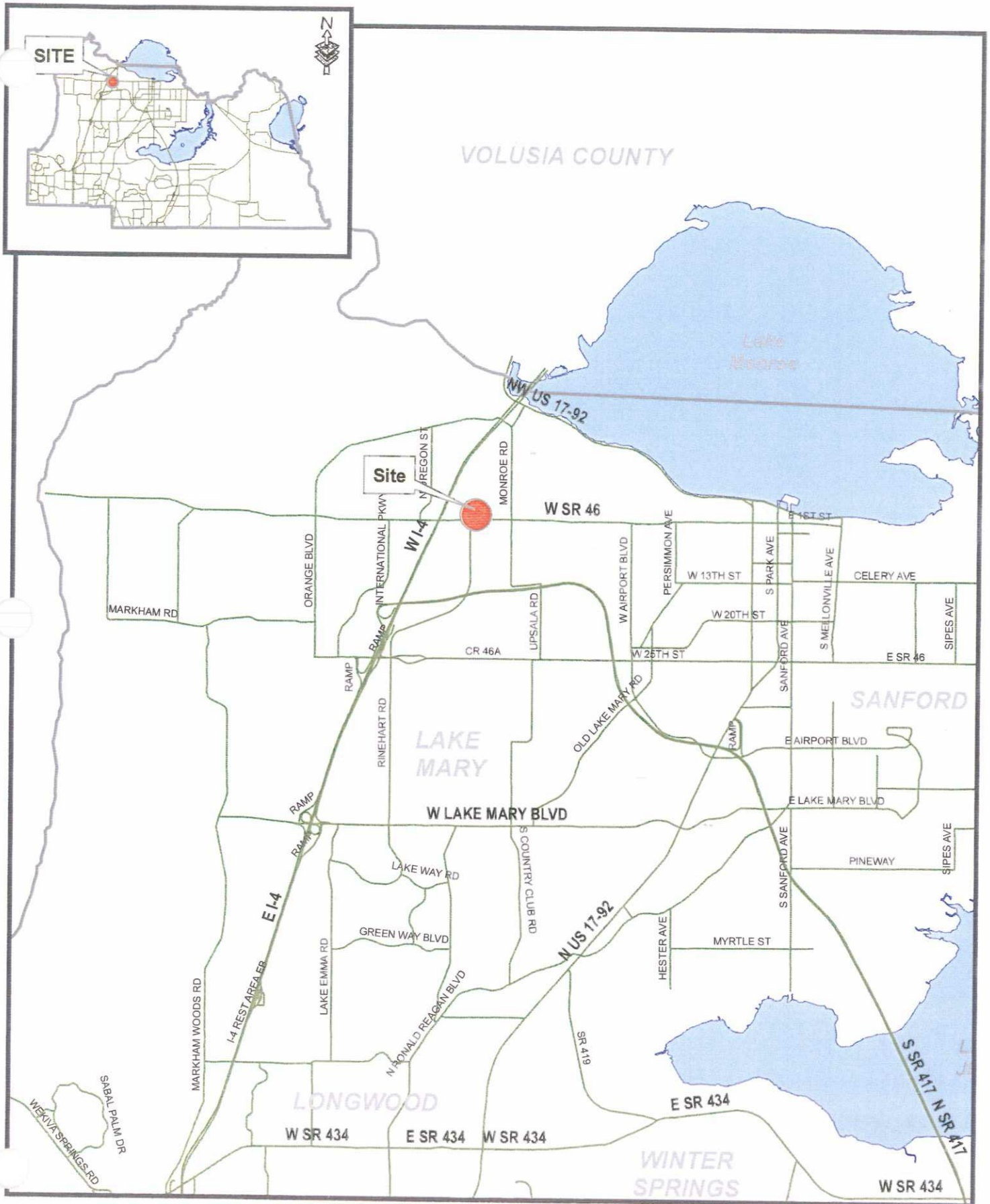
CVB

Assembly
Branch

Bennigan's St. Patricks Day Special Event



filename: L:/p/projects/p&z/GIS/special projects/ special events/bennigans stpattys day.mxd 02/07/07



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Purchase Agreement for property necessary for the County Road 15 Road Improvement Project.

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY:

CONTACT: Debbie Rogers

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Purchase Agreement between Lake Monroe Development, LLC, and Seminole County for property necessary for the County Road 15 Road Improvement Project. (Jerry McCollum, P.E.)

District 5 Brenda Carey

BACKGROUND:

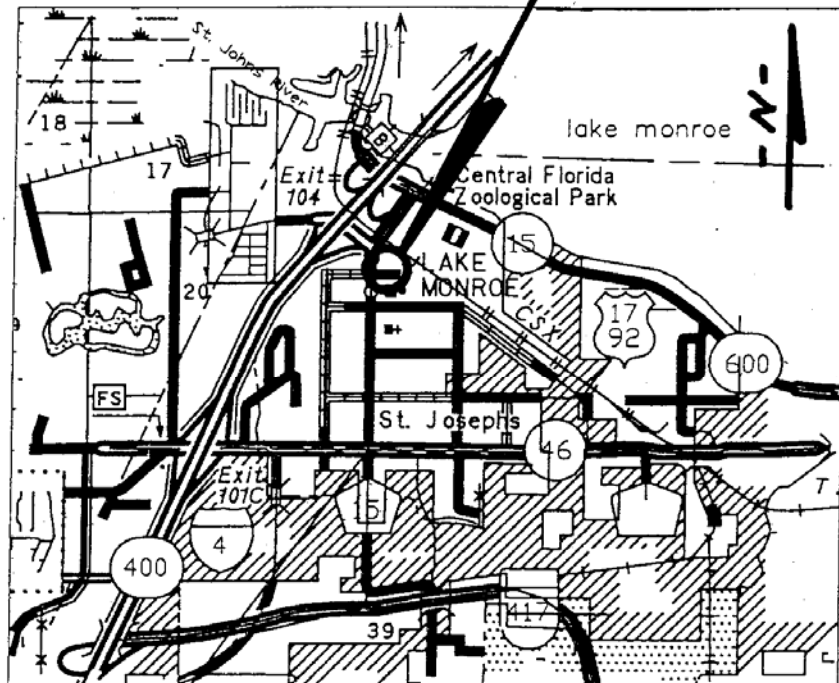
This Fee Simple Purchase Agreement between Lake Monroe Development, LLC, and Seminole County is for property necessary for the County Road 15 Road Improvement Project (State Road 46 to Orange Boulevard). The owner agrees to sell and convey said property by Warranty Deed, free of liens and encumbrances, to Seminole County for the appraised value of \$1,428,900. This property, which is approximately 3.24 acres in size will be used for stormwater treatment and attenuation of peak flows for the County Road 15 Project and the proposed Airport Boulevard Extension Project (State Road 46 to County Road 15).

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Location Map PA - County Road 15.pdf
2. PA County Road 15.pdf

LOCATION



LOCATION MAP

**PURCHASE AGREEMENT
FEE SIMPLE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between LAKE MONROE DEVELOPMENT, LLC, whose address is 204 North Park Avenue, Suite 100, Sanford, Florida 32771, hereinafter referred to as "OWNER," 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, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

FEE SIMPLE

COUNTY ROAD 15

The North 463.20 feet of the West ½ of Lot 25, lying South of Railroad (Less Begin at the Northwest corner of Lot 25, run South 78.10 feet, thence S. 89 degrees 28'00" E. 168.00 feet to Railroad; thence Northwest to a point North of beginning; thence South 41.25 feet to the beginning) FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. B. BEARDALL'S MAP OF ST. JOSEPH'S, according to the plat thereof as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida.

AND

The South 70 feet of the North 533.2 feet of the West ½ of Lot 25, FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W.B. BEARDALL'S MAP OF ST. JOSEPH'S, according to the plat thereof as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida.

Parcel I.D. Numbers: 16-19-30-5AC-0000-025B & 16-19-30-5AC-0000-025C

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of ONE MILLION FOUR HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED AND

NO/100 DOLLARS (\$1,428,900.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY acknowledges leasehold interest of Fred Tire Service, Inc., and COUNTY agrees to extended possession of the property by OWNER's lessee, Fred Tire Service, Inc., consistent with the terms of its lease with said OWNER until June 30, 2007. At closing, the OWNER agrees to warrant and submit an affidavit that its lease with Fred Tire Service, Inc., relating to the property that is the subject of this Agreement will expire on June 30, 2007. Moreover, at closing, the OWNER agrees to warrant and submit an affidavit that the OWNER will not renew its lease with Fred Tire Service, Inc., and that no other individual or entity will have a possessory interest in the aforementioned property on or after the date of closing. The affidavit that OWNER will sign and submit at closing is attached as Exhibit A. During the period from the date of the execution of this Agreement by both parties and the above-mentioned period for extended possession, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable. In addition, OWNER agrees to indemnify and save the COUNTY

harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of the acts or omissions of OWNER and/or OWNER's lessees, agents, contractors, subcontractors or representatives related to the above-mentioned property or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be delivered at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY on or around July 1, 2007, relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES:

Barton B. Pilcher
SIGNATURE
BARTON B. PILCHER
Ann M. Stose
PRINT NAME
SIGNATURE
Ann M. Stose
PRINT NAME

LAKE MONROE DEVELOPMENT, LLC

Sid Vihlen, Jr.
SID VIHLEN, JR., Managing Member

ADDRESS: 204 N. Park Avenue,
Suite 100, Sanford, Florida 32771

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 2 day of 2, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sid Vihlen, Jr., Managing Member of Lake Monroe Development, LLC, a limited liability corporation organized under the laws of the State of Florida, who is personally known to me or who has produced Florida as identification. He acknowledged before me that he executed the foregoing instrument on behalf of the limited liability corporation.



Anh Thu T. Nguyen
My Commission DD304015
Expires March 25, 2008

Ann T. Nguyen
Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, CHAIRMAN

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board of
of County Commissioners at its _____,
2007, regular meeting.

County Attorney

AHS/dre

Attachment – Exhibit A – Owner's Affidavit

P:\USERS\DEDEGWY\DOCUMENTS\AGT\LK MONROE DEV LLC C15 141 PURCHASE AGREEMENT.DOC

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared SID VIHLEN, Jr.,
who first being duly sworn, deposes and states:

1. I am of legal age and fully competent to execute this affidavit.
2. I am the Managing Member of Lake Monroe Development, LLC who is the

record owner of the following described property:

The North 463.20 feet of the West ½ of Lot 25, lying South of Railroad
(Less Begin at the Northwest corner of Lot 25, run South 78.10 feet,
thence S. 89 degrees 28'00" E. 168.00 feet to Railroad; thence Northwest
to a point North of beginning; thence South 41.25 feet to the beginning)
FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W. B.
BEARDALL'S MAP OF ST. JOSEPH'S, according to the plat thereof as
recorded in Plat Book 1, Page 114, Public Records of Seminole County,
Florida.

AND

The South 70 feet of the North 533.2 feet of the West ½ of Lot 25,
FLORIDA LAND AND COLONIZATION COMPANY LIMITED, W.B.
BEARDALL'S MAP OF ST. JOSEPH'S, according to the plat thereof as
recorded in Plat Book 1, Page 114, Public Records of Seminole County,
Florida.

Parcel I.D. Numbers: 16-19-30-5AC-0000-025B & 16-19-30-5AC-0000-025C.

3. The lease between Fred Tire Service, Inc., and Lake Monroe
Development, LLC relating to the afore-mentioned property will expire on June 30,
2007.

4. The affiant and/or Lake Monroe Development, LLC, will not renew its
lease with Fred Tire Service, Inc. relating to the afore-mentioned property.

5. No other entity or individual will have a possessory interest on or within the afore-mentioned property on or after the date of closing of the purchase of said property by Seminole County from Lake Monroe Development, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

SID VIHLEN, JR.
Managing Member of
Lake Monroe Development, LLC

Sworn to and subscribed before me this _____ day of _____, 2007, by Sid Vihlen, Jr., Managing Member of Lake Monroe Development, LLC, a limited liability corporation organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

P:\USERS\DEDGE\MY DOCUMENTS\AGT\LK MONROE DEV LLC 141 AFFIDAVIT.DOC

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution - Subordination of County Utility Interests Agreement with the Florida Department of Transportation to construct or improve State Road 400 (Interstate 4) FDOT Parcel Number 101.6)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY:

CONTACT: Debbie Rogers

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute the Subordination of County Utility Interests Agreement with the Florida Department of Transportation subordinating certain Utility Easement rights now owned by Seminole County. (See attached Location Map).

(Jerry McCollum)

District 3 Dick Van Der Weide

BACKGROUND:

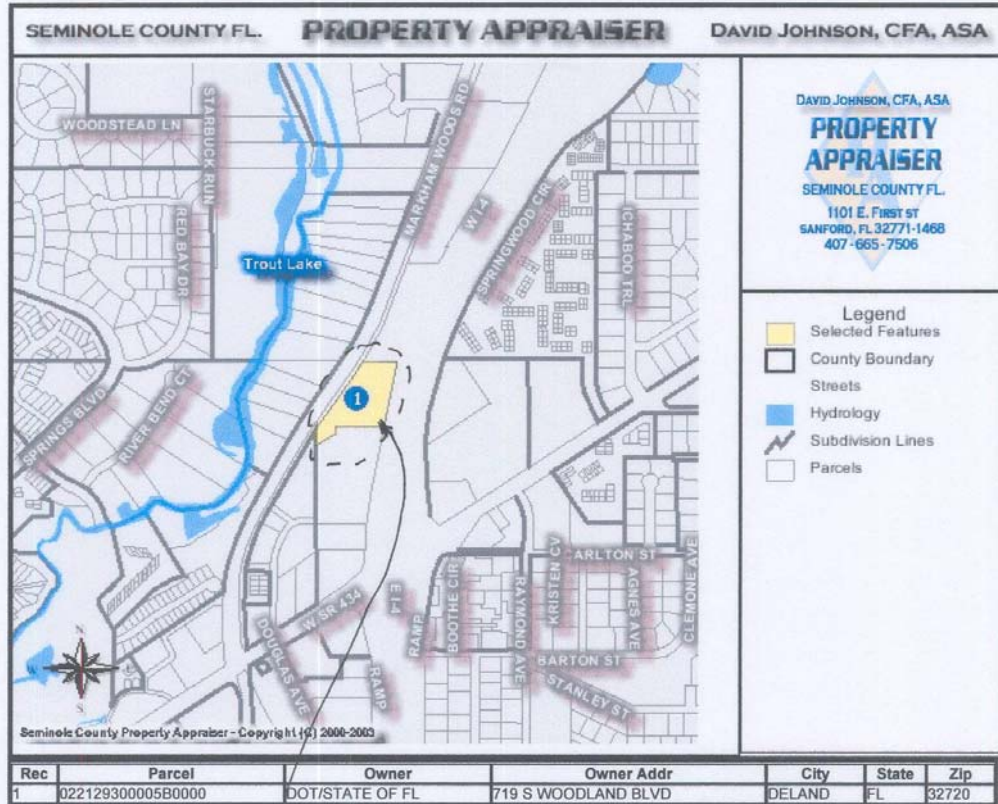
The Florida Department of Transportation has requested that Seminole County enter into an agreement to subordinate the County's present interest in certain lands (FDOT Parcel Number 101.6) that they have determined necessary to construct or improve State Road 400 (Interstate 4).

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Location Map Subordination FDOT.pdf
2. Subordination I-4.pdf

Location Map



Subject Parcel

RESOLUTION NO. 2007-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 _____ 2007.**

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400(I-4), Section No. 77160, F.P. No. 242592 3, in Seminole County, Florida; and

WHEREAS, it is necessary that certain Utility Easement rights now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the lands identified by the Florida Department of Transportation as Parcel Number 101.6, and

WHEREAS, said use is in the best interest of the County; 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 for a Subordination of County Utility interest in favor of the State of Florida Department of Transportation, subordinating the rights, 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 that the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a Subordination of County Utility interest is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of County Utility interest in favor of the Florida Department of Transportation identified as Parcel 101.6 has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____, 2007.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Carlton Henley, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
02-08-2007

23-UTL02-09/01

April 3, 2006

This instrument prepared by

ALICIA CREW

Under the direction of

GEORGE S. LOVETT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 101.6

SECTION 77160

F.P. NO. 242592 3

STATE ROAD 400 (I-4)

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 101

SECTION 77160

F.P. NO. 242592 3

ALL OF:

"Beginning at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 21 South, Range 29 East, thence North 00° 14' 19" West, 180.52 feet; thence North 00° 12' 19" West 498.38 feet to the True Point of Beginning; thence North 00° 12' 19" West 100.00 feet to the point on the Southeasterly right-of-way line of the Atlantic Coast Line Railroad; thence North 34° 31' 40" East, 525.04 feet; thence South 89° 53' 46" East, 165.38 feet to a point on the curve in the Westerly right-of-way line of Interstate Highway 4 said curve being concave to the Northeast; thence Southerly along the arc of said curve having a radius of 3014 feet and a central angle of 06° 12' 32", a distance of 321.71 feet to a point on a line tangent to said curve; thence South 10° 01' 51" West along said tangent and the Westerly Interstate Highway 4 right-of-way, 93.32 feet; thence South 89° 44' 14" West, 245.00 feet; thence South 00° 15' 45" East 45.00 feet; thence South 58° 53' 58" West, 148.74 feet to the True Point of Beginning."

(BEING ALL THE LANDS described in Official Records Book 6134, Page 938, Public Records of Seminole County, Florida.)

PARCEL NO. 101.6
SECTION 77160
F.P. NO. 242592 3
PAGE 2

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	2/2/65	Abe Kamenoff et ux	SEMINOLE COUNTY, FLORIDA	530/662

PROVIDED that the County has the following rights:

1. The County shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the County or require the County to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The County shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage to F.D.O.T. facilities and to indemnify the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 101.6
SECTION 77.160
F.P. NO. 242592 3
PAGE 3

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day
and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

SIGNATURE LINE _____
PRINT/TYPE NAME: _____

SIGNATURE LINE _____
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____
Noranne B. Downs, P.E.,
District Director
Of Project Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Approved as to Form,
Legality and Execution:

By: _____
District Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____
by Noranne B. Downs, P.E., District Director of Production for District Five, who is personally known to me or who has
produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

IN WITNESS WHEREOF, the County has caused these presents to be executed in
its name by its Board of County Commissioners acting by the Chairman or Vice-
Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: CARLTON HENLEY, 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 their _____, 2007, regular
meeting.

County Attorney

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution - Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to construct the Cross Seminole Trail South II Project (FDOT FPN: 416621-1-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY:

CONTACT: Debbie Rogers

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute the Local Agency Program (LAP) Agreement with the Florida Department of Transportation relating to reimbursement funding for the construction of the Cross Seminole Trail South II Project (FDOT FPN: 416621-1-58-01).

(Jerry McCollum)

District 1 Bob Dallari

BACKGROUND:

This Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Seminole County will provide reimbursement funding in the amount of \$962,500.00 for the construction of the Cross Seminole Trail South II Project from 800± feet south of Mikler Road to the south side of Red Bug Lake Road a distance of 1.85 miles. (See Attached Location Map). This funding is included in the FY 06/07 expense and revenue budgets for the Cross Seminole Trail South II Project.

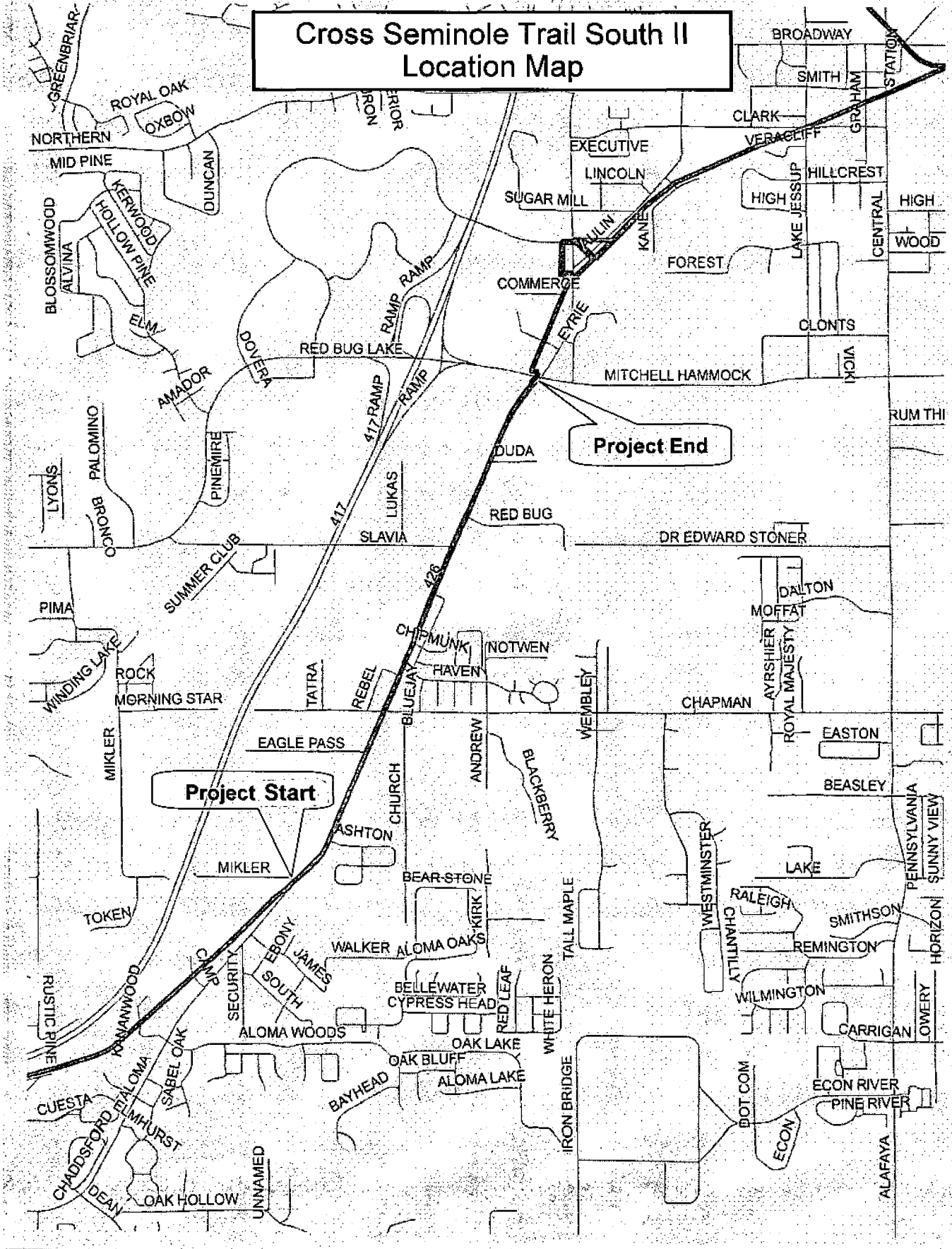
STAFF RECOMMENDATION:

ATTACHMENTS:

1. Location Map -CST South II.pdf
2. Resolution -CST South II.pdf

3. CST - South II -LAP.pdf

Cross Seminole Trail South II Location Map



RESOLUTION NO. 2007 - R - _____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 23rd DAY OF FEBRUARY, 2007.**

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of the Cross Seminole Trail South II Project from 800+ feet South of Mikler Road to the south side of Red Bug Lake Road; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 416621-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 416621-1-58-01.

ADOPTED THIS 13th DAY OF March, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Carlton D. Henley, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJECT MANAGEMENT OFFICE
10/05
Page 1

FPN: 416621-1-58-01	Fund: XU, DDR, LFF	FLAIR Approp: 088717
Federal No: 4042-286-C	Org Code: 55054010508	FLAIR Obj: 790092
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, Public Works Department, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of Phase 2 of the Cross Seminole Trail South and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

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Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before April 30, 2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 1,100,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

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8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable

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to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such

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contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to

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require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The

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Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:

Name:
Title:

By:

Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest:

Title:

Attest:

Title: Administrative Assistant

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Carlton D. Henley, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

LOCAL AGENCY PROGRAM AGREEMENT – Cross Seminole Trail South II Project

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 416621-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Seminole County, Public Works Department, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated _____

PROJECT LOCATION:

The project is X is not on the National Highway System.

The project is X is not on the State Highway System.

PROJECT DESCRIPTION:

Construction of Phase 2 of the Cross Seminole Trail South, a 14-foot wide multi-use trail from Mikler Road to Red Bug Lake Road. The project length is 1.85 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval; to coordinate permitting with the Department, and to notify the Department prior to commencement of any right-of-way activities.

Work Notification and Additional Conditions:

1. All construction and/or maintenance on the Department's right-of-way shall meet Department standards and conform to the current editions of the Federal Manual on Uniform Traffic Control Devices for Streets and Highways, FDOT Roadway and Traffic Design Standards, Standard Specifications for Road and Bridge Construction, and Utility Accommodation Manual.
2. All maintenance of traffic shall adhere to the requirements of the Design Standards 600 indexes. Upon notification by the Department of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Agency shall immediately make improvements as directed by the Department. Should the Department deem conditions to be such that imminent danger is present, all work shall automatically cease until the conditions are corrected.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

3. The Agency is responsible for ensuring that each person supervising the selection, placement, and maintenance of Traffic Control Devices in utility work zones shall be certified by attending a Department-approved MOT training course. A copy of these certifications shall be submitted to the Department upon request.
4. Notify the local Operations/Maintenance Office a minimum of 48 hours in advance of starting proposed work and a maximum of 48 hours after the completion of work. The Department specifically reserves in its discretion the right to delay commencement of construction based on local conditions or events.
5. Lane closure restrictions may apply. Contact local Operations/Maintenance Office for restriction times.
6. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Department.
7. This work shall not interfere with the property and rights of prior permit holders.
8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be used by the Agency. The Agency will, at all times and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the Agency of the aforesaid rights and privileges.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) _____ Study to be completed by _____.
- b) Design to be completed by _____.
- c) Right-of-Way requirements identified and provided to the Department by _____.
- d) Right-of-Way to be certified by _____.
- e) Construction contract to be let by _____.
- f) Construction to be completed by April 30, 2008.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoices will be reimbursed at 87.5%, reflecting the 75% Federal funding passed through the Department and the 12.5% Department contribution; the total reimbursement will not exceed \$962,500. The County's contribution to the project is \$137,500 or 12.5% of the total project cost.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Seminole County Public Works Department 520 West Lake Mary Boulevard, Suite 200 Sanford, Florida 32773-7424	FPN: 416621-1-58-01
---	----------------------------

PROJECT DESCRIPTION

Name: Cross Seminole Trail South, Phase 2 Length: 1.85 miles
 Termini: from Mikler Road to Red Bug Lake Road

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost			
PD&E 2006-2007 2007-2008 2008-2009 Total PD&E Cost			
Design 2006-2007 2007-2008 2008-2009 Total Design Cost			
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost			
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	\$ 1,100,000.00 \$ 1,100,000.00	\$ 137,500.00 \$ 137,500.00	\$ 962,500.00 \$ 962,500.00
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total Construction Engineering Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 1,100,000.00	\$ 137,500.00	\$ 962,500.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Invoices will be reimbursed at 87.5%, reflecting the 75% Federal funding passed through the Department and the 12.5% Department contribution; the total reimbursement will not exceed \$962,500. The County's contribution to the project is \$137,500 or 12.5% of the total project cost.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "1"

SINGLE AUDIT ACT

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency: Federal Highway Administration Highway Surface Transportation Program Enhancement (XU)
Catalog of Federal Domestic Assistance: 20.205 Highway Planning and Construction
Amount: \$ 825,000

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching Resources for Federal Programs:

State Agency: Florida Department of Transportation District Dedicated Revenue (DDR)
Catalog of Federal Domestic Assistance: 20.205 Highway Planning and Construction
Amount: \$ 137,500

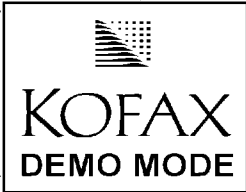
COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE AND FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The recipient of Local Agency Program funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Chapters 23 and 49, Code of Federal Regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.



not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors delay in the payment. The invoice payment requirements do not start until a properly completed invoice is Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: _____

Attest: _____
Title: Administrative Assistant

As to form: _____

As to form: _____

Attorney _____

District Attorney _____

See attached Encumbrance Form for date of funding approval by Comptroller.



ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Carlton D. Henley, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

LOCAL AGENCY PROGRAM AGREEMENT – Cross Seminole Trail South II Project

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Local Agency Program Agreement (LAP) with Florida Department of Transportation for Fernwood Boulevard Pedestrian Crossing

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY:

CONTACT: Renee Bumgardner

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute the LAP Agreement and Resolution between Seminole County and the Florida Department of Transportation (FDOT) for the installation of a raised pedestrian crossing on Fernwood Boulevard.

(Melonie C. Barrington)

District 4 Carlton D. Henley

BACKGROUND:

Traffic Engineering requested FDOT to consider funding pedestrian crossing improvements on Fernwood Boulevard in the location of the Lynx bus stop. A traffic study completed in June 2005 determined the number of pedestrians observed crossing Fernwood Boulevard in the vicinity of the Lynx bus stop and the number of reported pedestrian collisions warranted the construction of a ten-foot wide pedestrian crossing, raised approximately two (2) inches above the roadway surface, along with complementary striping and signing. These improvements would clearly identify the pedestrian walkway and improve visibility of pedestrians in the vicinity of the bus stop. As indicated by e-mail dated November 20, 2006, FDOT has agreed to fund design in the current Fiscal Year, with construction to follow in FY 07/08. A corresponding Budget Amendment Request in the amount of \$20,000 is presented as a Budget Division consent item.

STAFF RECOMMENDATION:

Execution of the LAP Agreement between Seminole County and the Florida Department of Transportation would allow Seminole County to be reimbursed the total cost of design for this project.

The Board
approve the
attached
Budget
Amendment
Request in
the amount of
\$20,000 for
the design of
the pedestrian
walkway in FY
06/07 and
execute the
LAP
Agreement
between
Seminole
County and
Florida
Department of
Transportation
which would
allow
Seminole
County to be
reimbursed
the total cost
of
construction
and design of
this project.

The FYN Program was developed by the University of Florida to address serious problems of pollution and disappearing habitats by enlisting homeowners in the effort to preserve the natural environment. This program provides special educational and outreach activities directed at the community to help residents reduce pollution and enhance their environment by improving home and landscape management. This integrated approach to landscaping emphasizes nine interrelated principles, such as: right plant, right place, water efficiently, fertilize

appropriately,
mulch
correctly,
attract wildlife,
manage yard
pests
responsibly,
recycling,
reduce
stormwater
runoff, and
protect the
waterfront.
An office
presence will
be maintained
by the FYN
Program at
the Seminole
County
Cooperative
Extension
Office.

ATTACHMENTS:

1. Fernwood LAP Agrmnt-resolution-scope-2 pg 14.pdf
2. Nov20E-Mail.doc
3. Fernwood Blvd.pdf

RESOLUTION NO. 07-R-_____

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING
OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA ON THE _____ DAY OF _____, 2007.

WHEREAS, the State of Florida Department of Transportation and
Seminole County desire to facilitate the design of the Fernwood
Boulevard raised pedestrian crossing; and

WHEREAS, the State of Florida Department of Transportation has
requested Seminole County to execute and deliver to the State of
Florida Department of Transportation the Local Agency Program
Agreement for the aforementioned project, FPN 419690-1-38-01,

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

Carlton Henley, Chairman of the Board of County Commissioners of
Seminole County, Florida, is hereby authorized to make, execute, and
deliver to the State of Florida Department of Transportation the Local
Agency Program Agreement for the aforementioned project, FPN 419690-1-
38-01.

This Resolution shall take effect upon adoption.

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

SED/lpk
1/30/07

P:\Users\lkennedy\My Documents\Public Works\reso-Fernwood Blvd LAP.doc

By: _____
CARLTON HENLEY, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>419690-1-38-01</u>	Fund: <u>HSP</u>	FLAIR Approp: <u>088849</u>
Federal No: <u>4043-083-C</u>	Org Code: <u>55053010541</u>	FLAIR Obj: <u>790089</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>77</u>	Contract No: _____	Vendor No: <u>F596-000-856-098</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Fernwood Boulevard raised pedestrian crossing and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before August 31, 2007. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 20,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

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contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

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Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

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5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

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The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such

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claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days

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are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title:

Attest: _____
Title: Administrative Assistant

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 419690-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Seminole County, 1101 East First Street, Sanford, Florida 32771.

Dated _____

PROJECT LOCATION:

The project ____ is X is not on the National Highway System.

The project ____ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Design a 22-foot wide raised pedestrian crossing across the east- and westbound lanes of traffic on Fernwood Boulevard as defined in the "Scope of Work to be Performed," a copy of which is attached hereto. The project will include the installation of new pedestrian warning signs (flashers that are activated by bus arrivals). The project length is approximately 0.194 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Tushar Patel, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, FL 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval, to coordinate permitting with the Department, and to notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) The N/A Study to be completed by N/A.
- b) Design to be completed by August 31, 2007.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by N/A .

f) Construction to be completed by N/A .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by N/A .

f) Construction to be completed by N/A .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Page 10 *(Is revised to include the underlined statement below)*

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection herewith caused by the actions of the Agency. The Agency will be responsible for securing any applicable permits.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: Seminole County 1101 East First Street Sanford, Florida 32771	FPN: 419690-1-38-01
--	-----------------------------------

PROJECT DESCRIPTION

Name: Fernwood Boulevard Pedestrian Crossing Length: ~ 0.194 Miles
 Termini: between SR 17/92 and Oxford Boulevard

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost	 	 	
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost	 	 	
Design 2006-2007 2007-2008 2008-2009 Total Design Cost	 \$ 20,000.00 \$ 20,000.00	 	 \$ 20,000.00 \$ 20,000.00
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost	 	 	
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	 	 	
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost	 	 	
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 20,000.00		\$ 20,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 20,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

December 5, 2006

SCOPE OF WORK TO BE PERFORMED

Fernwood Boulevard Raised Pedestrian Crossing

The project shall include:

- A 22' wide raised pedestrian crossing across the east and westbound lanes of traffic on Fernwood Blvd.
- A smooth uniform, non skid surface of contrasting color with 10' wide high emphasis crosswalk markings within the center 10' of the crossing.
- Connecting the crossing with a sidewalk through the median. Evaluate staggering the median sidewalk or relocating one bus stop so that both busses will stop at the edge of the speed table to unload passengers encouraging Lynx patrons to cross Fernwood Blvd within the marked continuous, raised, and lighted pedestrian crossing.
- Drainage considerations.
- Outfitting the existing pedestrian warning signs with flashing beacons activated by bus arrival. In addition consider push button activation.
- Repair of discontinuous concrete sidewalks on both sides of Fernwood Blvd from US17-92 to Oxford Blvd
- Pedestrian ramps on the northwest corner of Oxford Rd and Fernwood Blvd. accessible to the ped buttons on the signal pole
- All related infrastructure improvements shall be addressed as a part of this improvement and shall be located within the existing right-of-way.
- Design considerations for compliance with ADA (detectable warnings, ramp slopes, level landings etc....)

Terry Owens, Project Manager
Principal Coordinator/Traffic Engineering

TLO

cc: Melonie Barrington, P.E., County Traffic Engineer
File

-----Original Message-----

From: tushar.patel@dot.state.fl.us [<mailto:tushar.patel@dot.state.fl.us>]

Sent: Monday, November 20, 2006 11:30 AM

To: Owens, Terry

Cc: thomas.moscoso@dot.state.fl.us

Subject: RE: Seminole County Fernwood LAP

Good morning Terry,

We use primavera software for the schedule. I have attached a pdf and so that all you have to adjust is the begin date and end date for the various tasks. Also, here are the funding breakdown.

419690-1-38-01 Design Fernwood Blvd (US17/92 to Oxford Rd) Safety Improvements
FY 06/07 \$20,000.00

419690-1-58-01 Construction Fernwood Blvd (US17/92 to Oxford Rd) Safety
Improvements
FY 08/09 \$120,000.00

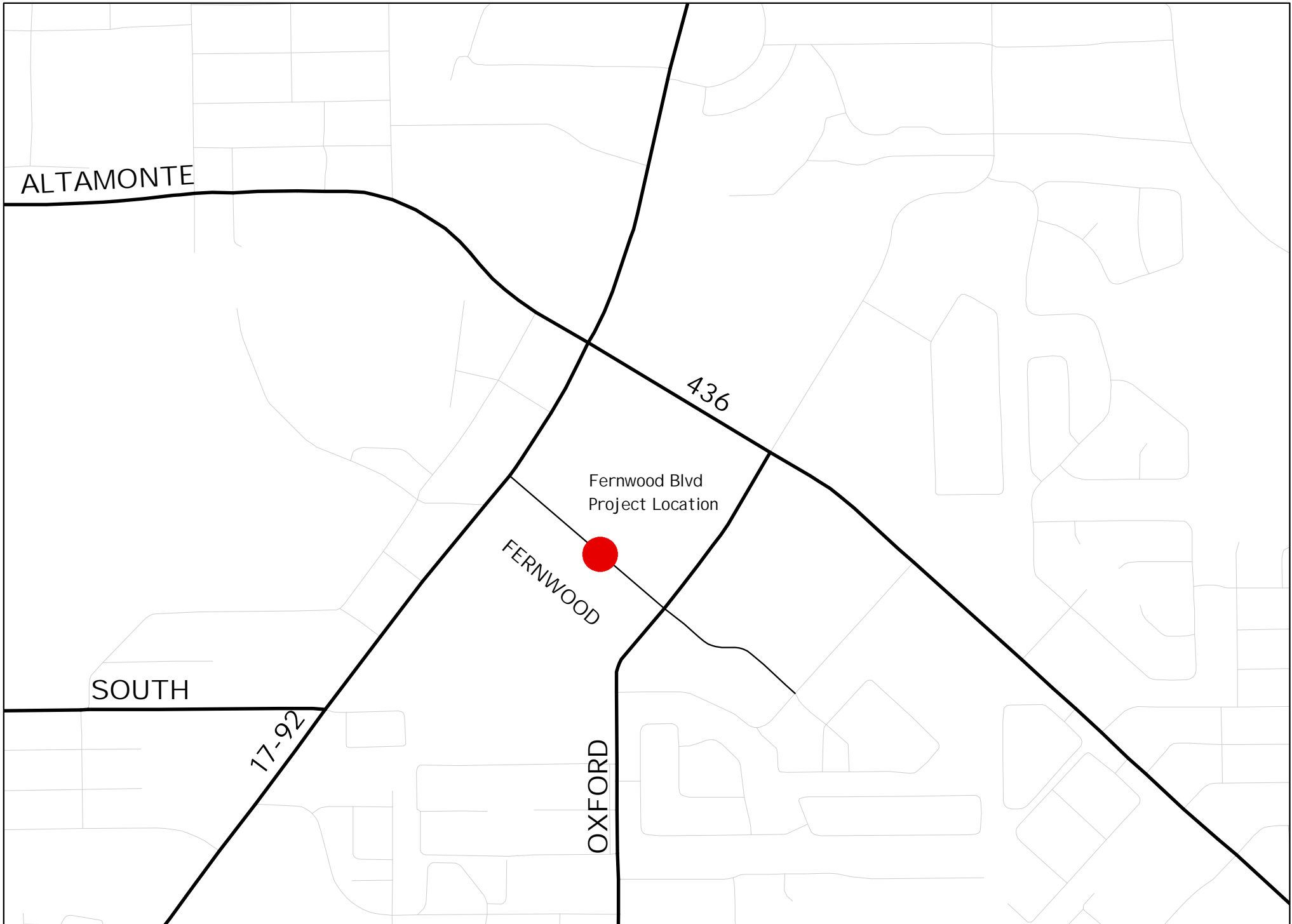
Please let me know if you need further information.

(See attached file: LAP schedule template 7-6-06.pdf)

Thank you,

Tushar Patel, Project Manager
FDOT District 5 (MS 2-542)
719 South Woodland Blvd.
Deland, Florida 32720
Phone (386) 943-5161
Fax (386) 736-5153

Fernwood Blvd Project Location Map



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Spring Break Sports Agreement

DEPARTMENT: Tourism

DIVISION:

AUTHORIZED BY:

CONTACT: Fran Sullivan

EXT:

Agenda Date: 03/13/2007

- | | | |
|---|---|--|
| <input type="checkbox"/> Briefing | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement between Seminole County and Spring Break Sports, Inc. in the amount of \$9,557.90 for the Spring Break Sports Tennis Event. (Bill McDermott)

County-wide

BACKGROUND:

This event brings men's and women's college tennis teams to the County for training and match play. Spring Break Sports has successfully managed this event since 2003. The TDC approved funding in the amount of \$7,000 in FY 2003-04, but a request for reimbursement was not submitted. No applications for funding were submitted in FY 2004-05 or FY 2005-06.

The 2006 event generated over 600 room nights with an economic impact of \$1.2 million. This year's event projects 750+ room nights in Seminole County hotels with an estimated total direct economic impact of \$1,237,670.

The TDC recommended this expenditure of up to \$9,557.90 for promotion and marketing of the event at their February 8, 2006 meeting. Funds are appropriated in Tourism's FY 2006-07 budget.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. ced01_001.pdf

SPRING BREAK SPORTS AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2007, 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 **SPRING BREAK SPORTS, INC.**, whose address is 1155 Brickell Bay Drive, No. 2410, Miami, Florida 33131, hereinafter referred to as "SPRING BREAK SPORTS".

W I T N E S S E T H:

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, 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, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based Spring Break Sports-Tennis Event to be held February 24, 2007 through March 31, 2007 at various Seminole County public parks to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and SPRING BREAK SPORTS agree as follows:

Section 1. Term. The term of this Agreement is from February 1, 2007 through September 30, 2007, the date of signature by the parties

notwithstanding, 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 SPRING BREAK SPORTS 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 SPRING BREAK SPORTS after SPRING BREAK SPORTS has received notice of termination. Upon said termination, SPRING BREAK SPORTS shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) SPRING BREAK SPORTS shall use funds from this Agreement to promote the Seminole County-based Spring Break Sports Event as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with the Seminole County Convention and Visitors Bureau telephone number and website address must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.

(c) SPRING BREAK SPORTS shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.

(d) Promotional and registration packages sent out by SPRING BREAK SPORTS for the event must contain a list of all 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

packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) SPRING BREAK SPORTS is required to use an Event Questionnaire approved by the Seminole County Convention and Visitors Bureau in order to qualify for reimbursement funds, SPRING BREAK SPORTS must provide to the Seminole County Convention and Visitors Bureau, after the event, a minimum number of completed questionnaires equal to ten percent (10%) of the projected attendance at the event or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the minimum number. Failure to provide the required number of completed questionnaires or failure to utilize the required form questionnaire shall result in non-reimbursement of approved funds and shall also directly impact future consideration for tourist development tax funding.

(f) In order to qualify for reimbursement under this Agreement, SPRING BREAK SPORTS must submit written proof of liability coverage to COUNTY upon execution of this Agreement.

(g) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the event.

(h) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by SPRING BREAK SPORTS and submitted to COUNTY no later than one (1) week after the event.

(i) SPRING BREAK SPORTS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SPRING BREAK SPORTS' event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(j) Failure to comply with or failure to meet the requirements of

said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SPRING BREAK SPORTS 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 SPRING BREAK SPORTS, its officers, employees, and agents in the performance of services provided hereunder; and SPRING BREAK SPORTS hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of SPRING BREAK SPORTS and its officers, members, agents, and employees.

(b) **Insurance.**

(1) SPRING BREAK SPORTS 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 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 SPRING BREAK SPORTS, SPRING BREAK SPORTS 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 requirements of the Agreement. In lieu of the statement on the Certificate, SPRING BREAK SPORTS 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.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, SPRING BREAK SPORTS 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 SPRING BREAK SPORTS shall relieve SPRING BREAK SPORTS of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(5) Insurance Company Requirements. 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 440.57, 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: (i) lose its Certificate of Authority, or (ii) fail to

maintain the requisite Best's Rating and Financial Size Category, SPRING BREAK SPORTS 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 SPRING BREAK SPORTS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SPRING BREAK SPORTS shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of SPRING BREAK SPORTS, SPRING BREAK SPORTS 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 the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(1) SPRING BREAK SPORTS' insurance shall cover SPRING BREAK SPORTS 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.

(2) The minimum limits to be maintained by SPRING BREAK SPORTS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

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

(7) Coverage. The insurance provided by SPRING BREAK SPORTS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of SPRING BREAK SPORTS.

(8) Occurrence Basis. The Commercial General Liability Insurance 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 financial assistance to SPRING BREAK SPORTS up to a maximum sum of NINE THOUSAND FIVE HUNDRED FIFTY-SEVEN AND 90/100 DOLLARS (\$9,557.90) for all services provided hereunder by SPRING BREAK SPORTS during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(a) Receipt by COUNTY of a Request for Funds form (a sample is attached hereto and incorporated herein as Exhibit B) from SPRING BREAK SPORTS requesting all or part of the above amount. The Request for Funds form shall be properly completed with documentation attached including original or copy of invoices and copies of canceled checks. Such request by SPRING BREAK SPORTS shall only be for services specifically provided for herein which are necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) 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 SPRING BREAK SPORTS under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that SPRING BREAK SPORTS is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit D, shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Economic Development
1301 E. Second Street
Sanford, Florida 32771

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(e) Reimbursement shall be contingent upon SPRING BREAK SPORTS' compliance with the requirements as stated in Exhibit A.

Section 6. Reporting Requirements. In the performance of this Agreement, SPRING BREAK SPORTS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. SPRING BREAK SPORTS shall transmit and certify interim records with each Request for Funds form submitted to COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit A. SPRING BREAK SPORTS shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit C, with each Request for Funds form. Additionally, SPRING BREAK SPORTS

shall submit a final Narrative Progress Report form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to SPRING BREAK SPORTS 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. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; 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.

Section 8. Unavailability of Funds. SPRING BREAK SPORTS 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 SPRING BREAK SPORTS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK SPORTS after SPRING BREAK SPORTS has received such notice of termination. In the event there are any unused COUNTY funds, SPRING BREAK SPORTS shall promptly refund those funds to COUNTY, or otherwise use such funds as COUNTY directs.

Section 9. Access to Records. SPRING BREAK SPORTS 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. SPRING BREAK SPORTS shall submit the originals of the Request for Funds form, the Narrative Progress Report form, and any other required reports or correspondence to the following:

Director
Seminole County Economic Development
1301 E. Second Street
Sanford, FL 32771

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Economic Development
1301 E. Second Street
Sanford, FL 32771

For SPRING BREAK SPORTS:

John Bellingham, President
Spring Break Sports, Inc.
1155 Brickell Bay Dr., #2410
Miami, FL 33131

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, or 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, SPRING BREAK SPORTS 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 SPRING BREAK SPORTS as provided hereinabove.

Section 15. Conflict of Interest.

(a) SPRING BREAK SPORTS 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) SPRING BREAK SPORTS hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of SPRING BREAK SPORTS 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, SPRING BREAK SPORTS 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.

ATTEST:


PAUL BELLINGHAM, Secretary

[Corporate Seal]

SPRING BREAK SPORTS, INC.

By: 
JOHN BELLINGHAM, President

Date: 2/4/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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 their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Project Application
- Exhibit B - Request for Funds Form
- Exhibit C - Narrative Progress Report Form
- Exhibit D - Economic Impact Report Form

AEC/jjr
02/14/07

P:\Users\jroyal\Tourism Development\Spring Break Sports-2-24-07 thru 3-31-07.doc

EXHIBIT A

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2006-07

I GENERAL INFORMATION

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

(1) NAME OF ORGANIZATION SPRING BREAK SPORTS INC

(2) NAME OF EVENT/PROJECT SPRING BREAK SPORTS - TENNIS

DATE OF EVENT 2/24 - 3/31/07 LOCATION OF EVENT SAVANNAH PK, SYLVAN LAKE

DESCRIPTION OF EVENT COLLEGE TENNIS TEAMS' SPRING BREAK ^{RED BUG}

(3) CONTACT PERSON PAUL BELLINGHAM

(4) COMPLETE ADDRESS OF ORGANIZATION:

STREET 1155 BRICKELL BAY DRIVE, #2410

CITY MIAMI ST. FL ZIP 33131

PHONE: 512 9565 786

FAX:

E-Mail paul@springbreaksports.com

(5) ORGANIZATION'S CHIEF OFFICIAL: PAUL BELLINGHAM

TITLE: DIRECTOR & SECRETARY

Address if different from above:

AS ABOVE

PHONE: AS ABOVE FAX:

E-Mail AS ABOVE

(6) INTENDED USE OF FUNDS:

Bid Guarantee ☐

Promotion/Marketing ☒

(7) AMOUNT REQUESTED \$ 9,557.90

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



II DETAILS ON YOUR ORGANIZATION

1 *What are your organization's goals and objectives?*

To bring Men's and Women's College Tennis Teams from all Divisions (NCAA I, II, III, NJCAA and NAIA) to Seminole County to participate in Spring Break Sports' tennis program. Our objective is to provide each individual team with a spring break tailored to their specific requirements. For example, some teams wish to use the majority of their time for practice, whilst others play up to 8 matches in one week.

Our goal is to see a year on year increase in numbers of participating teams. We will achieve this by running an attractive, efficient program that will encourage repeat business and, through aggressive marketing and word of mouth, attract teams who currently either do not take a spring break or who use the services of our main competitor in Hilton Head, South Carolina.

2 *What services does your organization provide?*

Spring Break Sports arranges all the teams' requirements for their Spring Break trip. These include booking their hotel accommodation, booking their vehicles, booking their court facilities; arranging their match schedule and facilitating the setup of individual teams match schedules whilst in Orlando.

3 *How will your organization monitor expenditure of funds?*

Spring Break Sports will maintain close control of its expenditure through basic accounting processes, rigorous scrutiny of receipts and by employing the services of a qualified external accountant.

1155 Brickell Bay Drive, #2410, Miami, FL 33131

Tel: 786-512-9565 E-mail: paul@springbreaksports.com

Web site: www.springbreaksports.com

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



4 How will your event bring additional visitors and hotel room nights to Seminole County?

By the very nature and location of our business, Spring Break Sports is attractive to out of state teams – primarily those from colder climates in the North East and Mid West. Each team has a minimum of six players and one coach – and very often teams use this session as a warm up and so bring many more players – sometimes up to 14 per team with more coaching staff. Some of the larger, usually Division 1 teams, also bring their trainer. The vast majority of teams stay for a full week and we locate them as close to our main facilities of Sanlando Park, Lake Sylvan and Red Bug Park as possible. Principal hotels that we use are the Marriott Residence Inn, the Hampton Inn, The Embassy Suites – all at Altamonte Springs - and the Homewood Suites and Hampton Inn and Suites at Lake Mary. With some schools having a policy of only one person per bed, this further increases the number of room nights required.

We also actively encourage parents and friends of the team to accompany them. Coaches often bring their families with them and a number of teams have very active participation from their parents who regularly travel with the team to support them. Again, we make all hotel arrangements for the parents.

5 What is your organization's experience in managing sponsorships and grants?

Paul Bellingham has experience in this area from his previous employment at Grenelefe Golf and Tennis Resort and his relationship with Polk County Sports Marketing, with the sole objective of generating sporting events and room nights at Grenelefe Resort.

With the increase in administrative staff, Spring Break Sports now has the resources to effectively manage grants and to seek new marketing opportunities.

1155 Brickell Bay Drive, #2410, Miami, FL 33131

Tel: 786-512-9565 E-mail: paul@springbreaksports.com

Web site: www.springbreaksports.com

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

- (1) What are your organization's goals and objectives?
- (2) What services does your organization provide?
- (3) How will your organization monitor expenditure of funds?
- (4) How will your event bring additional visitors and hotel room nights to Seminole County?
- (5) What is your organization's experience in managing sponsorships and grants?

PREVIOUS EVENTS SPONSORED BY YOUR ORGANIZATION

Please provide three (3) years of event history.

Previous Event: SPRING BREAK SPORTS
Date 03/06 Location SAVANDO PARK, LAKE SYLVAN, ROBUS AVE
Contact Name/Phone: PAUL BELLINGHAM - 786 512 9565
Out-of-State Participants 1300 Room Nights 687 Economic Impact \$1,257,340

Previous Event: SPRING BREAK SPORTS
Date 03/05 Location AS ABOVE
Contact Name/Phone: AS ABOVE
Out-of-State Participants 1100 Room Nights 632 Economic Impact \$1,071,140

Previous Event: SPRING BREAK SPORTS
Date 03/04 Location AS ABOVE
Contact Name/Phone: AS ABOVE
Out-of-State Participants 1150 Room Nights 995 Economic Impact \$1,117,690

III EVENT INFORMATION (Use additional sheets where necessary.)

- (1) NAME OF EVENT: SPRING BEGAK SPORTS - TENNIS
- (2) NUMBER OF DAYS: 36 DATE: 2/24 - 3/31/2007
- (3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
COMPANY NAME
ADDRESS: N/A
PHONE and FAX
- (4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?
PLEASE SEE ADDITIONAL SHEET
- (5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?
PLEASE SEE ADDITIONAL SHEET
- (6) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS 50
LOCAL GUESTS 20
OUT-OF-TOWN PARTICIPANTS 1250
OUT-OF-TOWN GUESTS 30
OUT-OF-TOWN MEDIA NONE ANTICIPATED AT PRESENT
- (7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 750 - 800
- (8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. (DO NOT USE MULTIPLIERS.): \$1,210,790

(PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM PROVIDED IN THIS PACKET.)

SPRING BREAK SPORTS Inc

Fed ID #22 38 67 255



III EVENT INFORMATION

4 How will this event contribute to a positive image for Seminole County?

By participating in an efficient, well run event at several of the County's facilities, this will not only encourage teams to return in future years but will also lead to further expansion of the program through personal recommendation. The proximity of a number of hotels to the facilities is a major advantage in attracting teams to the event.

Spring Break Sports only uses first class sporting facilities, thereby ensuring that teams will not be disappointed. By pricing the event a reasonable level, coaches will come away feeling that they have had excellent value for money. By providing ancillary activities for the players – such as discounted theme park tickets and a weekly party, players will leave having thoroughly enjoyed their time in Seminole County.

5 Does this event have future implications, spin-offs or other considerations?

Spring Break Sports intends to run its tennis program on an annual basis for the foreseeable future. It is the company's intention to further expand the program by aggressively selling the concept of a spring break trip to all ITA affiliated educational establishments. The company maintains a data base of all previous participants, which is the basis for the next year's sales, as well as regular e-mail blasts to all ITA coaches. In addition to this, the company makes literally thousands of telephone calls to coaches across the US to raise awareness of our program and to encourage them to attend. Further expansion is also considered to the Preparatory School market who, increasingly, want to take planned trips for their students and who's sporting abilities are being realized at younger and younger ages.

In addition to the expansion of the tennis program, Spring Break Sports is looking to cater for other sports – particularly Lacrosse, Golf, Volleyball and Soccer. Working on relationships already established with existing tennis coaches – who often coach another sport as well – it is expected that this organic expansion can be realistically achieved.

1155 Brickell Bay Drive, #2410, Miami, FL 33131

Tel: 786-512-9565 E-mail: paul@springbreaksports.com

Web site: www.springbreaksports.com

IV SPORTING EVENT (If Applicable)

- (1) NAME OF SPORT/EVENT: TENNIS
- (2) LOCATION OF EVENT: SANRANDO PARK SYLVAN LAK, RED BUS
- Have Facility(s) been secured? YES Facility(s) cost: _____
- (3) TOTAL NUMBER OF ^{COURTS} FIELDS NEEDED: 50
- (4) TOTAL NUMBER OF ^{COURTS} FIELDS NEEDED PER DAY: 50 - IF AVAILABLE
- (5) NUMBER OF ^{COURTS} LIGHTED FIELDS REQUIRED: 50
- (6) PROVIDE ^{COURT} FIELD USE TIMES BY DAY: ALL COURTS 8AM - 10PM
- (7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
ALL COURTS MUST BE IN GOOD PLAYING CONDITION
& MAINTAINED ON A DAILY BASIS - SWEEP E.E. ONLY HARD
COURTS CAN BE USED.
- (8) SPECIAL SITE REQUIREMENTS:
BATH ROOMS, DRINKING WATER, ICE, SINGLES
STICKS, CHAIRS/BENCHES ON COURT, SPECTATOR
SEATING, CHANGING FACILITIES IF POSSIBLE

V CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:

TOTAL EVENT BUDGET

Please complete the following budget summaries:

PROJECTED EXPENSES		
	IN-KIND	CASH
Travel		3,000
Housing		4,000
Food		3,900
Sanction Fees		N/A
Site Fees		2,500
Rights/Guarantees Fees		N/A
Officials		N/A
Awards		N/A
Equipment		2,500
Rentals		N/A
Insurance		3,000
Security		N/A
Labor		40,000
Marketing/Promotions		9,557.90
Administrative Costs		INC IN LABOR
Other Expenses		
LEGAL & PROFESSIONAL		2,250
EVENT STAFF		2,500
Total In-Kind Expense		
Total Cash Expense		92,207.90
TOTAL EXPENSE		92,207.90

PROJECTED INCOME		
	IN-KIND	CASH
Admissions		30,000
Contributions**		N/A
Grants		N/A
Sponsorships**		N/A
Sales		1,000
Room Rebates		24,000
Tourism Funds		9,557.90
Other Income		
STRINGING		500
THEME PARKS		5,000
RENTAL CAR REBATES		3,410
Total In-Kind Income		
	Total Cash Income	93,467.90
	TOTAL INCOME	93,467.90

** Please provide a summary of current sponsors/contributors including the amount of their cash and/or in-kind contribution.

Please Note: If a grant is awarded, payment/reimbursement occurs after the event by submitting invoices totaling the amount granted.

Attachments: Form B
Form C
Sample Survey Form
Economic Impact Form
Event Checklist

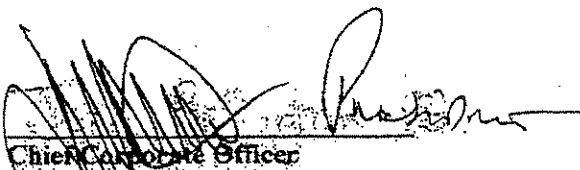


BREAKDOWN OF MARKETING/PROMOTION BUDGET

Website:		
Website Hosting		\$539.40
Website Design/E-mail blast and site updates		\$4,000.00
Telephone Charges - inc cell, data and long distance		\$3,500.00
Attendance at ITA Convention in Miami:		
Stall Cost		\$215.00
Travel/Subsistence Cost		\$37.50
Registration Packet x 150:		
Printing		\$516.00
Postage		\$450.00
Bound Cover		\$150.00
Envelopes		\$150.00
Grand Total		\$9,557.90

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2006-07. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.

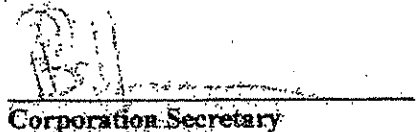


Chief Corporate Officer

1/3/07

Date

Seal



Corporation Secretary

1/3/07

Date

**Seminole County - Economic Impact
FY 06-07**

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?	1250	\$ 136.00	7	\$ 1,190,000.00
How many adult out-of state attendance/spectator days expected?	30	\$ 136.00	7	\$ 28,560.00
How many out-of state media/professional days expected?		\$ 136.00		\$ -
How many adult in-state attendance/spectator/participant days expected?	70	\$ 91.00	3	\$ 19,110.00
How many youth out-of state participant days are expected?		\$ 68.00		\$ -
How many youth in-of state participant days are expected?		\$ 57.00		\$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 1,237,670.00
	Direct Impact	Divider	Multiplier	
Total output economic impact:	\$ 1,237,670.00		1.5	\$ 1,856,505.00
Total earnings impact:	\$ 1,237,670.00		0.57	\$ 705,471.90
Total employment impact:	\$ 1,237,670.00	1,000,000	22	27.23
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	\$ 1,237,670.00		0.06	\$ 74,260.20
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ 74,260.20	0.09653	\$ 7,168.34
		Non-Taxable	Option Sales	
	Direct Impact	Sales	Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	\$ 1,237,670.00	\$ -	0.01	\$ 12,376.70
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:			800	\$122.66
	Total Hotel Impact			Resort Tax Rate
COUNTY RESORT TAX RECOUPED:	\$ 98,128.00		0.03	\$ 2,943.84
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 22,488.88
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ 13,990.00
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ 36,478.88

EXHIBIT D

EXHIBIT "B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

REQUEST PERIOD FROM _____ TO _____

REQUEST # _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE _____ TITLE _____

EXHIBIT B

EXHIBIT "C"

NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #116, LONGWOOD FL 32779

REPORT PERIOD FROM _____ TO _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ PHONE _____

() INTERIM

() FINAL REPORT

Please describe below the status of your event, including the final completion date and status of each of the promotional elements for which you will be requesting reimbursement (refer to Exhibit "A"). Use additional sheets if necessary.

Please indicate the total expenditures your organization plans to make in Seminole County, such as advertising and promotion, for this event.

(For Final Report only)

Please indicate the economic impact generated by your event:

#of Hotels used _____

#of Hotel room nights _____

#of out-of-town participants _____

#of out-of-town fans _____

#of out-of-town media _____

EXHIBIT C

Exhibit "D"

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 136.00		\$ -
How many adult out-of state attendance/spectator days expected?		\$ 136.00		\$ -
How many out-of state media/professional days expected?		\$ 136.00		\$ -
How many adult in-state attendance/spectator/participant days expected?		\$ 91.00		\$ -
How many youth out-of state participant days are expected?		\$ 68.00		\$ -
How many youth in-of state participant days are expected?		\$ 57.00		\$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	\$ -		1.5	\$ -
Total earnings impact:	\$ -		0.57	\$ -
Total employment impact:	\$ -	1,000,000	22	\$ -
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	\$ -		0.06	\$ -
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ -	0.09653	\$ -
		Non-Taxable	Option Sales	
	Direct Impact	Sales	Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	\$ -	\$ -	0.01	\$ -
	Estimated Rooms	Estimated	Approximate Hotel	Average Room
	Per Night To Be Secured	Nights In Town	Rooms Secured	Rate Per Night
TOTAL HOTEL IMPACT:				\$ -
	Total Hotel			
	Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	\$ -		0.03	\$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure Approval Lists; BCC Minutes;and Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval of Expenditure Approval Lists

Approval of BCC Minutes dated February 13, 2007

County-wide

BACKGROUND:

1. Expenditure Approval Lists dated February 12 & 19, 2007
2. BCC Official Minutes dated February 13, 2007
3. Clerk's "Received and Filed" - for information only.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. cc031307_001.pdf

CLERK'S REPORT
MARCH 13, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS

Expenditure Approval Lists dated February 12 and 19, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated February 13, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Development Order for Rick H. & Judy M. Cox, #07-38000001.
2. Work Order #24 to RFP-4241-05, Guardian Equipment, Inc.
3. Work Order #15 to PS-5190-05, CH2M Hill.
4. Certificate of Completion for Work Order #41 to CC-1262-05, American Persian Engineers & Constructors, Inc.
5. Basic Contract #M-1689-07, Petroleum Equipment Construction, Inc.
6. Notices from the Florida Public Service Commission regarding Docket #070098-EI, Determination of need for a proposed electrical power plant by Florida Power & Light Co.
7. Maintenance Bonds as follows: in the amount of \$32,305.37 for Stratford Green; in the amount of \$36,030.36 for Copper Chase Townhomes onsite water and sewer; in the amount of \$27,702.95 for Copper

Chase Townhomes offsite water and sewer; and in the amount of \$17,152 for Lake Mary Blvd. @ Cambridge Prep ROW.

8. Maintenance Agreements and Letter of Credits as follows: in the amount of \$9,720 for Regal Pointe Park, Lot 4 (Riviera); and in the amount of \$735 for Regal Pointe Park, Lot 3.
9. Final Renewal and Third Amendment to Lease Agreement, RFP-4190-03, Pomeroy IT Solutions.
10. Amendment #1 to IFB-600101-06, Battery Zone, Inc.
11. Letter from Douglas Campbell, University of Memphis, to Clerk of Circuit Court requesting copies of ordinances.
12. Work Order #16 to PS-5190-05, CH2M Hill.
13. Copy of Letter of Understanding to Waste Services of Florida, Inc. from Tammy Roberts, Purchasing, regarding revised scope of services, IFB-600055-06.
14. Amendment #3 to RFP-4172-03, Carolina Software, Inc.
15. Certificate of Completion for CC-1236-04, Schuller Contractors, Inc.
16. Work Order #14 to CC-1252-04, Stage Door II, Inc.
17. Second Amended Mortgage Deed for Reuvenia Burch.
18. Certificate of Completion for Work Order #53 to CC-1212-03, Corinthian Builders, Inc.
19. Basic Contract #M-1866-07, Southeastern Surveying & Mapping Corp.
20. Mutual Termination of Term Contract IFB-3119-05, Central Florida Environmental Corp.
21. Certified Tennis Pro Agreement with Antonio Acosta.
22. Agreement RFP-600121-06, Langton Associates/In Rem Solutions.

23. Work Order #11 to PS-0381-06, Matern Professional Engineering, P.A.
24. Title Opinion for Colonial Townpark.
25. Memorandum to Sandy McCann from Leticia Figueroa, Facilities Maintenance, transmitting the Site Rehabilitation Completion Order for Hospital Road Parcels 1-A and 1-B.
26. Foreclosure Prevention Mortgage Deed for Anglyn C. Smith.
27. Amendment #1 to Work Order #6 for PS-596-01, PEC, Inc.
28. Conditional Utility Agreements for water and sewer services with CRF - Aloma LLC and Longwood/Lake Mary LLC.
29. Conditional Utility Agreements for potable and reclaimed water and sewer service with Lake Mary Senior Living LLC.
30. Letter of acceptance and Bill of Sale for water and sewer systems within the project known as Ruth's Chris Steakhouse.
31. Bill of Sale for Mirror Lake Commercial, Lot 4.
32. Satisfaction of connection fees for the project known as Copper Chase.
33. Conditional Utility Agreements for potable and reclaimed water service with Venture Thirty-Two, Inc.
34. Conditional Utility Agreements for water and sewer service with Seminole Community Church.
35. Letters of acceptance and Bills of Sale for water and sewer systems within the projects known as Stratford Green Townhomes, Copper Chase, and Regal Pointe Park, Lots 3 and 4.
36. Utility Easement for the project known as Boardwalk Pizza @ Grandville.
37. Work Order #16 to PS-5135-02, GMB Engineering & Planners, Inc.

38. Work Order #52 to PS-5150-03, Water & Air Research, Inc.
39. First Amendment to Interlocal Agreement with the city of Casselberry relating to the Cent for Seminole Local Sales Surtax as approved by the BCC on April 25, 2006.
40. Work Order #6 to RFP-0013-06, The Colinas Group, Inc.
41. Amendment #1 to Work Order #53 for PS-5129-02, Southeastern Surveying & Mapping Corp.
42. Notice from the U. S. Bankruptcy Court, Southern District of New York, regarding Adelphia Communications Corporation, et al., Debtors.
43. RFP-600097-06 EAP Agreement with The J. D. Allen Group, Inc.
44. Basic Contract #M-1897-07, Real Estate Research Consultants.
45. Work Order #7 to RFP-0778-06, American Acquisition Title, Inc.
46. Third Amendment to RFP-4174-02, Vila & Son Landscaping.
47. Work Order #4 to PS-5138-03, PBS&J.
48. Bids as follows: RFP-1670-06; PS-1681-06; #600140-07; RFP-600133-07; RFP-600123-07; RFP-600138-07; PS-1742-07; and RFP-600149-07.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCC Official Minutes dated February 13, 2007

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval of BCC Minutes dated February 13, 2007

County-wide

BACKGROUND:

Clerk's Office report

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Clerk's "Received and Filed" - for information only.

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

For information only

County-wide

BACKGROUND:

Clerk's Office report

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: \$1,000 - Sheriff's Office - Law Enforcement Trust Fund

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Ben Crawford

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$1,000 from the Law Enforcement Trust Fund to provide funding in support of Mothers Against Drunk Driving (MADD). (George Sellery)

County-wide

BACKGROUND:

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund in the amount of \$1,000, to provide a financial contribution to Mothers Against Drunk Driving (MADD). The mission of MADD is to increase public awareness about drinking and driving, providing victim services to bereaved victims/survivors of drunk driving crashes and providing programs for youths to learn about the dangers of drinking and driving. The Sheriff's Office is a strong supporter of the efforts of Mothers Against Drunk Driving and therefore desires to contribute funding in support of the programs MADD offers. 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 \$6,375.55.

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: \$550 - Sheriff's Office - Law Enforcement Trust Fund

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Ben Crawford

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to provide \$550 in funding assistance from the Law Enforcement Trust Fund for the "Retro Bill" performance in Seminole County. (Penny Fleming)

County-wide

BACKGROUND:

The Seminole County Sheriff's Office is requesting an expenditure, from the Law Enforcement Trust Fund, in the amount of \$550 to provide funding assistance for Retro Bill" performances that will take place in Seminole County from April 16th through April 20th.

Retro Bill is a nationally recognized children's advocate and is presently the most in demand school assembly performer in the United States. He is known to millions of fans as the "Official D.A.R.E. Safety Buddy" and the "King of Safety and Self Esteem". Retro Bill's mission is to inspire children from kindergarten through high school. He is a "Red Ribbon" assembly performer, a "National Risk-Watch Program Safety" presenter, and a "Character Counts" presenter who delivers topics ranging from the danger of drugs, alcohol and tobacco to the six pillars of good character: Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship. Retro Bill appeared in April 2006 at the Sanford Civic Center for two (2) fifty minute shows, delighting hundreds of elementary school students who attended the performances.

This year Retro Bill will be attending Heathrow, Wilson, Idyllwilde, Bentley, and Winter Springs Elementary Schools, all of which are providing funding support for the performances. Funds requested from the Law Enforcement Trust Fund will assist in funding the travel and per diem expenses for Retro Bill to perform at the schools.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is: \$6,375.55.

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: \$500 - Sheriff's Office - Law Enforcement Trust Fund

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Ben Crawford

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$500 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board. (Penny Fleming)

County-wide

BACKGROUND:

The Missing Children Clearing House Advisory Board, a component of the Florida Department of Law Enforcement (FDLE) helps highlight the plight of missing children by sponsoring an annual Florida Missing Children Day, which was enacted by the Florida Legislature in 1999. The annual ceremony, which will be held on September 11, 2007 in Tallahassee will be attended by Governor Crist, governmental dignitaries from throughout Florida, law enforcement officials and hundreds of parents and children. The Sheriff's Office desires to contribute \$500 to The FDLE's Missing Children Clearing House Advisory Board to assist them in planning and funding this very worthwhile event.

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 \$6,375.55.

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: \$200 - Sheriff's Office - Law Enforcement Trust Fund

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Ben Crawford

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$200 from the Law Enforcement Trust Fund to provide funding in support of Rock Lake Middle School's "drug and alcohol free" graduation event. (George Sellery)

County-wide

BACKGROUND:

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund to help Rock Lake Middle School fund their annual eighth grade graduation party tentatively planned for May 3, 2007. The theme of the graduation event will be "alcohol and drug free", which is a message that the Sheriff's Office strongly supports.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is \$6,375.55

STAFF RECOMMENDATION:

ATTACHMENTS:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 7-46 - \$33,921 - Sheriff's Office - General Fund

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Ben Crawford

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☒ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

The Seminole County Sheriff's Office is requesting the Board of County Commissioners to approve and authorize the Chairman to sign and execute the Budget Amendment Request in the amount of \$33,921.00 for the Sheriff's Office FY 06/07 budget for the DCF, Child Protective Services grant. (Penny Flemming)

County-wide

BACKGROUND:

The Seminole County Sheriff's Office has received grant amendment #4 to increase the Child Protective Services grant in the amount of \$33,921.00. This amendment will provide additional funds for training purposes. The additional monthly amount of funds to be received will be \$11,307.00 in March, April and May, 2007 for a total of \$33,921.00. There is no match or additional positions required for these funds.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 3-27 CPS BAR, 06-07 Amend 4.pdf

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Budget Amendment Request – Child Protective Services

DEPARTMENT: Sheriff's Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Don Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date 03/13/07 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

The Seminole County Sheriff's Office is requesting the Board of County Commissioners to approve and authorize the Chairman to sign and execute the Budget Amendment Request in the amount of \$33,921.00 for the Sheriff's Office FY 06/07 budget for the DCF, Child Protective Services grant.

BACKGROUND:

The Seminole County Sheriff's Office has received grant amendment #4 to increase the Child Protective Services grant in the amount of \$33,921.00. This amendment will provide additional funds for training purposes. The additional monthly amount of funds to be received will be \$11,307.00 in March, April and May, 2007 for a total of \$33,921.00. There is no match or additional positions required for these funds.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. _____

2007-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 FY06/07

DFS Recommendation	
Analyst	Date
Budget Mgr	Date
Director	Date

PURPOSE: Appropriate funds for Grant Amendment #4 with DCF Child Protective Services for additional training.

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	Project #	Account Title	Amount
00100-334221		Sheriff-State Grants	33,921
Total Sources			33,921

Uses:

Account Number	Project #	Account Title	Amount
00100-013002-590963.03		Sheriff's - Operating Exp	33,921
Total Uses			33,921

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

MEMORANDUM: ADMINISTRATIVE SERVICES

1703-07-015

TO: Lisa Spriggs, Director of Fiscal Services

FROM: Penny J. Fleming, Chief, Administrative Services

DATE: February 23, 2007

SUBJECT: Department of Children and Families, Child Protective Services
Grant Amendment #4

The Seminole County Sheriff's Office has received grant amendment #4 to increase the Child Protective Service grant in the amount of \$33,921.00. The amendment is for the provision of additional training funds. The additional grant funds will be included in the Child Protective Services (CPS) payment beginning in March. The additional monthly amount of funds to be received will be \$11,307.00 in March, April and May 2007 for a total of \$33,921.00. There is no match or additional positions required for these funds.

The Seminole County Sheriff's Office is requesting the Board of County Commissioners to approve and authorize the Chairman to sign and execute the Budget Amendment Request in the amount of \$33,921.00 for the Sheriff's Office FY 06/07 budget for the DCF, Child Protective Services grant.

It is respectfully requested that this item be placed on the agenda for the Board of County Commissioners meeting on Tuesday, March 27, 2007.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 407-665-6617 or Elizabeth Vergara at 407-665-6742.

C: Cindy Coto
County Manager

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Willa Grove Subdivision Wall Reconstruction

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Don Fisher **EXT:**

Agenda Date: 03/13/2007

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Briefing | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Regular |
| <input type="checkbox"/> Special Public Hearing | <input type="checkbox"/> Work Session | <input type="checkbox"/> Public Hearing - 1:30 |
| <input type="checkbox"/> Public Hearing - 7:00 | | |

MOTION/RECOMMENDATION:

Direct the County Attorney's Office to prepare the appropriate agreement with the lot owners that will stipulate, at a minimum: the \$75,000 will only be provided after the wall is constructed, inspected, and approved; the wall shall be the 6' wall depicted in the specifications (attached) from PremierCrete as provided by Alan Montijo; and, that each owner releases the County from any claim or liability with respect to the original wall. Further, authorize the County Manager to execute the agreements on behalf of the County.

District 1 Bob Dallari

BACKGROUND:

At its June 27, 2006 meeting, the Board of County Commissioners agreed to contribute \$75,000 toward the demolition and reconstruction of the Willa Grove Subdivision wall; the agenda memorandum and meeting minutes are attached for reference. The offer to contribute was "subject to the wall actually being built." Further, it was understood during the meeting that the wall be located at the rear of the 12 lots associated with this matter and that the wall meets or exceeds Code requirements.

Several months ago, the County Attorney's Office (CAO) coordinated a meeting with the lot owners to explain the offer made by the County Commission and to see whether there was homeowner consensus to move forward. After follow-up correspondence and a meeting with Alan Montijo, a lot owner who volunteered to lead the rebuild effort, it appears that there is consensus by the 12 owners to rebuild the wall.

The owners solicited bids from several companies and they have indicated interest in contracting with PremierCrete who proposes to construct 1,145 lineal feet of precast concrete wall for \$84,725. In addition, the owners propose to contract with Southern Oaks Land Company to demolish and remove the old wall at an estimated cost of \$11,400 for a total estimate of \$96,125. Based on this, and less the County's contribution, the total out-of-pocket expense for each lot owner is \$1,760. Mr. Montijo expresses

interest in rebuilding the wall in June 2007.

Staff recommends that the Board direct the County Attorney's Office to prepare the appropriate agreement with the lot owners that will stipulate, at a minimum: the \$75,000 will only be provided after the wall is constructed, inspected, and approved; the wall shall be 6' and in s style as depicted in the specifications (attached) from PremierCrete as provided by Alan Montijo; and, that each owner releases the County from any claim or liability with respect to the original wall. Further, staff recommends that the Board authorize the County Manager to execute the agreements on behalf of the County so as to expedite the process. (Don Fisher)

STAFF RECOMMENDATION:

ATTACHMENTS:

1. willa grove wall montijo.pdf
2. Willa Grove PDF Agenda.pdf
3. willa grove agenda minutes.pdf

Endicott, Helen

From: Montijo, Allen [allen.montijo@lmco.com]
Sent: Sunday, February 25, 2007 12:51 PM
To: Fisher, Don
Subject: Willa Grove Wall Project
Attachments: Willa Grove Wall Demolition.doc; Willa Grove Wall Bid.pdf; Willa Grove Wall Decision.pdf; PremierCrete Wall.pdf; Wall.ppt

Don,

As requested I am send you a summary of the events. This effort all started after a letter that was sent on January 8th, 2007 from the County Attorney's Office (Ann Colby), for the affected owners of the twelve (12) lots within Willa Grove Subdivision recommending to get together and decide as a group a solution to the wall issue. We then had a meeting at the end of January were I volunteered to take over the project and request bids from at least 4 contractors, put a summary together, and then as a group select the best option. Options considered were:

1. PVC (which did not meet the County's code and would require a waiver)
2. PremierCrete (pre-cast concrete), Company out of Texas that presently has projects in Sea World
3. Quick Bricks (new product developed), local company just starting
4. ACP (pre cast concrete) local company

On February 6th, 2007, I held a meeting to discuss the all the options and vote for the best one. At this meeting all homeowners were present or represented except for Ms. Barbara Johnson who was later contacted. The second option was selected , PremierCrete (see attachment *Willa Grove Wall Decision.pdf*). Not only was the cost was lower but they seemed to be very interested and flexible with the project start date and payment terms. The initial household cost that was presented to the homeowners was \$2,643 due to PremierCrete's demolition cost. I was able to find a local demolition/clean-up company, Southern Oaks Land Co., (see attachment *Willa Grove Wall Demolition.doc* and new *Willa Grove Wall Bid.pdf* from PremierCrete) and reduce the household cost to **\$1,760** per household. On February 16th, Ed Jarem and I held a meeting with Don Fisher and Ann Colby to bring them up-to-date with the option selected, highlight some issues and concerns such as (permits, notices, etc.) and we were also able to contact Mr. David Kizer form PremierCrete to discuss changes to the payment terms and schedule. On February 18th I held a meeting with the 12 lot owners again to present the new estimated cost, path forward, and to summarize the meeting with the county (see attachment *Wall.ppt*). Presently, the path forward is:

1. Have meeting with two (2) contractors on site within 2 weeks to develop schedule and final tie-in. - A. Montijo
2. Present Project to County Board for Final approval on 3/13/07. - D. Fisher

2/26/2007

3. Provide Letter of committed funds from County so that contracts can be signed (ASAP). - D. Fisher
4. Have all Money Orders collected from each household by 5/31/07. - A. Montijo
5. Start demolition and Wall Project on 6/18/07.

There are still some details that need to be ironed out. But I'm sure that with the present spirit of cooperation that exists between the County and our community, all these details will be resolved. Please forward this email to Ann and let me know if you need any more information. Again, I sincerely thank you and Ann for all your help.

Sincerely,

Allen Montijo
1704 Willa Grove
Winter Park, FL 32792

2/26/2007



Southern Oaks Land Co., LLC
1007 Forest Circle
Winter Springs, FL 32708
407-488-5814
Email: rjyoungers@yahoo.com
www.SouthernOaksLandCo.com

15 February 2007

Property: Willa Grove Perimeter Brick Wall Demolition Project
Address: Tuscahill Road
Winter Park, FL
Seminole County Representative: Mr. Donald Fischer 407-665-7212
Willa Grove Representative: Mr. Allen Montijo 407-948-5660 (Cell), 407-677-4998 (Home)
Email: allen.montijo@lmco.com

Proposal: Estimated execution date 15 March 2007

Demolition and removal of 1,100 linear foot brick wall and 1,100 linear foot concrete footer along perimeter of the Willa Grove Development and Tuscahill Road in Winter Park, FL.

Part 1

- Brick wall demolition, debris loading, Bobcat/Operator, hauling and dump fees @ \$4.00 per linear foot = \$4,400.00.
- Concrete footer demolition, cutting, debris loading, Bobcat/Operator, hauling and dump fees @ \$5.00 per linear foot = \$5,500.00
- This price includes the rough grade of brick wall area and old footer area with a Bobcat ONLY.
- This price does not include the removal or re-installation of any existing fences (home owner's fences) or hand grading/landscape grade of area.

\$9,900.00

Part 2

- Demolition and removal of all existing fences (home owner's fences) is assessed at \$1,200.00.
- Hand grading to landscape grade is assessed at \$1,500.00 which would eliminate 100% of debris from demolition.

\$2,700.00

This proposal may be accepted in whole (Part 1 and 2) or Part 1 or 2.

Total Cost: \$12,600.00

All invoices will be paid upon completion of project and presentation of invoice to Mr. Allen Montijo, Homeowner's Representative in the form of check to Southern Oaks Land Co., LLC.

Southern Oaks Land Co., LLC/Southern Oaks Land Co. LLC sub-contractors ARE NOT responsible for any damage caused from the removal of brick wall or footer to ANY AND ALL underground buried wires, electric lines (above or below ground), underground cable (s), water or sewage lines or ANY OTHER public/private utilities.



Southern Oaks Land Co., LLC.

Southern Oaks Land Co., LLC
1007 Forest Circle
Winter Springs, FL 32708
407-488-5814
Email: rjyoungers@yahoo.com
www.SouthernOaksLandCo.com

15 February 2007

Property: Willa Grove Perimeter Brick Wall Demolition Project
Address: Tuscawilla Road
Winter Park, FL
Seminole County Representative: Mr. Donald Fischer 407-665-7212
Willa Grove Representative: Mr. Allen Montijo 407-948-5660 (Cell), 407-677-4998 (Home)
Email: allen.montijo@lmco.com

Proposal: Estimated execution date 15 March 2007

Demolition and removal of 1,100 linear foot brick wall and 1,100 linear foot concrete footer along perimeter of the Willa Grove Development and Tuscawilla Road in Winter Park, FL.

Southern Oaks Land Co., LLC/Southern Oaks Land Co. LLC sub-contractors ARE NOT responsible for any damage caused to any existing fences (home owner's fences).

IT IS THE RESPONSIBILITY OF SEMINOLE COUNTY TO ENSURE THAT ALL UNDERGROUND BURIED WIRES, ELECTRIC LINES (ABOVE OR BELOW GROUND), UNDERGROUND CABLE (S), WATER OR SEWAGE LINES OR ANY OTHER PUBLIC/PRIVATE UTILITIES ARE CLEARLY MARKED, IDENTIFIED AND OUTLINED TO SOUTHERN OAKS LAND CO., LLC/SOUTHERN OAKS LAND CO. LLC SUB-CONTRACTORS PRIOR TO EXECUTION DATE, AS AGREED UPON ABOVE.

IF PART 2 OF THIS PROPOSAL IS NOT ACCEPTED HOMEOWNER'S ARE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING FENCES (HOME OWNER'S FENCES) PRIOR TO DEMOLITION AND REMOVAL OF 1,100 LINEAR FOOT BRICK WALL AND 1,100 LINEAR FOOT CONCRETE FOOTER ALONG PERIMETER OF THE WILLA GROVE DEVELOPMENT AND TUSCAWILLA ROAD IN WINTER PARK, FL.

Willa Grove Representative Mr. Allen Montijo Signature:

Printed Name, Title and Date:

Seminole County Representative: Mr. Donald Fischer Signature:

Printed Name, Title and Date:



9534 Industrial RD
Justin, Texas 76247
Tel (940) 648-5602 *** Fax (940) 648-9187

Project #:

Date:

PROPOSAL

Willis Grove Subdivision
Company Name

Same
Project Name

Street Address

Winter Park, Florida

City/State/Zip

Street Address

City/State/Zip

Phone: 407-644-2116 #1

ATTN:

Fax:

Mobile#: allen.montijo@mco.com Email: ejarem@sallerdavis.com

Contractor will Furnish all materials and perform all labor in a good, workmanship manner in accordance with the drawings & specifications submitted for described work.

Disclaimer: Prices are unit priced. Actual price will be based on final site measurement for contracts based on footage.

Item #	Product	Description	UM	Qty	Unit Price	Total
1	PremierStone	Precast concrete fence as manufactured by PremierCrete Style: Height: 6' Color: Scope: furnish and install	LF	1,145.0	\$ 65.00	\$ 74,425.00
5		New Concrete fence @ Entry (No sign)		140.0	\$ 65.00	\$ 9,100.00
6		Engineering		1.0	\$ 1,200.00	\$ 1,200.00
		Sub Total :				\$ 84,725.00
		Sales Tax based on :		\$ 84,725.00	0.00%	\$ -
		TOTAL :				\$ 84,725.00
		Deposit Due >>:	based on	\$ 84,725.00	25%	\$ 21,181.25

Special Notes/Instructions :

TERMS & CONDITIONS

1 - Payment Terms : (1) 25% on First Truck, (2) 25% on Last Truck (3) Balance upon completion.

- In house engineering, if required, will be provided by PremierCrete.
- PremierCrete reserves the right to file liens until paid in full. Customer hereby acknowledges PC's lien position until paid in full.
- Price does not include special materials or non-standard installation, if required. Standard Installation terms provided herein.
- Other : Site to be grade ready, and property and fence line marked.

All products manufactured by PremierCrete meet or exceed all ASTM or equivalent specifications.

Product made in the USA by a NPCA Certified Plant.

ACCEPTANCE OF PROPOSAL & AGREEMENT

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work (including manufacturing of material) as specified and proceed as of _____. Payments will be made as outlined above.
Cancellation of this agreement without cause will result in a 20% cancellation fee of the contract price, or cost of material & labor procured or manufactured.

Accepted by:

Authorized Signature

Date

Printed Name and Title

Please see terms below. Any contract and/or purchase order should include PremierCrete's Terms & Conditions as defined in the project scope of work.

Prepared By: _____

CELL # _____

THIS QUOTE IS VALID FOR 30 DAYS

Delivery/Completion:
6-8 weeks ARO (est.)

DAVID KIZER

Authorized Signature

Date

SM

confidential - all rights reserved

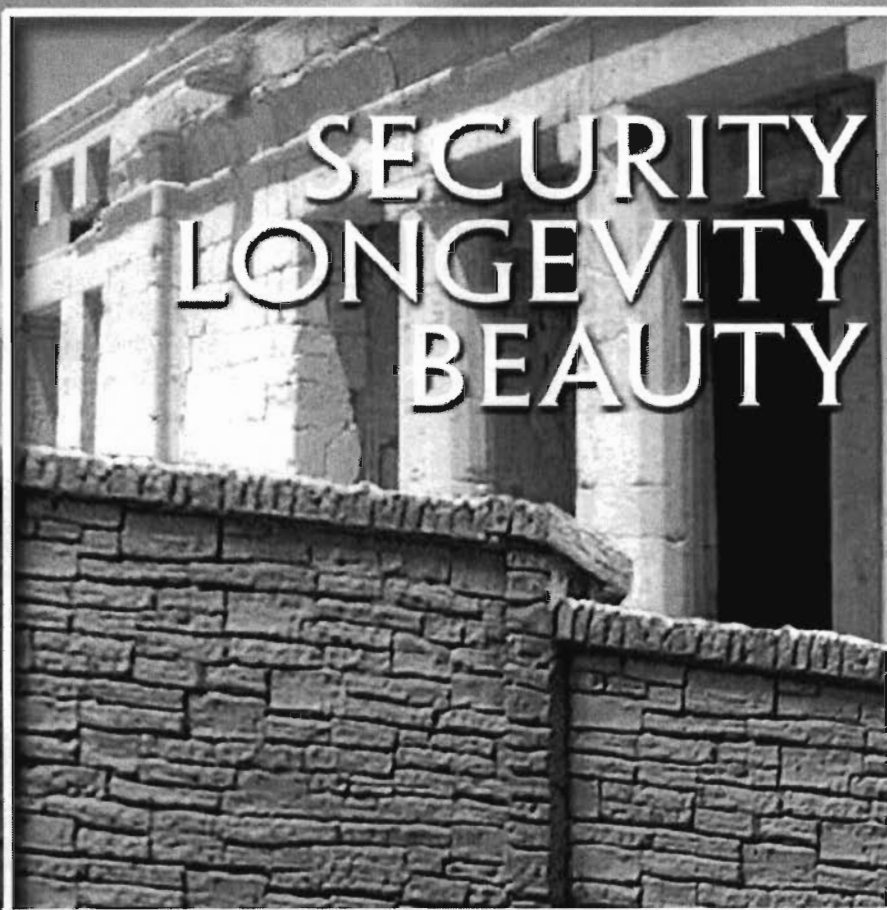
Page # 1 of 2

www.premiercrete.com

Willa Grove Wall Bid Summary

As of 2/16/07

Company	Wall Cost	Demolition Cost	Estimated Total	Household Cost	Pros/Cons
Fence Outlet (PVC Fence)	\$30,250 (1,125 ft)	\$11,400	\$41,650	\$0	Pros: No cost, could add more to cover up to pond. Sectional fence, low cost. Cons: County approval needed. Graffiti temptation.
Premiere Concrete (Pre-Cast Concrete) Stone look	\$84,725 (1,125 ft plus entrance)	\$21,996 \$11,400	\$106,721 \$ 96,125	\$2,643 \$1,760	Pros: Experienced company, excellent look, product looks like stone, sectional walls., good history Cons: Each house responsible to take down wood fence and clear property.
Quick Bricks (soil adobe type bricks)	\$111,500 (976 ft)	All Included (reinforce north wall)	\$111,500	\$3,042	Pros: Builder highly motivated, county interested in trying out new product, lifetime warranty Cons: New Company, new product, no history
ACP (Pre-Cast Concrete) Stone look	\$104,604 (1,137 ft)	\$11,400	\$116,004	\$3,417	Pros: Excellent look, product looks like stone or bricks, sectional walls Cons: Unresponsive



PremierCrete Products designs, builds and installs architectural concrete fences and screen walls for diversified applications where security, longevity and beauty are the requirements. Our mission is to always have our Customer satisfied!

9534 Industrial Road
Justin, Texas 76247
Tel: 940.648.5602
Fax: 940.648.9187

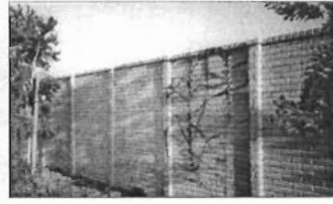
www.premiercrete.com



PremierCrete™
PRODUCTS

YOUR CONCRETE SOLUTION PROVIDER

PremierCrete Products, LLC specializes in manufacturing the latest forms of precast concrete products for the building and construction industry. Some of our hottest products include modular concrete fences; a revolutionary and highly aesthetic product that is extremely cost-effective compared to traditional fencing solutions. Create the look of Wood, Stacked Stone, or Aged Brick.



Our NPCA certified plant in Justin, Texas has been in continuous operation for over seventeen years, serving the DFW market as well as several clients throughout the United States.

Fence Installation

Installation is easy due to the system's simple design. The I shaped posts are set into 12-inch diameter holes drilled five feet apart, the posts are then aligned, leveled and anchored in a concrete footing similar to other types of fence posts.

The panels then insert into and down the track of the posts. The bottom panel keys into and is supported by the footing around each post. The additional panels interlock and stack in one foot increments.

The fence is complete once our unique cap rail trim is installed.

OUR PRECAST FENCES OFFER SIGNIFICANT BENEFITS COMPARED WITH OTHER FENCES:

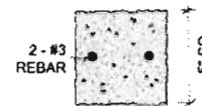
- | | |
|------------------------------|-----------------------------|
| ■ Warm aesthetic appearance | ■ Color that endures |
| ■ Versatile design | ■ Quick, clean installation |
| ■ No maintenance | ■ Functional in any climate |
| ■ Cost effectiveness | ■ Can not rot or burn |
| ■ Same texture on both sides | ■ No termites |
| ■ Invisible panel interlock | ■ No "bad" side |
| ■ Cap rail trim included | |

Specifications

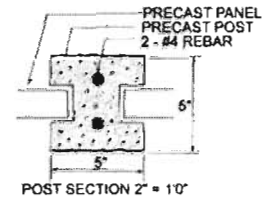
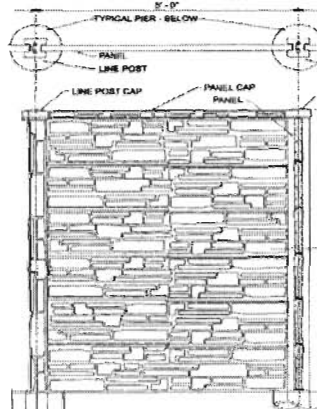
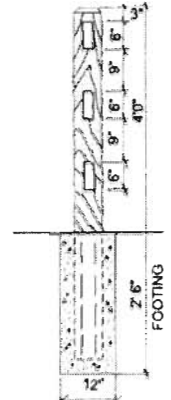
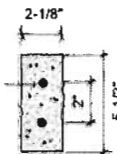
- Textured on both sides, integral color.
- Concrete is thoroughly mixed and vibrated.
- Concrete attains minimum strength of 5000 psi at 28 days.
- Rebar reinforced post conforms to A.S.T.M. A615, grade 40.
- Steel mesh reinforced panels.
- Tongue & Groove Invisible Interlock.
- Post are set 5 feet apart center to center.
- Post footing depth varies with soil conditions, wind load and height.

WOOD STYLE RAIL

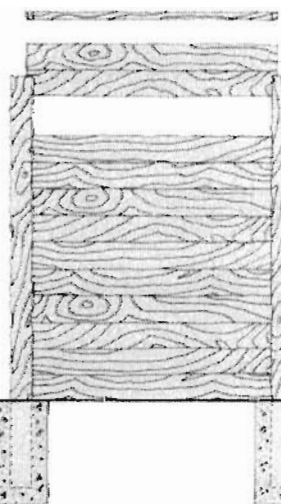
POST SECTION



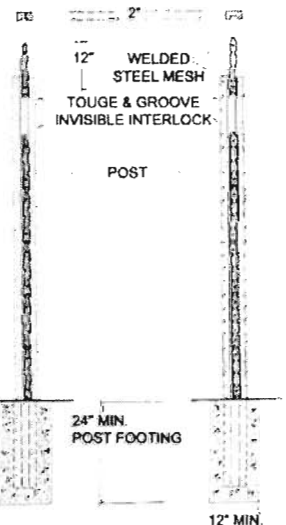
RAIL SECTION



WOOD STYLE WALL



BRICK STYLE WALL







9534 Industrial Road
Justin, Tx. 76247

NPCA
NATIONAL PRECAST/CONCRETE ASSOCIATION

PHONE: 940.648.5602 FAX: 940.648.9187
www.premiercrete.com

SPECIFICATIONS

Willa Grove Wall Agenda

- Household cost reduced from \$2,643 to **\$1,760.**
- Successful meeting with Don Fisher and Ann Colby
- County is working details on permits and notice of commencement
- Project to be presented to the County Board 3/13/07 for final approval
- Letter of commitment for funds will be then issued to the Project
- Project tentatively scheduled for mid-June
- We need to set up an account, and funds need to be collected no later than May!
- Meeting with both contractors in 3 weeks to firm schedule
- **We are responsible for removal of wooden fences and obstructing vegetation!**
- Meeting with inside neighbors still to be set, shooting for next week.
- Delegation of authority.

Willa Grove Wall

Bid Summary

As of 2/16/07

Company	Wall Cost	Demolition Cost	Estimated Total	Household Cost	Pros/Cons
Fence Outlet (PVC Fence)	\$30,250 (1,125 ft)	\$11,400	\$41,650	\$0	Pros: No cost, could add more to cover up to pond. Sectional fence, low cost. Cons: County approval needed. Graffiti temptation.
PremiereCrete (Pre-Cast Concrete) Stone look	\$84,725 (1,125 ft plus entrance)	\$21,996 \$11,400	\$106,721 \$ 96,125	\$2,643 \$1,760	Pros: Experienced company, excellent look, product looks like stone, sectional walls., good history Cons: Each house responsible to take down wood fence and clear property.
Quick Bricks (soil adobe type bricks)	\$111,500 (976 ft)	All Included (reinforce north wall)	\$111,500	\$3,042	Pros: Builder highly motivated, county interested in trying out new product, lifetime warranty Cons: New Company, new product, no history
ACP (Pre-Cast Concrete) Stone look	\$104,604 (1,137 ft)	\$11,400	\$116,004	\$3,417	Pros: Excellent look, product looks like stone or bricks, sectional walls Cons: Unresponsive

On February 6, 2007 the homeowners of Willa Grove Subdivision that live adjacent to Tuskawilla Road met and agree that our wall should be replaced by Premiere Concrete with the concrete wall shown on the attached brochure.

NAME	ADDRESS	TELEPHONE
① Edward Dancu	1700 Willa Cir	407 679 6815
② Anissa Spivey		
③ Paula Lardis	1706 Willa Cir	407 679 2139
④ Carl & Hubert Steinberg	1702 Willa	407 671-8912
⑤ Marilyn Villalobos	1776 Willa Circle	407 657 7912
⑥ Allen R. Mopty	1704 Willa Circle	407-677-4998
⑦ Jason Whitworth	1778 Willa Circle	407-260-0358
⑧ Mary Smeu	1790 Willa Cir	407-671-9606
⑨ Gary Allen Willa	1708 Willa Circle (Partial Wall)	(407) 761-9579
⑩ Kelly M. Oak	1786 Willa Cir	(407) 657-6833
⑪ ALVARO OCHOA	1784 Willa Circ	(407-677-7316
⑫ Marco Ortega	1788 Willa Cir.	352.397 3530
⑬ 1780 - see attached		
⑭ Barbara Johnson	out of town until next week	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Willa Grove Subdivision Wall Contribution

DEPARTMENT: County Manager

DIVISION:

AUTHORIZED BY: Cynthia A. Coto

CONTACT: Donald S. Fisher

EXT. 7212

Agenda Date 06/27/06 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

1. Authorize a partnership with the residents of Willa Grove Subdivision for a contribution of 12.3% toward the cost of construction of a new 6' wall distributed as a reimbursement after completion of the wall or comparable guarantee that the wall will be constructed (staff recommendation); or
2. Authorize a partnership with the residents of Willa Grove Subdivision for a contribution of 25% toward the cost of construction of a new 6' wall distributed as a reimbursement after completion of the wall or comparable guarantee that the wall will be constructed; or
3. Authorize no participation.

District 1 – Commissioner Dallari

Donald Fisher, Deputy County Manager

BACKGROUND:

The subject pertains to Willa Grove Subdivision's 6' high brick wall that fell during Hurricane Charley in August of 2004.

Willa Grove has no homeowners' association. There are 12 different owners of the wall represented by the 12 different lots on which the wall sits. There is no easement, and therefore, there is no right of entry onto the properties for either the residents of the community or the County. Of note is a waiver granted in 1983 that allows a split rail fence and hedge be installed in lieu of a wall. Although the developer opted to install the wall, the waiver still stands.

Reviewed by:
 Co Atty: _____
 DFS: _____
 Other: _____
 DCM: _____
 CM: _____

File No.

RCM 43

Numerous residents of the subdivision assert that the primary causes for the wall failing are: 1) vibratory compaction that occurred during widening of Tuskawilla Road; 2) cutting and removal of a significant sidewalk segment on which the wall sits; and 3) the addition of one-foot of height to 135' of the wall.

However, County consultant Walter P. Moore Engineers attributes the fail of the wall to its poor construction in that the wall: 1) lacked steel reinforcement (no rebar); 2) the wall sat on top of the sidewalk and not attached to it; and 3) the lack of sufficient mortar. Further, the County Engineer adds that the wall was constructed with no expansion joints and the columns were spaced on 40' centers versus a more desirable spacing of 25' centers.

STAFF RECOMMENDATION

It is the opinion of the County Attorney's Office (CAO) that the County is not liable for the wall falling. The CAO states that the residents' entry for litigation passed and many of those asserting liability have no standing for they do not own a lot where the wall sits. This position is substantiated by the County's insurance carrier who denied a claim in 2003.

However, the County's consultant acknowledges that the addition of height to the wall made the wall's stability worse. In addition, the consultant found that the removal of the sidewalk contributed (although less than 5%) to the wall failing.

Based on the above findings, staff supports a partnership with the residents of Willa Grove Subdivision for a contribution of 12.3% toward the cost of construction of a new 6' wall. This reflects the ratio of 135' segment increased by one-foot to the overall length of the wall which is 1,100'. Further, for those segments not included in the 135', staff supports a contribution of 5% toward a new wall. This reflects the asserted impact caused by the sidewalk being cut.

Cost estimates to replace the wall were estimated at \$245,000 in May of 2005. By authorizing this contribution, the anticipated cost to the County would be approximately \$47,000. This is calculated based on the original estimate plus a 15% adjustment for increases in construction costs. Although not the sentiment of many residents, it is staff's position that its recommendation is reasonable as it is based on replacement of a new wall and not on a depreciated value of a 21 year old structure which would be the more typical contribution.

Finally, because the greater public purpose and benefit to this situation is in a new wall being built, a contribution should only take place after the wall is constructed, or at a minimum, after there is a guarantee that the wall will be built. This approach is in lieu of providing funding to individual lot owners which not only would not serve a wall being installed, but is also complicated by the fact that many lot owners received insurance checks for the damaged wall. In addition, there should be some acknowledgement from the homeowners that the County choosing to participate in no way means the County is accepting liability.

RESIDENTS CONCERNS

The residents argue that a more significant contribution should be made by the County. Dave Tolliver, a homeowner representative, questions the findings of the engineering reports commissioned by the County as well as the County's overall approach resolving the wall issue; his concerns are attached to this memorandum.

Should the Board concur with Mr. Tolliver and wish to contribute more significantly than what staff is recommending, a 25% contribution may be appropriate. This rate may bridge the gap between staff's recommendation and the desire of the homeowners; many of whom think the County should pay 100%. Further, this rate may also serve as a catalyst to the construction of a new wall. The anticipated contribution at this rate would be \$70,500. This also reflects a 15% adjustment for inflation in construction costs.

As recommended above, the distribution of payment should be made after the wall is built. Again, there should be some acknowledgement from the homeowners that the County's choosing to participate in no way means the County is accepting liability.

DETAILS OF ISSUE AND BACKGROUND

The following is not intended to be an all inclusive summary. It is intended to provide an overview of the history with regard to the Willa Grove Subdivision wall.

Wall Construction:

The Land Development Code requires double-frontage lots (lots that have a street in the front and a street in the back) to have a subdivision wall.

In the Willa Grove Subdivision, a 6' brick wall was constructed in 1984/1985 in association with site construction of the development.

No permit was issued for the wall as none were required at that time.

The wall was constructed with no rebar and was placed on top of the sidewalk with a thickened edge and was attached to it with only mortar.

Widening of Tuskawilla Road:

In the mid-1990's, the County contracted with Hubbard Construction to widen Tuskawilla Road to four lanes.

The road plans called for moving the sidewalk closer to the paved portion of the street. The sidewalk was cut and removed several inches away from the wall.

Several residents of the Willa Grove Subdivision advise that during construction, Hubbard utilized vibratory compaction equipment that caused the wall to lean. One resident (Ed Jarem) advises that the County and Hubbard were notified and Hubbard found that no significant damage occurred. County staff advises the same.

Further, Hubbard added one foot of height to 135' of the brick wall. It appears this was done to improve screening from Tuskawilla Road. A former employee authorized this change contrary to the direction of the County Engineer.

Wall Fails in Segments/First Community Meeting:

Prior to Hurricane Charley in 2004, a section of wall fell and the property owner was cited by Code Enforcement for not having properly maintained the wall per Land Development Code requirements. Subsequently, several other owners were cited by the Building Division because the wall was in distress and in danger of falling. An insurance claim was filed with the County in 2003. The County's carrier found no liability.

The original property owner cited by Code Enforcement contacted the Planning and Development Director's Office to complain about the citation. The Director and the County Building Official met the owner on-site to discuss the owner's concerns. After that meeting, the Director and Building Official walked the wall and found it to be distressed in several locations.

Knowing that there was no homeowners' association, County staff organized a community meeting to advise the residents of staff's findings and to discuss options, one of which being the possibility of an MSBU.

The purpose of the meeting was to provide an opportunity for the residents to learn the history of the wall and obtain a professional's evaluation of its current condition. The meeting was intended to offer a venue for the residents to have their questions answered regarding the County's and homeowners' liability for the wall as well as provide options for correcting the situation. Unfortunately, the meeting did not go well because the meeting's purpose was not clearly communicated. However, it did provide an opportunity for staff to hear the resident's concerns with the widening of Tuskawilla Road.

Hurricane Charley:

The wall fell during Hurricane Charley in August of 2004, shortly after the community meeting. Many residents claim this was not caused by the wind, but rather the vibration that occurred during road widening of Tuskawilla Road, the sidewalk being cut, and that the wall being increased in height.

County staff believes that the wall fell because it was poorly constructed with no rebar; that its foundation was the sidewalk to which the wall was not attached, that there were no expansion joints, and that columns were spaced too far apart.

Consultant Hired:

To help resolve the matter, the County secured a consultant, Walter P. Moore Engineers and Consultants, to assist. Three reports were issued, all of which are attached.

The first report found that the wall failed due to the lack of reinforcing steel and sufficient mortar in the wall. They also found that the additional bricks added to the wall exacerbated the condition. Because of this, County staff agreed to recommend a contribution of 12.3% toward the construction of a new wall. This reflects the percentage of the 135' of wall that was increased in height to the overall length of the wall.

The second report was commissioned at the request of several homeowners who questioned the affect of the sidewalk segment being cut away. Their concerns were included in a presentation that was forwarded to the consultant. This addendum to the original report affirmed the primary cause for the wall falling was the lack of steel reinforcement. The secondary cause was found as being the sidewalk being cut away, thereby, allowing some rotation in the sidewalk/foundation that remained.

The third report questioned the percentage that the sidewalk being cut contributed to the wall failing; the report indicates no more than 5%.

Second Community Meeting:

Staff organized a second community meeting in February 2005. The purpose of the meeting was to hear the concerns of the citizens and to discuss the possibility of establishing an MSBU as a means to get the wall constructed.

The citizens did file an application for an MSBU last year. The percentage of support was 34% causing the effort to fail.

To: Don Fisher, Deputy County Manager
From: Dave Tolliver

Subj: Willa Grove Subdivision Wall Questions

Dear Sir

Included below are questions and points pertaining to the Failed Wall at willa Grove Subdivision. We provide these questions and points in support of our request for assistance by Seminole County in getting our wall rebuilt. If you have any questions or would like additional information please contact me at Cell 407-492-2125, BlackBerry 407-470-2538 or work 407-384-3531.

Thank your for your assistance in this matter.

1. Why did the County allow the construction of a wall without engineering drawings being submitted by the Developer and approved by the County Engineering department prior to construction?
2. In the April 12 1983 Minutes the County requested that a wall be constructed "to be consistent with what exits", without following up to make sure that it was or wasn't built?
3. Why did the county not require that the Willa Grove Wall be brought up to the current code of 1996, when it was modified during the Tuskawilla Road Widening Project?
 - a. The Contractor removed the concrete sidewalk that was supporting the wall.
 - b. The Contractor raised portions of the wall without regard to the footer engineering.
 - i. There is no record of a permit being pulled for modification of the wall.
 - c. There were no codes per se when the wall was built but as a result of Hurricane Andrew in 1992 Statewide codes were put in place and known to the contractor, Hubbard Construction and the County Engineering Staff.
4. Why did the County allow the contractor to destroy Private Property by removing the concrete sidewalk outside the right of way?
5. Why were the homeowners were not contact prior to the removal and why were they not compensated?
6. If the County did not know that private property had been destroyed, they have failed in their fiduciary responsibility to protect the owner's private property and rights.
 - a. Was there proper engineering oversight during the project?
 - b. Who was managing the project that did not protect the homeowner's property and rights?

7. In 1996 when the wall at 1776 Willa Circle fell, after Tuskawilla road was widened, the county engineers and Hubbard construction were notified. Why did the county allow Hubbard construction to repair the wall without bring it up to code?
 - a. There is no record of a permit being pulled for the repair.
 - b. They rebuilt the wall on a footer that was only 10 inches wide which according engineering today was inadequate to support the wall. What changed between 1996 and now?
8. In 2004 prior to the Hurricanes the county engineers were notified by homeowners of problems with the wall leaning.
9. According the engineering reports provided by the County removal of sidewalk caused the wall to lean. The wall failed because it was leaning, because there was no vertical reinforcing bar, and insufficient mortar bonding.
 - a. Why is over 500 feet of the wall still standing?
 - b. Why did the section of the wall that was repaired by Hubbard Construction that has vertical reinforcing bar, fail?
 - c. Considering that the video tape recorded by Hubbard Construction prior to the start of the road widening project demonstrates that the then 10 year old wall had no significant problems and was not leaning. If the wall lasted for 10 years, how then, can poor mortar bonding be a cause of failure?
 - d. How was it determined that removing 150 tons of supporting mass, which admittedly caused the wall to lean, is only responsible for 5% of the failure?
10. When the homeowners met with the County for the first time to discuss the potential for an MSBU, Code Enforcement notified the homeowners that the only way a repair of the wall could satisfy the code requirements was completely demolish the existing wall and replace it. They also informed the owners that the wall would be required to be consistent from end to end. Why has the County change that position? What is the county's position?
 - a. Does the whole wall have to be demolished and reconstructed?
 - b. Can individual homeowners rebuild their part of the wall without regard to consistency of construction or appearance?
11. If the wall is to be repaired with consistent construction and appearance from end to end, how can anything except for a brick wall be authorized when two homes have no wall failure?

Comments

1. If the county had done the Tuskawilla Road Widening project correctly, the wall would have been replaced or brought up to code in 1996.
2. Since there is no record of a wall being approved by the county or that drawing were submitted for approval, had the County monitored the development of the Willa Grove Subdivision as they should, the wall may not have been built in the first place.

3. Had the County fulfilled it's fiduciary responsibilities they would not have allowed private property to be destroyed without compensating the homeowners.
4. If all the engineering reports are correct then why didn't the whole wall fall? Over 500 ft of the wall stayed up.
5. This is not about the hurricanes of 2004 it is about what was done to the wall in 1995 and 1996.
6. Code enforcement told the homeowners that they must destroy the full length of the wall and replace it with a to code wall. Some homeowners have wall still standing but according to code enforcement this needs to come down and be rebuilt. If this was your back yard how would you pay for the new wall?
7. Some people have had the bricks hauled off and put up wood privacy fence because the county led them to believe that this is ok. What is the County Official position? Money has been spent that can't be recovered.

WALTER P. MOORE

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August 31, 2005

Mr. Nick Mullins, AIC
Johns Eastern Company, Inc.
500 Winderley Place, Suite 315
Maitland, FL 32761

**Re: Review of Failed Privacy Wall
Willa Grove Subdivision
Winter Park, Florida**

Dear Mr. Mullins:

We have completed our review of the Willa Grove subdivision brick masonry privacy wall along Tuskawilla Road. Our review was based on a visual observation of the failed wall and past experience in similar matters. The following report text explains the findings of our site review and expresses our opinions regarding areas of structural concern that likely contributed to the failure.

We trust that the information provided herein will be sufficient to meet your present needs. Please contact our office with any questions you may have about the review.

Very truly yours,

WALTER P. MOORE AND ASSOCIATES, INC.



E. Webb Wright, P.E. (Florida) 8-31-05
Associate
Structural Diagnostic Services

Cc: Narendra K. Gosain, PhD, P.E.
Senior Principal
Executive Director
Structural Diagnostic Services

Introduction



Photo No. 1: Brick privacy wall at entrance to Willa Grove subdivisions.

Background

Objective

In accordance with your request, a representative of Walter P. Moore and Associates, Inc. performed a visual observation of the failed brick masonry privacy wall of the Willa Grove subdivision along Tuskawilla Road in Winter Park, Florida (Photo No. 1). The findings of our on-site observations, together with past experience on similar matters, were used to complete a structural review of the wall.

The primary objective of this review was to identify any structural conditions that may have contributed to the failure of the wall.

The following information was gathered from correspondence provided by your office. The privacy wall was built around 1985. Road construction on Tuskawilla Road utilizing vibratory compaction equipment took place adjacent to the Willa Grove subdivision in the mid to late 1990s. A section of the existing sidewalk on the east side of the wall was saw-cut and removed, a new sidewalk was constructed closer to the roadway, and brick masonry units were added to the top of the privacy wall during the roadway project. On June 23, 2003, a section of the wall behind the residence at 1776 Willa Circle collapsed during a storm. Then on August 13, 2004 an extensive failure of the wall occurred during passage of Hurricane Charley.

Observations



Photo No. 2: Partially collapsed section of wall.

Walter P. Moore and Associates visited the site on August 19, 2005 and August 26, 2005. We observed that a large percentage of the length of wall that faced Tuskawilla Road had collapsed (Photo No. 2). Brick was found laying in the back yards of the various properties along Tuskawilla Road, indicating that the wall had fallen to the west upon failure.

We observed that, with the exception of a section at the south end of the subdivision, the areas of the wall where failure occurred had not been constructed with reinforcing steel (Photo No. 3). Evidence suggests that the wall was built on top of the original sidewalk and that the original sidewalk was constructed with a thickened-edge footing to support the

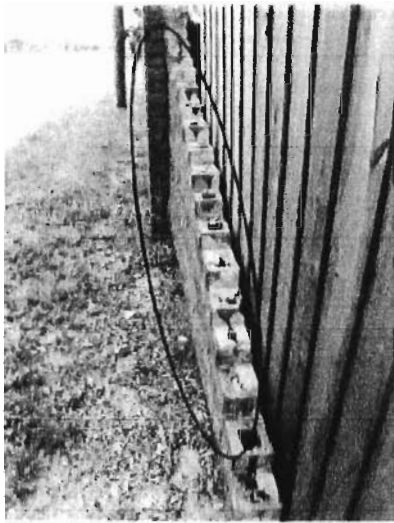


Photo No. 3: Photograph shows lack of vertical reinforcing steel in failed wall section. wall.

Conclusions

weight of the privacy wall. The edge where the original sidewalk had been saw-cut during the roadwork was readily apparent. We also observed that most of the still-standing sections of the wall did not contain vertical expansion joints to accommodate thermal and moisture expansion of the clay brick masonry.

Several sections of the wall that were still standing were leaning to the west. A 4-foot bubble level was used to quantify how much these sections were leaning. At one location, the wall was leaning to the west at an angle of about $2\frac{1}{2}$ degrees from vertical. An eight-inch bubble level was used to check the slope of the top surface of the wall footing at several locations. This effort revealed that the top of the footing sloped down to the west at some locations, down to the east at some locations, and at other locations the top of the footing was level. We also observed a location in the section of the wall that faces Dike Road where visual evidence indicates that cracking distress is related to settlement of the original sidewalk / wall footing.

Based on a visual review of the failed wall, it is our opinion that the failures that have occurred are directly related to the lack of reinforcing steel in the wall. Typically, free-standing masonry walls require vertical reinforcing steel to resist tensile stresses that are developed under high lateral load conditions. This is because concrete and brick masonry walls both have low tensile strength and therefore must be reinforced. A preliminary analysis of the wall based on current design codes indicated that the wall does not meet current code requirements for lateral wind resistance. Technical research of the masonry code in effect at the time the wall was constructed can be done as an Additional Service, but it is expected that the allowable flexural tension for brick walls in the earlier code is similar to the value in the current code. Addition of brick masonry units to the top of the original wall would have contributed to the lateral failure of the wall because it would have created more surface area over which wind pressures could develop on the wall. Please note that we were not able to visually confirm where bricks had been added as was stated in correspondence from others.

It is our experience that privacy walls of this type are often constructed without design engineering drawings and specifications. Without such documents prepared by a licensed engineer, the construction of these walls often does not conform to the structural requirements of the applicable building code. To-date we have not been provided with structural drawings of the wall to review.

The section of the wall at the south end of the subdivision that contained vertical reinforcing steel had also failed. In this section, the vertical steel still in-place extended only three to four feet above the footing. The wall varied in height but was typically between five and six feet tall. Therefore, the reinforcing steel observed in this section would not have extended to the top of the wall. If this steel had not been lapped with an additional bar, the failure of the upper portion of this wall section was likely related to the fact that this portion was not reinforced. In addition, we note that this section was reinforced with one No. 5 reinforcing steel bar placed every eleven feet along the wall. Based on experience, the eleven-foot spacing of the reinforcing steel for this wall is questionable and may be excessive. In summary, more information regarding whether the vertical steel was lapped and extended to the top of the wall is needed to address this issue further. If this information is provided, we could develop a work scope to analyze this section of the wall further as an Additional Service under our Agreement.



Photo No. 4: Arrows highlight full bedding of mortar bonded to bottom course of masonry failure.

Another factor which may have contributed to the collapse was the bond strength of the mortar. For instance, at a few locations where the bottom course of masonry separated from the surface of the concrete footing, it was noted that little or no mortar remained adhered to the concrete (Photo No. 4). Instead the full bedding of mortar remained adhered to the masonry upon failure. This may be indicative of a poor bond between the mortar and concrete. Various factors influence the mortar bond strength that is achieved. These include the suction of the masonry unit, the time that elapses between placement of the mortar and laying the masonry unit, the water retentivity of the unit, and the pressure applied to the mortar joint during placement and tooling. Laboratory

testing of the mortar and brick can be done to evaluate the characteristics of the mortar and of the bond that was achieved during construction of the wall.

Correspondence provided to us states that “several locations along the wall were noticeably leaning” after the roadway construction in the 1990s. In order to address this issue, a significant amount of additional technical information is required. For example, specifications for the vibratory compaction equipment used during the roadwork as well as shallow soil data would be required. We would be pleased to evaluate the feasibility that the construction activities during the roadwork caused leaning and/or settlement of the privacy wall as an Additional Service. We note that the weight of a free-standing cantilevered wall contributes to the lateral load resistance of the wall by inducing a moment that resists overturning of the wall. When a free-standing wall is leaning, the overturning resistance is lessened or totally negated.

Limitations

This document is a summary of the observations made by Walter P. Moore and Associates, Inc. during the recently completed review of the failed brick privacy wall at the Willa Grove subdivision. It has been prepared to assist the client in identifying areas of structural concern that may have contributed to the failure.

Various other non-structural, cosmetic and/or structural conditions unrelated to this review may have been noted during our activities. These items may or may not have been included in this report and a detailed assessment of them was outside the scope of our observations. Comments in this report are not intended to be comprehensive but are representative of observed conditions.

Walter P. Moore has no direct knowledge of, and offers no warranty regarding the condition of concealed construction conditions beyond what was revealed in our investigation. Any comments regarding concealed construction are our professional opinion, based on

engineering experience and judgment, and derived in accordance with current standard of care and professional practice.

We have made every effort to accurately and completely present all areas of concern identified during our site visits. If there are perceived omissions or misstatements in this report regarding any aspect of those conditions associated with the wall, we ask that they be brought to our attention as soon as possible so that we have the opportunity to fully address them.

Willa Grove Subdivision
Failed Privacy Wall
Winter Park, Florida

Prepared for
Johns Eastern Company, Inc.

Prepared by
Walter P. Moore and Associates, Inc.
300 S. Orange Avenue, Suite 875
Orlando, Florida 32801

43-05130-01

October 19, 2005

WALTER P. MOORE

ENGINEERS + CONSULTANTS

HOUSTON
DALLAS
TAMPA
ATLANTA
ORLANDO
KANSAS CITY
AUSTIN
LOS ANGELES

October 19, 2005

Mr. Nick Mullins, AIC
Johns Eastern Company, Inc.
500 Winderley Place, Suite 315
Maitland, FL 32761

Re: Report Addendum
Review of Failed Privacy Wall
Willa Grove Subdivision
Winter Park, Florida

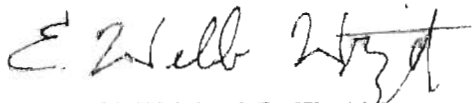
Dear Mr. Mullins:

We have reviewed the presentation regarding the privacy wall failure that you provided our office. This addendum to our original report addresses the claim made in the presentation that the cutting and removal of the original sidewalk compromised the structural integrity of the wall. In addition, the addendum discusses the likely contribution of the sidewalk modification to the ultimate collapse.

We trust that the information provided herein will be sufficient to meet your present needs. Please contact our office with any questions you may have about the review.

Very truly yours,

WALTER P. MOORE AND ASSOCIATES, INC.



E. Webb Wright, P.E. (Florida)
Associate
Structural Diagnostic Services

10-19-05

Cc: Narendra K. Gosain, Phd, P.E.
Senior Principal
Executive Director
Structural Diagnostic Services

Addendum

In accordance with your request, Walter P. Moore has reviewed the presentation we received from you regarding the Willa Grove subdivision privacy wall failure and is submitting this document as an addendum to our original report dated August 31, 2005. This addendum specifically addresses a claim made in the presentation that cutting and removal of the existing sidewalk during the road widening project in the 1990s compromised the structural integrity of the wall. The addendum also addresses what contribution the sidewalk modification made to the eventual failure of the wall.

Based on field observations, the original sidewalk was constructed with a thickened-edge footing that supported the weight of the wall. This was a monolithic concrete element as described in the referenced presentation. The brick wall was constructed on top of the sidewalk above the thickened-edge. As reported, our review indicated that portions of the original sidewalk had been saw-cut and removed. In these areas, the thickened-edge footing that the brick wall set on remained in-place while the slab portion of the monolithic element was removed.

One location near the south end of the wall provided access to observe the cross-section of the footing. At this location, the footing was approximately fifteen inches wide and the brick wall was approximately flush with the original outside edge of the sidewalk. Based on experience, free-standing walls typically require wider footings to resist overturning forces due to lateral wind loads. Rotation of a footing can occur when the footing is not wide enough to resist these forces. The original width of the sidewalk provided lateral stability against overturning. Cutting and removal of the slab portion of the sidewalk compromised the structural integrity of the wall by reducing its lateral stability.

Review of still-standing sections of the wall revealed that several sections were leaning to the west. This provides evidence that the wall footing in these areas has rotated slightly. Cutting and removal of the sidewalk was likely a contributing factor in this rotation. Furthermore, the rotation of the footing likely contributed to the extensive failure of the wall during passage of Hurricane Charley. This is because leaning of a free-standing wall reduces or may negate the overturning resistance provided by the weight of the wall.

As noted in the original report, the majority of the wall was constructed without reinforcing steel. Free-standing masonry walls generally require vertical reinforcing steel to resist tensile stresses that are developed under high lateral load conditions. Concrete and brick masonry walls both have low tensile strength and therefore must be reinforced. In its as-built condition, the wall lacked structural integrity due to the absence of reinforcement.

A preliminary structural analysis provided evidence that the lack of reinforcing steel contributed to the failure significantly more than did rotation of the footing. The effect of not reinforcing the wall and the effect of slight rotation of the footing were both studied. An un-reinforced cantilever wall has a considerably lower moment capacity than does a similar cantilever wall that is properly reinforced to meet the wind load criteria mandated by code. The reduction in resistance to overturning due to slight rotation was minimal relative to the reduction in overturning (moment) capacity due to omitting tensile reinforcement. Furthermore, the modes of failure observed are not unexpected for an under-reinforced free-standing wall subjected to large lateral forces.

There were two basic failure modes noted during our review. One involved separation of the bottom course of masonry from the concrete foundation (Photo 1). The other involved separation of the wall along one of the horizontal mortar joints located near the base of the wall (Photo 2). Without vertical reinforcing steel, the weight of the wall and the brick-to-brick and brick-to-concrete mortar bond had to resist the entire overturning moment induced in the wall by the wind loading. Failure of the mortar bond led to collapse in both failure modes. There was minimal to no rotation of the footing observed at these locations. This is consistent with the findings at still-standing wall sections that were leaning. Based on level readings, it is estimated that the footings at these sections had rotated less than two and a half degrees. Greater rotation of the footing and wall would be expected if the primary cause of the collapse was an unstable foundation.

We did observe one relatively short section of the footing where significant rotation had occurred at the south end of the privacy wall. Brick were not present along this section of the footing as was the case in the other collapse areas. Also, the footing was heavily damaged at one location in this area. This is where we were able to review the footing cross-section and document the footing width. Further investigation would be necessary to address why the rotation of the footing in this area was significantly greater than the rotation of the remaining length of the wall footing.

In closing, it is our opinion that the lack of vertical reinforcing steel was the primary cause of the wall failure based on the failure modes observed and structural analyses of the effects of the lack of reinforcing and of slight rotation of the footing. Modification of the sidewalk was a secondary contributing factor in the failure by making the footing susceptible to rotation, which reduced the overturning resistance provided by the weight of the wall.

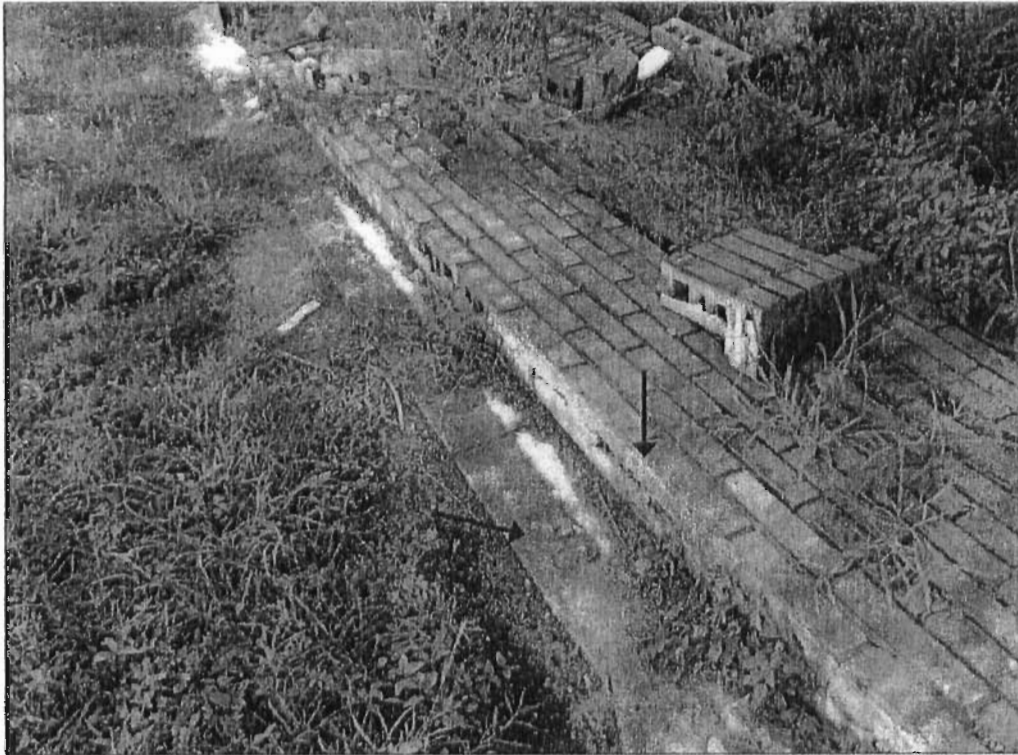


Photo 1: Collapsed section of privacy wall where base course of masonry (right arrow) separated from concrete footing (left arrow).

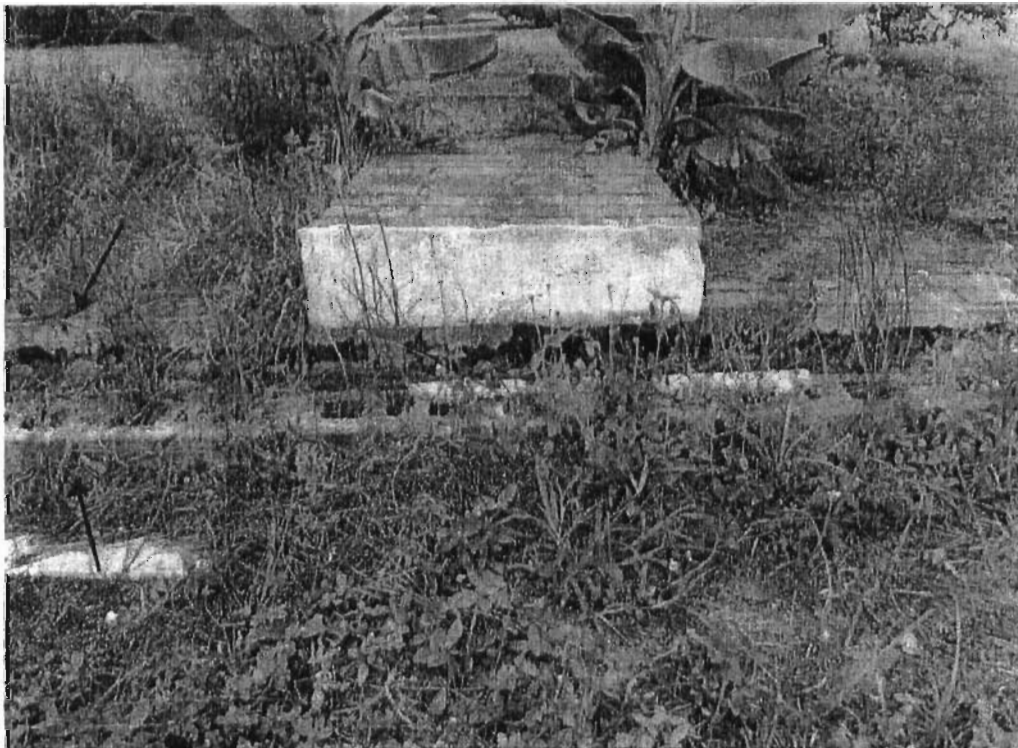


Photo 2: Another collapsed section of the privacy wall. Failure at this location occurred at the horizontal (bed) joint of the first (lower arrow) and second courses of masonry (upper arrow).

HOUSTON
DALLAS
TAMPA
ATLANTA
ORLANDO
KANSAS CITY
AUSTIN
LOS ANGELES

March 7, 2006

Mr. Nick Mullins, AIC
Johns Eastern Company, Inc.
500 Winderley Place, Suite 315
Maitland, FL 32761

**Re: Structural Evaluation – Privacy Wall Failure
Willa Grove Subdivision
Winter Park, Florida**

Dear Mr. Mullins:

Walter P. Moore has performed a structural evaluation to assist the County in understanding the primary conditions that contributed to the failure of the brick masonry privacy wall at the Willa Grove Subdivision. We studied the effect that the lack of vertical reinforcing steel and the effect that the rotation of the wall footing had on the moment capacity of the wall. This report follows our original report dated August 31, 2005 and an addendum dated October 19, 2005.

Our evaluation included an assessment of the size and spacing of the vertical reinforcing steel that would be required for a free-standing wall of the same size as the failed privacy wall. Using this information, the corresponding flexural tensile moment capacity of the wall was calculated. The procedures contained in ASCE 7 were followed to compute the design wind loading for a wall of the same size as the failed wall. Requirements contained in ACI 530 were followed to assess the vertical reinforcing steel required.

We also calculated the flexural tensile moment capacity of the privacy wall in its as-built, un-reinforced condition. The difference between the tensile moment capacities of a reinforced wall and the un-reinforced wall was computed.

The moment that acts to resist overturning of a free-standing wall due to the weight of the wall was calculated for two conditions. This resisting moment was calculated for a plumb condition, the condition assumed to exist immediately following original construction of the privacy wall. The resisting moment was also calculated for the out-of-plumb condition observed during our site review. The difference between these resisting moments was computed.

The total reduction in overturning capacity of the wall due to the lack of vertical reinforcement and due to the out-of-plumb condition was computed. The percentage of this total reduction attributable to the lack of reinforcement was greater than 95 percent. Accordingly, the percentage attributable to the out-of-plumb condition was less than 5 percent. As mentioned in the 10/19/05 addendum, the out-of-plumb condition is likely related to modifications to the original sidewalk.

This evaluation was performed to investigate the extent to which the lack of reinforcement and the rotation of the wall footing may have contributed to the failure of the privacy wall. The findings provide a general basis for understanding the effect of both of these conditions. Calculations were

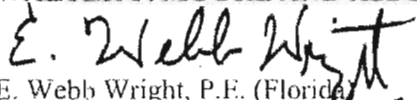
Nick Mullins
March 7, 2006
Page 2 of 2

based on general structural analysis and the requirements of recognized standards and codes as well as the readily assessable characteristics of the privacy wall. In addition, reasonable assumptions were made regarding material properties.

Please contact us should you have any questions about the evaluation.

Very truly yours,

WALTER P. MOORE AND ASSOCIATES, INC.


E. Webb Wright, P.E. (Florida)
Associate
Structural Diagnostics Services
3-7-06

References

American Society of Civil Engineers. (2000). Minimum Design Loads for Buildings and Other Structures (ASCE 7-98). Reston, Virginia: ASCE.

American Concrete Institute, Structural Engineering Institute of the American Society of Civil Engineers, and The Masonry Society. (2002). Building Code Requirements for Masonry Structures (ACI 530-02/ASCE 5-02/TMS 402-02), Specification for Masonry Structures (ACI 530.1-02/ASCE 6-02/TMS 602-02), Commentary on Building Code Requirements for Masonry Structures (ACI 530-02/ASCE 5-02/TMS 402-02), Commentary on Specification for Masonry Structures (ACI 530.1-02/ASCE 6-02/TMS 602-02). ACI, ASCE, and The Masonry Society.

REGULAR AGENDA, CONTINUED

DCM, Don Fisher, presented for consideration staff's recommendation with regard to the Willow Grove Subdivision Wall Contribution which fell during Hurricane Charley. He gave a history of the brick wall, advising there are 12 different property owners with 12 different lots on which the wall sits. There is no easement and no right-of-entry onto the properties for either the residents of the subdivision or the County. Also, a waiver was granted to the developer of Willow Grove in 1983 that allowed for a split rail fence and hedge in lieu of a wall. He explained that the residents believe that the primary cause for the wall falling is because of the vibratory compaction which occurred during the widening of Tuskawilla Road, because of the removal of a significant sidewalk segment on which the wall sits, and because of the County adding one foot of height to 135' of the wall. However, the County's consultant attributes the fall of the wall to its poor construction, i.e., the lack of rebar, the wall sitting on top of the sidewalk, and lack of sufficient mortar. The wall was also constructed with no expansion joints and the columns were spaced on 40' centers versus 25' centers.

Mr. Fisher said the County Attorney's office believes the County is not liable for the wall falling. However, the consultant acknowledges that the addition of height to the wall made the wall's stability worse. Plus, the consultant found that the removal of the sidewalk contributed (less than 5%) to the wall falling. Because of those findings, staff would support a partnership with the residents with the County contributing 12.3% toward the cost of the construction of a new six-foot wall. Costs estimates for replacement

were \$245,000 in May of 2005 and using the 12.3% number, the anticipated cost to the County would be approximately \$47,000.

Upon inquiry by Commissioner Dallari, Mr. Fisher advised that between 15% to 20% of the wall is still standing.

Mr. Tolliver, 1742 Willow Circle, addressed the Board to advise he is not an owner of any of the 12 lots, but has been given permission to speak for the residents. He displayed a large chunk of the wall in question (photographs of same on disk were received & filed). He advised 9 of the 12 lots now have temporary privacy fences. He displayed photographs (received & filed) of the fallen wall and the wooden fences. He discussed the portion of the wall that was added by Hubbard Construction at the County's request.

Upon inquiry by Commissioner Carey, Mr. Tolliver advised that some of the homeowners did collect insurance money after Hurricane Charley; but some of them did not.

Commissioner Carey stated she believes the entire wall needs to be demolished. Discussion ensued.

Upon inquiry by Commissioner Dallari, Mr. Fisher advised the waiver for a split-rail fence with hedge still stands.

Commissioner Van Der Weide questioned that if the County approves a reimbursement of a certain percentage, are the 12 private property owners going to have the money to fund the wall or are they going to want the County to fund the wall upfront.

Commissioner Dallari stated he believes a solid wall should be erected. He questioned Mr. Tolliver if he believes he can get consensus of the 12 property owners to demolish what is left of the old wall and build a new wall. Whereupon, Mr. Tolliver answered yes.

Motion by Commissioner Dallari to authorize a County contribution of up to 70% for the replacement of a masonry wall for the Willow Grove Subdivision.

The Chairman called for a second to the motion three times without response, whereupon, the **motion died** for the lack of same.

Motion by Commissioner Dallari, seconded by Commissioner Morris to authorize a County contribution of up to 50% for the replacement of a masonry wall for the Willow Grove Subdivision.

Under discussion and upon inquiry by Commissioner Morris, Commissioner Dallari stated he wants the entire wall replaced.

District 1 voted AYE.

Commissioners Morris, Van Der Weide, Henley and Carey voted NAY, whereupon, the **motion failed** for the lack of a majority vote.

Motion by Commissioner Carey, seconded by Commissioner Morris to authorize the County Attorney to work with the homeowners at Willow Grove Subdivision to demolish and rebuild the subdivision wall, with the County contributing up to \$75,000 for the cost of same, subject to the wall actually being built.

Under discussion, Commissioner Dallari pointed out that the County did go on private property to work which did something to the foundation. He also pointed out that the wall began falling prior to Hurricane Charley.

Commissioner Van Der Weide stated he feels the County is responsible for something; but he is worried about how the process will work. He added that he hopes the wall will get built prior to the County disbursing any money.

Districts 2, 3, 4 and 5 voted AYE.

Commissioner Dallari voted NAY.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request to Amend Boundaries and Extend Term of Sanford Community Development Agency

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY:

CONTACT: Tom Tomerlin

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☐ Consent

☒ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution amending the City of Sanford's Community Development Agency's boundaries.

Seek Board direction on the CRA time extension from 2015 to 2025.

(Dori DeBord, Director)

District 5 Brenda Carey

BACKGROUND:

The City of Sanford is proposing both a change in the redevelopment area boundaries and an extension of the CRA term. The proposed boundaries would extend from the CRA's present limit at Sanford Avenue between Second and Third Street, to extend south to 13th Street, and to extend from one half a block west of Sanford Avenue east to Mellonville Avenue. The area proposed for deletion from the CRA west of Riverview is that area west of the Central Florida Regional Hospital and more commonly associated with the Preserve at Lake Monroe residential community.

The proposed addition area is a Community Development Block Grant (CDBG) Target Area and is historically referred to as Georgetown. The 2006 estimated household median income within the proposed addition area is calculated at \$26,284. The 2006 estimated median income in the existing CRA is \$30,366. The minority population in the proposed area is estimated at 61% compared to 41% in the existing CRA. The median property value for the proposed area is \$46,633 compared with \$310,487 in the existing CRA.

The anticipated realignment of the CRA boundaries would result in a new increase in tax increment of \$10,986,873, based on estimates from the Seminole County Property Appraiser's Office. The elimination of the area located west of Riverview Avenue would have resulted in a loss to the CRA of a 2006 tax

increment value of \$10,058,394.

The City's priorities for major infrastructure within the proposed CRA include the following five streetscape projects:

Facility	To	From	Estimated Improvement Cost
Sanford Avenue	2 nd Street	6 th Street	\$ 900,000
Sanford Avenue	6 th Street	13 th Street	\$1,600,000
2 nd Avenue	Sanford Avenue	Mellonville Avenue	\$2,100,000
Mellonville Avenue	2 nd Avenue	13 th Street	\$1,400,000
13 th St/Celery Ave	Palmetto Avenue	Mellonville Avenue	\$1,200,000
		TOTAL	\$7,200,000

These estimates are based on current construction estimates of \$130,000 per block of streetscape improvements and \$95,000 per block for brick paving and base rehabilitation.

There is no precedent within any existing Seminole County CRAs to extend the timeframe an additional ten (10) years. City of Sanford staff felt that they needed this additional time to bring necessary improvements into this revised CRA boundary.

STAFF RECOMMENDATION:

Staff recommends the Board adopt a resolution that approves the City of Sanford's proposed Community Development Agency boundary change.

Staff is seeking the Board's direction on the CRA term extension from 2015 to 2025.

ATTACHMENTS:

1. Sanford CRA Amendment Attachments rev1.pdf
2. RESOLUTION SANFORD CRA AMENDMENTS MARCH 2007 KFT rev.doc
3. Exhibit 1.pdf
4. Exhibit 2.pdf



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NOV 17 2006

SEMINOLE COUNTY
COUNTY MANAGER

OFFICE OF THE CITY MANAGER

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CITY COMMISSION

LINDA KUHN
MAYOR

ART WOODRUFF
DISTRICT 1

DR. VELMA H. WILLIAMS
DISTRICT 2, VICE MAYOR

RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

CITY MANAGER
ROBERT (SHERMAN) YEHL

November 15, 2006

Ms. Cynthia A. Coto
County Manager
Seminole County Government
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Re: Amendment to Boundaries and Extend Term of Sanford CRA

Dear Ms. Coto:

I am requesting your assistance in facilitating action by the Sanford City Commission to consider realigning the boundaries of the Sanford Community Development Agency and extending its term. The Commission voted at their meeting of November 13, 2006 to authorize staff to explore these proposals.

The proposed realignment, originally proposed by the Sanford CRA in July, is an extension of the CRA boundaries east of Sanford Avenue to Mellonville Avenue and the elimination from the CRA of an area west of Riverview Avenue. Specifically, the recommended new boundary would extend from the CRA's present limit at Sanford Avenue between Second and Third Street, to extend south to 13th Street, and to extend from one half a block west of Sanford Avenue east to Mellonville Avenue. The consensus of the CRA Board is that the inclusion of this new area would allow the benefits of the CRA to be extended to a significantly blighted area of Sanford with incomes well below the City average.

The proposed area to be eliminated from the CRA west of the Riverview Avenue is the area west of the Central Florida Regional Hospital and related medical professional offices. It would eliminate from the CRA a largely residential area. I have attached a map outlining the changes. The 10 year extension to the life of the CRA is required to allow for the implementation of infrastructure projects for the new area.

The Seminole County Property Appraiser's Office has estimated the proposed realignment of CRA boundaries would result in net increase of tax increment of \$10,986,873 to the CRA. This figure includes proposed additions east of Sanford Avenue to the CRA area that would have resulted in additional

The Friendly City

December 15, 2005

Page 2 of 2

incremental value for 2006 of \$21,045,267. In addition, the concurrent elimination from the CRA of the area located west of Riverview Avenue would have resulted in a loss to the CRA of a 2006 tax incremental value of \$10,058,394.

Our City Attorney advises that the Board of County Commissioners delegated authority to the City under specific prescribed conditions in order to create the Sanford CRA. The expansion of the Community Redevelopment Area would require an additional delegation from the County pursuant to a supplemental resolution of delegation.

We would be grateful if you could assist in facilitating this delegation and would be pleased to supply any supplemental information or documentation that may be required.

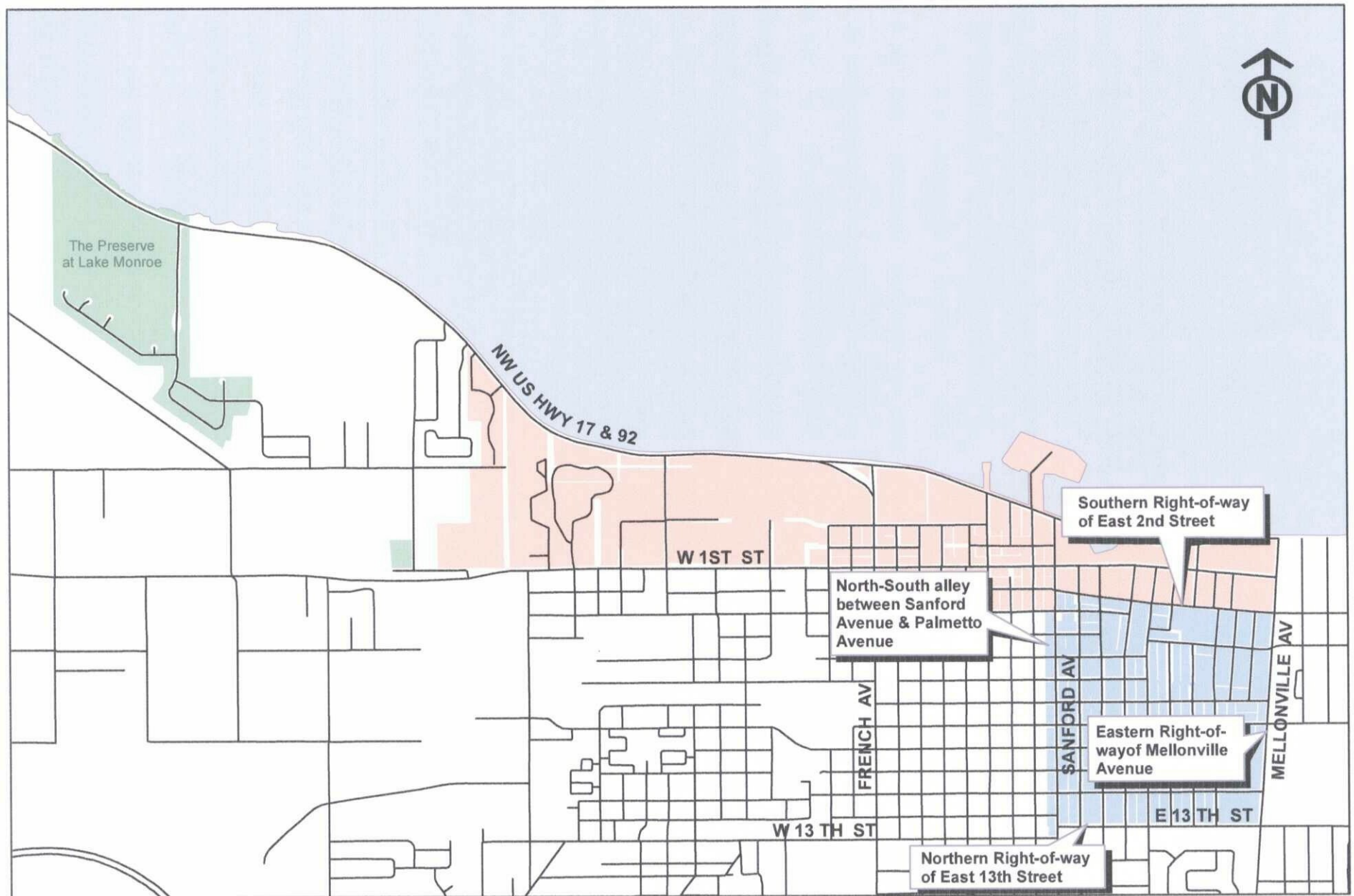
Yours truly,



Robert (Sherman) Yehl
City Manager

C: Mayor and City Commission Members
Sanford CRA Members
Economic Development Director
City Attorney

Attachment



J:\ARCVIEW\DATA\PLAN\CRA\2006 Waterfront Addition.mxd

CRA Boundary Extension

Current CRA
 Proposed CRA Addition
 Proposed CRA Deletion

COUNTY MANAGER'S OFFICE



December 15, 2006

Registered Mail

Mr. Robert "Sherman" Yehl, City Manager
City Hall
300 North Park Avenue
Sanford, Florida 32771-1244

Dear Mr. Yehl:

This letter is provided in response to the City of Sanford's subject request for modification of community redevelopment plans as governed by Florida Statutes, Chapter 163. As outlined in the City's correspondence, dated November 15, 2006, the City is proposing both a change in the redevelopment area boundaries and an extension of the CRA term.

With respect to amending the Sanford Community Redevelopment Agency (CRA) and the County review of Chapter 163 and the City's request for modification we require additional information; specifically:

- Both an addition and deletion of land from the CRA is proposed. The City should supplement this proposed modification with data and analysis that confirms "...that the inclusion of this new area would allow the benefits of the CRA to be extended to a significantly blighted area of Sanford with incomes well below the City average."
- According to the map provided in the City's correspondence, the proposed CRA deletion is actually not contiguous to the main redevelopment area. In support of this modification, the City should further highlight the merits of eliminating these particular (discontinuous) lands from the CRA.
- In support of the proposed changes, the City should indicate what changes, if any, will be necessitated in the adopted redevelopment plan due to the proposed boundary changes.
- The City should use the information requested above to support its request to extend the CRA's term.
- Provision of additional data and analysis in support of the proposed modifications are needed and will help illustrate the merits of the changes.

Mr. Robert "Sherman" Yehl, City Manager
December 15, 2006
Page 2

Please be advised of the following conditions under Chapter 163 which are applicable to the City's request.

Chapter 163.410 Exercise of Powers in counties with Home Rule Charters states: Unless otherwise provided by an existing ordinance, resolution, or interlocal agreement between any such county and a municipality, the governing body of the county that has adopted a home rule charter shall grant in whole or in part or deny any request from a municipality for a delegation of powers or a change in an existing delegation of powers within 120 days after the receipt of all required documentation, or such request shall be deemed granted unless this period is extended by mutual consent in writing by the municipality and county. Within 30 days after receipt of the request, the county shall notify the municipality by registered mail whether the request is complete or if additional information is required. Any request by the county for additional documentation shall specify the deficiencies in the submitted documentation, if any. The county shall notify the municipality by registered mail within 30 days after receiving the additional information whether such additional documentation is complete.

Should you have any questions regarding this request or need to discuss further, please contact me.

Very truly yours,



Cynthia A. Coto, County Manager
Seminole County Government

c: Board of County Commissioners
Bob McMillan, County Attorney
Don Fisher, Deputy County Manager
Dori DeBord, Planning & Development Manager



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JAN 05 2007

SEMINOLE COUNTY
COUNTY MANAGER

OFFICE OF THE CITY MANAGER

MAILING ADDRESS
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DISTRICT 2, VICE MAYOR

RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

CITY MANAGER
ROBERT (SHERMAN) YEHL

January 3, 2007

Ms. Cynthia A. Coto
County Manager
Seminole County Government
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Dear Ms. Coto:

RE: Request to Amend Boundaries and Extend Term of Sanford Community Development Agency

This letter is in reference to your reply of December 15, 2006 concerning the City of Sanford's request for modification of redevelopment plans, specifically a change in the redevelopment area boundaries and an extension of the CRA term. Following are the responses to the questions raised in your letter:

- We have been able to extract demographic information for the area east of Sanford Avenue that the City proposes to annex into the Sanford CRA. A copy of the abstract is attached. The 2006 estimated household median income of the area to be annexed is calculated at \$26,284, well below the \$30,366 for the existing CRA. The minority population in the proposed annexed area is estimated at 61% compared to 41% in the existing CRA. Many of the buildings are in need of repair and/or historic. The median property value for the proposed annexed area is \$46,622 compared with \$310,487 for the existing CRA. This new area appears to fit well within the definition of 'blight'
- In our opinion, recent development of the Reserve at Lake Monroe within the area of the CRA proposed to be deleted, have rendered the area unsuitable to be kept within the CRA. It consists mainly of a new higher upscale market housing development that does not appear to fit into the generally agreed definition of blight for a community redevelopment area. Because it has been largely developed since the 2000 census, we are unable to obtain recent demographic data, but it is generally recognized to be upscale. The median property value is estimated at \$158,541.

January 3, 2007
Page 2 of 2

- The Sanford CRA expects to begin shortly preparation of its next five year plan for future development of the area. Expected infrastructure projects in the proposed addition east of Sanford Avenue will form a major part of this plan. We expect that these will include Sanford Avenue itself at an early stage. The present CRA boundary splits Sanford Avenue in two, which has complicated any CRA infrastructure improvements to that road.

We hope the above information has been sufficient to reply to your queries. We would be happy to provide further information if required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert P. Yehl", with a stylized flourish at the end.

Robert P. Yehl
City Manager

c. Director, Sanford Community Redevelopment Agency



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JAN 29 2007

SEMINOLE COUNTY
COUNTY MANAGER

OFFICE OF THE CITY MANAGER

January 25, 2007

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RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

CITY MANAGER
ROBERT (SHERMAN) YEHL

Ms. Cynthia A. Coto
County Manager
Seminole County Government
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Re: Sanford Community Development Agency

Dear Ms. Coto:

Following is our estimate of priorities that the Sanford CRA would give to major infrastructure projects over the next 20 years in the area west of Sanford Avenue that is proposed for an extended CRA area. Note, however, that this is a general estimate as these priorities have not been formally discussed by the CRA.

1. Sanford Avenue Streetscape (including brick paving) from 2nd Street to 6th Street.
2. Sanford Avenue Streetscape from 6th Street to 13th Street.
3. 2nd Street Streetscape (including brick paving) from Sanford Avenue to Mellonville Avenue.
4. Mellonville Avenue Streetscape from 2nd Street to 13th Street.
5. 13th Street/Celery Avenue Streetscape from Palmetto Avenue to Mellonville Avenue.

By 'Streetscape' we include hardscape, landscape and irrigation, electrical facilities and streetlights.

Based on current cost construction estimates of \$130,000 per block for streetscape improvements, and \$95,000 per block for brick paving and base rehabilitation, we would estimate the costs for the above projects to be as follows:

- | | |
|--|-------------|
| 1. Sanford Avenue Phase 1 (4 blocks): | 900,000 |
| 2. Sanford Avenue Phase 2 (7 blocks): | 1.6 million |
| 3. 2 nd Street (9 blocks): | 2.1 million |
| 4. Mellonville Avenue (11 blocks): | 1.4 million |
| 5. 13 th Street/Celery Avenue (9 blocks): | 1.2 million |

TOTAL \$7.2 million

The Friendly City

January 24, 2007
Page 2 of 2

We hope the above information has been sufficient to reply to your queries. If further information is required, don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Yehl', followed by a long horizontal flourish line.

Robert P. Yehl
City Manager

C.: Economic Development and Promotions Director

COUNTY MANAGER'S OFFICE



February 15, 2007

Registered Mail

Mr. Robert "Sherman" Yehl, City Manager
City Hall
300 North Park Avenue
Sanford, Florida 32771-1244

Dear Mr. Yehl:

Thank you for the information supplied January 3, and January 25, 2007 in response to my request for additional information in regards to amending the boundaries and extending the term of the Sanford Community Redevelopment Agency (CRA). Our staff has reviewed the information that you provided and has found it complete.

Please be advised that this item will be presented to the Board of County Commissioners for their consideration and action at their March 13, 2007 meeting.

Should you have any questions regarding this issue, please contact me.

Sincerely,

Cynthia A. Coto, County Manager
Seminole County Government

c: Board of County Commissioners
Don Fisher, Deputy County Manager
Dori DeBord, Planning and Development Manager ✓

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 13, 2007.

WHEREAS, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

WHEREAS, pursuant to Section 163.410, Florida Statutes (2006), Seminole County may delegate to the governing bodies of municipalities within Seminole County, the exercise of such powers conferred upon Seminole County by Part 111, Chapter 163, Florida Statutes (2006), as amended, as Seminole County may deem appropriate; and

WHEREAS, Section 163.410, Florida Statutes (2006), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

WHEREAS, the City of Sanford, a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County, has requested that Seminole County delegate to the City of Sanford, pursuant to Section 163.410, Florida Statutes (2006), the right and authority to exercise certain powers conferred upon Seminole County by Part 111, Chapter 163, Florida Statutes (2006), as amended, such powers to specifically include the power to create a Community Redevelopment

Agency as part of the municipal public body or taxing authority, together with necessarily appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency under Part III, Chapter 163, Florida Statutes (2006), as amended; and

WHEREAS, a prior delegation occurred by means of the adoption of Resolution Number 95-R-246 by the Board of County Commissioners of Seminole County on October 24, 1995 (which was a modification of the delegations which occurred on June 8, 1993, and on July 10, 1990, pursuant to the adoption of Resolution Numbers 93-R-181 and 90-R-213 respectively, by the Board of County Commissioners of Seminole County); and

WHEREAS, Resolution Number 95-R-246 Section (3)(g) requires that the City of Sanford seek and request an additional delegating resolution from Seminole County for any proposed expansion of the Community Redevelopment Area; and

WHEREAS, insomuch as the City of Sanford has previously been delegated the authority to create a Community Redevelopment District over a certain area of property and has now requested that the delegation be modified to include an additional area into the jurisdictional limits of the Community Redevelopment Agency; and

WHEREAS, insomuch as the City of Sanford has previously been delegated the authority to create a Community Redevelopment

District over a certain area of property and has now requested that the delegation be modified to remove an existing area from the jurisdictional limits of the Community Redevelopment Agency; and

WHEREAS, the City of Sanford has requested Seminole County to modify the delegation in order to extend the term of the Community Redevelopment Agency; and

WHEREAS, the Board of County Commissioners of Seminole County have found and determined that these modifications would serve a public purpose and would be consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan,

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

Pursuant to Section 163.410, Florida Statutes (2006), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby modifies, to a limited extent, the delegation of power made to the City of Sanford delegating such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (2006), in order for the City of Sanford to create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein; provided, however, that all matters set forth in resolution Number 90-R-213, as previously amended, shall continue in full

force and effect except as specifically modified herein.

BE IT FURTHER RESOLVED, that the delegation of authority set forth in Resolution Number 90-R-213, as previously amended by Resolution Number 93-R-181 and Resolution Number 95-R-246, is modified only in the following ways:

(a) This delegation amends Exhibit "B" of Resolution Number 95-R-246 by adding certain additional real property generally within the boundaries of the Southern right-of-way of East 2nd Street to the North, the Northern right-of-way of East 13th Street to the South, the Eastern right-of-way of Mellonville Avenue to the East, and the North-South Alley between Sanford Avenue and Palmetto Avenue to the West, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

(b) The delegation further amends Exhibit "B" of Resolution Number 95-R-246 by removing certain real property now known as the Preserve at Lake Monroe Subdivision and more particularly described in Exhibit "2" attached hereto and made a part hereof.

(c) As to the Community Redevelopment Area described in Resolution Number 95-R-246 as Exhibit "B" and revised herein,

extending Resolution Number 95-R-246 Section (3)(e) for an additional ten (10) year period.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

ADOPTED this day of 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

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

CARLTON D. HENLEY
CHAIRMAN

SCHEDULE "A"
EXHIBIT 1

Purpose : Sanford Downtown Waterfront
Redevelopment Area Extension

Description :



A portion of Section 30, Township 19 South, Range 30 East, Seminole County, Florida being more particularly described as follows :

Begin at the intersection of an Easterly projection of the South right of way line of East 2nd. Street (Union Avenue) as shown on the plat of Chapman and Tucker Addition to Sanford as recorded in Plat Book 1, Page 24, Public Records of Seminole County, Florida; and the West right of way line of Mellonville Avenue, City of Sanford, Seminole County, Florida; thence S 04°15'07" W along the West right of way line of said Mellonville Avenue a distance of 3001.53 feet to a point on an Easterly projection of the North right of way line of Celery Avenue as shown on the plat of Holden Real Estate Company's Addition to Sanford as recorded in Plat Book 1, Page 89, Public Records of Seminole County, Florida; thence S 90°00'00" W along said Easterly projection and along said North right of way line and along a Westerly projection thereof a distance of 3016.51 feet to a point on the centerline of a 14.00 foot wide alley as shown on the plat of Map of the Town of Sanford, as recorded in Plat Book 1, Pages 56-63, Public Records of Seminole County, Florida; thence N 00°00'00" W along said centerline a distance of 3356.51 feet to a point on the South right of way line of Second Street as shown on said plat of the Map the Town of Sanford; thence S 90°00'00" E along said South right of way line a distance of 132.00 feet to a point on the West right of way line of Sanford Avenue as shown on said plat; thence S 00°00'00" W along said West right of way line a distance of 84.62 feet to a point on a Westerly projection of the South right of way line of said East 2nd. Street (Union Avenue) thence S 84°52'33" E along said Westerly projection and along said South right of way line and along an Easterly projection thereof a distance of 3119.51 feet to the Point of Beginning.

SURVEYORS NOTES

1. Bearings shown hereon are based on the South right of way line of East 2nd. Street, being S 84°52'33" E, assumed.
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

DESCRIPTION FOR City of Sanford	Date: 03/05/2007		CERT. NO. LB2108  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245	52147001
	Job No.: 52147	Scale: 1"=500'		
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION

EXHIBIT 1

SOUTH RIGHT OF WAY LINE OF SECOND STREET AS SHOWN ON THE PLAT OF MAP OF THE TOWN OF SANFORD, PLAT BOOK 1, PAGES 56-63, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

SECOND STREET

L1

L2

EAST 2ND. STREET (UNION AVENUE)
S 84°52'33" E 3119.51'

WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST 2ND. STREET

3RD STREET

4TH STREET

CENTERLINE OF A 14' WIDE ALLEY AS SHOWN ON THE PLAT OF MAP OF THE TOWN OF SANFORD, PLAT BOOK 1, PAGES 56-63, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

5TH STREET

5 TH STREET

WEST RIGHT OF WAY LINE OF SANFORD AVENUE AS SHOWN ON THE PLAT OF MAP OF THE TOWN OF SANFORD, PLAT BOOK 1, PAGES 56-63, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

6TH STREET

6 TH STREET

7TH STREET

7 TH STREET

8TH STREET

8 TH STREET

9TH STREET

9 TH STREET

10TH STREET

10 TH STREET

11TH STREET

11 TH STREET

12TH STREET

12 TH STREET

13TH STREET

13 TH STREET

NORTH RIGHT OF WAY LINE OF EAST 13TH. STREET (CELERY AVENUE)

S 90°00'00" W 3016.51'

EAST 13 TH. STREET (CELERY AVENUE)

EASTERLY PROJECTION OF THE NORTH LINE OF CELERY AVENUE AS SHOWN ON THE PLAT OF HOLDEN REAL ESTATE COMPANY'S ADDITION TO SANFORD, PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

EASTERLY PROJECTION OF THE NORTH LINE OF CELERY AVENUE AS SHOWN ON THE PLAT OF HOLDEN REAL ESTATE COMPANY'S ADDITION TO SANFORD, PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

LEGEND :

L1 = LINE NUMBER

NOTES :

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

Drawing No. 52147001

Job No. 52147

Date: 03/05/2007

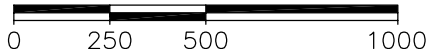
SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY

1" = 500'

GRAPHIC SCALE



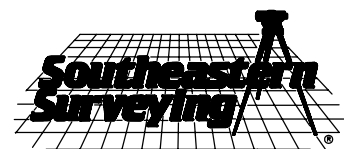
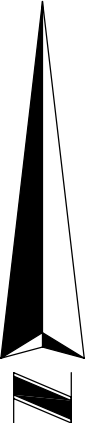
LINE TABLE		
LINE	LENGTH	BEARING
L1	132.00'	S 90°00'00" E
L2	84.62'	S 00°00'00" W

POINT OF BEGINNING

INTERSECTION OF THE EASTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST 2ND. STREET, PLAT BOOK 1, PAGE 24, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE WEST RIGHT OF WAY LINE OF MELLONVILLE AVENUE, CITY OF SANFORD, SEMINOLE COUNTY, FLORIDA

SECTION 30, TOWNSHIP 19 SOUTH,
RANGE 30 EAST

WEST RIGHT OF WAY LINE OF MELLONVILLE AVENUE
S 04°15'07" W 3001.53'
MELLONVILLE AVENUE



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

SCHEDULE "A"

EXHIBIT 2

PURPOSE: SANFORD DOWNTOWN WATERFRONT
REDEVELOPMENT AREA DELETION

DESCRIPTION:

That part of Section 22, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of said Section 22; thence run N 00°07'22" W along the West line of the Southwest 1/4 of said Section 22 for a distance of 2639.54 feet to the North line of said Southwest 1/4; thence run S 89°56'08" E along said North line for a distance of 1320.67 feet to a point on the West line of the West 1/2 of the East 3/4 of said Section 22 and the POINT OF BEGINNING; thence run N 00°09'20" W along said West line for a distance of 2029.23 feet to the Southerly right-of-way line of U.S. Highway No. 17-92 and a point on a non-tangent curve concave Southwesterly having a radius of 5550.00 feet and a chord bearing of S 52°48'50" E; thence run Southeasterly along the arc of said curve and said right-of-way line through a central angle of 05°46'42" for a distance of 559.73 feet to the point of tangency; thence run S 49°55'29" E along said Southerly right-of-way line for a distance of 300.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 3175.00 feet; thence run Southeasterly along the arc of said curve and said right-of-way line through a central angle of 26°44'54" for a distance of 1482.24 feet to a point of non-tangency on the West line of AMENDED PLAT RIBAUT FOREST, as recorded in Plat Book 7, Page 11, of the Public Records of Seminole County, Florida; thence run S 00°07'31" E along said West line and the Southerly prolongation thereof for a distance of 2151.16 feet to a point on the North line of Parcel D - Tract II, as described in Official Records Book 3337, Page 1824, of said Public Records; thence run N 89°52'41" E along the North line of said Parcel D - Tract II and the North line of Parcel C - Tract I of said Official Records Book 3337, Page 1824, for a distance of 897.46 feet to a point on the Southerly line of said AMENDED PLAT RIBAUT FOREST; thence run S 00°06'05" E along said Southerly line of AMENDED PLAT RIBAUT FOREST for a distance of 371.45 feet; thence run S 89°59'36" W for a distance of 12.16 feet; thence run the following 4 courses along the West line of lands described in Official Records Book 891, Page 454 and the centerline of a ditch; 1) S 06°19'20" W for a distance of 43.34 feet; 2) S 19°53'12" W for a distance of 26.95 feet; 3) S 26°16'06" W for a distance of 40.46 feet; 4) S 07°40'06" W for a distance of 47.38 feet; thence run S 18°17'56" W along said East line of Parcel C - Tract I, for a distance of 45.21 feet; thence run S 89°52'41" W along said East line for a distance of 191.25 feet; thence run S 09°06'41" W along said East line for a distance of 373.50 feet; thence run N 80°53'19" W along said East line for a distance of 74.00 feet; thence run S 18°42'41" W along said East line for a distance of 116.30 feet to the Northerly right-of-way line of Narcissus Avenue; thence run N 54°23'11" W along said Northerly right-of-way for a distance of 648.43 feet; thence run N 89°57'44" W along the North line of Lot 7 of PLAT OF THE

continued on Sheet 2

SURVEYORS NOTES:

- Bearings shown are based on the Northerly right of way line of CSX Railroad, being N54°23'11"W per the plat of Preserve at Lake Monroe, Plat Book 62, Page 12, Public Records of Seminole County, Florida
- 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.
- Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2 & 3

DESCRIPTION

Date:

03/06/2007 KR

CERT. NO. LB2108

52147002

FOR

City of Sanford

Job No.:

52147

Scale:

1"=600'

CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that

THIS IS NOT A SURVEY.

SHEET 1 OF 3
SEE SHEET 3 FOR SKETCH



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com

Gary B. Erick
GARY B. ERICK
REGISTERED LAND SURVEYOR NO. 4245

SKETCH OF DESCRIPTION

EXHIBIT 2

description continued from Sheet 1

FLORIDA LAND AND COLONIZATION COMPANY'S CELERY PLANTATION, according to the plat thereof, as recorded in Plat Book 1, Page 129, of said Public Records, for a distance of 25.78 feet; thence run N 54°23'11" W parallel with and 15.00 feet Northeasterly of the Northeasterly right-of-way line of CSX Railroad for a distance of 590.17 feet; thence run N 35°36'49" E along the Easterly line of lands described in Official Records Book 1706, Page 763, of said Public Records for a distance of 285.00 feet; thence run N 00°01'41" W along said Easterly line for a distance of 353.34 feet; thence run S 89°58'19" W along the Northerly line of lands described in said Official Records Book 1706, page 763, for a distance of 269.83 feet; thence run S 89°59'58" W along said Northerly line for a distance of 83.54 feet to the Northerly right-of-way line of CSX Railroad, said right-of-way line lying 350.00 feet Northeasterly of the centerline of the old main line track; thence run N 54°23'11" W along said Northerly right-of-way line for a distance of 1523.76 feet to the aforesaid West line of the West 1/2 of the East 3/4 of Section 22; thence run N 00°06'39" W along said West line for a distance of 251.49 feet to the POINT OF BEGINNING.

AND:

That part of Section 22, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of said Section 22; thence run N 00°07'22" W along the West line of the Southwest 1/4 of said Section 22 for a distance of 2639.54 feet to the North line of said Southwest 1/4 ; thence run S 89°56'08" E along said North line for a distance of 1320.67 feet to a point on the West line of the West 1/2 of the East 3/4 of said Section 22; thence run N 00°09'20" W along said West line for a distance of 2029.23 feet to the Southerly right-of-way line of U.S. Highway No. 17-92; thence continue N 00°09'20" W along said West line for a distance of 120.77 feet to the Northerly right-of-way line of said U.S. Highway No. 17-92 and the POINT OF BEGINNING said point being on a non-tangent curve concave Southwesterly having a radius of 5650.00 feet and a chord bearing of S 53°09'37" E; thence run Southeasterly along the arc of said curve and said right-of-way line for a distance of 638.14 feet to the point of tangency; thence run S 49°55'29" E along said right-of-way line for a distance of 300.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 3075.00 feet; thence run Southeasterly along the arc of said curve and said right-of-way line for a distance of 1411.61 feet to a point of non-tangency on the East line of the West 1/2 of the East 3/4 of the North 3/4 of said Section 22; thence run N 00°07'31" W along said East line for a distance of 1726.73 feet; thence run N 89°56'08" W along the North line of said West 1/2 of the East 3/4 of the North 3/4 for a distance of 1985.22 feet; thence run S 00°09'20" E along the aforesaid West line of the West 1/2 of the East 3/4 of the North 3/4 for a distance of 519.82 feet to the POINT OF BEGINNING.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	TANGENT
C1	559.73'	5550.00'	05°46'42"	S 52°48'50" E	559.50'	280.11'
C2	1482.24'	3175.00'	26°44'54"	S 63°17'56" E	1468.81'	754.88'
C3	1411.61'	3075.00'	26°18'08"	S 63°04'33" E	1399.25'	718.47'
C4	638.15'	5650.00'	06°28'17"	S 53°09'38" E	637.81'	319.42'



SKETCH OF DESCRIPTION EXHIBIT 2

NORTH LINE OF THE WEST 1/2 OF THE EAST 3/4
OF THE NORTH 3/4 OF SECTION 22

N 89°56'08" W 1985.22'

POINT OF BEGINNING

NORTHERLY RIGHT OF WAY LINE
U.S. HIGHWAY NO. 17-92
SOUTHERLY RIGHT OF WAY LINE

POINT OF BEGINNING

PRESERVE AT LAKE MONROE
PLAT BOOK 62, PAGES 12-15,
PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

NORTH LINE OF THE SW 1/4
WEST LINE OF THE WEST 1/2 OF
THE EAST 3/4 OF SECTION 22

NORTHERLY RIGHT OF WAY
LINE OF CSX RAILROAD
N 54°23'11" W 1523.76'
CSX RAILROAD RIGHT OF WAY
CENTERLINE OF OLD
MAIN TRACK

EASTERLY LINE OF OFFICIAL RECORDS
BOOK 1706, PAGE 763, PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION
22, TOWNSHIP 19 SOUTH, RANGE
30 EAST, SEMINOLE COUNTY,
FLORIDA

NORTH LINE OF LOT 7, FLORIDA LAND & COLONIZATION
COMPANY'S CELERY PLANTATION, PLAT BOOK 1, PAGE
129

Drawing No. 52147002
Job No. 52147
Date: 03/06/2007
SHEET 3 OF 3
See Sheet 1 for Description

1" = 600'
GRAPHIC SCALE

0 300 600 1200

LINE TABLE		
LINE	LENGTH	BEARING
L1	300.00'	S 49°55'29" E
L2	371.45'	S 00°06'05" E
L3	12.16'	S 89°59'36" W
L4	43.34'	S 06°19'20" W
L5	26.95'	S 19°53'12" W
L6	40.46'	S 26°16'06" W
L7	47.38'	S 07°40'06" W
L8	45.21'	S 18°17'56" W
L9	191.25'	S 89°52'41" W
L10	373.50'	S 09°06'41" W
L11	74.00'	N 80°53'19" W
L12	116.30'	S 18°42'41" W
L13	25.78'	N 89°57'44" W
L14	285.00'	N 35°36'49" E
L15	253.34'	N 00°01'41" W
L16	269.83'	S 89°58'19" W
L17	83.54'	S 89°59'58" W
L18	251.49'	N 00°06'39" W
L19	120.77'	N 00°09'20" W
L20	300.00'	S 49°55'29" E

WEST LINE OF AMENDED PLAT RIBAUT FOREST, PLAT BOOK
7, PAGE 11, PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

NOTES :

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1 & 2.

THIS IS NOT A SURVEY.

SOUTHERLY PROJECTION OF THE WEST LINE OF AMENDED
PLAT RIBAUT FOREST, PLAT BOOK 7, PAGE 11, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

NORTH LINE OF PARCEL D-TRACT II AND THE NORTH LINE
OF PARCEL C-TRACT I, OFFICIAL RECORDS BOOK 3337,
PAGE 1824, PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

SOUTHERLY LINE OF AMENDED
PLAT RIBAUT FOREST

EAST LINE OF OFFICIAL RECORDS
BOOK 891, PAGE 454



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

SCHEDULE "A"

EXHIBIT 2

Purpose : Sanford Downtown Waterfront
Redevelopment Area Deletion

Description :


A portion of Section 26, Township 19 South, Range 30 East, Seminole County, Florida being more particularly described as follows :

Begin at the intersection of the Northeasterly right of way line of the CSX Railroad and the North right of way line of State Road No. 46; thence N 00°00'00" E a distance of 680.00 feet to a point on the North line of Lot 47, Florida Land and Colonization Company's Celery Plantation as recoded in Plat Book 1, Page 129, Public Records of Seminole County, Florida; thence S 90°00'00" E along said North line a distance of 330.00 feet to a point on the West right of way line of Riverview Avenue; thence S 00°00'00" W along said West right of way line a distance of 680.00 feet to a point on said North right of way line; thence N 90°00'00" W a distance of 330.00 feet to the Point of Beginning.

SURVEYORS NOTES

1. Bearings shown hereon are based on the North right of way line of State Road No. 46, being N 90°00'00" W, assumed.
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

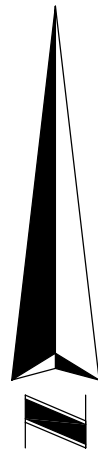
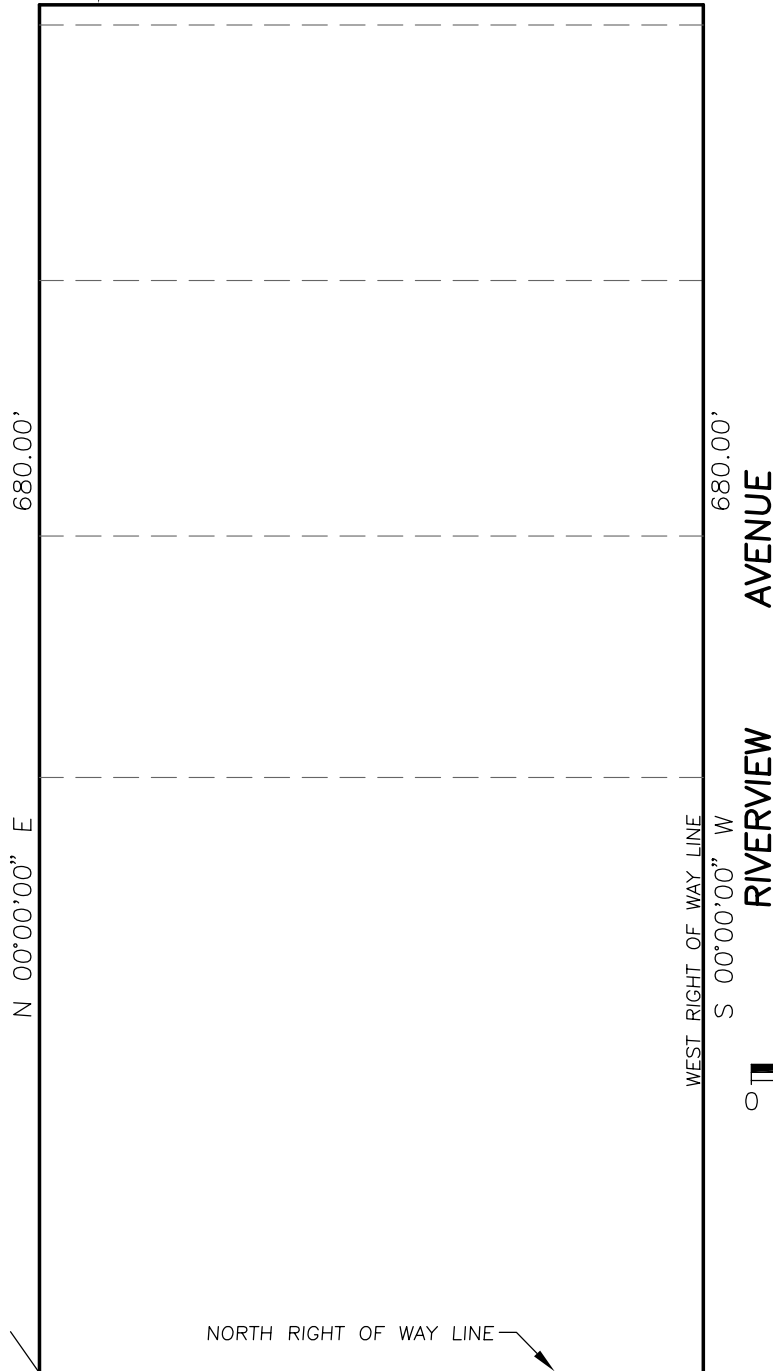
DESCRIPTION	Date: 03/05/2007		CERT. NO. LB2108 52147003
FOR City of Sanford	Job No.: 52147	Scale: 1"=100'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
EXHIBIT 2

NORTH LINE OF LOT 47, FLORIDA LAND
AND COLONIZATION COMPANY'S CELERY
PLANTATION, PLAT BOOK 1, PAGE 129,
PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

SECTION 26, TOWNSHIP 19 SOUTH, RANGE 30 EAST

S 90°00'00" E 330.00'



THIS IS NOT A SURVEY

1" = 100'
GRAPHIC SCALE



POINT OF BEGINNING
INTERSECTION OF THE NORTHERLY
RIGHT OF WAY LINE OF THE CSX
RAILROAD AND THE NORTH RIGHT OF
WAY LINE OF STATE ROAD NO. 46

N 90°00'00" W 330.00'
STATE ROAD NO. 46

NOTES :

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

Drawing No. 52147003
Job No. 52147
Date: 03/05/2007
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Warning / Siren Task Force Report

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY:

CONTACT: Shelly Brubaker

EXT:

Agenda Date: 03/13/2007

☒ Briefing

☐ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☐ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

The Department of Public Safety, Emergency Management Division, has completed the study of emergency public warning systems for Seminole County. The study included the feasibility, impact, functionality and cost of outdoor siren warning devices.

Staff will brief the Board on the findings of this study and request Board direction.

(Steve Watts & Alan Harris)

County-wide

BACKGROUND:

Due to the recent tornado activity and strong storms in the Central Florida area, it is recognized that early, effective public warnings are a crucial element in saving lives and property. The Division of Emergency Management has created a task force to study available technology used to warn citizens of severe weather conditions, evacuations, and terrorist attacks. One system being reviewed by the task force is a siren warning system. This type of system is commonly used in other areas of the country.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Emergency Warning System Task Force.ppt

The background of the slide is a close-up, slightly blurred image of the stars and stripes of the United States flag. The stars are white and five-pointed, set against a dark blue field. The stripes are red and white, appearing as soft, curved bands in the lower right corner.

UPDATE: Emergency Warning Systems

Emergency Warning System Task Force

March 13, 2007

Emergency Management Operations Team

- Disaster History – Election Day, Christmas Day, and Groundhog Day Tornadoes
- Task Force Development
- Mission / Goal



Emergency Warning System Task Force

- Members:
 - American Red Cross
 - Citizens
 - City of Altamonte Springs
 - City of Casselberry
 - City of Lake Mary
 - City of Longwood
 - City of Oviedo
 - City of Sanford
 - City of Winter Springs
 - Seminole Community Volunteer Program
 - Seminole County Government
 - Seminole County Health Department
 - Seminole County School Board
 - Seminole County Sheriff's Office

Review Methodology

- Ease of installation and operation
- Nighttime effectiveness
- Durability
- Speed of Activation
- Indoor vs. Outdoor alerting capability
- Cost
- Localized alert mechanism
- Visual and/or physical alerting

Current Warning Systems

- NOAA Weather Radio
- Reverse Calling System
- Emergency Alert System
- Variable Message Boards
- Cable Interrupt
- Cellular / Pager Text Messaging Services (3rd Party)
- Emergency Event Notification System

Enhancements to Current Warning Systems

- NOAA Weather Radio
 - Haz-Collect Upgrade
(funded by State of Florida / NWS)
- Reverse Calling System
 - Web based input of cellular, and internet based phones
 - E-mail services
(funded by Emergency Management grants)

Additional Available Technology

- Outdoor Warning Devices (Sirens/Speakers)
 - Mechanical
 - Electronic
 - Electromechanical
- Radio Digital Systems
- Blast text messaging
 - Cellular, pager, PDA and similar devices
 - E-mail services

Outcome of Research Project

- Multi-model approach
 - Public Education
 - Increased public awareness
 - SGTV, 'Preparing for Disasters'
 - Purchase of additional equipment
 - NOAA Weather Radios
 - Cellular / Text Messaging Services
 - Additional Research Needed
 - Outdoor Warning Devices
- Request For Information

The background of the slide is a close-up, slightly blurred image of the stars and stripes of the United States flag. The stars are white and five-pointed, set against a dark blue field. The stripes are red and white, running diagonally across the bottom right corner.

Questions?

Emergency Warning System Task Force
Seminole County, Florida

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Drainage Easement Vacate for Beazer Homes Corp. - John W. Howell, Esquire, Holland & Knight LLP, applicant

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY:

CONTACT: Cynthia Sweet

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☐ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☒ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the conditional Resolution to vacate and abandon an existing permanent drainage easement over property owned by Beazer Homes Corp., subject to completion of construction of the new drainage/stormwater retention pond and providing a substitute easement according to the terms of the Joint Infrastructure Agreement approved by the Board on September 12, 2006, for property located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, as requested by Beazer Homes, John W. Howell, Esquire, Holland & Knight LLP, applicant.

2. DENY the request to vacate and abandon an existing permanent drainage easement over property owned by Beazer Homes Corp., subject to completion of construction of the new drainage/stormwater retention pond and providing a substitute easement according to the terms of the Joint Infrastructure Agreement approved by the Board on September 12, 2006, for property located on east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, as requested by Beazer Homes, John W. Howell, Esquire, Holland & Knight LLP, applicant.

3. CONTINUE the public hearing until a time and date certain.
(Cynthia Sweet, Senior Planner)

District 1 Bob Dallari

BACKGROUND:

The applicant, John W. Howell, Esquire, Holland & Knight LLP, representative for the

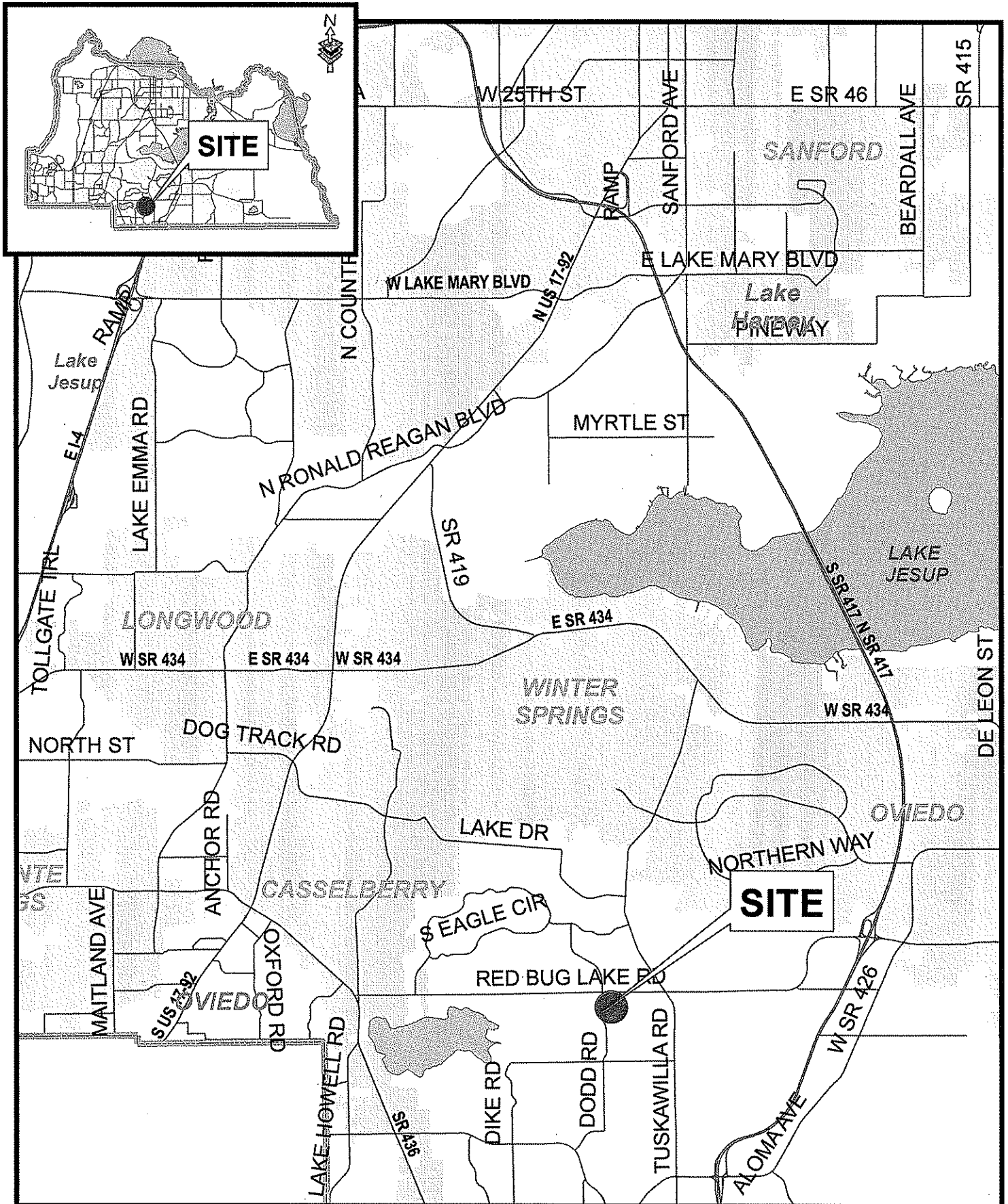
owner, Beazer Homes Corp., is requesting to vacate and abandon an existing permanent drainage easement. On August 1, 2006, the Development Review Committee approved a final engineering plan for Heritage Commons Townhomes that consists of a modified drainage/stormwater retention pond. The approved final engineering plan will comply when completed with the new Joint Infrastructure Agreement and drainage easement approved by the Board on September 12, 2006, over the modified drainage/stormwater retention pond. Staff has determined that vacation and abandonment of the existing permanent drainage easement is necessary to prevent any inconsistency. The Resolution is conditioned on completion and will not be recorded until the new retention pond is completed and a replacement easement accepted consistent with the Agreement.

STAFF RECOMMENDATION:

Staff recommends adoption of a conditional Resolution to vacate and abandon the drainage easement as requested by the applicant, subject to completion of construction of the new drainage/stormwater retention pond and providing a substitute easement according to the terms of the Joint Infrastructure Agreement.

ATTACHMENTS:

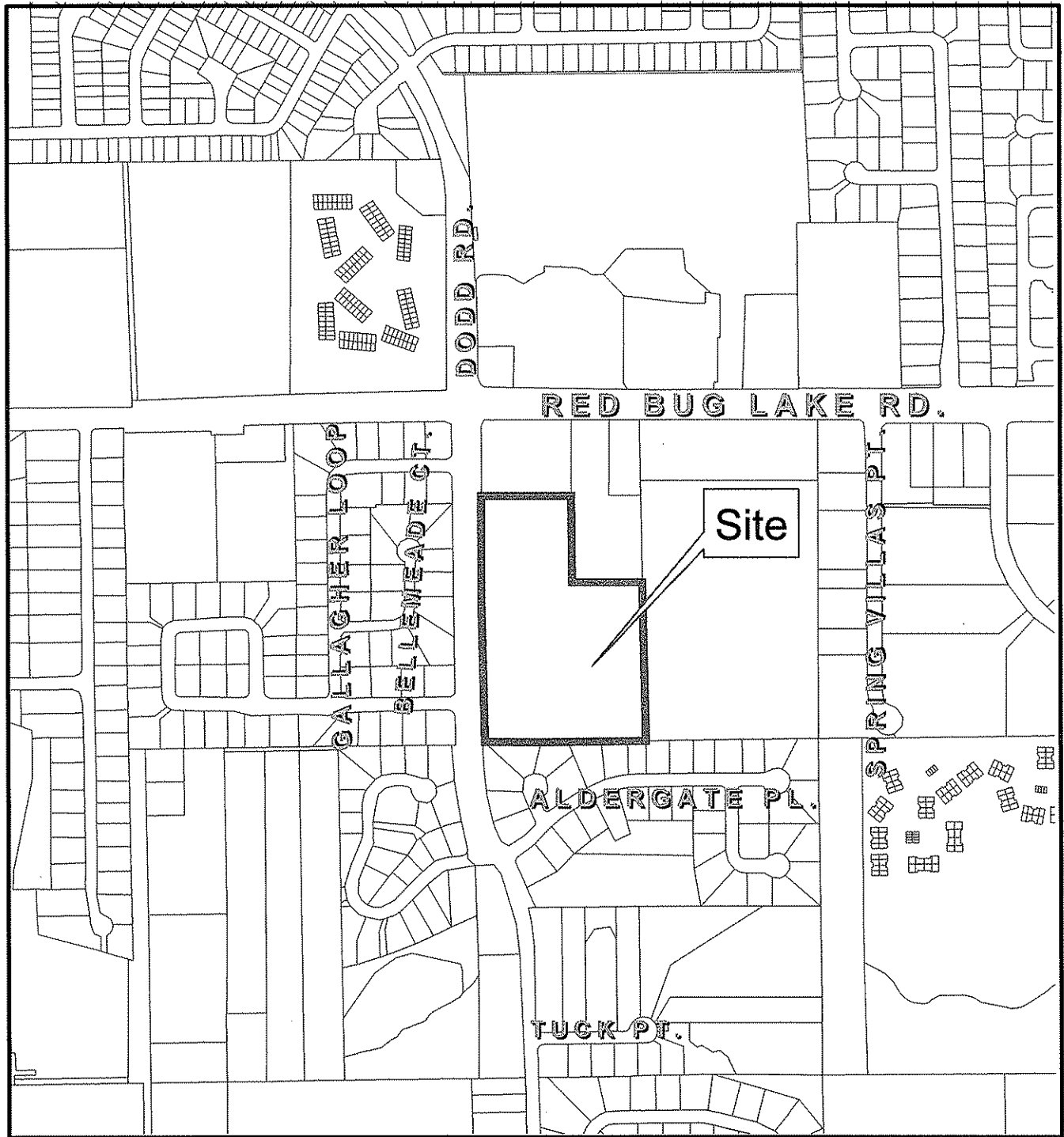
1. BEAZER HOMES CORP DRAINAGE VAC 01_001.pdf
2. BEAZER HOMES CORP DRAINAGE VAC 02_001.pdf
3. BEAZER HOMES CORP DRAINAGE VAC 03_001.pdf
4. BEAZER HOMES CORP DRAINAGE VAC 04_001.pdf
5. 54-2007 Drainage Easement Vacate location.pdf
6. 54-2007 Drainage Easement Vacate site.pdf
7. 54-2007 Drainage Easement Vacate aerial.pdf



filename: L:\pl\projects\p&z\2006\GIS\staff_report_pkgs\site\maps_large\Z2006-0**\sitemap.mxd ***/06

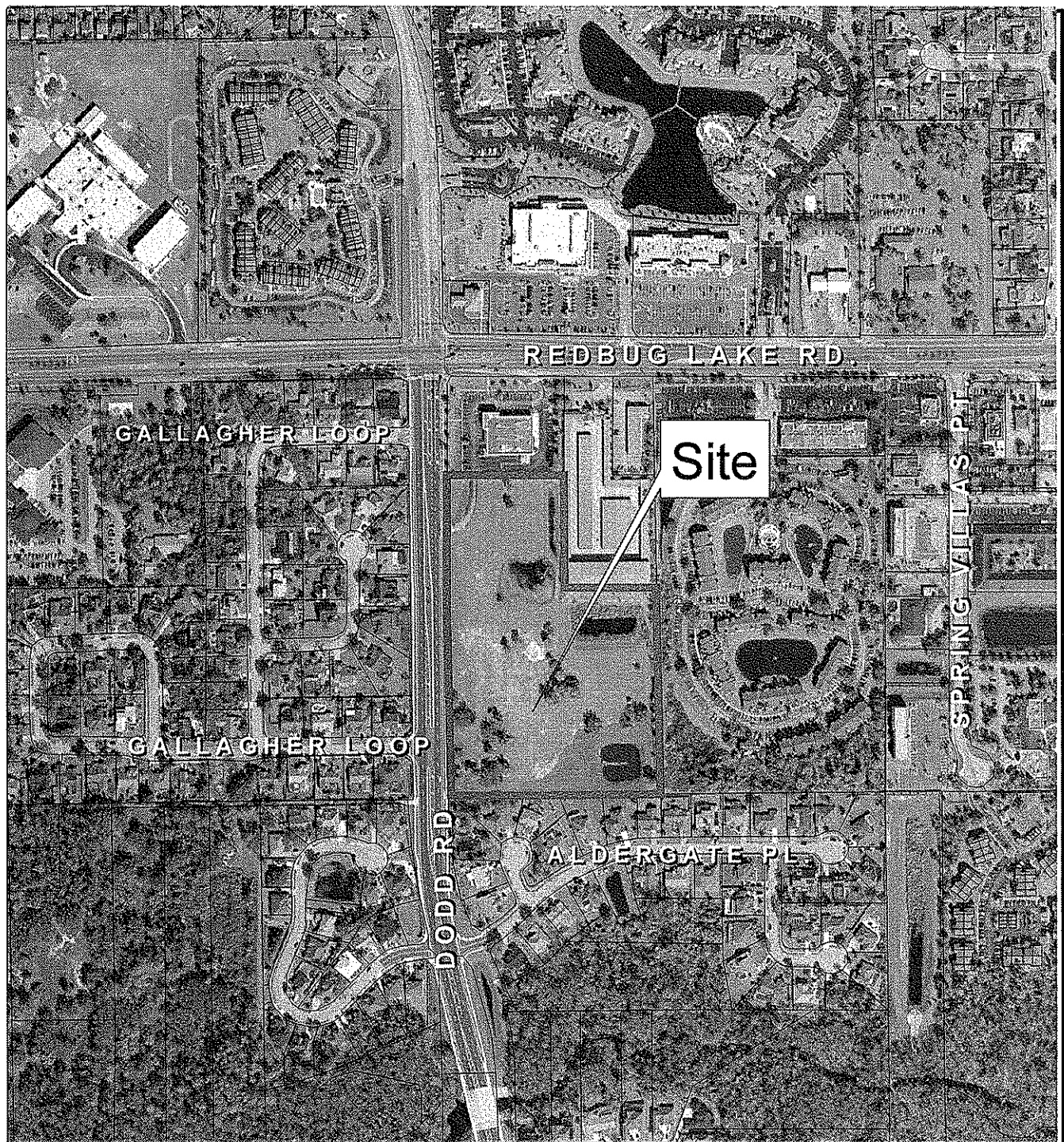
Drainage Easement Vacate for Beazer Homes

EXHIBIT A



Drainage Easement Vacate
for Beazer Homes





Drainage Easement Vacate for Beazer Home

- Parcel
- Subject Property



January 2006 Color Aerials

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 13TH DAY OF MARCH A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
DRAINAGE EASEMENT**

.....
Whereas, a Petition was presented on behalf of
BEAZER HOMES CORP.

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage easement to-wit:

SEE ATTACHED EXHIBIT "A" SKETCH OF DESCRIPTION

And

Subject to completion of construction of the drainage/stormwater retention pond and providing a substitute easement according to the terms of the Joint Infrastructure Agreement approved by the Board on September 12, 2006.

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 13th day of March A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY
CHAIRMAN

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel 947, Water Retention Area, according to the Order of Taking, recorded in Official Records Book 4234, Page 1679 and Stipulated Final Judgment, recorded in Official Records Book 4946, Page 1139, both of the Public Records of Seminole County, Florida, lying within a portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida.

Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 24; thence run South 00°31'58" East along the West line of the Southwest 1/4 of said Section 24 for a distance of 1318.51 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence departing said West line run North 89°28'12" East along the South line of said Northwest 1/4 of the Southwest 1/4 for a distance of 77.00 feet to a point on the Easterly right of way line of Dodd Road, as recorded in aforesaid Order of Taking, Official Records Book 4234, Page 1679 and Stipulated Final Judgment, Official Records Book 4946, Page 1139, both of the Public Records of Seminole County, Florida and the POINT OF BEGINNING; thence continue North 89°28'12" East along said South line of the Northwest 1/4 of the Southwest 1/4 for a distance of 610.46 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 24; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 run North 00°23'51" West along the East line of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 for a distance of 205.00 feet; thence departing said East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 run South 89°28'12" West for a distance of 205.00 feet; thence run South 00°23'51" East for a distance of 180.00 feet; thence run South 89°28'12" West for a distance of 406.01 feet to the aforesaid Easterly right of way line of Dodd Road; thence run South 01°39'08" East along said Easterly right of way line for a distance of 25.00 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 1.198 acres, more or less.



ALLEN
&
COMPANY

Professional Surveyors & Mappers

16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24-21-30 AS BEING S00°31'58"E.

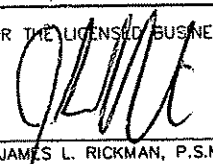
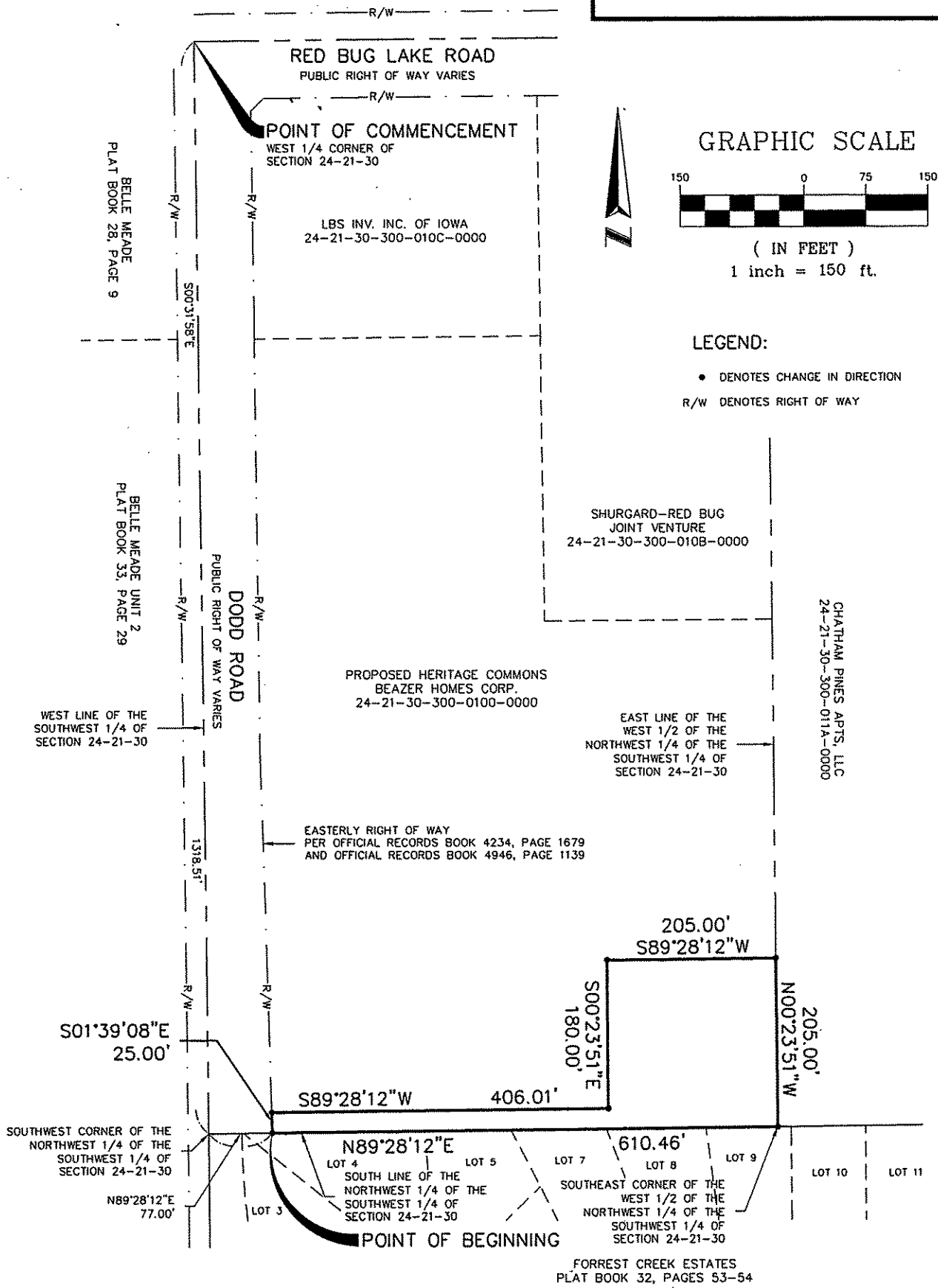
JOB NO. 24300	CALCULATED BY: EGT	FOR THE LICENSED BUSINESS #6723 BY:
DATE: 11-03-06	DRAWN BY: SM	
SCALE: N/A	CHECKED BY: JLR	JAMES L. RICKMAN, P.S.M. #5633
FIELD BY: N/A		

EXHIBIT C

SKETCH OF DESCRIPTION



SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24-21-30 AS BEING S00°31'58"E.

JOB NO. 24300
DATE: 11-03-06
SCALE: 1" = 150 FEET
FIELD BY: N/A

CALCULATED BY: EGT
DRAWN BY: SM
CHECKED BY: JLR



16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Joint Infrastructure Agreement
between Beazer Homes, Inc., and Seminole County

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** JR Ball, P.E. **EXT.** 5669
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date 09-12-06 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION / RECOMMENDATION:

Approve and authorize the Chairman to execute the Joint Infrastructure Agreement between Beazer Homes, Inc., and Seminole County to facilitate the joint use of a water retention area on property acquired for the Dodd Road Project (Howell Branch Road to Red Bug Lake Road).

District 1 – Commissioner Dallari

(Jerry McCollum, P.E.)

BACKGROUND:

In connection with the acquisition of property necessary for the construction of Dodd Road, the County acquired a permanent drainage easement over Parcel Number 24-21-30-300-0100-0000 for use as a stormwater management facility (pond).

The stipulated final judgment for Parcel Numbers 147/947, as recorded in Official Record Book 4946 at pages 1139 of the Public Records of Seminole County, specifically grants the underlying fee owner the right to the joint use of this pond, including the right to modify the pond for the future development of the parent parcel.

Accordingly, this item is to provide an agreement for the joint use of this facility and related pond modifications to accommodate development of the parent parcel.

Attachment: Joint Infrastructure Agreement

Reviewed by:	<u>8/16/06</u>
Co Atty:	<u>J. Ball</u>
DFS:	
Other:	
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWE02</u>

JOINT INFRASTRUCTURE AGREEMENT

THIS JOINT INFRASTRUCTURE AGREEMENT is made and entered into this _____ day of _____, 2006, by and between BEAZER HOMES, INC., a Tennessee for profit corporation, whose local mailing address is 2600 Maitland Center Parkway, Suite 200, Maitland, Florida 32751, hereinafter referred to as "BEAZER", and SEMINOLE COUNTY, 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".

W I T N E S S E T H:

WHEREAS, BEAZER owns certain property, adjacent to Dodd Road, hereinafter referred to as "Property", identified by the Property Appraiser as Parcel No. 24-21-30-300-0100-0000, the legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the COUNTY owns a permanent drainage easement, hereinafter referred to as "PDE", over a portion of the Property, the legal description of which is attached hereto as Exhibit "B"; and

WHEREAS, the COUNTY has constructed a drainage retention area, hereinafter referred to as "Existing Pond", within the area covered by the PDE; and

WHEREAS, BEAZER desires to develop the Property and desires to create a new joint use drainage retention area, hereinafter referred to as the "New Pond" to provide for new development and the COUNTY's requirements; and

WHEREAS, the COUNTY is willing to relinquish its rights under the PDE to BEAZER if the conditions stated in this Agreement are met; and

WHEREAS, BEAZER is willing to provide the COUNTY with a new drainage easement over the New Pond in accordance with the terms of this Agreement; and

WHEREAS, the provisions of this Agreement serve the public interest and will result in a benefit to BEAZER, the COUNTY and the citizens of Seminole County, Florida.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. **AGREEMENT TO BUILD NEW POND.** Subject to the terms and conditions hereafter expressed, the COUNTY agrees to allow BEAZER to build the New Pond on the Property. Attached hereto as Exhibit "C" is the legal description of the proposed New Pond located upon the Property. The COUNTY's approval of this Agreement does not constitute a regulatory approval of the New Pond; the New Pond must meet all applicable zoning, land use and other regulatory requirements and is subject to such further approvals as may be required under all applicable codes.

2. **DESIGN, PERMITTING AND CONSTRUCTION OF THE NEW POND.**

BEAZER shall pay all costs of the design, engineering, permitting and construction of the New Pond, including all drainage structures and appurtenant facilities, and including connections to the existing Dodd Road Stormwater System. BEAZER shall also be responsible for all governmental approvals, any rezoning that may be required and all other approvals required by entities having jurisdiction over the New Pond or the new drainage retention system. The COUNTY shall provide

reasonable assistance to BEAZER in connection with obtaining the required approvals, such assistance to include, but not be limited to, providing written consent, if required by a permitting authority, providing BEAZER with copies of original permits, designs and specifications regarding the Existing Pond and answering any questions that BEAZER's consultants may have regarding same. The new drainage retention system may consist of one (1) or more ponds; provided, however, that the new system shall meet the following requirements:

A. It shall be located such that the water running off Dodd Road into the Existing Pond can be conveyed to the New Pond; and

B. It shall be designed, engineered, permitted and constructed to provide sufficient capacity for the Dodd Road water run off as the road exists at the time of the construction of the New Pond; and

C. If BEAZER wishes to use the New Pond to serve other development, then the system shall be designed, engineered, permitted and constructed for the capacity of BEAZER's development plus the capacity described in paragraph 2.B. immediately above; and

D. BEAZER shall grant the COUNTY a permanent drainage easement over the New Pond in the form attached hereto as Exhibit "D". The new easement shall be exchanged for the release of the PDE; and

E. Construction of the new system shall be coordinated such that there is no interruption in the safe acceptance and storage of water from Dodd Road; and

F. It shall be designed by a duly qualified professional engineer holding all required licenses to practice engineering in the State of Florida. The parties agree that construction of the New Pond

shall not commence until the COUNTY has given its written approval of the design of the system. BEAZER shall provide a copy of the plans to the COUNTY for review and, within thirty (30) days after receipt thereof, the COUNTY shall approve the plans or, if the plans are not approved, provide reasons why they are not approved and sufficient detail for corrections to be made.

3. **MAINTENANCE OF THE NEW POND.** The COUNTY shall continue to maintain the Existing Pond until such time as construction of the New Pond is complete. Thereafter BEAZER shall assume all responsibility for maintenance and functioning of the New Pond and appurtenant drainage structures.

4. **COUNTY RELEASE OF EASEMENT.** Upon completion of construction of the New Pond, the COUNTY shall release to BEAZER its rights under the PDE. BEAZER shall be responsible for the costs of recording the release and the COUNTY shall be responsible for the costs of recording the new permanent drainage easement. It is understood that the COUNTY cannot, by law, warrant title to the Existing Pond. Accordingly, BEAZER may choose to perform whatever investigation it chooses into the quality of the COUNTY's estate in the Existing Pond.

5. **PERMANENT DRAINAGE EASEMENT.** BEAZER shall convey to the COUNTY a permanent drainage easement over the New Pond and appurtenant drainage structures granting to and allowing the COUNTY to use the new drainage system to the capacity specified in paragraph 2.B. above. The conveyance of the permanent drainage easement shall be free and clear of all liens and encumbrances, or, in the alternative, BEAZER

shall provide a subordination of interests or a joinder in the conveyance from all those holding an interest in the Property which might be superior to the COUNTY's permanent drainage easement. The permanent drainage easement shall authorize the COUNTY to enter upon the Property to perform maintenance, at BEAZER's expense, should BEAZER, after thirty (30) days written notice, fail to properly maintain the New Pond and appurtenant drainage structures. In the event the Board of County Commissioners finds and determines that the COUNTY no longer needs to utilize the New Pond then the COUNTY shall record in the public records a termination or abandonment of its easement rights, thereby terminating the permanent drainage easement contemplated by this paragraph.

6. CLOSING. Unless otherwise agreed to in writing, the closing and exchange of the County release for the permanent drainage easement shall occur within thirty (30) days after written notice from BEAZER to the COUNTY that construction of the New Pond has been completed.

7. CONSTRUCTION. The COUNTY may inspect the construction of the New Pond at any time and BEAZER shall immediately correct any deficiencies noted. The construction work shall not interfere with the necessary functioning of the Existing Pond for the COUNTY's requirements.

BEAZER shall indemnify and hold the COUNTY harmless from and against any and all claims arising from the construction work, including claims of lien under Chapter 713, *Florida Statutes*. In the event any contractor, subcontractor, materialman, laborer, or third

party attempts to place such a lien against the COUNTY's interest in the Property then BEAZER shall immediately post or cause to be posted a bond to transfer the lien from the property to the bond. BEAZER shall be liable for all costs and expenses, including reasonable attorney's fees (both at trial and on appeal) incurred by the COUNTY as a result of any claim of lien made against the COUNTY's interest in the Property, whether the claim of lien is ultimately judged invalid or not.

8. **MAINTENANCE OF THE NEW POND.** Upon completion of the construction, BEAZER shall assume all maintenance and upkeep of the New Pond. Should BEAZER fail to maintain the New Pond and appurtenant drainage structures then the COUNTY may perform necessary maintenance at BEAZER's expense, provided that, except in the case of an emergency, the COUNTY has first given BEAZER written notice of the need for maintenance and BEAZER has, for ten (10) days or more, failed to undertake the required maintenance. BEAZER may, without the COUNTY's approval, assign those responsibilities to a property owner's association ("POA") duly formed pursuant to *Chapter 617, Florida Statutes*, provided that the POA shall, by written instrument in recordable form, expressly assume the duties and responsibilities for such maintenance and upkeep, including meeting the indemnity and insurance requirements specified in paragraphs 9 and 10 below, in accordance with the terms and conditions of this Agreement. Upon such assignment and recording of the POA's assumption of duties and responsibilities, BEAZER, shall be fully and completely released from any and all obligations under this Agreement. BEAZER or its

successors in title shall have the right to transfer such maintenance obligations to a POA duly formed pursuant to Florida Statutes.

9. **INDEMNITY AGREEMENT.** BEAZER agrees to indemnify and hold harmless the COUNTY 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 BEAZER's construction, reconstruction, maintenance or other use of the New Pond or any act or omission of BEAZER, its officers, employees, agents, and contractors, in any way connected with BEAZER's construction, reconstruction, maintenance or other use of the New Pond. This agreement by BEAZER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees (both at trial and on appeal), incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses. This agreement by BEAZER to indemnify and hold the COUNTY harmless includes all claims alleging negligence on the part of the COUNTY, its commissioners, officers, agents or employees, except those claims specifically alleging gross negligence or willful misconduct on the part of the County, its commissioners, officers, agents or employees. Notwithstanding anything herein to the contrary, in no event shall BEAZER be required to indemnify or hold the COUNTY harmless for any acts or omissions of the COUNTY, its commissioners, officers, agents or employees, which are alleged to have occurred before BEAZER begins any actual construction work on the New Pond.

10. **INSURANCE.** At all times that BEAZER makes use of the New Pond under this Agreement BEAZER shall maintain liability insurance, naming the COUNTY as an additional insured, with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence. All policies shall be endorsed to require at least thirty (30) days notice to the COUNTY of any material change in coverage or the policy. BEAZER shall immediately procure replacement coverage in the event any policy is cancelled, lapses or otherwise is terminated.

11. **MISCELLANEOUS.** This Agreement contains all the agreements of the parties and all prior negotiations, representations or understandings are merged into this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby. This Agreement is intended to be binding on the COUNTY, BEAZER and BEAZER's successors in title, such that this Agreement shall run with the land.

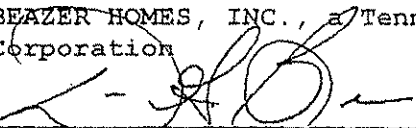
12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

ATTEST:



PETE SMALL, SECRETARY

BEAZER HOMES, INC., a Tennessee Corporation

By: 
DAVID G. BYRNES, Division President

Date: 8/11/06

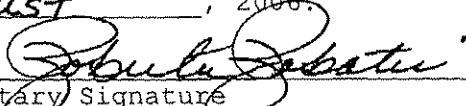
(CORPORATE SEAL)


CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

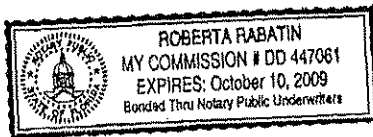
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID G. BYRNES and PETE SMALL, well known to me to be the Division President and Secretary, respectively, of the corporation named in the foregoing agreement, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 2006.


Notary Signature

ROBERTA RABATIN
Printed Notary Signature

My Commission Expires: 10-10-2009



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, 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 their _____, 2006.
regular meeting.

Sharon E. Dietrich 8-16-06
County Attorney

SED/krc
8/9/2006

Attachments:

- Exhibit "A" - Legal Description Property
- Exhibit "B" - Legal Description PDE
- Exhibit "C" - Legal Description New Pond
- Exhibit "D" - Permanent Drainage Easement

P:\USERS\SDIETRICH\PUBLIC WORKS\BEAZER HOMES JNT INFRASTRUCTURE AGMT.DOC

LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at the West 1/4 corner of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, thence run South 00°31'58" East, along the West line of the Southwest 1/4 of said Section 24, for a distance of 360.00 feet; thence departing said West line, run North 89°27'13" East, for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, page 1679, and in Official Records Book 4946, page 1139, all of the Public Records of Seminole County, Florida, and also being the POINT OF BEGINNING; thence departing said Easterly right of way line, run North 89°27'13" East, for a distance of 345.16 feet; thence run South 00°32'24" East, for a distance of 344.38 feet; thence run North 89°39'34" East, for a distance of 275.70 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence run South 00°23'51" East, along said East line, for a distance of 613.34 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, also being a point on the North line of FORREST CREEK ESTATES, as recorded in Plat Book 32, pages 53 through 54 of the aforesaid Public Records of Seminole County, Florida; thence departing said East line, run South 89°28'12" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24, and the North line of said FORREST CREEK ESTATES, for a distance of 610.46 feet to a point on the aforesaid Easterly right of way line of Dodd Road; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, and said North line of FORREST CREEK ESTATES, run North 01°39'08" West, along said Westerly right of way line, for a distance of 460.55 feet; thence run North 00°31'58" West, along said Westerly right of way line, for a distance of 498.07 feet to the POINT OF BEGINNING.

Containing 11.42 acres, more or less

LEGAL DESCRIPTION

Parcel 947

Dodd Road (from Howell Branch Road to Red Bug Lake Road)

Water Retention Area

A portion of:

"The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, LESS so much as taken for DODD ROAD and RED BUG ROAD, all lying and being situate in Seminole County, Florida,

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

Commence at the West 1/4 corner of said Section 24; thence run S00°33'25"W along the West line of the Southwest 1/4 of Section 24 for 1320.58 feet to the North line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 Section 24; thence N89°20'10"E along said North line for 26.91 feet to the Easterly right-of-way line of Dodd Road and being a point of reference; thence continue N89°20'10"E for 662.53 feet; thence N00°32'46"W for 614.720 feet to the POINT OF BEGINNING; thence continue N00°32'46"W for 672.00 feet; thence S89°24'39"W for 277.50 feet; thence S00°35'21"E for 327.10 feet; thence S65°39'39"W for 135.00 feet; thence S26°06'06"E for 162.58 feet thence N65°39'39"E for 96.39 feet to a point of curvature; thence 15.26 feet along the arc of a curve to the left having a radius of 214.00 feet and a central angle of 04°05'06" to a point of reverse curvature; thence 34.00 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 77°55'27" to a Point of Compound Curvature; thence 69.75 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of 39°57'53" to a Point of Compound Curvature; thence 18.97 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 43°28'30" to a Point of Reverse Curvature; thence 122.34 feet along the arc of a curve to the left having a radius of 44.00 feet and a central angle of 159°18'14"; thence departing from said curve on a radial line bearing S32°57'24"E for 38.10 feet; thence N89°37'14"E for 110.00 feet to the POINT OF BEGINNING."

Being more particularly described as:

Exhibit B

LEGAL DESCRIPTION

Parcel 947

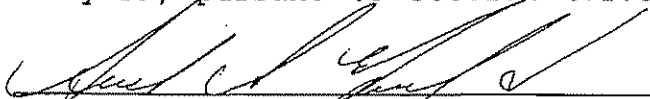
Dodd Road (from Howell Branch Road to Red Bug Lake Road)

Water Retention Area

Commence at the Northwest corner of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East; thence S00°31'14"E along the West line of said Southwest 1/4 of 1,318.64 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence N89°28'24"E along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 77.00 feet to the POINT OF BEGINNING; thence continue N89°28'42"E along said South line a distance of 610.50 feet to the Southeast corner of the West 1/2 of the said Northwest 1/4 of the Southwest 1/4; thence N00°23'10"W along the East line of the said West 1/2 of the Northwest 1/4 of the Southwest 1/4 a distance of 205.00 feet; thence S89°28'42"W a distance of 205.00 feet; thence S00°23'10"E a distance of 180.00 feet; thence S89°28'42"W a distance of 406.04 feet; thence S01°38'24"E a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 1.198 acres, more or less,

I hereby certify that the Legal Description for Parcel 947 has been prepared under my direction in Compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors, pursuant to Section 472.027 Florida Statute.



Arthur A. Mastronicola, Jr PLS
Florida Registered Land Surveyor # 4166

DATE: 2/28/91

SMO3
TM:sk
LEGL9016
01/31/91

LEGAL DESCRIPTION

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida. Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 24; thence run South 00°31'58" East along the West line of the Southwest 1/4 of said Section 24 for a distance of 360.00 feet; thence departing said West line run North 89°27'13" East for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, Page 1679 and Official Records Book 4946, Page 1139, both of the Public Records of Seminole County, Florida; thence run South 00°31'58" East along said Easterly right of way for a distance of 498.07 feet; thence continuing along said Easterly right of way run South 01°39'08" East for a distance of 332.58 feet to the POINT OF BEGINNING; thence run North 89°27'13" East for a distance of 109.78 to a point of curvature of a curve concave Northwesterly having a radius of 100.00 feet; thence run Northeasterly along said curve through a central angle of 29°31'16" for an arc distance of 51.52 feet to a point of compound curvature of a non-tangent curve concave Northwesterly having a radius of 105.38 feet; thence from a tangent bearing of North 60°25'35" East run Northeasterly along said curve through a central angle of 30°19'13" for an arc distance of 55.76 feet; thence run North 11°27'31" East for a distance of 5.03 feet to a point of curvature of a non-tangent curve concave Northwesterly having a radius of 103.88 feet; thence from a tangent bearing of North 27°28'28" East run Northeasterly along said curve through a central angle of 9°11'01" for an arc distance of 16.65 feet; thence run North 89°27'11" East for a distance of 211.04 feet; thence run South 00°32'24" East for a distance of 13.00 feet; thence run North 89°27'36" East for a distance of 20.00 feet; thence run South 00°32'24" East for a distance of 43.94 feet; thence run North 89°21'19" East for a distance of 27.46 feet; thence run South 00°00'00" East for a distance of 6.48 feet; thence run North 89°27'36" East for a distance of 79.10 feet; thence run North 00°32'24" West for a distance of 284.00 feet; thence run North 19°06'52" East for a distance of 58.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 2.00 feet; thence run along Northwesterly along said curve through a central angle of 61°29'52" for an arc distance of 2.15 feet; thence run North 42°23'00" West for a distance of 130.81 feet; thence run North 39°53'32" West for a distance of 6.91 feet to a point of curvature of a curve concave Southerly having a radius of 2.00 feet; thence run Northwesterly along said curve through a central angle of 47°49'02" for an arc distance of 1.67 feet; thence run North 87°42'33" West for a distance of 149.98 feet to a point of curvature of a curve concave Easterly having a radius of 2.00 feet; thence run Northerly along said curve through a central angle of 173°34'16" for an arc distance of 6.06 feet; thence run North 85°51'42" East for a distance of 162.98 feet; thence run North 90°00'00" East for a distance of 107.56 feet to a point of curvature of a curve concave Southwesterly having a radius of 14.00 feet; thence run Southeasterly along said curve through a central angle of 89°39'35" for an arc distance of 21.91 feet; thence run South 00°20'25" East for a distance of 275.44 feet; thence run South 00°13'59" West for a distance of 177.58 feet; thence run South 14°03'52" West for a distance of 18.06 feet; thence run South 00°23'51" East for a distance of 76.90 feet to a point of curvature of a curve concave Northwesterly having a radius of 23.00 feet; thence run Southwesterly along said curve through a central angle of 89°52'04" for an arc distance of 36.08 feet; thence run South 89°28'12" West for a distance of 570.88 feet to the aforesaid Easterly right of way of Dodd Road; thence run North 01°39'08" West along said Easterly right of way for a distance of 110.97 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 2.727 acres, more or less.

Exhibit C

SHEET 1 OF 3



16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24-21-30 AS BEING S00°31'58"E.

JOB NO. 24300

DATE: 02/02/06

SCALE: 1" = 100 FEET

FIELD BY: N/A

CALCULATED BY: SM

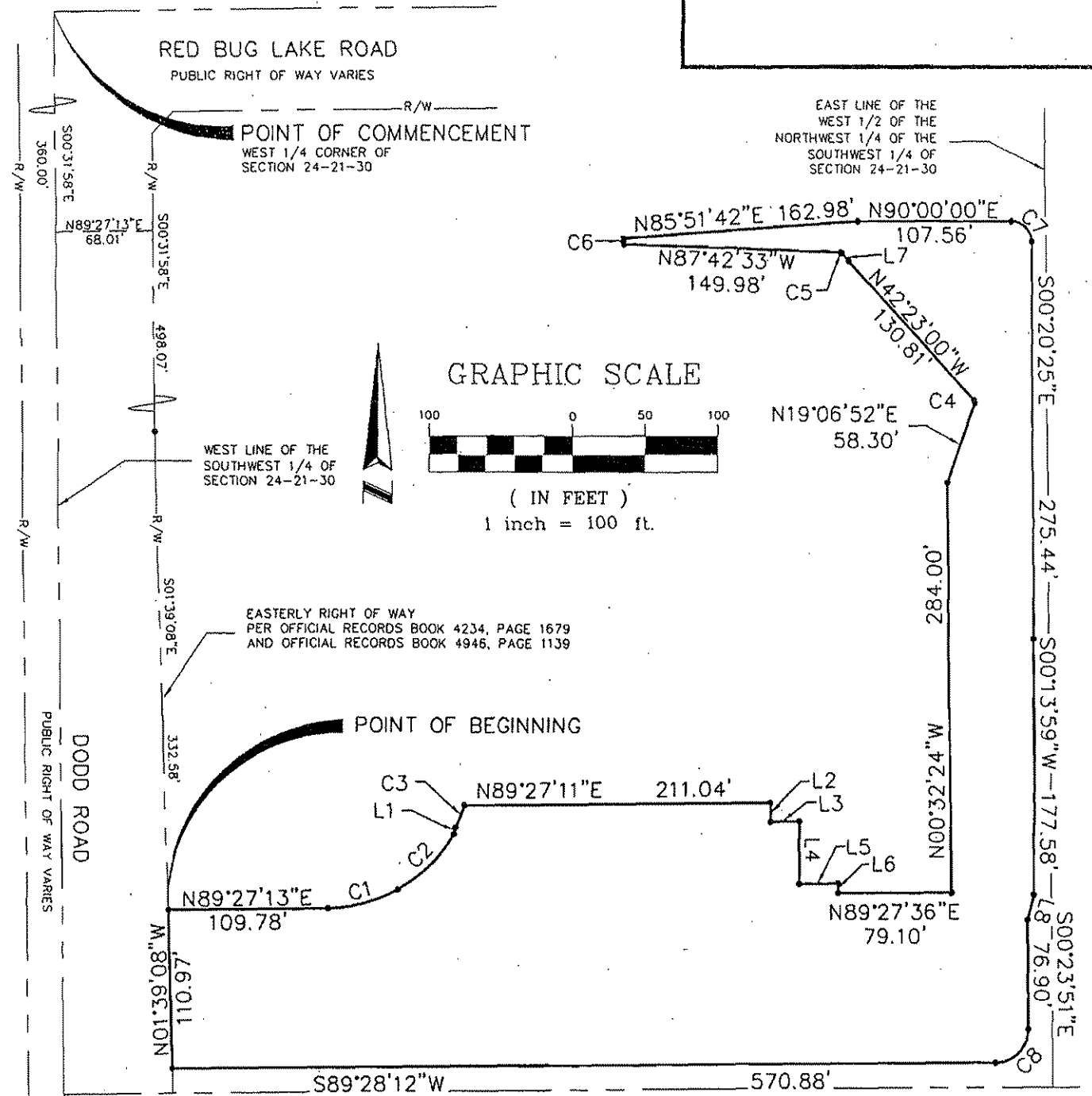
DRAWN BY: SM

CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION



SHEET 2 OF 3



16 EAST PLANT STREET
Winter Garden, Florida 32787 * (407) 654-5355

LEGEND:

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT OF WAY

JOB NO. 24300

CALCULATED BY: SM

DATE: 02/02/06

DRAWN BY: SM

SCALE: 1" = 100 FEET

CHECKED BY: JLR

FIELD BY: N/A

TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.03'	N11°27'31"E
L2	13.00'	S00°32'24"E
L3	20.00'	N89°27'36"E
L4	43.94'	S00°32'24"E
L5	27.46'	N89°21'19"E
L6	6.48'	S00°00'00"E
L7	6.91'	S39°53'32"E
L8	18.06'	S14°03'52"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	100.00'	51.52'	50.96'	N74°41'35"E	29°31'16"
C2	105.38'	55.78'	55.12'	N45°15'59"E	30°19'13"
C3	103.88'	16.65'	16.63'	N22°52'58"E	9°11'01"
C4	2.00'	2.15'	2.05'	N11°38'04"W	61°29'52"
C5	2.00'	1.67'	1.62'	N63°48'02"W	47°49'02"
C6	2.00'	6.06'	3.99'	S00°55'26"E	173°34'16"
C7	14.00'	21.91'	19.74'	N45°10'13"W	89°39'35"
C8	23.00'	36.08'	32.49'	N44°32'11"E	89°52'04"

SHEET 3 OF 3



16 EAST PLANT STREET
Winter Garden, Florida 32787 • (407) 654-5355

JOB NO. 24300

DATE: 02/02/06

SCALE: 1" = 100 FEET

FIELD BY: N/A

CALCULATED BY: SM

DRAWN BY: SM

CHECKED BY: JLR

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this ____ day of _____, 20____, by and between _____, a _____ corporation whose address is _____ 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.

WITNESSETH:

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, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a nonexclusive right-of-way and easement 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 over, under, upon and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

SEE, EXHIBIT A, attached hereto and incorporated herein.

Property Appraiser's Parcel Identification No.: 24-21-30-300-0100-0000

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage and any other facilities placed thereon by the GRANTEE and its assigns, from the herein granted right-of-way, and 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 the herein granted right-of-way and easement that may interfere with the location, excavation, operation or maintenance of the drainage or any facilities placed thereon.

This instrument prepared by:
Susan E. Dietrich, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Exhibit D

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, GRANTOR has hereunto set its hand and seal, the day and year first above written.

ATTEST: _____

_____, Secretary By: _____, President

(CORPORATE SEAL)

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, and _____, as President and Secretary, respectively, of _____, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

Attachment: Exhibit A – Legal Description

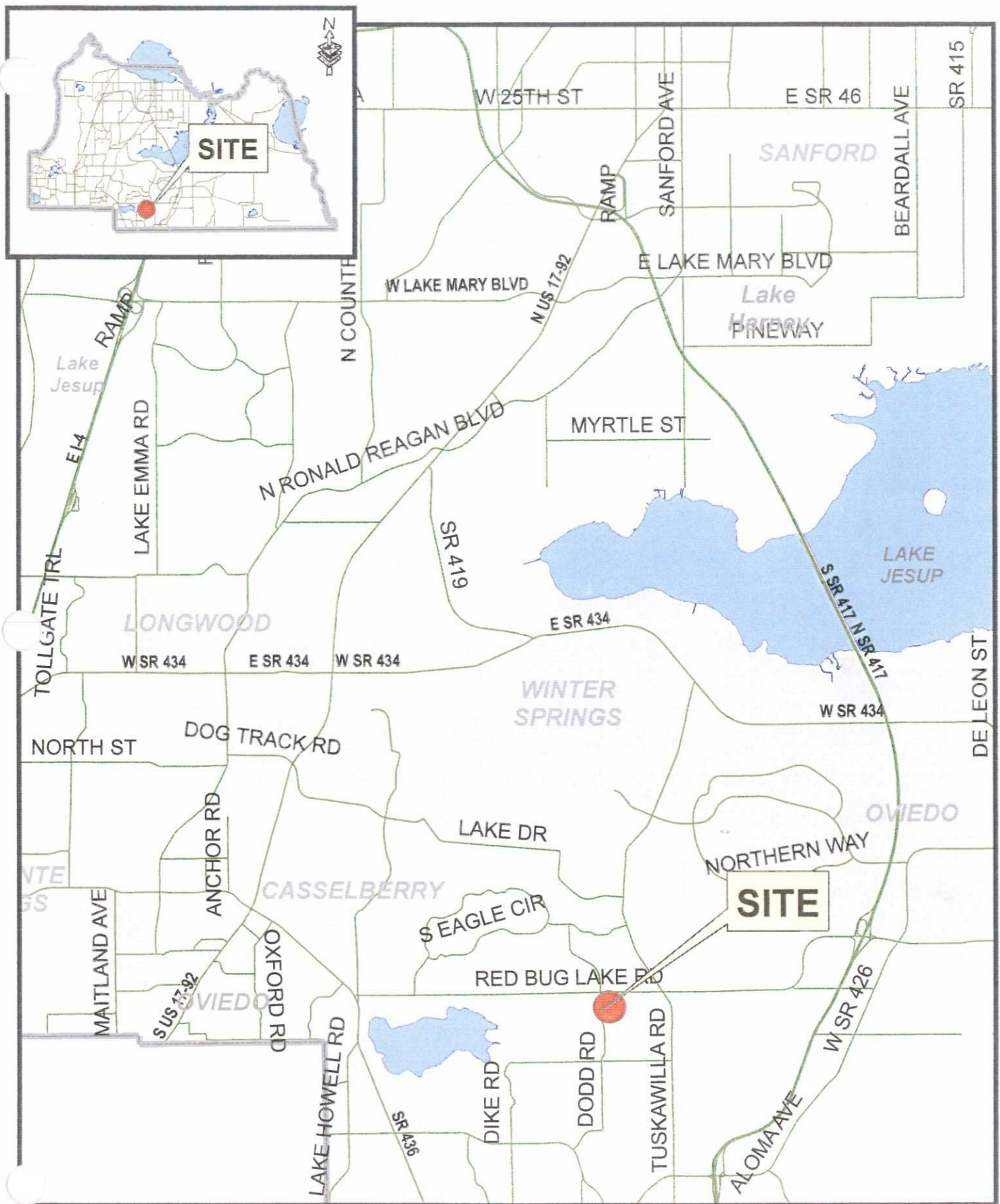
LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at the West 1/4 corner of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, thence run South 00°31'58" East, along the West line of the Southwest 1/4 of said Section 24, for a distance of 360.00 feet; thence departing said West line, run North 89°27'13" East, for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, page 1679, and in Official Records Book 4946, page 1139, all of the Public Records of Seminole County, Florida, and also being the POINT OF BEGINNING; thence departing said Easterly right of way line, run North 89°27'13" East, for a distance of 345.16 feet; thence run South 00°32'24" East, for a distance of 344.38 feet; thence run North 89°39'34" East, for a distance of 275.70 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence run South 00°23'51" East, along said East line, for a distance of 613.34 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, also being a point on the North line of FORREST CREEK ESTATES, as recorded in Plat Book 32, pages 53 through 54 of the aforesaid Public Records of Seminole County, Florida; thence departing said East line, run South 89°28'12" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24, and the North line of said FORREST CREEK ESTATES, for a distance of 610.46 feet to a point on the aforesaid Easterly right of way line of Dodd Road; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, and said North line of FORREST CREEK ESTATES, run North 01°39'08" West, along said Westerly right of way line, for a distance of 460.55 feet; thence run North 00°31'58" West, along said Westerly right of way line, for a distance of 498.07 feet to the POINT OF BEGINNING.

Containing 11.42 acres, more or less

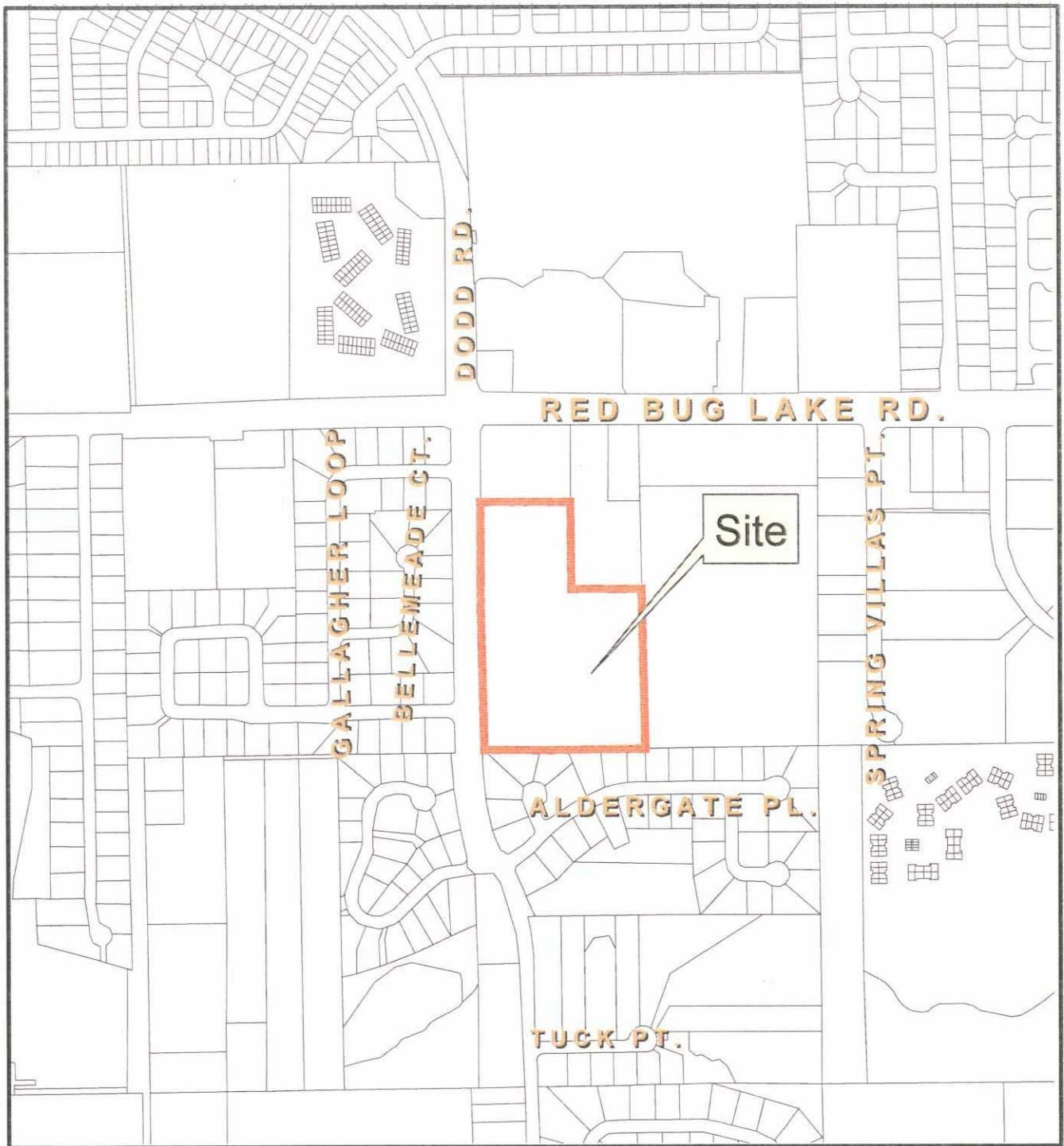
Exhibit A



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Drainage Easement Vacate for Beazer Homes

EXHIBIT A



Drainage Easement Vacate
for Beazer Homes





Drainage Easement Vacate
for Beazer Home

-  Parcel
-  Subject Property



January 2006 Color Aerials

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hughey Avenue Right-of-way Vacate

DEPARTMENT: Planning and Development**DIVISION:** Development Review

AUTHORIZED BY:

CONTACT: Cynthia Sweet

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☐ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☒ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon that portion of the unimproved public right-of-way known as Hughey Avenue located adjacent to Lot 19 contained in the Plat of Roseland Park 1st Addition, as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida; in Section 32, Township 19 S, Range 31 E, as requested by John W. and Betty H. Johnson, applicant.

2. DENY the request to vacate and abandon that portion of the unimproved public right-of-way known as Hughey Avenue located adjacent to Lot 19 contained in the Plat of Roseland Park 1st Addition, as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida; in Section 32, Township 19 S, Range 31 E, as requested by John W. and Betty H. Johnson, applicant.

3. CONTINUE the public hearing until a time and date certain.
(Cynthia Sweet, Senior Planner)

District 5 Brenda Carey

BACKGROUND:

The applicant, John W. and Betty H. Johnson is requesting to vacate and abandon that portion of the unimproved public right-of-way known as Hughey Avenue located adjacent to Lot 19 contained in the Plat of Roseland Park 1st Addition, as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida; in Section 32, Township 19 S, Range 31 E. Vacating and abandonment of the public right-of-way is needed to close off that segment of the right-of-way for development of a private single family residence. Seminole County Parks and Recreation Division has some park

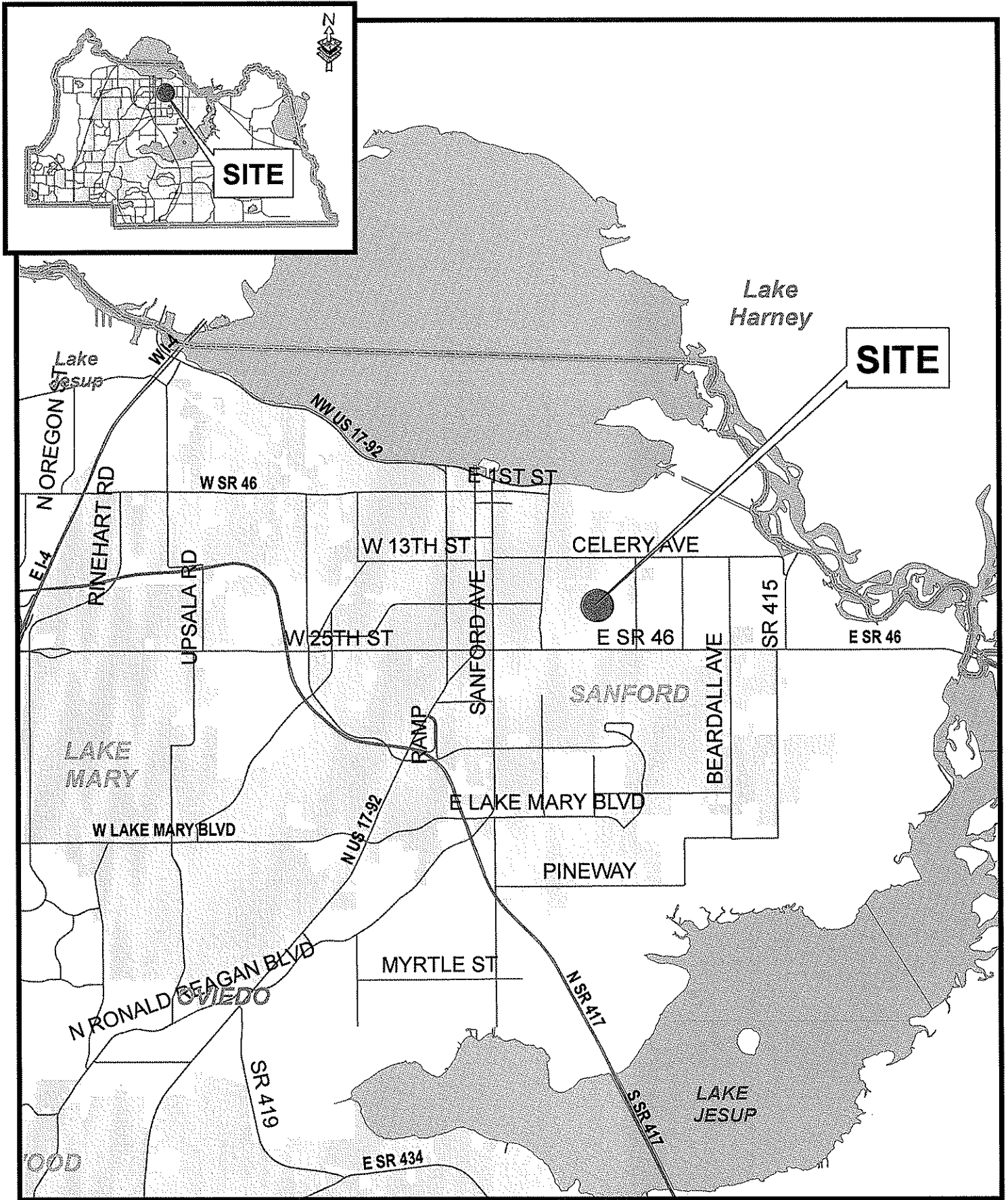
equipment located in the subject right-of-way to the north of the proposed area of the right-of-way that is not affected by this request. None of the County's recreation equipment or the park located on the adjacent side of the subject right-of-way is affected. Staff has no objections to the vacation and abandonment of that portion of the subject public right-of-way. The applicant has also provided letters from the applicable utility companies stating "no objections". This request complies with the requirements and under the authority for vacating a right-of-way of Sections 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution to vacate and abandon that portion of the unimproved public right-of-way as requested by the applicant.

ATTACHMENTS:

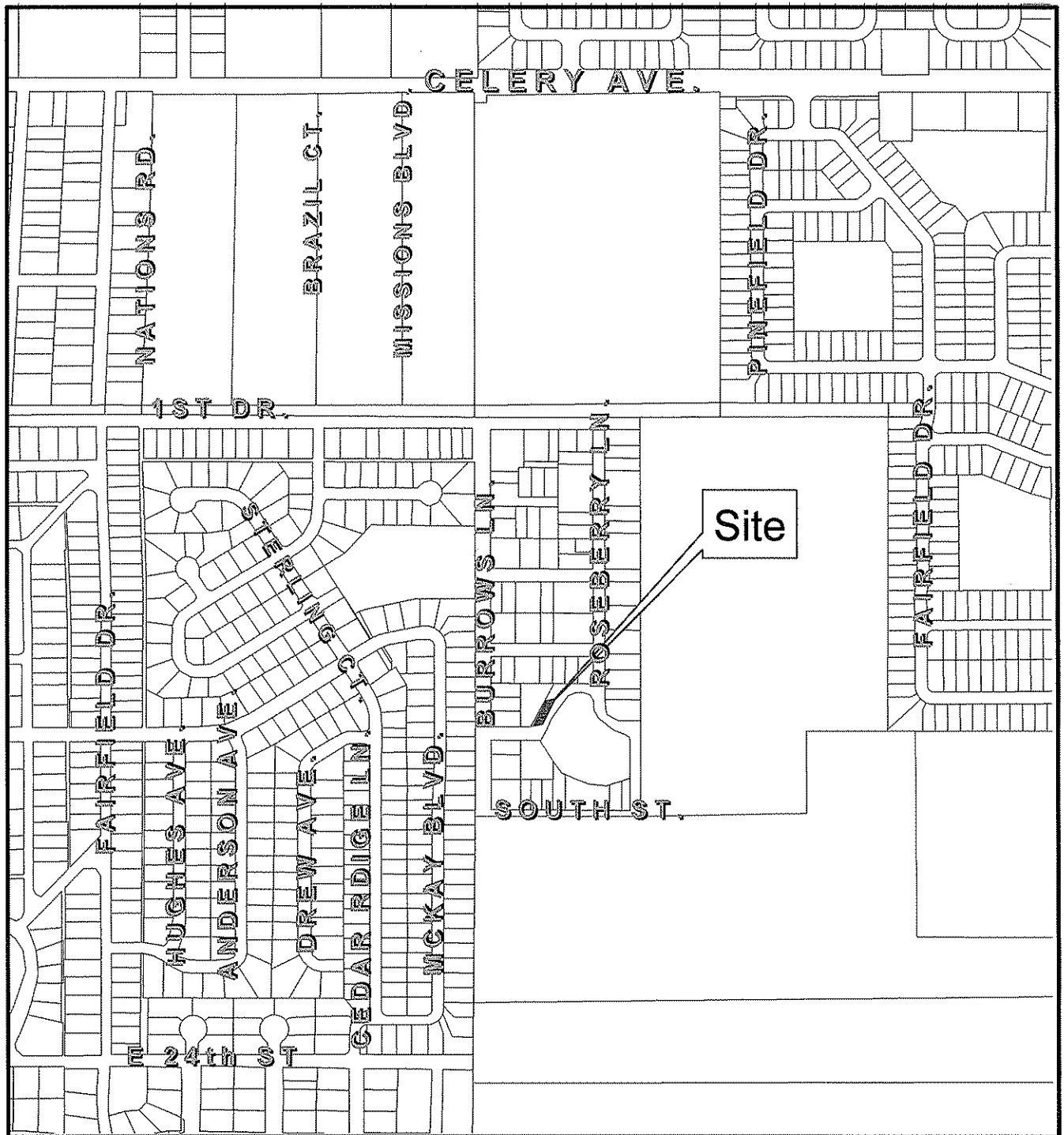
1. HUGHEY AVE ROW VACATE_001(1).pdf
2. HUGHEY AVE ROW VACATE 02_001.pdf
3. HUGHEY AVE ROW VACATE ____001.pdf
4. 55-2007 Hughey Ave aerial.pdf
5. 55-2007 Hughey Ave location.pdf
6. 55-2007 Hughey Ave site.pdf



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Hughey Ave Right-of-Way Vacate

EXHIBIT A





Hughey Ave
Right-of-Way Vacate





Hughey Ave
Right-of-Way Vacate

-  Parcel
-  Subject Property



January 2006 Color Aerials

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 13TH DAY OF MARCH A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
RIGHT-OF-WAY**

.....

Whereas, a Petition was presented on behalf of

JOHN W. & BETTY H. JOHNSON

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

See Attached Sketch of Description "Exhibit A" for Hughey Avenue Right-of-way

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 13th day of March A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

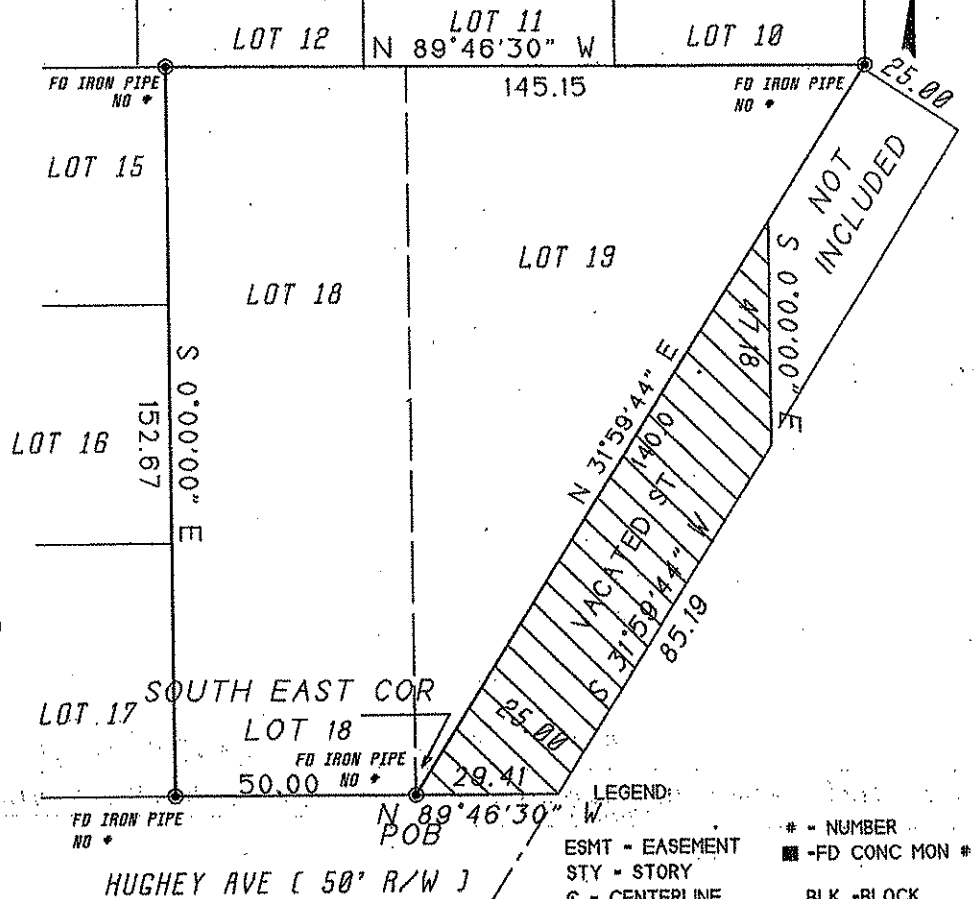
BY:

**MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

**CARLTON D. HENLEY
CHAIRMAN**

EXHIBIT "A"

DESCRIPTION OF ROAD TO BE VACATED
BEGINNING AT THE SOUTHEAST CORNER OF LOT 18
ROSELAND PARK 1ST ADDITION AS RECORDED IN
PLAT BOOK 7 -, PAGE 66 OF THE PUBLIC RECORD
OF SEMINOLE COUNTY, FLORIDA; RUN N 31°59'44" E
ALONG THE SOUTHEAST LINE OF LOT 19, 140.00
FEET; THENCE SOUTH 47.18 FEET; THENCE S 31°59'
44" W, 85.19 FEET; THENCE N 89°46'30" W, 29.41 FEET
TO THE POINT OF BEGINNING



NOTES:

- 1 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2 THIS SURVEY WAS PREPARED FROM TITLE INFORMATION FURNISHED TO THE SURVEYOR. THERE MAY BE OTHER RESTRICTIONS OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY.
- 3 NO UNDER GROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN
- 4 DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5 BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BASE BEARING (B.B.).
- 6 VERTICAL CONTROL (NATIONAL GEODETIC VERTICAL DATUM 1928)

PREPARED FOR JOHN JOHNSON

M. EDWARD GORDON SURVEYING

M. Edward Gordon

REGISTERED LAND SURVEYOR #2259
PO Box 1597 SANFORD, FLORIDA 32772 PHONE 324 5720
508 WEST 11 TH STREET SANFORD, FLORIDA

DRAWING &
TYPE SURVEY DESCRIPTION

DATE: 5/11/2006

SCALE 1" = 30'

JOB NO:

SHEET: 1 OF: 1

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

EXHIBIT C



Hughey Ave
Right-of-Way Vacate

-  Parcel
-  Subject Property



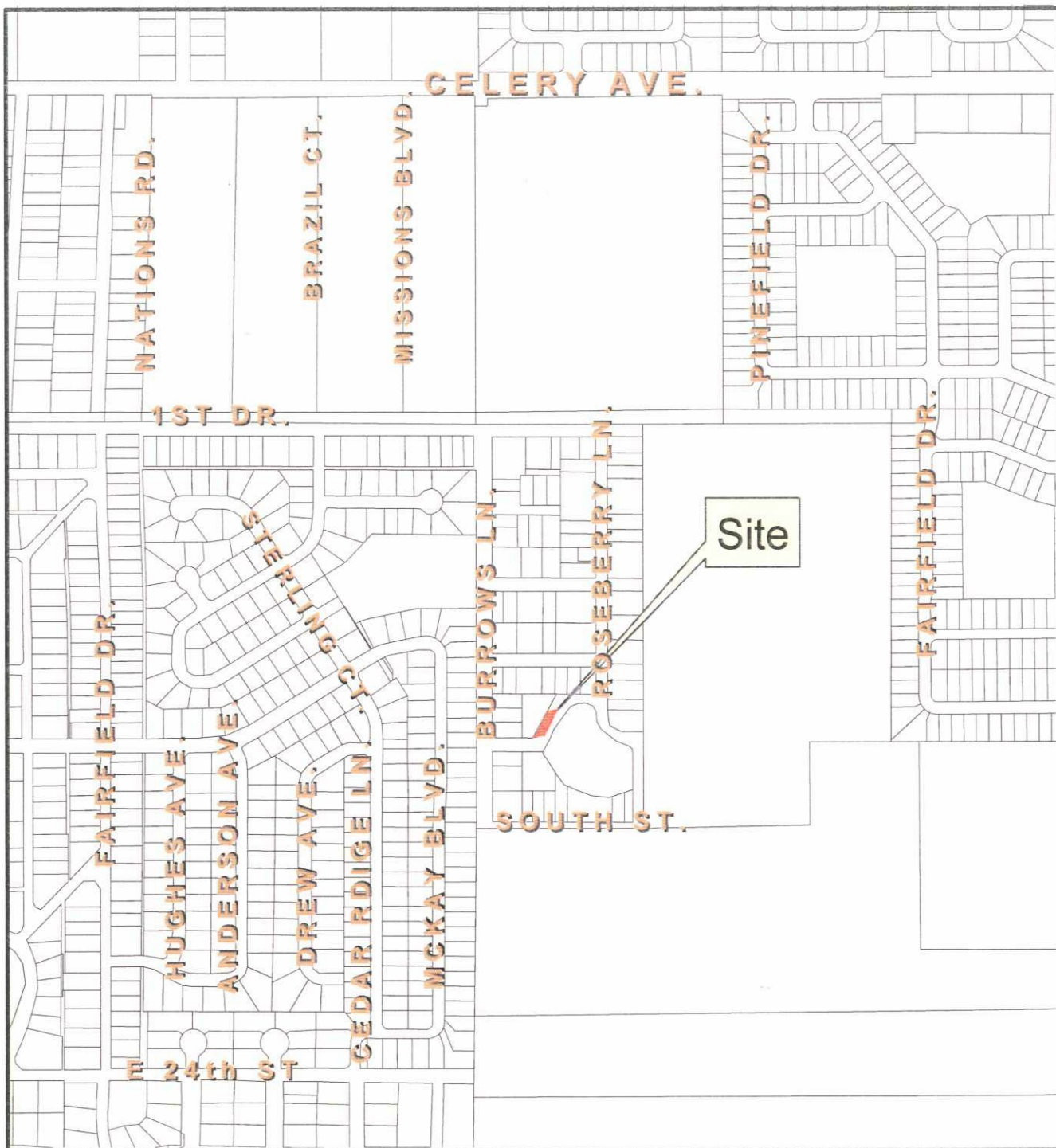
January 2006 Color Aerials



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Hughey Ave Right-of-Way Vacate

EXHIBIT A



Hughey Ave
Right-of-Way Vacate



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: James Dicks Development Trepanier W. Lake Mary Blvd. Property (A.K.A L&L Acres)LSLUA and Rezone

DEPARTMENT: Planning and Development**DIVISION:** Planning

AUTHORIZED BY:

CONTACT: Tina Williamson

EXT:

Agenda Date: 03/13/2007

☐ Briefing

☐ Consent

☐ Regular

☐ Special Public Hearing

☐ Work Session

☒ Public Hearing - 1:30

☐ Public Hearing - 7:00

MOTION/RECOMMENDATION:

1. TRANSMIT the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, subject to the Preliminary Master Plan and Development Order, based on staff findings (Canin Associates, Ronald Manley, applicant); or

2. DENY the requested Large Scale Future Land Use Amendment and rezone of 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, from Suburban Estates (SE) to Planned Development (PD); and from A-1 (Agriculture) to PUD (Planned Unit Development)and authorize the Chairman to execute the Denial Development Order (Canin Associates, Ronald Manley, applicant); or

3. CONTINUE the item to a time and date certain.

(Tina Williamson, Asst. Planning Manager)

District 5 Brenda Carey

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezoning of 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, from Suburban Estates (SE) to Planned Development (PD); and from A-1 (Agriculture) to PUD (Planned Unit Development).

The proposed use is 130 single-family lots at a maximum density of 1.4 dwelling units per net buildable acre. The proposed lot sizes will range from 1-acre or larger adjacent to the A-1 zoning along the west property line to a minimum of 8,400 square feet adjacent to the retail and condominiums in the Oakmonte PUD along the east property line. The property is proposed to be developed in a maximum of three phases.

STAFF RECOMMENDATION:

STAFF RECOMMENDATION:

Staff recommends TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and approval of the rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, and recommends approval of the Preliminary Master Plan and Development Order.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

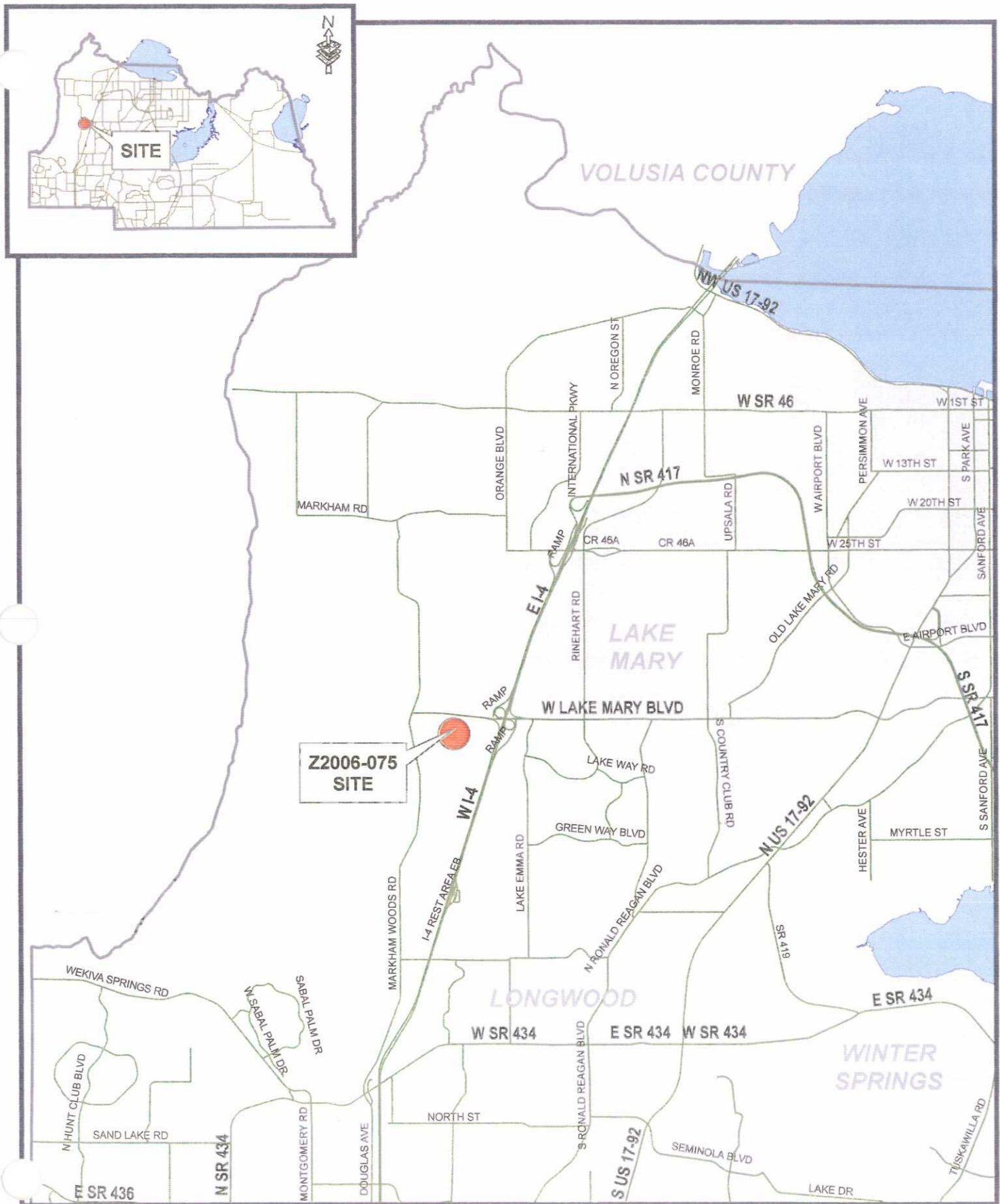
The Planning and Zoning Commission met on February 7, 2007 and voted 4 to 0 to recommend TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and approval of the rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, and approval of the Preliminary Master Plan and Development Order, based on staff findings and subject to the following additional conditions:

1. The maintenance shed cannot be located on the south end of the property
2. The six-acre parcel bounded by Markham Woods Road, Lake Mary Boulevard and Rice Lake is limited to one dwelling unit and it shall be the only dwelling unit that is allowed to have access to Rice Lake. Access to Rice Lake from any other part of the development is prohibited.
3. Canals connecting the future retention ponds to the existing lakes are prohibited.
4. The proposed retention ponds cannot negatively impact the existing lakes in any way.

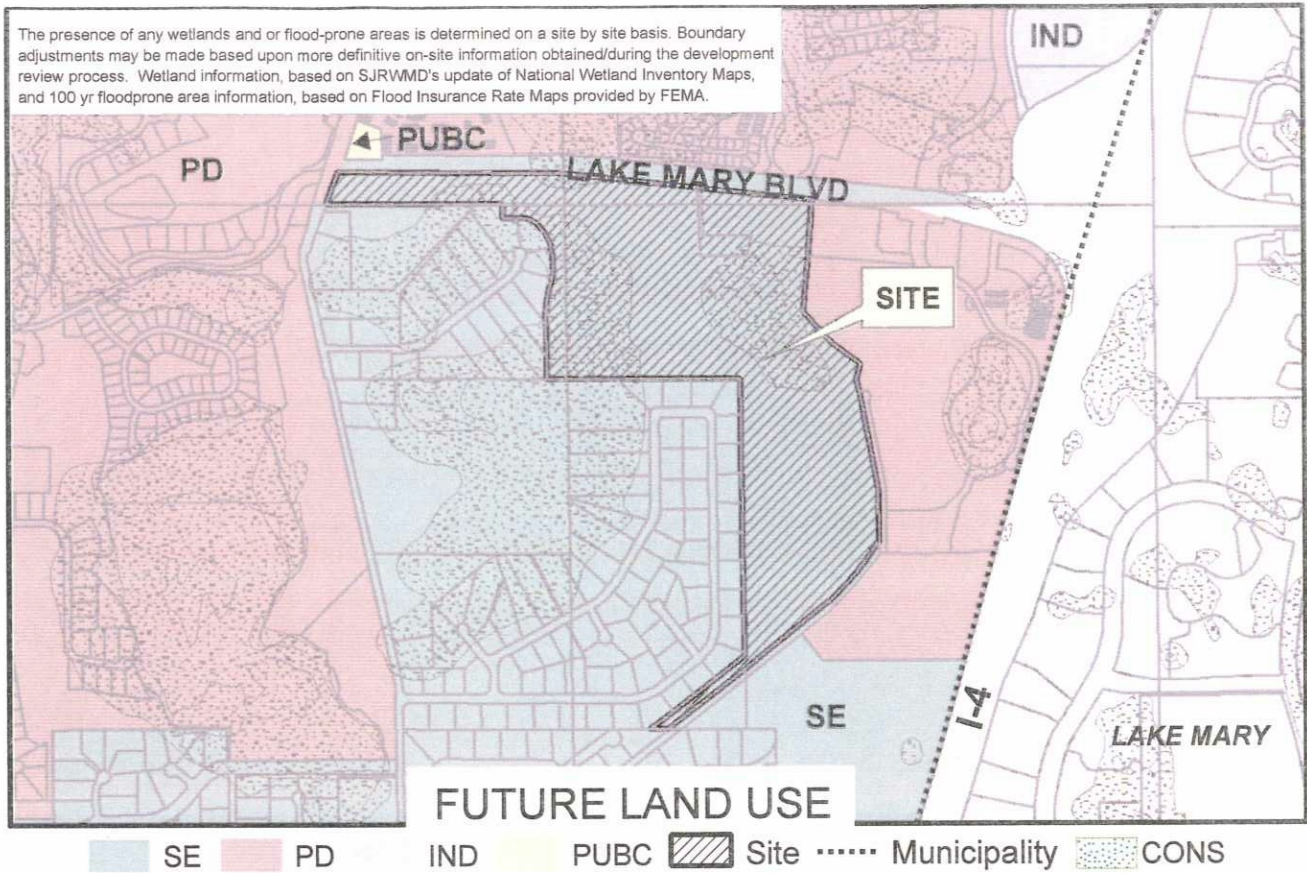
ATTACHMENTS:

1. jdicks maps_001.pdf
2. James Dicks Staff Analysis.DOC
3. James Dicks Approval DO.DOC
4. James Dicks Denial DO.DOC
5. jdicks prelim mstr pl_001.pdf
6. jdicks ap statement_001.pdf
7. jdicks schools_001.pdf
8. jdicks letters_001.pdf
9. premiere trade - I & I acres minutes.doc
10. 46-2007 L&L Acres aerial.pdf

11. 46-2007 L&L Acres FLU zoning map.pdf
12. 46-2007 L&L Acres location.pdf
13. 46-2007 L&L Acres site plan.pdf

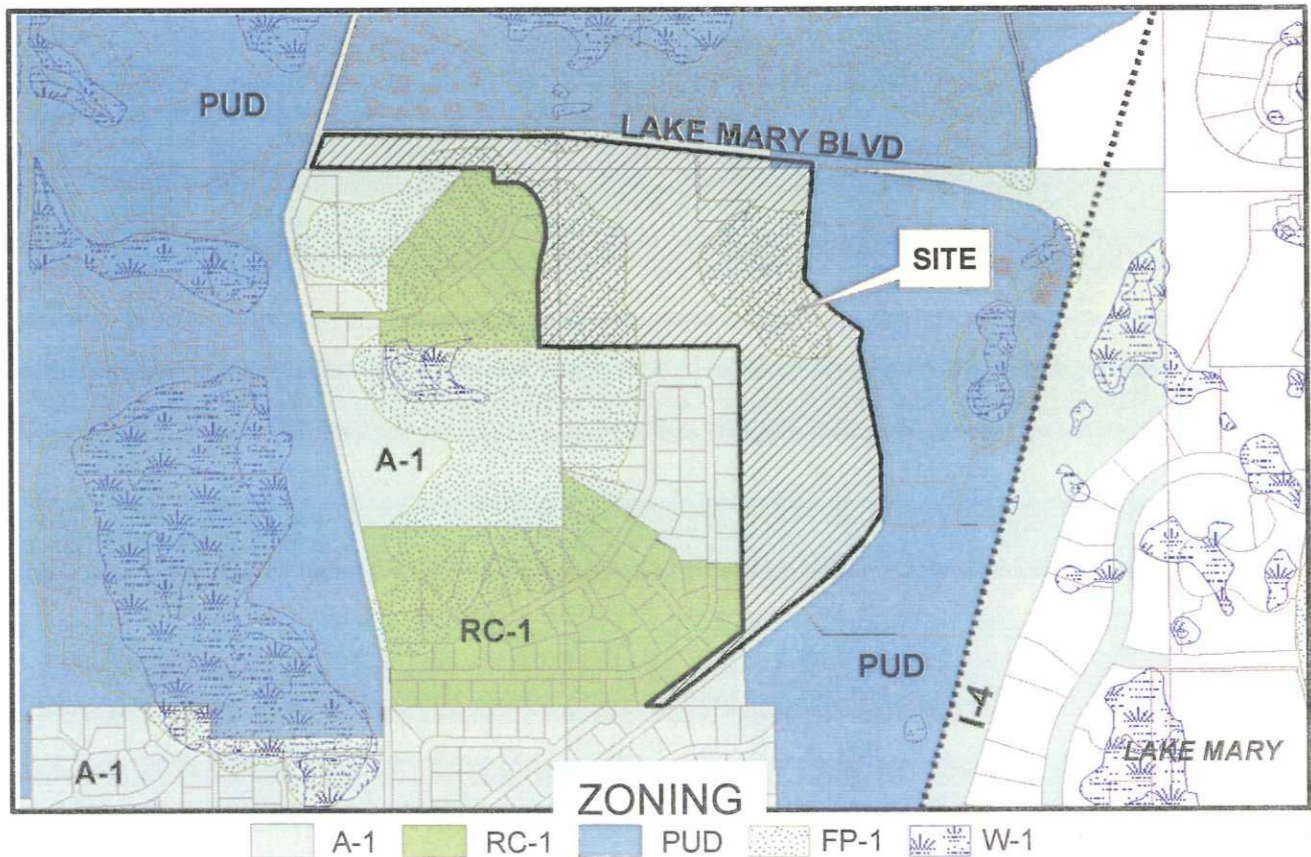


The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Ronald Manley
 Physical STR: 11-20-29 & 13-20-29
 Gross Acres: 116.74 +/- BCC District: 5
 Existing Use: Agricultural Grazing Land and Single-Family
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	07S.FLU01	SE	PD
Zoning	Z2006-075	A-1	PUD





FLU No: 07S.FLU01
 From: SE To: PD
 Rezone No: Z2006-075
 From: A-1 To: PUD

 Parcel
 Subject Property



Winter 2006 Color Aerials

APPLICANT	Canin Associates, Ronald Manley, applicant	
PROPERTY OWNER	Lois Mae Paulucci Revocable Trust	
REQUEST	LSLUA from SE to PD and Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)	
PROPERTY SIZE	116.74 ± acres	
HEARING DATE (S)	P&Z: February 7, 2007	BCC: March 13, 2007 (Transmittal) June 12, 2007 (Adoption)
PARCEL ID	13-20-29-300-0020-0000, 13-20-29-300-002A-0000, 11-20-29-300-007A-0000	
LOCATION	Located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2006-75	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing 130 single-family lots at a maximum density of 1.4 dwelling units per net buildable acre.

ANALYSIS OVERVIEW:

The applicant is proposing a Large Scale Future Land Use Amendment from Suburban Estates (1 dwelling unit per net buildable acre) to Planned Development. The Planned Development future land use (FLU) designation provides for a variety of land uses and intensities within a development site to: preserve conservation areas above and beyond Land Development Code requirements, reduce public investment in provision of services, to encourage flexible and creative site design and provide sites for schools, recreation and other public facilities which provide an areawide benefit to the community. The specific uses defined in the Vision 2020 Comprehensive Plan include residential developments with a range of unit types and densities, which the proposed project is consistent with.

The Comprehensive Plan also requires that PUD (Planned Unit Development) and PCD (Planned Commercial Development) zonings within the Planned Development land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks,

lighting and building heights, to ensure compatibility with adjacent uses.

Staff has reviewed the proposed Preliminary Master Plan and has determined that it is consistent with the provisions of the Comprehensive Plan and the Land Development Code, if subject to the conditions in the attached Development Order.

Permitted & Special Exception Uses

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Permitted Uses	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Single-family residential, home office, home occupation.
Special Exception Uses	Special Exception such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	N/A
Minimum Lot Size	1-Acre	8,400 sq. ft.

Consistency with the Vision 2020 Comprehensive Plan:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in a transitional area between existing subdivisions with a minimum lot size of 1-acre to the west and the commercial, office, retail and condominium uses in the Oakmonte PUD to the east.

Staff finds that the character of the area has not changed enough to warrant a substantial density increase other than 1 dwelling unit per net buildable acre. However, the character change created by transitioning of commercial, office and condominiums on the east to 1-acre lots on the west does warrant special consideration for a FLU designation that serves as a transition between the different densities and intensities. Staff finds that the proposed 1.4 dwelling units per net buildable acre and transitioning lot sizes achieves this.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

Staff Evaluation

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The subject property is in the Wekiva Study Area. Demonstration of compliance with the Study Area regulations will be required at the time of Final Master Plan approval in order to proceed.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

Policy FLU 2.11: Determination of Compatibility in the Planned Unit Development Zoning Classification states that the County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case by case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structures approved with a PUD or PCD zoning classification.

The subject property is located in a transitional area between existing subdivisions with a minimum lot size of 1-acre to the west and the retail and condominium uses in the Oakmonte PUD to the east. The Vision 2020 Comprehensive Plan Objective FLU 2 requires the County to ensure the long term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

Staff finds that the proposed Preliminary Master Plan demonstrates a compatible transition between the existing land uses by providing 1-acre lots along the west property line, which are adjacent to existing 1-acre lots and providing smaller lot sizes along the east property line, which are adjacent to commercial, retail, office and multi-family uses, while maintaining a density of 1.4 dwelling units per net buildable acre.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

Staff Evaluation

The proposed Preliminary Master Plan does not provide sites for public facilities or facility improvements in excess of Land Development Code requirements.

2. Dedications or contributions in excess of Land Development Code requirements

Staff Evaluation

The proposed Preliminary Master Plan does not indicate any dedications or contributions in excess of Land Development Code requirements that would further the public interest.

3. Affordable housing

Staff Evaluation

The proposed development does not provide for affordable housing.

4. Economic development

Staff Evaluation

The application is strictly for a residential product and the applicant has not provided an economic analysis or other data demonstrating that the proposed development will generate economic development.

5. Reduction in transportation impacts on area-wide roads

Staff Evaluation

The applicant has not submitted a traffic study, or other data, demonstrating that traffic impacts on area-wide roads will be reduced.

6. Mass transit

Staff Evaluation

No mass transit facilities are proposed as part of this application.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses (see attached table) in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is located in a transitional area between properties with Suburban Estates (one dwelling unit per net buildable acre) Future Land Use to the west and a PUD with Planned Development Future Land Use, consisting of a mix of commercial, office and multi-family uses to the east. The proposed Large Scale Future Land Use Amendment to Planned Development (PD) is equivalent to Suburban Estates Future Land Use along the west property line and transitions to smaller lot sizes equivalent to Low Density Residential (four dwelling units per net buildable acre) Future Land Use as it approaches the east. The proposed overall (aggregate) net density of 1.4 dwelling units per acre achieves transition, while maintaining the established character of the area.

Exhibit FLU: Appropriate Transitional Land Uses states that Suburban Estates and Low Density Residential are compatible transitional land uses. It also states that Low Density Residential and Commercial can be compatible transitional uses with sensitive site design. Staff finds that the proposed Future Land Use Amendment to PD and associated rezone to PUD are compatible with the adjacent land uses, subject to the conditions contained in the attached Development Order.

SITE ANALYSIS:

Environmental Impacts

Floodplain Impacts:

Based on FIRM maps 12117C0020E and 12117C0040E, with an effective date of April 17, 1995, there appears to be 18± acres of floodzone AE (100 year floodplain) and 15± acres

of floodzone A (100 year floodplain) on the subject property. A larger area is floodprone per preliminary updated DFIRMs. There is a recently submitted LOMC (letter of map change) for the vicinity of this property that may reduce the amount of floodplain for portions of the site. The developer will have to comply with the Seminole County land development regulations for floodprone areas at the time of Final Engineering.

Wetland Impacts:

Based on the Preliminary Master Plan submitted and Seminole County wetland map analysis, a portion of the property (15 ± acres) contains wetlands. Compliance with the Land Development Code regarding development within and around wetland areas is required at the time of Final Engineering.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to Final Engineering approval.

Public Facility Impacts

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Zoning (A-1)*	Proposed Development (130 Lot PUD)	Net Impact
Water (GPD)	40,600	45,500	4,900
Sewer (GPD)	34,800	39,000	4,200
Traffic (ADT)	1,604	1,738	134

Utilities:

The site is located in the Northwest utility service area, and will be required to connect to public utilities. There is a 16-inch water main on the north side of Lake Mary Boulevard and a 10-inch force main on the north side of Lake Mary Boulevard. There is also a 16-inch reclaimed water main on the north side of Lake Mary Boulevard that the project will be required to connect to. Approval of the proposed water service utility plan is required prior to the approval of final engineering plans.

Transportation / Traffic:

The property proposes access onto Lake Mary Boulevard which is classified as a collector roadway. Lake Mary Boulevard is currently operating at a level-of-service "A" and does not have any improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis regarding impacts resulting from recently platted residential developments that are zoned for the same schools as the subject property, but are not yet included in the school capacity numbers. This analysis is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #36, which is located at 6200 Lake Mary Boulevard. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Little Wekiva and Soldiers Creek drainage basins, and has limited downstream capacity. Based on preliminary review, the site will have to be designed to hold the 100 year/24 hour storm event. A detailed drainage analysis will be required at the time of Final Engineering.

Parks, Recreation and Open Space:

In accordance with Section 30.451 of the Land Development Code, the applicant will be required to provide twenty-five (25) percent of the site in useable open space (29.19± acres) dedicated to the homeowner association. Per Section 30.1344 (e), the useable open space may include landscape buffers, recreational areas accessible to all residents, as well as the preservation of floodplain areas, wetlands and other natural resources. The applicant is proposing a clubhouse/pool area as a recreational amenity on the east side of the property. The location and amenities associated with the useable open space will be determined at the time of Final Master Plan approval.

Buffers and Sidewalks:

At time of development, a 5-foot wide sidewalk is required to be installed along the property frontage on Lake Mary Boulevard and a pedestrian access must be provided

to the Seminole Wekiva Trail.

The following buffer and setback requirements, contained in the attached Development Order, shall apply to the external property boundaries:

1. North Property Line (adjacent to Lake Mary Boulevard): Shall contain a 6' brick wall and a 20' landscape buffer and must comply with the Lake Mary Boulevard Gateway Corridor Overlay Standards, which includes the following:
 - a. a minimum 50' building setback from the Lake Mary Boulevard ROW line, and
 - b. a landscape buffer of at least 20' in width planted with live oaks, of four (4) inch diameter at breast height (dbh) at planting, along a line ten (10) feet back from the right-of-way line. The trees shall be planted every forty (40) feet and staggered so as to be midway between the live oaks planted in the adjacent right-of-way. A minimum of four (4) sub-canopy trees per one hundred (100) feet of road frontage shall be planted in and about access points and intersections.
2. West Property Line (adjacent to existing 1-acre lots): Minimum 25' building setback with a 15' landscape buffer in a tract, containing at a minimum 4 canopy trees (minimum 2.5" caliper with an average of 3") per 100 linear feet of buffer.
3. East/South Property Lines (adjacent to the Seminole Wekiva Trail and commercial): An Active Buffer/Setback in compliance with Section 30.1232 SCLDC shall apply, which will include the following:
 - a. A minimum 30' building setback from the PUD boundary for accessory structures and pool screen enclosures and a minimum 40' building setback from the PUD boundary for principal structures.
 - b. A 25' landscape buffer containing a minimum 6' brick or masonry wall and a minimum of 8 canopy trees (minimum 2.5" caliper with an average of 3") and 4 sub-canopy trees per 100 linear feet of buffer. The wall is required to be staggered and placed on the inner edge of the 25' buffer adjacent to the proposed lots and the landscaping is required to be planted on the outer edge of the buffer, adjacent to the trail, in order to provide a visual amenity for the Trail and buffer the proposed lots from the adjacent commercial uses. A break in the wall shall be provided in the clubhouse tract to allow pedestrian access from the proposed development to the Trail.
 - c. If the existing lakes adjacent to the east property line remain post-development, a break may be provided in the wall to allow the lakes to serve as a buffer and a visual amenity for the Trail.

All other internal setbacks for the individual subdivision phases will be determined at the time of Final Master Plan approval.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant running the County Fiscal Impact Analysis Model. _

Special Districts

The subject property is located within the Lake Mary Boulevard Gateway Corridor Overlay District and the Wekiva Study Area. Demonstration of Compliance with the requirements of both of these districts will be required at the time of Final Master Plan approval.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU 1.2: Flood Plain Protection

Policy FLU 1.3: Wetlands Protection

Policy FLU 2.1: Subdivision Standards

Policy FLU 2.5: Transitional Land Uses

Policy FLU 2.11: Determination of Compatibility in the Planned Unit Development District

FLU Exhibit 2: Appropriate Transitional Land Uses

Policy CON 3.7: Open Space Regulations

Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notice was sent to the Seminole County School District and the City of Lake Mary on January 16, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received several letters of support and opposition, which are attached.

STAFF RECOMMENDATION:

Staff recommends TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and approval of the rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

for 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, and recommends approval of the Preliminary Master Plan and Development Order.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on February 7, 2007 and voted 4 to 0 to recommend TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and approval of the rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 116.74± acres, located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard, and approval of the Preliminary Master Plan and Development Order, based on staff findings and subject to the following additional conditions:

1. The maintenance shed cannot be located on the south end of the property;
2. The six-acre parcel bounded by Markham Woods Road, Lake Mary Boulevard and Rice Lake is limited to one dwelling unit and it shall be the only dwelling unit that is allowed to have access to Rice Lake. Access to Rice Lake from any other part of the development is prohibited.
3. Canals connecting the future retention ponds to the existing lakes are prohibited.
4. The proposed retention ponds cannot negatively impact the existing lakes in any way.

**SEMINOLE COUNTY APPROVAL DEVELOPMENT
ORDER**

On June 12, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Lois Mae Paulucci Revocable Trust
201 W. First Street
Sanford, FL 32771

Project Name: James Dicks Development/Trepanier West Lake Mary Blvd. Property (A.K.A. L&L Acres) PUD

Requested Development Approval:

Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Tina Williamson, Assistant Planning Manager
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. All development shall comply with the Preliminary Master Plan attached as Exhibit B, except that the access to the site shall be relocated to line up with the traffic light at Heathrow Boulevard, unless the developer provides a traffic study prior to Final Master Plan approval demonstrating that it is safe, as determined by the Development Review Manager, to have it located where shown on the plan.
- b. The parcel bounded by Markham Woods Road, Lake Mary Boulevard and Rice Lake shall be a minimum of 6 acres in size and shall be the only lot permitted to have horses. The horses must be kept inside the tract and cannot be ridden on any of the internal subdivision streets or in any common areas.
- c. The six-acre parcel bounded by Markham Woods Road, Lake Mary Boulevard and Rice Lake is limited to one dwelling unit. This shall be the only lot that is allowed to have access to Rice Lake. Access to Rice Lake from any other part of the development is prohibited.
- d. The maximum density shall not exceed 1.4 dwelling units per net buildable acre, up to a maximum of 130 dwelling units.
- e. The maximum building height shall be two stories, not to exceed 35'.
- f. The minimum lot size shall be 8,400 square feet.
- g. Permitted uses shall be single-family detached dwellings, home offices, home occupations and customary recreational facilities for the use of the residents.
- h. All landscape buffers and common areas shall be maintained by a homeowners association.
- i. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development, including the Seminole Wekiva Trail.
- j. The project is allowed to be developed in a maximum of three phases. A minimum of 25% useable open space shall be provided for the entire PUD. The location of and the amenities associated with the open space shall be provided at the time of Final Master Plan, however, the developer is required to provide a pool/clubhouse facility as part of the open space amenities.
- k. Upon assuming title to the property, the developer (and the Homeowner Association as

successor in interest) shall be responsible for the installation, irrigation and maintenance of any landscaping south of the curb of Lake Mary Boulevard from the eastern border of the property to Markham Woods Road.

- l. Upon assuming title to the property, the developer (and the Homeowner Association as successor in interest) shall equally share the cost with the Heathrow Master Association, for the installation, irrigation and maintenance of any landscaping in the median of Lake Mary Boulevard from the eastern border of the property to Markham Woods Road.
- m. The developer shall be responsible for the cost and construction of the left turn lane in the median of westbound Lake Mary Boulevard at the entrance to the property and any repair to the landscaping and irrigation at that site.
- n. The internal lot setbacks (principal and accessory structures) for each individual subdivision phase shall be determined at the time of Final Master Plan, except as stated otherwise herein.
- o. The following setback and buffer standards shall apply to the external property boundary of the entire PUD:
 1. North Property Line (adjacent to Lake Mary Boulevard): Shall contain a 6' brick wall and a 20' landscape buffer and must otherwise comply with the Lake Mary Boulevard Gateway Corridor Overlay Standards of the Seminole County Land Development Code.
 2. West Property Line (adjacent to existing 1-acre lots): Minimum 25' building setback with a 15' landscape buffer in a tract, containing at a minimum 4 canopy trees (minimum 2.5" caliper with an average of 3") per 100 linear feet of buffer.
 3. East/South Property Lines (adjacent to Seminole Wekiva Trail and commercial): An Active Buffer/Setback in compliance with Section 30.1232 SCLDC shall apply, which will include the following:
 - i. A minimum 30' building setback from the PUD boundary for accessory structures and pool screen enclosures and a minimum 40' building setback from the PUD boundary for principal structures.
 - ii. A 25' landscape buffer containing a minimum 6' brick or masonry wall and a minimum of 8 canopy trees (minimum 2.5" caliper with an average of 3") and 4 sub-canopy trees per 100 linear feet of buffer. The wall must be staggered and placed on the inner edge of the 25' buffer adjacent to the proposed lots and the landscaping is required to be planted on the outer edge of the buffer, adjacent to the Trail, in order to provide a visual amenity for the trail and buffer the proposed lots from the adjacent commercial uses. A break in the wall shall be provided in the clubhouse tract to allow pedestrian access from the proposed development to the Trail as depicted on the Preliminary Master Plan.
 - iii. If the existing lakes adjacent to the east property line remain post-development, a break may be provided in the wall to allow the lakes to serve as a buffer and a visual amenity for the Trail.

- (4) This Development Order touches and concerns the aforescribed property and the

FILE # Z2006-075

DEVELOPMENT ORDER # 06-23000002

conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Lois Mae Paulucci Revocable Trust, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Larry W. Nelson, Co-Managing Trustee

Witness

STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Larry W. Nelson who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A**DESCRIPTION****SUBJECT PROPERTY ALSO DESCRIBED AS:**

A tract of land being a portion of Sections 11, 12, 13 and 14, Township 20 South, Range 29 East, Seminole County, Florida being more particularly described as follows:

Commence at the Northwest corner of Section 13, Township 20 South, Range 29 East; thence North 89°36' 50" East along the North line of Section 13 for a distance of 194.68 feet; thence North 00°23' 10" West for a distance of 187.67 feet to a point on the South Right-of-Way of Lake Mary Boulevard and the POINT OF BEGINNING; thence South 84°05'23" East, along the South Right-of-Way of Lake Mary Boulevard a distance of 1677.21 feet to a point on the West boundary of Oakmonte Park, Plat Book 53, Page 75, Public Records of Seminole County, Florida; thence along said boundary South 04°45'41" West, a distance of 841.14 feet; thence South 42°22'34" East, a distance of 302.61 feet; thence South 54°17'27" East, a distance of 285.07 feet; thence South 14°33'59" West, a distance of 120.94 feet; thence South 11°05'27" East, a distance of 834.68 feet; thence South 00°18'48" East, a distance of 409.04 feet to a point on the Northwesterly Right-of-Way of the S.C.L. Railroad (Tribly Branch) and a point on a curve concave northwesterly having a tangent bearing of South 29°41'21" West and a radius of 1,884.80 feet; thence run southwesterly along the arc of said curve through a central angle of 22°31'39" for a distance of 741.07 feet to the Point of tangency; thence South 52°13'55" West, a distance of 676.10 feet; thence South 52°12' 07" West a distance of 695.77 feet; thence South 89°07'19" West, a distance of 133.05 feet; thence North 52°14'22" East, along the Southeasterly boundary of Ravensbrook First Addition, Plat Book 16, Page 30, Public Records of Seminole County, Florida a distance of 861.34 feet; thence continuing along said plat boundary North 00°10'31" West, a distance of 529.80 feet to the Northeast corner of said Plat; thence North 00°26'21" West along the East line of Ravensbrook Second Addition, Plat Book 25, Page 55, Public Records of Seminole County, Florida a distance of 258.15 feet to a point on the North line of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 29 East; thence North 00°13'47" West, a distance of 1,325.05 feet; to the Northeast corner of the aforesaid plat thence South 89°56'58" West, a distance of 1,322.70 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 13, Township 20, Range 29 East; thence North 89°36'19" West, a distance of 124.70 feet to the Southeast corner of Isle of Windsor, Plat Book 15, Page 91, Public Records of Seminole County, Florida; thence along the East line of said plat North 00°25'55" West, a distance of 528.96 feet; thence North 07°11'07" East, a distance of 129.27 feet to the centerline of an existing canal; thence along the centerline of said canal the following eight (8) meandered courses: North 20°43'58" East, a distance of 83.73 feet; thence North 11°35'00" East, a distance of 126.59 feet; thence North 11°03'53" West, a distance of 126.16 feet; thence North 18°07'51" West, a distance of 104.80 feet; thence North 37°06'49" West, a distance of 100.50 feet; thence North 54°21'37" West, a distance of 65.61 feet; thence North 71°53'38" West, a distance of 65.61 feet; thence North 89°46'38" West, a distance of 150.00 feet; thence departing said canal North 00°18'47" West, a distance of 95.00 feet to a point on the North line of Section 11, Township 20 South, Range 29 East; thence North 89°46'38" West along said Section line to the East Right-of-Way of Markham Road a distance of 1,419.10 feet; thence North 17°46'24" East along said Right-of-Way a distance of 208.67 feet to the South Right-of-Way of Lake Mary Boulevard; thence North 89°53'23" East along said Right-of-Way a distance of 1,586.53 feet to a Point of Curvature of a curve concave Southerly having a radius of 3,758.33 feet; thence run Easterly along the arc of said curve through a central angle of 06°01'14" for a distance of 394.92 feet to the POINT OF BEGINNING

Containing 116.74 acres, more or less.

FILE # Z2006-075

DEVELOPMENT ORDER # 06-23000002

FILE # Z2006-075

DEVELOPMENT ORDER # 06-23000002

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 12, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: Lois Mae Paulucci Revocable Trust
201 W. First Street
Sanford, FL 32771

Project Name: James Dicks Development/Trepanier West Lake Mary Blvd. Property (A.K.A. L&L Acres) PUD

Requested Development Approval:

Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "James Dicks Development/Trepanier West Lake Mary Blvd. Property (A.K.A. L&L Acres) Large Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD); and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)" and all evidence submitted at the public hearing on June 12, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval 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: _____
Carlton D. Henley, Chairman

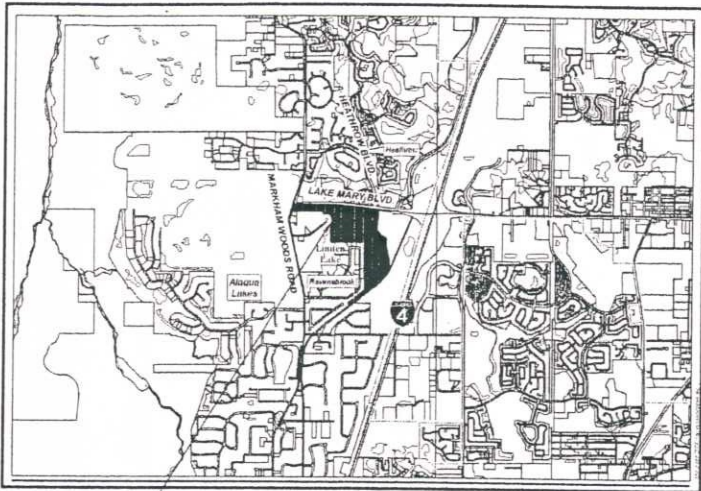
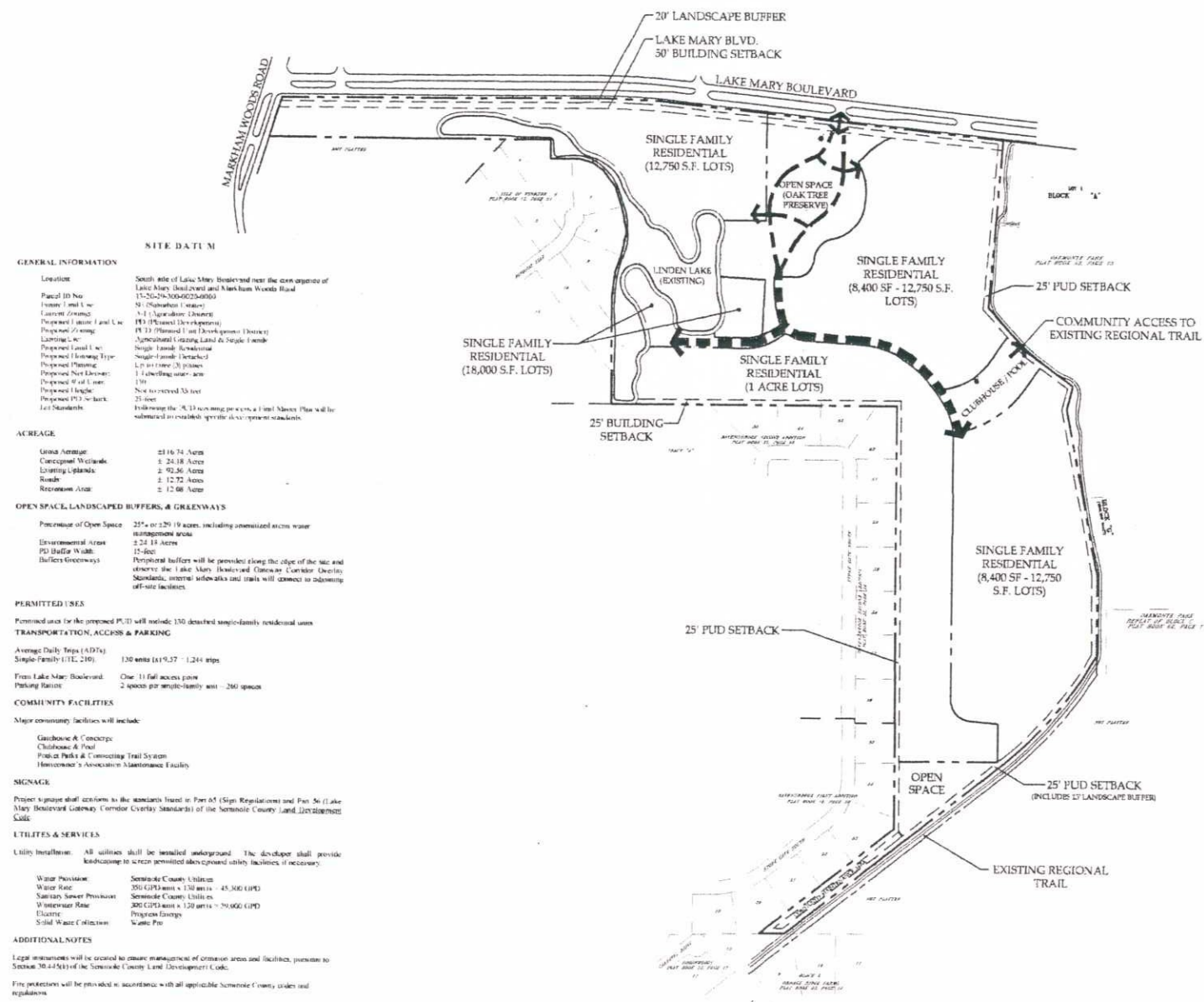
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Containing 116.74 acres, more or less.

PREMIERETRADE WEST LAKE MARY BOULEVARD PROPERTY



LOCATION MAP

SITE

SITE DATA

GENERAL INFORMATION

Location: South side of Lake Mary Boulevard near the corner of Markham Woods Road

Parcel ID No: 15-20-24-300-0020-0000

Owner: 15-20-24-300-0020-0000

Current Zoning: N-1 (Neighborhood Commercial)

Proposed Zoning: PUD (Planned Development)

Proposed Use: Single-Family Residential

Proposed Lot Size: 12,750 S.F. (1 Acre)

Proposed Building Type: Single-Family Detached

Proposed Planning: 1.0 dwelling unit per acre

Proposed Setback: 25 feet

Proposed Height: 20 feet

Proposed PUD Setback: 25 feet

Set Standards: Following the 15, 13, 11, 9, 7, 5, 3, 1, 0.5, 0.25, 0.125, 0.0625, 0.03125, 0.015625, 0.0078125, 0.00390625, 0.001953125, 0.0009765625, 0.00048828125, 0.000244140625, 0.0001220703125, 0.00006103515625, 0.000030517578125, 0.0000152587890625, 0.00000762939453125, 0.000003814697265625, 0.0000019073486328125, 0.00000095367431640625, 0.000000476837158203125, 0.0000002384185791015625, 0.00000011920928955078125, 0.000000059604644775390625, 0.0000000298023223876953125, 0.00000001490116119384765625, 0.000000007450580596923828125, 0.0000000037252902984619140625, 0.00000000186264514923095703125, 0.000000000931322574615478515625, 0.0000000004656612873077392578125, 0.00000000023283064365386962890625, 0.000000000116415321826934814453125, 0.0000000000582076609134674072265625, 0.00000000002910383045673370361328125, 0.000000000014551915228366851806640625, 0.0000000000072759576141834259033203125, 0.00000000000363797880709171295166015625, 0.000000000001818989403545856475830078125, 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LARGE-SCALE FUTURE LAND USE AMENDMENT & REZONING AMENDMENT JUSTIFICATION STATEMENT

SEMINOLE COUNTY APPLICATION

PremiereTrade Lake Mary Boulevard Property

CA Job No. 206068

Parcel ID Nos. 13-20-29-300-0020-0000 & 13-20-29-300-002A-0000

INTRODUCTION

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendment to respectively change the future land use (FLU) and zoning designations of the ±116.74-acre subject property from SE (Suburban Estates) to PD (Planned Development) and A-1 (Agriculture District) to PUD (Planned Unit Development District). With the following Project Justification Narrative, we submit the request is consistent with the Seminole County Vision 2020 Comprehensive Plan and compatible with the surrounding development patterns.

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

The property is located on the south side of Lake Mary Boulevard near the convergence of Lake Mary Boulevard and Markham Woods Road, as shown in Exhibit 1, Neighborhood Aerial) and Exhibit 2, Site Aerial. As previously stated, the site has a current FLU designation of SE, which allows up to one unit per acre and is compatibly zoned A-1, which allows agricultural uses, as well as residential units at a maximum density of one unit per acre. Exhibit 3, Future Land Use, and Exhibit 4, Existing Zoning, respectively depict the site's existing FLU and zoning by comparison to the surrounding area, as shown below in Table 1, Surrounding FLU & Zoning. By contrast, Exhibit 6, Proposed Future Land Use and Exhibit 7, Proposed Zoning, respectively depict the proposed future land use and zoning designations that formulate the basis of this request.

Table 1
Surrounding FLU & Zoning

Direction	Future Land Use	Zoning	Existing Land Use
North	Public/PD	PUD	Fire Station, Multi-Family, Single-Family & Conservation Area
South	SE	A-1/PUD	Single-Family & Vacant
East	PD	PUD	Vacant, Shoppes At Oakmont Commercial
West	SE/PD	A-1/PUD/RC-1	Single-Family, Vacant & Conservation Area

The current SE and A-1 designations are incompatible with the intended development program of the L&L Acres Property, which proposes single-family detached units on lot sizes ranging from 8,400 square feet to one acre. To achieve this program, the site's future land use and zoning must be amended to allow the establishment of a synergistic development that will effectively assimilate into the surrounding community of established single-family and commercial uses. Exhibit 8, Existing Land Use, presents the distribution of uses surrounding the property.

The following text details the intent and purpose of the requested PD FLU and PUD zoning, as respectively described in the Seminole County Vision 2020 Comprehensive Plan and Land Development Code. Based on these policy and code definitions, it is our contention that the proposed development program would be consistent with the Vision 2020 Comprehensive Plan and ultimately comply with the Land Development Code.

SITE DATUM

GENERAL INFORMATION

Location:	South side of Lake Mary Boulevard near the convergence of Lake Mary Boulevard and Markham Woods Road
Parcel ID No:	13-20-29-300-0020-0000
Future Land Use:	SE (Suburban Estates)
Current Zoning:	A-1 (Agriculture District)
Proposed Future Land Use:	PD (Planned Development)
Proposed Zoning:	PUD (Planned Unit Development District)
Existing Use:	Agricultural Grazing Land & Single-Family
Proposed Land Use:	Single-Family Residential
Proposed Housing Type:	Single-Family Detached
Proposed Phasing:	Multiple
Proposed Net Density:	1.4 dwelling units/acre
Proposed # of Units:	130
Proposed Height:	Not to exceed 35 feet
Lot Standards:	Following the PUD rezoning process, a Final Master Plan will be submitted to establish specific development standards.

ACREAGE

Gross Acreage:	±116.74 Acres
Conceptual Wetlands:	± 24.18 Acres
Existing Uplands:	± 92.56 Acres

OPEN SPACE, LANDSCAPED BUFFERS, & GREENWAYS

Percentage of Open Space:	25% or ±29.19 acres, including amenitized storm water management areas
Environmental Areas:	± 24.18 Acres
PD Buffer Width:	25-ft.
Buffers/Greenways:	Peripheral buffers will be provided along the edge of the site and observe the Lake Mary Boulevard Gateway Corridor Overlay Standards; internal sidewalks and trails will connect to adjoining off-site facilities.
Soils:	Exhibit 2, <u>Soils</u> , depicts the soils found on the subject property and arranges the soils according to this infiltration. Group A soils, which comprise the majority of the site, are those that have a high infiltration rate and, when thoroughly wet, have low runoff. Often these soils are deep,

well drained and sandy or gravelly. Group B/D soils, by contrast, have a very slow infiltration rate and high runoff. Group C soils have a permeability that exists between Groups A and D.

PERMITTED USES

Permitted uses for the proposed PUD will include 130 detached single-family residential units.

TRANSPORTATION, ACCESS & PARKING

Average Daily Trips (ADTs):	1,737.9 trips
Single-Family:	130 units (x) 6.02 (ITE, 210) = 783 trips

From Lake Mary Boulevard:	One (1) full access point
Parking Ratios:	2 spaces per single-family unit = 260 spaces

SIGNAGE

Project signage shall conform to the standards listed in Part 65 (Sign Regulations) and Part 56 (Lake Mary Boulevard Gateway Corridor Overlay Standards) of the Seminole County Land Development Code.

UTILITIES & SERVICES

Utility Installation: All utilities shall be installed underground. The developer shall provide landscaping to screen permitted aboveground utility facilities, if necessary.

Water Provision:	Seminole County Utilities
Water Rate:	350 GPD/unit x 130 units = 45,500 GPD
Sanitary Sewer Provision:	Seminole County Utilities
Wastewater Rate:	300 GPD/unit x 130 units = 39,000 GPD
Electric:	Progress Energy
Solid Waste Collection:	Waste Pro

**RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE
SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN**

Planned Development Intent & Purpose

Planned Development FLU provides for a variety of land uses and intensities within a development site to preserve conservation areas above and beyond Land Development Code requirements, reduce public investment in provision of services, to encourage flexible and creative site design and provide sites for schools, recreation and other public facilities which provide an area-wide benefit to the community.

PUD (Planned Unit Development) and PCD (Planned Commercial Development) zonings within the Planned Development land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks, lighting and building heights, to ensure compatibility with adjacent uses. Standard zoning provisions will apply, in addition to the Lake Mary Boulevard Gateway Corridor Overlay standards.

Additionally, architectural details may be considered by the Board of County Commissioners (Board) when determining if a planned development is compatible with the character of the area. Such standards shall include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; and the size and location of service areas. If the proposed plan does not or cannot achieve the desired level of compatibility, as determined by the Board, the Board may deny the rezoning request.

Uses

- a. Mixed use developments (residential and nonresidential uses on the development site);
- b. Residential developments with a range of unit types and densities;
- c. Nonresidential developments (office, commercial, industrial, etc.);
- d. Public elementary schools, public middle schools and public high schools; and
- e. Attendant on-site facilities such as utilities and recreation areas.

Zoning

Zoning classifications allowed in this land use designation are presented in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications. PUD is an allowable zoning category in PD FLU.

Services and Facilities

Service and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual land use designations (residential, office, commercial, industrial, etc.) for uses on the development site (see Exhibit FLU: Services and Facilities By Classification).

Special Provisions

- a. Future Land Use Designation Requires Rezoning: Plan amendments to Planned Development must be accompanied by a rezoning request and preliminary master plan/site plan as provided for in the Land Development Code.
- b. Conservation/Open Space: Planned developments are required to provide protection of conservation areas and open space, and provide recreation and pedestrian circulation as a component of site design.
- c. Minimum Open Space: A minimum of 25 percent (%) of the site must be designated as recreation and common open space areas.

- d. Compatibility with Adjacent Uses: Due to the ability to cluster units and provide for a mixture of uses onsite, planned developments require special consideration of the location, type and size of buffer yards to maximize compatibility with adjacent land uses.
- e. Nonresidential Use Locations: Commercial and other nonresidential uses within mixed use developments are encouraged to be placed in locations that will provide convenient vehicular, pedestrian and bicycle access for residents of the planned development community and will minimize the impact of commercial uses on adjacent and surrounding communities.
- f. Nonresidential Uses in Excess of 10 Percent (%) Discouraged: Nonresidential uses in excess of 10 percent (%) of the site's net acreage are discouraged unless greater nonresidential uses are justified to serve the area. If nonresidential uses are determined to serve a larger area, these uses may be located on external tracts of the site along collector or arterial roadways.
- g. Minimum Size: Mixed use planned developments are required to be a minimum of 10 acres in size in order to effectively design the site for residential and nonresidential uses.
- h. Planned Developments in Sensitive Areas: Planned developments adjacent to the Wekiva and Econlockhatchee Rivers and adjacent wetlands, as well as within the Rural Area of Seminole County, shall be designed to maintain the rural density, intensity and character of these areas, and where permitted, concentrate allowable units on those portions of the development site which are farthest from the surface waters and wetlands, and restrict required open space areas to passive recreational uses.
- i. Development Phasing: Development of the phases of a mixed use development must be timed concurrent with facility capacity to ensure the provision of adequate public services according to adopted standards (see Exhibit FLU: Services and Facilities By Classification) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- j. Access Within the Development: Planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities if developed as a mixed-use development. Sidewalks, cross access easement, connected parking lots, and other similar means of providing full internal access are typical components.
- k. Access to Adjacent Developments: If developed as a mixed use development, planned developments shall provide access for vehicles, bicycles and pedestrians from the mixed use development to adjacent activities for ease of travel and reduction of trips on main thoroughfares. Access to residential neighborhoods shall be designed to prevent cut-through traffic and intrusion of adverse impacts. Design concepts shall include a roadway design for mixed-use areas that does not adversely impact established residential areas.
- l. Shared Facilities: Planned developments are intended to offer advantages of integrated infrastructure (e.g., shared parking, stormwater facilities and signage, etc.) to reduce costs, reduce the provision of excess facilities and improve visual appearance.
- m. Special Services: Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and to offset facility capacity impacts.

Applicable Comprehensive Plan FLU Policies

Vision 20/20—Future Land Use Element- Issue FLU 2 (page FLU-3)

The Exhibit FLU: Future Land Use and Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications defines types, densities and intensities and allowable zoning classifications for all conventional land uses in the County. The Mixed Development, Planned Development and Higher Intensity Planned Development future land use designations (i.e., Target Industry, Core and Transitional and Airport areas) allow for both single use and mixed-use developments. These future land use designations are implemented through numerous Plan policies and land development regulations that address uses, location, timing, services and facilities, density/intensity, phasing, compatibility, and represent one of the County's techniques for discouraging urban sprawl.

The development proposed on the PremiereTrade West Lake Mary Boulevard site discourages Urban Sprawl as it will be processed as a PUD with concentrated development on an infill parcel located between existing neighborhood commercial, multifamily and single-family developments.

Vision 20/20—Future Land Use Element- Issue FLU 3 (page FLU-3)

Future Land Use Map Based On Growth Needs/Build-out The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the County will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and nonresidential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report of the Plan scheduled for 2005.

The proposed development program includes single-family residential lots at an overall net density of 1.4 dwelling unit per acre, which is consistent with the current Suburban Estates FLU. Providing unit diversity will assist Seminole County in dealing with the "shortage of vacant developable land for single-family development, including a source of housing for the aging population segment. The property is an infill tract surrounded by high-density residential, low-density residential and neighborhood-scale commercial developments with a comparable site density to surrounding single-family development. While a percentage of lots will be less than a typical one-acre lot in size, the creation of a planned community that adheres to sensitive site design, transitional buffers and green space, tree preservation, reduced intensities and building heights along the periphery of the development and concentrated development toward the center of the parcel will ensure neighborhood compatibility. As shown in Exhibit 10, Proposed Entry Details, the entrance to the development will be designed and located to preserve a robust stand of mature oaks, as well as comply with the Lake Mary Boulevard Gateway Corridor Overlay Standards to further compatibility of the development with surrounding uses.

Vision 20/20—Future Land Use Element- Issue FLU 4-Urban Sprawl (page FLU-4)

Rule 9J-5.006, FAC, requires that plans of local government's contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land

uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between Plan adoption in 1991 and completion of the County's Evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole County.

This absence of sprawl is due to extensive revisions to the County's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet Department's sprawl tests. In 1991, the Plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series, (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use developments, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

The PremiereTrade West Lake Mary Boulevard property has remained primarily pastureland with only a small portion utilized for large-lot single-family homes. Although the majority of the site remains agricultural, this is an uncharacteristic use of property in an area comprised mostly of Suburban Estates neighborhoods that are built at a density of one dwelling unit per acre. Immediately east of the site are the Shoppes at Oakmont, a neighborhood-scale shopping center, located along Lake Mary Boulevard.

Developing the West Lake Mary Boulevard site as a Single-Family Planned Unit Development with a range of residential densities, would not contribute to sprawl for the following reasons:

- As almost all of the surrounding land is already built-out, development of the site would occur in a responsible manner to ensure adequate transitioning of densities between surrounding and proposed uses.*
- The proposed residential uses on the site would allow for the diversification of densities to compliment lower densities to the west and south, as well as higher densities to the north and east.*
- Development of the property would provide an opportunity for interconnected, pedestrian and user-friendly community consistent with the PD FLU's definition of providing multi-modal access within the development.*

Vision 20/20—Future Land Use Element- Issue FLU 10-Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole County "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;

- Creation of an urban/rural boundary and Plan policies regarding protection of the Rural Area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's Plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide compatibility, accommodate necessary facilities and services and protect the natural environment.

Development will be concentrated on the upland portions of the site to avoid impacts to identified wetland areas shown in Exhibit 5, Environmental Conditions. As an infill site, the property will be developed in a planned, harmonious manner to eliminate sprawl, as explained elsewhere in this justification statement. Accordingly, a range of single-family lot sizes will be provided to meet the future housing and service needs of Seminole County's projected population.

Vision 20/20—Future Land Use Element- Objective 2-Protection of Residential Neighborhoods (page FLU-16)

The County shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

In order achieve compatibility with surrounding neighborhoods, planning on the PremiereTrade West Lake Mary Boulevard site will involve transitioning development intensities from higher density residential development at the north, east and center of the site to lower residential densities along the southern and western periphery.

Vision 20/20—Future Land Use Element- Policy 2.1-Subdivision Standards (page FLU-16)

The County shall maintain the viability of established and future residential neighborhoods by continuing to enforce Land Development Code provisions relating to:

- a. Development within flood prone areas;
- b. Building setbacks and heights;
- c. Roadway buffers;
- d. Landscaping;
- e. Tree preservation;
- f. Signage;
- g. On-site traffic circulation and parking;
- h. Drainage and stormwater management;
- i. Fences, walls and entrance features; and
- j. Maintenance and use of common open space areas through homeowners associations.

The proposed preliminary master plan will comply with all aspects of the Seminole County Land Development Code, including the above stated provisions.

Vision 20/20—Future Land Use Element- Policy 2.3 Roadway Compatibility (page FLU-16)

A The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:

1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize the impacts of future roadway improvements;
2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways; and
4. Enforcing Land Development Code standards providing when and where pedestrian, bicycle and vehicular linkages between abutting residential areas are required to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions shall be designed to serve local residents and discourage through traffic.

Concurrent with the LSFLUA application, Canin Associates is submitting a PD rezoning application and associated Preliminary Master Plan. The aforementioned concerns are addressed in this plan and consequently comply with the Seminole County Land Development Code.

Vision 20/20—Future Land Use Element- Policy 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications (page FLU-19)

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structures approved with a PUD or PCD zoning classification

As previously stated, the Preliminary Master Plan is included in this concurrent LSFLUA and rezoning request to demonstrate buffering, setbacks, density, and ensure compatibility with adjacent uses. Specific development standards will be established in the Final Master Plan to achieve compatibility with surrounding development.

Vision 20/20—Future Land Use Element- Objective 5: Future Land Use Map Foundation: Growth Management Policies for Compatibility, Mixed Use Development and Urban Sprawl (page FLU-22)

The County shall continue to develop and enforce innovative planning techniques and land development regulations designed to protect residential neighborhoods, enhance the economic viability of the community, promote the efficient use of infrastructure, and preserve natural resources. The Future Land Use Map series embodies strategies designed to build long-term community value, discourage urban sprawl and ensure that public facilities and services are provided in the most cost-effective and efficient manner.

Proposed development on the PremiereTrade West Lake Mary Boulevard site will create a "sense of place". Careful consideration has been taken to preserve the environmentally sensitive areas of the site. There are no planned wetland impacts and the lakefront will be largely unobstructed. Walking/hiking trails will be implemented to passive provide pedestrian access to the open space areas. Planned residential uses would be located adjacent to the existing trail system and, active recreational facilities and neighborhood commercial. To maintain compatibility with abutting low-density residential developments, buffers and comparably sized lots will abut the surrounding one-acre estate lots.

Vision 20/20—Future Land Use Element- Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Vision 20/20—Future Land Use Element- Policy 6.1 Development Orders, Permits and Agreements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County, to implement the proposed PUD zoning.

Vision 20/20—Future Land Use Element- Policy 6.2 Concurrency Requirements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the PremiereTrade West Lake Mary Boulevard site. Any additional impact issues will be addressed in the Development Order.

Vision 20/20—Future Land Use Element- Policy 6.3 Infrastructure and Phasing Requirements (page FLU 33)

The County shall require that all development provide services and facilities or phase the development as a condition of approval if development needs precede adopted service and facility plans and Capital Improvements Program and adopted levels of service can be maintained.

Development on the site is expected to occur in several phases. Concurrency issues will be assessed as each separate phase develops.

Vision 20/20—Future Land Use Element- Policy 6.4 Priority for Water and Sewer Services (page FLU 33)

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of a potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Seminole County Utilities currently serves the existing structures on the site and has sufficient capacity to support future development consistent with the proposed program. If it is determined that an additional lift station is needed for the future mixed-use development, the Development Order will address the issue.

Vision 20/20—Future Land Use Element- Policy 6.5 Private Investment Above Land Development Code Regulations (page FLU 33)

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

JUSTIFICATION STATEMENT - REZONING

As stated elsewhere in this report, the subject property is believed to be best suited for residential uses of varying densities, due to its location on Lake Mary Boulevard and surrounding land use patterns. We believe that amending the future land use of the property from Suburban Estates to Planned Development in combination with rezoning it from A-1 to PUD would be consistent and compatible with the aforementioned policies established by the Seminole County Vision 2020 Comprehensive Plan. In addition, a combination PD/PUD application would have a positive effect on the surrounding land use as it would permit creative designs standards and a superior development program that couldn't otherwise be achieved within the base or conventional zoning districts.

CONCLUSION

The requested LSFLUA and zoning amendments are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County has a desire to "maintain the established residential character" of this location, and there is a continuing demand for residential housing of varying types as proposed. In conclusion, we believe this request would be compatible in the described location and thereby consistent with applicable Seminole County planning policies and applicable regulations.



SEMINOLE COUNTY PUBLIC SCHOOLS School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: January 17, 2007

RE: **Premiere Trade (AKA L & L Acres) Large Scale Land Use Amendment and PUD Rezone**

Seminole County Public Schools (SCPS), in reviewing the above rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 108+/- acres located on the south side of Lake Mary Boulevard, between Markham Woods Road and Heathrow Boulevard. The applicant is proposing the construction of 130 single-family dwelling units at a density of approximately 1.4 dwelling units per net buildable acre. Parcel ID #'s 13-20-29-300-0020-0000, 13-20-29-300-002A-0000, 13-20-29-300-007A-0000.

Based on information received from Seminole County Planning and from the Intergovernmental Notice Report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units					
Total # of Units		# of Single-Family Lots		# of Multi-Family Units.	
130		130		0	
Student Generation					
Impacted Schools	Projected Number of Additional Students	Current Capacity	Current Enrollment	Percent Utilization	Students Resulting from Recently Approved Developments
Elementary Heathrow	33	862	1119	129.8	2
Middle Markham Woods	15	1251	852	68.1	0
High Lake Mary	16	2831	2589	91.5	19

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Current Enrollment: The number of students reported on October 10, 2006 (Second FTE reporting date).

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established

the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Projected Number of Additional Students is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:

The students generated at the middle and high school level resulting from the proposed development would at this point be able to be absorbed into the zoned schools without adverse affect. However, the students generated from the new residential dwelling units could not be absorbed into the elementary, without the increased use of relocatable student stations (portables) or significant reduction in level of service at the affected campus. While there are no planned expansions/additions at Heathrow Elementary to relieve their overcrowding, a rezoning of Heathrow Elementary students to Lake Mary Elementary is under consideration. A target of moving 300 students from Heathrow to Lake Mary Elementary beginning in the 2008-09 school year has been established.

Williamson, Tina

From: Blaine Darrah [bdarrah3@cfl.rr.com]
Sent: Tuesday, January 30, 2007 10:28 AM
To: Lockhart, Amy; Williamson, Tina
Subject: Request from Heathrow HOA icw proposed L&L Acres Development

Brenda and Tina-

The following positions are hereby sent to you for your consideration as the L&L Acres Development moves through the Seminole County Approval Process. It is going to the Planning and Zoning Commission on 2/7/07 and then to the BCC.

Rezoning of L&L Acres Property for single family home development - A developer is requesting rezoning of the property (south of Lake Mary Blvd, west of Kinko's, and east of Markham Woods Road) to build 130 single family homes. This would increase the approved residential density from 1 unit per acre to 1.4 units per acre. The preliminary sketches from the developer show homes being constructed facing Lake Mary Blvd and the Shoppes at Oakmonte in the NE portion of the property - moving the "lake" directly across from Heathrow Blvd south and west of the current location.

The Heathrow Town Advisory Council (the elected representatives from our 28 neighborhoods) and the Heathrow Master Board have approved the following:

- a) The entrance to the property should be located where it is proposed by the developer - at the first break in the median WEST of Heathrow Blvd - at the grove of Oak trees where the residential driveway currently exists. The entry should NOT be at the signal intersection of Heathrow Blvd (as suggested by some County Engineers).
- b) If homes are to be constructed next to the Shoppes at Oakmonte east of the water or along Lake Mary Blvd east of the proposed entrance there should be significant screening like shown below (c) east of the entrance. If the "lake" is not moved and homes are not constructed along Lake Mary Blvd east of the entrance then minimal landscaping needs to be added between Lake Mary Blvd and the "lake".
- c) A berm, with hedge, trees, shrubs and a wall similar to the berms near the Heathrow Entrance should be placed along Lake Mary Blvd west of the proposed entrance to Markham Woods Road.

With previous direction of the Master Board, Heathrow Government Affairs has already communicated with Tina Williamson the request for the following sample language to be included in the development order for this project:

- 1) Upon assuming title to the property the developer (and any subsequent Homeowner Association) shall be responsible for the installation, irrigation and maintenance of any landscaping south of the curb of Lake Mary Boulevard from the eastern border of the property to Markham Woods Road.
- 2) Upon assuming title to the property the developer (and any subsequent Homeowner Association) shall share the cost (50/50), with the Heathrow Master Association, for the installation, irrigation and maintenance of any landscaping in the median of Lake Mary Boulevard from the eastern border of the property to Markham Woods Road.
- 3) The developer shall be responsible for the construction of the left turn lane in the median of westbound Lake Mary Boulevard at the entrance to the property and any repair to the landscaping and irrigation at that site.

FYI - in that request we also provided the County Planners the following background information:

The current contract with Girard Environmental Services is \$3800 per year for the maintenance of the south side of Lake Mary Blvd west of Kinko's and \$25,150 per year for the maintenance of the median in this same area. In addition there are irrigation inspection and repair costs of about \$3600 per year for the median. Bottom line split for the median would be about \$14,400 per year or \$1200 per month. Girard also maintains the property on the south side of Lake Mary Blvd for CNL Bank and for the Shoppes at Oakmonte. Subject to mutual agreement between the L&L developer, The Shoppes at Oakmonte and Heathrow there is a bid under consideration for the installation of Crepe Myrtle or Ligustrum trees all along the median from I-4 to Markham Woods Road. The developer's share of that project would be about \$12,000 (depending upon the quantity, type and size of trees installed).

Based upon the information we have recently received about the potential traffic flow arrangements during the

proposed potential trail underpass at Lake Mary Blvd and International Parkway the plan to consider the addition of trees in the median needs to wait until after the underpass and the new turn lane for the L&L development are both complete.

Amy Lockhart - please share these positions with all of the Seminole County Commissioners and with the County Staff.

Keep Smiling,
Blaine Darrah
Heathrow Government Affairs Committee Chairman

Williamson, Tina

From: JPDP1701@aol.com
Sent: Wednesday, January 31, 2007 1:17 PM
To: Williamson, Tina
Subject: Rezone of L&L acres

Good morning,

I would like to send my views on the proposed rezoning of the L&L acres. I would not be opposed to homes in this area as long as they remain one per acre as has long been established for that area near Markham Woods. The homes directly behind this area are all at least 1 home per acre and would suffer economically and visually if this were to change to smaller lots. I am a member of the Markham Woods Road Association and live nearby, so I would very much like this requirement (1 home per acre) to be inserted in the rezoning if necessary. Actually, it can still be kept as A-1 and build subdivisions that keep in step with the rest of our corridor.

Thank you for your attention.

Dee Pacha

Williamson, Tina

From: Charlotte Bedsole [shalee@vol.com]
Sent: Wednesday, January 31, 2007 3:48 PM
To: Williamson, Tina
Subject: Land use L&L Acres

From: William Bedsole

Subject: P&Z 2/7/07

CONSIDERATION OF LAND USE FOR L&L ACRES

(PREMIERE TRADE)

Tina,

I live on Rice Lake very near the L&L acres property as do many of my neighbors. Our day-to-day lifestyles will be greatly affected by the restrictions or lack of restrictions that are placed on this development. Some of this cannot be avoided, some can be if P&Z members and the commission take reasonable action to protect existing residents. The attachment describes one such action that we believe deserves consideration.

Since a pending medical procedure may prevent my presentation of this request at your meeting on Feb 7, I would appreciate your distribution of this request to the P&Z board members prior to that meeting. Perhaps one of them will introduce this request during the discussion of considerations for granting Premiere Trade's rezoning request.

Thank you for placing it in the proper hands.

William Bedsole

There is an issue of great concern for all Rice Lake property owners in regard to James Dicks planned development of the L & L Acres property. The concern is the possibility of multiple families from that development gaining access to Rice Lake for recreational use. This topic was mentioned briefly during the meeting between the Markham Woods Assoc., County Representatives and James Dicks on Dec. 4, 2006. At that time Mr. Dicks promised that access to the lake would be restricted to only his family. The assurance he provided was that he plans to build a home for his family on the only part of this property that has frontage on the lake (approx. 200ft).

I trust after almost forty years of activity by Markham Woods residents and County officials to prevent development disasters from occurring within our neighborhood, we clearly understand that something much more binding than a verbal promise is required to assure this protection.

There needs to be a properly- worded agreement prepared by the county attorney's office that addresses this restriction as a condition of the county's approval for the development. It should state specifically that only one family would have access to Rice Lake and identify that to be the family residing on the lakefront parcel. This agreement should explicitly prohibit lake access to the property owners of all other parcels in L&L acres as well as future assigns of those parcels. The reason this is needed is as follows:

Rice Lake varies in size, depending upon the annual rainfall amount, from approximately 40 acres to 60 acres. There is no public access to the lake and the entire lake bottom is plotted and owned by the lakefront property owners. No part of it is owned by the county, state, the St. John's Water Management authority, or the public. The state EPA office in Orlando does have regulatory authority regarding permits and control of lake maintenance procedures related to shoreline cleanup and water quality. The

state Game and Fish office in Leesburg has authority regarding activities affecting water quality for fish and wildlife in the lake. I live on the lake and have been serving as the point of contact between lakefront residents and those offices for the last twenty years for the purposes of lake inspections and obtaining permits for weed eradication and lakefront cleanups.

Ravensbrook currently has sixteen lakefront and canal front homes with five additional lake and canalfront lots that have not been built on. Isle of Windsor has six lakefront homes on Rice Lake and when Lake Club's construction is completed there will be six lakefronts there. Counting the existing and under-construction lakefront homes, there are currently twenty-five total with eight more that will have homes in the future.

That population creates thirty-three families that share small Rice Lake for canoeing, fishing and jet-skiing. Residents already find it necessary to take turns sharing the lake for some of the activities. The concern is that allowing more access will create an unmanageable situation making the lake a nuisance for those of us who own it.

It must be emphasized that this is a lake sitting on private property, not just a lake with no public access.

Thank you for taking this concern into account and assuring that the current lake owner's rights are protected in this process.

William Bedsole
Ravensbrook 407-333-9015

Williamson, Tina

From: Dale James [Dale@informasoftware.com]
Sent: Wednesday, February 07, 2007 5:15 PM
To: Williamson, Tina
Subject: L&L Acres Rezone

As a homeowner in the Markham Woods area, I would just like to say that after reviewing the initial plans and documents for this proposed development by Premier, I feel it is in keeping with the quality of the homes in our area. It offers an upscale community plan with many one-acre homesites consistent with those that surround the property on the Markham Woods side. The smaller lots along Lake Mary Blvd are in keeping with the Heathrow area, and most importantly are to be single-family residences.

Dale James

Williamson, Tina

From: Bastian, Jay [Jay.Bastian@NNNReit.com]

Sent: Monday, February 05, 2007 9:48 AM

To: Williamson, Tina

Subject: L and L Acres

Hi Tina-

I am a resident of Wingfield Reserve, and will not be able to attend the Markham Woods Homeowners association meeting tonight, but wanted to register my positive endorsement of the project. From what I've learned from the plans, they are just short of the acre per lot requirement, and plan an upscale community which could only enhance the area. Given the eventuality of the development of this parcel, and the potential other uses for the property, this seems to be suitable use with continuity to the surrounding area. Thank you

James Bastian
1745 Alvarado Court
Longwood, FL 32779

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2/5/2007

Williamson, Tina

From: louis miscioscia [dadmiso@hotmail.com]
Sent: Tuesday, February 06, 2007 5:02 PM
To: Williamson, Tina
Subject: L + L Rezone and Land Development Amendment

Dear Ms. Williamson: I am a resident of Alaquia Lakes, a community clearly affected by the L + L Development. I am also a member of the Markham Woods Assn.. It appears to me that the developer is concerned about the surrounding community and is attempting to design a marketable product that will only enhance the the overall surroundings.

Of course people get accustomed over time to the serene settings of trees and ponds , however they also live in homes that were once on such sites. Of course we all want to maintain parks and green landscape. I just wanted to comment to you so that you have another perspective to those who sometimes oppose development simply because it is development!!

Sincerely, Louis P. Miscioscia, C.P.A.

Search for grocery stores. Find gratitude. Turn a simple search into something more.
[http://click4thecause.live.com/search/charity/default.aspx?](http://click4thecause.live.com/search/charity/default.aspx?source=hmemtagline_gratitude&FORM=WLMTAG)
[source=hmemtagline_gratitude&FORM=WLMTAG](http://click4thecause.live.com/search/charity/default.aspx?source=hmemtagline_gratitude&FORM=WLMTAG)

Williamson, Tina

From: Boswell, April
Sent: Wednesday, February 07, 2007 9:33 AM
To: 'rrickerds@cfl.rr.com'
Cc: MacDonald, Fran; Williamson, Tina
Subject: FW: Sem.Wekiva Trail crossing 434, LLL property development

From: Ronald Rickerds [mailto:rrickerds@cfl.rr.com]
Sent: Tuesday, February 06, 2007 8:42 PM
To: MacDonald, Fran
Subject: Sem.Wekiva Trail crossing 434, LLL property development

Mike....

1. I am against any development on the Lk Mary Blvd area by LLL or anyone....

2. There has long been a need for a connection for the Seminole/Wekiva Trail to cross 434....suggest that a simple bridge crossing, diagonally, connecting the trail's Markham Woods Rd and Douglas Ave. terminals (I have been told by trail planners that a tunnel was planned to begin construction on Oct '06).. To me this "plan" would be most costly and disruptive during such a "dumb" plan.....and I see no construction at this time????

**Respectfully,
Ron Rickerds**

Williamson, Tina

From: Boswell, April
Sent: Tuesday, January 02, 2007 8:12 AM
To: DeBord, Dori; Williamson, Tina
Subject: FW: Preserving the Seminole Bike Trail: Lake Mary Vista

FYI- this is referencing the project next to Panera on Lake Mary Blvd.

From: Fisher, Don
Sent: Saturday, December 30, 2006 7:24 AM
To: Deirdre Macnab
Cc: Boswell, April
Subject: RE: Preserving the Seminole Bike Trail: Lake Mary Vista

Thank you for your question. I agree that is a beautiful property and trail section. We will evaluate its protection if and when they start the application process. I am certain they will apply for the type of zoning that requires open space. We can talk with them about applying the open space to the trail area. Further, should they not be cooperative, the County Commission can require it and if the applicant does not agree, the development could be denied.

In terms of a tax credit, there are none, except that the tax rate would be reduced or eliminated for the open space areas.

I have copied April Boswell, Planning Manager, so that she is familiar with the issue and my comments should an application be filed.

Sorry for not replying sooner.

Sincerely,

Don Fisher
Deputy County Manager

From: Deirdre Macnab [mailto:didimacnab@earthlink.net]
Sent: Wed 12/13/2006 9:26 AM
To: Fisher, Don
Cc: Pat Southward
Subject: Preserving the Seminole Bike Trail: Lake Mary Vista

Dear Don,
I'm Deirdre Macnab, President of the League of Women Voters in Orange County.
We met when we joined with the Seminole League to bring you Danny Alvarez from Miami to talk about dedicated funding for transit several weeks ago.

I'm writing to find out if there is anything that can be done to preserve PART of the property across from Panera's on Lake Mary BLVD which abuts the Bike Trail.

This is a really unique view, and I realize a large scale development is about to take place as the owner has sold the acreage. Is there any way to give a tax break for the owner to donate part of that land as Greenspace corridor for the bike path.

Here in Orange County we have the unenviable situation of homesites FOUR feet from

our bike trail. This severely detracts from the Greenspace experience and can NEVER be changed once built. The Seminole Wekiva trail is a jewel for the county, and I urge the county commissioners to consider taking both zoning and tax abatement steps to protect it for generations to come.

1. Offer tax abatements to developers who are constructing along bike trail to preserve green corridor.
2. Establish setbacks from the trail of at least 250 feet or more to ensure a green forest continues to buffer these healthy green corridors for citizens.

Please would you pass this along to your commissioners for their consideration?

Thank you,
Deirdre Macnab
President, League of Women Voters of Orange County
407-628-1766

**MINUTES FOR THE REGULAR MEETING
OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
WEDNESDAY, FEBRUARY 7, 2007**

7:00 P.M.

Members present for discussion: Jason Brodeur, Acting Chairman; Dudley Bates, Walt Eismann, and Kim Day

Also present: April Boswell, Planning Manager; Tina Williamson, Assistant Planning Manager; Kathleen Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

Prior to the start of this item, Chairman Brown declared a conflict of interest and removed himself from the discussion and voting. Vice-Chairman Brodeur took the gavel.

F. PremiereTrade (A.K.A. L&L Acres) Large Scale Land Use Amendment and Rezone; Canin Associates, Ronald Manley, applicant; 116.74± acres; Large Scale Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the south side of Lake Mary Boulevard between Markham Woods Road and Heathrow Boulevard. (Z2006-75 / 07S.FLU01)

Commissioner Carey - District 5
Tina Williamson, Assistant Planning Manager

Tina Williamson presented the request for a large scale land use amendment from Suburban Estates to Planned Development and a rezoning from A-1 (Agriculture District) to PUD (Planned Unit Development). The project encompasses approximately 116.7 acres and will have 130 single family lots. The density is 1.4 dwelling units per acre. The lot sizes vary from one acre to 8,400 square feet on the east property line. This project provides appropriate transitions to adjacent properties and is consistent with the Land Development Code (LDC). Staff recommendation is for transmittal of the item.

Hal Kantor spoke next, representing the applicant. He reviewed information presented by Ms. Williamson and said that the project will have direct access to Lake Mary Boulevard. He said that the grade schools in the area were crowded, but that the middle school and high school capacity were good. This project would be developed in 2008, giving time for the schools to adjust.

Mr. Kantor stated that the project was consistent with the County's Comprehensive Plan. There are transitional lot sizes. One lot is 6 acres. Smaller lots are on the east and one acre lots to the southwest. The county trail will be buffered. House here will cost between \$1m and \$6m.

Blaine Darrah of Heathrow spoke on behalf of the Heathrow Master Home Owners Association Board. His concern was with the placement of the entrance into the project. It is now placed opposite the entrance to Heathrow. This is not good. He favors the developer suggestion to move the entrance down to go through the clump of trees which he indicated on the map.

Mr. Darrah also stated that the estimated 33 students generated by project would put stress on the schools. He wanted the schools to be realigned. If the elementary schools were aligned the way the middle school and high schools were aligned, it would be good. The Heathrow Master Home Owners Association Board recommends approval of this request.

No one else spoke in favor of this project.

Marli Nelson – Sanchez of the Isle of Windsor wanted to know if the 6 acre parcel would be restricted to having one home, perhaps with horses.

Peter Kohn lives opposite the project. He stated that Lake Linden is a navigable waterway. It is no longer fed by springs. He is concerned with the development of the proposed water features. Mr. Kohn stated that the existing lakes may possibly be lost due to the pumping of water into the new water features. He said that Lake Rice has a submerged connection to the Wekiva River. Lake Linden drains into Lake Rice. The canal between the two was previously closed. Will this be reopened?

Mr. Kohn also had concern for the deer, panthers, bears, coyote, swallow tail kites, Sherman's fox burrows, eastern and indigo snakes, and sand hill cranes that live on the site, or use it for watering. The presence of the animals made fencing a major concern. How will the animals get to the water? Berms are expensive. He said that the 6 acre site was undevelopable. Will the developer deed this tract over to the County?

Gray Hudson of Windsor Isle said that this plan will have a negative effect on Rice Lake. He wanted to know how the water site on the west boundary was to be filled. This could hit the aquifer. Digging out the lake could harm the water quality or lower existing lake levels.

Michele Hudson spoke for Ravensbrook subdivision. She said that their concern was that the natural charm of the entire area could be lost. She expressed concern for the abundant wildlife in the area. They would like a minimum lot size

of one acre with a perimeter of open space. She gave the example of the golf course not having walls around it to keep the viewscape. The developer is proposing a 6-foot wall. She requested minimum fencing for preservation of the views.

Barbara Dini said that a document had been distributed on last Wednesday showing 3 homes per acre. Lots bordering Lake Linden are less than one acre. She would like to see the lot sizes compatible with surrounding lots. One acre lots should be at least 150 feet wide at the lake. Lots near Rice Lake are already zoned A-1. They should be one acre. This will preserve the wild life near Lake Linden. She also expressed concern for the heavy traffic on roads there.

Geoffrey Stagg of Windsor Isle said that excavating will affect lake levels. He has been in the area for 24 years and saw the lake levels lower with the construction across the road. He asked that the lots around the lake shore be left one acre lots; anything else would not be compatible.

Eric Duncan said that Lake Rice was misidentified as Linden Lake. He has lived there for 7 years. Lake Rice is a 40 – 60 acre private lake. Homeowner property lines go into the middle of the lake. James Dicks said that only one lot will have access to the lake. The potential for 129 new houses having access to Lake Rice will overcrowd the lake. He wanted to know where the water would come from for the water bodies proposed in the plan. He asked that the lake be protected by limiting the lake access to one family.

Commissioner Brodeur stated that this commission does not address wetlands issues. That is done at the time of final engineering.

Debra Wert represented the group of homeowners whose homes back on the thin strip of land that was shown to be the future location of the maintenance shed. She stated that this is an 80-foot wide strip of pastureland. The view of the shed was a concern, as was the access road to it. Would the access road be secured with a gate? She wanted to know how the land would be used. Would there be boat and RV storage there? Would there be vehicles parked there? What will the hours of activity be there? Will there be hazardous chemicals stored there? Will there be written restriction as to the use of the land? It is dry pasture. Would there be restroom facilities there for workers? Will there be a septic tank? If possible, the shed should be moved closer to the development. Ms. Wert said that the adjacent property owners would like to buy the land behind their homes. She also mentioned the abundance of wildlife there and that there should be no walls to keep animals from getting to water.

Quentin Beitel is President of the Markham Woods Association. They would like to see one single family home per net buildable acre here. The board would like

buffering on the outside of the property. He would like the board to check on the history of the property. When commercial – retail was granted in 1998, Suburban Estates was agreed on as the future land use. Markham Woods Association is concerned with light pollution, height, lake access, the 6-acre lot, lake levels, wildlife conservation, and school overcrowding. Heathrow has a vested interest on cost of Lake Mary Boulevard maintenance. He questioned the allowance of home businesses.

Eric Cohen lives adjacent to the transition buffer zone. There the lots are less than one acre. He would like one-acre lots extended for the entire border of Windsor Isle.

Michael Duckhorn of Orange Ridge said that the L&L Acres property is a cornerstone to the quality of life in the area.

Commissioner Brodeur made a note of a letter submitted by Michael Barr's stating opposition to the project also.

James Dicks of Alaquia stated that he will not be putting the maintenance shed in the disputed location. He will deed the strip of land to the County. Also, there will only be one house going on Lake Rice. He will live there. The waterways are closed waterways. There will not be any canals. Mr. Dicks said that he bought the land from the previous developer to develop it himself, with lower density. 130 homes are better on this site than 16 units per acre, as is next door. He is aware of the wild life in the area. This property is surrounded by Markham Woods Road, Lake Mary Boulevard, and I-4.

Hal Kantor stated that the maintenance shed will be moved. There will be binding covenants and restrictions here. He would like to have contact information for the Isle of Windsor homeowners. Mr. Beitel made reference to a restriction made by a previous board in 1998. That cannot be done to future boards. 1.4 units per acre is sensitive to the area, considering the higher density. The plans shown are conceptual. There will be more stormwater retention than shown. It is a closed basin. Water levels in area lakes will be addressed at the time of final engineering. Traffic level in the area is level A. The access point that has been requested will work with the traffic. There will be only one property having access to the lake. There will be no community dock or boat ramp. The lake lot will be a private lot. Animals will be dealt with in the development process according to the regulations. Certain walls are required according to the LDC. A brick wall will be on the east on Lake Mary Boulevard; no wall on the west. This will be a long process. Details will be worked out over time.

The public hearing was now closed.

Commissioner Brodeur asked what the setbacks were for the area along the trail.

Tina Williamson stated that the staff is recommending a 50 foot building setback and a 25 foot landscape buffer adjacent to the trail. This would be 8 canopy trees and 4 sub canopy trees per 100 linear feet of buffer.

Commissioner Eismann asked if Heathrow is splitting the cost of the Lake Mary Boulevard maintenance.

Tina Williamson said that had been previously agreed to and is referred to in items I,J, and K of the Development Order.

Commissioner Eismann said that the land owner is working with the neighbors. He does like the direction the project is going, but he does not like the small lots adjacent to one acre lots.

Commissioner Day said that Rice Lake has several houses on it according to the diagram, not just one estate lot. She did not see how that worked out. Smaller lots adjacent to the commercial and multi family uses are appropriate, but the lots near the lake are confusing.

Commissioner Eismann agreed. The east side is an excellent transition. The one acre lots make a lot of sense. This board does not address wildlife. It is handled elsewhere. He is not sure which way to go on this.

Commissioner Bates has concern for the smaller lots. The transition zone is good. The feelings of those with concerns about the land being developed are understandable. He also has mixed feelings on this project. One acre lots are appropriate. We should not hold up this project because of the smaller lots. This is a complex project.

April Boswell said that the plan is a conceptual plan only. This commission may make recommendations to modify any terms of the development order; density or minimum lot size could be changed if you wish.

Commissioner Brodeur said fencing could be changed as well.

Commissioner Eismann said that if the minimum lot size were changed there could be a shuffling of the plan with the small lots.

April Boswell said that lot layout will occur in Final Master Plan approval. There could be lot shifting as this project moves forward.

Commissioner Eismann made a motion to recommend transmittal with the condition that there be no shed on the south end and that the developer

commitment agreement include that the 6-acre parcel will be a single family residence with one family having access to the lake from there. No public access. Also, that the canals are not to be dug and the lakes should be kept the way they are with no connection to the future retention ponds. There should be no decline of the natural lakes because of this project.

Commissioner Bates seconded the motion. He asked if that was possible to put those restrictions on the approval.

Kathleen Furey-Tran stated that what was to be done with the lakes would be up to the Water District.

Commissioner Eismann said that putting the proper conditions in place will make a nice development for everyone.

Commissioner Brodeur commended the property owner, Mr. Dicks, for coming tonight.

The motion passed 4 – 0.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission



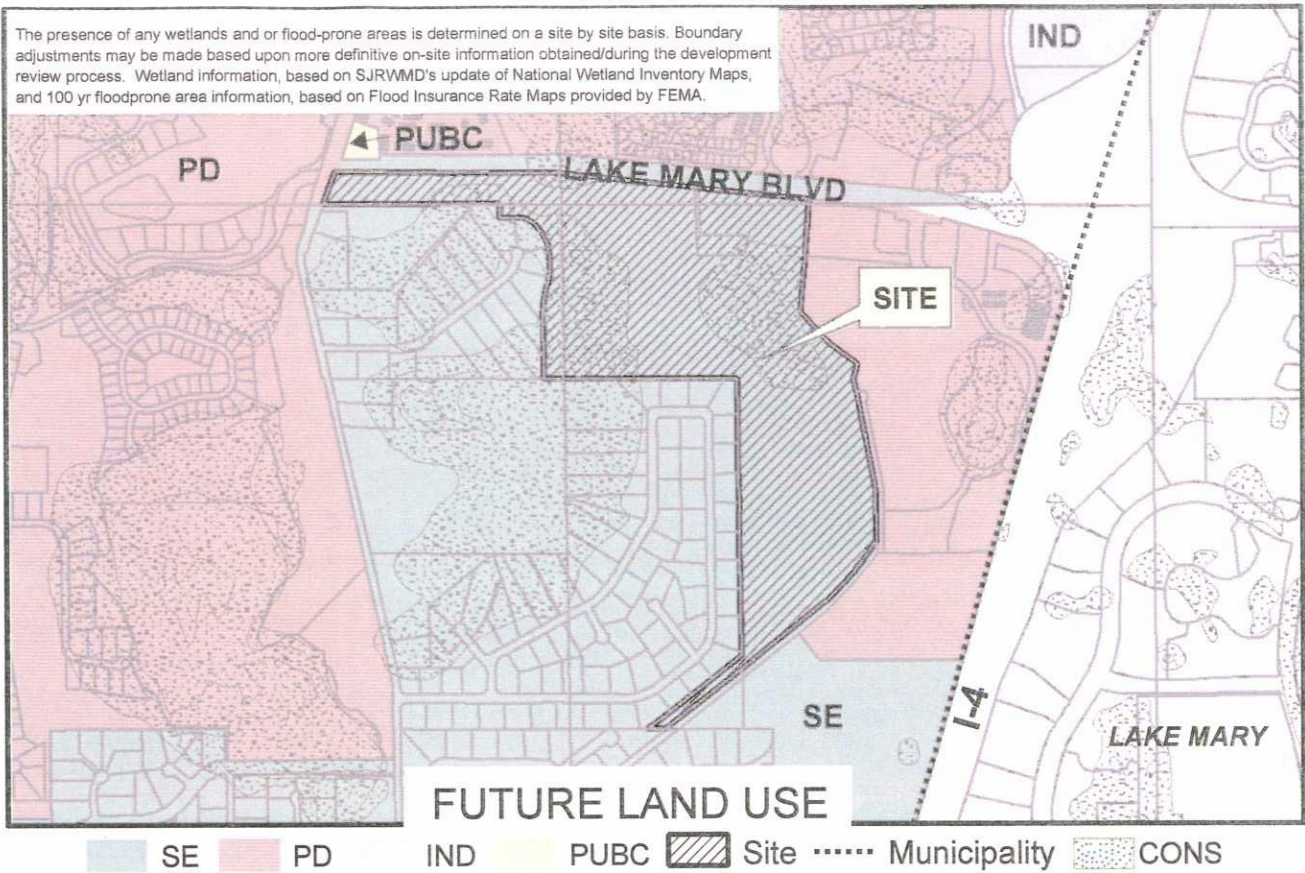
FLU No: 07S.FLU01
 From: SE To: PD
 Rezone No: Z2006-075
 From: A-1 To: PUD

 Parcel
 Subject Property



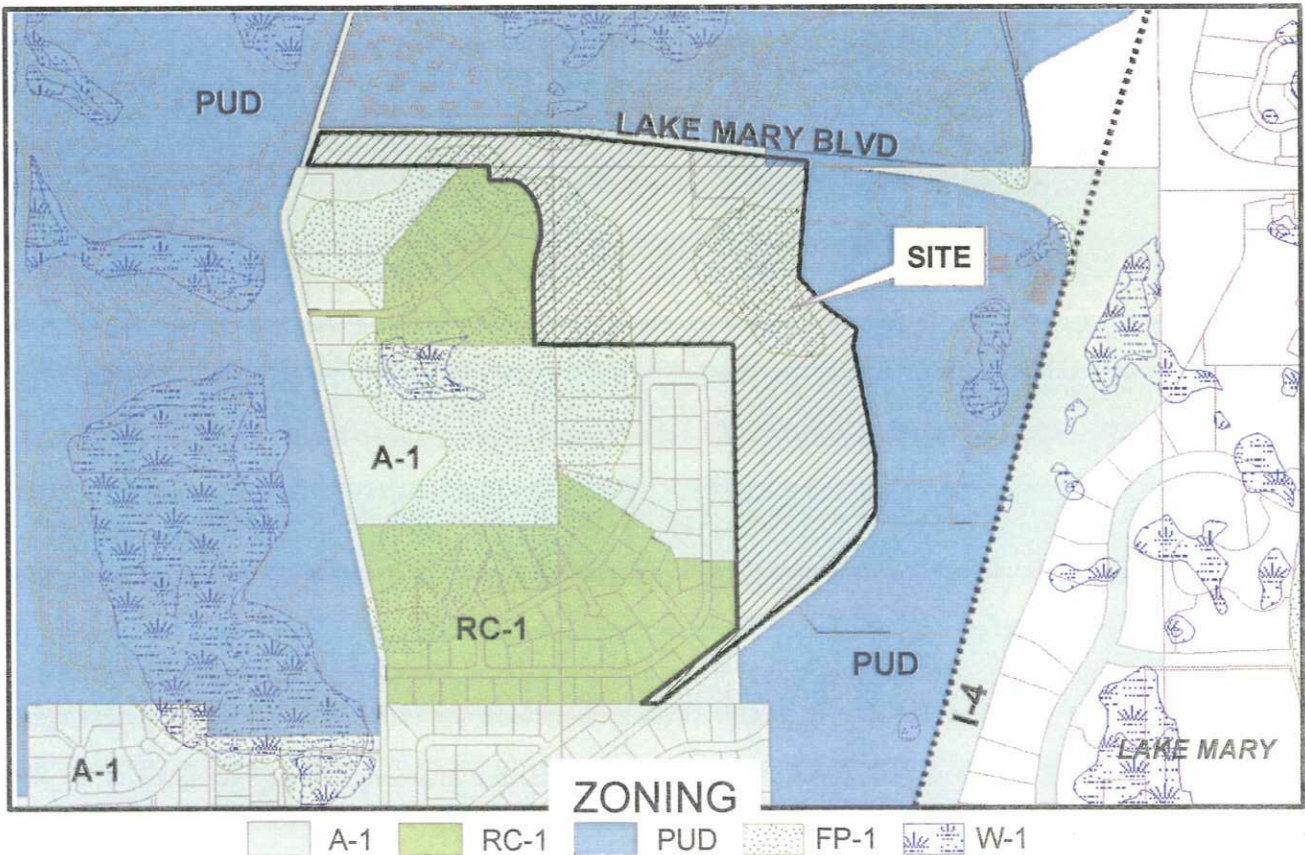
Winter 2006 Color Aerials

The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

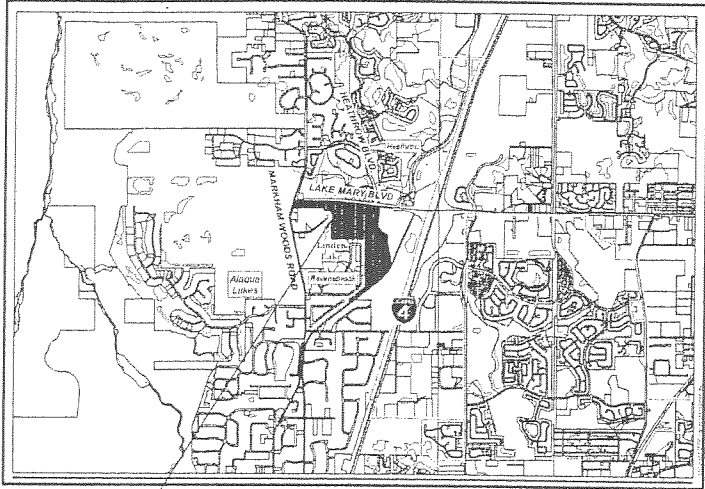
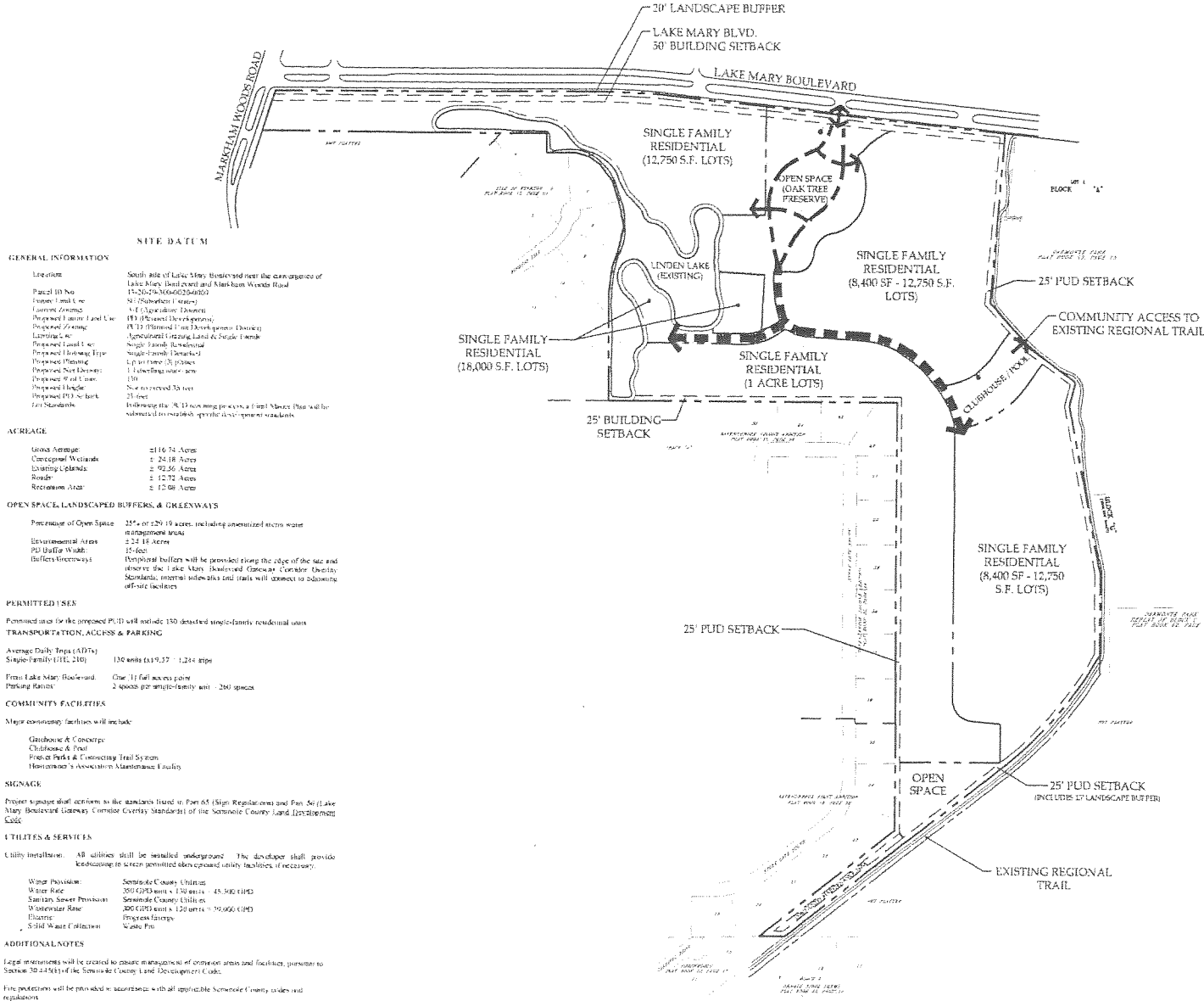


Applicant: Ronald Manley
 Physical STR: 11-20-29 & 13-20-29
 Gross Acres: 116.74 +/- BCC District: 5
 Existing Use: Agricultural Grazing Land and Single-Family
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	07S.FLU01	SE	PD
Zoning	Z2006-075	A-1	PUD

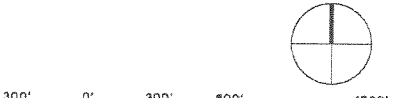


**PREMIERETRADE
WEST LAKE MARY BOULEVARD PROPERTY**



LOCATION MAP 

SITE



canin associates
urban planning • landscape architecture • architectural design

date	scale	job number	shl. no.
05 JAN 07	1"=300'	205068	3 of 9

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PRELIMINARY MASTER PLAN

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Legislative Update**DEPARTMENT:** County Manager's Office / County Attorney's Office**AUTHORIZED BY:** Cindy Coto **CONTACT:** Susan Dietrich **EXT** 5736
Lisa H. Spriggs **EXT.** 7172**Agenda Date** 3/13/07 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☒
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Staff update on legislative activities.

BACKGROUND:

Staff written report to follow with current update on legislative activities provided at meeting.

Reviewed by:**Co Atty:** _____**DFS:** _____**Other:** _____**DCM:** _____**CM:** _____**File No.** LEG01